

INVESTING IN WOMEN

CANDIDATE TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Candidate”	means any person using the Services for the purposes of finding employment;
“Client”	means any person, firm or company including any associates or subsidiaries to whom the Candidate may be introduced;
“CV”	means a CV uploaded onto the Website by a Candidate;
“Investing in Women”	Investing in Women Limited is a company incorporated in England and Wales with company number 13040680 whose registered office is at 71-75, Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ;
“Job Posting”	means a job posting by a Client on the Website;
“Services”	means the services provided by Investing in Women set out in clause 3; and
“Website”	www.investinginwomen.co.uk .

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time; and

1.2.4 a “Party” or the “Parties” refer to the parties to these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

2. The Contract

2.1 Any and all business entered into by Investing in Women is subject to these Terms and Conditions and in the event of any conflict with any other Terms

and Conditions these terms shall prevail unless agreed otherwise in writing by Investing in Women.

- 2.2 The Candidate shall be deemed to have accepted and agreed to be bound by these Terms and Conditions upon either their submission of any information or data to Investing in Women, uploading their CV to the Website or their making an application to a Client, whichever occurs first.
- 2.3 Investing in Women may update these Terms and Conditions from time to time for legal or regulatory reasons. Investing in Women will make reasonable efforts to notify Clients and Candidates of any changes.
- 2.4 These Terms and Conditions supersede all previous terms of business.

3. The Services

- 3.1 The Candidate shall have the facility to browse Job Postings and apply for any vacancies that it so chooses.
- 3.2 The Candidate shall have the facility to create a profile on the Website and upload its CV so that the CV can be searched by Clients if the Candidate elects to have its CV searchable.
- 3.3 The Candidate shall have the facility to register for job alerts. See clause 4 below for more details.
- 3.4 Investing in Women shall inform the Candidate of any and all Job Postings for which the Candidate is suitable and which meet the Candidate's requirements if a Candidate signs up for job alerts.
- 3.5 Whilst Investing in Women may inform the Candidate of any Job Postings that meet the Candidate's requirements, it does not warrant and provides no guarantee that any such vacancies will be available or that the Candidate shall be informed of available vacancies unless the Candidate has signed up for applicable job alerts.
- 3.6 Whilst Investing in Women requires its Clients to ensure that all information provided to it is complete, accurate and up-to-date, Investing in Women does not provide any warranty or guarantee of any kind that the vacancy advertisements and other information made available to the Candidate are complete, accurate and up-to-date.

4. Vacancy Notifications

- 4.1 If the Candidate has chosen to receive email updates of Job Postings that are relevant to them from Investing in Women, the provisions of this Clause 4 shall apply.
- 4.2 Emails shall be sent to the Candidate daily or weekly and shall contain listings of vacancies submitted to Investing in Women within the previous 1 day or 7 day period (depending on the job alert that is selected) which match the Candidate's criteria.
- 4.3 Investing in Women shall be under no obligation to send such emails and cannot make any guarantee with regard to the number of vacancies featured in each email.

5. Candidate Information

- 5.1 In order to use the Services, the Candidate shall be required to provide details which shall include, but not be limited to, those regarding their contact information, qualifications, training, experience, employment history and

references. Investing in Women requires such details in order to match the Candidate with the appropriate Clients and Job Postings.

- 5.2 The Candidate must ensure that all information submitted to Investing in Women and uploaded to the Website (including the content of the CV) is, to the best of their knowledge, true, accurate, complete and up-to-date.
- 5.3 In the event that the information submitted to Investing in Women or uploaded to the Website becomes incorrect, inaccurate, incomplete or out-of-date, the Candidate must submit appropriately revised information to Investing in Women as soon as is reasonably possible.
- 5.4 Where any of the information submitted to Investing in Women contains details which may be used to identify a third party (including, but not limited to, referees), the Candidate must obtain the permission of that party to supply their details to Investing in Women prior to submitting the information.

6. Applications

- 6.1 When applying for a Job Posting, the Candidate must ensure that they:
 - 6.1.1 have read the complete details of the Job Posting;
 - 6.1.2 understand the requirements of the Job Posting;
 - 6.1.3 meet the requirements of the Job Posting;
 - 6.1.4 possess any requisite qualifications required by the Job Posting; and
 - 6.1.5 have obtained or applied for any relevant permits or authorisations.
- 6.2 When completing forms or any other application documents the Candidate shall ensure that the details included on the form are to the best of their knowledge, true, accurate, complete and up-to-date.
- 6.3 In the event that the information submitted to a Client becomes incorrect, inaccurate, incomplete or out-of-date, the Candidate must submit appropriately revised information to the Client as soon as is reasonably possible.
- 6.4 Where any of the information submitted to a Client contains details which may be used to identify a third party (including, but not limited to, referees), the Candidate must obtain the permission of that party to supply their details to the Client prior to submitting the information.
- 6.5 Investing in Women shall forward the Candidate's details to Client's for the purpose of the relevant Job Posting only if the Candidate applies for a Job Posting. In the event that the Candidate wishes to apply for multiple vacancies to the same Client, they must submit separate applications for each Job Posting.
- 6.6 Investing in Women reserves the right and the discretion to decline to forward applications to its Clients if it considers them to be in breach of these Terms and Conditions.

7. How We Use Your Personal Data (Data Protection)

- 7.1 All personal information that Investing in Women may use will be collected, processed, and held in accordance with the provisions of (i) the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), (ii) the Data Protection Act 2018 and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (iii) any successor legislation to the UK GDPR or the

Data Protection Act 2018 and other applicable privacy laws.

- 7.2 For complete details of Investing in Women 's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Candidate's rights and how to exercise them, and personal data sharing (where applicable), please refer to Investing in Women 's Privacy Notice.

8. Liability

- 8.1 Investing in Women shall not be liable for any of the following:
- 8.1.1 The loss of any data, CV's or other materials submitted by the Candidate;
 - 8.1.2 Any errors or inaccuracies present in the information presented to Candidates including, but not limited to, Job Postings;
 - 8.1.3 The failure of the Candidate to secure employment with any of its Clients whether caused by the negligence of Investing in Women, its employees or agents, or any other cause;
 - 8.1.4 Any loss or damage of any kind, howsoever caused arising out of the negligence, misconduct, dishonesty, breach of faith or breach of contract on the part of any Client; and
 - 8.1.5 Any loss or damage of any kind, howsoever caused arising out of any material submitted to Investing in Women by the candidate.
- 8.2 If Investing in Women is in breach of these Terms and Conditions, we will only be responsible for any losses to the extent that they are a foreseeable consequence to both of us. Our liability shall not in any event include business losses such as lost data, lost profits or business interruption.
- 8.3 Nothing in these Terms and Conditions shall exclude or otherwise restrict Investing in Women 's liability for death or personal injury arising out of its own negligence.

9. Indemnity

The Candidate shall indemnify Investing in Women against any costs, liability, damages, loss, claims or proceedings which may arise out of its use of the Services; its submission of any information set out in these Terms and Conditions, inaccurate information provided to Investing in Women and/or the Client; or any other information; any applications it may submit to any Client; or any breach of any part of these Terms and Conditions.

10. Force Majeure

Neither Party to these Terms and Conditions shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, pandemic, epidemic, quarantine, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

11. Notices

- 11.1 All notices under these Terms and Conditions shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of

Investing in Women or by the Candidate.

11.2 Notices shall be deemed to have been duly given:

11.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or

11.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

11.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

11.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

11.3 All notices under this Agreement shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

12. **Relationship of Parties**

Nothing in these Terms and Conditions shall create, or be deemed to create, a partnership, the relationship of principal and agent, or of employer and employee between Investing in Women and the Candidate.

13. **Third Parties**

Nothing in these Terms and Conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any party that is not a party to these Terms and Conditions.

14. **Severance**

In the event that one or more of the provisions of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

15. **Modification**

15.1 Investing in Women may modify these Terms and Conditions at any time. In the event that modifications are made, details of them will be published on www.investinginwomen.co.uk.

15.2 If the Candidate does not agree to be bound by any modified terms and conditions Investing in Women may introduce, they should immediately cease using the Services upon publication of those terms and conditions.

16. **Law and Jurisdiction**

16.1 These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

16.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.