



## **PMI Consult Limited t/a BankingSkills.com - Terms & Conditions for employers**

### **1. AGREEMENT**

These Terms apply to Customer's use of the websites owned and managed by PMI Consult Ltd ("BankingSkills"): and the on-line recruitment and information services offered through it ("the Service").

By signing the Customer Activation Form, the Customer accepts these Terms & Conditions under which BankingSkills provides the Service.

### **2. DEFINITIONS**

'Candidate' means an individual (who may be referred to on the Websites as a jobseeker) seeking to obtain employment using the BankingSkills Website.

'Contract Term' means the duration of contract, expressed in weeks, as detailed on the Customer Activation Form. If agreed at the time of sale, such Contract Term thereafter will automatically renew at each expiry date unless the employer has been offered a free trial period or has cancelled in accordance with clause 3 of these terms and conditions.

'Customer' means any person, organisation or company which purchases services from BankingSkills or any subsidiaries.

'Customer Activation Form' means the form which the Customer signs in order to obtain the Services.

'Job info' means information on any job vacancy, which the Customer is seeking to fill on the Websites.

'Licence Fee' means the fee payable by the Customer to PMI Consult Ltd for the Services and as detailed on the Customer Activation Form.

'Service' refers to the level of 'media access' to the Website & CV database (where applicable) in accordance with the products purchased as outlined in the Customer Activation Form.

'Website' means all Websites owned and managed by PMI Consult Ltd, as listed on [www.bankingskills.com](http://www.bankingskills.com)

BankingSkills.com is a trading brand within PMI Consult Ltd, registered number 4564012

### **3. PROVISION OF SERVICE**

3.1 In consideration of the Licence Fee, as set out on the Customer Activation Form signed by the Customer, BankingSkills grants to the Customer the non-cancellable right to use the Service for the contract term.

3.2 For Subscription customers: Unless the Customer gives notice of cancellation by email to [info@bankingskills.com](mailto:info@bankingskills.com), not less than 30 days before the expiry date of the Contract Term, the Contract Term will automatically renew for a further Contract Term.

3.3 In agreeing to these terms & conditions, the Customer accepts that BankingSkills is an advertising medium and cannot guarantee a particular level of response to adverts. Response rates may vary from day to day and certain sectors or positions may attract higher levels of responses than others.

### **4. PRICE & PAYMENT**

4.1 The Customer shall pay to PMI Consult Ltd for services described on the Customer Activation Form in full and shall pay all applicable VAT and other taxes imposed on charges for Services made under this agreement.

4.2 All invoices are to be paid by the Customer within 14 days of the date of the invoice, unless otherwise stated.

4.3 Where it has been agreed that the Customer can pay the invoice in instalments, if any instalment is unpaid at any time during the agreement, then BankingSkills can withdraw this facility and the entire amount outstanding will then become immediately due and payable.

4.4 PMI Consult Ltd may charge interest on all sums outstanding beyond the date on which they are due for payment under this agreement at a rate of 2% per annum above bank base.

### **5. CUSTOMER OBLIGATIONS & RESPONSIBILITIES**

5.1 The Customer accepts that, following any contact with Candidates:

5.1.1 It shall be up to the Customer and the Candidate to agree how to progress matters further;

5.1.2 That the Customer shall act in good faith and in a business like and courteous manner; and

5.1.3 That the Customer shall keep strictly confidential all confidential information disclosed by the Candidate and act in accordance with the Data Protection Acts.

5.2 To avoid any possible abuse of the Website and the Services it offers, and at BankingSkills reasonable request, the Customer shall supply BankingSkills with such information that it reasonably requires to confirm:

5.2.1 Any Job info that has been supplied for posting on the Website is accurate; and

5.2.2 That the Customer is not in breach of this Agreement.

5.2.3 Customer's identity, address and contact details and details of business activities

5.3 In order to fully support the Customer with regard to communication it shall be the Customer's responsibility to advise BankingSkills of any change in their contact details



## **6. BANKINGSKILLS OBLIGATIONS & RESPONSIBILITIES**

6.1 To provide the Services with reasonable care and skill,

6.2 To maintain Services on a 24 hour by 7-day basis (subject to periodic essential maintenance activity) to support the Customer's online recruitment requirements. In the event of Services being unavailable for any consecutive period of 24 hours (with the exception of de-activated accounts due to late payment), BankingSkills shall extend the term of this agreement by the period of such non-availability, without any further payment from the Customer.

6.3 If (for reasons beyond its control) BankingSkills is unable to keep the Website live or updated for a period of 10 working days or more, Customer shall be entitled to a pro rata rebate of monies paid to PMI Consult Ltd.

## **7. TERMINATION**

7.1 This Agreement may be terminated by BankingSkills if: -

7.1.1 After providing written notice to the Customer of breach of 5.1 (1/2/3), if such breaches are not rectified within 10 working days by Customer providing appropriate information to BankingSkills to amend the Job info;

7.1.2 If the Customer fails to pay PMI Consult Ltd on the due date any sums that may be due under this Agreement;

7.1.3 If the Customer makes any material misrepresentation in order to become a registered user of the Website;

7.1.4 If the Customer is using the Website for any improper use or with the intention to damage the reputation of either the Website or the Services provided by BankingSkills.

7.2 Either party may terminate this agreement immediately by notice to the other: If any resolution or petition to wind up the other's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented or if a receiver or administrative receiver of the other's undertaking, property or assets shall be appointed but the Customer acknowledges that except in such circumstances, it has no right to terminate this agreement before the expiry of the Contract Term referred to in the Customer Activation Form.

## **8. ENTIRE AGREEMENT**

This Agreement forms the entire understanding of the parties and supersedes all previous Agreements, understanding and representatives relating to its subject matter.

No addition, amendment or modification of these Terms shall be effective, unless in writing and signed as accepted by BankingSkills.

## **8. GOVERNING LAW**

This Agreement shall be governed and construed in accordance with English law. Last Modification 1<sup>st</sup> May 2007