

Client Terms and Conditions

The purpose of these terms and conditions (“the Terms”) is to explain the services of PitchMe which are offered for use via this website pitchme.co (“the Website”). By clicking “accept” to these terms and conditions you are agreeing to enter into a contract with us on the terms and conditions set out below. The contracting entity from your side shall be the entity you provide details for during the sign-up process.

PitchMe is the trading name of PitchMe Corp Limited, a company incorporated in England and Wales with registered number 11052281 whose registered address is 201 Haverstock Hill, Second Floor Fkgb, London, England, NW3 4QG.

PitchMe operates as an online employee matching and skill-set matching service for potential employers. By opening an Account the Client shall be deemed to have accepted the Terms. Upon acceptance, and in consideration of the mutual benefits set out herein, it is agreed as follows.

By entering into this agreement, you are agreeing to instruct PitchMe to provide the following services (the “**Services**”) to you in relation to candidate searches for permanent employment positions you are looking to fulfil.

1. Services

PitchMe provides a skill based candidate matching service. On acceptance by us of your submitted Application Form for your open position (the “**Position**”) we shall commence the search from our proprietary database of candidates (“**Candidates**”) to identify suitable candidates for the Position. As part of the Application Form you shall be able to put forward a task for the Candidate to complete, or we can help with suggesting an appropriate task (“**Task**”).

Following a completion of our provisional search and verification we shall provide an anonymous list of candidates to you for review and consideration including any completed Tasks. Such list shall include

- basic information
- list of skills
- profile summary

and shall be ranked in accordance with our proprietary skills assessment and validation process for the Position.

You shall then have seven days to decide whether you wish to proceed with the process for the Position via us. Should you wish to proceed [you shall notify us you wish to receive the personal and contact information of the Candidates (“**Acceptance**”). On notification of Acceptance you shall be come liable to pay the applicable fee (the “**Release Fee**”) and such Release Fee shall be calculated based on the number of Positions you enter details for during the Application Form (“**Approved Positions**”) and shall be determined in accordance with the following:

Up to 1 Position - £1,000

Up to 3 Positions - £2,500

Up to 5 Positions - £4,500

For more than 5 Positions – Please contact us for pricing enquiries

On notice of Acceptance you shall be provided with contact details of the Candidates and they can be contacted to be invited for interview in accordance with your standard recruitment process. You shall notify us of any Candidates you invite for interview and any Candidates who you offer a Position to.

On notice of Acceptance we will invoice you for the Release Fee, such fee shall be payable within 30 days of invoice. Should you fail to make payment of the Release Fee within 5 working days of receiving the invoice, notwithstanding any other rights we may have under this agreement or in law, we shall be entitled to charge you interest for late payment of any outstanding sums at a rate of 7% per annum, accruing daily.

The Release Fee shall be calculated on the basis of how many Positions you are looking to fulfil. Should you employ Candidates in excess of the Approved Positions you have paid for, you shall be obliged to pay an uplift of the Release Fee in accordance with the Release Fee calculation set out above.

2. Release Fee

The Release Fee shall become payable on Acceptance. Such Release Fee is payable regardless of whether you do or do not employ any Candidate and if the Candidates are or were previously known to you either in whole or in part.

The Release Fee is inclusive of any applicable VAT. The Candidate list shall not be released until the Release Fee has been paid in full. You shall be able to make payment of the Release Fee via the Stripe (<https://stripe.com>) service on the website, such payment of the Release Fee shall be deemed as acceptance as you wanting to receive the unredacted list of Candidates.

3. Liability

You accept and agree that we give no warranty as to the suitability of any Candidate for any vacancy and that you are responsible for ultimately determining the suitability of any Candidate and their eligibility to work in the capacity required.

We shall perform the Services with reasonable skill and care.

Nothing contained in these conditions shall limit or restrict our liability for death or personal injury caused by our negligence, nor does we limit or restrict its liability for fraudulent misrepresentation under the Misrepresentation Act 1967.

Without prejudice to the foregoing, under no circumstances shall we be liable in any manner whatsoever whether in contract or in tort, or in misrepresentation (except for fraudulent misrepresentation) or otherwise for direct loss of profit or direct loss of anticipated savings or for losses special to the particular circumstances of you, indirect or consequential losses including but not limited to indirect loss of profit, indirect loss of anticipated savings, loss of use of money, loss of business, loss of opportunity, loss of goodwill, loss of reputation, loss of data, damage to property and/or wasted expenditure arising out of or in connection with the provision of Services. Further, our liability shall not exceed the total amount invoiced by us to you under this agreement. The price for the Services is based on the assumption that the liability of the Company is as set out herein.

4. Indemnity

You shall indemnify us against any losses, costs, claims, demands, awards and liabilities incurred directly or indirectly by us as a result of claims brought against us by any Candidate and/or as a result of the negligence of you or breach by you of any of your obligations under any agreement, including the Candidate's employment agreement.

5. Confidentiality and Data Protection

The parties shall keep confidential and shall not disclose to any third party or otherwise use any and all confidential information concerning the business and affairs of the other (including without limitation, all information on the Candidate, detailed orally or in writing, or on the Candidate's resume), which is disclosed to the other party as a result of this agreement, other than for the purpose of carrying out its obligations under this agreement. In particular, you agree that you will not approach a Candidate's current employer until such time as you have received confirmation from the Candidate of their acceptance of an offer of employment with you. Notwithstanding the foregoing we shall be entitled to use your name and logo in our marketing materials and on our website as a company that has worked with us.

In this clause, the following shall have the following meaning:

Data Protection Legislation: the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

UK Data Protection Legislation: any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.

Both parties undertake to the other that they will comply with all Applicable Laws of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause, Applicable Laws means (for so long as and to the extent that they apply to the Recruiter) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

6. Intellectual Property Rights

We will remain owners of all intellectual property rights contained in our Website, our services, our platform (including all copyright and other intellectual property rights in any source code, algorithms, text and image) and all information and documentation that we provide to you.

7. Termination

Either party may terminate this Agreement by providing a minimum of 4 weeks written notice to the other party. On termination of this Agreement, you shall pay for all fees payable up to the date of termination, and for all fees and expenditure falling due for payment after the date of termination from Candidates provided to you prior to termination, calculated on the basis of the fees set out in this agreement.

We shall be entitled forthwith to immediately terminate this agreement between us where you commit any continuing or material breach of these conditions or make any composition with your creditors or suffer any distress or execution to be levied upon your assets or is wound up either compulsorily or voluntarily, or suffers a receiver of any assets to be appointed or otherwise ceases or threatens to cease to carry on business.

8. General

If the performance of the agreement by us shall be delayed by any circumstances or conditions beyond our control we shall have the right (a) to suspend further performance of the agreement until such time as the cause of the delay shall no longer be present or (b) to be discharged from further performance or and liability under this agreement.

These conditions constitute the entire agreement between the parties, supersede any agreement or understanding and may not be varied except in writing between the parties.

A person who is not party to the agreement shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any term of this agreement. Any right or remedy which exists or is available apart from the Act is not affected.

This agreement shall be construed in accordance with English Law and shall be subject to the jurisdiction of the English Courts.

Any termination of this agreement shall be without prejudice to any other rights or remedies a party may be entitled to under this agreement or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision of this agreement which is expressly or by implication intended to come into or continue in force on or after such termination or expiry.

The validity, construction and performance of this Agreement shall be governed by the laws of England and Wales, and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

