

Terms & conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SITE

Effective from 2nd April 2021

Terms of use

www.gopaddling.info (the "Site") and specifically the Job listing services is owned and operated by British Canoeing and is made available to you on the following terms and conditions. By using the Site and the Services available on it you are deemed to accept these terms and conditions and any additional terms and conditions which expressly apply to services and information provided by third parties.

Who we are and how to contact us

The Site is operated by British Canoeing Limited. We are registered in England and Wales under company number 1525484 and have Our registered office at Adbolton Ln, Holme Pierrepont, Nottingham NG12 2LU.

Our main trading address is Adbolton Ln, Holme Pierrepont, Nottingham NG12 2LU. We are a limited company.

To contact us, please fill out our <https://gopaddling.info/contact-us/> form.

Data protection

We at British Canoeing want to make sure all the personal information we process about you is safe and secure. This Privacy Centre shows you how we will ensure this is the case.

Our website statement below is a good entry point to our approach to privacy. Simply click or tap to expand a section. For more detail on specific areas of privacy see the [Privacy Notices](#) and [Policies](#) sections of this Privacy Centre.

Use of the site

The information and services available on the site are provided for the sole purpose of individuals looking for employment opportunities and for employers seeking to recruit staff. You may use, print and download information from the site for these purposes only and for no other personal or commercial purpose. You may not otherwise copy, display, transmit or distribute any material from the site and if you do or if you perform any other unauthorised processing of information on the site it shall be deemed a material breach of these terms and conditions which, in the case of a Customer, shall entitle us to terminate the Services immediately on notice in writing. Further, we reserve the right to suspend provision of the Services to you in circumstances where we reasonably believe that you have performed any

unauthorised processing of information. In respect of any personal data accessed or otherwise processed by a Customer as a result of access to the site or the Services, the Customer agrees that it shall be the sole data controller of such personal data for the purposes of the Data Protection Act 2018 and, as such, shall be solely responsible for its processing.

All copyright, database rights and other intellectual property rights in the site and the material available on the site belongs to British Canoeing Ltd or its third party suppliers. Use of the site does not give you any proprietary rights in such materials.

Employment Agencies and Employment Business Regulations 2003

For the purpose of the Conduct of Employment Agencies and Employment Business Regulations 2003 (the "Regulations"), we operate as a venue only and are not an employment business and do not introduce or supply work-seekers to hirers (or vice versa). This means that we do not:

- obtain sufficient information for potential recruiters to select a suitable jobseeker for the position which the recruiter seeks to fill;
- obtain confirmation of the identity of a jobseeker or that they have the experience, training, qualifications or authorisation to work in the position to be filled or that they wish to undertake the role to be filled.
- take any steps to ensure the jobseeker and recruiter are each aware of any requirement imposed by law or otherwise which must be satisfied by either of them to permit the jobseeker to fulfil the position to be filled.
- take any steps to ensure that it would not be detrimental to the interests of the jobseeker or the recruiter for the jobseeker to fulfil the position to be fulfilled.
- give any indication to recruiters whether jobseekers are unsuitable (or suitable) for any position to be filled in any circumstances.
- propose jobseekers to recruiters or provide any information about them.
- take up any references in relation to a jobseeker; or,
- make any arrangements for accommodation of jobseekers.

The Regulations seek to ensure that jobseekers are only proposed by employment agencies for roles for which they are properly qualified and that recruiters are only offered jobseekers who have the appropriate levels of experience, training, qualifications and authorisation for the position to be filled. Since we are only a venue and do not propose or introduce jobseekers to recruiters or vice versa, it is recommended that, if you are a jobseeker you undertake the steps set out in the Regulations to ensure your suitability for the role advertised or, if you are a recruiter, to ensure a jobseeker's suitability for the role.

These could include:

- If you are a jobseeker; checking the identity of the recruiter and the nature of its business, the commencement date and duration of the position, the position to be filled including type of work, location, hours and risks to health and safety, experience,

training, qualifications and authorisation which the recruiter considers necessary or are required by law or otherwise to undertake the position, whether any expenses are payable by you as a jobseeker or whether there are any requirements imposed by law or otherwise for you to satisfy before taking up a position.

- If you are a recruiter; checking the identity of the jobseeker and that the jobseeker has the experience, training, qualifications and authorisation required by law or otherwise for the position and whether there are any requirements imposed by law or otherwise for you, as the recruiter, to meet to enable a jobseeker to take up a position.

In addition, where professional qualifications are required or where jobseekers are to work with vulnerable persons or children, you should obtain copies of the relevant qualifications or authorisation, obtain at least two references from people who are not relatives of the jobseeker and undertake a criminal records bureau check of the jobseeker. For more details of how to undertake a criminal records bureau check, please [click here](#).

Any searching or screening tools provided by us for use in your assessment of the suitability or otherwise of any particular candidate or advertised vacancy are to assist you in taking these steps but are not intended as a substitute.

IR35 Tax Legislation

Recruiters will need to be aware of the IR35 legislation when posting job adverts, namely that targets candidates including but not limited to independent contractors, freelancers, interim and/or consultant. The recruiter must comply to the rules derived from the IR35 legislation and apply where necessary.

The application of the legislation in question must be done with reasonable care when defining the IR35 of the Jobseeker's status and in the absence of reasonable care the recruiter will automatically become liable for any omission. The discretion lies with You to be updated with your obligations under the IR35 legislation.

Equality Act 2010

Subject to the clauses above, you must comply and adhere to all applicable laws when using Our Services, including but shall not be limited to the Equality Act 2010 and the Code of Practice on Employment provided by the Equality and Human Rights Commission. You must not use Our Services with the intention to discriminate or place the Jobseekers at a disadvantage when deciding or approaching them to fulfil a job vacancy. You hereby confirm that the content of the job advert and when using the CV database as per clause 15, you will comply with all your obligations hereunder and within the aforementioned Legislation and Code of Practice on Employment. You shall indemnify Us against any claim brought by an individual arising from your breach of this obligation or any other of these Recruiter Terms.

WHAT'S IN THESE TERMS?

These recruiter terms (the "Recruiter Terms") set out the information applicable to recruiters (the "Recruiters") who wish to use the Site.

Please also see our [Privacy Notices](#) and [Policies](#) for more information.

BY USING THE SITE, YOU ACCEPT THESE TERMS

1. By using the Site, you confirm that you accept these Recruiter Terms and that you agree to comply with them.
2. If you do not agree to these Recruiter Terms, you must not use the Site.
3. We recommend that you print a copy of these Recruiter Terms for future reference.

THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

This Acceptable Use Policy refers to the following additional terms, which also apply to your use of the Site:

- a. Our privacy policy (the "Privacy Policy"), which sets out the terms on which We process any personal data We collect from you, or that you provide to Us. By using the Site, you consent to such processing and you warrant that all data provided by you is accurate.
- b. Our cookie policy (the "Cookie Policy"), which sets out information about the cookies on the Site; and
- c. If you are a jobseeker (a "Jobseeker(s)"), Our Jobseeker terms and conditions (the "Jobseeker Terms"), which sets out information applicable to Jobseekers.

WE MAY MAKE CHANGES TO THE TERMS OF THESE TERMS

We amend these Recruiter Terms from time to time. Every time you wish to use the Site, please check these Recruiter Terms to ensure you understand the terms that apply at that time. Please view the "Effective from" date at the top of these terms to see when it was last revised.

DEFINITIONS

In these Recruiter Terms the following words shall have the following meanings:

- a. "Contract" the contract between Us and the Customer for the provision of Services governed by these Recruiter Terms and the documents referred to in them.
- b. "Contract Term" means, in respect of any Order relating to the provision of Services for a specified period of 30 days, the Contract Term commencing on the date the advertisement is approved and ending 29 days later.

- c. "Customer" means any person, company, organisation or firm which purchases Services from Us.
- d. "Order Confirmation" means an email from us to you approving your advertisement.
- e. "Services" means all recruitment services made available by Us from time to time; and
- f. "Start Date" means the date of commencement of the advertisement as specified in the Order Confirmation email.

METHODS OF CONTRACTING

The methods of contracting with Us for the Supply of Services are as follows:

- a. Online via the Site. Please follow the onscreen prompts to place an order. You can submit an order using the online Order Form set out on the Site.

BASIS OF CONTRACT

- a. Contract. The contract between Us and you in respect of the Services (the "Contract") shall comprise the Order Form and these Recruiter Terms to the exclusion of all other terms and conditions (including any terms or conditions which the Recruiter purports to apply under any purchase order, confirmation of order or other document). In the event of a conflict in terms between the Order Form and these Recruiter Terms, the documents shall rank in the following order of precedence:
 - a. Order Form,
 - b. these Recruiter Terms.
- b. Correcting input errors. Our order process allows you to check and amend any errors before returning your Order Form to Us. Please check the order carefully before confirming it. You are responsible for ensuring that your Order Form is complete and accurate.
- c. If We cannot accept your order. If We are unable to supply you with the Services for any reason, We will inform you of this by email and We will not process your order. If you have already paid for the Services, We will refund you the full amount.

OUR SERVICES

- a. Provision of Services. After the Contract is formed, We will provide you with the Services from the Start Date.
- b. Descriptions and illustrations. Any descriptions or illustrations on the site are published for the sole purpose of giving an approximate idea of the Services described in them. They will not form part of the Contract or have any contractual force.

- c. Compliance with specification. Subject to Our right to amend the specification (see clause d) We will supply the Services to you in accordance with the specification for the Services appearing on the Site at the date of your order in all material respects.
- d. Changes to specification. We reserve the right to amend the specification of the Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services.
- e. Reasonable care and skill. We warrant to you that the Services will be provided using reasonable care and skill.
- f. Time for performance. We will use all reasonable endeavours to meet any performance dates specified in the Order Confirmation, but any such dates are estimates only and failure to perform the Services by such dates will not give you the right to terminate the Contract.
- g. Our primary fulfilment of advertising your vacancy will be www.gopaddling.info any 3rd parties sites or promotion of vacancy's is at our discretion they will not form part of the Contract or have any contractual force.

YOUR OBLIGATIONS

It is your responsibility to ensure that:

- a. the Order Form is complete and accurate;
- b. you co-operate with Us in all matters relating to the Services;
- c. you provide Us with such information and materials We may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects; and
- d. you comply with all applicable laws.

If Our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in you obligations ("Your Default"):

- a. We will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve Us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle Us to terminate the contract under TERMINATION;
- b. We will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from Our failure or delay to perform the Services; and
- c. it will be your responsibility to reimburse Us on written demand for any costs or losses We sustain or incur arising directly or indirectly from Your Default.

CHARGES

- a. In consideration of Us providing the Services you must pay Our charges (the “Charges”) in accordance with this Charges section.
- b. The Charges are the prices quoted on the order form.
- c. Our Charges are inclusive of VAT. Where VAT is payable in respect of some or all of the Services you must pay Us such additional amounts, at the applicable rate, at the same time as you pay the Charges.
- d. Where a Customer posts an advertisement on the Site which includes any reference to a brand of a client or a subsidiary of the Customer (which reference may include, without limitation, such client's or subsidiary's logo, http address, email address and telephone number) (the “Client Branded Advertising”), and the posting of such Client Branded Advertising has not been agreed by Us, the offending content will be removed.
- e. A job posted on the Site will remain live as agreed in the Order Form. Any extension of this time will be charged to the Customer as a new posting. Any jobs posted in addition to the agreed number of jobs per month will be charged at a price per job agreed with the Customer. A single job is identified by its unique ID number. If a Customer deletes a job and then either reposts it or posts another, this will be classed as two jobs.

HOW TO PAY AND CREDIT TERMS

- a. Payment for the Services is by invoice, pay pal or by credit card.
- b. We will send you an electronic invoice after the start date set out in the Order Form. The invoice will be sent to the email address you provide as your accounts payable contact or as otherwise agreed.
- c. If you fail to make a payment under the Contract by the due date, then, without limiting Our remedies under you will have to pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England’s base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- d. You must pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- e. Credit is granted subject to Us obtaining suitable credit checks. Other than for Services purchased online where payment has been confirmed and where credit is granted, an e-invoice will be issued. The invoice will be sent to the email address you provide as your accounts payable contact. The invoice will be due for payment in full within 30 days of invoice date. In the event of late payment, We may terminate Services and all outstanding invoices will become payable immediately. In the case of contracts greater than one month duration, the fees in respect of the notice period shall also become payable immediately.

- f. In addition, interest and fees will be payable on late payments in accordance with Late Payment of Commercial debts (Interest) Act 1998. If credit is not permitted a prepayment account may be granted, the whole amount of the contract payable in advance of services being provided. You may request a review of this credit arrangement after 3 months from contract start date. We reserve the right to periodically review your credit terms.

JOB ADVERTISING

Job adverts go live after payment on the Site within two working days

For first time Customers who pay online via the Site, We need to carry out some security checks before jobs go live. If it is not possible to verify this from the information provided, We will contact Customers to request further information. This may delay the time it takes for jobs to go live.

- a. You will be notified by email when your job adverts have gone live on the Site.
- b. We have rules regarding the content and format of jobs posted on the Site. Their purpose is to ensure that users who search the Site get results which are presented as clearly and informatively as possible. You agree that We may, at Our discretion and without liability to you, remove from the Site any advertisement which is posted in breach of these rules:
- c. The Rules are as follows:
 - i. No duplicating of jobs at the expense of other Recruiters jobs.
 - ii. No gratuitous use of keywords in job descriptions or job titles.
“Gratuitous” means deliberately inserting words, strings of words, or repeating job titles, with the intention of influencing position in the results listing or increasing the number of page views.
 - iii. Job advertisements placed on the Site must be for genuine vacancies only, and not for other products or services, either relating to or unrelated to recruitment including, but not limited to, affiliate schemes, pyramid selling schemes or any other so called 'business opportunity'.
 - iv. Job advertisements placed on the Site must be for genuine employment vacancies only. Customers are prohibited from placing advertisements for

other products or services, either relating to or unrelated to recruitment including, but not limited to, traineeships, vacancies seeking 'business owners', affiliate schemes, franchise roles and opportunities, pyramid selling schemes or any other so called 'business opportunity'.

- v. Customers must not charge or accept at any time any fee or other payment from jobseekers, applicants or those who have been successfully offered a position by the Customer including, but not limited to, investment fees, franchise fees, joining fees, setting up fees, training fees, monthly fees, application fees, administrative fees and one-off set-up fees regardless of whether or not such fees or payments are refundable. Furthermore, Customers must not require or request jobseekers, applicants or those who have been successfully offered a position by the Customer to provide or purchase any material or merchandise as part of accepting or performing any role advertised.
- vi. Contact telephone numbers, URLs or email links (live or text only) are not permitted in the body copy of the job description page. Email links are permitted from the 'send an email' link and url linking is permitted from the 'apply online' link.
- vii. Any advertising that uses the name or logo of the company being recruited for is subject to Our rates for such advertising as detailed above.
- viii. Advertisements which appear to discriminate on grounds of sex, race or disability are illegal and may result in proceedings being taken against both the advertiser and the publisher. Advertisements are accepted by the Site on the basis that the Recruiter confirms that any requirement or qualification which may appear to discriminate illegally is in compliance with any exemption available under the relevant legislation. Notwithstanding this confirmation, if We nonetheless believe that an advertisement may be discriminatory, We may at Our discretion either amend the advertisement or remove it from the Site without liability to you to make any refund of amounts paid or due to be paid in respect of the posting or otherwise and will inform you accordingly.
- ix. Job advertisement placed on the Site must be accessible and available for the jobseekers to review and apply. If we become aware that the job advert is no longer in existence or is not available for the jobseekers to access, We reserve the right to remove the job advert from our job board without any prior notification to you. This will include if the job advert is within the agreed term specified in your Order Form and it is no longer in existence, We will remove the job advert immediately.

RESPONSES TO ADVERTISEMENTS

- a. You agree to deal fairly and professionally and in accordance with requirements set forth in the Employment Rights Act 1996, Equality Act 2010 and any other applicable laws with individuals who may respond to an advertisement you have posted. You will not do anything which may bring Us or the Site into disrepute. You will indemnify Us from and against any claim brought by an individual against the Site arising from your breach of this obligation or any other term of these Recruiter Terms.
- b. We do not guarantee any response to your advertisement or that responses will be from individuals suitable for the job advertised. It is your responsibility to carry out such checks and procedures as are necessary to ensure that Jobseekers are suitable for the job advertised and have the required qualifications and personal characteristics.
- c. As part of Our commitment to getting customers the best possible response, We reserve the right to amend some of the job details that you supply in order to optimise your advertisement.

THIRD PARTY SITES

Vacancies you post on the Site may also appear on third party recruitment web sites pursuant to agreements from time to time between Us and the proprietors of such web sites.

TERMINATION

Without limiting any of Our other rights, We may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if:

- a. you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 7 days of you being notified in writing to do so;
- b. you fail to pay any amount due under the Contract on the due date for payment;
- c. you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- d. you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or

- e. your financial position deteriorates to such an extent that in Our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.
- f. Termination of the Contract will not affect your or Our rights and remedies that have accrued as at termination.
- g. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

EVENTS OUTSIDE OUR CONTROL

- a. We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under the Contract that is caused by any act or event beyond Our reasonable control (an “Event Outside Our Control”).
- b. If an Event Outside Our Control takes place that affects the performance of Our obligations under the Contract:
 - i. We will contact you as soon as reasonably possible to notify you; and
 - ii. Our obligations under the Contract will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.
 - iii. You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact Us. If you opt to cancel, We will refund the price you have paid, less the Charges reasonably and actually incurred by Us in performing the Services up to the date of the occurrence of the Event Outside Our Control.

LICENSE TO USE CUSTOMER’S NAME TRADEMARKS AND LOGOS

The Customer grants to Us a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to use the Customer's name, trademarks and logos (the “Customer IP”) for the purposes of providing the Services and in Our marketing materials (including, but not limited to, websites and brochures) and that We may present examples of the services provided to and the materials published on behalf of Customer.

LIMITATION OF LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- a. Nothing in the Contract limits or excludes Our liability for:
 - i. death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors;

- ii. fraud or fraudulent misrepresentation; or
 - iii. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- b. Subject to clause a, We will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
 - i. loss of profits;
 - ii. loss of sales or business;
 - iii. loss of agreements or contracts;
 - iv. loss of anticipated savings;
 - v. loss of use or corruption of software, data or information;
 - vi. loss of or damage to goodwill; and
 - vii. any indirect or consequential loss.
- c. Subject to clause a, Our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited of the total Charges paid under the Contract.
- d. Except as expressly stated in these Terms, We do not give any representations, warranties or undertakings in relation to the Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, including without limitation the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982, by common law or otherwise are, to the fullest extent permitted by law, excluded from the Contract.
- e. Nothing in these Recruiter Terms limits or affects the exclusions and limitations set out in Our Terms & Conditions.
- f. This clause TERMINATION will survive termination of the Contract.

WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

These Recruiter Terms, their subject matter and its formation are governed by English law. You and We both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.