

**Please note, these Terms and Conditions shall be deemed to have been accepted by the Advertiser at the time the Advertiser places an order for an Advertisement to be published. Once accepted, these Terms and Conditions constitute legal, valid and binding obligations on the Advertiser.**

**STANDARD TERMS AND CONDITIONS FOR THE PUBLICATION OF ADVERTISEMENTS BY TES GLOBAL LIMITED ("TES GLOBAL")**

**1. Definitions**

**1.1** In these Terms and Conditions the following words shall bear the meanings assigned to them below:

- **Advertiser**

Means the party who places with TES Global the order for the insertion of the Advertisement, whether such person is (i) the seller of that product or service promoted (ii) the employer for the role advertised or (iii) that person's advertising agency or media buyer;

- **Advertisement**

Means a Website Advertisement or Publication Advertisement in each case as further defined below and in the Technical Specifications at Schedule 1;

- **Confidential Information**

The commercial terms relating to this Agreement, other than those that are publically available, and all information in whatever form: (i) disclosed by one party to the other in connection with this Agreement; or (ii) in the case of applicant/candidate information (such as an individual's CV or employment history), disclosed by an applicant and/or their agent to a party to the Agreement in connection with an Advertisement, which is marked as confidential or by its very nature should be treated as being confidential;

- **Copy**

Means the visual proof that specifies the Advertiser's precise requirements for the published Advertisement;

- **Force Majeure Event**

Means any event or circumstance which is beyond the reasonable control of the affected party, including, but not limited to, flood, subsidence, terrorist act, fire or war, failure or shortage of power supplies, acts of government and industrial action of any kind;

- **Individual Advertisement**

Means an Advertisement which is not booked as part of a Package.

- **Insert Date**

Means the date on which the Advertisement is published in a Publication or on a Website;

- **MJS Advertisement**

Means an Advertisement that is provided by COSLA (which owns and operates the MyJobScotland.gov.uk website) for publication in TESS and on the TES website;

- **Online Package**

Means a Website Advertisement offered by TES Global with related services and any add-on modules (as listed at Schedule 3) chosen by the Advertiser, including but not limited to: Starter Package; Bronze Package; Silver Package and; Gold Package (as defined in Schedule 1);

- **Package**

Means a package offered by TES Global which allows the Advertiser to place numerous Advertisements (subject to the terms of the relevant package) for a composite price including, but not limited to, the Recruitment Subscription Package.

- **Payment Period**

Means the period stated on the relevant invoice during which payment of the invoiced amount must be received by TES Global;

- **Publication**

Means any of the following physical print publications: TES, TESS, TES Pro, THE, and any other newspaper, magazine or periodical publication published by TES Global from time to time;

- **Publication Advertisements**

Means any Advertisement which the Advertiser has ordered to be published in a Publication including but not limited to the following types:

- Classified Publication Advertisement; and
- Display Publication Advertisement

in each case as further defined in the Technical Specifications at Schedule 1.

(Together with any other types of advertisements offered for publication by TES Global in the Publications from time to time);

- **Publication Period**

Means the period during which an Advertisement will appear in the relevant Publication or on the relevant Website (as set out in Schedule 2);

- **Rate Card**

Means the rate cards [at Schedule 4] produced from time to time by TES Global containing details of its prevailing prices for its advertising services;

- **Relevant Rate Card**

Means the Rate Card issued at the date the order is placed applicable to (i) the relevant Advertisement type (e.g. Classified Publication Advertisement) ordered for publication by the Advertiser or (ii) the relevant Publication or Website on which the Advertisement is published or (iii) the Online Package;

- **Recruitment Subscription Package**

Means the package offered by TES Global in respect of recruitment Advertisements for non-leadership roles.

- **Run To Fill**

Means a promotion whereby TES Global offers discounted prices for Advertisements that are repeated.

- **TES**

Means the Times Educational Supplement;

- **TES Leadership**

Means the TES Leadership Jobs section in the TES;

- **TESS**

Means the Times Educational Supplement Scotland;

- **TES Pro**

Means the TES Magazine "TES Pro";

- **THE**

Means Times Higher Education;

- **TES Global**

Means the publisher, TES Global Limited of 26 Red Lion Square, Holborn, London, WC1R 4HQ;

- **Usage Statistics**

Means the number of responses received by the Advertiser in relation to an Advertisement calculated, by way of example, in reference to the number of candidates who respond to an Advertisement and/or the number of times an Website Advertisement is viewed;

- **Website**

Means any website owned or controlled by TES Global;

- **Website Advertisement**

Means any Advertisement which the Advertiser has ordered to be published on a Website including but not limited to the following types:

- Featured Employer Advertisement;
- Featured Job Advertisement;
- Featured Authority Advertisement;
- Featured Vacancy Advertisement;
- Sponsored Job Advertisement;
- Job of the Week Advertisement;
- Contextual Advertisement;
- MJS Advertisement;
- Display Website Advertisement; and
- the Online Packages

in each case as further defined in the Technical Specifications at Schedule 1.

(Together with any other types of advertisements offered for publication by TES Global on the Websites from time to time).

## **1.2** In these Terms and Conditions:

- (a) a person includes a natural person, a corporate or unincorporated body and that person's legal and personal representatives, successors and permitted assigns;
- (b) the attached Schedules and the Relevant Rate Card referenced herein are automatically deemed to form part of these Terms and Conditions. Accordingly any reference to these Terms and Conditions shall include the Schedules and the Relevant Rate Card;
- (c) the singular shall include the plural and vice versa;

- (d) a reference to any gender shall include the reference to the other gender and the neuter;
- (e) all headings are included for the purpose of convenience only and shall not govern the interpretation of the content of these Terms and Conditions; and
- (f) all monies referenced in these Terms and Conditions will be in British pounds sterling.

## **2. Nature of the Agreement**

- 2.1** These Terms and Conditions will apply to any Advertisement which TES Global accepts for publication.
- 2.2** As specified more particularly in clause 5, the acceptance of an order for an Advertisement to be published is entirely at TES Global's discretion.
- 2.3** Where the provisions of these Terms and Conditions conflict with the provisions of the Relevant Rate Card, the provisions of the Relevant Rate Card will prevail.
- 2.4** These Terms and Conditions may be updated from time to time by TES Global without notice to the Advertiser. The updated Terms and Conditions will be published on the relevant Websites and TES Global will indicate clearly the date that the Terms and Conditions were last updated. The continued use of TES Global's advertising services following any amendment constitutes the Advertiser's acceptance of the amended Terms and Conditions. It is the responsibility of the Advertiser to regularly check the Websites to determine if there have been any changes to these Terms and Conditions and to review such changes.

## **3. Booking Procedure for Website Advertisements**

- 3.1** Where a booking is made by an Advertiser in relation to a Website Advertisement only, the following booking procedure will apply:
  - 3.1.1** bookings will be accepted via email only. The necessary contact details are set out in Schedule 2;
  - 3.1.2** details of the Advertiser (including an invoicing address) must be provided with each order submitted (save where the booking is made as part of a Package);
  - 3.1.3** TES Global may, at its entire discretion, refuse to accept a generic Website Advertisement (that is, a Website Advertisement that does not relate to a specific position at a specific establishment);
  - 3.1.4** bookings will not be accepted for Website Advertisements which relate to more than one vacancy; and

**3.1.5** in order for TES Global to be able to comply with its obligations to publish a Website Advertisement, the following information will be required either as part of the Copy provided by the Advertiser at the time the order is placed or, where a space only booking is made, before the deadlines set out in Schedule 2:

- (a) job title;
- (b) school/establishment name;
- (c) salary or salary range;
- (d) whether the vacancy is full time or part time;
- (e) whether the vacancy is to fill a temporary or permanent position;
- (f) start date;
- (g) interview dates;
- (h) post code of the employer;
- (i) location of the school/establishment;
- (j) country in which the position is being advertised;
- (k) whether the job is suitable for NQT;
- (l) whether "London Weighting" applies; and
- (m) details of how candidates are to make their application (including the closing date of the application)

and TES Global shall not be deemed to be in breach of these Terms and Conditions for failure to publish (or failure to publish in full) any Website Advertisement in respect of which all of the above information has not been provided.

**3.2** Save in respect of an MJS Advertisement (see 3.3 below), Website Advertisements generally appear on the Website within 48 hours of the Advertisement being ordered, but TES Global does not make any commitments in this regard. Advertisements will remain on the relevant Website until the end of the Publication Period or until the applicable closing date for job applications, if specified, whichever is sooner. Advertisers may request that the Advertisement be removed from the Website at any time after publication and TES Global shall use its reasonable endeavours to comply with this request. No refund or reduction in price shall be due to the Advertiser if it requests the early removal of the Advertisement from the Website.

**3.3** MJS Advertisements generally appear on the relevant Website within 24 hours of the publication date of TESS if the order for the Advertisement has been received from COSLA by the booking deadlines set out in Schedule 2, but TES Global does not make any

commitments in this regard. MJS Advertisements will remain on the Website for the Publication Period. Advertisers may request that the Advertisement be removed from the Website at any time after publication and TES Global shall use its reasonable endeavours to comply with this request. No refund or reduction in price shall be due to the Advertiser if it requests the early removal of the Advertisement from the Website.

**3.4** The deadlines for (i) receipt of the Advertiser's Copy (ii) receipt of alterations and amendments to a Website Advertisement and (iii) Advertisement cancellations are set out in Schedule 2.

**3.5** TES Global reserves the right to amend the deadlines set out in Schedule 2 from time to time. The Advertiser acknowledges that the updated Schedule 2 will be published on the Websites and the Advertiser acknowledges that, in accordance with clause 2, it will consult the current terms prior to placing its order with TES Global.

**3.6** The terms and conditions governing the use of the Website on which the Advertisement has been published shall apply to the Advertisement from the Insert Date. The Advertiser agrees to comply with and be bound by the terms and conditions of use when using the Websites and when receiving any service provided by TES Global via the Websites.

#### **4. Booking Procedure for Publication Advertisements**

**4.1** Where a booking is made by an Advertiser in relation to a Publication Advertisement, then the following booking procedure will apply:

**4.1.1** bookings may be made by email, in writing or by telephone and the necessary contact details are set out in Schedule 2;

**4.1.2** details of the Advertiser, including an invoicing address, must be provided with each order submitted (save where the booking is made as part of a Package);

**4.1.3** TES Global may, at its entire discretion, refuse to accept a generic Publication Advertisement (that is, a Publication Advertisement that does not relate to a specific position at a specific establishment); and

**4.1.4** each Copy submitted by the Advertiser must include all information that the Advertiser wishes to be included in the published Publication Advertisement.

**4.2** TSL shall not be deemed to be in breach of these Terms and Conditions for failure to publish (or failure to publish in full) any Publication Advertisement in respect of which all of the information at clause 4.1 has not been provided.

**4.3** A booking for a Publication Advertisement may be made either (i) as a space only booking, where the Copy is to be subsequently provided by the Advertiser (by a time specified by TES Global) or (ii) as a complete booking, where the Copy is submitted at the time the booking is made.

**4.4** The deadlines for (i) receipt of the Advertiser's Copy (ii) receipt of alterations and amendments to a Publication Advertisement and (iii) Advertisement cancellations are set out in Schedule 2.

**4.5** TES Global reserves the right to amend the deadlines set out in Schedule 2 from time to time. The Advertiser acknowledges that the updated Schedule 2 will be published on the Websites and the Advertiser acknowledges that, in accordance with clause 2, it will consult the current terms of Schedule 2 prior to placing its order with TES Global.

## **5. Order Acceptance**

**5.1** The Advertiser's order will be accepted at the time that TES Global agrees to publish the Advertisement. TES Global's agreement to publish the Advertisement is given on the basis that these Terms and Conditions apply to the arrangement.

**5.2** In respect of Individual Advertisements, in the event that an order for the publication of an Advertisement is varied by the Advertiser for any reason such that the type(s) of Advertisement changes, TES Global shall be entitled to invoice the Advertiser in respect of the originally-ordered type of Advertisement (subject to a subsequent reconciliation, as necessary).

**5.3** TES Global may at its entire discretion cancel any order, decline to publish or may omit, suspend or change the position of any Advertisement accepted for publication.

**5.4** TES Global reserves the right to refuse to accept any order or Advertisement for publication which (i) refers to or advertises any publication or website similar to or in competition with a Publication or Website, or (ii) which refers to or offers similar advertising services to those offered by TES Global.

**5.5** Whilst TES Global will take all reasonable steps to ensure that the Advertisement placed by the Advertiser is positioned in the Publication or on the Website as requested by the Advertiser, TES Global gives no warranty or guarantee that it will be able to position the Advertisement as requested and in any event reserves the right to change the position of the Advertisement.

**5.6** TES Global reserves the right to make an additional administrative charge in respect of any upgrade that is requested by the Advertiser to a Website Advertisement (booked as an Individual Advertisement) or Online Package where the upgrade is requested after the invoice has been issued for the original Advertisement or Online Package ordered. TES Global shall be entitled to invoice the Advertiser for the difference between the rate charged for the original Advertisement and the rate charged for the new Advertisement or Online Package ordered as set out in the Relevant Rate Card.

**5.7** In respect of Individual Advertisements, TES Global reserves the right to make an additional administrative charge in respect of any add-on module that is requested by the Advertiser after the invoice has been issued for the original Website Advertisement ordered. TES shall be entitled to invoice the Advertiser for the amount charged in respect of the add-on module as set out in the Relevant Rate Card.



**5.8** TES Global will not accept any request to amend an Advertisement after the Advertisement has been published where the amendment is in respect of the job title. Any amendment requested to the Advertisement in respect of the closing date of the application will only be accepted if the request is received (and can be processed by TES Global) within the Publication Period.

**5.9** In the event that an Advertiser benefitting from a Package wishes to order an Advertisement which is not covered by the relevant Package (or wishes to vary or upgrade an existing Advertisement in such a way that is not permitted by the Package), the order, variation or upgrade shall be treated as a new booking for an Individual Advertisement (in addition to the existing Package) for the purposes of this Agreement.

## **6. Prices for Advertising**

**6.1** The price for an Individual Advertisement shall be calculated in accordance with those rates set out in the Relevant Rate Card at the date on which the Advertisement is published.

**6.2** TES Global reserves the right to amend and revise the rates set out in a Relevant Rate Card from time to time. The Advertiser acknowledges that if the rates are amended, the revised Rate Card will be published on the Websites in accordance with clause 2. The Advertiser acknowledges that the onus and risk is on the Advertiser to ensure that it establishes the current rate applicable to the publication of the Advertisement at all times and in any event, prior to placing any order with TES Global.

**6.3** Unless rates are specifically stated to be inclusive of VAT or other sales tax, all rates contained in the Relevant Rate Card shall be exclusive of VAT or other sales tax and TES Global shall charge VAT/sales tax at the applicable rate on the date on which the Advertisement is published.

If any withholding VAT/sales tax or local surcharge is applicable, the amount payable to TES Global shall be the amount stated on the rate card and the withholding tax shall not be deducted from the payment to TES Global.

**6.4** Unless otherwise agreed by TES Global, where the Individual Advertisement is one of a series of Advertisements, the price to be paid by the Advertiser in respect of the first-published Advertisement shall be determined in accordance with clause 6.1, and the price payable for the remainder of the series shall (save where otherwise agreed between the parties) be the rate applicable at the Insert Date of each individual Advertisement.

**6.5** Where the Individual Advertisement is one of a series of Advertisements and the Advertiser has been granted a discount to the normal advertising rates by virtue of that fact, if the Advertiser subsequently elects to cancel any or all of the remaining Advertisements still to be published in that series, TES Global shall be entitled to revise its charges for (i) any Advertisement in that series which has already been published, or (ii) any Advertisement which is still to be published. Each Advertisement will be charged as an Individual Advertisement and the applicable undiscounted rate at each Insertion Date shall

apply. This clause shall apply whether the Advertiser has already been invoiced for Advertisements in the series which have been published, or otherwise.

**6.6** If the Relevant Rate Card contains incorrect pricing information due to typographical errors, TES Global shall not be under any obligation to provide the services to the Advertiser at the incorrect price, even after TES Global has accepted the booking. In the event of such an error, TES Global shall have the right to cancel the booking and offer the services to the Advertiser at the correct price.

**6.7** Run To Fill promotional discounts are subject to the following exclusions:

**6.7.1** The repeat Advertisement must run within an eight week period following the previous Advertisement.

**6.7.2** Only the original job-titles specified in the first two Advertisements may be advertised again. Different positions at the same establishment may not be used.

**6.7.3** Composite Advertisements may not take advantage of this promotion.

**6.7.4** Run To Fill is only available to UK teaching organisations and Local Authorities.

**6.7.5** TES Global reserves the right to make additional exclusions at its discretion.

**6.7.6** The Run To Fill discount must be mentioned at the time of booking for the Advertisement to be eligible for the discount. The discount will not be applied after the booking deadline, as set out in Schedule 2, has passed.

**6.8** The price for a Package shall be as set out in the order and/or booking form (as applicable) signed by TES Global and the Advertiser in respect of the Package.

## **7. Payment**

**7.1** TES Global shall raise an invoice for the price of the Individual Advertisement as soon as practicable on or after the Insert Date of the Advertisement.

**7.2** Unless otherwise agreed in writing, each invoice is payable by the Advertiser within the Payment Period.

**7.3** Where payment is not received by TES Global within the Payment Period (in accordance with clause 7.2), without prejudice to any other rights or remedies available to TES Global, the Advertiser agrees to pay TES Global in respect of the applicable invoice:

**7.3.1** an administrative charge of (i) £40 for each invoice totaling less than £1,000, (ii) £70 for each invoice totaling greater than £1,000 but less than £10,000 or (iii) £100 for each invoice totaling greater than £10,000;

**7.3.2** interest on the overdue amount at the rate of 8% above the base rate of the Bank of England for the time being in force on the date the invoice was sent

calculated on a daily basis from the date on which the payment was due to the date on which the payment was made (both dates inclusive); and

- 7.3.3** a sum representing TES Global's costs of recovering the overdue amounts, to the extent any agency, collector or solicitor is engaged to procure the repayment of the debt where any court proceedings have been issued.

## **8. Cancellation of the Advertisement by the Advertiser**

- 8.1** If the Advertiser wishes to cancel any Advertisement or any space which it has booked with TES Global, then it shall immediately send a "notice of cancellation" to TES Global.
- 8.2** The notice of cancellation will not be acted upon by TES Global if it is received after the deadlines set out in Schedule 2. In such a case, the Advertiser shall remain liable for the full cost of the booking (if made in respect of an Individual Advertisement) or the full cost of the Package (if the booking was submitted as part of a Package).
- 8.3** If notice of cancellation is received by TES Global prior to the deadline set out in Schedule 2, TES Global shall ensure that it uses its reasonable endeavours to effect the cancellation but shall not be liable in the event that it is unable to cancel the publication of the Advertisement for any reason. In such a case the Advertiser shall remain liable for the full cost of the booking (if made in respect of an Individual Advertisement) or the full cost of the Package (if the booking was submitted as part of a Package).
- 8.4** Notice of cancellation must be given to TES Global in the manner set out in Schedule 2. However, no notice of cancellation shall be deemed to be effective until TES Global has sent an acknowledgement to the Advertiser of receipt of the notice of cancellation.

## **9. Publication of the Advertisement**

- 9.1** Where the Advertiser provides a Copy to TES Global, TES Global will not be liable to the Advertiser in any way for any errors in the Copy provided by the Advertiser. In addition, where the Advertiser provides a Copy to TES Global which is insufficiently clear, illegible or inaccurate then TES Global will not be liable to the Advertiser for any errors that may be found on publication of the Copy.
- 9.2** Where the Advertisement is provided to TES Global by COSLA, TES Global will not be liable to the Advertiser in any way for any errors in the Advertisement provided by COSLA.
- 9.3** Where the Advertiser provides TES Global with a Copy, if the Copy is not provided by the Advertiser prior to the dates and times set out in Schedule 2, TES Global may at its entire discretion publish the Copy which has been previously published, or may treat the Advertiser as having cancelled its booking. In both cases the Advertiser shall remain liable for the full cost of the booking (if made in respect of an Individual Advertisement) or the full cost of the Package (if the booking was submitted as part of a Package) as if the requisite Copy had been published.

- 9.4** Where the Advertiser engages TES Global to provide a Copy, TES Global shall use its reasonable endeavours to provide an appropriate Copy and the Advertiser shall have no claim of any nature arising from such a Copy being published (including a claim for a reduction in cost) unless the Advertiser can show that it has suffered loss or damage caused by the negligence or wilful default of TES Global.
- 9.5** In respect of Publication Advertisements to be published in TES or THE, where the Advertiser engages TES Global to provide a Copy, TES Global will provide the Advertiser with a draft of the Advertisement to check prior to the Insert Date if the order for the Advertisement is received by TES Global before the booking deadline set out at Schedule 2.
- 9.6** Where the Advertiser engages TES Global to upload a video to a third party website on its behalf (as part of an Online Package), provided that the Advertiser supplies TES Global with a copy of the video (in appropriate format) at the time the order for the Online Package is made, TES Global shall use its reasonable endeavors to upload the video to the third party website and provide access to the video by way of a link in the associated Website Advertisement.
- 9.7** Where the Advertiser has uploaded a video to a third party site and requests that the video is accessible through a Website Advertisement (as part of an Online Package or Package) the Advertiser agrees to supply TES Global with the link to the video at the time the order for the Online Package is made (or before the deadlines set out in Schedule 2).
- 9.8** The Advertiser acknowledges that TES Global will not be responsible for (i) the availability of any third party website accessible through the Website or the availability of any video that is uploaded to a third party website (as part of an Online Package or Package) or (ii) the content of any third party website or the content of any video accessible through the Websites. TES Global assumes no responsibility in the event that a video is no longer accessible via the link included in the relevant Website Advertisement (for reasons outside of TES Global's reasonable control) and it is the responsibility of the Advertiser to ensure that the link is effective during the Publication Period.
- 9.9** Where a Copy, artwork or other instructions are received by TES Global which are not in a proper form or which are in a form which involves any extra production work by TES Global in order to be published, or if TES Global is otherwise required to perform additional production work as a result of the Advertiser's failure to conform to TES Global's requirements or instructions, then TES Global reserves the right to treat the Advertiser as having cancelled the order for publication of that Advertisement.
- 9.10** TES Global assumes no responsibility in the event that any error in any Advertisement is repeated on a Website or in any subsequent Publication unless TES Global is notified of the error as soon as reasonably practicable when the error occurs and in that case TES Global's only liability shall be to correct the error for subsequent Advertisements booked to appear in a Publication or on the Website where the relevant deadline date and time for amendments has not expired.

**9.11** TES Global reserves the right to amend a Copy where it reasonably believes it is necessary to do so. TES Global also reserves the right to modify the space, alter the position of the Advertisement and (where it has advised the Advertiser) to alter the Insert Date of the Advertisement. TES Global will use its reasonable endeavours to advise the Advertiser of such changes and the Advertiser may then cancel the Advertisement if the deadline for cancellation set out in Schedule 2 has not passed. Where, despite its reasonable endeavours, TES Global has been unable to advise the Advertiser of the amendments or alterations, then the Advertiser shall remain liable to pay the price applicable to the amended/altere d Advertisement (if submitted as an Individual Advertisement) or the price applicable to the Package that the amended/altere d Advertisement relates to.

**9.12** TES Global may refuse or require the amendment of any artwork, materials or a Copy for or relating to an Advertisement so as to:

**9.12.1** comply with the legal or moral obligations placed on TES Global by any party;

**9.12.2** avoid printing anything which would not be, in the reasonable opinion of TES Global, appropriate for it to publish;

**9.12.3** avoid infringing any third party's rights;

**9.12.4** avoid contravening the British Code of Advertising and Sales Promotion and all other codes and guidance issued and/or generated by the Advertising Standards Authority;

**9.12.5** avoid contravening the Business Protection from Misleading Marketing Regulations 2008 or any other legislation which might be applicable from time to time;

**9.12.6** ensure that the Advertisement complies with the necessary image resolution stipulated or referred to in the Relevant Rate Card;

**9.12.7** avoid printing anything that is, in TES Global's reasonable opinion, inaccurate, misleading or objectionable.

**9.13** The parties acknowledge and agree that the specific descriptions and terms set out in Schedule 1 in respect of each type of Advertisement shall apply in each instance (as applicable).

## **10. Obligations of the Advertiser**

**10.1** With respect to all materials that are provided to TES Global by the Advertiser (including any artwork, wording or any Copy), the Advertiser hereby grants to TES Global a royalty free, perpetual, irrevocable, non-exclusive and fully sub-licensable right and licence to use, reproduce, modify, adapt, publish and create derivative works from, distribute and display such materials (in whole or part).

**10.2** The Advertiser grants to TES Global the express rights to reproduce (i) screen shots of the Websites and (ii) extracts from the Publications that contain all or part of any of the

materials supplied by the Advertiser to TES Global on or in any promotional or advertising material or in connection with promoting or advertising the Websites or Publications.

**10.3** The Advertiser warrants that:

**10.3.1** it owns or otherwise controls all of the rights to the materials referred to in clause 10.2 and is entitled to grant the rights set out in this clause 10;

**10.3.2** the use by TES Global of the materials referred to in clause 10.2 including the reproduction and/or publication of the Advertisement by TES Global does not nor will it (i) breach any contract (ii) infringe or violate any copyright, trade mark or any other personal or proprietary right of any person and/or (iii) render TES Global liable to any proceedings whatsoever;

**10.3.3** it shall immediately notify TES Global of any materials that do not comply with these Terms and Conditions or that may infringe the rights of a third party;

**10.3.4** any information supplied by the Advertiser in connection with the Advertisement is accurate, complete, true and not misleading;

**10.3.5** where any Advertisement submitted for publication contains any material by which a person is or can be identified (including but not limited to the name or picture, or pictorial representation (photographic or otherwise) of the individual) the Advertiser has obtained the authority of the individual to use such material;

**10.3.6** where any Display Publication Advertisement or Display Website Advertisement contains financial information, the contents of the Advertisement have been approved by (or the Advertiser is) an authorised person within the meaning of the Financial Services Act 1986 (as amended) or the Advertisement is permitted under that Act;

**10.3.7** each Copy submitted to TES Global complies with the British Codes of Advertising and Sales Promotion and all other codes and guidance issued and/or governed by the Advertising Standards Authority; and

**10.3.8** as at the relevant Insert Date, the Advertisement complies with the requirements of all relevant legislation for the time being in force or applicable in the United Kingdom.

**10.4** Where TES Global, as part of an Online Package or Package, uploads a video to a third party website or provides access to a video uploaded by the Advertiser to a third party website, the Advertiser warrants that the video will not in any way breach the terms and conditions governing the use of the third party website.

**10.5** TES Global may provide the Advertiser with estimated Usage Statistics as a courtesy to the Advertiser, but TES Global shall not be liable for any claims relating to any Usage Statistics that are supplied.

- 10.6** In respect of Classified Website Advertisements only, TES Global makes no warranties or guarantees with respect to Usage Statistics or levels of page impressions for any Advertisement.
- 10.7** The Advertiser shall deal fairly and professionally with all applicants who respond to an Advertisement and in dealing with applicants shall not do anything which may bring TES Global into disrepute.
- 10.8** Should the Advertiser become aware that any person is impersonating TES Global or any TES Global staff member or is holding itself out as being in any way associated with TES Global's business, the Advertiser will inform TES Global as soon as is reasonably practicable and will provide TES Global with any information that it holds in relation to that person.

**11. Advertiser as Principal**

Where the Advertiser is an advertising agency acting on behalf of its principal, the Advertiser warrants that it is authorised by its principal to place the Advertisement with TES Global and the Advertiser will indemnify TES Global against all losses, costs and expenses suffered or incurred by TES Global as a result of any claim made by the principal against TES Global arising from the publication of the applicable Advertisement.

**12. Obligations of TES Global**

**12.1** If TES Global fails to publish any Individual Advertisement, then, where such omission constitutes a breach of these Terms and Conditions, the remedies available to the Advertiser in respect of such breach shall be limited to a requirement that TES Global undertakes one of the following steps in Tes Global's sole discretion:

**12.1.1** publishing the Advertisement or a replacement Advertisement as soon as reasonably practicable following the period during which the Advertisement should have been published. Where the Advertisement is a Display Website Advertisement and a number of page impressions have been warranted, then that warranty shall also apply in respect of such replacement Advertisement;  
or

**12.1.2** refunding to the Advertiser the cost of the Advertisement if such costs have been paid or, if such costs have not been paid, agreeing that an amount will not become payable.

**12.2** If Tes Global fails to publish an Advertisement submitted as part of a Package, then, where such omission constitutes a breach of these Terms and Conditions, Tes Global undertakes to publish the Advertisement or a replacement Advertisement as soon as reasonably practicable following the period during which the Advertisement should have been published. This shall be the Advertiser's sole remedy in respect of any such failure by Tes Global to publish an Advertisement as part of a Package.

**12.3** If TES Global fails to deliver the number of page impressions provided for in any order for a Display Website Advertisement, TES Global shall agree to either (i) where the cost of an

Individual Advertisement has not been paid, reduce the rate payable by the Advertiser to reflect the number of page impressions that have been achieved during the Publication Period or (ii) where such costs have been paid (including as part of a Package), extend the Publication Period (at no additional cost to the Advertiser) until such a time as the page impressions provided for in the order have been achieved.

**12.4** TES Global reserves the right, at any time, and from time to time, to modify or discontinue, temporarily or permanently, any Publication or Website (or any part thereof) with or without notice. The Advertiser agrees that, save as set out in clauses 12.2 and 12.5, TES Global shall not be liable to the Advertiser for any such modification, suspension or discontinuance of a Publication or Website and any effect that this may have on the Advertiser or third party.

**12.5** Where an Advertiser has paid for an Individual Advertisement and the Advertisement is not published by TES Global pursuant to clause 12.4, TES Global shall in respect of Individual Advertisements, refund to the Advertiser the cost of the Advertisement.

**12.6** TES Global does not guarantee any response to any Advertisement or that any response will be from an individual suitable for the position advertised. It is the Advertiser's responsibility to carry out such checks and procedures as are necessary to ensure that a candidate is suitable for the position advertised and has the required qualifications and personal characteristics.

### **13. Indemnity**

**13.1** The Advertiser hereby indemnifies and agrees that it will hold TES Global harmless against all losses, costs and expenses (including without limitation all legal fees, damages payments and settlement payments) suffered or incurred by TES Global as a result of:

**13.1.1** any claims brought by any third party in relation to trade mark infringement, copyright infringement, design right infringement, libel, breach of confidentiality,

**13.1.2** breach of any statutory or regulatory duty, false or misleading advertising or sales practices arising from the Advertisement and/or any material to which users can link from any Website Advertisement;

**13.1.3** any claims brought by an individual in relation to a breach of clause 10.3.5 by the Advertiser; and

**13.1.4** any claims brought by any third party in relation to a breach of clause 10.3.2 by the Advertiser.

### **14. Limitation of Liability**

**14.1** Subject to clause 14.3, TES Global shall not be liable to the Advertiser (whether such liability arises in contract, tort (including negligence) or otherwise) for:



- 14.1.1** any loss of profits, loss of contracts, loss of anticipated savings, loss of revenue, loss of or damage to data, loss of or damage to reputation or goodwill; or
- 14.1.2** any indirect or consequential loss or damages.
- 14.2** TES Global's maximum liability to the Advertiser for any loss or damage arising out of these Terms and Conditions relating to any Individual Advertisement (including its publication or non- publication) is limited to the amount paid or payable by the Advertiser in respect of the Advertisement.
- 14.3** Nothing in these Terms and Conditions shall limit or exclude TES Global's liability for (i) fraud or fraudulent misrepresentation, (ii) personal injury or death of any person caused by TES Global's negligence or (iii) any other liability which cannot be excluded or limited at law.
- 15. Termination**
- 15.1** TES Global may terminate the Agreement with immediate effect by giving notice to the Advertiser if the Advertiser is in material breach of these Terms and Conditions and (where the breach is remediable) it does not remedy such breach within 14 days of TES Global notifying the Advertiser of such breach.
- 15.2** In the event of termination of this Agreement, the Advertiser will remain liable for any amount payable (whether or not invoiced as at the date of termination) for any Advertisement published (i) prior to such termination or, (ii) after the Agreement has been terminated where it was not reasonably practicable for TES Global to prevent the publication of the Advertisement.
- 15.3** Where TES Global terminates this Agreement all amounts then outstanding (including any additional amounts payable by the Advertiser in accordance with clause 7) shall become payable forthwith notwithstanding any credit or other arrangements which may otherwise have been granted to the Advertiser.
- 15.4** The rights and remedies expressly available to TES Global pursuant to this clause 15 are not exhaustive and are without prejudice to all other remedies available to TES Global from time to time.
- 16. Entire Agreement**
- 16.1** These Terms and Conditions (together with any documents referred to or required to be entered into pursuant to these Terms and Conditions) set out the entire agreement between the parties and supersede all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of these Terms and Conditions.
- 16.2** No other provisions other than those contained in these Terms and Conditions (or any documents referred to or required to be entered into pursuant to these Terms and Conditions) shall be binding on the parties unless expressly agreed to in writing by an

authorised representative of TES Global. Specifically, no advice or information provided by or on behalf of TES Global shall create any warranty or other obligation not expressly stated in these Terms and Conditions.

**16.3** These Terms and Conditions (together with any documents referred to or required to be entered into pursuant to these Terms and Conditions) set out the full extent of TES Global's obligations and liabilities in respect of the publication of any Advertisement. In particular, there are no terms as to satisfactory quality, fitness for a particular purpose or of any other kind whatsoever. Any condition or other term which might otherwise be implied into or incorporated into these Terms and Conditions whether by statute, common law or otherwise, is hereby excluded to the fullest extent permissible at law.

## **17. Force Majeure**

**17.1** Where either party is affected by a Force Majeure Event, it shall not be under any liability to the other party for any failure or delay in performing its obligations under these Terms and Conditions to the extent that such failure or delay is caused by the Force Majeure Event. The affected party shall be entitled to a reasonable extension of time for performing its relevant obligations. The corresponding obligations of the other party shall also be suspended.

**17.2** The affected party shall:

**17.2.1** within five business days of the Force Majeure Event occurring, provide the other party with full written details of the nature and extent of the Force Majeure Event in question, including the affected party's best estimate of the likely extent and duration of its inability to perform its obligations under these Terms and Conditions as a result of such Force Majeure Event, and, thereafter, promptly provide any further information which the other party reasonably requires;

**17.2.2** use all reasonable endeavours to avoid or minimise the consequences of the Force Majeure Event in question and carry out its obligations and duties in such other ways as may be reasonably practicable; and

**17.2.3** use all reasonable endeavours to bring the Force Majeure Event in question to a close as soon as reasonably practicable.

## **18. Waivers**

**18.1** No failure or delay by either party or time or indulgence given in exercising any remedy or right under or in relation to these Terms and Conditions shall operate as a waiver of the same, nor shall any single or partial exercise of any remedy or right preclude any further exercise of the same or the exercise of any other remedy or right.

**18.2** No waiver by either party of any requirement of these Terms and Conditions, or of any remedy or right under these Terms and Conditions, shall have effect unless given in writing

and signed by such party. No waiver of any particular breach of the provisions of these Terms and Conditions shall operate as a waiver of any repetition of such breach.

## **19. Severability**

**19.1** If any provision (or part of a provision) of these Terms and Conditions is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

**19.2** If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

## **20. Assignment**

The Advertiser shall not, without the prior written consent of TES Global, assign, transfer, charge, sub-contract or deal in any other way with all or any of its rights under these Terms and Conditions.

## **21. Confidentiality**

**21.1** Each party shall treat in confidence all Confidential Information and shall not:

**21.1.1** save where the Advertiser is an advertising agency (in which case the details may be disclosed to the agent's principal) disclose in whole or part any Confidential Information to any person unless such person is also bound by the terms of this clause 21; or

**21.1.2** use any Confidential Information for a purpose other than for the exercise of its rights or the performance of its obligations under these Terms and Conditions.

**21.2** Notwithstanding clause 21.1, either party may disclose any Confidential Information to its own personnel to the extent required for the proper performance of its obligations under these Terms and Conditions (where the relevant personnel are informed of the confidential nature of the information).

**21.3** Notwithstanding clauses 21.1 and 21.2, the parties acknowledge and agree that under no circumstances is either party permitted to disclose any Confidential Information to a third party (including another Advertiser or potential Advertiser) to enable that third party to benefit from an Advertiser's placement of an Advertisement or response received to that Advertisement. A breach of this clause 21.3 shall be deemed a material breach for the purpose of clause 15.1 of this Agreement.

## **22. Jurisdiction**

Any dispute or claim arising out of these Terms and Conditions or in connection with their subject matter shall be governed by and construed in accordance with the laws of England and Wales. The parties agree that the Courts of England shall have exclusive jurisdiction to settle any claim or dispute that arises out of or in connection with this Agreement or its subject matter.

**SCHEDULE 1**  
**TECHNICAL SPECIFICATIONS**

**Publication Advertisements:**

**CLASSIFIED PUBLICATION ADVERTISEMENT**

Means any kind of classified or recruitment advertising material that is to be printed in a Publication. Subject to clause 5.5, the Advertiser has the option to request that the Classified Publication Advertisement is positioned at the beginning of a Classification section ("Premium Print Position"). Premium Print Positions are subject to availability and additional fees are payable in respect of any Premium Print Position secured by the Advertiser.

**DISPLAY PUBLICATION ADVERTISEMENT**

Means any kind of promotional or advertising material (other than recruitment advertising material and excluding Classified Publication Advertisements) including, but not limited to, advertorial content and display advertisements to be printed anywhere in a Publication.

Display Filler Publication Advertisement means any kind of Display Publication Advertisement printed within the classified recruitment pages of the Publication;

Advertorial means any kind of advertisement that is written and presented in the style of editorial, journalistic report or special promotional feature;

Loose Insert means a separate advertisement inserted into the Publication, either inside the polythene wrapping or inside the Jobs section of the paper;

Cover Wrap means an advertisement in the form of an additional cover attached to the Publication;

Gatefolds means an advertisement printed as an oversized page that folds out to double the page size;

Carrier Sheets means advertisements printed on the front or back of the carrier sheets enclosed with subscriber issues of the Publication;

TES Year Planner means advertisements printed on the annual TES year planner, including top or bottom banners, highlighted dates and A4-sized outside back-cover advertisement for when the planner is folded and inserted in the Publication;

Multi-Advertiser supplements meaning special supplements published from time to time during the year; and

Sponsored Supplements meaning 8 or 16 page supplements.

Subject to clause 5.5, the Advertiser has the option to request that the following Display Publication Advertisements are positioned in a Premium Print Position. Premium Print Positions are subject to availability and additional fees are payable in respect of any Premium Print Position secured by the Advertiser.

**Classified Website Advertisements (relating to the TES Website only):**

**FEATURED EMPLOYER ADVERTISEMENT**

Means an option in respect of which an Advertiser pays an additional fee for the prominent and separate display of an Advertisement in a dedicated area of the TES website. The employers' details will be listed in a prominent position on the home or channel page (a page where a collection of jobs under a single classification can be viewed) linking the user to the employer profile.

**FEATURED JOB ADVERTISEMENT**

Means an option in respect of which an Advertiser pays an additional fee for the prominent and separate display of an Advertisement in a dedicated area of the TES website. Limited job details will be listed on the home page or channel page (linking the user directly to the main Advertisement).

**FEATURED AUTHORITY ADVERTISEMENT**

Means an option in respect of which an Advertiser pays an additional fee for each of its MJS Advertisements to be highlighted on the Website by the addition of headings in bold type, a local authority logo and/or the addition of a tinted box. These features will be applied to any MJS Advertisements appearing for the Local Authority for the Publication Period (1 month, 3 months, 6 months or 1 year).

**FEATURED VACANCY ADVERTISEMENT**

Means an option in respect of which an Advertiser pays an additional fee for an MJS Advertisement to be highlighted on the Website in one or several of the following ways: use of bold type; addition of employer logo and/or; addition of a tinted box.

**SPONSORED JOB ADVERTISEMENT**

Means an option in respect of which an Advertiser pays an additional fee for the prominent and separate display of the Advertisement in a dedicated area of the TES website. A single job will appear at the top of the search listings found through browse searches carried out by users, this will link users to the main Advertisement. The Advertiser pays for the exclusive "sponsored" position above the organic search listing.

**JOB OF THE WEEK ADVERTISEMENT**

Means an option in respect of which an Advertiser pays an additional fee for the prominent and separate display of an Advertisement in a dedicated area of the TES Website. A single position for a job will be listed on the home page and channel page linking the candidate to the main Advertisement.

**CONTEXTUAL JOB ADVERTISEMENT**

Means an option in respect of which an Advertiser pays an additional fee for the prominent and separate display of the Advertisement in a dedicated area of the TES Website. A job will be listed on the "My Jobs" or "Talent Bank" page where a match is based on the user profile or alert profile. The Advertisement will be displayed if the Advertisement properties appear in any of the website users saved searches.

**Classified Online Packages:**

### **GOLD PACKAGE**

The Gold Package includes the following:

- Advertisements ordered will be listed on the Website above and before Advertisements ordered as part of a Silver Package, Bronze Package, Starter Package or a Classified Website Advertisement;
- all add-on modules both premium and standard other than group affiliate add-on modules;
- the Advertiser will have the option to upgrade any Advertisement to a promotional Advertisement
- e.g. Sponsored Job Advertisement;
- Advertisements will be sent as part of job alerts that are sent to users of the Website; and
- Advertisements will be featured in any relevant articles and forums on the Website.

### **SILVER PACKAGE**

The Silver Package includes the following:

- Advertisements ordered will be listed on the Website above and before Advertisements published as part of a Bronze Package, Starter Package or a Classified Website Advertisement;
- an alert which will appear next to the Advertisement e.g. "New This Week" or "New Today";
- a brief job description that appears with the job title in the job results;
- the exact location of the employer (generated by the longitude/latitude values) will appear with the Advertisement;
- details of the employer will appear alongside the Advertisement. The employer Information will consist of the following items: school type; pupils age range; gender; funding status phase and; denomination;
- the inclusion of additional attachments required as part of an application form;
- a map of the organization will appear with the job title in the job results;
- a link will be displayed alongside the Advertisement allowing potential candidates can connect to the employer's promotional video;
- the employer's logo will appear alongside the Advertisement;
- the following information will be displayed alongside the Advertisement: employer address; employer phone; and employer fax;
- the employer's web address (URL) will be displayed alongside the Advertisement; and
- the employer's pictures will appear alongside the Advertisement.

### **BRONZE PACKAGE**

The Bronze Package includes the following:

- Advertisements ordered will be listed on the Website above and before Advertisements published as part of a Starter Package or a Classified Website Advertisement;
- an alert will appear next to the Advertisement e.g. "New This Week" or "New Today";
- a map of the organization will appear with the job title in the job results;
- the following information will be displayed alongside the Advertisement: employer address; employer phone; and employer fax; and
- the employer's web address (URL) will be displayed alongside the Advertisement;

### **STARTER PACKAGE (available in relation to the TES Website only)**

A Starter Package is only available in relation to Advertisements for supply and support roles, it will include:

- a basic listing (i.e. job title, employer and location); and
- basic information setting out the job details.

**STARTER ADDITIONS PACKAGE (available in relation to the TES Website only)**

Means an option in respect of which an Advertiser pays an additional fee for the following features to be added to a Starter Package:

Job Listing Summary (Job Listing Page); Highlighted Listing Status (Job Listing Page); Employer Logo (Job Listing Page); Interactive Job Map (Job Details Page);  
Bold Employer Information (Job Details Page); Logo and Job Attachments (Job Details Page);

**COMPOSITE ADVERTISEMENT**

Means any Classified Publication Advertisement featuring more than one vacancy. Each vacancy requires its own Classified Online Package.

In addition, the Advertiser may be entitled to order "add-on modules", as more particularly described in Schedule 3.

**Display Website Advertisements**

**DISPLAY WEBSITE ADVERTISEMENT**

- 300px × 250px MPU which can be targeted to the channel pages and homepage;
- 600x × 160px Skyscraper on channel pages and homepage, it can also be targeted on the jobs listings page;
- 60x × 60px buttons on the channel pages.

## SCHEDULE 2

### DEADLINES AND CANCELLATION PROCEDURE RELATING TO THE ADVERTISEMENTS

#### 1. PUBLICATION PERIOD

A Publication Advertisement will appear in a Publication for the period of time that the relevant Publication remains in circulation. In most cases this will be for a period of 7 days.

Save for the exceptions below, the standard period for a Website Advertisement to appear on a Website will be 7 days, commencing on the Friday of each week and closing on the Thursday of the following week.

The Publication Period for a Display Website Advertisement will vary; the start date and end date will be agreed between the parties in each case.

The standard period for an Online Advertisement Package to appear on a Website will be 28 days unless the specified closing date is earlier. The Publication Period will commence on the Friday of each week for the TES Website, or Thursday for the THE Website unless otherwise agreed.

Add-On modules will have a Publication Period equal to the remaining Publication Period of the Online Advertisement Package that they relate to.

Any time extension to the standard periods will be solely at TES Global's discretion.

#### 2. BOOKING

##### DEADLINES TES & TESS

Classified – Any Advertisement set by TES Global	2pm on the Monday prior to the Advertisement's Insert
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Date if a proof of the Advertisement is required by the Advertiser (excluding Agency bookings); 4pm on the Monday prior to the Advertisement's Insert Date if a proof is not required by the Advertiser

Classified – Space only booking – Copy supplied by Advertiser	4pm on the Monday prior to the Advertisement's Insert Date
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Classified Website Advertisement	To receive maximum coverage, bookings must be received before close of business on the Thursday prior to the Advertisement's Insert Date. Bookings received later may be accepted but may not receive the maximum coverage.
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Display Publication Advertisement	10 days before Advertisement Insert Date
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Display Website Advertisement	By agreement with Display Team
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Inserts 4 weeks before Insert Date

### TES Pro

Display Publication Advertisement 2 weeks before Insert Date

Inserts 4 weeks before Insert Date

### THE

Classified – all adverts 10am of the Monday before Insert Date (publication date)

Display Publication Advertisement 10 days before Insert Date

Display Website Advertisement By agreement with Display Team

Inserts 4 weeks before Insert Date

### 3. COPY INSTRUCTIONS AND DEADLINES TES & TESS

Classified 2pm of the Monday prior to the Advertisement's Insert Date if TSL is setting the copy and a Proof of the Advertisement is required by the Advertiser; 4pm of the Monday prior to the Advertisement's Insert Date if TSL is setting the copy and a Proof is not required by the Advertiser  
10am of the Tuesday before Insert if copy is supplied by the Advertiser

Classified Website Advertisement To receive maximum coverage, bookings must be received before close of business on the Thursday prior to the Advertisement's Insert Date. Bookings received later may be accepted but may not receive the maximum coverage.

Display Publication Advertisement 1 week before Insert Date

Display Website Advertisement By agreement with Display Advertising Team

Inserts Close of business of the Friday of the week prior to publication.

### TES Pro

Display Publication Advertisement 1 week before Insert Date

Display Website Advertisement By agreement with Display Advertising Team

Inserts Close of business of the Thursday of the week prior to publication

## THE

Classified	10am of the Tuesday before Insert Date if copy is supplied by the Advertiser 10am of the Monday before Insert Date if TSL is setting the copy
Display Publication Advertisement	1 week before Insert Date
Display Website Advertisement	By agreement with Display Team
Inserts	Close of business of the Friday of the week prior to publication

## 4. ALTERATION AND AMENDMENT DEADLINES AND CHARGES TES & TESS

### CHARGES TES & TESS

Classified – both where 10am of the Tuesday before Insert Date

Advertisement is set by TES Global and the Copy given by Advertiser

## 5. CANCELLATION – DEADLINES AND CONTACT DETAILS

Notice of any cancellation must be received in writing and must be sent to the numbers and addresses listed below.

### 5.1. PUBLICATIONS

#### 5.1.1 TES, TESS & TES Pro

Classified : Email: [recruitment@tesglobal.com](mailto:recruitment@tesglobal.com)

Display Publication: Deadline – 10am of the Tuesday before Insert Date  
Fax to 0203 194 3090  
Deadline – 4 weeks before Insert Date

#### 5.1.2 THE

Classified : Email to [recruitment@timeshighereducation.co.uk](mailto:recruitment@timeshighereducation.co.uk)

Display Publication: Deadline – 12 noon of the Monday prior to Insert Date  
Fax to 0203 194 3090  
Deadline – 4 weeks before Insert Date

**Note that unless TES Global confirms in writing that the cancellation has been accepted, Advertisers should not assume that an order will have been cancelled.**

### 5.2. WEBSITES

Notice of Cancellation in relation to any Website Advertisement should be sent to: Email: [webamends@tesglobal.com](mailto:webamends@tesglobal.com)

There are no fixed deadlines in relation to Website Advertisements. Website Advertisements may be cancelled if Notice of Cancellation is received prior to the Advertisement appearing on the Website.

Advertisers are strongly advised to note that an order for a Website Advertisement will often be processed faster than an order for a Publication Advertisement and Website Advertisements may have been committed to publication prior to the Publication Period.

**Note that unless TES Global confirms in writing that the cancellation has been accepted, Advertisers should not assume that an order will have been cancelled.**

**SCHEDULE 3**  
**ADD-ON MODULES – TECHNICAL SPECIFICATIONS**

<b>Job Listing Page (ranking - when viewing all jobs)</b>	
Highlighted Listing Status	Means an option in respect of which an Advertiser pays an additional fee for a status alert to appear next to the Advertisement
Job Summary	Means an option in respect of which an Advertiser pays an additional fee for a brief job description that appears with the job title in the job results.
Employer Logo	Means an option in respect of which an Advertiser pays an additional fee for the employer's logo to appear alongside the Advertisement.
Enhanced Highlighted Status	Means an option in respect of which an Advertiser pays an additional fee for an alert to appear next to the Advertisement e.g. "New Today", "Expiring", "Closing".
Map View Bold listing	Means an option in respect of which an Advertiser pays an additional fee for a more prominent display of the job on the map view
Employer Overview Summary	Means an option in respect of which an Advertiser pays an additional fee for a brief description of the Employer to appear alongside the Advertisement in the job results

<b>Job Details Page</b>	
Interactive Location Map	Means an option in respect of which an Advertiser pays an additional fee for an interactive map to be displayed on the Job details page.
Bolded Employer Location & Contact	Means an option in respect of which an Advertiser pays an additional fee for the following information to be displayed alongside the Advertisement in bold: employer address; employer phone;
Bolded Link to External/Employer Website	Means an option in respect of which an Advertiser pays an additional fee for the employer's web address (URL) to be displayed alongside the Advertisement in bold.
Bolded Employer Name	Means an option in respect of which an Advertiser pays an additional fee for the employer's name to be displayed alongside the Advertisement in bold.
Employer Profile Summary	Means an option in respect of which an Advertiser pays an additional fee for a summary of the employer description,

	maximum of 250 characters in length, to be displayed alongside the Advertisement. Only available for Bronze and Starter Classified Online Packages.
Employer Logo	Means an option in respect of which an Advertiser pays an additional fee for the employer logo to appear alongside the Advertisement. There are two places this occurs either on the listing or the job page or both.
Employer Photos	Means an option in respect of which an Advertiser pays an additional fee for the up to 20 pictures to appear alongside the Advertisement.
Job Attachments	Means an option in respect of which an Advertiser pays an additional fee for the inclusion of additional attachments such as a full job description; application form; school profile or department information.
Brand Colour Theme	Means an option in respect of which an Advertiser pays an additional fee for the employer's theme colour / branding to appear with the Advertisement.
Employer Information	Means an option in respect of which an Advertiser pays an additional fee for summary details of the employer to appear alongside the Advertisement. The employer information will consist of the following items: school type; pupils age range; gender; funding status; phase; and denomination.
Employer Page Link	Means an option in respect of which an Advertiser pays an additional fee for the employer page link e.g. more about "employer name" link to appear with the Advertisement, linking the candidate to an employer profile.
Embedded Video	Means an option in respect of which an Advertiser pays an additional fee for embedding any promotional video created by TES Creative alongside the Advertisement where potential candidates can connect to the employer's promotional video.

<b>Employer Profile Page</b>	
Employer Photos	Means an option in respect of which an Advertiser pays an additional fee for the up to 20 pictures to appear on the Employer Profile page.
Bolded Employer Name	Means an option in respect of which an Advertiser pays an additional fee for the employer's name to be displayed on the Employer Profile Page in bold.
Employee/Staff/Parent Quotes	Means an option in respect of which an Advertiser pays an additional fee for the quotes to be displayed on the Employer Profile Page.
Bolded Employer Strapline	Means an option in respect of which an Advertiser pays an additional fee for a strapline/motto to be displayed on the Employer Profile Page in bold.

Centralised Listing of all Employer Jobs	Means an option in respect of which an Advertiser pays an additional fee for a listing of all of the current jobs for an Employer to be listed on the Employer Profile Page
Interactive Location Map	Means an option in respect of which an Advertiser pays an additional fee for an interactive map to be displayed on the Employer Profile Page.
Additional Employer Attachments	Means an option in respect of which an Advertiser pays an additional fee for the inclusion of additional attachments such as school brochures.
Employer Award Logos	Means an option in respect of which an Advertiser pays an additional fee for Award logos to appear on the Employer Profile Page.
External Web Links	Means an option in respect of which an Advertiser pays an additional fee for web addresses (URLs), such as the Local Authority, to be displayed on the Employer Profile Page.
Branded Employer Page Design	Means an option in respect of which an Advertiser pays an additional fee for a branded header and footer for the Employer Profile Page.
Hosted Employer Video	Means an option in respect of which an Advertiser pays an additional fee for embedding any promotional video created by TES Creative on the Employer Profile Page where potential candidates can connect to the employer's promotional video.
Employer Group Members Profiles	Means an option in respect of which an Advertiser pays an additional fee for the prominent and separate display in a dedicated area of the TES website. An employer page will be displayed on our A-Z listing and provides candidates with information about working for that employer and includes features such as all their listed jobs, description, photos, video, quotes, attachments, branding and third party website links.
Employer Group Jobs Listing Link	Means an option in respect of which an Advertiser pays an additional fee for an employer page that links to a series of group members and all their listed jobs together.