

Terms and Code of Co-operation

1. Summary (non-binding)

The Platform is a members-only collaboration board for Talent Journey members to do fee-split work together on live roles.

It works by:

- letting a Job Owner post a role,
- letting another member request collaboration,
- locking the agreed split under a Deal ID once both parties accept the Deal Confirmation, and
- sending an introduction email so the members can work the role off-platform.

Talent Journey is a facilitator only. It does not handle placement funds and it does not mediate disputes between members. Talent Journey may apply sanctions (warnings, suspension, removal) to protect the community and enforce platform rules.

2. Parties and acceptance

2.1 These terms are between [TALENT JOURNEY OPERATIONS LIMITED] of [ADDRESS] (company no. [NUMBER]) (“Talent Journey”, “we/us”) and the business user accepting them (“Member”, “you”).

2.2 By using the Platform, posting a role, requesting collaboration, or accepting a Deal Confirmation, you confirm you have authority to bind your business and you accept these terms.

3. Definitions

- Candidate Owner means the Member requesting collaboration on a role.
- Job Owner means the Member posting the role.
- Deal means a collaboration between a Job Owner and Candidate Owner under a Deal ID.
- Deal Confirmation means the deal-level click-to-accept terms for a Deal ID.
- Deal ID means the unique identifier generated by the Platform for a Deal, together with its audit log.

· Ownership Protections means the non-circumvention and non-solicit obligations and time periods applying to a Deal ID.

· Platform means the members-only online area operated by Talent Journey which enables role posts, collaboration requests, Deal Confirmations and intro emails.

4. Platform role (facilitator only)

4.1 The Platform is a facilitation tool only. Talent Journey is not a party to any Deal.

4.2 Talent Journey does not:

(a) supply candidates, provide recruitment services, or guarantee any placement;

(b) handle or distribute placement funds; or

(c) mediate disputes between Members.

4.3 Members are responsible for their own recruitment activities, agreements, compliance obligations, and conduct.

5. How the Platform works and when a Deal is locked

5.1 Workflow: (i) Job Owner posts a role, (ii) Candidate Owner requests collaboration, (iii) Job Owner accepts or rejects, (iv) both parties accept the Deal Confirmation and a Deal ID is created, (v) the Platform issues an intro email.

5.2 A Deal is locked only when both parties accept the Deal Confirmation. Until lock, neither party is obliged to proceed.

5.3 Candidate details must not be uploaded to the Platform. Candidate details are exchanged off-platform after lock.

6. Ownership Protections, non-circumvention and non-solicit

6.1 Each Deal Confirmation sets the Ownership Protections for that Deal ID.

6.2 Members must not circumvent each other in connection with a Deal ID, including by using an intermediary or indirect route to do what is prohibited directly.

6.3 Members must not solicit or entice away the other Member's protected client relationship or protected candidates for the scope and period set in the Deal Confirmation.

6.4 General competition is permitted provided it does not breach Ownership Protections for a Deal ID.

7. Money handling and payments

7.1 Talent Journey does not handle funds. Job Owner and Candidate Owner are solely responsible for invoicing, payments, VAT and tax.

7.2 Payment obligations between Members (including timing) are set in the Deal Confirmation.

8. Disputes stance and audit logs

8.1 Talent Journey does not mediate disputes between Members (including non-payment, ownership disagreements, rebates/replacements, or placement outcomes).

8.2 Talent Journey may, at its discretion:

(a) provide a copy of the Deal ID audit log to the Members involved; and

(b) apply sanctions where there is credible evidence of breach or misuse.

9. Sanctions

9.1 If Talent Journey reasonably believes a Member has breached these terms or a Deal Confirmation, Talent Journey may issue a warning, suspend access, remove access, or remove role posts or Deal access.

9.2 Sanctions are a platform governance tool and are not a determination of legal liability between Members.

10. Data protection and confidentiality

10.1 Each party must comply with UK data protection law when processing personal data (including candidate data shared off-platform).

10.2 Members must not upload CVs or candidate identity data to the Platform.

10.3 Members must keep confidential non-public Platform and Deal information, except as needed to perform a Deal or as required by law.

11. Liability and indemnity

11.1 Nothing in these terms excludes liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation.

11.2 To the maximum extent permitted by law, Talent Journey will not be liable to any Member for:

(a) any placement outcome or failure to place;

(b) any non-payment, late payment, deduction, rebate, replacement, fee dispute, or other issue arising between Members or with clients;

(c) any breach of Ownership Protections by a Member;

(d) any act or omission of any Member, client, candidate, or other third party; or

(e) any loss of profit, loss of revenue, loss of business, loss of goodwill, or any indirect or consequential loss.

11.3 Subject to clause 11.1, Talent Journey's total aggregate liability to a Member arising out of or in connection with the Platform (in contract, tort including negligence, misrepresentation, restitution or otherwise) is limited to £2,500 in any 12-month period.

11.4 The Member acknowledges the Platform is provided on a facilitator-only basis and this limitation reflects that allocation of risk.

11.5 The Member indemnifies Talent Journey for losses arising from the Member's breach of these terms or a Deal Confirmation, unlawful acts, recruitment activities, or data protection breaches.

12. Termination

Talent Journey may suspend or terminate a Member's access in accordance with clause 9. Deal Confirmations accepted before termination continue to bind the accepting Members.

13. General

13.1 Order of precedence: a Deal Confirmation prevails over these terms for that Deal ID to the extent of inconsistency.

13.2 Governing law and jurisdiction: England and Wales.

13.3 Notices: [LEGAL NOTICE EMAIL] and the Member email address on file.