

TALENT MATCH TERMS AND CONDITIONS

OPERATIVE PROVISIONS

1 Interpretation

1.1 The definitions and rules of interpretation in this condition apply in these terms and conditions.

“**Active Participants**” means Applicants who have been accepted by the Company into either the Talent Bank or the Entrepreneur Bank and who are active in the Talent Match;

“**Agreement**” means the contract between the Company and the Applicant/Active Participants relating to the Talent Bank or Entrepreneur Bank and Talent Match as set out in the Conditions;

“**Applicants**” means the person, who wishes to join the Talent Bank or Entrepreneur Bank and participate in the Talent Match service provided by the Company;

“**Company**” means Enterprise Inns PLC whose registered office is at 3 Monkspath Hall Road, Solihull, West Midlands B90 4SJ Company Number 02562808;

“**Conditions**” means these terms and conditions;

“**Entrepreneur Bank**” means Active Participants who are entrepreneurs looking for a pub business within the Companies operations to invest in and who wish to participate in the Talent Match service;

“**Talent Bank**” means Active Participants who are potential pub managers for pub businesses within the Company’s operations and who wish to participate in the Talent Match service;

“**Talent Match**” means the service of matching individuals in the Talent Bank with individuals in the Entrepreneur Bank for the purpose of bringing together managers and investors for pub businesses within the Company’s operations and other business opportunities;

“**Website**” means the website located at www.enterpriseinns.com

1.2 Headings in these conditions shall not affect their interpretation.

1.3 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 Any obligation in the Agreement on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

1.5 Words importing the singular shall include the plural and vice-versa.

2 Application Of Conditions

All dealings between the Company and the Applicant/Active Participant shall be supplied subject to these Terms and Conditions. The Company reserves the right to amend the Talent Match from time to time and shall in such circumstances post any amendments on the Website.

3 Commencement And Duration

3.1 Talent Match shall be provided by the Company to the Active Participants from the date on which the Company confirms their acceptance of the Applicant into either the Talent Bank or Entrepreneur Bank.

3.2 When the Applicant accepts these Terms and Conditions this Agreement shall commence and shall continue until either party notifies the other in writing that the Agreement has been terminated.

4 The Role of the Company

4.1 Except as set out below and to the extent the Company is required or permitted by law, personal information provided by the Applicant/Active Participants to the Company will be used only for the purposes of assessing the suitability of Applicants and operating Talent Match and the Applicant/Active Participants authorises the Company to disclose its personal information to either the Talent Bank or Entrepreneur Bank (whichever is appropriate).

4.2 Upon receipt of an application from an Applicant, the Company shall review the application and if it is in order the Company may complete a credit check on the Applicant. The Company will then either reject the Applicant or invite the Applicant to participate in a telephone and/or personal interview. Following the interview the Company will either reject the Applicant or accept the Applicant as an Active Participant and place them into the Talent Bank or Entrepreneur Bank as appropriate .

4.3 The Company will then endeavour to match the Active Participants with suitable persons from either the Talent Bank or Entrepreneur Bank as appropriate through Talent Match .

4.4 The Company makes no warranty that the Active Participants will be matched with any person from the Talent Bank or Entrepreneur Bank or that any person from the Talent Bank or Entrepreneur Bank will be a suitable business associate for the Active Participant.

4.5 The Company will only seek manager roles for the running of Company pubs for the Active Participants in the Talent Bank and investment opportunities for the Active Participants in the Entrepreneur Bank as part of Talent Match.

4.6 In respect of the Active Participants of both the Talent Bank and Entrepreneur Bank the Company will not:

- 4.6.1 charge any fees for seeking or finding matches as part of Talent Match;
and
- 4.6.2 enter into any contracts on behalf of the Active Participants.

5 Applicant's/Active Participants' Obligations

- 5.1 The Applicant/Active Participant shall:
 - 5.1.1 co-operate with the Company in all matters relating to Talent Match;
 - 5.1.2 provide accurate information at all times.
- 5.2 The Applicant/Active Participant warrants that all information it provides to the Company shall be accurate and true and that no material information will be withheld at any time.
- 5.3 The Applicant/Active Participants shall be liable to pay to the Company, on demand, all reasonable costs, charges or losses sustained or incurred by the Company (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Applicant's/Active Participant's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Agreement, subject to the Company confirming such costs, charges and losses to the Applicant/Active Participants in writing.

6 Limitation Of Liability

- 6.1 The Company is under no obligation and makes no warranties as to the financial viability of any of the business ventures or relationships that are created as a result of Talent Match .
- 6.2 The Company shall have no liability to the Applicant/Active Participants for any loss or damage suffered by the Applicant/Active Participants as a result of being introduced to the Talent Bank or Entrepreneur Bank (appropriate) or in relation to a pub business.
- 6.3 Except in respect of death or personal injury caused by the Company's negligence, or as expressly provided in these Conditions, the Company shall not be liable to the Applicant/Active Participants for any losses, damages, costs or other liabilities of the Applicant/Active Participants whether direct or indirect or consequential including but not limited to any loss of profit or other economic losses which arise out of or in connection with Talent Match and the Applicant/Active Participants shall indemnify and keep indemnified the Company against claims made by third parties in respect of any such loss or damage. Nothing in this condition shall limit or exclude any liability for fraud.
- 6.4 The Company shall not be liable and makes no warranties as to the accuracy of vetting procedures that it carries out on any of the Applicants/Active Participants as

part of the assessment of Applicants and/or operation of Talent Match including but not limited to credit checks and the validity of any qualifications, information, training or experience.

- 6.5 The Company shall not be liable to the Applicant/Active Participants or be deemed to be in breach of this Agreement by reason of any delay in performing or any failure to perform any of Company's obligations in relation to Talent Match, if the delay or failure was due to any cause beyond its reasonable control.

7 Force Majeure

The Company shall have no liability to the Applicant/Active Participants under the Agreement if it is prevented from, or delayed in performing, its obligations under the Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of companies.

8 Severance

- 8.1 If any provision of the Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.
- 8.2 If a provision of the Agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

9 Entire Agreement

The Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

10 No Partnership Or Agency

Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

11 Rights Of Third Parties

A person who is not a party to the Agreement shall not have any rights under or in connection with it.

12 Governing Law And Jurisdiction

- 12.1 The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.
- 12.2 The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Agreement or its subject matter.