

Employer terms of business

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These terms apply when a business buys advertising from HIRING UK. They sit alongside the website terms of use. Where the two conflict, these terms win for paid services.

1. The contract

You place an order by choosing a package on the site. That is an offer to buy. The contract starts when we confirm the order and raise the invoice. Advert credits and subscriptions are for the use of the ordering organisation only.

2. Prices and payment

- Prices are those published on the pricing page at the time of the order and are exclusive of VAT. VAT is added at the prevailing rate, currently 20%, and every invoice shows the net amount, the VAT and the total.
- We invoice on order. Adverts are published, and access is switched on, once payment clears, normally within one working hour on a business day.
- Approved account customers may pay within 30 days of the invoice date. Credit is subject to a credit check, and we may ask for payment in advance instead.
- Late payment carries interest at 4% above the Bank of England base rate, accruing daily, together with interest and reasonable recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998. We would always rather send a reminder than an invoice for interest.
- Payments are made in full without set off, counterclaim or deduction. A purchase order number is added to the invoice if you give us one, but it does not change the due date.
- Unused adverts or credits are not refunded and do not carry over beyond their validity period.
- Introductory pricing and your rate lock. Some prices are published as time limited launch or introductory rates. If you buy at one of those rates, that price stays yours for the same package while you keep buying it without a gap of more than six months, and for years from the date of your first paid advert on this account, even after the standard rate returns. The years are counted from that date and are not extended by later purchases. We write to you at least two months before they end, we give 30 days written notice before changing any price you are on, and a change never affects an advert already paid for or the current month of a subscription. A founding advertiser number, and the badge that goes with it, are permanent and are not affected by the end of the rate lock. What the locked price is a price of.
- Advert credits in a job pack are valid for 12 months from purchase and are not refundable once used.

3. What you get

- Single advert: one advert, live for 30 days, unlimited applications delivered to your dashboard.
- Featured advert: as above, pinned above standard adverts and highlighted for the 30 days, and included in the weekly candidate email.
- 5 job pack: five standard advert credits, each redeemable for one 30 day advert.
- Company logo and branding: your logo shown on a single advert (£9) or on every advert you post while a monthly branding subscription runs (£25 a month).
- Recruiter unlimited: unlimited adverts, every one featured, with branding included, on a rolling monthly basis.

One advert covers one role in one location. Adverts covering multiple unrelated roles, or a location list that is really several vacancies, will be asked to split into separate adverts. An advert is identified by its own reference: deleting one and posting it again counts as two adverts.

Your advert, your responsibility

You write the advert and you publish it at your own risk. You are solely responsible for its content and for any claim, complaint, fine or loss arising from it, and you indemnify us against those. Nothing in an advert may be discriminatory, hateful, obscene, threatening, harassing, misleading or unlawful, and no advert may charge a work seeker a fee. We may remove any advert that breaks these rules immediately, without notice and without a refund, suspend or close the account behind it, and report it to the police, the Fair Work Agency, the Gangmasters and Labour Abuse Authority or the Information Commissioner's Office as appropriate. Any check we carry out is for our own purposes and does not transfer responsibility for the advert to us.

Advert content, in addition to the advert rules

- No duplicate adverts for the same role posted to take up more of the board.
- No keyword stuffing: repeating job titles or padding the text with words to influence where the advert ranks.
- No adverts that are really a franchise, an investment, a business opportunity, a training course, a survey or an affiliate scheme.
- No charging a work seeker any fee at any point, refundable or not, and no requiring them to buy materials, uniform or training before they start.
- Contact details inserted purely to divert applicants away from the platform may be removed.
- We may correct obvious spelling and formatting errors and adjust how an advert is displayed. We will not change what the advert says without asking you.

4. Cancellation and refunds

- Cancel an advert before it is published and we refund it in full.
- Once an advert is live it is not refundable, because the service has been delivered. If you fill the role early you can close the advert from your dashboard at any time.
- Monthly subscriptions are rolling. Cancel with 30 days notice by emailing hello@hiringuk.co.uk. We do not refund part months.
- Business to business contracts do not carry the 14 day consumer cooling off period. A sole trader buying outside their business would be treated as a consumer and we would honour that right.

4a. If an invoice goes unpaid

You should know what happens and when, rather than find out. This is the whole of it:

- Day 1 after the due date. We email you. It is usually a card that expired or an invoice that reached the wrong person, and it is usually fixed the same day.
- Day 14. A second email, and we ring if we have your number. Still nothing switches off.
- Day 30. We stop accepting new orders on the account, and adverts already paid for keep running to the end of their thirty days. You are not cut off from work you have paid for.
- Day 60. We may suspend the account and take remaining adverts down, and statutory interest and recovery costs apply from the original due date.

What we will never do, at any point: delete the applications and CVs sent to your adverts because of a debt. Those are other people's data. Candidates applied to you in good faith, they are nothing to do with an argument about an invoice, and using them as leverage would be wrong. Your applications stay available to you, and they are erased on our normal retention schedule and not a day earlier.

If money is genuinely tight, tell us before the due date rather than after. We would far rather agree a date with you than send a reminder you are already dreading.

5. Your obligations

- Advertise only genuine, currently available vacancies for which you or your named client are recruiting.
- Follow the acceptable use and advert rules and the equality policy. We remove adverts that break them, without a refund.

- Use candidate data only to consider candidates for a genuine vacancy. Do not sell it, publish it, bulk export it, add it to marketing lists or pass it outside your organisation.
- Comply with the UK GDPR as controller of the candidate data you receive, including telling candidates what you do with it and keeping it no longer than you need it.

6. No guarantee of applications

We sell advertising and access, not outcomes. We cannot guarantee a number of applications, a quality of applicant or a successful hire, because those depend on your role, salary and location. What we will do, free, is review an advert that is underperforming and tell you honestly how to improve it.

6a. The free re-run

In detail, so there is nothing to argue about later:

- What counts as bringing nobody. Fewer than applications across the days, so a single unsuitable applicant does not cost you the offer.
- How long you have. days from the day the advert ends. We email you when it ends and we tell you in that email whether the re-run is yours, so you are not relying on having read this page. Miss the days and ask anyway: where the delay was ours, or you were away, we will still do it.
- How many times. Once per advert. The re-run itself does not carry a further one, otherwise it would be a free advert forever rather than a second chance.
- What it is not. It is not a refund, and it does not apply to an advert you closed early because you filled the role.
- The one exclusion. Where we told you before publication that the pay was below the usual range for that role, and you published at that figure, the re-run is not owed on that advert as it stands, because running the identical advert at the identical pay would fail in the identical way. We show you that warning on screen before you publish, you have to press the button a second time to go ahead, and we store what we said, word for word, against that advert so that neither of us is relying on memory. Change the thing we flagged, by moving the pay into the range or by stating in the advert why the figure is fixed, and the free re-run applies in full.

7. Suspension

We can suspend or remove an advert, or suspend an account, where an advert breaks our rules or the law, where payment is overdue, or where candidate data is misused. Where the fault is ours we credit the time lost. Where it is not, no refund is due.

8. Liability

Our total liability for any claim connected with a paid service is limited to the fees you paid for that service. We are not liable for loss of profit, loss of business, recruitment costs, or the acts of any candidate. Nothing here limits liability that cannot lawfully be limited.

8a. Annex: candidate data terms

What you receive, precisely

When somebody applies to your advert you receive, by email to the address on the advert and in your dashboard: their name, email address, telephone number if they gave one, any covering note, and the CV file they attached, together with the advert it relates to and the date and time. That is the whole of it. You do not receive anything they did not choose to send you, and you receive nothing at all about anybody who did not apply to your advert.

What you never receive: access to any candidate database, any candidate who applied to a different employer, anybody whose CV we hold on file for our own recruitment, or any special category data we have extracted, because we do not extract any.

Special category data

We actively discourage candidates from including special category data (health, disability, ethnicity, religion, political opinions, trade union membership, sex life or sexual orientation, genetic or biometric data) in a CV or covering note. We do not need this information to process an application. If a candidate nevertheless includes such data, we process it only on the basis of their explicit consent under Article 9(2)(a) UK GDPR, and only for the purpose of that specific application. We do not use it for any other purpose. That is the position we publish to candidates in our privacy notice and candidate data policy, word for word, and you agree to hold to the same line: if a CV you receive from us happens to contain such data, you must not extract it, index it, build a profile from it or take it into account in your decision, and you must delete it with the rest of the application. Asking a candidate for special category data, or for a photograph, date of birth or marital status, through an advert on this site is a breach of these terms.

Your position in law

From the moment an application reaches you, you are an independent controller of your copy under the UK GDPR. We are not your processor and you are not ours: each of us is responsible for our own copy, and neither can bind the other. In practice that means you must:

- have your own lawful basis for holding it, and your own privacy information to give a candidate who asks;
- answer data subject requests about your copy yourself, and tell us within five working days if a request also concerns data we hold;
- keep it securely, in an access controlled place rather than a shared inbox or an open drive;
- keep it only while you need it for that vacancy and any resulting employment, and in any event observe the three month rule below: A downloaded CV, and any copy of it, must be deleted within three months of the download, unless the employer has its own lawful basis for keeping it longer and has told the candidate what that basis is.
- use it only to consider that person for the role they applied to, with no marketing, no onward sharing, no resale and no use to train an artificial intelligence model;
- tell us without undue delay, and within 48 hours, of any breach affecting candidate data you received from us, so that we can meet our own obligations.

These terms apply to every piece of candidate data you receive from us, which means the applications sent to your own adverts. That is the only route by which an advertiser receives candidate data: we do not sell access to candidate data and no advertiser can search for candidates on this platform. Where HIRINGUK LTD keeps a CV for its own recruitment, with that candidate's express consent, it is visible to our staff only and is never made available to advertisers. These terms exist because the ICO expects both sides of a data sharing arrangement to know exactly where they stand.

- Roles. We are the controller of candidate data until it reaches you. From that point you are an independent controller of your copy. Neither party is the other's processor, and neither can bind the other.
- Purpose. You may use the data only to consider that candidate for a genuine, current vacancy in your organisation or, where you are a recruitment business, for a named client with a genuine vacancy.
- No secondary use. No marketing, no newsletters, no adding candidates to a database you sell or share, no enriching a third party dataset, and no training an artificial intelligence model on CVs.
- Security. Keep CVs somewhere access controlled, not in a shared inbox or an open drive, and do not send them on to anybody who does not need them.
- Retention. Keep candidate data only while you need it for the vacancy and any resulting employment, and delete it after that. If you keep a talent pool you must have your own lawful basis and tell candidates.
- Candidate requests. If a candidate asks you for a copy of their data, or asks you to delete it, that is your request to answer as controller. Tell us within five working days if a request also concerns data we hold.
- Incidents. Tell us without undue delay, and within 48 hours, if candidate data you received from us is lost, exposed or accessed without authority, so that we can meet our own obligations to the candidate and to the ICO.

- Who we are, for your records. HIRINGUK LTD, company number 17414012, is the controller for the data described in the privacy notice. Our Information Commissioner's Office registration is published in the privacy notice and in the company details on every policy page as soon as it is issued, so this contract never carries a number that has gone out of date. A signed copy of these terms and the service agreement is available on request for your supplier file, and every policy is downloadable as one PDF from the policies page.
- Tell applicants what happened. You agree to record an outcome for each application in your dashboard, which takes one press and tells the candidate automatically. We will send you one reminder if applications sit for more than ten days. We do not fine anybody for not doing it and we could not police it if we tried, but your answer rate is calculated by us and published on your own adverts once you have had enough applications for the figure to be fair. Where an advert closes with nothing recorded, we tell the applicants that ourselves rather than leave them waiting.
- Delete when the search is over: three months. A recruitment exercise is normally concluded within three months. A downloaded CV, and any copy of it, must be deleted within three months of the download, unless the employer has its own lawful basis for keeping it longer and has told the candidate what that basis is. This is a term of this contract, not guidance, and it is the same sentence, word for word, that we publish to candidates in our candidate data policy. Ignoring it is a breach of these terms and grounds for suspension without refund.
- No onward supply. You may not sell, licence, publish or pass candidate data to anyone outside your own organisation, and that includes other companies in your group and any client who has not instructed you on that specific vacancy.
- After an erasure request. If we tell you a candidate has asked to be erased, you must stop downloading or transferring their material, remove them from spreadsheets and exports, and not contact them about current or future vacancies.
- Genuine vacancies only. Adverts must be for real, currently available roles. Posting an advert to collect CVs for a role that does not exist is a breach of these terms and of the law on misleading practices, and ends the account without a refund. Logins are personal: no sharing, no reselling.
- Enforcement. Breaking these terms ends your access immediately and without a refund, and serious cases are reported to the ICO.

8c. What we do at our end

Our obligations under this contract are not only commercial. On the data you receive through us we:

- serve the whole site over HTTPS and hold uploaded files on encrypted storage, outside the public web root;
- release an application only to the employer whose advert it answered, and log every CV download;
- hold passwords only as salted hashes and sign every session, so an account cannot be forged;
- limit administrative access to the director of HIRINGUK LTD, with no shared logins;
- delete on a published schedule automatically rather than on request only;
- keep a written record of consents, downloads and erasures, so either of us can evidence what happened;
- tell you without undue delay if a personal data breach affects data connected to your account, and report to the Information Commissioner's Office within 72 hours where the law requires.

Section 8 of the privacy notice sets out the technical and organisational measures in full, and our processors are listed there by role.

8b. Fairness

These terms are written for businesses, and they are deliberately short of the clauses that make this industry's contracts unpleasant: there is no automatic annual renewal, no minimum term on adverts, no fee for hiring somebody, no rebate schedule, no charge for failed payments, and no clause that lets us bill you for something you did not order. If you think a term here is unreasonable, say so and we will look at it. Nothing in these terms excludes liability that cannot lawfully be excluded, and if you are a sole trader buying outside your business, your consumer rights apply in full.



9. General

Neither party is liable for failure caused by events outside its reasonable control. These terms are the whole agreement between us on paid services, and are governed by the law of England and Wales.