



Recruitment Juice Ltd.

Terms & Conditions

THE PRODUCTS AND SERVICES THAT ARE SUPPLIED SUBJECT TO THESE CONDITIONS ARE PROPRIETARY TO RECRUITMENT JUICE LTD. ALL UNAUTHORISED COPYING AND USE IS STRICTLY PROHIBITED. See in particular clause 8 below. If you do not agree with these conditions please do not place an order for the supply of products with Recruitment Juice Ltd.

1 Interpretation

All orders for the supply, including purchase or otherwise ("Supply" and "Supplied" shall be construed accordingly) of the Company's products including training resources and/or services including advertising from time to time (the "Products" and the "Services" as appropriate) placed by an individual or organisation ("the Customer") and accepted and Supplied by Recruitment Juice Limited of 4 Western Road, Hurstpierpoint, West Sussex, BN6 9TA ("the Company") are subject to and made upon these Terms and Conditions of Sale ("the Conditions"). These Conditions apply to the exclusion of all other terms and conditions (including any the Customer purports to apply). The Customer agrees that the optional provisions that apply to parties who are not consumers as defined in the Electronic Commerce (EC Directive) Regulations 2002 shall not apply to the Contract.

2 Quotations and Acceptance

2.1 All Products are subject to availability and the Company shall be entitled to refuse to Supply an order placed by the Customer.

2.2 To order Products the Customer will need to contact the Company's sales team either by: a) using the ordering procedures specified on the Company's Website www.recruitmentjuice.com, or in special instances agreed by Recruitment Juice Ltd.: b) by telephone; or c) by a written method such as post or e-mail or otherwise ("in Writing"). By making an order the Customer warrants that he (or she or it) is acting only in the course of his (or her or its) business.

2.3 No contract between the Company and the Customer for the Supply of Products ("the Contract") shall arise until the Company accepts the order either, by written acknowledgement, or upon the Company commencing processing the Customer's order, whichever is the earlier.

2.4 The Company makes no representation whatsoever as to the suitability of the Products or Services for the Customer's purpose.

2.5 The Customer cannot cancel an accepted order except following the Company's written agreement which may be on terms that indemnify the Company against all its loss (including loss of profit), costs, damages and expenses (if any) incurred by the Company as a result of cancellation.

3 Prices

3.1 The cost of the Products shall be the higher of the price displayed on the Website or quoted whether in e-mails, publicity materials or otherwise and where no price has been quoted (or a quoted price is no longer valid) the price listed in the Company's published price list at the date of the Contract. The Company may change the price of the Products before the Contract is formed. If the Customer orders the Products and Services via the Website or in Writing the Company reserves the right, as part of the acceptance procedure, to validate the price and inform the Customer that the price is higher than that stated in the order.

3.2 The price is exclusive of any applicable value added tax ("VAT") or other taxes or duties payable by the Customer and VAT shall be charged, where appropriate, at the rate prevailing at the relevant tax point. The Company's VAT registration number is GB 899 6693 23.

3.3 The price excludes the cost of delivery, which may be subject to an additional charge to the Customer.

4 Payment

When Products are ordered via the Website where procedures for payment are provided the Customer shall pay by credit or debit card, or in special instances agreed by Recruitment Juice Ltd, by cheque. If paying by credit or debit card, the Customer warrants that the card is his (or her or its) own and that there are sufficient funds or credit facilities available to pay for the Products. The Company reserves the right to verify or validate the Customers' debit or credit card details before providing Products. Time for payment shall be of the essence.

5 Delivery

5.1 Delivery dates mentioned either in a quotation, acceptance of order or elsewhere are approximate only and not of any contractual effect. The Company shall not be liable to the Customer for any loss or damage of what ever nature, arising directly or indirectly from a failure to deliver on any particular date or dates.

5.2 Delivery of the Products shall be deemed effected when the Products are delivered to the Customer's place of business or as specified in its order.

5.3 Without prejudice to any other right or remedy the Company may have, the Company reserves the right to suspend deliveries to the Customer and/or to terminate the Contract without liability to the Company if the Customer fails to comply with any of the Conditions.

5.4 Should any Products be damaged in transit, the Customer must notify the Company in writing within three working days of receipt. Any liability of the Company for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Products.

5.5 Delivery of the Product to the Customer shall not take place until full payment including VAT and any delivery charges have been received by the Company.

6 Risk and Title

6.1 Risk in the Products shall pass to the Customer immediately on delivery notwithstanding that the property in the Products may not have passed to the Customer.

6.2 Until ownership of the Products passes to the Customer, it shall keep the Products in good condition.

7 Products Warranty

7.1 Nothing in these Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's acts or omissions, the Company, to the extent legally possible, excludes all other express or implied warranties and conditions and the Company shall not be liable to the Customer for any loss or damage whatsoever (including, without prejudice to the generality of the foregoing, any liability in contract, negligence or any other tort, for any indirect or consequential or economic loss or for loss of or depletion of goodwill, loss of business, loss of profit or revenue or opportunity of any kind) arising directly or indirectly in connection with or arising from the Conditions, Contract, Products, Services or otherwise. The liability of the Company under any Contract in respect of any event or series of connected events shall not exceed the sum paid by the Customer for the Products and Services.

8 Copyright and Use of Training Materials

8.1 THE COPYRIGHT AND ANY OTHER INTELLECTUAL PROPERTY RIGHTS IN, ON OR ASSOCIATED WITH THE PRODUCTS INCLUDING WITHOUT LIMITATION TRADE MARKS AND DESIGN RIGHTS ("INTELLECTUAL PROPERTY"), SHALL AT ALL TIMES REMAIN VESTED IN THE COMPANY OR ITS LICENSORS AND NO SUCH RIGHTS SHALL PASS TO THE CUSTOMER.

8.2 Subject to Clause 8.3, the Customer shall not and shall not permit a third party to:

8.2.1 Copy the whole or any part of the Products;

8.2.2 Use the Products for any purpose other than training the Customer's own employees or as provided in Clause 8.3.2;

8.2.3 Supply Products to any individual or organisation other than employees from time to time of the Customer;

8.2.4 Directly or indirectly require or accept payment (in money or money's worth) from any person for access to or use of the Products;

8.2.5 Copy and distribute to the public, show or play in public, or broadcast any materials comprising the Products;

8.2.6 Do anything to the Products which is an infringement of any rights referred to in Clause 8.1;

8.2.7 Adapt the Products;

8.2.8 Deface, cover or remove any of the Company's trade marks or logos, if any, on or associated with the Products and Services;

8.2.9 Apply to register any of the Company's trade marks or logos, if any, on or associated with the Products and Services or any confusingly similar mark; and

8.2.10 Without limitation to the generality of the foregoing in relation to the Products or Services, do such acts or things as are regarded as infringement pursuant to the Copyright, Designs and Patents Act 1988 and/or The Trade Marks Act 1994 or such other equivalent, successor, foreign or amended legislation from time to time wheresoever arising in the world.

9 Infringement of Intellectual Property or Other Rights

9.1 The Customer shall forthwith give written notice to the Company of any infringement or suspected or threatened infringement of any Intellectual Property, in the Products which shall at any time come to its knowledge.

9.2 Following written notice provided pursuant to Clause 9.1, the Company shall, at its sole discretion, decide what further steps, if any, should be taken to prevent or terminate such infringement and recover damages. This may include the institution of legal proceedings and in any event the Customer shall promptly provide or procure such further assistance as the Company may from time to time request.

10 Return of Training Materials

10.1 Where the Products and Services are Supplied for:

10.1.2 purchase and then returned pursuant to the Company's money back guarantee the Customer shall return the Products to the Company within ten days of receipt, at the Customer's cost, by traceable means such as registered post or by reputable courier. Products returned outside the specified time, without prior agreement with the Company, will be deemed to have been purchased.

10.1.3 Without limiting any other legal recourse, where the Products are damaged or the copy prevention mechanism, if any, is broken the Company shall be entitled to charge the Customer the full purchase price for such Products in accordance with the Conditions.

11 Force Majeure

The Company shall not be liable to the Customer for any loss or damage which may be suffered by the Customer as a direct or indirect result of a Supply by the Company being prevented hindered delayed or rendered uneconomic by reason of circumstances or events beyond the Company's reasonable control including but not limited to Act of God, war, riot, strike, lock-out, trade dispute or labour disturbance, accident, break-down, flood or storm and the Company shall be entitled to terminate a Contract or delay delivery of Products by a period equal to that during which it is prevented, hindered or delayed as aforesaid.

12 General

12.1 The headings in these Conditions are for convenience only and shall not affect their interpretation.

12.2 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

12.3 If any provision of these Conditions is held by any competent authority to be invalid, unlawful or unenforceable in whole or in part then that provision shall be severed from the Conditions the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby and the parties shall use their reasonable endeavours to agree an equivalent but valid replacement provision.

12.4 The Conditions shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts over any claim or matter arising under or in connection with the Conditions or the Products and Services. The place of performance of the Contract shall be England and the language of the Websites and the Conditions is English.

12.5 The Company has used its reasonable endeavours to ensure that the Websites comply with English law. However, the Company makes no representations that the Websites are appropriate or available for use in locations outside England or Wales and consequently the Company bears no liability for use outside England or Wales.

12.6 The Conditions are not intended to confer a benefit on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise, and no third party shall have any right to enforce any of the provisions of the Conditions.

Recruitment Juice Ltd. Registered in England under Company number 5945818.

Registered Office. 4 Western Road, Hurstpierpoint, West Sussex, BN6 9TA. VAT Number: GB 899 6693 23