

PLANit Global Ltd – Terms

This document includes the [Acceptable Use Policy](#) and [Employer Profile - Terms of Sale](#).

Acceptable Use Policy

Last updated: 27th February 2017

This acceptable use policy sets out the terms between you and us under which you may access our website www.planitglobal.co.uk ("**our site**") to use the PLANit Global platform ("**the Platform**"). This acceptable use policy applies to all users of, and visitors to, our site.

Your use of our site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our terms of website use (detailed in terms and conditions section of the website)

www.planitglobal.co.uk is a site operated by PLANit Global Limited ("We"). We are registered in England and Wales under company number 09353547 and have our registered office at PLANit Global Limited, Technology Centre, Wolverhampton Science Park, Glaisher Drive, Wolverhampton, WV10 9RU. Our main trading address is PLANit Global Limited, Technology Centre, Wolverhampton Science Park, Glaisher Drive, Wolverhampton, WV10 9RU. Our VAT number is 214515734.

We are a limited company.

To contact us, please email talkto@planitglobal.co.uk or telephone our customer service line on +44 (0)1902 824212.

Registration

Only one registration per person is allowed. You must keep your registration information up to date.

You must keep your username and password confidential.

You must not:

- impersonate or try to impersonate another person
- disclose your password to anyone else
- allow anyone else use your account
- use anyone else's account.

You are responsible for everything done using your account. If you think that someone else may have access to, or be using, your password or account, you must tell us as soon as possible by contacting us directly.

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Provision of information and PLANit Global ID

You agree and acknowledge that in order to use the Platform you may be required to provide PLANit Global with personal data such as your full name. If you decide to create a PLANit Global ID you will also provide other personal data such as your name, age, educational institution and gender. You guarantee that all information you provide to PLANit Global is accurate, true and complete. You are therefore not allowed to create a PLANit Global ID in the name of someone else. You yourself are responsible and liable for all use that is made of the site through your devices and/or your Account. As soon as you know or have reason to assume that your device and/or your PLANit Global ID has come into the hands of unauthorised persons, you should inform PLANit Global of this notwithstanding your own obligation to take immediate effective measures yourself such as for instance changing your password.

The personal data provided by you will be processed in accordance with the PLANit Global Privacy Policy (detailed in policy section of website)

PLANit Global is not responsible and cannot be held liable for any unauthorised access and/or use of your PLANit Global ID and/or the site through your device.

Prohibited Uses

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (see section below).
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use.

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- Not to access without authority, interfere with, damage or disrupt:
 - o Any part of our site;
 - o Any equipment or network on which our site is stored;
 - o Any software used in the provision of our site; or
 - o Any equipment or network or software owned or used by any third party.

Use of the site and the platform

The Platform allows individuals and businesses to interact with each other by way of uploading profiles and allows individuals to contact businesses registered on the Platform with an Employer Profile.

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of our site and any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

Content Standards

These content standards apply to any and all material which you contribute to our site ("**contributions**"), and to any interactive services associated with it.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).

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- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

Suspension and Termination

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

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- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

Changes to the Acceptable Use Policy

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.

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Employer Profile - Terms of Sale

Last update: 27th February 2017

About Us

www.planitglobal.co.uk (the "**Site**") is a site operated by PLANit Global Limited ("**PLANit Global**" or "**We**"). We are registered in England and Wales under company number 09353547 and have our registered office at PLANit Global Limited, Technology Centre, Wolverhampton Science Park, Glaisher Drive, Wolverhampton, WV10 9RU. Our main trading address is PLANit Global Limited, Technology Centre, Wolverhampton Science Park, Glaisher Drive, Wolverhampton, WV10 9RU. Our VAT number is 214515734.

We are a limited company.

To contact us, please email talkto@planitglobal.co.uk or telephone our customer service line on +44 (0)1902 824212.

Please read these Terms of Sale ("**Terms**") carefully. These Terms are the terms and conditions on which PLANit Global, provides a platform ("**the Platform**") for you to profile your organisation ("**Employer Profile**") via the Site, except to the extent that you have entered into a separate written agreement with PLANit Global that supersedes some or all of these Terms.

We shall have the right to make any changes to the Platform which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Platform, and We shall notify you in any such event.

By paying for an Employer Profile through the Site, you agree to be bound by and accept these Terms and the terms of the documents referred to herein.

Price and Payment Terms

PLANit Global currently accepts payment by cheque or electronic funds transfer upon invoice with 30-day payment terms. It may also be possible to pay by Standing Order. By submitting your Employer Profile information, you represent and warrant that you are authorised to commit your organisation to the agreed payments and authorise us to charge your order (including taxes, delivery and handling) and are thereby known as the 'Administrator' for your Company.

PLANit Global reserves the right to increase its charges, provided that such charges cannot be increased more than once in any twelve-month period. We will give you written notice of any such increase three months before the proposed date of the increase. If such increase is not acceptable to you, you shall notify us in writing within two weeks of the date of our notice and we shall have the right without limiting our other rights or remedies to terminate your Employer Profile by giving two weeks written notice to you.

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All amounts payable by you are exclusive of amounts in respect of value added tax chargeable for the time being ("**VAT**"). Where any taxable supply for VAT purposes is made by us to you, you shall, on receipt of a valid VAT invoice from us, pay to us such additional amounts in respect of VAT as are chargeable on the supply of the services at the same time as payment is due for the supply of the Services.

If you fail to make any payment due to us by the due date for payment, then you shall pay interest on the overdue amount at the rate of 4% per cent per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis, from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.

You shall pay all amounts due to us in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). We may at any time, without limiting any of our other rights or remedies, set off any amount owing to us by you against any amount payable by us to you.

Your Obligations

By submitting your Employer Profile information, you represent and warrant that you shall:

- co-operate with us in all matters relating to the Employer Profile and the Platform;
- comply with our Acceptable Use Policy, Privacy Policy, Cookies Policy and Website Terms of Use;
- at all times provide a safe working environment for any individual that you may offer work experience, a placement or internship or employment to, via the site;
- comply with any additional obligations as we may reasonably require in relation to the Employer Profile and the Platform.

Cancellations and renewals

If for any reason, you wish to cancel your application for an Employer Profile, you may do so in writing to PLANit Global Ltd., Technology Centre, Wolverhampton Science Park, Glaisher Drive, Wolverhampton WV10 9RU within 30 days of it going live whereupon you will receive a refund of the purchase price.

If you wish to have your Employer Profile removed from the Site at a later date, please notify us in writing to PLANit Global Ltd., Technology Centre, Wolverhampton Science Park, Glaisher Drive, Wolverhampton WV10 9RU but please note that the refund will only be valid from the month in which the notification takes place or from the future date stated by you in the letter.

Privacy and Cookies Policy and Acceptable Use Policy

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Please refer to our Privacy Policy and Cookies Policy for information about how PLANit Global collects, uses and discloses personal information from users of the Site and the Platform and our Acceptable Use Policy that govern your use of the Site and the Platform. These terms form part of our contract.

Intellectual Property Rights

For the purposes of this section, Intellectual Property Rights means all patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

All Intellectual Property Rights in or arising out of, or in connection with, the site and the Platform shall be owned by us.

You acknowledge that, in respect of any third party Intellectual Property Rights, your use of any such Intellectual Property Rights is conditional on our obtaining a written licence from the relevant licensor on such terms as will entitle us to license such rights to you.

Limitation of Liability

We only provide the Employer Profile for use by your business. *You must approve any content and the appointed Administrator from your Company must authorise it, or any changes made, before it will become live on the PLANit Global site.* Nothing in these Terms limit or exclude our liability for:

(a) death or personal injury caused by our negligence; or (b) fraud or fraudulent misrepresentation.

Subject to the preceding paragraph, we will under no circumstances whatever, be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with our contract with you for:

- (a) any loss of profits, sales, business, or revenue;
- (b) loss or corruption of data, information or software;
- (c) loss of business opportunity;
- (d) loss of anticipated savings;
- (e) loss of goodwill; or
- (f) any indirect or consequential loss.

Save in connection with any liability for which it would be unlawful for us to exclude or limit our liability, our total liability to you in respect of all other losses arising under or in connection with our contract with you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the annual price payable by you for an Employer Profile.

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Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Employer Profile. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Employer Profile is suitable for your purposes.

Force majeure

Neither party shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure result from events, circumstances or causes beyond its reasonable control.

Severance

If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Terms.

Entire agreement

These terms and the documents referred to herein constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

Applicable Law

These Terms, your purchase of an Employer Profile through the Site and use of the Platform shall be governed and construed in accordance with the laws of England and the courts of England will have exclusive jurisdiction with respect to any dispute arising under or in relation to them.

Notices

All notices given by you to us must be given to PLANit Global, at PLANit Global Ltd., Technology Centre, Wolverhampton Science Park, Glaisher Drive, Wolverhampton WV10 9RU. We may give notice to you at either the e-mail or postal address you provide to us when applying for an Employer Profile. Notice will be deemed received and properly served immediately when posted on this Site, 1 (one) working day after an e-mail is sent, or 3 (three) days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

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Waiver

No delay or failure by us to exercise any powers, rights or remedies under these Terms will operate as a waiver of them, nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them.

Third Parties

A person who is not a party to a contract governing the Terms between you and us is not entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 except where these Terms expressly provide for such rights.

Variation

You will be subject to the Terms in force at the time that you sign up for an Employer Profile, unless any change to these Terms is required to be made by law or governmental authority or unless we notify you of the change to these Terms before we take payment from you. In the event that there is a change to the Terms, we will notify you of the change by e-mail before taking payment from you, asking you to confirm you still wish to proceed. Once we have received your confirmation we will then take payment. If you do not confirm that you wish to proceed with an Employer Profile within 7 (seven) days of the date of our email which notifies you of the change, we will consider this as a withdrawal of your application for an Employer Profile and we will delete your payment details from our system.