

PLANit Global Limited

Terms of Sale

Contents

1.	About Us.....	2
2.	Price and Payment Terms of Sale	2
2.1.	Frequency of Recurring Payments and Payment Date	3
2.2.	Length of Recurring Payments	3
2.3.	Recurring Payment Failure.....	3
3.	Free Accounts	3
4.	Upgrading to a new price plan	3
5.	Downgrading Accounts.....	3
6.	General Information.....	4
7.	Your Obligations	4
8.	Payment by Cheque or Transfer.....	4
9.	Cancellations	4
10.	Other Terms and Policies that Apply to You	5
11.	Intellectual Property Rights.....	5
12.	Limitation of Liability	5
13.	Force majeure	6
14.	Severance	6
15.	Entire agreement	6
16.	Applicable Law	6
17.	Notices.....	7
18.	Waiver	7
19.	Third Parties	7
20.	Variation	7

Terms of Sale

Last updated: 10th May 2018

1. About

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 of Sale**”) carefully. These Terms of Sale 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 of Sale.

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 of Sale and the documents referred to herein.

2. Price and Payment Terms of Sale

PLANit Global Ltd accepts electronic payments utilising WorldPay’s FuturePay as a secure online payment gateway. WorldPay’s Recurring Payments service also known as FuturePay is an internet-based equivalent of traditional standing orders.

The first payment will be on your registration date.

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.

2.1. Frequency of Recurring Payments and Payment Date

An automatic recurring payment for your chosen price plan on our platform will be made every calendar month ("**Monthly Payment**") for the renewal of your Employer Profile.

You will receive a post-payment confirmation email following all automatic recurring payments. You will not receive an advance notice of this payment, but you will receive post-payment confirmation by email. You authorise us to charge your provided payment method for the price plan you have selected.

2.2. Length of Recurring Payments

The payment period will be for one calendar month and will automatically renew unless you choose to cancel your subscription for an Employer Profile.

Please see **Cancellations** within this policy for more information.

2.3. Recurring Payment Failure

If your automatic recurring payment is declined, you will be contacted by phone or email. Please note that if your recurring payment fails, you will need to log in to your WorldPay account using the username and password provided by WorldPay to replenish your account with another payment method. We will not be responsible for any bank fees or penalties. If payment is not made and you do not make a payment within one calendar month, we reserve the right to suspend or terminate your Employer Profile.

3. Free Accounts

Free accounts are not required to provide a payment card. If you wish to upgrade from a free account to a fee-paying account, please email salesteam@planitglobal.co.uk. You will be charged for the first month immediately following any such upgrade.

4. Upgrading to a new price plan

If you wish to upgrade your account, please email salesteam@planitglobal.co.uk. You will be charged for the first month immediately following any such upgrade.

5. Downgrading Accounts

If you downgrade your account, then you may lose content and features. We do not accept any liability whatsoever for such losses.

6. General Information

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.

All amounts payable by you are exclusive of amounts in respect of value added tax (“**VAT**”) chargeable at the current rate. 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.

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).

7. 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 Terms of Sale, Terms of Use, Privacy Policy, Cookie Policy and Refund Policy.
- comply with any additional obligations as we may reasonably require in relation to the Employer Profile and the Platform.

8. Payment by Cheque or Transfer

By prior arrangement with your account manager, PLANit Global may accept payment by cheque or electronic funds transfer upon invoice with 30-day payment terms.

9. Cancellations

If for any reason, you wish to cancel your subscription, you may do so by logging into your account, clicking **Settings > Request to delete my account** within 14 days of it going live whereupon you will receive a refund of the purchase price.

If you wish to cancel your subscription, you may do so by logging into your account, clicking **Settings > Request to delete my account**. When you cancel your subscription with us, you will continue to receive the benefits of your price plan until the end of the current payment period. You will not receive a refund of any portion of the price you paid for the current or prior payment period. You will neither be invoiced for nor receive the benefits for your price plan of

the cancelled subscription after your current payment cycle ends. Please see our **Refund Policy** for more information.

10. Other Terms and Policies that Apply to You

Please refer to our **Terms of Use** that govern your use of the Site and the Platform.

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.

Please refer to our **Refund Policy** for information on how to cancel your subscription with PLANit Global.

These terms and policies form part of our contract.

11. 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.

12. 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 of Sale 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.

Except as expressly stated in these Terms of Sale, 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 of Sale 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.

13. Force majeure

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

14. Severance

If any provision or part-provision of these Terms of Sale 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 of Sale.

15. Entire agreement

These Terms of Sale 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.

16. Applicable Law

These Terms of Sale, 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.

17. 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.

18. Waiver

No delay or failure by us to exercise any powers, rights or remedies under these Terms of Sale 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.

19. Third Parties

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

20. Variation

You will be subject to the Terms of Sale in force at the time that you sign up for an Employer Profile, unless any change to these Terms of Sale is required to be made by law or governmental authority or unless we notify you of the change to these Terms of Sale before we take payment from you. In the event that there is a change to the Terms of Sale, 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 Employer Profile subscription and we will delete your payment details from our system.