

# EduRecruit UK Terms and Conditions of Membership

## These terms

1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content.

1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us by emailing [support@edurecruit.co.uk](mailto:support@edurecruit.co.uk) to discuss.

## 2. Information about us and how to contact us

2.1 **Who we are.** We are Rokket Digital Ltd, t/a EduRecruit UK, a company registered in England and Wales. Our company registration number is 12535365 and our address is Suite 301, 179 Whiteladies Road, Clifton, Bristol BS8 2AG.

2.2 **How to contact us.** You can contact us by writing to us at [support@edurecruit.co.uk](mailto:support@edurecruit.co.uk), or by post at Suite 301, 179 Whiteladies Road, Clifton, Bristol BS8 2AG. You may also use our 'live chat' function on our website, when available.

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

## 3. Our contract with you

3.1 **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this by email and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

## 4. Our products

4.1 **Contact numbers may vary slightly from their description.** The descriptions of the products on our website are based on the latest available data from our directory, which is updated monthly. Although we have made every effort to display the latest

descriptions, we cannot guarantee the specific number of contacts you will receive prior to your accessing the service. If we cannot provide the specified number of contacts within a margin of 10% of the figure stated, then we will offer a full refund.

4.2 **We are not liable for complaints or legal challenges arising from your usage of our data.** If you order a data package from us, you agree to use that data in accordance with GDPR legislation and according to your own data protection policies. You also accept that you are aware of risks associated with using purchased mailing lists. EduRecruit UK / Rokket Digital Ltd will not be held responsible for any complaints or legal challenges arising from your use of data provided by us, and bear no responsibility for the costs involved in remedying such complaints or challenges. By agreeing to these terms, you agree to indemnify us against any complaints or legal proceedings made to Rokket Digital Ltd / EduRecruit UK arising as a result of your acts or omissions when using our data or other services.

4.3 **You may not resell our data.** Our data packages are not to be provided to third parties, either for sale or freely given, and we will seek appropriate remedies if it comes to our attention that this has taken place.

4.4 **Our data has been carefully sourced from open sources on the internet and is processed in accordance with the GDPR.** Our agent database has been collated through careful research from legitimate sources on the internet. We conduct all of our data processing in accordance with the GDPR, and our shared and dedicated emails are sent in accordance with these rules. By purchasing a data package with us you agree to abide by the same principles and not to conduct activities that may be deemed contrary to the regulations or otherwise inappropriate (e.g. sending emails that may be deemed spam).

## 5. Your rights to make changes

5.1 If you wish to make a change to the product or membership package you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see 8- Your rights to end the contract).

## 6. Our rights to make changes

6.1 **Minor changes to the products.** We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements, which may restrict our or your ability to use the data within our directory; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes may cause temporary loss of access to your login area (the 'dashboard').

6.2 **More significant changes to the products and these terms.** In addition, we may make the following changes to these terms or the product, but if we do so we will notify

you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received:

- (a) Variations in price for subsequent membership terms; and
- (b) Changes to your ability to use the products for subsequent membership terms;

## 7. Providing the products

7.1 **When we will provide the products.** Access to our digital content will be provided to you until either the services are completed or the subscription expires or you end the contract as described in 8 or we end the contract by written notice to you as described in 10.

- (a) Some products, such as shared and dedicated emails, are only available on set dates and subject to availability. We endeavour to provide you with such services on a date that is as close as possible to your requested date, and within 30 calendar days of your requested date.
- (b) For our data packages, data will be made available to you a maximum of 3 working days after you receive confirmation of your order.

7.2 **We are not responsible for delays outside our control.** If your access to our platform is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

7.3 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the services to you, for example, your company name, contact name, contact email address, business address, and other personal data as may be required. If so, this will have been stated in the description of the service on our website and will be required during the sign-up process. Failure to provide these details will prevent you from completing the sign-up process.

7.4 **Reasons we may suspend the supply of the service to you.** We may have to suspend the supply of a service to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the service to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the service as requested by you or notified by us to you (see 6).

7.5 **Your rights if we suspend the supply of the service.** We will contact you in advance to tell you we will be suspending supply of the service, unless the problem is urgent or an emergency. If we have to suspend the service for longer than 7 days we will adjust the price so that you do not pay for services while they are suspended. You may contact us to end the contract for a service if we suspend it, or tell you we are going to suspend

it, in each case for a period of more than 7 days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

- 7.6 **We may also suspend supply of the services if you do not pay.** If you do not pay us for the services when you are supposed to (see 12.4) and you still do not make payment within 1 day of us reminding you that payment is due, we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the services where you dispute the unpaid invoice (see 12.6). We will not charge you for the services during the period for which they are suspended. As well as suspending the services we can also charge you interest on your overdue payments (see 12.5).

## 8. Your rights to end the contract

- 8.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the service re-performed or to get some or all of your money back), see 11;
- (b) **If you want to end the contract because of something we have done or have told you we are going to do, see 8.2;**
- (c) **If you have just changed your mind about the product, see 8.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions.
- (d) **In all other cases (if we are not at fault and there is no right to change your mind), see 8.7.**

- 8.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see 6.2);
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 7 days; or
- (e) you have a legal right to end the contract because of something we have done wrong.

- 8.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online you have a legal right to change your mind

within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

- 8.4 **Our goodwill guarantee.** Please note, these terms reflect the goodwill guarantee offered by EduRecruit UK of Suite 301, 179 Whiteladies Road, Bristol, BS82AG to its customers, which is more generous than your legal rights under the Consumer Contracts Regulations in the ways set out below. This goodwill guarantee does not affect your legal rights in relation to faulty or misdescribed services (see 11.2):

<b>Right under the Consumer Contracts Regulations 2013</b>	<b>How our goodwill guarantee is more generous</b>
14 day period to change your mind.	7 day period to change your mind.

- 8.5 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

- (a) membership subscriptions that provide instant access to our digital directory, which you could reasonably be expected to have accessed prior to requesting to cancel;
- (b) digital products after you have started to access these;
- (c) services, once these have been completed, even if the cancellation period is still running;

- 8.6 **How long do I have to change my mind?** How long you have depends on what you have ordered.

- (a) **Have you bought a digital membership package?** if so, you have 7 days after the day we email you to confirm we accept your order, or, if earlier, until you access your user login area. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.
- (b) **Have you bought an add-on?**, if so, you have 7 days after the day we email you to confirm we accept your order, or, if earlier, until you make use of the add-on. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.

- 8.7 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see 8.1), you can still end the contract before it is completed. A contract for goods or digital content is completed when the product is delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end the contract in these circumstances, just contact us to let us know. The contract will not end until 1 calendar month after the day on which you contact us. We will refund any advance payment you have made for products which will not be provided to you. For example, if you tell us you want to end the contract on 4 February we will continue to supply the product until 3 March. We will only charge you for supplying the product up to 3 March and will refund any sums you have paid in advance for the supply of the product after 3 March.

**9. How to end the contract with us (including if you have changed your mind)**

9.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Email us at support@edurecruit.cio.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) **Online.** Complete the form at <https://edurecruit.co.uk/contact>.

9.2 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:

- (a) We may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

9.3 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

- (a) Your refund will be made within 14 days of your telling us you have changed your mind

**10. Our rights to end the contract**

10.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example your company name, contact details, address, education interests, and similar information;
- (c) you do not, within a reasonable time, allow us to deliver the service to you;
- (d) we suspect that you have used our services for nefarious purposes, including re-selling our data, sending spam emails, or other purposes deemed to be beyond the spirit of the purposes for which they have been supplied.

10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in 10.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10.3 **We may withdraw the service.** We may write to you to let you know that we are going to stop providing the service. We will let you know at least 1 day in advance of our stopping the supply of the service and will refund any sums you have paid in advance for services which will not be provided.

## 11. If there is a problem with the service

- 11.1 **How to tell us about problems.** If you have any questions or complaints about the service, please contact us. You can write to us at [support@edurecruit.co.uk](mailto:support@edurecruit.co.uk).
- 11.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

### Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

- a) If your product is **digital content**, for example a subscription to a digital platform, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:
- b) If your digital content is faulty, you're entitled to a repair or a replacement.
- c) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.
- d) If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

See also 8.3.

## 12. Price and payment

- 12.1 **Where to find the price for the product.** The price of the product will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see 12.3 for what happens if we discover an error in the price of the product you order.
- 12.2 **We will pass on changes in the rate of VAT.** If it becomes so and if the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 12.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

- 12.4 **When you must pay and how you must pay.** We accept payment with Visa, Mastercard, PayPal and Stripe. You must pay for the products before you access them.
- 12.5 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 13. Our responsibility for loss or damage suffered by you**
- 13.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 13.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at 11.2 **OR** including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987
- 13.3 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 14. How we may use your personal information**
- 14.1 **How we may use your personal information.** We will only use your personal information as set out in our privacy policy at <https://edurecruit.co.uk/policies>.
- 15. Other important terms**
- 15.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract **OR** We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 5 business days of us telling you about it and we will refund you any payments you have made in advance for products not provided.
- 15.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations

under these terms to another person if we agree to this in writing. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the membership or product.

- 15.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in 15.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 15.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 15.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.