

TERMS AND CONDITIONS HRR RECRUITMENT LIMITED

1 DEFINITIONS

1.1 "Buyer" means the individual or organisation who buys or agrees to buy the Services from the Supplier;

1.2 "Consumer" shall have the meaning ascribed in section 2 of the Consumer Rights Act 2015;

1.3 "Contract" means the contract between the Supplier and the Buyer for the provision of Services incorporating these Terms and Conditions;

1.4 "Services" means the services that the Buyer agrees to buy from the Supplier;

1.5 "Supplier" means HRR Recruitment Limited, Unit 1 Graceways, Whitehills Business Park, Blackpool, Lancashire, United Kingdom, FY4 5GP

1.6 "Terms and Conditions" means the terms and conditions for the provision of Services set out in this agreement and any special terms and conditions agreed in writing by the Supplier;

1.7 "Website" means www.vidaeducation.co.uk

2 CONDITIONS

2.1 Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer.

2.2 These Terms and Conditions shall apply to all contracts for the provision of Services by the Supplier to the Buyer and shall prevail over any other documentation or communication from the Buyer.

2.3 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Supplier.

2.4 Any complaints should be addressed to the Supplier's address stated in clause 1.5.

2.5 Any special conditions applying to the provision of the Services are set out in Schedule 1 to this agreement.

3 ORDERING

3.1 All orders for Services shall be deemed to be an offer by the Buyer to purchase Services pursuant to these Terms and Conditions and are subject to acceptance by the Supplier. The Supplier may choose not to accept an order for any reason.

3.2 When making an order through the Website, the technical steps the Buyer needs to take to complete the order process will be outlined in further correspondence via email on request of purchase.

4 PRICE AND PAYMENT

4.1 The price of the Services shall be that stipulated on the Website. The price is inclusive of VAT.

4.2 The total purchase price, including VAT and other charges, if any, will be displayed in the Buyer's shopping cart prior to confirming the order.

4.3 After the order is received the Supplier shall confirm by email the details, description and price for the Services together with information on the right to cancel if the Buyer is a Consumer

4.4 Payment of the price plus VAT, if applicable, must be made in full or agreed instalments on or before the agreed date. Payment must be made without deduction or set-off.

4.5 Where applicable, if any payment is not paid on time or any payment is rejected or refused, the amount owing will be treated as overdue and the Supplier will be entitled immediately to cease or suspend the provision of the relevant Service until payment has been received.

4.6 Where applicable, the Supplier shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 8% per annum above the base rate of the Bank of England from time to time in force.

5 PERFORMANCE

5.1 The Supplier shall begin to perform the Services within 7 days of payment received but in any event, within 30 days after the Contract is entered into. The Supplier is under a legal obligation to supply the Services in conformity with the Contract.

5.2 The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard. However, where applicable, the Supplier does not guarantee that the Services will be uninterrupted or error-free. The Supplier may have to suspend the Services for repair, maintenance or improvement. If so, the Supplier will restore them as quickly as is reasonably possible.

6 RIGHTS OF SUPPLIER

6.1 The Supplier reserves the right to periodically update prices on the Website, which cannot be guaranteed for any period of time. The Supplier shall make every effort to ensure prices are correct at the point at which the Buyer places an order.

6.2 The Supplier reserves the right to withdraw the Services from the Website at any time.

6.3 The Supplier shall not be liable to anyone for withdrawing the Services from the Website or for refusing to process an order.

7 AGE OF CONSENT

7.1 Where the Services may only be purchased by persons of a certain age the Buyer will be asked when placing an order to declare that they are of the appropriate legal age to purchase the Services.

7.2 If the Supplier discovers that the Buyer is not legally entitled to order certain Services, the Supplier shall be entitled to cancel the order immediately, without notice.

8 CANCELLATION

The Buyer, if a Consumer, has the right to cancel the Contract within 14 days without giving any reason. The conditions, time limits and procedures for exercising the Buyer's right to cancel are laid out in Schedule 2 to these Terms and Conditions together with a cancellation form, in accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

9 REMEDY FOR BREACH

The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard. If the Services are found to be defective then the Supplier shall either repair, reperform or replace the Services or refund any monies paid for the defective Services when notified by the Buyer of the defect within a reasonable time.

10 LIMITATION OF LIABILITY

10.1 The Supplier shall not be responsible for: 11.1.1 losses that were not caused by any breach on the part of the Supplier; or 11.1.2 any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure); or 11.1.3 any indirect or consequential losses that were not foreseeable to both the Buyer and the Supplier.

10.2 The Supplier shall not be held responsible for any delay or failure to comply with its obligations under these Terms and Conditions if the delay or failure arises from any cause which is beyond its reasonable control. This condition does not affect the Buyer's legal right to have Services provided within a reasonable time or to receive a refund if Services ordered cannot be supplied within a reasonable time owing to a cause beyond the Supplier's reasonable control.

10.3 Nothing in these Terms and Conditions limits or excludes the Supplier's responsibility for fraudulent representations made by it or for death or personal injury caused by the Supplier's negligence or wilful misconduct.

11 WAIVER

No waiver by the Supplier (whether express or implied) in enforcing any of its rights under this agreement shall prejudice its rights to do so in the future.

12 FORCE MAJEURE

The Supplier shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire or failure of any communications, telecommunications or computer system, and the Supplier shall be entitled to a reasonable extension of its obligations.

13 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

14 CHANGES TO TERMS AND CONDITIONS

14.1 The Supplier shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase.

14.2 Any renewal of the Services will be subject to the Supplier's then current Terms and Conditions.

15 GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.