



Practical, Prompt, Professional HR Solutions

## **TERMS AND CONDITIONS FOR COMPLETE PEOPLE MANAGEMENT LIMITED**

Please read these terms and conditions carefully. When using the Complete People Management.co.uk website and/or purchasing the products and services directly from Complete People Management Ltd, you signify your agreement to be bound by these terms and conditions.

### **Definitions**

In these terms and conditions CompletePeopleManagement.co.uk and CompletePeopleManagement.com are the trading names of Complete People Management Limited. The registered office is 9 Thorne Road, Doncaster. DN1 2HJ. The company registration number is 4700690. The following words will have the following meanings:

- "Us" refers to Complete People Management Limited, a company registered in England and Wales. "We", "our" and "ours" will be construed accordingly.
- "You", "Your" and "Yours" refers to the customer or user who uses the Site and/or purchases the Products and/or Services directly subject to these terms and conditions.
- "Site" means the Site on the World Wide Web located at completepeoplemanagement.co.uk and completepeoplemanagement.com
- "Product" means the products which are manufactured and available for purchase, including and not limited to contracts of employment, employee handbooks, HR policies and procedures and employment forms and letters, foundation packs, personality reports, job descriptions, emotional intelligence reports, aptitude and ability tests and CV products.
- "Service" means the services which are available for purchase, including and not limited to employment advice service, HR management project work, recruitment services and training and development.
- Unless the context clearly indicates another intention:
  - reference to one gender includes all other genders,
  - reference to the singular includes the plural and vice versa,
  - reference to any statutory provisions shall include any statutory provisions, which amends or replaces it and
  - reference to writing includes fax, e-mail and similar means of communication.

### **Access to the Site**

We aim to ensure that the availability of the Site will be uninterrupted and that transmissions will be error free. However, due to the nature of the Internet, this cannot be guaranteed. From time to time access to the Site may be suspended or restricted to allow for repairs, maintenance, the introduction of new facilities or services or amendments to the Site, facilities or services and terms and conditions of use. We aim to keep this time to a minimum.

We reserve the right to refuse access to the Site, terminate accounts, change, modify, substitute or remove without notice any information, products and/or services on the Site at any time.

We are under no liability in respect of any loss arising directly or indirectly from the interruption or non-availability of the Site.

You are hereby accepting that we cannot be held responsible or liable for any failings of your webhost, telecommunications carriers, internet service providers, or any of the world-wide web infrastructures.

### **Associate**

The Service or part thereof may be subcontracted out from time to time to a professional HR associate(s). Notice of the subcontracting will be provided in writing giving at least one (1) weeks notice, except in emergency situations where as much notice as is possible will be given. All third parties are legally forbidden from using your personal information for any other reason than fulfilling our contractual obligations to you.

### **Availability of Products**

The Products are sent electronically 4 working days after receipt of the order. Where sent by post they are delivered within 10 working days of the placed order. There may however, be times when this cannot be guaranteed. We will inform you by email when this is the case and notify you of when the Products are available. We are under no liability for any loss arising directly or indirectly from the non-availability of the products.

### **Availability of Employment Advice Service**

The advice service is available Monday to Thursday 8am to 5pm and Friday 8am to 2pm (see Our Service). There may however, be times when this cannot be guaranteed. We will inform you by email



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when this is the case and notify you of when the service will resume. We are under no liability for any loss arising directly or indirectly from the non-availability of the service.

The retained service is available as per the related detailed proposal and associated terms and conditions of agreement.

### **Availability of HR Management Project Work and/or Training, Learning, Education and Development Services**

These services are available as per the related detailed proposal and associated terms and conditions of agreement. We are under no liability for any loss arising directly or indirectly from the non-availability of the service.

### **Cancellation**

You must notify us immediately in writing if you wish to cancel any order.

### **Communication**

It is our practice to write to you recording important advice and to record significant developments in matters we are handling on your behalf. The speed of our response may be dependant upon the response of a third party. When communicating with us you may do so by letter, e-mail or telephone. Telephone messages may be left on a 24-hour basis by using the voicemail system. It is our practice to deal with all enquiries as promptly as possible.

### **Communication - Electronic**

You are responsible for all electronic communications and consent sent from your computer to us. We will communicate by means of the website or other electronic media e.g. e-mail. We will take reasonable steps to safeguard the security and confidentiality of the information transmitted and you acknowledge that we cannot guarantee its security and confidentiality. You consent to receive communications from us electronically. This does not affect your statutory rights.

It is our policy to check all electronic communications with anti-virus software but we cannot guarantee the transmissions will be free from infection. We will have no liability for any losses suffered by you or any third party as a result of transmission of a software virus.

We shall be under no liability for any loss resulting directly or indirectly from non-receipt or mis-routing of email or for any other failure of emails.

### **Confidentiality**

It is our policy to treat the confidentiality of our customers with utmost respect.

The relationship between you and us is strictly professional and the Product and/or Service is provided on the understanding that all information will be treated in the strictest of confidence and will not be disclosed to third parties by you.

In order to comply with legal requirements we also operate a money laundering reporting procedure.

In certain circumstances we may be required by law to reveal information to the appropriate authorities in relation to any suspicion of money laundering.

### **Conflict of Interest**

It is our intention to avoid any conflict of interest. To this end, in the event that we accept instructions from you and a competitor of yours or the other party for the same case, we will notify both parties of this and immediately withdraw from advising one party.

### **Content of the Site**

The information provided by us on the Site is not in any way an invitation or recommendation to buy any Product and/or Service featured therein.

The Site may provide hyperlinks to other websites. We have no responsibility for the contents of any other websites to which the Site has links. Third party companies provide additional Products and Services on the website and are not part of our Company. If you accept any Products and/or Services offered by a third party company the agreement is between you and the third party company and we are not party thereto and have no liability there under. You must carefully review the third party company terms and conditions.

### **Content of Proposals**

The information provided by us in any written proposal is not in any way an invitation or recommendation to buy any Product and/or Service featured therein.

### **Contract**

When you place an order to Purchase a product(s) and/or Service we will send you an email confirming receipt of the purchase. Your order represents an offer to us to purchase a Product and/or Service from us, which is accepted by us when we send the email confirming receipt of your order. This



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contract shall not be taken to have come into existence unless and until we have sent an email confirming receipt of your order or purchase.

### **Copyright**

Complete People Management Limited owns the copyright and intellectual property rights of all materials on the Site including the Site design, text, graphics, logo, user interfaces, software and their selection. The material may be used and downloaded only onto one computer hard drive within your company. All the materials on the site and Site design, text, graphics, logo, software and their selection may not be reproduced, modified, republished, posted, broadcast, transmitted or linked by your company or any third party on-line or off-line or in any other format and for any purposes other than personal or internal company use. You may not create and/or publish your own database that features parts of the Site.

Complete People Management Limited owns the copyright and intellectual property rights of any written materials (Products) and any written materials provided by the Employment Advice Service, HR Management Consultancy and Project Work, Retainer or Training and Development Service to you. You own the copyright and intellectual property rights of any written materials provided by the Service to Complete People Management. In the event that you are sent products and/or written material directly from the company via email to amend internally, we retain ownership of the copyright of that material. You may not re-sell, re-publish, copy or distribute any product or any part thereof by any third party, including another organisation within a group.

Complete People Management do not grant you any rights to intellectual property rights including without limitation all materials on the Site and the Site design, text, graphics, logo, user interfaces, software and their selection.

### **Customs**

We are not responsible for any customs charges related to the delivery of any of the Products.

### **Data Protection**

We will hold your personal details on computer. This information may be used to keep you up to date with Product and/or Service updates and bulletins and to send you the newsletter if you have subscribed. This information may also be reviewed in certain circumstances by computer maintenance organisations in connection with the maintenance of the computer system. If you have any objection to your personal details being held on computer, you should advise us in writing.

### **Delivery Charges**

Where a product is sent to you via post rather than via email, delivery and postage charges will be notified to you in writing in advance and added to the invoice.

Where the delivery of the product is by personal delivery you will be notified of the associated mileage costs in writing in advance.

### **Employment**

Nothing in these terms and conditions shall give rise to an employment relationship between you and us.

### **Feedback and Suggestions**

We are keen to encourage constructive feedback and suggestions from you. The feedback and suggestions may be communicated to us via email, via the Site, via telephone or via letter. We must indicate that the content of the feedback and suggestions must not be illegal, obscene, infringe intellectual property rights, be of a harassing nature or cause distress and must not consist of or contain software viruses, chain letters, commercial solicitation or any form of "spam". You must not use a false e-mail address or impersonate any person or entity. We reserve the right to remove or edit any content of such communications.

If at any time you would like to discuss with us how the Products and/or Service could be improved, or if you are dissatisfied with the Products and/or Service, please let us know. We will look into the matter promptly and make reasonable steps to rectify the situation.

If you do supply feedback and suggestions, unless you indicate otherwise, you are thereby granting us to use a non-exclusive, royalty-free right to reproduce, adapt, publish, distribute and display such content throughout the world in any media. You thereby agree the right to use the name you submit in connection with the content, unless you indicate otherwise.

### **Force Majeure**

Neither party shall be liable for any default due to any act of god, war, strike, lockout, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.



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### **Governing Law**

These terms are governed by and construed in accordance with English Law. Any disputes will be subject to the exclusive jurisdiction of the English courts. You will be subject to the terms in place at the time that you use the Site or that you order Products and/or Services directly unless the changes are required to be made by law.

If any provisions of these terms and conditions are held to be unlawful, invalid or unenforceable, that provision will be deemed severed and the validity and enforceability of the remaining provisions of these terms and conditions will not be affected and will remain in full force and effect.

### **Headings**

All headings are for ease of reference only and shall not affect the construction of these terms and conditions.

### **Intellectual Property**

All copyrights, trademarks, database rights and other intellectual property remains the property of ours. None of the information may be reproduced or redistributed.

### **Liability**

We do not warrant that the Site or any function or material within it is fault or error free. The author, company and solicitors who have approved the contents will not be liable to any person or entity with regard to any loss or damage caused or alleged to be caused by the information contained in or omitted from the Site. We do, however, make every effort to ensure that the information provided is accurate and up to date. Documents downloaded from the Site may be updated at any time. Where the Product has been purchased within 28 days of the update you will receive the revised copy free of charge.

We do not warrant that the Products and/or Services are fault or error free. The author and company will not be liable to any person or entity with regard to any loss or damage caused or alleged to be caused by the information contained in or omitted from the Products and/or Service. We do, however, make every effort to ensure that the information provided is accurate and up to date. Documents may be updated at any time. Where the Product has been purchased within 28 days of the update you will receive the revised copy free of charge.

The Products do not constitute individual legal advice and we therefore recommend that you take appropriate professional advice when using the Products and before implementing any action, which may affect your business.

It is not possible for us to predict all circumstances in which the Products and Service may be used. You will be responsible for the accuracy of all information provided to us and for all the consequences of any errors arising as a result of supplying inaccurate information or failing to supply relevant information to us.

Our liability in respect of any claims under these terms and conditions shall be limited to the purchase price paid by you for the Product(s) and Service(s) to Us and will not exceed £100,000.00 and we shall be under no liability in respect of any direct or indirect loss or damage of business, contracts, profits or anticipated savings or goodwill any other direct or consequential or economic loss whatsoever. No liability is accepted from any loss or damage attributable to negligence, dishonesty, misconduct or lack of skill or experience to you.

### **Our Service**

Our aim at all times is to provide a prompt, efficient, up to date, accurate and courteous Service to our customers. Our skill and knowledge is varied, no matter what the issue is that you are facing, possibly for the first time, we have probably dealt with a similar situation before. If we have not, we have the sources of information available to us to find the answer to deal with your issue.

The Service aims to assist you with UK employment legislation solutions to your Human Resources issues, no matter how routine they are. You confirm that you use the Service within UK employment legislation. The employment issue may include any of the following areas: recruitment, contracts of employment, attendance management, disciplinary, grievance, harassment and bullying, redundancy, transfer of undertakings, equal opportunities and termination of employment.

The Service excludes issues related to health and safety, tax, pensions, social security legislation or commercial legislation e.g. self-employment.

The Service is available Monday to Thursday 8am to 5pm and Friday 8am to 2pm, excluding Bank Holidays, unless otherwise detailed in the proposal. Response times to requests will normally be within



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a 24 hour period except where the request is out of hours. Out of hours requests will be responded to within 24 hours of the next operating period.

The Service or part thereof may be subcontracted out from time to time to professional HR associates. Notice of the subcontracting will be provided in writing giving at least one (1) weeks notice, except in emergency situations where as much notice as is possible will be given. All third parties are legally forbidden from using your personal information for any other reason than fulfilling our contractual obligations to you. By purchasing the Service from us you consent to your personal information being passed to third party suppliers where necessary.

#### **Payment of Accounts**

Invoices for the payment of Products and Services are raised at the end of the calendar month in which the order has been placed unless otherwise stated in a separate proposal/agreement. They are payable by you to us within 14 days of the date of the invoice. You will be sent a receipted invoice. Any payments must be made in UK pounds sterling. Invoices must be paid by electronic funds transfer. We do not accept cheques.

Payment of the account will constitute acceptance of the charges and the associated Product and/or Service.

We reserve the right to charge interest if you fail to pay the charge on time. We will write to you and tell you that we will charge interest at 4% a year above the Co-operative bank base rate from the date that we send you the written notification of outstanding charges until the date on which we were paid.

#### **Prices**

Our prices are based on the degree of knowledge and skill the team possess. All prices are exclusive of Value Added Tax and postage, packaging and delivery. We reserve the right to temporarily remove Products and/or Services to amend prices at any time. Where we have sent you a written proposal, the prices quoted will remain valid for one month or as otherwise stated in a separate proposal/agreement.

The prices of the Products and/or Services displayed on the Site may at times be incorrect. If a price is lower than that stated, you will be charged the lower price. If a price is higher than that stated, we will contact you with instructions. In this case your acceptance of these terms and conditions includes your acceptance of the proposal and its conditions.

#### **Proposal**

Any proposal for Product and/or Service and the associated conditions of agreement must be read in conjunction with these terms and conditions.

#### **Returns**

When you purchase a Product, if for any reason you are unhappy with the purchase you can return it to us within 7 working days of the date that you received it. You will be issued with a full refund of the price of the Product. Please note that this policy applies to all of our Products except those which are emailed to you and Products which are free of charge.

When you purchase a Service, if for any reason you are unhappy with the Service you must notify us within 7 working days of the commencement date of the Service. You will be issued with a refund of the price for that part of the Service for which you are unhappy.

#### **Severance**

Any provision of these terms and conditions which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not effect any other provision of these terms and conditions.

#### **Statutory Rights**

Your statutory rights are not affected by these terms and conditions.

#### **Storage of Paper and Documents**

We will keep our files of papers (except for papers, which you ask to be returned to you) for no more than seven years. We keep the files on the understanding that we have your authority to destroy them seven years after the date of the final bill we send to you for this matter. We will not destroy documents that you request in writing to be kept in safe custody.

We do not make a charge for retrieving stored papers in response to continuing or new instructions from you. We do reserve the right to charge for time spent on new instructions related to such papers.



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### **Terms**

These terms and conditions shall commence on the date of the order and shall continue until the work is completed or for the period specified in a separate agreement.

### **Terms– As Required Employment Advice Service Only**

These terms and conditions shall commence on the date of the order and shall continue for the duration of the work undertaken or as agreed in advance in writing.

### **Termination – Retained Employment Advice Service Only**

Termination of this agreement with notice at the end of the agreement term, by either party must be in writing specifying the intent to terminate the agreement with at least two (2) months notice and as per the conditions of the agreement.

We retain the right to terminate the terms and conditions herein without notice in the event damage is incurred to us or we are brought into disrepute by you.

After the date of termination you will make no further use of the Service. We will dispose of any customer data in our possession unless we receive in writing within 20 days of the date of termination a written request from you to supply the most recent back-up of your data. We will deliver the data to you within 30 days of the written request. The data will be delivered by means acceptable to both parties and you will pay all reasonable expenses incurred in the delivery process.

### **Termination – HR Management Project Work and/Training, Education, Learning and Development Work**

Termination of any HR management project work and/or training, education, learning and development work agreement before the specified period, by either party must be in writing specifying the intent to terminate the agreement with the notice as specified in the agreement. In this event we shall be entitled to fees for the time expended on the terminated assignment agreement and travel and overnight expenses as specified in the agreement. All amounts chargeable will be based on our current standard time rates.

Any advanced payment paid by you and received by us will be refunded, less charges for work completed after the notice period has expired. Work completed and not charged will be invoiced as specified in the agreement and will be payable by you as per the payment of accounts section. We retain the right to terminate the terms and conditions herein without notice in the event damage is incurred to the company or the company is brought into disrepute by you.

After the date of termination you will make no further use of the Service. We will dispose of any customer data in its possession unless the company receives in writing within 20 days of the date of termination a written request from you to supply the most recent back-up of your data. We will deliver the data to you within 30 days of the written request. The data will be delivered by means acceptable to both parties and you will pay all reasonable expenses incurred in the delivery process.

### **Trademarks**

Trademarks indicated on the Site and other documentation are trademarks or registered trademarks of Complete People Management Limited. All other trademarks not owned by Complete People Management Limited are the property of the respective owner.

### **Use of the Website**

You must use the Site for lawful purposes only. You must not use the Site for the following purposes:

- Fraud or criminal offence or other unlawful activity.
- Send, use or re-use any material that is illegal, obscene, infringe intellectual property rights, be of a harassing nature or cause distress and must not consist of or contain software viruses, chain letters, commercial solicitation or any form of "spam".
- Cause inconvenience or anxiety.

We reserve the right to bar you from access to the Site where you commit or seek to commit fraud, attempt to disrupt in any way the services offered on the Site.

### **User Name and Password**

You are responsible for the security of your user name, password and any reference number in connection with the Site and/or Service to prevent unauthorised access to your account. You must inform us immediately if you are aware that your user name, password or reference number has become known to someone not authorised to have access to it.

We reserve the right to suspend your user name, password or reference number if we suspect any security risk.

If you forget your user name, password or reference number you must contact us immediately.



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**Variation**

These terms will apply unless there is written agreement to the contrary. No future variation of these terms and conditions will be effective unless recorded in writing. Continued use of the Site and/or Products and/or Service constitutes your acceptance of the modified terms and conditions.

**Waiver**

No waiver or forbearance by us (whether expressed or implied) in enforcing any of our rights under these terms and conditions shall prejudice our rights to do so in the future.

**Agreement of Terms**

I hereby agree and consent to be bound by the detailed terms and conditions. I understand that the terms and conditions must be read in conjunction with any proposal or agreement, as appropriate. These terms and conditions will come into full force and effect where any Product and/or Service is ordered or the Site is accessed and the terms and conditions are not returned to us signed and dated before the commencement of using the Site and/or ordering the Product(s) and/or Service.

**Signed:**

**Print Name:**

**Date:**