



## General Terms and Conditions of Business

**Effective Date: 14<sup>th</sup> June 2018**

### PREAMBLE

The Company and the User agree to be bound by these Terms in all circumstances where the Company agrees to provide Services to the User, and the User agrees to acquire those Services from the Company.

### DEFINITIONS

**Application Form:** Means the form: submitted by the User to the Company; and agreed to by the Company for the provision of certain Services from time to time.

**The Company:** means Jobg8 Ltd. located at Tower Business Park, Kelvedon Road, Tiptree, Essex CO5 0LX.

**Force Majeure Event:** includes any act, event, non-happening, omission or accident beyond the reasonable control of the Company and includes in particular (without limitation) the following: strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of public or private telecommunications networks; or the acts, decrees, legislation, regulations or restrictions of any government.

**Intellectual Property:** has the meaning given to that term in clause 13.

**Advertisement:** means the advertisement submitted by the User to the Company.

**Services:** means services provided by the Company to the User.

**Terms:** means these User Terms and Conditions of Business and any terms of any applicable Application Form.

**User:** means the person, business or company who access or uses the Jobg8 service.

### GENERAL

1. These Terms (together with the terms of any applicable Application Form) are between the Company and the User, and govern the obligations of both parties under any contract for the provision of the Services.
2. These Terms shall take immediate effect in substitution of all previous terms relating to the contents hereof, whether written, oral or implied between the Company and the User.
3. These Terms are deemed to be accepted by the User upon the submission by it of an Application Form or opening of an account with the Company for the purpose of providing Services.
4. No variation or alteration to these Terms shall be valid unless expressly agreed and confirmed in writing by a Director of the Company.
5. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting these terms. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

### COMPANY OBLIGATIONS

6. Subject to the User's proper and timely performance of its obligations, the Company will use its reasonable endeavours to supply the Services in accordance with these Terms.
7. The Company shall have no liability or responsibility for any failure to perform, or delay in performance of, any of its obligations to provide the Services that is caused by a Force Majeure Event and any contract between the Company and the User is deemed to be suspended for the period that the Force Majeure Event continues, and the Company will have an extension of time for performance for the duration of that period. The Company will use its reasonable endeavours to find a solution by which its obligations under these Terms may be performed despite the Force Majeure Event.

### USER OBLIGATIONS

8. The User shall indemnify and keep indemnified (on an after tax basis) the Company against any costs, claims, damages, expenses and liabilities incurred by the Company, whether direct or indirect (including but not limited to legal or other professional fees and loss of profit), arising out of any claim settlement or proceeding brought by a third party as a result of the provision of the Services, including the display of any Advertisement or other product provided by the Company on behalf of the User.

### TERM AND TERMINATION

9. This agreement will remain in full force and effect so long as the Services are provided.

### LIABILITY

10. **All warranties, conditions and other Terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms.**
11. **Nothing in these Terms excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence.**
12. **Subject to paragraph 10:**

- a. the Company shall not be liable to the User by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of any contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatever (whether caused by the Company's negligence or that of its employees, agents or subcontractors or otherwise) which arise out of or in connection with the supply of the Services (including any delay in supplying or any failure to supply the Services in accordance with any contract or at all); and
- b. the entire liability of the Company in contract, tort (including negligence or breach of statutory duty), misrepresentation (unless fraudulent) or otherwise arising in connection with the supply of the Services or resulting from their use shall not exceed an amount equal to the cost to the User of the particular Service the subject of any complaint (not including any amounts paid for previous Services of that nature for which no complaint had arisen and not including any amounts which remain invoiced but unpaid).

#### **INTELLECTUAL PROPERTY**

13. Any Intellectual Property (including, without limitation, rights to and any interest in, any patent, design, trade mark, copyright, know how, trade secret and any other proprietary right or form of intellectual property (whether protectable by registration or not and whether registered or not and including all applications for renewals or extensions of such rights), customer list, User agreement, specification, formula, drawing, program, design, system, process, logo, mark, or style) and all similar or equivalent rights or forms of protection in any part of the world ("Intellectual Property") which is not developed in the course of the Company providing the Services, but which is used for the purposes of these Terms ("Current Intellectual Property"), will remain the property of its current owner.
14. Intellectual Property, including any modifications or addition to Current Intellectual Property, which is created, made or discovered by the Company in the course of the Company providing the Services, will be the absolute property of the Company without the need for any party to execute any further document, provided that nothing in this clause will vest in the Company any proprietary rights in, or prevent the User from using, either for the Company or any other customer, any techniques, knowledge, information practices or codes which are:
  - a. generic in nature and were known to the User prior to the date of these Terms; or
  - b. developed by the User during the provision of Services by the Company and relate to standard practices adopted within the industry to which the Services relate.
15. The relationship between the Company and the User is, and will be for all purposes, that of a company and independent business, and nothing in these Terms will be taken as constituting any other relationship.

#### **ENTIRE AGREEMENT**

16. These Terms constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

#### **GOVERNING LAW AND JURISDICTION**

17. These Terms and any dispute or claim arising out of or in connection with them or their subject matter, shall be governed by, and construed in accordance with, the law of England and Wales. The Company and the User irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or their subject matter.

#### **SEVERABILITY**

18. The clauses and paragraphs contained in these Terms are intended to be read and construed independently of each other. If any term, covenant, condition or provision of these Terms is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of these Terms will in no way be affected, impaired or invalidated as a result.



**The Job Board Summit Addendum to the Jobg8 General Terms and Conditions of Business**

**General**

The events will consist of speaker sessions, workshops and panel discussions. Full details of the Summit agendas can be found on the Jobg8 website [www.jobg8.com/events.aspx](http://www.jobg8.com/events.aspx)

**Payment**

All ticket payments must be made to Jobg8 either online with a payment card or within 28 days of issue of the invoice or before the date of the event whichever is sooner.

**Cancellations**

Tickets are non-refundable. However, tickets may be transferred to someone else within the same organisation without penalty. Please notify us prior to the event.

No-shows will be charged full ticket price. Please note that no refunds will be issued for missed events, including events missed due to travel delays, or changes to the event schedule or speaker line up.

**Delegate Information**

All delegates' names and email addresses will be shared, with the event main sponsors. If delegates do not wish for their name and email to be shared with the main sponsors, they can email us at [marketing@jobg8.com](mailto:marketing@jobg8.com).

**Convers8**

All delegates will be registered with our Convers8 event facility. Convers8 provides all event information including the agenda and sponsors plus the facility to network at the event and schedule meetings with other delegates and sponsors. All delegates will receive a login to the Convers8 facility before the event and once logged in will enable delegates to opt out of networking if they wish.

**Disclaimers**

Whilst the agenda is correct at time of publication, the Company reserves the right to change details of the event without notice. Alterations may occasionally be necessary due to circumstances beyond our control.

Where circumstances force the Company to cancel a conference, the liability of the Company shall be limited to a refund of any attendance tickets purchased. The Company is not liable for any consequential loss.

Views expressed by speakers are their own. The Company disclaims any liability for advice, or views expressed, by any speaker at the event or in any documentation provided to attendees.