

Professionals Terms and Conditions

These terms and conditions are the contract between you and BookAMed Limited (“us”, “we”, etc). By visiting or using Our Website, or signing up for our Services, you agree to be bound by them.

We are BookAMed Limited, a company registered in United Kingdom, number 10152215. Our address is Kemp House, 160 City Road, London, United Kingdom EC1V 2NX.

VAT Registration Number: 271 7925 75

Under 18 years? Sorry, but we deal only with people who are legally able to enter into a binding contract.

Please read these terms carefully before registering to Our Website or using our Services. If you do not agree with any part, you should leave Our Website and stop using the site or the Services immediately.

These are the agreed terms

1. Definitions

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| “Content” | means the textual, visual or aural content that is encountered as part of your experience on Our Website. It may include, among other things: text, images, sounds, videos and animations. It includes content Posted by you. It does not include content that is solicited by us either for maintenance of customer records or with a view to submission to third parties in the course of our business. |
| “CV” | means curriculum vitae, a summary of your personal information and history relevant to a prospective employer. It is also referred to by many people as a resume or profile. |
| "Intellectual Property" | means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including property of kinds coming into existence after today; and including, among others, patents, trade marks, unregistered marks, designs, copyrights, software, domain names, discoveries, |

compilations, creations and inventions, together with all rights which are derived from those rights.

| | |
|---------------|--|
| “Jobseeker” | means a person registered to use Our Website and/or our Services to find work. |
| “Our Website” | means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us or any member of the BookAMed Limited group of companies. It includes all of the web pages controlled by us. |
| "Post" | means place on or into Our Website any Content or material of any sort by any means and the term “Posting” and “Posted” shall be interpreted accordingly. |
| "Recruiter" | means a person who posts a job vacancy on Our Website. |
| “Services” | means all of the services available from Our Website, whether free or charged. |

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit.
- 2.2. in the context of permission, “may not” in connection with an action of yours, means “must not”.
- 2.3. the headings to the paragraphs in this agreement are inserted for convenience only and do not affect the interpretation.
- 2.4. any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.
- 2.5. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

3. Basis of Contract

- 3.1. Our Website is a market place for Jobseekers to meet prospective recruiters.
- 3.2. We do not offer the Services in all countries. We may refuse your CV Posting if you live in a country we do not serve.
- 3.3. Use of Our Website may be unlawful in some countries by some people. You are responsible for your compliance with the laws of your country.
- 3.4. In entering into this contract you have not relied on any representation or information from any source except the definition and explanation of the Services given on Our Website.
- 3.5. Subject to these terms and conditions, we agree to provide to you some or all of the Services and products described on Our Website at the prices we charge from time to time.
- 3.6. Some of our Services are now or may in future, be available to you only subject to additional terms. Those terms will be set out on Our Website. You now agree that if you choose to use any such service, the relevant terms will become part of this agreement.
- 3.7. We are not a party to any transaction between a Recruiter and a Jobseeker.
- 3.8. You acknowledge that you understand exactly what is included in the Services and you are satisfied that the Services are suitable and satisfactory for your requirements;
- 3.9. So far as we allow use of our Intellectual Property, we grant a licence to you, limited to the terms set out in this agreement.
- 3.10. The contract between us comes into existence only when we write to you to confirm that your account has been created on the BookAMed platform and we agree to provide to you the Service you want. Your payment does not create a contract. If we decline to provide a Service we shall immediately return your money to your credit card.
- 3.11. We may change this agreement and / or the way we provide the Services, at any time. If we do:
 - 3.11.1 the change will take effect when we Post it on Our Website.
 - 3.11.2 you agree to be bound by any changes.

4. Your account and personal information

- 4.1. When you visit Our Website, you accept responsibility for any action done by any person using your name, account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.
- 4.2. You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible for any error made as a result of such information being inaccurate.
- 4.3. You agree to notify us of any changes in your information immediately it occurs. If you do not do so, we may terminate your account.

5. Your account: registration terms

- 5.1. Details of the cost and procedure to register an account are as set out on Our Website and accordingly updated from time to time.
- 5.2. Payment for registering an account is free.
- 5.3. By accepting these terms and conditions, you do instruct us to provide the BookAMed Limited Service.
- 5.4. Apart from your cancellation right, termination of your account will be regulated by this contract set out in paragraph 15 below.
- 5.5. We reserve the right to modify the registration terms and to change the terms and conditions of this agreement at any time, without notice. Your continued use of Our Website after such modifications shall be deemed an acceptance by you to be bound by the terms of the modified agreement. The terms that apply to you are those Posted here on Our Website on the day you register your account.

6. The price

- 6.1. BookAMed Services are free from Job Seekers.

7. How we handle your data

- 1.1. Our privacy policy is strong and precise. It complies fully with the Data Protection Act 2018 which is at <https://bookamed.com/terms-conditions>.
- 7.1. If you Post Content to any public area of Our Website it becomes available in the public domain. We have no control who sees it nor what anyone does with it.
- 7.2. Even if access to your data is behind a user registration it remains effectively in the public domain because someone has only to register and log in, to access it. You should therefore avoid Posting unnecessary confidential information.
- 7.3. You now irrevocably authorise us to publish feedback, comments and ratings about your activity through Our Website, even though it may be defamatory or critical.
- 7.4. Posting Content of any sort does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.
- 7.5. You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you;
- 7.6. You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
- 7.7. Please notify us of any security breach or unauthorised use of your account.

8. Restrictions on what you may Post to Our Website

We invite you to Post Content to Our Website in several ways and for different purposes. We have to regulate your use of Our Website to protect our business and our staff, to protect other users of Our Website and to comply with the law. These provisions apply to all users of Our Website.

We do not undertake to moderate or check every item Posted, but we do protect our business vigorously. If we believe Content Posted breaches the law, we shall co-operate fully with the law enforcement authorities in whatever ways we can.

You agree that you will not use or allow anyone else to use Our Website to Post Content or undertake any activity which is or may:

- 8.1. be unlawful, or tend to incite another person to commit a crime;
- 8.2. consist in commercial audio, video or music files;
- 8.3. be obscene, offensive, threatening, violent, malicious or defamatory;
- 8.4. be sexually explicit or pornographic;
- 8.5. use a Posting to solicit responses unconnected with the purpose of Our Website or the terms proposed by this agreement;

9. Security of Our Website

You will not:

- 9.1. link to Our Website in any way that would cause the appearance or presentation of the site to be different from what would be seen by a user who accessed the site by typing the URL into a standard browser;
- 9.2. download any part of Our Website, without our express written consent;
- 9.3. collect or use any jobseeker listings, service descriptions, or prices;
- 9.4. for any purpose use our name, any proprietary information (including images, text, page layout, or form) of ours or of our affiliates in any way and in particular to entice search robots to some other website
- 9.5. hide or remove the banner advertisements on any page of Our Website;
- 9.6. use on Our Website software which assists in performing any automated operation.

10. Storage of data

- 10.1. We may, from time to time, set a limit on the number of messages you may send, store, or receive through the Service. We may delete messages in excess of that limit. We shall give you notice of any change to your limit, except in an emergency.

- 10.2. We assume no responsibility for the deletion or failure to store or deliver email or other messages.
- 10.3. You accept that we cannot be liable to you for any such deletion or failure to deliver to you.
- 10.4. We maintain reasonable procedures for general backup of data for our own purposes but we give no warranty that your data will be saved or backed up in any particular circumstances unless we have made specific contractual arrangements with you in writing.

11. Terms applicable: CV Posting

- 11.1. You understand and agree that you alone are responsible for all of the information you submit to us and for maintaining it up to date.
- 11.2. The information you submit for a CV must be accurate and complete. It must not include information which might enable a user to contact you directly, such as a telephone number, email address or street address.
- 11.3. If you deal with a Recruiter in a way which assists the Recruiter to avoid liability for payment to us, you agree to be responsible for making that payment to us.
- 11.4. By registering with us, you accept that we may send to you from time to time offers by third parties to supply goods or services to you.
- 11.5. If or when you cancel your account, we may delete all your personal information and documents relating to you.
- 11.6. We are not obliged to delete your personal information immediately. We are not liable for any action of a third party in their use of your information.

12. Termination

- 12.1. If you or we terminate your account, all your account information may be deleted from our servers.
- 12.2. You may terminate this agreement at any time, for any reason, with immediate effect. You may terminate the agreement either by sending notice to us by post or email, or by completing the form on the Web Site and submitting it. We reserve the right to check the validity of any request to terminate your account.

- 12.3. We may terminate this agreement at any time, for any reason, with immediate effect by sending you notice to that effect by post or email.
- 12.4. Termination by either party shall have the following effects:
 - 12.4.1 your right to use the Services immediately ceases;
 - 12.4.2 we are under no obligation to forward any unread or unsent messages to you or any third party;
- 12.5. In the event of such termination by us, we will within seven days refund to you the balance of your subscription outstanding for any Service, pro rata with time not elapsed. There shall be no re-imbusement or credit if the Service is terminated due to your violation of the terms of this agreement.

13. Interruption to Services

- 13.1. If it is necessary for us to interrupt the Services, we will give you reasonable notice where this is possible and when we judge the down time is such as to justify telling you.
- 13.2. You acknowledge that the Services may also be interrupted for many reasons beyond our control.
- 13.3. You agree that we are not liable to you for any loss, foreseeable or not, arising from any interruption to the Services.

14. Intellectual Property

You agree that at all times you will:

- 14.1. not do anything which does or might reduce the value of our Intellectual Property or challenge our ownership of it.
- 14.2. notify us of any suspected infringement of the Intellectual Property;
- 14.3. so far as concerns software provided or made accessible by us to you, you will not:
 - 14.3.1 copy, or make any change to any part of its code;
 - 14.3.2 use it in any way not anticipated by this agreement;

14.3.3 give access to it to any other person than you, the licensee in this agreement;

14.4. not use the Intellectual Property except directly in our interest.

15. Removal of offensive Content

15.1. For the avoidance of doubt, this paragraph is addressed to any person who comes on Our Website for any purpose.

15.2. We are under no obligation to monitor or record the activity of any user of Our Website for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.

15.3. If you are offended by any Content, the following procedure applies:

15.3.1 your claim or complaint must be submitted to us in the form available on Our Website, or contain the same information as that requested in our form. It must be sent to us by post or email.

15.3.2 we shall remove the offending Content as soon as we are reasonably able;

15.3.3 after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;

15.3.4 we may re-instate the Content about which you have complained or we may not.

15.4. In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.

15.5. You now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any.

16. Disclaimers and limitation of liability

16.1. The law differs from one country to another. This paragraph applies so far as the applicable law allows.

- 16.2. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this sub paragraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.
- 16.3. We make no representation or warranty that the Services will be:
- 16.3.1 useful to you;
 - 16.3.2 of satisfactory quality;
 - 16.3.3 fit for a particular purpose;
 - 16.3.4 available or accessible, without interruption, or without error;
- 16.4. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website.
- 16.5. You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 12 month period for the Services concerned.
- 16.6. We shall not be liable to you for any loss or expense which is:
- 16.6.1 indirect or consequential loss; or
 - 16.6.2 economic loss or other loss of turnover, profits, business or goodwill, even if such loss was reasonably foreseeable or we knew you might incur it.
- 16.7. This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies (who may enforce this provision under the Contracts (Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017, as well as to us.
- 16.8. If you become aware of any breach of any term of this agreement by any person, please tell us by email. We welcome your input but do not guarantee to agree with your judgement

17. You indemnify us

You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

- 17.1. your failure to comply with the law of any country;
- 17.2. your breach of this agreement;
- 17.3. a claim in contract or tort, arising from your use of the Services
- 17.4. any content you place on your own website which causes loss to us;
- 17.5. a breach of the intellectual property rights of any person;
- 17.6. and for the purpose of this paragraph you agree that the cost of our management and technical time is properly recoverable and can reasonably be valued at £100.00 per hour without further proof.
- 17.7. Although this agreement shall be interpreted in accordance with the laws of England, software downloaded from or via Our Website may also be subject to export control law of the United States of America or other jurisdictions. If you breach those laws you will have committed an offence in that or those countries. By downloading or using such software, you now represent and warrant that you are not located in, under the control of, or a national or resident of any such country.

18. Dispute resolution

The following terms apply in the event of a dispute between the parties:

- 18.1. If you are not happy with our services or have any complaint then you must tell us by email message to support@bookamed.com
- 18.2. Detailed information about our complaint handling procedure is at <https://bookamed.com/faq/professional-faq/feedback-candidate-faq/how-do-i-provide-feedback-or-make-a-complaint-about-an-organisation>
- 18.3. If a dispute is not settled as set out above, we hope you will agree to attempt to resolve it by engaging in good faith with us in a process of mediation or arbitration.

19. Miscellaneous matters

- 19.1. You undertake to provide to us your current land address, e-mail address and telephone number as often as they are changed together with all information that we may require to enable us to fulfil our obligations under this contract.
- 19.2. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 19.3. If you are in breach of any term of this agreement, we may:
- 19.3.1 terminate your account and refuse access to Our Website;
 - 19.3.2 remove or edit Content, or cancel any order at our discretion;
 - 19.3.3 issue a claim in any court.
- 19.4. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 19.5. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 19.6. Any communication to be served on either of the parties by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.
- It shall be deemed to have been delivered:
- if delivered by hand: on the day of delivery;
 - if sent by post to the correct address: within 72 hours of posting;
 - If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.
- 19.7. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors,

officers, employees, subcontractors, agents and affiliated companies, may be enforced under that Act.

- 19.8. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and you agree that any dispute arising from it shall be litigated only in that country.

Notice of right of cancellation: Right to Cancel and Model Cancellation Form

Information about your statutory right to cancel

Your right to cancel

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire 14 days after the contract was made. That means you can cancel before you have downloaded the product or we have delivered it to you.

Exception when you opt out

Before we agree to provide our service, we therefore ask that you give up your right to cancel, as the law allows. If you do not agree, we shall not work for you.

Option 1

If you tick the box on our website to confirm acceptance of our contractual terms and conditions, you:

- confirm that you want us to supply service before the expiry of 14 days.

AND

- confirm that you want us to start work for you in any service provision, whether this is incidental to a product or sold separately.

AND

- accept that you will lose your right to cancel the contract.

AND

- understand that your agreement is a term of the contract between us.