

TERMS & CONDITIONS OF RSU SERVICES LTD AND ANY OF THEIR ASSOCIATE COMPANIES

Company number: (06823547) whose principal place of business is: Davis House, 4th Floor, Robert Street, Croydon CR0 1QE

1. Agreement - These Terms apply to the Customer's use of RSU Services Ltd's Blueprint Training Manual and Business Documents plus the separate DVD and Recruitment Start Up Training Programme. By signing this Agreement Form, the Customer accepts these Terms under which RSU Services Ltd provides the Service.

2. Definitions

'**Customer**' means any individual who signs this Agreement (or has been given permission by a Director of RSU Services Ltd) to subscribe to the services provided by RSU Services Ltd.

'**Blueprint Training Manual**' refers to the Training Manual, Business Documents and Terms of Business.

'**DVD Training Programme**' RSU Services DVD business pack consisting of six DVDs plus Business Programme.

'**Investment Fee**' means the fee payable by the Customer to RSU Services Ltd for Blueprint Training Manual and Business Documents.

'**Recruitment Services**' refers to website and domain hosting and any other third party products or services provided.

'**Business Programme**' The full services provided by RSU Services Ltd as per this Agreement.

3. Services provided by RSU Services Ltd.

3.1 RSU Services Ltd will offer the following services to individuals (Customers) enrolling on to one of its recruitment start up business programmes.

3.2 Provide the 'Customer' with information helping them to get a better understanding of the skills required to set up and run a recruitment business/agency.

3.3 Provide detailed guidelines on how best to set up their recruitment business/agency.

3.4 Provide a DVD training programme outlining the role of a recruitment consultant and the skills required to run a recruitment agency.

3.5 Customers will be required to purchase RSU Services Blueprint Training Manual and Business Documents.

3.6 Customers will receive three one-to-one training sessions provided by the company's Managing Director; the first session will be for two hours followed by two additional one hour training sessions.

3.7 Customers will have the opportunity to subscribe to a leading national recruitment job board for sourcing candidates at a hugely discounted rate.

4. Obligations of the 'Customer'

4.1 The 'Customer' will provide accurate and full information to RSU Services Ltd at all times.

4.2 If the 'Customer' is considered by RSU Services Ltd to be under the influence of alcohol or illegal drugs at any time, the course will be terminated and no fees refunded.

4.3 It is the responsibility of the 'Customer' to attend his/her start up training session on the dates agreed. If the 'Customer' wishes to change the dates booked 24 hours' notice must be given.

4.4 The Customer accepts that following any contact with Candidates & Clients:

4.5 It shall be up to the Customer & the Candidate or Client to agree how to progress matters further, independent of RSU Services Ltd;&

4.6 That the Customer shall act in good faith & in a business like & courteous manner; &

4.7 That the Customer shall keep strictly confidential all confidential information disclosed by the Candidate or Client & act in accordance with the Data Protection Act 1998 & the Employment Agencies Act 1973 (& all other relevant legislation & regulations made there under)

4.8 It is the Customer's responsibility to follow through on the sales call targets and objectives set as part of their training and business development programme. This will be set during the one-to-one consultancy training sessions.

4.9 Failure to keep up with these set objectives will have an adverse effect on how quickly your business can start generating sales revenue.

5. Training with RSU Services Ltd.

5.1 The RSU Services Ltd Business is a recruitment agency/business start up business model showing you how recruitment agencies make money.

5.2 RSU Services Ltd shall be entitled at any time without notifying the Customer to make changes to the products and services which are necessary to comply with any applicable security or other statutory requirements and shall determine the manner in which the services are provided.

5.3 The one-to-one training sessions are each booked for a set time period. If a Customer arrives late for their meeting the training session will still have to finish as per the allocated time.

5.4 Customers are required to give 24 hours notice if they are not able to attend their training session.

5.5 In the event of the training session being cancelled, RSU Services Ltd will arrange an alternative date.

5.6 In the event that training is cancelled due to instructor illness, RSU Services Ltd will rebook the course for an alternative date. No refund will be offered.

5.7 In the event that a Customer fails to complete their one-to-one training through non-attendance, no refund will be offered.

5.8 Any complaints about RSU Services Ltd's business programme should be directed to Customer Services and sent Recorded Delivery to the company's business address and should not be made later than 7 days after the incident.

5.9 RSU Services Ltd will endeavour to acknowledge receipt in three working days and reply within 21 working days.

6. RSU Services Ltd fees:

6.1 The fees for RSU Services Ltd's Blueprint Training Manual and Business Documents are as outlined in this agreement.

6.2 VAT will only be charged for the CV database access; however, not the Blueprint Training Manual and Business Documents.

6.3 Customers signing up within five days will be entitled to a free standard five page website with one year's domain registration and webhosting. Thereafter, the annual cost of hosting the website is £150.00 plus VAT. All websites are non transferable.

6.4 Customers wishing to host their own website can have the text and images transferred to them.

6.5 If required, RSU Services can provide standard text content for Customers wishing to build their own website.

6.6 In signing this Agreement you verify your acceptance to purchase RSU Services Blueprint Training Manual and Business Documents.

6.7 For the avoidance of doubt all monies paid towards the RSU Services Ltd's business programme as subscription fees, deposits, part payments, balance payments or any form of payment are non-refundable or transferable.

6.8 'Customers' must attend a start up business programme within six months of payment ('payment', covers any deposit, part-payments or balance payments made). If a training session has not been undertaken at the end of this 12 month period then any monies paid will be non-refundable.

6.9 Any income statements made by our company, our customers or our employees are either estimates of what is thought to be possible to earn. There is absolutely no guarantee that you will make similar levels of income.

6.10 You hereby accept that there is an inherent risk to any business activity and that your level of income is solely your risk. There are many factors that contribute to the income of an individual and we cannot predict them all nor guarantee your results. Any business activity has some amount of risk.

6.11 Your results may vary and will be based upon your personal effort and the amount of time and effort you dedicate to your business and the number of business development calls made. There are no guarantees regarding your level of success or income.

6.12 As with any new business it takes time for your recruitment agency to start generating a healthy income, therefore you will need to give a minimum twelve months commitment to building your recruitment agency.

7. Termination

7.1 This Agreement may be terminated by RSU Services Ltd:

7.1.1 If, after RSU Services Ltd has provided written notice to the Customer of breach of Customer Obligations (section 5 of these Terms), such breaches are not rectified by the Customer within 5 working days;

7.1.2 If the Customer fails to pay RSU Services Ltd on the due date any sums that may be due under this Agreement;

7.1.3 If the Customer makes any material misrepresentation in order to become a Customer of the Service or copies any of RSU Services products to offer a similar service or sets up a rival business or is misusing the Products and Services.

7.2 Either party may terminate this agreement immediately by notice to the other if any resolution or petition to wind up the other's business or if a receiver or administrative receiver of the other's undertaking, property or assets shall be.

7.3 Each term of this Agreement is severable & Distinct from the others &, if any provision is, or at any time becomes to any extent or in any circumstances invalid, illegal or enforceable for any reason, that provision shall to the extent be deemed not to form part of this Agreement but the validity, Legality or enforceability of the remaining part of this Agreement shall not be affected or impaired, it being our intention that every provision of this letter shall be & remain valid & enforceable to the fullest extent permitted by law.

7.4 RSU Services Ltd reserves that right to vary this Agreement from time to time. Such changes shall either be notified to you by e-mail or post. Such changes shall be deemed to be accepted if you continue to use the Products and Services after a period of one week from the date of being notified.

8. Entire Agreement

8.1 No addition, amendment or modification of these Terms shall be effective, unless in writing & signed as accepted by a Director of RSU Services Ltd.

9. General

9.1 RSU Services provides every Customer with the opportunity to attend a free initial workshop presentation allowing a person to receive an overview of what this business opportunity is all about and to ask questions on our products and services prior to making any financial commitment. If you are unsure whether or not this business is right for you then we recommend that you seek professional advice before signing this agreement.

9.2 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its Terms.

9.3 The Agreement is personal to the Customer & may not be assigned or transferred to any third party without the prior written consent of a Director of RSU Services Ltd.

9.4 This agreement is governed by English law. Both RSU Services Ltd and the 'Customer' submit to the exclusive Jurisdiction of the English courts in relation to any dispute concerning this agreement.

10. Confidentiality and data protection.

10.1 Any intellectual property, ideas, concepts, know-how or techniques developed by RSU Services Ltd or obtained during the execution of the Services will be owned exclusively by RSU Services Ltd.