

Subscriber Agreement for use of THE HANDBOOK VIP and THE HANDBOOK PRO service.

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 12 of the Unfair Contract Terms Act 1977;

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 The Handbook UK Limited of 366 OLD YORK ROAD, SW18 1SP that owns and operates www.thehandbook.com;

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 "Abuse" means the sharing of login details, passwords or any other information which allows a person or entity not authorised by the Supplier to gain access to the service.

1.8 "Website" means www.thehandbook.com.

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 the Schedule 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 are described in Registration Section.

4 PRICE AND PAYMENT

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

4.2 The total purchase price, including VAT, if any, will be displayed prior to confirming the order.

4.3 After the order is received the Supplier shall receive a confirmation email of their account

4.4 Payment of the price plus VAT, if applicable, must be made by Credit/Debit Card or Cheque (only in the United Kingdom). All invoices can only be viewed under your account tools, you will not be sent monthly copies of these invoices.

4.5. The subscription will continue and renew automatically, until you cancel, you can cancel at any point at the 'account tools' section of the site. If there are any monthly, or similar periodic fees for your subscription (including any applicable taxes), these fees will be billed automatically to the credit card designated during the registration process for the Site or subsequently designated by you to The Handbook, at the start of the monthly or similar period, and at the start of each renewal period, unless you terminate your subscription before the relevant period begins.

4.6 We offer a 21 day guarantee , if for any reason you are not happy with the product let us know within the 21 days and we will offer a full refund. All fees and charges after this time (including any applicable taxes) are non- refundable. Sadly we cannot offer a refund for failure to cancel the subscription prior to the next billing date.

4.6 From time to time The Handbook may adjust the monthly fees by giving you notice in advance. All fees and charges (including any applicable taxes) incurred in connection with The Handbook and password will be billed to the credit card designated during the registration process for the Site or subsequently designated by you to The Handbook.

4.7 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.

5 USER ACCESS

5.1 By purchasing the service the buyer agrees not to share their access details with any other person or entity except those authorised by the supplier prior to ordering the service.

5.2 Users or Buyers who abuse the services offered by the supplier shall be liable for monies owed until the end of their contract term or if after the end of their contract term after the next payment date.

6 Copyright Claims, The Handbook responds to notices of alleged copyright infringement in accordance with the U.S. Digital Millennium Copyright Act (DMCA). If we notice suspicious activity on your account with high data downloads, your account maybe suspended instantly and you will no longer have access to our service.

7 PERFORMANCE

7.1 The Supplier shall begin to perform the Services from the time that the order process is complete.

7.2 The Supplier shall perform the Services with reasonable skill and care. However, where applicable, the Supplier does not guarantee that the Services will be uninterrupted, secure or error-free or that any data generated, stored, transmitted or used via or in connection with the Services will be complete, accurate, secure, up to date, received or delivered correctly or at all. 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.

8 RIGHTS OF SUPPLIER

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

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

8 ENTITLEMENT

8.1 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.

9 CANCELLATION

The Buyer has the right to cancel the Contract at any point you can cancel by going to the 'Account Tools'. Cancellation is instant.

10 LIMITATION OF LIABILITY

10.1 Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms and Conditions by the Supplier the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Services and the Supplier shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever.

10.2 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury resulting from the negligence of the Supplier or that of the Supplier's agents or employees.

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.

16 COMPANY DETAILS

The Handbook UK Limited is Registered in England and Wales, Company Number 06320286
Registered Office: 366 Old York Road , London. SW18 1SP
