PicklePoint...

Recruitment | Business Coaching | Branding Solutions

TERMS AND CONDITIONS OF BUSINESS

PicklePoint - including Exclusive Members Only Networking Group

1. Introduction and scope

1.1 These Terms and Conditions ("Terms") govern services provided under the PicklePoint brand ("PicklePoint", "we", "us") to the person or business purchasing them ("Client" or "Member"). The legal contracting entity is the entity identified on the relevant invoice, order form or written service agreement.

1.2 By signing, accepting a quotation, paying an invoice or enrolling in membership, the Client accepts these Terms. The networking-specific provisions in section 4 take priority over any inconsistent general service provision.

1.3 These Terms are primarily intended for business-to-business engagements. Nothing in them overrides mandatory consumer protection rights where the Client contracts as a consumer.

2. Services

2.1 PicklePoint may provide recruitment, business coaching, branding and web-design solutions, and access to the PicklePoint Exclusive Members Only Networking Group (the "Group"). The precise services purchased will be confirmed in an applicable written agreement, quotation, invoice or membership confirmation ("Order").

2.2 Unless an Order expressly states otherwise, each service is separate. Membership does not include one-to-one coaching, recruitment, website development or other additional paid services.

3. Orders, fees and payment

3.1 The Order states the applicable price, any VAT, payment schedule and start date. An Order cannot vary the essential networking membership terms in section 4 unless the variation expressly refers to that section and is agreed in writing by PicklePoint.

3.2 Payments are due on the date stated in the Order or invoice; otherwise within 30 days of invoice. Instalment arrangements are a method of paying the full agreed fee and do not create a monthly cancellable membership.

3.3 For overdue business-to-business payments, PicklePoint may recover statutory interest and reasonable debt-recovery costs where permitted by the Late Payment of Commercial Debts (Interest) Act 1998. Services and Group access may be suspended while sums remain overdue, following reasonable notice where practicable.

3.4 Fees are non-refundable except where expressly agreed in writing or required by applicable law, including where PicklePoint is in material breach and a refund is legally due. Any statutory cancellation rights take precedence.

4. Exclusive Members Only Networking Group

4.1 Purpose. The Group is a business community intended to help local business owners and representatives meet, build relationships, share knowledge and develop a supportive local network. It is not a lead-generation agency, guaranteed referrals service, investment arrangement or promise of financial gain.

4.2 Twelve-month commitment. Membership is for a fixed period of 12 consecutive months from the membership commencement date stated in the confirmation (or, if none is stated, the date membership is accepted). The full annual membership fee is contractually payable for that term, even where paid by instalments. Membership does not automatically renew; any further term requires a new agreement.

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4.3 No guaranteed meetings or attendance. The membership fee is for admission to and participation in the Group during the membership term, subject to these Terms. PicklePoint does **not** promise or guarantee any particular number, frequency, date, location, duration, format or minimum attendance at meetings or events. Events may be rescheduled, relocated, delivered online, combined or cancelled at our reasonable discretion. We will use reasonable efforts to maintain worthwhile networking opportunities, but the timetable may vary throughout the year.

4.4 No guaranteed results. PicklePoint gives no guarantee of introductions, referrals, enquiries, orders, customers, contracts, exclusivity within a trade, sales, profit, revenue, return on investment, cost savings, business growth or any other financial or commercial outcome. Success depends on individual participation and factors beyond our control.

4.5 No early cancellation or refund. Once a business membership has commenced, a Member choosing not to attend, ceasing to trade, relocating, changing occupation, being dissatisfied with commercial results, or deciding to leave remains liable for the agreed 12-month fee. Fees already paid are not refundable and remaining instalments remain due, except as required by law or where PicklePoint agrees otherwise in writing. This does not remove any remedy for our material breach.

4.6 No transfer or resale. Membership belongs to the named business and designated representative. Substitution of a representative, transfer to another business or resale requires prior written approval. PicklePoint may refuse applications where a conflict of interest or suitability concern reasonably arises; category exclusivity is not granted unless expressly confirmed in writing.

4.7 Member responsibilities. Members must behave professionally and respectfully, respect confidentiality and privacy, comply with applicable laws, refrain from harassment, discrimination, aggressive sales tactics and unsolicited marketing, and not misrepresent any affiliation with or endorsement by PicklePoint. Each Member is responsible for their own business advice, due diligence, contracts and transactions.

4.8 Management of the Group. PicklePoint may introduce reasonable community rules, decline event admission or suspend or end membership for serious or repeated misconduct, non-payment or material breach, after warning where appropriate. The Member remains responsible for accrued sums and, to the extent lawful and proportionate, the remaining contracted fee where termination results from the Member's breach.

4.9 Other members and third parties. Members act independently; they are not employees, agents or partners of PicklePoint. We do not verify or warrant their qualifications, insurance, financial standing, recommendations, products or services. Any business agreed between Members is solely between those parties.

4.10 Event risks. Members attend at their own risk to the extent permitted by law, must follow venue safety rules and are responsible for their personal property. Members should make their own appropriate business insurance arrangements.

5. Confidentiality, privacy and publicity

5.1 Each party must protect confidential information received through paid services or the Group, unless disclosure is authorised, required by law or the information is already public through no breach. Members should not share another Member's sensitive business information without permission.

5.2 Each party is responsible for complying with applicable UK data protection and electronic marketing law. Member contact details may be shared within the Group only on an appropriately disclosed lawful basis; Members must not use contact lists for unsolicited mass marketing.

5.3 Photos or videos may be taken at events. PicklePoint will provide appropriate notice and respect applicable privacy and image rights. Separate permission will be sought where legally required for identifiable promotional use.

6. Intellectual property

6.1 Unless otherwise agreed in writing, PicklePoint owns its branding, event materials, training content, processes and materials created in delivering services. The Client receives a non-exclusive, non-transferable licence to use paid deliverables internally for their agreed purpose, subject to payment in full.

6.2 Members may not use PicklePoint names, trademarks, logos or content commercially without written consent, apart from reasonable truthful identification of membership.

7. Recruitment services

7.1 Recruitment scope, placement fees and any expressly agreed rebate scheme are set out in the Order. Unless otherwise agreed, recruitment placement fees are invoiced once a placed candidate has completed five business days with the Client.

7.2 The Client makes the hiring decision and remains responsible for appropriate references, competence checks, right-to-work verification, safeguarding checks where relevant, employment contracts and compliance. PicklePoint makes no guarantee of a candidate's future performance or suitability.

8. Business coaching

8.1 Coaching scope and deliverables are stated in the Order. Coaching is educational and strategic support, not regulated financial, tax or legal advice. No business outcomes or financial returns are guaranteed.

8.2 The Client is responsible for its decisions and for obtaining regulated or professional advice where appropriate.

9. Branding and web-design services

9.1 Deliverables, revisions, milestones, client inputs and fees are determined by the Order. Changes outside the agreed scope may incur additional fees, subject to prior agreement.

9.2 The Client must provide timely instructions and approvals. PicklePoint may reasonably adjust deadlines if feedback or information is delayed. Any separate hosting, domain, software or third-party charges will be stated in the Order.

10. Suspension and termination

10.1 For non-membership services, either party may terminate an ongoing service agreement on 30 days' written notice unless its Order sets a different project term. The Client must pay for properly performed work and non-cancellable authorised commitments up to termination, subject to applicable law.

10.2 Section 10.1 does not permit early cancellation of the fixed 12-month Group membership. Either party may terminate for a material breach not remedied within 14 days of written notice, where capable of remedy; serious misconduct may justify immediate suspension or termination.

10.3 If PicklePoint permanently discontinues the Group and cannot provide a substantially comparable membership service, affected Members will receive any remedy or proportionate refund required by applicable law. PicklePoint may make reasonable changes to the Group without such changes automatically terminating the membership.

11. Responsibility and liability

11.1 Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that cannot legally be excluded or limited.

11.2 Subject to section 11.1 and applicable law, PicklePoint is not responsible for Members' business decisions or dealings with other Members, and will not be liable for indirect or consequential loss, or loss of anticipated profits, opportunities, sales or goodwill.

11.3 Subject to section 11.1 and applicable law, PicklePoint's aggregate liability arising from a particular paid service or membership shall not exceed the fees paid or payable for that service or membership in the relevant 12-month period. Nothing prevents a remedy that must be available by law.

11.4 Neither party is responsible for delay caused by events reasonably outside its control, although this does not displace non-excludable rights. PicklePoint will take reasonable steps to communicate significant event changes.

12. General legal terms

12.1 These Terms and Orders are governed by the laws of England and Wales, and disputes are subject to the courts of England and Wales, subject to any mandatory consumer jurisdiction rules.

12.2 The Order and these Terms form the entire agreement for the purchased service, except statements or rights that cannot lawfully be excluded. If any provision is unenforceable, the remainder remains effective.

12.3 Changes to a signed Order must be agreed in writing. PicklePoint may update community rules and these Terms prospectively, but may not retrospectively impose a material disadvantage during a fixed membership term without appropriate agreement or lawful justification.

12.4 Notices should be sent to the business contact email shown on the Order or invoice. No failure or delay to enforce a provision waives that right.