

# TERMS & CONDITIONS



These T&Cs apply to all new and existing customers ('you' or 'the customer') of CE Marketing Group ('CE Marketing Group', 'we', 'us' or 'the company'). Please read them carefully, in conjunction with any other documentation you may have received from us, because they contain important information about your legal rights and obligations. We are committed to doing business in an open and honest way. But, like everyone else, we do also have a few specific sections of 'small print'. These terms and conditions ('T&Cs') are designed to protect both your business and ours.

If you are reading these T's and C's electronically, you can use the zoom tool to enlarge them. If you're looking at a hard copy from our media pack, you can request a larger print version by calling 0345 299 3691 or emailing [info@cemg.media](mailto:info@cemg.media).

## 1. YOUR AGREEMENT

Your agreement ("Agreement") comprises of these T's and C's that comes into effect on the date you confirm our service by acknowledging acceptance of these T's and C's.

You agree that, in relation to any agreement with us, you are dealing in a business capacity and are not or will not deal as a consumer for the purposes of Section 12 of the Unfair Contract Terms Act 1977 or the Consumer Rights Act, 2015. You agree that this agreement is a business-to-business agreement. [Distance selling and cooling off rights don't apply to B2B agreements].

## 2. SIGNING AND UNDERSTANDING YOUR AGREEMENT

When you sign the insertion order (Agreement) this is by way of confirmation you are agreeing to the terms and conditions listed within this document.

Electronic signatures and confirmations are a fast and efficient legal alternative to written signatures. In accordance with the 1999 EU Electronic Signatures Directive and the UK Electronic Communication Act 2000, they are every bit as secure and binding as a handwritten signature, but save the time, cost and effort of faxing, mailing and printing. You should only sign and complete this Agreement electronically if you agree to be bound by it.

You represent and warrant that you are fully entitled and authorised to enter into the Agreement and that each individual executing the Agreement on your behalf has been fully empowered to do so and that all necessary actions to authorise his/her execution of the Agreement has been taken. You agree that you

are entering the Agreement on the basis of the clauses in the Agreement and are not relying upon any other representations.

## 3. RESPONSIBILITY FOR COPY AND ADVERTISING CONTENT

These T's and C's cover any products and services you may purchase from us including website advertising, any website sponsored feature, e-solus and/or direct e-mail campaign, supplements an e-newsletter or an insert. If we are asked to produce an advertising feature as part of your order, you are bound to respond with reasonable comments, amendments or approval within 48 hours of receipt of the artwork from us. If you fail to respond within this time, we reserve the right to submit the advertising feature in line with the instructions you gave us prior to submitting that artwork to you, without further notice to you.

You are entitled to one round of reasonable amends of any such advertisement with your order. Any additional amends will be charged at £195 (plus VAT) per amend. No amends will be made after the deadline for your approval of the copy has passed. We will take all reasonable care to avoid mistakes. However, we cannot accept liability for any errors introduced by third parties, subcontractors or as a result of inaccurate copy instructions from you or on your behalf.

All rights including any rights of copyright in and to any artwork designed by us is owned by us. You may choose to purchase artwork upon request on the basis of the cost invoiced by us for the design and generation of such artwork. Full responsibility for the contents

of the advertising rests with you. However, we reserve the right to edit or amend any proposed advertising feature that we consider to be obscene or offensive or that may infringe any third party's rights or that conflicts with our core business or corporate brand or might bring us into disrepute.

In the event that you order any HTML solus e-Campaigns, you must submit final copy for the email not later than 5 (five) complete working days before the 'send date' for the campaign. In the event that such final copy is submitted late we are under no obligation to carry out such campaign on the send date, but you shall still be liable to pay the full fee for that order set out in the contract agreed. You must comply with our deadline dates and our formatting and specification requirements for the submission of any other content failing which we shall not be liable to place the advertisement or utilise the other content concerned, but you shall still be liable to pay the full fee for that order set out in the Agreement.

## 4. ENDING YOUR AGREEMENT

You may end the Agreement with us at any time and request us to cancel the product or service we are providing for you by written notice to us. However, in such an event you agree to pay in full all fees due to us under the terms of the signed Agreement. Meaning anything that we may have already invoiced and any future activity that you have agreed to by signing your Agreement will still be invoiced and will still require settlement in full. This includes any set-up fees that you may have authorised and agreed to pay us. Any

# TERMS & CONDITIONS



fees already received by us are non-refundable. The end of this Agreement, for whatever reason, should not affect either your or our rights or liabilities. We may end the Agreement with you at any time and, in that eventuality, undertake to provide you with 30 days' written notice of our intention to do this. We may also end our agreement with you immediately by giving written notice if (a) you do not pay any outstanding payments due to us under the Agreement, or (b) you break any important term of the Agreement and such breach (if capable of remedy) has not been remedied within 14 (fourteen) days of receipt of written notice from us specifying the breach concerned and requiring its remedy. If we choose to end the Agreement with you for any reason, we will be entitled to remove your listing / banner / advertisement / campaign, and immediately disconnect any other products and services that you have ordered from us without giving you the right to claim any refund, and without any further liability to you or your business or businesses.

## 5. USE OF PERSONAL INFORMATION

We and any other companies associated with us may use your details and any information you provide us with primarily for the purposes of managing your relationship with us. You agree, however, that we may share this information with third parties for the purpose of debt recovery and marketing activities. You acknowledge and agree that such data may be held by us on servers outside the European Union. You further agree that we may communicate with you via email or other electronic means.

You have the right to request access to any personal information that we hold. If you have any other questions or concerns regarding the way we handle or process data that may include you or your business, please email our customer services team on [info@cemg.media](mailto:info@cemg.media). You may also request the deletion of personal

information about you by emailing us at the same email address and we will comply with any such request promptly.

## 6. THE SERVICES WE PROVIDE

When we provide you with any product or service, we undertake to employ the reasonable skill and care of a competent service provider. This means that we will not be responsible for any delay or failure to provide services to you or your business that is caused by reasons beyond our control or due to any technical problems or fault. As a result, you agree that no specific level of business can be assured under the terms of the Agreement.

You further agree that, as some of the products and services we provide to you are managed and operated by third parties, we cannot be held responsible for any issues that arise which are beyond our control or for any delays that these third parties may cause or create.

While we promote our services using natural listings, we do not recommend that you place any reliance on such placements or rankings, as they are subject to changes that are outside our direct control. Search engines regularly change the way in which they return their results to end users, and we cannot be held responsible if placements improve or deteriorate as a result of such changes. You acknowledge and agree that in relation to any form of advertising ordered by you (whether through [elitebusinessmagazine.co.uk](http://elitebusinessmagazine.co.uk) or [elitefranchisemagazine.co.uk](http://elitefranchisemagazine.co.uk) or on our bi-weekly e-Newsletter, or otherwise) that we cannot guarantee the impressions or click-through rates, and that such advertising is speculative and is not being purchased on a 'Cost per Thousand' or Cost per Click' basis. In line with our product and service development policy, you agree that we may need to make changes to the product or service that you purchased and ordered under the terms of the Agreement. You agree that we may make any such changes as we feel

appropriate, without giving prior notice as long as we continue to provide a product or service which matches the description of what you purchased from us.

Nothing in the Agreement shall constitute a partnership between you and us.

## 7. USE OF OUR PRODUCTS AND SERVICES

Any products and services that we provide to you must be used in accordance with the Agreement and you must adhere to any other reasonable instructions or requests that we may issue to you from time to time.

You may not use our company name or logo without prior written consent, and you undertake not to do anything that may harm or damage our reputation.

You may not use any artwork that we create for your business until you have paid the full [purchase] fee for its use set by us in relation to its design and preparation. If you do use any artwork for which you have not paid in full, or you cancel our Agreement and continue to use the artwork elsewhere, you agree that you shall be liable immediately to pay us the sum of £500 (Five hundred pounds) as liquidated damages. You authorise us to invoice you for this artwork.

## 8. UNDERSTANDING OUR CHARGES AND FEES

You agree to pay the fees agreed in the contract or otherwise promptly and in accordance with the following terms. We will raise your invoice order following confirmation of the Agreement. You agree that we may send your invoice to you either by post or by email.

Fees will become due for payment 30 days from the date of invoice. The fee quoted in the Agreement is exclusive of VAT which shall be payable by you at the same time as the fee concerned. In the case of any change in VAT rate, the rate chargeable in the Agreement is the rate in effect at

# TERMS & CONDITIONS



the date of invoice unless otherwise specified in the legislation changing the VAT rate. If you do not settle payment by the due date, interest will be due on the fee under the Late Payment of Commercial Debts (Interest) Act, 1998 (as the same may be amended or replaced from time to time) from the date due until the date of payment. Should we need to do so, we will instruct our solicitors to make a demand for payment for any overdue amount owed to us. If any such demand is not met, we reserve our right to issue a claim for any such amount as a debt against you through the Courts of England and Wales. You will be liable to pay any fees, damages and/or costs that we incur in relation to any such claim. We shall be entitled to use in the Courts copies of emails, letters, agreements and verbal agreements between you and us in relation to your unpaid debt or your obligations to us.

If we agree that the fee should be spread across a number for months or fulfilled through a number of recurring payments, it is important to ensure that you have funds available to meet each of the required payments. If any payment is declined or is not honoured by your bank, we may cancel your right to pay by instalment and demand the full outstanding balance to be paid to us immediately. This will include payment of any late payment interest due.

If you have more than one order with us, we will invoice separately for each product or service that we are providing to you under the Agreement. If we pass your debt to a debt collection agency to recover, a surcharge of 10% of the Fee plus VAT will automatically be added to your debt to cover this additional cost. In addition, if we incur any costs or expenses in recovering payment from you then (to the extent such sums are not due to us pursuant to any other provision of this Clause 9) you indemnify and agree to hold us free and harmless on demand from all such costs and/or expenses.

## 9. RIGHT OF ASSIGNMENT

Your invoice(s) and any of our other rights and obligations may be assigned by us to third parties, but may neither invoices nor any other rights and obligations under the Agreement be assigned by you without our prior written consent. [If your agreement includes multiple products and/or services and includes directory listings as part of the overall order, you agree that the directory listings have been included free of charge and that the fees payable on your invoice are in respect of other products or services detailed on it.

## 10. OUR RESPONSIBILITY TO YOU

We do not exclude or restrict our liability for any death or personal injury caused by

- our negligence,
- fraud or
- any other liabilities that cannot by law be restricted. The maximum liability in respect of the Agreement from us to you is the net invoice value in all cases.

## 11. HANDLING COMPLAINTS

We treat any customer complaint very seriously. If you are unhappy about any aspect of the service we provide to you, please call us on 0345 299 3691 or email [info@cemg.media](mailto:info@cemg.media).

## 12. GENERAL PROVISIONS OF THIS AGREEMENT

If, at any time, we do not require you to comply with any part of the Agreement, this does not prevent us from asking you to do so at a later time. Furthermore, if any part of the Agreement is found to be invalid by a court of law or other competent body, the invalidity of that part shall not affect the rest of the Agreement. If either of us needs to send any notices or communications to the other regarding the Agreement, they must be sent in writing by prepaid registered post or recorded delivery. Any such communication to us

must be sent to our head office address which is currently [Willow House, 29 The Willows, Colchester, Essex, CO2 8PY]. Any such notice or communication to you shall be sent by us to the address specified in the Agreement. If you need to call us regarding the Agreement billing or the order you have placed with us, please note that we can only discuss elements of the Agreement with your representative who is person named on that agreement.

Any person who is not party to the Agreement has no right under the Agreement Act 1999 to enforce any part of the Agreement.

English law applies to the Agreement with us. You and we irrevocably agree that any disputes about the Agreement will be decided exclusively by the English courts.