

**TERMS AND CONDITIONS
OF SERVICES FOR PREMIUM MICRO SITE
(Landing Pages)**

1. Application

- 1.1 These Terms and Conditions shall apply to the provision of Services by the Supplier to the Customer.
- 1.2 In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Customer or otherwise), the former shall prevail unless expressly otherwise agreed by the Supplier in writing.

2. Definitions and Interpretation

- 2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means any day other than a Saturday, Sunday or bank holiday;
“Customer”	means any individual, firm or corporate body (which expression shall, where the context so admits, include its successors and assigns) which purchases services from the Supplier;
“Commencement Date”	means the commencement date for the agreement as set out in the Schedule;
“Credit Account”	means the Customer’s credit account, detailing Services provided and sums owing to the Supplier;
“Credit Account Terms and Conditions”	means the terms and conditions governing the Credit Account;
“Fees”	means the fees payable by the Customer under Clause 5 in accordance with the Terms of Payment;
“Services”	means the services to be provided by the Supplier to the Customer as set out in the Schedule;
“Supplier”	Means cantfindit.com; and
“Terms of Payment”	Means the terms of payment of Fees as set out in the Schedule.

- 2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- 2.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 2.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 2.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and any Schedules as amended or supplemented at the relevant time;
- 2.2.4 a Schedule is a schedule to these Terms and Conditions; and
- 2.2.5 A Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.
- 2.2.6 A “Party” or the “Parties” refer to the parties to these Terms and Conditions.
- 2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 2.4 Words imparting the singular number shall include the plural and vice versa.
- 2.5 References to any gender shall include the other gender.

3. The Services

- 3.1 With effect from the Commencement Date the Supplier shall, in consideration of the Fees being paid in accordance with the Terms of Payment, provide the Services to the Customer.
- 3.2 The Supplier will use reasonable care and skill to perform the Services.
- 3.3 The Supplier shall use all reasonable endeavours to complete its obligations under these Terms and Conditions, but time will not be of the essence in the performance of these obligations.

4. Credit Accounts

- 4.1 The Customer may apply for a Credit Account with the Supplier which shall enable the Customer to pay for the Services after their provision to the Customer, subject to these Terms and Conditions and to the Credit Account Terms and Conditions.
- 4.2 The Supplier shall assess the Customer's eligibility for a Credit Account taking action including, but not limited to, obtaining reports from credit reference agencies.
- 4.3 The Customer may purchase goods from the Supplier prior to the setting up of a Credit Account; however no credit shall be extended to the Customer by the Supplier unless and until the Credit Account has been set up.
- 4.4 The Credit Account shall be subject to a credit limit which shall not be exceeded, subject to any express written agreement to the contrary from the Supplier.
- 4.5 [The Supplier shall monitor and record the Customer's use of the Credit Account and their payment performance. Any and all records kept may be made available to credit referencing agencies who may, in turn, share that information with other businesses for the assessment of credit applications and in the prevention of fraud.]

5. Fees

- 5.1 The Customer agrees to pay the Fees in accordance with the Terms of Payment and the Credit Account Terms and Conditions.
- 5.2 In addition the Supplier shall be entitled to recover from the Customer his reasonable incidental expenses for materials used and for third party goods and services supplied in connection with the provision of the Services.
- 5.3 The Customer will pay the Supplier for any additional services provided by the Supplier that are not specified in the Schedule in accordance with the Supplier's then current, applicable daily rate in effect at the time of the performance or such other rate as may be agreed. Any charge for additional services will be supplemental to the amounts that may be due for expenses.
- 5.4 All sums payable by either Party pursuant to these Terms and Conditions are exclusive of any value added or other tax (except corporation tax) or other taxes on profit, for which that Party shall be additionally liable.

6. Payment

- 6.1 Payment shall be made in accordance with these Terms and Conditions and with the Credit Account Terms and Conditions (where relevant).
- 6.2 All payments required to be made pursuant to these Terms and Conditions by either Party shall be made within 14 days of the date of the relevant invoice in Pounds (£) in cleared funds to such bank in Devon (England) as the other Party may from time to time nominate, without any set-off, withholding or deduction except such amount (if any) of tax as that Party is required to deduct or withhold by law.
- 6.3 The time of payment shall be of the essence. If the Customer fails to make any payment on the due date then the Supplier shall, without prejudice to any right which the Supplier may have pursuant to any statutory provision in force from time to time, have the right to charge the Customer interest on a daily basis at an annual rate equal to the aggregate of 1.5% and the base rate of HSBC Bank from time to time on any sum due and not paid on the due date. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgement.
Should Cantfindit.com feel the need to hire the services of a debt collection company or a solicitor so as to recover a debt, then a fee of £500.00 + VAT will be charged to the Client over and above any interest which may be payable.
The full amount payable to cantfindit.com £950.00. 12 month contract.

6.4 If at any time the Supplier is not satisfied as to the creditworthiness of the Customer it may give notice in writing to the Customer that no further credit will be allowed to the Customer in which event no further Services shall be provided to the Customer other than against cash payment and notwithstanding sub-Clauses 6.2 and 6.3 of these Terms and Conditions, all amounts owing by the Customer to the Supplier shall be immediately payable in cash.

7. Variation and Amendments

7.1 If the Customer wishes to vary any details of the Schedule he must notify the Supplier in writing as soon as possible. The Supplier shall endeavour to make any required changes and any additional costs thereby incurred shall be invoiced to the Customer.

7.2 If, due to circumstances beyond the Supplier's control, it has to make any change in the arrangements relating to the provision of the Services it shall notify the Customer immediately. The Supplier shall endeavour to keep such changes to a minimum and shall seek to offer the Customer arrangements as close to the original as is reasonably possible in the circumstances.

8. Termination

8.1 The Supplier may terminate the agreement immediately if:

8.1.1 the Customer is in breach of any of his obligations hereunder;

8.1.2 the Customer has entered into liquidation (other than for the purposes of a bona fide amalgamation or reconstruction) whether compulsory or voluntarily or compounds with his creditors generally or has an administrator, administrative receiver or receiver appointed over all or a substantial part of his undertakings or assets;

8.1.3 the Customer has become bankrupt or shall be deemed unable to pay his debts by virtue of Section 123 of the Insolvency Act 1986;

8.1.4 the Customer ceases or threatens to cease to carry on business; or

8.1.5 Any circumstances whatsoever beyond the reasonable control of the Supplier (including but not limited to the termination of the service through no fault of the Supplier) arise that necessitate for whatever reason the termination of the provision of services.

8.2 In the event of termination under sub-Clause 8.1 the Supplier shall retain any sums already paid to it by the Customer without prejudice to any other rights the Supplier may have whether at law or otherwise.

9. Sub-Contracting

Either Party may [not] sub-contract the performance of any of its obligations under these Terms and Conditions without the prior written consent of the other Party. Where either Party sub-contracts the performance of any of its obligations under these Terms and Conditions to any person with the prior consent of the other Party, that Party shall [not] be responsible for every act or omission of the sub-contractor as if it were an act or omission of the Party itself.

10. Liability and Indemnity

10.1 Except in respect of death or personal injury caused by the Supplier's negligence, the Supplier will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Supplier's servants or agents or otherwise) in connection with the performance of its obligations under these Terms and Conditions or with the use by the Customer of the Services supplied.

10.2 The Customer shall indemnify the Supplier against all damages, costs, claims and expenses suffered by the Supplier arising from loss or damage to any equipment (including that of third parties) caused by the Customer, or his agents or employees.

10.3 The Supplier shall not be liable to the Customer or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if the delay or failure was due to any cause beyond the Supplier's reasonable control.

11. Force Majeure

Neither the Customer nor the Supplier shall be liable for any failure or delay in performing their obligations under

these Terms and Conditions where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

12. Waiver

12.1 No waiver by the Supplier of any breach of these Terms and Conditions by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision. A waiver of any term, provision or condition of these Terms and Conditions shall be effective only if given in writing and signed by the waiving Party and then only in the instance and for the purpose for which the waiver is given.

12.2 No failure or delay on the part of any Party in exercising any right, power or privilege under these Terms and Conditions shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude, any other or further exercise of any other right, power or privilege.

13. Severance

The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

14. Copyright

The Supplier reserves all copyright and any other rights (if any) which may subsist in the products of, or in connection with, the provision of the Services or facilities. The Supplier reserves the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright.

15. Notices

15.1 All notices under these Terms and Conditions shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

15.2 Notices shall be deemed to have been duly given:

15.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

15.2.2 when sent, if transmitted by fax or e-mail and a successful transmission report or return receipt is generated; or

15.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

15.2.4 On the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

15.3 Service of any document for the purposes of any legal proceedings concerning or arising out of these Terms and Conditions shall be effected by either Party by causing such document to be delivered to the other Party at its registered or principal office, or to such other address as may be notified to one Party by the other Party in writing from time to time.

16. Law and Jurisdiction

16.1 These Terms and Conditions (including any non-contractual matters and obligations arising there from or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

16.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions (including any non-contractual matters and obligations arising there from or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

