

Core Business Network Ltd - Terms and Conditions

N.B. Use of the service shall be deemed constitutional acceptance of these terms and conditions

1.0 Interpretation

1.1 In these Conditions:

'CLIENT' means the person for whom the Supplier has agreed to provide the Specified Service in accordance with these Conditions

'CONTRACT' means the contract for the provision of the Specified Service

'DOCUMENT' includes, in addition to a document in writing, any map, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disc, tape or other device embodying any other data

'INPUT MATERIAL' means any Documents or other materials, and any data or other information provided by the Client relating to the Specified Service

'OUTPUT MATERIAL' means any Documents or other materials, and any data or other information provided by the Supplier relating to the Specified Service

'PERSONAL ASSISTANT' means the person described further in the schedule

'SPECIFICATION SHEET' means the sheet to which these Conditions are appended

'SPECIFIED SERVICE' means the service to be provided by the Supplier for the Client and referred to in the literature

'SUPPLIER' means CORE BUSINESS NETWORK LIMITED Registered number 4220706 whose registered office is at 5 Flag Business Exchange, Peterborough, PE1 5TX

'SUPPLIER'S STANDARD CHARGES' means the charges shown in the Supplier's brochure, web site and/or other published literature relating to the Specified Service from time to time

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2.0 Supply of the Specified Service

2.1 The Supplier shall provide the Specified Service to the Client subject to these Conditions. Any changes or additions to the Specified Service or these Conditions will be notified to the client in writing giving at least 30 days' notice.

2.2 The Client shall at its own expense supply the Supplier with all necessary Documents or other materials, and all necessary data or other information relating to the Specified Service, within sufficient time to enable the Supplier to provide the Specified Service in accordance with the Contract. The Client shall ensure the accuracy of all Input Material.

2.3 The Client shall at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage. The Supplier shall have no liability for any such loss or damage, however caused. All Output Material shall be at the sole risk of the Client from the time of delivery to the Client.

2.4 The Specified Service shall be provided in accordance with the Specification Sheet and otherwise in accordance with the Supplier's current brochure and/or other published literature relating to the Specified Service from time to time, subject to these Conditions.

2.5 Further details about the Specified Service and advice or recommendations about its provision or utilisation, which are not given in the Supplier's brochure or other promotional literature, may be made available on written request.

2.6 The Supplier may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Specified Service without any liability to the Client.

2.7 The Supplier may at any time without notifying the Client make any changes to the Specified Service which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Specified Service.

3.0 Charges

3.1 Subject to any special terms agreed, the Client shall pay the Supplier's Standard Charges and any additional sums which are agreed between the Supplier and the Client for the provision of the Specified Service or which, in the Supplier's sole discretion, are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Client.

3.2 The Supplier shall be entitled to vary the Supplier's Standard Charges from time to time by giving not less than one month's written notice to the Client.

3.3 All charges quoted to the Client for the provision of the Specified Service are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate from time to time.

3.4 The Membership Fee is payable annually in advance, with the first payment becoming due on the first day that the Service is made available to the Client (even if this is at the beginning of any promotional free period).

3.5 Subscription services – the Supplier will issue subscription invoices monthly in advance to cover standing order payments received during the month.

3.5.1 The Supplier shall be entitled to invoice the Client for the Additional Charges following the end of each month in which the Specified Service is provided, or at other times agreed with the Client.

3.5.2 The Supplier's Additional charges shall be paid by the client (together with any applicable Value Added Tax, and without any set-off or deduction) within 14 days of the date of the Supplier's invoice or by the due date shown on the invoice.

3.6 Invoices are issued monthly (together with any applicable Value Added Tax, and without any set-off or deduction) and credit cards are debited not less than five working days later on any and all outstanding amounts.

3.7 The supplier reserves the right to treat all sales calls, wrong numbers and hang-ups as valid calls in.

3.8 Sales Lead Generation service – Payment is required in advance of commencement of any Sales Lead Generation project. Invoices are issued in advance (together with any applicable Value Added Tax, and without any off-set or deduction).

3.9 Credit Card Payment – Payments taken on behalf of clients in any one month will be paid to the client not more than 21 days into the following month, less the applicable service fees and subject to prompt payment of all other invoices relating to that Client.

3.10 If payment is not made on the due date, the Supplier shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 4% above the base rate from time to time of HSBC Bank plc from the due date until the outstanding amount is paid in full.

3.11 If payment is not made on the due date, the Supplier shall be entitled, without limiting any other rights it may have, to suspend service provision without notice, until payment is made in full.

4.0 Personal Assistant

4.1 The Supplier will use its reasonable endeavours to ensure the Personal Assistant provided as part of the Specified Service be aware of the Client's business requirements.

4.2 The Client acknowledges that from time to time the Supplier will be required to allocate a new Personal Assistant and the Supplier will notify the Client when this occurs.

4.3 The Client warrants that neither it nor any of its employees will solicit or attempt to entice away from the Supplier any of the Supplier's employees.

5.0 Rights in Input Material and Output Material

5.1 The property and any copyright or other intellectual property rights in:

5.1.1 Any Input Material shall belong to the Client.

5.1.2 Any Output Material shall, unless otherwise agreed in writing between the Client and the Supplier, belong to the Supplier, subject only to the right of the Client to use the Output Material for the purposes of utilising the Specified Service.

5.2 Any Input Material or other information provided by the Client which is so designated by the Client and any Output Material shall be kept confidential by the Supplier, and all Output Material or other information provided by the Supplier which is so designated by the Supplier shall be kept confidential by the Client; but the foregoing shall not apply to any Documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.

5.3 The Client warrants that any Input Material and its use by the Supplier for the purpose of providing the Specified Service will not infringe the copyright or other rights of any third party, and the Client shall indemnify the Supplier against any loss, damages, costs, expenses or other claims arising from any such infringement.

5.4 Subject to paragraph 5.3, the Supplier warrants that any Output Material and its use by the Client for the purposes of utilising the Specified Service will not infringe the copyright or other rights of any third party, and the Supplier shall indemnify the Client against any loss, damages, costs, expenses or other claims arising from any such infringement.

6.0 Warranties and Liability

6.1 The Supplier warrants to the Client that the Specified Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Specification and at the intervals and within the times referred to in the Specification Sheet. Where the Supplier supplies in connection with the provision of the Specified Service any goods (including Output Material) supplied by a third party, the Supplier does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Supplier.

6.2 The Supplier shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

6.3 Except in respect of death or personal injury caused by the Supplier's negligence, or as expressly provided in these Conditions, the Supplier shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Supplier, its servants or agents or otherwise) which arise out of or in connection with the provision of the Specified Service or their use by the Client, and the entire liability of the Supplier under or in connection with the Contract shall not exceed the amount of the Supplier's charges for the provision of the Specified Service, except as expressly provided in these Conditions.

6.4 The Supplier shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Specified Service, if the delay or failure was due to any cause beyond the Supplier's reasonable control.

7.0 Termination

7.1 The Client shall be entitled to terminate the Contract at any time by giving not less than one month's written notice to the Supplier.

7.2 The Supplier reserves the right to terminate the Contract without notice in its absolute discretion and if in particular it does not consider the Client's business to be of a legal or morally sound nature.

7.3 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.

8.0 General

8.1 These Conditions constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

8.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

8.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

8.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

8.5 Any dispute arising under or in connection with these Conditions or the provision of the Specified Service shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of The Law Society in accordance with the rules of The Law Society.

8.6 English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

9.0 The Schedule

Personal Assistant means the person employed by the Supplier who will be available to the Client for the Purposes of:-

- i) receiving and making telephone calls
- ii) answering questions about Client's business
- iii) taking and passing messages
- iv) diary management
- v) making business arrangements
- vi) sending letters, quotes and invoices
- vii) preparing presentations and documentation
- viii) additional administration work as requested by the client and agreed by the supplier

10.0 Specification Sheet

The Supplier agrees to provide the Client with a Personal Assistant between the hours of 8.30am and 6.00pm Monday to Friday (save for bank holidays and other public holidays).

The Client shall receive the benefits of the Service as published by the Supplier and notified in writing from time to time.

11.0 Mailing Address Facility

Your PA will receive your post and action any mail, as you require. For your own protection, this facility is subject to the Supplier's discretion, a Client's application and completion of a standing order form.