

## Terms and Conditions

### 1. DEFINITIONS

- 1.1 "The Company" means JWS Telemarketing Limited.
- 1.2 "The Customer" means the person or company named as such on the Quotation/Order Confirmation or contract.
- 1.3 "The Services" means the services set out in the Quotation/Order Confirmation or contract.
- 1.4 "The Contract" means the contract between the company and the customer to perform the services to which these terms and conditions apply.
- 1.5 "The Quotation" means the quotation/order confirmation given to the customer in respect of the supply of the services upon which are endorsed these terms and conditions of trading.

### 2. QUOTATIONS, CREATION OF AND TERMS OF CONTRACT

- 2.1 All quotations made by the company to the customer will be deemed to be subject to these terms and conditions of trading.
- 2.2 The company reserves the right to refuse any order or contract without prior notice.
- 2.3 All quotations made by the company to the customer shall be valid for thirty days from date of issue.
- 2.4 All quotations are subject to VAT at the prevailing rate on the date of invoicing.
- 2.5 While every effort will be taken to inform the customer in advance, the company reserves the right to increase the price quoted for a service if the costs increase between the date of issue of the quotation and date of issue of the invoice.
- 2.6 A contract on these terms shall be created between the company and the customer upon receipt of the signed quotation/order confirmation by the company from the customer by a means acceptable to the company or a request from the customer to the company, by any acceptable means, to begin processing.
- 2.7 It shall be taken that by sending data to the company the customer is accepting in full the company's terms and conditions of trading.
- 2.8 The contract represents the entire agreement between the parties in relation to the services provided and supersedes all previous written or oral communications.

### 3. THE COMPANY'S OBLIGATIONS

In consideration of the customer paying sums due to the company under the contract the company will:

- 3.1 Perform the service(s) specified in the quotation on the input provided.
- 3.2 Send the output and carry out the customer's instructions regarding input provided.

### 4. THE CUSTOMER'S OBLIGATIONS

- 4.1 The customer, where agreed, shall provide the company with input data in a format and by a means acceptable to the company. If the customer fails to do this the company may, at its own discretion correct the data at its own expense or (subject to prior notification to the customer) at the customer's expense.
- 4.2 The customer shall clearly define any instruction with regard to the processing of the input.

### 5. COPYRIGHT, DATA PROTECTION AND CONFIDENTIALITY

- 5.1 The customer must not use the data for any unlawful purpose or any purpose likely to bring the company or its suppliers into disrepute.
- 5.2 The customer agrees to abide by the Telephone Preference Service scheme, which enables businesses to comply with the Data Protection (direct marketing) Telecommunications regulation or any such regulations which may replace them.
- 5.3 Storage of the data by the customer must comply with the Data Protection Act.
- 5.4 All marketing or telemarketing data supplied to the customer is supplied on a single use basis unless otherwise agreed in writing.
- 5.5 The customer must not disclose copy or distribute to any third party any portion of the data supplied by the company and will only use the data for their own internal purposes.
- 5.6 Each party will keep confidential all information or lists belonging to the other party and will not disclose it to any third party unless instructed to do so in writing by the other party.

### 6. LIABILITY

- 6.1 The company will carry out the services with reasonable skill and care.

6.2 The company's liability to the customer for any breach of this contract, negligence, misrepresentation or otherwise shall be limited to the monthly invoice value payable by the customer under this contract. In no circumstances shall the company be responsible for any consequential loss, however incurred, including without limitation loss of profit, business or anticipated saving.

6.3 For any changes, agreed by the customer, outside of the signed specification, the company reserves the right to change any agreed schedules and charges agreed under the contract.

6.4 Whilst every effort is made to ensure the accuracy of the data, the company cannot, in any circumstance, accept liability for any loss, inconvenience or damage (including loss of profits) occasioned by any error in the data.

6.5 The company cannot accept liability for any loss, inconvenience or damage (including loss of profits) occasioned by any error in the data resulting from inaccurate data provided by our business partners.

## **7. CARRIAGE, DELIVERY AND INSURANCE**

7.1 The customer is responsible for the delivery of the input to and for the collection of the output from the company's premises. Transport arranged by the company on the customer's behalf shall be at the customer's risk. Proof of sending does not constitute proof of receipt.

7.2 Unless otherwise agreed, while in the possession of the company, all input and output materials shall be deemed to be held at the customer's own risk. The customer should arrange insurance cover accordingly.

7.3 In the absence of a written agreement to the contrary, any delivery date quoted is an estimate only. All time scales quoted shall commence on completion of receipt of data and complete once output data commences transmission. The company shall not be liable for any loss resulting from delay in delivery however caused.

7.4 Without prejudice to these terms and conditions of trading, the company will accept no liability for failing to meet delivery dates quoted, where the input has not been delivered to the company in sufficient time or does not conform to the requirements of the contract or if the company is prevented from processing the input by circumstances beyond its reasonable control including but not restricted to restrictions on the supply of energy, national emergencies, strikes, lockouts, trade disputes, fires, machinery or equipment breakdowns or staff shortages.

7.5 Customer data can be made available in the following formats - hard copy, CD, floppy disk or email. All data received by the company will be subjected to virus checking prior to the start of any project. Whilst the latest auto-updated anti-virus technology is installed at the company's premises, the company will not be held responsible for data infection by virus from any source whether originated at source or in transit upon return to the customer. Data loss or corruption is not the responsibility of the company.

7.6 The company has the facility to work live in real time on-line on the customer's data. It is the responsibility of the company and the customer to ensure firewall and virus protection is in position.

7.7 Sound files can be made available upon request, and are subject to strict regulation within the rules of the Data Protection Act 1998.

## **8. GENERAL CONTRACT TERMS, PAYMENT AND TERMINATION**

8.1 No variance of these terms and conditions of trading shall be binding on the company unless in writing and signed by the customer and a director of the company.

8.2 Any service provided by the company to the customer in excess of that specified in the quotation shall be subject to additional charge and will be performed as soon as reasonably practical.

8.3 Credit Terms may be offered (subject to satisfactory references). Invoices are raised on the first Friday of campaigns. Payment terms are strictly 14 days from the date of invoice. Automatic account hold will be applied on the last day of the month to all accounts with overdue balances. In the event of credit terms being abused, credit facilities may be withdrawn at the discretion of the company without notice.

8.4 The company reserve the right to charge interest on overdue accounts at the rate of 3% per calendar month from the due date of payment to the receipt of payment.

8.5 Where certain projects are undertaken, a set up fee may be required in advance to cover any setting up costs which may be incurred prior to commencement of the project.

8.6 In the event of any breach of the terms of this contract by either party which, if a breach is capable of rectification, is not rectified for a period of 30 days after written notification, then the injured party may (without prejudice to any other remedy or right of action it may have) forthwith terminate the contract by written notice to the guilty party.

8.7 In the event of either party being wound up, or have a receiver or administrator appointed over any of its assets who remains in possession of those assets for more than 14 days, the other party may (without prejudice to any other remedy or right of action it may have) forthwith terminate the contract by written notice to the other party.

8.8 A termination period of 60 days after receipt of written notification is required at the end of the agreed contract term. Until this is received the contract will continue to be charged at the same rate stated on the contract.

8.9 All aspects of this contract shall be governed by English law.