

## Get Marketed

### Terms of Business

#### 1. DEFINITIONS

- 1.1 This agreement is entered into between Get Marketed.com Limited along with Get Marketed Limited (hereinafter referred to as "company") and the purchaser of services or goods from the "company" (hereinafter referred to as "Client").
- 1.2 These terms apply to all Get Marketed clients from the first point of financial contact.

#### 2. PRICE

- 2.1 All prices quoted exclude VAT which will be charged at the rate at the time of invoice.
- 2.2 All quotations lapse after 30 days (unless otherwise stated or agreed).
- 2.3 All prices quoted are illustrative estimates only and the price charged will be the current and correct price at time of invoice.
- 2.4 The company reserves the right to alter the price to reflect any changes in costs to supply their service.

#### 3. DELIVERY OF WORK

- 3.1 Work will commence upon receipt of an official purchase order or form of payment (cleared funds) or part payment of the supplied invoice.

#### 4. PAYMENT TERMS

- 4.1 The company accept all major credit / debit cards (excluding American Express) Cheque, Cash & BACs Transfers.
- 4.2 The company reserves the right to charge a late payment fee should any invoice exceed its terms which is in full support of the "Better Payment Practice Campaign" governed by the 'Late Payment of Commercial Debts Regulations 2002'.
- 4.3 Late payments may also incur interest charges at the current rate governed by the 'Late Payment of Commercial Debts (interest) Act 1998'.
- 4.4 Failure to pay according to the payment schedule may result in suspension of the provided service.
- 4.5 Should the client have an approved credit account, the company reserve the right to reduce it's limit or to bring forward the due date for payment and may do so without notice, the client does not have the right to set off any money that may be claimed from the company against anything that may be outstanding.
- 4.6 The company reserves the right to take legal proceedings to recover the cost of the services supplied should payment not be received.
- 4.7 The company may claim a fixed sum of compensation to cover credit control overhead costs.
- 4.8 The company may recover the costs of taking legal action against the client.
- 4.9 Whilst the Client owes the Company money the right is reserved by the company to retain the goods/services until payment has been made in full (*a lien* - failure to meet obligation).

#### 5. DISPUTES

- 5.1 Any queries which refer to the supplied invoice must be made in writing no later than 10 (ten) working days from the invoice date.
- 5.2 Failure to dispute within this time period will be marked as acceptance and the client will be liable for the full invoice amount.

#### 6. VARIATIONS

- 6.1 Any waiver or variation of these terms is binding in honour only unless;
  - 6.1.1 Made (or recorded) in writing;
  - 6.1.2 Signed on behalf of each party; and
  - 6.2.3 Expressly stating an intention to vary these terms.
- 6.2 All orders that are placed by clients will be on these terms (or any that may be issued on both parties to replace them).

#### 7. FORCE MAJEURE

- 7.1 Should the company be unable to perform their obligations to the client or able to perform them at an unreasonable cost because of uncontrollable circumstances. The company may cancel or suspend any obligations without liability.
- 7.2 Examples of such circumstances include acts of God, accidents, and explosion, war, fire, flood, transport delays, strikes and other industrial disputes and difficulties obtaining supplies.

#### 8. JURISDICTION / APPLICABLE LAW

- 8.1 English law is applicable to any contract made under these terms. The English and Welsh courts have non-exclusive jurisdiction.
- 8.2 If the client is more than one person, each person is liable for all of your obligations under these terms (*joint and several liability*).
- 8.3 If any of these terms are unenforceable as drafted:
  - 8.3.1 It will not affect the enforceability if any other of these terms; and
  - 8.3.2 If it would be enforceable if amended, it will be treated as so amended.
- 8.4 We may treat you as insolvent if;
  - 8.4.1 You are unable to pay your debts as they fall due; or
  - 8.4.2 You (or any item of your property) become the subject of:
    - a) Any formal insolvency procedure (examples of which include receivership, liquidation, administration or bankruptcy).
    - b) Any application or proposal for any formal insolvency procedure; or
    - c) Any application, procedure or proposal overseas with similar effect or purpose.

#### 9. LIABILITY

- 9.1 The company are not liable for any other loss or damage (including indirect or consequential loss, financial loss, loss of profits or loss of use) arising from the contract or the supply of goods of their use, even if the company is proven to be negligent.
- 9.2 The companies' total liability to the client (from one single cause) for damage to property caused by the companies' negligence is limited to the companies' current insurance policy.

#### 10. CANCELLATION

- 10.1 If the order is cancelled (for any reason) the client is to pay the company in full for all finished or unfinished work which the company may then hold for the duration of the completed order. In the event of a cancellation Get Marketed reserve their intellectual property rights and may request their removal.
- 10.2 The company may suspend or cancel the order of the client by written notice if;
  - 10.2.1 The client should fail to pay the company any due money;
  - 10.2.2 The client becomes insolvent;
  - 10.2.3 The client fails to honour their obligation under these terms.
- 10.3 The client may not cancel, unless the company agrees and in which case this must be in writing. Clause 10.1 still applies.

Cheques made payable to: GET MARKETED