



Date: 1st August 2015.

Terms & Conditions

TERMS AND CONDITIONS OF BUSINESS

These terms and conditions (“Terms and Conditions”) are effective from the 1st August 2015 and shall apply to services (“Services”) provided by Projects Marketing Ltd of Facet Road, Kings Norton, Birmingham B38 9BT (“Projects”) to clients and all or any subsidiary companies of a client (“Client”). Projects contracts only upon these Terms and Conditions and all previously issued Terms and Conditions are superseded by those contained herein. These Terms and Conditions shall not be modified without the written consent of Projects and in order to ensure that the contract between Projects and Client shall be a complete statement of the agreement between the parties with regard to the provision of Services by Projects, Client must ensure that any representation of instruction on which it wishes to rely has been accepted by Projects in writing.

Fees and Payment Terms

Projects shall be entitled to charge a fee for any Services provided to a Client in accordance with the fee quoted by Projects for the Services. Value added tax (“VAT”) shall be added to each invoice as appropriate. Unless otherwise agreed in writing, an invoice to cover the charges for the campaign costs will be presented at the end of the campaign. For campaigns longer than 10 working days a monthly invoice will be presented at the end of each month for the campaign time delivered during that month.

All invoices must be paid within 30 days of the date of the invoice. Time shall be the essence for payment of all invoices issued under these Terms and Conditions.

Without prejudice to any other right or remedy that it may have, if the Client fails to pay Projects on the due date for payment, Projects may:

a) Charge late payment charges which shall be calculated in accordance with The Late Payment of Commercial Debts (Interest) Act, 1998 (as amended) from the date payment was originally due until the date of actual payment;

b) charge an administration fee for any late payment notices which it sends to the Client in the event of late payment. Projects also reserves the right to cancel any discount that it may have offered to the Client, to alter the payment terms and/or to suspend or cancel future Services in the case of late payment; and

c) instruct a debt collection agency or law firm to collect its payment (including any interest and/or late payment charges) on its behalf. In such circumstances the Client will be liable to pay an additional sum to Projects which will not exceed the reasonable costs that it may have to pay the debt collection agency or law firm, who will add the sum to the Client's outstanding debt on Project's behalf.

All sums payable to Projects under these Terms and Conditions shall become due immediately on its termination, despite any other provision. This condition is without prejudice to any right to claim for interest under the law, or any such right under these Terms and Conditions.

Projects may, without prejudice to any other rights it may have, set off any liability of the Client to Projects against any liability of Projects to the Client.

The Client shall not be entitled to withhold payment of any amount by reason of credit, set off, counter claim, allegation of deficiency of service or for any other reason whatsoever which a Client may allege excused it from performing its obligations under these Terms and Conditions.

Projects Employees

Projects employees will work on a campaign for the dedicated time allocation agreed with a Client prior to the commencement of a campaign.

As key assets of the business, the Client shall not during the period during which Projects provides its Services and for a period of 12 months thereafter solicit or attempt to solicit either directly or indirectly through a third party or otherwise any

employee, sub-contractor, representative or agent of the other party where such person was directly involved in the provision of the Services. "Solicit" in this context shall not include general solicitations such as advertisements in newspapers, trade publications or on the internet.

In the event of a breach of this term and as a measure of its damages, Projects shall be entitled to charge the Client a fee equivalent to the revenue of two months full time contract work. For the avoidance of doubt, at current charges, this would equate to £7000 plus Vat.

Computer Systems

Projects will not be held liable for any damage caused to the computer system of the Client, as a result of using CRM Software, Remote Access Facilities or any other software or equipment which Projects may access as necessary for the performance of the Services. Additionally Projects will not be liable for any third party access to the Clients computer.

Campaign Cancellations

Upon agreement of the campaign start date, the campaign delivery team will have their time assigned to the campaign.

If a campaign is cancelled or postponed within 5 days of the start date, Projects reserves the right to charge a cancellation fee equivalent to 5 days of the campaign costs. Should Projects be unable to deliver the campaign on the agreed date due to illness or absenteeism or for circumstances beyond its control, Projects will use its reasonable endeavours to provide a replacement team member(s) as soon as possible. If the circumstances prevent this from happening the campaign will commence or recommence at the earliest possible date.

Data Ownership

Any data provided by the Client to Projects must be legally owned, or have a current usage licence in place at the time of the campaign. It is important to ensure that any relevant licence covers telemarketing campaigns. It is the responsibility of the Client to ensure that all data provided does not breach any licencing, ownership or Telephone Preference Service rules or regulations.

Projects must be informed if the data is being used under a third party licence or rental agreement, and the details of this must be provided prior to the campaign start.

Any fees, fines or charges that accrue as a result of data issues will be the responsibility of the Client and Projects will not be held liable for any resulting action.

The data will remain the property of the Client and will not be offered for sale or reward by Projects or any associated businesses. In the event of non payment of invoices, Projects reserves the right to offer the database information for sale to recover costs incurred to Projects. Non payment is defined as not receiving cleared funds within 60 days of the invoice date.

Telephone Preference Service

All data supplied by a Client including customer telephone details belong to the Client and it is the Clients' responsibility to ensure it complies with the Privacy and Electronic Communications (EC Directive) Regulations 2003 ("Regulations"). The Client warrants that prior to it providing Projects with a list of customer telephone numbers it has, within the 7 day period immediately prior, checked these numbers against the Telephone Preference Service ("TPS") and also against its own "do not call" list of numbers and removed those numbers which are listed on the TPS and its own register.

The Client hereby indemnifies Projects against any cost, losses, damages or liability that it may incur as a result of a breach by the Client of the Regulations.

VAT

All fees and charges stated in terms hereof are exclusive of Value Added Tax which will be added, where applicable, to invoice(s) at the appropriate rate.

Termination

In the case of ongoing campaigns termination of the contract (excepting the conditions below) will require a written three-month notice period from the Client. Throughout the notice period all payments will continue to be made to Projects in line with these Terms and Conditions.

Either party may terminate this contract immediately by giving written notice to the other party if:-

a)that other party commits any material breach of any of the provisions of these Terms and Conditions and in the case of a breach capable of remedy fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or

b)an encumbrancer takes possession of, or is appointed over, any of the property or assets of that other party; or

c)that other party makes any voluntary arrangements with its creditors or a receiver is appointed or becomes subject to an administration order; or

d)that other party goes into liquidation (except for purposes of amalgamation or reconstruction in such manner that the body resulting from such reconstruction or amalgamation effectively agrees to be bound by or assume the obligations imposed on such other party under these Terms and Conditions); or

e)that other party becomes bankrupt; or

f)anything analogous to anything contained in (a) to (e) above under the law of any jurisdiction occurs in relation to that other party; or

g)that other party ceases, or threatens to cease, to carry on business.

Projects may terminate the Services and this agreement immediately on written notice to the Client in the event that the Client fails to pay the fees by the due date.

The termination of the contract in terms hereof is without prejudice to the whole rights, obligations and liabilities of either party accrued prior to termination.

Limitation of Liability and Indemnity

Projects entire liability to the Client for all claims in the aggregate arising from the performance of the Services or otherwise under these Terms and Conditions shall be limited to the amount of any actual direct damages up to the amount equal to twelve months fees paid by the Client under these Terms and Conditions. Projects does not offer any warranty in relation to the suitability or otherwise of the Services. In no circumstances will Projects accept liability for loss of or damage to data, special,

incidental or indirect damages or for any economic consequential damages or lost profits, business, revenue, goodwill or anticipated savings. We do not accept any liability for interruption to business or damage to or loss of information however that interruption, damage or loss is caused. Projects cannot be held liable for any damage caused to the systems of the Client including any loss of data or damage caused by a virus as a result of Projects access to the Client's systems in the course of performing the Services.

Projects shall not be held liable for any failure or delay in performing the Services where such failure arises as a result of a circumstance or event beyond our reasonable control. For the avoidance of doubt, Projects shall not be held liable for any costs, losses, damages or expenses that may be incurred by the Customer as a result of any changes, delays or failure in performance of web hosting providers, social media network providers or other telecommunication providers.

Projects shall not be held liable for any misrepresentations other than fraudulent misrepresentations.

Nothing in these Terms and Conditions affects any statutory rights of consumers or limits the liability of either party for death or personal injury caused by that party which cannot be waived or limited by contract.

Projects places reliance on information and the telephone lists provided by the Client in order to perform the Services and the Client agrees to promptly and fully to indemnify Projects and keep it indemnified and hold it harmless against any and all expenses, damages, liability, claims and losses of any kind (including reasonable legal fees and costs) incurred by it in connection with any claims actual or threatened, of any kind (including, without limitation, any claim of trademark or copyright infringement, libel, defamation, breach of confidentiality, breach of any statutory or regulatory duty including breach of the Regulations, false or misleading advertising or sales practices) arising from any material supplied by the Client or as a result of any breach or non-performance of any of the representations, warranties or other terms contained in these Terms and Conditions or implied by law and the indemnity may, without limitation, be claimed as a debt or liquidated demand. The Client hereby warrants that it has sufficient funds and insurance to satisfy any indemnities given by it in these Terms and Conditions.

General

Projects may assign, novate or subcontract any part or parts of these Terms and Conditions or the Services that it provides without the requirement to obtain the consent of the Client.

These Terms and Conditions shall constitute the entire agreement between the parties for the provision of the Services. No other terms, statements representations or promises whether expressed or implied shall form part of these Terms and Conditions. In the event of any conflict between these Terms and Conditions and any other document these Terms and Conditions shall prevail.

If any term or condition of these Terms and Conditions shall be deemed invalid, illegal or unenforceable, the parties hereby agree that such term or condition shall be deemed to be deleted and the remainder of these Terms and Conditions shall continue in force without such term or condition.

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. The parties hereto submit to the exclusive jurisdiction of the courts of England and Wales.

No delay or failure on the part of either party to enforce its rights or remedies under these Terms and Conditions shall constitute a waiver on its part of such rights or remedies unless such waiver is confirmed in writing.

Any notice or other information required or authorised by these Terms and Conditions to be given by either party to the other may be given by hand, by email to the email address provided by the other party or sent by first class pre-paid post to the other party at the registered office address of that party.

The parties agree that the Contracts (Rights of Third Parties) Act 1999 does not apply to this agreement and nothing in the Terms and Conditions shall be deemed to confer any benefit or right on any person or entity other than the parties to this agreement.