

## **Terms and Conditions of Service**

### **1. Parties**

1.1 This agreement is between Premium Solutions UK Ltd (here after called the "Company") and the "Client"(this refers to you, the client of Premium Solutions UK Ltd).

### **2. Definitions**

2.1 "Company" refers to Premium Solutions UK Ltd.

2.2 "Client" refers to you the client of Premium Solutions UK Ltd.

2.3 "End User" refers to the users of the service, ie the Clients customer.

2.4 "Force Majeure" means in relation to either party any circumstances beyond reasonable control of that party which substantially effects that parties ability to perform any of its obligations under the agreement (other than obligations to make payment for amounts correctly invoiced).

2.5 "Lead Order" means the variables that the Client has specified for lead delivery. Variables include but are not limited to Lead Type, Nominated Post Codes and End User Credentials. The Client may place multiple Lead Orders to fulfill their overall requirements.

2.6 "Lead Type" means the specific category of leads within the Clients industry or business type.

2.7 "Monthly Quota" means the number of leads that the Client would ideally like to receive in any given month.

2.8 "Nominated Postcodes" means the chosen set of Postcodes for a Lead Order.

2.9 "Postcodes" means the alphabetic Postcode prefix, e.g. EC3V, LA14, S10

2.10 "SMS" (Short Message Service) means a text message received using amobile telephone.

2.11 "Web System" means the secure, web-based interface that the Client has access to using their allocated username and password.

2.12 "Business Type" means the general category of leads for a Lead Order e.g. Driving Schools.

### **3. Payments**

3.1 The Client may make online payments to their account or pay via credit or debit card over the telephone direct to Premium Solutions UK Ltd.

3.2 The Company shall be entitled to terminate this agreement and close the account immediately in the event that the Client has not purchased a lead for more than three (3) months or if any End User complaints are received in relation to the Client.

### **4. Lead Returns**

4.1 Any lead with one or more of the following problems may be returned.

- 4.2 The lead does not meet the Lead Order specified by the client.
- 4.3 The Client is unable to contact the End User due to incorrect contact details.
- 4.4 The End User has never submitted an enquiry with regard to the Business Type.
- 4.5 The End User does not follow through with the enquiry and does not inform the Client.
- 4.6 The Client must notify the Company of any Lead Returns within 4 days from receiving the lead. Returns after this time shall not be accepted.
- 4.7 The Company has the right to validate any returned lead is as per 4.2 to 4.5. If the returned lead does not fit within 4.2 to 4.5 then the Company shall be under no obligation to credit the Client's account. If the lead has been returned for reasons within 4.2 to 4.5 the company will credit the Clients account with the price of the lead.
- 4.8 If the Company is able to contact the End User and validate a continued interest then the Company may return the lead to the Client with any items in 4.2 to 4.5 being corrected.
- 4.9 If the lead is rejected due to 4.2 then the Company is allowed to provide the lead to another Client.
- 4.10 Any Client found abusing or attempting to abuse this lead return policy will risk immediate termination of their account and refunds may not be given.

## **5. Client Obligations**

- 5.1 The Client shall be regulated by the appropriate regulatory authority (e.g. FSA, DSA) where applicable and shall notify the Company within 7 days if the details of their regulation change.
- 5.2 Take responsibility for the security of their allocated username and password.
- 5.3 Provide the service to the End User as agreed.
- 5.4 The Client recognises that it is illegal for the company to discriminate against the Client, the Company or the Company's Workforce because of Race, Colour, Religion, National Origin, Age, Sex or Sexual Preferences.
- 5.5 Give authority for the Company to act on its behalf to supply the lead types and amounts and allow the Company to advise the End User of the Clients name and contact details.
- 5.6 The Client agrees that the price of each lead shall be paid in advance of the receiving End User information.
- 5.7 The client shall endeavour to attempt to contact each End User within 24 hours of receipt of the lead.
- 5.8 The Client gives the Company authority to source leads from any and every source available.

## **6. The Company's Obligations**

6.1 The Company shall advise the Client of the End Users name and contact information via e-mail or telephone.

6.2 The Company shall give the Client 7 days notice of any lead price changes by e-mail or telephone.

6.3 The Company shall endeavour to deliver leads to the Client as quickly as possible according to the current lead orders.

## **7. Limitation of Liability**

7.1 The Company shall not be liable to the Client or any third party, whether in contract, tort (including negligence) or otherwise for any loss of revenue, business, anticipated savings or goodwill, whether direct or indirect.

7.2 Under this agreement all parties agree that none shall be liable to any other party for loss of income, consequential loss, special or indirect losses or the following losses whether direct or indirect: loss of revenue, economic loss, loss of profits, loss of contract, loss of anticipated income, loss of goodwill, loss of data whether or not arising under contract, statute or tort or other legal or equitable theory or otherwise. This clause shall not limit the Clients liability under clause 7.3 below.

7.3 The Company shall not be liable for any consequences arising from the Client failure to comply with 5.1. The Client shall fully indemnify the Company for any liability, cost, penalties or fines that the Company may incur as a result of the Client failure to comply with clause 5.1.

## **8. Force Majeure**

8.1 If any Force Majeure occurs in relation to either party which affects or may potentially affect the performance of its obligation under this agreement, that party shall notify the other party within 3 days.

8.2 Neither party shall be deemed in breach of this agreement or shall otherwise be liable to the other due to any delay in performance due to Force Majeure.

## **9. Applicable Law and Jurisdiction**

9.1 English law shall apply to the whole of this agreement. The parties hereby agree to submit to the non-exclusive jurisdiction of the English Law Courts.

## **10. General Conditions**

10.1 Nothing in this agreement shall create a partnership or joint venture between the two companies.

10.2 Nothing in this agreement shall create an employer/employee relationship.

10.3 Nothing in this agreement provides either party with the authority to contract on behalf of the other party.

10.4 The person/persons who agree to the conditions of service in this agreement warrant that they have the capacity to bind their respective companies legally to this agreement.

10.5 All intellectual property rights in any material produced by the Company shall remain vested in Premium Solutions UK Ltd.

10.6 The parties intend that the terms of this agreement should only be enforceable by the parties and accordingly this agreement shall not be enforceable by any third party by virtue of The Contracts (Rights of Third Parties) Act 1999.

10.7 No variation of this agreement shall be effective unless made in writing and signed by both parties excluding always changes in price amended as per clause 6.2.

10.8 If the courts shall deem any part of this contract to be unenforceable under any applicable law then the parties agree that the clause should be deleted and the other clauses in this agreement should remain and continue to be in force to the extent that they remain unaffected by the clause so deleted.

10.9 Words with a plural meaning can be read as singular and visa versa. Words with a male meaning can be read as female and visa versa.