

## **ASIAN DIRECTORY LIMITED - TERMS AND CONDITIONS**

ADL- means Asian Directory Limited (Company Registration No. 08849730) of The No1 Business Centre, 1 Alvin Street, Gloucester, GL1 3EJ - means the customer named in the Customer Order Form.

Project Plan- means the provision by ADL of the services set out in the Customer Order Form.

Advert- means the advertisement that the Customer already owns or which ADL will seek to acquire on behalf of the Customer as detailed in the Customer Order Form.

Project fee- means the total cost for ADL to provide the services as detailed in the Project Plan and as agreed between the parties.

### **1. SCOPE OF THE PROJECT**

1.1 ADL shall design, develop and deliver the Advertisement / Website in accordance with the Project Plan;

### **2. CUSTOMER RESPONSIBILITIES**

2.1 The Customer acknowledges that ADL's ability to provide the agreed services and complete the project in accordance with the Project Plan is dependent upon the full and timely co-operation of the Customer (which the Customer agrees to provide), as well as the accuracy and completeness of any information and data the Customer provides to ADL. Accordingly, the Customer shall provide ADL with access to, and use of, all information, data and documentation reasonably required by ADL for the performance by ADL of its obligations under this agreement; and

2.2 The Customer shall be responsible for the accuracy and completeness of the content provided to ADL by the Customer from time to time for incorporation in the Advertisement.

2.3 If the Customer has agreed to provide any Pictures, Logos, Content from there side to ADL in order for ADL to complete the artwork production then they must do immediately from the date of signing this agreement. If the client has not provided such information ADL will attempt to contact them with the relevant information we hold on the Customer Order Form. If such information is still not forth coming from the Customer and they fall to co-operate then ADL will produce a design and send it across to the client to approve.

### 3. **DEVELOPMENT AND ACCEPTANCE OF ADVERTISEMENT**

- 3.1 Once ADL has completed the design and development of the Advertisement / Website in accordance with the Project Plan, ADL shall notify the Customer in writing either via email, artwork approval form or WhatsApp.
- 3.2 If the Customer is not satisfied with the Advertisement or Website, it must notify ADL within 7 days of receiving confirmation from ADL that the Advertisement or Website is complete. In the event that the Customer does not notify ADL of any dissatisfaction within this timeframe, the Customer will be deemed to have accepted the Advertisement or Website as complete and to its approval.
- 3.3 If any failure to complete the Advertisement or Website results from a defect which is caused by an act or omission of the Customer, or by one of the Customer's sub-contractors or agents for whom ADL has no responsibility (**Non-Supplier Defect**), the Advertisement or Website shall be deemed to be complete once notification has been given by ADL in writing. ADL shall provide assistance reasonably requested by the Customer in remedying any Non-Supplier Defect by supplying additional services or products. The Customer shall pay ADL in full for all such additional services and products at a fee to be agreed separately with ADL.
- 3.4 Notwithstanding clauses 3.1 and 3.2 above Acceptance of the Advertisement or Website shall be deemed to have taken place upon the Customer using any part of the Advert for any revenue-earning purposes or to provide any services to third parties other than for test purposes.

### 4. **PAYMENT**

- 4.1 ADL will commence work on the Project in accordance to the Customer Order Form. If the customer provides a deposit it will cover ADL's administration costs of any preliminary works and therefore is non-refundable under any circumstances, even if the Company / Customer cancels within the cancellation period.
- 4.2 ADL will require payment of any outstanding balance within 7 days of completion of the Project unless otherwise agreed in writing with ADL.
- 4.3 If the Customer terminates this agreement before the Advertisement or Website is complete, ADL will be entitled to charge the full Project Fee. The Customer acknowledges that ADL has invested considerable time and effort in developing and creating the Advertisement or Website and therefore ADL's demand for payment in full is reasonable.
- 4.4 In the event that the Customer / Company defaults in not making payment for all monies owed and due in accordance to the binding contract, then ADL is able to issue legal action against both the Company and Customer.

- 4.5 If ADL is unable to collect payment from the company then the Customer signing the agreement personally guarantee the payment of all sums due and owing to ADL in accordance with this agreement.
- 4.6 In the event that the Customer is in breach of contract for non payment of any fees (whether interim or final) due under the terms of the agreement then the whole amount due under this agreement will become payable immediately and the Customer will forfeit the benefit of paying by instalments, if so agreed.

In such circumstances:

- i) the Customer will be responsible for all associated recovery costs incurred as a result of the breach, including, but not limited to legal fees, debt recovery costs, agency fees, expert fees, bailiffs fees, court fees and any administrative fees (subject to a minimum of £150) incurred; and
  - ii) the Customer will also be liable for interest on any outstanding amount from the date of the breach of contract to the date payment is received (whether before or after judgment) at a rate of 2 % per month (compounded); and
  - iii) ADL will immediately cease to carry out any further work on behalf of the Customer until full payment of all outstanding sums has been received;
  - iv) ADL reserves their position to suspend and/or remove the Advertisement until full payment of all outstanding sums has been received.
- 4.7 If payment is made by credit or debit card to ADL, an additional surcharge fee equivalent to 2.0% of the amount paid by debit or credit card will be payable by the Customer, this is at ADL's discretion.
- 4.8 If the Customer has opted to pay by credit card or by standing order, the Instruction on their Credit Card Agreement will remain in force on a rolling annual basis until such time as it is cancelled. Any changes to their annual fee will apply to all purchases after the date on which the fee becomes due. By entering into this arrangement the Customer accepts that the payments are due and correct.
- 4.9 In the event of the Customer changing its Credit Card account details or Bank Account details, the Customer must inform ADL immediately in writing, in order to prevent failure of any post payment requests.

## 5. **WARRANTIES**

- 5.1 The Customer warrants to ADL that it has full power and authority to enter into and perform this agreement.
- 5.2 ADL shall perform its obligations under this agreement with reasonable care and skill.

- 5.3 This agreement sets out the full extent of ADL's obligations and liabilities to the Customer. All conditions, warranties or other terms concerning the services which might otherwise be implied into this agreement or any collateral contract (whether by statute or otherwise) are hereby expressly excluded.
- 5.4 The Customer acknowledges that, in entering into this agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this agreement, and any conditions warranties or other terms implied by statute or common law are excluded from this agreement to the fullest extent permitted by law.

## **6. LIMITATION OF REMEDIES AND LIABILITY**

- 6.1 ADL shall not be liable to the Customer for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage.
- 6.2 ADL's aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with this agreement or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed the total price paid by the Customer.
- 6.3 ADL is not liable for loss, damage or corruption to files or information stored on its servers or the Customer's servers or computers relating to a Customer's Advert or Site. The Customer is solely responsible for any information or files relating to its Advert or Site.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1 All Intellectual Property Rights in the Site, but excluding the content provided to ADL by the Customer from time to time for incorporation in the Site, arising in connection with this agreement shall be the property of ADL, and ADL hereby grants the Customer a non-exclusive licence of such Intellectual Property Rights for the purpose of operating the Site.
- 7.2 The Customer shall indemnify ADL against all damages, losses and expenses arising as a result of any action or claim that any content provided to ADL by the Customer from time to time for incorporation in the Site infringe the Intellectual Property Rights of a third party.
- 7.3 Where images used on the Advertisement have been purchased or supplied by ADL on behalf of the Customer, these images are strictly for use on the Advertisement only. ADL are not liable for misuse of these images by the Customer or any other persons copying, altering or distributing the images to individuals or any other organizations any pictures or images supplied by the Customer for use by ADL must

have permissions of the copyright holder in place and the Customer accepts all responsibility for this.

## 8. **ADVERTISEMENT CONTENT**

- 8.1 ADL owns all designs and layouts of the Advertisement until payment has been received in full. Once payment in full is received, the Customer will then own the design and layout of the Advertisement. Images will have been purchased or supplied by ADL for the Customer, unless the images have been supplied by the Customer.
- 8.2 The Customer shall ensure that any content provided to ADL by the Customer from time to time for incorporation in the Advertisement does not infringe any applicable laws, regulations or third party rights (including material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous or in breach of any third party Intellectual Property Rights) (**Inappropriate Content**).
- 8.3 ADL shall include only the content provided to ADL by the Customer from time to time for incorporation in the Advertisement in the Directory or Website. The Customer acknowledges that ADL has no control over any content placed in the Directory or Website by a visitor to the Directory or Website and does not purport to monitor the content of the Directory or Website. ADL reserves the right to remove content from the Directory or Website where it reasonably suspects such content is Inappropriate Content. ADL shall notify the Customer promptly if it becomes aware of any allegation that any content within the Directory or Website may be Inappropriate Content.
- 8.4 The Customer shall indemnify ADL against all damages, losses and expenses arising as a result of any action or claim that the content provided to ADL by the Customer from time to time for incorporation in the Directory or Website constitutes Inappropriate Content.
- 8.5 ADL has no control of, or responsibility for, the content of Customers Site. In no way does the textual or image based Content of the Customers Site constitutes ADL's endorsement, or approval of the Website / Directory or the material contained within the Directory or Website. ADL has not verified any of the materials, images or information contained within the Customer's Advertisement and is not responsible for the content or performance of these Adverts or for the Customers transactions with them. ADL provides links or references to the Customer's Advert solely for the convenience of prospective customers and intends that the links it provides be current and accurate, but does not guarantee or warrant that such links will point to the intended Customer Advertisement at all times.
- 8.6 ADL may include the statement "Asian Directory Limited" or "Asian Directory Ltd or "Designed by [www.asiandirectories.co.uk](http://www.asiandirectories.co.uk) " on the Directory or Website.

## 9. TERM AND TERMINATION

- 9.1 ADL will provide the Customer with an expected completion date for the project (printed in the Directory or website to go LIVE) if requested. ADL will endeavour to meet any given deadline, but do not guarantee and are not bound in any way to complete the Project by this date. Any expected completion date provided by or on behalf of ADL is purely an estimate.
- 9.2 On termination of this agreement by either party, all licences granted by ADL under this agreement shall terminate immediately.
- 9.3 On expiry or termination of this agreement, all provisions of this agreement shall cease to have effect, except that any provision which can reasonably be inferred as continuing or is expressly stated to continue shall continue in full force and effect.
- 9.4 An administrative fee of £75 will be payable by the Customer to ADL for the transfer of any designs during the course of or at the determination (howsoever arising) of this agreement.

## 10. FORCE MAJEURE

- 10.1 The definition in this clause applies in this agreement.
- 10.2 **Force Majeure Event:** any event arising that is beyond the reasonable control of the affected party (including any industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, civil riot or war).
- 10.3 A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this agreement shall forthwith notify the other and shall inform the other of the period for which it is estimated that such failure or delay will continue. The affected party shall take reasonable steps to mitigate the effect of the Force Majeure Event.

## 11. CANCELLATION OF THIS AGREEMENT

- 11.1 A cancellation given under this agreement by ADL to the customer shall be in writing and shall be sent for the attention of the person, and to the last known address, fax number or e-mail address given by the Customer in writing to ADL.
- 11.2 Any cancellation given under this agreement by the Customer to ADL shall be in writing and shall be sent to the registered address of ADL via recorded post, or e-mail address given by ADL in writing by the Customer. If the Customer wishes to terminate this contract then it will **ONLY BE DEEMED CANCELLED if the Customer notifies ADL in writing within 14 days of signing the legally binding contract**, this can either be sent via recorded post to the registered address or via email to [enquiries@asiandirectories.co.uk](mailto:enquiries@asiandirectories.co.uk).

- 11.3 A cancellation is deemed to have been received:
- (a) in the case of e-mail, at the time of transmission, provided a confirmatory copy is sent by first-class recorded pre-paid post or by personal delivery before the end of the next Business Day; or
  - (b) in the case of pre-paid first class post, recorded delivery or registered post, 48 hours from the date of posting; or
  - (c) if deemed receipt not within business hours (meaning 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt), when business next starts in the place of receipt.
- 11.4 To prove service, it is sufficient to prove that the cancellation was transmitted by fax to the fax number or e-mail address of the relevant party or, in the case of post, that the envelope containing the cancellation was properly addressed and posted.

## 12. ENTIRE AGREEMENT

- 12.1 This agreement shall constitute the entire agreement and understanding between the parties with respect to all matters which are referred to and shall supersede any previous agreement(s) between the parties in relation to the matters referred to in this agreement.

## 13. THIRD PARTY RIGHTS

- 13.1 This agreement is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person.

## 14. VARIATION AND WAIVER

- 14.1 A variation of this agreement shall be in writing and signed by or on behalf of both parties to this agreement.
- 14.2 A waiver of any right under this agreement is only effective if it is in writing, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. No waiver shall be implied by taking or failing to take any other action.
- 14.3 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

## 15. SEVERANCE

- 15.1 If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

- 15.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

## 16. **GOVERNING LAW AND JURISDICTION**

- 16.1 This agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England.
- 16.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.

## 17. **RENEWING OF YOUR ADVERTISING AGREEMENT**

- 17.1 To simplify our processes and make it easier for you, we may use our automatic renewal process for your advertising. This means that we won't ask you to complete new paperwork in order to renew. As an existing customer the process can be expedited and we will send you written confirmation of automatic renewal prior to cut off month of November on an annual basis.
- 17.2 If you do not wish for your advertising to be renewed then upon receipt of the renewal letter or email you must respond back within 7 days confirming cancellation of renewal. Failure of notification will result in your advert being printed in accordance to the same Terms and Conditions of your existing Customer Order Form.

## 18. **MERCHANT REGISTRATION**

- 18.1 Asian Directory Limited country of Merchant domicile is United Kingdom.