

Terms & Conditions

1. Definitions

In these Terms & Conditions ("Conditions") the words/expressions referred to below shall have the following meanings except where the context otherwise requires:

"**The Company**" means Thames Gateway Business Club Limited known also as "TGBC" or its assignees.

"**Advertisement**" means an advertisement or series of advertisements for the Client and/or its products and services including (but not limited to) advertisements in any Publication, advertisements on any Website, Banner Advertisements, and Exhibition Advertisements.

"**Agreement**" means any contract between TGBC and the Client for which is formed in accordance with clause 2.

"**Client**" means the person, firm, body corporate or other entity stated in any Order Confirmation accepted by TGBC pursuant to clause 2.2.

"**Event**" means an event organised and conducted by

"**Event Sponsorship**" means sponsorship by the Client of an Event organised by such sponsorship being for the purpose of promoting the Client and/or its products and services.

"**Exhibition**" means an exhibition organised by TGBC.

"**Exhibition Advertisement**" means an advertisement for the Client and/or its products and services which is displayed at an Exhibition or Event.

"**Exhibition Space**" or "**Event Space**" means floor area taken (and any additional Services agreed between TGBC and the Client) at an Exhibition or Event.

"**Order Confirmation**" means any confirmation of order sent by the Client to TGBC in any form, specifying inter alia the price and details of services required by the client.

"**Package**" means any combination of TGBC services purchased by the Client on any one occasion.

"**Publication**" means in the case of printed Advertisements the publication published by TGBC in which the Advertisement shall appear.

"**Services**" means any one or more of Advertisements, Banner Advertisements, Exhibition Space, Event Space, Exhibition Advertisement, Event Sponsorship, and Events, whether or not purchased in a Package, published or conducted by TGBC from time to time.

"**Website**" means in the case of website Advertisements and Banner Advertisements, the TGBC website on which the Advertisement is to appear.

"**Working Day**" means Monday to Friday inclusive excluding UK statutory holidays.

2. Formation of Agreement

2.1 The Agreement shall be formed when the Client's Order Confirmation, which it is hereby agreed is an invitation to treat, (whether in the form of a purchase order, fax, email or letter but in each case either signed by an authorised representative of the Client or its agent, or else confirmed as having been agreed by email without signature, regardless of any disclaimer attached to that email concerning the ability of that client's staff to contract over email) is received, and then either acted upon by virtue of performance of all or any part of the Services by TGBC, or accepted in writing or by electronic means such as email (proof of transmission by TGBC shall be deemed adequate evidence of confirmation) by TGBC's authorised representative and such Agreement shall incorporate these Conditions.

2.2 In the event that an agency submits an Order Confirmation as agent on behalf of its principal, then agency shall specify the principal's name as well as its own on the Order Confirmation failing which TGBC shall reject the same.

2.3 The acceptance by TGBC of the Client's Order Confirmation does not confer the right to renew on similar terms.

3. Client's Obligations

3.1 The Client warrants that:

3.1.1 any description relating to its products or services is true and accurate;

3.1.2 any information, descriptions, literature and services provided by the client does not contravene any act of Parliament nor is it in any other way illegal or defamatory;

3.1.3 it will supply copy, information, literature for any agreed service prior to deadlines, as advised/published by TGBC.

3.1.4 where applicable, it will attend and participate in Events where it is

agreed that it will do so as part of the delivery of the Services agreed to in the original order.

3.1.5 where the Client is an agency, that it will procure compliance by its client for whom Services are being procured, of clauses 3.1.1, 3.1.2, 3.1.3, 3.1.4 and.

3.2 If the Client breaches clause **3** it shall immediately rectify the breach and fully indemnify TGBC against any fines, losses, costs, damages, charges, claims, demands, expenses direct losses, loss of profits and indirect and consequential losses incurred by TGBC as a result of the Client's breach.

3.3 The Client shall be responsible for ensuring all information, copy, artwork, photographic and other advertising materials delivered to TGBC and TGBC shall not be liable to any loss or damage thereto while the same is in its possession or control.

3.4 The Client shall be responsible for collecting any information, copy, artwork, photographic and other materials submitted to TGBC for the purposes of the agreed services. TGBC shall accept no responsibility for any such items which remain unclaimed by the Client more than 12 months after they were last used for publication.

4. Approval of information

4.1 All information must be submitted by the Client for the approval of TGBC prior to commencement of services. TGBC reserves the right to refuse, omit, alter, suspend, withdraw or otherwise deal with any supplied information at its absolute discretion and without explanation or liability to the Client.

4.2 TGBC cannot accept responsibility for changes to approved copy although it will use its reasonable endeavours to make these if they are submitted prior to the final copy deadline as published/advised from time to time. Where changes are made pursuant to clause 4.1,4.2 the Client shall be responsible for any additional costs thereby incurred by TGBC.

5. TGBC's Obligations

5.1 TGBC shall use its best endeavours to ensure that all services offered are published in advance and in particular prior to any formal agreement.

5.2 TGBC shall use its reasonable endeavours to procure attendance at Events, and shall use its best endeavours to act in an even-handed manner to all sponsors in the case of Events sponsored by a number of clients (always taking into account any difference in the level of sponsorship purchased by sponsors).

5.3 TGBC will advise clients of its experience of the usual acceptance/subsequent attendance ratios, but TGBC shall not be liable for actual attendance levels being lower than those anticipated.

6. Fees

6.1 The fee payable by the Client to TGBC shall be in accordance with TGBC's published rates or as otherwise agreed in writing by the parties.

6.2 All fees are exclusive of Value Added Tax, which shall be payable by the Client.

6.3 TGBC shall be entitled to invoice the Client immediately following TGBC's acceptance of the Client's Order Confirmation.

6.4 The Client shall pay TGBC within 30 days of the date of TGBC's invoice. The fees shall be payable in full and the Client shall not be entitled to make any deduction or exercise any right or set-off counterclaim or contribution howsoever arising. The time of payment of the fees shall be of the essence of the Agreement.

6.5 TGBC reserves the right to request and receive full payment prior to acceptance of an Order Confirmation if, in the opinion of TGBC, the credit-worthiness of the Client is not satisfactory or the Client has not paid previous invoices within TGBC's usual credit terms. Furthermore, if at any time in the opinion of TGBC the credit-worthiness of the Client shall have deteriorated prior to performance by TGBC of any Services TGBC may require full or partial payment of the fees prior to such supply, or the provision of security for payment for the Client in a form acceptable to TGBC.

6.6 If the Client fails to make any payment on the due date then without prejudice to any other right or remedy available to TGBC, TGBC shall (at its option) be entitled to:

6.6.1 treat the Agreement as repudiated by the Client and cancel publication of any Advertisement to the Client, claim damages from the Client and charge the Client interest both before as well as after any judgment on the amount unpaid at the rate of 4% per annum above the base rate from time to time of Natwest Bank Plc from the date payment is

due until payment is made; or

6.6.2 affirm the Agreement, claim damages from the Client and charge the Client interest in accordance with clause 6.6.1.

6.7 the Client shall not be entitled to a refund of the fees in respect of the services which it has failed to take up during the Subscription Period; and

6.7.2 the Client shall not be entitled to carry forward services which it has failed to take up during one Subscription Period into a subsequent Subscription Period.

7. Cancellation of Services

7.1 The Client may not cancel an Order Confirmation which has been accepted by TGBC:

7.1.1 in respect of service after the expiration of the agreed deadline(s) for such services and;

7.1.2 in respect of any Event within 2 working days of the date of commencement of the Event.

7.2 In all other cases the Client may not cancel an Order Confirmation which has been accepted by TGBC unless and until it pays a cancellation fee equal to 100% of the fee payable under clause 6 less any sum determined under clause

7.3 Where the Client cancels pursuant to clause 7.2 TGBC shall estimate the marginal costs which, in its sole opinion, will not be incurred by TGBC as a result of cancellation and such saving (if any) shall be deducted from the cancellation fee payable under clause 7.2. For the avoidance of doubt the cancellation fee payable under clause 7.2 is intended to compensate TGBC for the direct losses and loss of profit it would otherwise sustain as a result of cancellation. TGBC and the Client have freely and openly negotiated the Agreement and the Client acknowledges that:

7.3.1 the cancellation fee referred to in clause 7.2 is fair and reasonable; and

7.3.2 but for such cancellation fee the fees payable under clause 6 would be higher.

8. Confidentiality

8.1 The content and terms of this Agreement shall be confidential as between the parties and there shall be no breach of that confidence by either party.

8.2 Save as provided in clause 8.1 each party agrees and undertakes that it will keep confidential and will not use for its own purposes nor without the prior written consent of the other party disclose to any third party all information of a confidential nature, (including but not limited to trade secrets and information of commercial value) which may become known to such party from the other unless such information is public knowledge (other than by breach of this clause 8) or is required to be disclosed by a court of competent jurisdiction. Breach of this clause 8.2 shall not be subject to the terms of clause 9 (Limitation of Liability).

9. Limitation of Liability

9.1 Save as otherwise provided in this Agreement all conditions warranties and representations expressed or implied by statute common law or otherwise in relation to TGBC's obligations hereunder are hereby excluded.

9.2 Without prejudice to any other terms in this Agreement the aggregate liability of TGBC shall not in any circumstances (except in respect of death or personal injury caused by TGBC's negligence) exceed the total sum payable by the Client to shall not in any circumstances (except in respect of death or personal injury caused by TGBC's negligence) exceed the total sum payable by the Client to under this Agreement. Where TGBC fails to provide a Service, its total liability to the Client shall be limited to a refund of the fees paid or payable by the Client for the Service. Where the Service not so performed has been ordered as part of a Package, TGBC shall reasonably determine the proportion of the total payment relating to the unpublished/unperformed Service its total liability to the Client in respect of the unpublished/unperformed Service shall be limited to such proportion.

9.3 TGBC shall not be liable to the Client for any indirect or consequential losses or damages (including but not limited to loss of profits) whether arising from breach of contract negligence or howsoever.

10. Termination

10.1 Notwithstanding and without prejudice to clause 6 above TGBC shall be entitled to terminate this Agreement immediately by giving written notice to the Client in any of the following events:

10.1.1 if the Client fails to make payment in accordance with this Agreement;

10.1.2 if the Client convenes a meeting of its creditors, becomes insolvent, is unable to pay its debts, has an administrative receiver or receiver or administrator appointed over its assets or business or is the subject of a petition presented to put it in into liquidation; or

10.1.3 if the Client in the opinion of TGBC is in breach of any material term of this Agreement.

10.2 In any such case TGBC shall be entitled to charge the Client any costs, charges or expenses (direct or consequential) howsoever arising incurred by TGBC.

10.3 Termination of this Agreement howsoever, shall not affect the accrued rights or the liabilities of either party.

11. Assignment

The Client shall not be entitled to assign, rent, lease, sub-licence, copy or otherwise transfer the benefit of its obligations under this Agreement without the prior written consent of TGBC.

12. Force Majeure

If either party is unable to perform its obligations by reason of matters beyond its control including but not limited to any act of terrorism, war, riot, civil commotion, compliance with any law or governmental order, fire, flood or storm, strikes, lock-outs or other industrial disputes (whether involving the workforce of the party so prevented or of any other party) delay in transit, power failure, postal delay, the party so affected will notify the other party and the parties agree to delay the performance of this Agreement for as long as may be reasonably necessary until the cause(s) giving rise to force majeure has/have ceased.

13. General

13.1 These Conditions shall have precedence at all times and in all circumstances over any Conditions that the Client may be in the practice of using.

13.2 Any representations made by TGBC prior to the making of the Agreement shall not form part of the Agreement and shall be of no effect. The Agreement supersedes all prior agreements, arrangements and undertakings between TGBC and the Client relating to the subject matter hereof. No variation or addition shall be binding upon the parties unless made in writing and signed by the authorised representatives of both parties.

13.3 Any waiver by TGBC of any breach of the Agreement by the Client, shall not operate as a waiver of any past or future breach.

13.4 If any provision or part of a provision of these Conditions shall be or be found by any court of competent jurisdiction to be invalid or unenforceable such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of these Conditions all of which shall remain in full force and effect.

13.5 Any notice hereunder shall be deemed to have been duly given if sent by prepaid first class registered post or by facsimile, or email to the party concerned at its registered office or principal place of business or such other address as may have been notified pursuant to this provision to the party giving the notice. Notices sent by first class registered post shall be deemed to have been given 7 days after despatch and notices sent by facsimile or email shall be deemed to have been given on the date of despatch, even if confirmed by post.

13.6 No term of the Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

13.7 Nothing in the Agreement and no action taken by the parties pursuant to the Agreement shall constitute or be deemed to constitute a partnership association joint venture or other co-operative entity.

13.8 Address for Notices:

13.8.1 For TGBC notices should be sent to The Finance Director, Thames Gateway Business Club Ltd.

13.8.2 For the Client the address to which notices should be sent shall be that on the Order Confirmation unless otherwise advised in writing by the Client.

14. Jurisdiction

This Agreement and all obligations under the same shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.