



## Multi-Channel Lead Generation

### TERMS AND CONDITIONS OF TRADING RESPONSE LINK LIMITED [RESPONSE-LINK]

#### 0 1 Interpretation

##### 1.1 In these Conditions the following words have the following meanings:

**"Act"** – means the Data Protection Act 1998, Data Protection Directive 95/46/EC and the Privacy and Electronic Communications [EC Directive] Regulations 2003 [as well as any amendments or replacements thereof, including any legislation implementing EC Directives 97/66/EC and 2002/58/EC];

**"Additional Services"** – means any Services that Response-Link provides that are to be in addition to the Primary Service this includes but is not limited to, Auto-Response Triggered Emails and other services that Response-Link chooses to provide as required from time to time;

**"Agency"** – means any advertising agency or media agency booking services on behalf of Clients who wish to use the Response-Link service;

**"Affiliate Network"** – means Response-Links network of affiliate programs, websites, URLs which we may use from time to time as part of the lead generation programme

**"Auto-Response Triggered Emails"** – means an email automatically sent from us, as set out in the Order Confirmation to the consumer once the consumer has made an Information Request within the Information-Link site or through one of our Partners or Affiliates;

**"Campaign"** – means the agreed activity within a programme detailed within the Order Confirmation;

**"Client Admin"** – means the log in area through Information-Link where Clients can view the Total Quantity of Leads that are made available by Response-Link for the Client to access [client Admin] via a Password Protected Log-in Area;

**"Client Leads"** – means any Leads generated by us to You including Leads we have agreed to supply in accordance with the terms of the Order Confirmation;

**"Conditions"** – means the Terms and Conditions set out in this document and any special terms and conditions agreed in writing between Response-Link and the Client;

**"Confidential Information"** – means all confidential information whether oral, written or in any other form including without limit any material containing or consisting of material of a technical, operational, administrative, economic, marketing, planning, business or financial nature and relating to either party including the existence and the contents of these Conditions and the Client Leads but excluding any information which is in the public domain or which comes in to the bona fide possession of a party by other lawful means;

**"Consumer"** – means any person or persons who use, interact with or order from any of Response-Links sites, Services and/or Partners.

**"Contact Channel"** – means the specific media channel or channels permitted for use in respect of Response-Link Leads supplied under the Order Confirmation which may be via Postal, Email, Landline Telephone, Mobile Telephone and/or SMS and MMS as maybe required from time to time;

**"Content"** means the copy, text, question, artwork, HTML's and any other media as required provided to us by You, the Client for use within our lead generation programme;

**"Contract"** – shall have the same meaning as Order Confirmation and vice versa;

**"Copy"** – means a copy in any format whatsoever and includes a partial copy;

**"De-Duping"** – means the removal of unsuitable and/or duplicate entries from the Leads and De-Dupe and De-Duped shall be construed accordingly;

**"Delivery Method"** – means delivery to You of all or any part of the Client Leads however such delivery is effected and shall include for the avoidance of doubt obtaining Leads by means of remote login to the Client FTP location and or login to the Response-Link Client Admin facility and/or by way of a daily emailed batch file and/or real time post strings and/or any other method as agreed from time to time;

**"Deposit"** – means the sum of money paid by the Client to Response-Link. Deposits are operated on a Client by Client basis;

**"Email"** – means the Contact Channel of email;

**"End User"** – means any person/persons/organisations/clients/companies that use Response-Link Leads for its own marketing or advertising purposes;

**"Fee"** – means the fee to be paid to Response-Link as set out in the Order Confirmation;

**"FTP"** – means File Transfer Protocol which is the protocol for exchanging files over the internet to and from a server;

**"Hoax"** – means any rude, crude, insulting, defamatory, sexist, repetitive, or offensive name, address, email and or Lead which maybe be removed by us from time to time;

**"Information-Link"** – means information-link.co.uk which is the Response-Link Consumer website used to accept Consumer requests for information;

**"Information Request"** – means an active registration from a Consumer who has opt-in to receive any or all or part of the following, including, but not limited to, brochure/catalogue/free-gift/ information/ newsletter /offer / bonus and/or any other offer as described on the Information-Link website, in any form of email, or via any Partners/Affiliate website or URL;

**"Insertion"** – copy text, visual artwork and/or logo or telephone question and/or phrase in respect of the Client which is inserted into a Response-Link Programme;

**"Landline Telephone"** – means the Contact Channel of landline telephony;

**"Lead Generation"** – means Leads generated through the Response-Link programmes and provided by us to an End-User or Agency;

**"Leads"** – means unless otherwise stated, consumer data in the form of title, first name, last name, PAF verified postal address, postcode and

email address, and if specifically agreed date-of-birth and telephone number and any other fields that must be agreed and which are subject to change from time to time;;

**"MMS"** – means Multimedia Messaging Service, or MMS, is a standard way to send messages that include multimedia content to and from mobile phones;

**"Mobile Telephone"** – means the Contact Channel of mobile telephony;

**"Order Confirmation"** – means a Contract between Response-Link and End User and/or Agency for a grant of an End User and/or Agency to make use of the Response-Link Service and Response-Link Leads as set out in the Order Confirmation. The Contract contains details of the service/s and Leads that we have agreed to provide along with any necessary additional information as required from time to time by the Client;

**"Partner"** – means another company or organisation or website or URL that we may use from time to time in respect to the generation of consumer leads for You, the Client;

**"Password Protected Log-in Area"** – means a password protected secure area through which a client can log-in and access leads, information, reports and/or data pertinent to them;

**"Personal Data"** – means the personal information of the consumer [as that term is defined in the Act] contained in the Response-Link database;

**"Postal"** – means the Contact Channel of mailing;

**"Primary Service"** – means the Response-Link service by which Leads are generated for the Client;

**"Programme"** - any printed, electronic or telephone lead generation campaign published or operated or contributed to by Response-Link;

**"Response-Link"** – Response Link Limited [company number 06229437] whose registered office is at Victoria House, Victoria Road, Aldershot, Hampshire, United Kingdom, GU11 1EJ;

**"Returned Lead"** – means any lead that is returned by the Client to us and confirmed by us and Returns and Return shall be construed accordingly;

**"Security Information"** – means any information that is used to access the Client Admin area on the Information-Link website and any other sites or FTP locations which require log-in details;

**"Services"** – any services agreed in the Order Confirmation to be provided to the Client by Response-Link;

**"SMS"** – is the delivery mechanism by way of a Short Message Service [SMS] which is the text communication service component of phone, web, or mobile communication that allows the exchange of short text messages between fixed line or mobile phone devices to be used as a Contact Channel by us;

**"Target Volume"** – refers to the total volume of chargeable Leads after De-Duping and the removal of unsuitable Leads as stated in the Order Confirmation;

**"Telephone-Link"** – means Leads generated by the Response-Link programme through the use of telephone surveys and/or questionnaires as required from time to time;

**"Total Quantity of Leads"** – means the total number of chargeable leads generated and then delivered to the Client once a campaign has been completed, this maybe above or below the figure stated on the Order Confirmation;

**"You"/"Client"** – Response-Link's client for the provision of Services as specified in the Order Confirmation;

1.2 In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 In these Conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.4 In these Conditions headings will not affect the construction of these Conditions.

## **2 Order Confirmation Terms**

2.1 Subject to any variation under Clause 2.3 the Order Confirmation will be subject to these Conditions to the exclusion of all other terms and conditions whether verbal or in writing including any terms or conditions which the Client purports to apply under any Order Confirmation or other document.

2.2 No terms or conditions endorsed upon, delivered with or contained in the Client's Order Confirmation or any other document will form part of the Order Confirmation.

2.3 These Conditions apply to all Response-Link's sales and any variation to these Conditions and any representations about the Services shall have no effect unless expressly agreed in writing and signed by an authorised representative of Response-Link.

2.4 Each order for Services by the Client shall be deemed to be an offer by the Client to purchase Services subject to these Conditions. A quotation by Response-Link does not constitute a binding offer and can be withdrawn at any time.

2.5 No order placed by the Client shall be deemed to be accepted by Response-Link until a written acknowledgement of order is issued by Response-Link or if earlier Response-Link supplies the Services to the Client.

2.6 The Client must ensure that the terms of its order and any applicable specification are complete and accurate.

2.7 Orders issued by an Agency are issued as a principal and must be on the Agency's official form.

2.8 Response-Link reserves the right to amend or remove any Order Confirmation if in its sole discretion the Client's credit rating is unsatisfactory.

### **3 Acceptance of Client**

3.1 Response-Link reserves the right in its absolute discretion and without giving any reasons whatsoever to refuse any person, company or organisation as a Client.

3.2 Clients must provide Response-Link with copy text, visual artwork and/or logo, or provide Response-Link with a clear copy brief, prior to distribution or go live date in accordance with copy specifications, or the agreed question, to be featured in the Information-Link, Telephone-Link and/or Postal Programmes as required from time to time.

3.3 Client represents and warrants to Response-Link that it is fully authorised to publish, and authorises Response-Link to publish on its behalf, Content including, without limitation, all text, graphics, URLs, and sites to which URLs are linked, and that all Content complies with all applicable laws and regulations. Client will indemnify and hold Response-Link harmless from and against any and all loss, liability, and expenses, including reasonable legal fees, suffered or incurred by reason of any claims or proceedings based on or arising out of the Content, including but without limitation, claims for defamation, violation of rights of publicity, privacy, intellectual property, or a breach by Client of any representation, warranty, condition, or obligation to be performed.

3.4 Response-Link accepts no responsibility and shall not be held liable for any mistakes, errors or omissions of any copy where the brief has not been given to it in writing or where a brief has been given to us by You which contains errors.

3.5 Response-Link reserves the right to alter, edit or amend, in its absolute discretion, any Content, copy, artwork or telephone question phrase provided to ensure that it conforms to the style of the overall Programmes.

3.6 No special position in any Programme will be given to any Client.

3.7 Response-Link shall publish Programmes which will be distributed or exposed by different methods to Consumers, and may publish in more than one format. The Programme or media including but not limited to online, may contain a response coupon whereby a Consumer can request information in the form of a catalogue, brochure, voucher or further information, or the Consumer may be asked to register their interest for a particular offer through other online media or telephone Programme's.

3.8 Response-Link shall supply Clients with Leads through a Delivery Method agreed between the parties. A Client may request such details to be supplied through a live feed or other format subject to agreement by Response-Link and an additional charge may be payable to Response-Link for the supply of these services.

3.9 The Client shall, within 2 weeks of receiving the Leads from Response-Link pursuant to Clause 3.8, forward its offered information or promise of fulfilment as described in the Order Confirmation to the Consumer.

### **4 Service**

4.1 The Client accepts that Response-Link Leads may contain goneaways, deceased's, incorrect numbers, Email bounce backs, inaccuracies Hoaxes and may from time to time include duplicate Leads.

4.2 Unless specified otherwise in the Order Confirmation, any Client who receives duplicate Leads with another supplier of leads will take Response-Link's Leads as preference. Leads delivered that already exist on the Clients own database will be treated as a chargeable lead unless specified otherwise on the Order Confirmation.

4.3 The Client accepts that Response-Link shall not be liable for any loss or damage suffered by the Client as a result of late delivery of the Leads.

- 4.4 Unless specified otherwise in the Order Confirmation a standard lead will comprise of the following:
- 4.4.1 Information-Link Lead: title, first name, last name, email address and postal address, other details such as date of birth [D.O.B] and telephone number [landline or mobile] maybe supplied from time to time as agreed in the Confirmation Order.
  - 4.4.2 Telephone-Link Lead: title, first name, last name, postal address, telephone number [landline or mobile] and other details such as date of birth [D.O.B] and email address maybe supplied from time to time as agreed in the Confirmation Order.
- 4.5 Unless agreed to be completed before delivery to the Client in the Order Confirmation, Response-Link will, where appropriate, remove from the Leads generated any unsuitable and/or duplicate entries reported by the Client and will supply an amended copy of the Leads to the Client.
- 4.6 Response-Link may provide to the Client, as part of delivery, a user Identification Code, password or other information ["Security Information"], to enable the Client to access and download Leads generated from the Client Admin. Where Security Information is provided, it must be treated as confidential and not disclosed to any third party. Response-Link at its sole discretion has the right to suspend, disable and/or re-issue any Security Information if it suspects that it has been misused, lost, stolen or corrupted or if Response-Link exercises its right pursuant to Clause 9.8 or as Response-Link finds appropriate.
- 4.7 Response-Link will be responsible (where applicable) for creating a fully automated Campaign on behalf of the Client which may include from time to time Additional Services through which chargeable Leads will be generated for the Client.
- 4.7.1 Response-Link will use its reasonable endeavours to ensure that this portion of the programme works correctly.
  - 4.7.2 Any Leads generated through the Primary Service are all chargeable irrespective of the success or not of the Additional Services.

## **5 Performance**

- 5.1 Subject to the following provisions of this Clause 5 and to Clause 10, Response-Link will use its reasonable endeavours to publish and distribute each edition of the Programme in which any Client is scheduled to appear and otherwise to perform its obligations hereunder within any timescales agreed with the Client or if no timescales have been agreed, in accordance with the volume being generated by the Programme at that time.
- 5.2 Response-Link may postpone the distribution of any edition of the Programme if Response-Link has not received sufficient orders to fill the space available.
- 5.3 In the event of any material error or misprint in any Insertion attributable solely to Response-Link which causes or is likely to cause a misleading response from consumers, Response-Link will not charge the Client for any responses it receives in respect of such Insertion and Response-Link shall re-feature the Client with correct artwork and copy in a timely fashion into another edition of a Programme provided that this obligation will not apply where the Client has failed to notify Response-Link of any defect or suspected defect within 5 days of the same coming to the knowledge of the Client and in any event within a period of two months from the date of publication or live date, whichever is sooner.
- 5.4 Any indication of likely response rates are strictly 'best estimates' made in good faith and based on Response-Link's experience and confidential historical data. As such, Response-Link cannot be held liable for performance of the media either above or below any verbal or written estimates of likely response rates.
- 5.5 Response-Link will pass on all Leads received, but cannot give any warranty as to the quality of Leads generated, or be liable for any claims arising.

5.6 You the Client must examine all the Client Leads on Delivery and if there are any errors which may include duplications and Hoaxes in the Client Leads You must notify us in writing within 10 working days of Delivery, failing which You will be deemed to have accepted the Client Leads. You must provide us with a unique email address and an accompanying reason when notifying us of any errors in the Client Leads.

## **6 Exclusion and Limitation of Liability**

6.1 Response-Link's maximum aggregate liability under or in connection with the Contract and/or any Order Confirmation, whether in contract, tort including negligence or otherwise, shall in no circumstances exceed an amount equal to [i] the price paid hereunder in respect of the Services or [ii] the cost of a further Insertion, whichever amount is smaller.

6.2 Subject to Clause 6.3 and 6.4, Response-Link shall not be liable under the Contract or any collateral contract for any loss of income or loss of profits or loss of contracts, or loss of data or for any special, indirect or consequential loss, damages, costs, charge or expenses of any kind howsoever arising and whether caused by tort including negligence, breach of contract or otherwise.

6.3 These Conditions set forth the full extent of Response-Link's obligations and liabilities hereunder. All conditions, warranties and other terms implied by statute or common law or otherwise are, hereby excluded to the fullest extent permitted by law.

6.4 Nothing in these Conditions limits or excludes the liability of Response-Link:

6.4.1 for death or personal injury resulting from negligence; or

6.4.2 for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by Response-Link.

## **7 Client Warranty**

7.1 The Client warrants that all information provided in respect of its participation in the Programme:

7.1.1 complies with the requirements of all legislation current at the time of publication including where relevant the Data Protection Act 1998 and the Financial Services Act 2001;

7.1.2 complies with all relevant Codes of Practice including the British Code of Advertising and Sales Promotion Practices and all other codes under the general supervision of the Advertising Standards Authority together with the Direct Marketing Association [UK] Limited codes of practice current at the time of the publication;

7.1.3 are not defamatory or otherwise illegal;

7.1.4 does not infringe any other party's intellectual property rights including copyright and the Client shall indemnify and keep Response-Link fully indemnified against all costs, losses, damages, claims and liabilities suffered or incurred by Response-Link as a result of any breach or third party claim.

7.2 The Client shall at all times consult with Response-Link in respect of its defence to any breaches of Clause 7.1.

## **8 Price**

8.1 The Client agrees to pay Response-Link the Fee for each Lead provided to the Client by Response-Link pursuant to Clause 3.8.

8.2 Unless otherwise agreed by Response-Link in writing, all prices are exclusive of VAT, which shall be charged at the rate, and in the manner prescribed by law from time to time.

## **9 Payment Terms**

9.1 Where applicable the Client shall pay the Deposit by the date specified in the Order Confirmation or as agreed in writing ("Due Date") and this will be set off against the Fees to be paid by the Client.

9.2 Response-Link will invoice the Client on a monthly basis for the Leads provided to the Client in

- the previous month unless agreed in writing between the parties.
- 9.3 Response-Link will issue all invoices on the 1<sup>st</sup> day of the following month, or the closest day to the 1<sup>st</sup> day of the month as maybe necessary from time to time.
  - 9.4 With the exception of the Deposit invoice which must be paid by the Due Date, all subsequent invoices shall be paid by the Client within 30 days from the date of invoice. Response-Link will refund to the Client any remaining Deposit at the end of the Campaign, the duration of each Campaign to be agreed in writing between the parties.
  - 9.5 Time for payment shall be of the essence.
  - 9.6 Ownership of information supplied to the Client will remain with Response-Link until all payments have been made in full by the Client and/or Agency as may be required from time to time.
  - 9.7 No payment shall be deemed to have been received until Response-Link has received cleared and fully paid funds.
  - 9.8 Response-Link reserves the right to refuse to provide or suspend provisions of any or all Services in whole or part owed to the Client under the Order Confirmation and/or any Contract, until payment of all outstanding sums is made in full.
  - 9.9 The Client shall make all payments due under the Order Confirmation without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
  - 9.10 If the client is an Agency and is a member of the MPA or PPA, where the parties expressly agree in writing, as detailed on the Order Confirmation, the Client shall be entitled to a 10 percent commission on the Order Confirmation value or total value of leads generated and invoiced whichever is the least provided that payment in full is made on or before the due date.
  - 9.11 Unless otherwise agreed in writing by Response-Link, an Agency shall not be entitled to recharge a client of the Agency for the Services at a higher rate than the price to be paid by the Agency to Response-Link for the Services.
  - 9.12 Notwithstanding any term of the Order Confirmation allowing the Client credit, payment shall become due and payable to Response-Link immediately upon the termination of the Order Confirmation.
  - 9.13 Where the Client fails to pay on the relevant due date any sum due to Response-Link under this Contract or any Order Confirmation or any other Contract, Response-Link without liability may suspend performance of the Services or cancel the Order Confirmation and/or any other Contract between Response-Link and the Client but without prejudice to any right or remedy which Response-Link may have against the Client in respect of such default. Response-Link shall, to the extent permitted by law, retain title to and ownership of any Leads provided by Response-Link to the Client until such time as payment has been received in full in cash or cleared and paid in full funds, by Response-Link of all sums which are or which become due to Response-Link.
  - 9.14 If the Client fails to pay Response-Link any sums pursuant to the Order Confirmation the Client will be liable to pay interest under the Late Payment of Commercial Debts [Interest] Act 1998 to Response-Link on any such sum from the date payment was due, accruing on a daily basis until all payments are made in full, whether before or after any judgment.
  - 9.15 Any dispute arising on invoices must be notified to Response-Link in writing within 14 days of the date of the relevant invoice failing which any claim of the Client on such invoice will be deemed to have been waived and will be absolutely barred.
  - 9.16 Should a Client's debt be handed over to a collection agency, the Client will be held liable for all collection costs incurred and shall include but is not limited to any solicitors' fees, court fees and/or any other legal fees accrued during this process.

## **10 Returns Policy**

- 10.1 In the event that a Lead is returned, Response-Link will investigate fully and replace to the Client only when the Lead has been verified as returnable at the sole discretion of Response-Link. Returns must be received by us within 10 days.
- 10.2 The Client agrees not to delay any payment of Fees whilst a Returned Lead is being investigated.
- 10.3 Response-Link will invoice the Client the full amount as specified on the Order Confirmation and Response-Link will only accept a maximum returnable volume of 15% of the volume specified on the Order Confirmation as returnable.
- 10.4 All Returned Leads must be done so in writing to Response-Link, stating the details of the Lead and the reason for the return.
- 10.5 Response-Link will not accept a Returned Lead if, but not exclusively:
  - 10.5.1 It has been over 10 days since the Lead was delivered to the Client.
  - 10.5.2 The Lead has already been received by the Client through another source and therefore is a duplicate Lead.
  - 10.5.3 The Consumer no longer requires the service
  - 10.5.4 The Consumer has now sourced the service elsewhere
  - 10.5.5 The Lead does not immediately convert to business
- 10.6 Response-Link will accept a Returned Lead if, but not exclusively:
  - 10.6.1 It is confirmed as a Hoax by Response-Link
  - 10.6.2 It is not based in the UK or any other region as specified in the Order Confirmation
  - 10.6.3 The Lead is a duplication of one that Response-Link has already sent to the Client within the past 6 months from delivery
- 10.7 Response-Link will only replace a Lead once it has verified the Lead as returnable pursuant to clause 10.5 and 10.6
- 10.8 Response-Link reserves the right to amend clauses 10.5 and 10.6 from time to time.

## **11 Materials and Intellectual Property**

- 11.1 All copyright and other intellectual property rights in or arising out of or in connection with the Services, including but not limited to, any Insertion, type, plates, artwork, including digital and other materials used, owned, created or produced by Response-Link or its contractors shall vest absolutely in and shall be the sole and exclusive property of Response-Link. The Client agrees to execute all documents and take all further actions necessary to give effect to the terms of this Clause 11.1.
- 11.2 All materials, artwork, printed materials and other property of the Client or supplied to Response-Link by or on behalf of the Client are held by Response-Link at the sole risk of the Client and the Client shall make its own insurance arrangements against loss or damage from whatever cause.
- 11.3 Response-Link reserves the right to destroy all artwork and other materials which have been in its or its suppliers' custody for 3 months from the date of its last Programme unless otherwise agreed in writing by Response-Link.

## **12 Lien**

- 12.1 Without prejudice to any other remedies available to Response-Link, Response-Link shall have in respect of all unpaid debts due from the Client a general lien on all property of the Client in the possession of Response-Link or its suppliers for whatever purpose and whether worked upon or not and Response-Link shall be entitled on the expiration of not less than 14 days written notice to the Client to dispose of such property and to apply the proceeds towards the satisfaction of such debts.

### **13 Force Majeure**

- 13.1 Response-Link shall not be liable for any delay in performing or failure to perform its obligations hereunder to the extent that and for so long as the delay or failure results from any cause or circumstance whatsoever beyond its reasonable control ("Event of Force Majeure"), including without limitation governmental action, war, civil commotion, fire, flood, labour dispute, act of God or the cessation, obstruction or delay of postal services, failure of internet services and internal information technology or other distribution method including inserting into a Partner publication.
- 13.2 As soon as reasonably practicable after becoming aware of any Event of Force Majeure, Response-Link shall notify the Client of the manner and extent to which its obligations are likely to be prevented or delayed and the date[s] for performance of the affected obligations shall be postponed for so long as is made necessary by the Event of Force Majeure. During the period of postponement, Response-Link shall use its reasonable endeavours to minimise the effects of any Event of Force Majeure.
- 13.3 If the performance of the Services and/or the delivery or dispatch of any item is delayed due to an Event of Force Majeure, such delay shall not have the effect of discharging the Client's payment obligations with respect to the Services and/or items.

### **14 Termination**

- 14.1 Response-Link reserves the right to terminate any Order Confirmation if the Client fails to pay on the due date Fees in respect of any previous Campaign and shall charge the client a sum equal to the full value of the Order Confirmation.
- 14.2 Response-Link reserves the right to cancel any Order Confirmation and/or Contract after a period of 28 days from signing the Order Confirmation if no artwork/copy/visuals/website links/URLs or their Insertion have been received by Response-Link from the Client and Response-Link shall charge the Client the sum equal to the full value of the Order Confirmation.
- 14.3 Where a Campaign close date or duration is not specified in the Order Confirmation, pausing and ceasing Campaigns must be agreed in writing with Response-Link. The Client must provide a minimum notice period of 14 days prior to the intended pause or cease date. A request to pause or cease a Campaign whilst within the terms of the Order Confirmation will be at the sole discretion of Response-Link
- 14.4 Response-Link reserves the right to cancel or change the distribution dates of the Programmes.
- 14.5 Response-Link may terminate the Order Confirmation by giving the Client not less than 7 days written notice of termination.
- 14.6 The Client may terminate the Order Confirmation by giving Response-Link written notice of termination not less than 21 days before the commencement or start date of the Programmes as specified on the Order Confirmation, where the commencement or start date is not specified on the Order Confirmation the Client must cancel the Order Confirmation within 21 days of its signature unless the Campaign has already commenced.
- 14.7 Without limiting its other rights or remedies, Response-Link may terminate the Order Confirmation with immediate effect by giving written notice to the Client if:
- 14.7.1 the Client commits a material breach of the Contract and/or any Order Confirmation (and if such a breach is remediable) fails to remedy that breach within 14 days of being notified to do so; or
  - 14.7.2 the Client (being an individual) is the subject of a bankruptcy petition or has had a bankruptcy order made against him; or
  - 14.7.3 the Client makes an arrangement or composition with its creditors; or
  - 14.7.4 the Client (being a body corporate) has commenced renegotiations with all or any of its creditors whether formal or informal; or

- 14.7.5 the Client enters into liquidation whether voluntary or compulsory; or
  - 14.7.6 the Client has a receiver, manager, administrator or administrative receiver appointed over its undertaking or any part thereof; or
  - 14.7.7 a resolution is passed or a petition presented to any court for the winding-up of the Client; or
  - 14.7.8 an administration order is granted in respect of the Client; or
  - 14.7.9 the Client has suffered or allowed any execution whether legal or equitable to be levied on the whole or any part of its assets; or
  - 14.7.10 the Client suspends, or threatens to suspend, payment of its debts or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or
  - 14.7.11 the Client suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 14.8 Termination for whatever reason shall not affect any accrued rights of either party.

## **15 Consequences of Termination**

- 15.1 On termination of the Order Confirmation for any reason:
- 15.1.1 the Client's right to receive the Services shall cease immediately;
  - 15.1.2 the Client shall immediately pay to Response-Link all of Response-Link's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Response-Link shall submit an invoice, which shall be payable by the Client immediately on receipt;
  - 15.1.3 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## **16 Assignment and Subcontracting**

- 16.1 Response-Link may at any time assign, transfer, charge, subcontract, delegate or deal in any other manner with all or any of its rights or obligations under the Order Confirmation.
- 16.2 The Client shall not, without the prior written consent of Response-Link, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Order Confirmation.

## **17 General**

- 17.1 In relation to all obligations of the Client under the Order Confirmation the time of performance is of the essence.
- 17.2 Any notice or other communication required to be given to a party under or in connection with the Order Confirmation shall be in writing and shall be delivered to the other party personally or sent by pre-paid first class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main number.
- 17.3 Subject to clause 9.15, no failure or delay by a party in exercising any right or remedy under the Order Confirmation or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 17.4 If a court or any competent authority finds that any provision of these Conditions is invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of these Conditions shall not be affected.
- 17.5 Nothing in these Conditions or any Order Confirmation is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute either party the agent of the other for any purpose. No party shall have the authority to act as agent for, or to bind, the other party in any way.
- 17.6 A person who is not a party to the Order Confirmation shall not have any rights under or in

connection with it.

- 17.7 Each party acknowledges that, in entering into the Order Confirmation (and any document referred to in it) it has not relied on and shall have no right or remedy in respect of any statement, representation, assurance or warranty (whether made negligently or innocently) other than expressly set out in the Order Confirmation .
- 17.8 These Conditions and any Contract shall be governed by and construed in accordance with the English law and the parties hereby submit to the exclusive jurisdiction of the English Courts provided that Response-Link shall have the right, as claimant, to initiate proceedings against the client in any court of competent jurisdiction.