

SINGH ASIAN DIRECTORY LIMITED - TERMS AND CONDITIONS

SADL- means Singh Asian Directory Limited (Company Registration No. 12797636) 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 SADL of the services set out in the Customer Order Form.

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

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

1. SCOPE OF THE PROJECT

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

2. CUSTOMER RESPONSIBILITIES

2.1 The Customer acknowledges that SADL'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 SADL. Accordingly, the Customer shall provide SADL with access to, and use of, all information, data and documentation reasonably required by SADL for the performance by SADL of its obligations under this agreement; and

2.2 The Customer shall be responsible for the accuracy and completeness of the content provided to SADL 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 their side to SADL, allowing SADL to complete the artwork production then they must do immediately from the date of signing this agreement. This can either be done via WhatsApp or email: artwork@singhexpress.co.uk. If the client has not provided such information SADL will attempt to contact them with the relevant information we hold on the Customer Order Form. If such information is still not forthcoming from the Customer and they fail to co-operate then SADL will produce a design and send it across to the client to approve.

3. DEVELOPMENT AND ACCEPTANCE OF ADVERTISEMENT

- 3.1 Once SADL has completed the design and development of the Advertisement / Website in accordance with the Project Plan, SADL 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 SADL within 7 days of receiving confirmation from SADL that the Advertisement or Website is complete. We will then work alongside the client to alter the advert or website so that both parties then agree to an end approval. If the Company/ Customer does not notify SADL of any dissatisfaction within this timeframe, the Company/ Customer will be deemed to have accepted the Advertisement or Website as complete and to its approval.
- 3.3 If the Customer is not satisfied with the Advertisement or Website and notify SADL of this within 7 days of receiving the work, we will work to change the design or advert / website until the client is in agreeance with the design and approval. If at this point the client tries to cancel the project plan this will not be able to be done. The client can only cancel as per stated in our **Clause 11. Cancellation of this Agreement**. This the client/ company agree was explained at the time of entering into this legally binding agreement as space is allocated to businesses, which allows 'US' (The Company) SADL to order the appropriate amount of ink, paper, designer time and project co-ordinator to complete this project plan.
- 3.4 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 SADL has no responsibility (**Non-Supplier Defect**), the Advertisement or Website shall be deemed to be complete once notification has been given by SADL in writing. SADL shall aid reasonably requested by the Customer in remedying any Non-Supplier Defect by supplying additional services or products. The Customer shall pay SADL in full for all such additional services and products at a fee to be agreed separately with SADL.
- 3.5 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.
- 3.6 With the Customer/ Company requesting SADL to carry out marketing work on their business's behalf, by placing an advert with SADL we do not guarantee any form of business or revenue from advertising with SADL, to this the Customer/ Company is fully aware of.

4. PAYMENT

- 4.1 SADL will commence work on the Project in accordance with the Customer Order Form. If the customer provides a deposit, it will cover SADL'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 SADL will require payment of any outstanding balance within 7 days of completion of the Project unless otherwise agreed in writing with SADL.
- 4.3 If the Customer terminates this agreement before the Advertisement or Website is complete, after the 14 days of signing this agreement SADL will be entitled to charge the full Project Fee. The Customer acknowledges that SADL has invested considerable time and effort in developing and creating the Advertisement or Website and therefore SADL's demand for payment in full is reasonable.
- 4.4 If the Customer / Company defaults in not making payment for all monies owed and due in accordance with the binding contract, then SADL is able to issue legal action against both the Company and Customer.
- 4.5 If SADL 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 SADL in accordance with this agreement, therefore legal action can / will be filed against the signee of this legally binding agreement known as Customer Order Form.
- 4.6 If 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 because 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) SADL 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) SADL 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 SADL, an additional surcharge fee equivalent to 2.0% of the amount paid by debit or with credit card may be payable by the Customer, this is at SADL'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 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 SADL immediately in writing, to prevent failure of any post payment requests. This can be done by post to our registered address or email: enquiries@singhexpress.co.uk

5. **WARRANTIES**

- 5.1 The Customer warrants to SADL that it has full power and authority to enter and perform this agreement.
- 5.2 SADL shall perform its obligations under this agreement with reasonable care and skill.
- 5.3 This agreement sets out the full extent of SADL'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 SADL 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 SADL'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 SADL 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 SADL by the Customer from time to time for incorporation in the Site, arising in connection with this agreement shall be the property of SADL, and SADL 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 SADL against all damages, losses and expenses arising because of any action or claim that any content provided to SADL 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 SADL on behalf of the Customer, these images are strictly for use on the Advertisement only. SADL 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 SADL must have permissions of the copyright holder in place and the Customer accepts all responsibility for this.

8. **ADVERTISEMENT CONTENT**

- 8.1 SADL 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 SADL for the Customer unless the images have been supplied by the Customer.
- 8.2 The Customer shall ensure that any content provided to SADL 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 SADL shall include only the content provided to SADL by the Customer from time to time for incorporation in the Advertisement in the Directory or Website. The Customer acknowledges that SADL 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. SADL reserves the right to remove content from the Directory or Website where it reasonably suspects such content is

Inappropriate Content. SADL 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 SADL against all damages, losses and expenses arising because of any action or claim that the content provided to SADL by the Customer from time to time for incorporation in the Directory or Website constitutes Inappropriate Content.
- 8.5 SADL 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 constitute SADL's endorsement, or approval of the Website / Directory or the material contained within the Directory or Website. SADL 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. SADL 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 always point to the intended Customer Advertisement.
- 8.6 SADL may include the statement "Singh Asian Directory Limited" or "Singh Asian Directory Ltd or "Designed by www.singhexpress.co.uk " on the Directory or Website.

9. TERM AND TERMINATION

- 9.1 SADL will provide the Customer with an expected completion date for the project (printed in the Directory or website to go LIVE) if requested. SADL 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 SADL is purely an estimate.
- 9.2 On termination of this agreement by either party, all licences granted by SADL 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 SADL for the transfer of any designs during 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, viruses, medical outbreak or pandemic, 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 SADL to the customer shall be in writing and shall be sent for the attention of the person, and to the known address, e-mail address given by the Customer in writing to SADL, this information is on our website www.singhexpress.co.uk and on the front of the Customer Order Form to which a carbon copy of the agreement is left with you (the Company/ Customer) on the date of entering into the agreement.
- 11.2 Any cancellation given under this agreement by the Customer to SADL shall be in writing and shall be sent to the registered address of SADL via recorded post, or e-mail address given by SADL in writing by the Customer. If the Customer wishes to terminate this contract then it will **ONLY BE DEEMED CANCELLED if the Customer notifies SADL 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@singhexpress.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 will not ask you to complete new paperwork 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. For this to be actioned you will need to send this request either via email to enquiries@singhexpress.co.uk or recorded post to our registered office address. Failure of notification will result in your advert being printed in accordance with the same Terms and Conditions of your existing Customer Order Form.

18. **MERCHANT REGISTRATION**

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