

**In Brief ....**

1. Printing Printing operate its service on a pay per click basis. The price per action or click will be quoted to Suppliers on initial communications.
2. Printing Printing offers an online real-time report so that Suppliers can have visibility of all clicks to their website. All actions are recorded and logged and therefore cannot be disputed on an individual basis.
3. Printing Printing reserves the right to pause, or terminate, any Suppliers account if a Suppliers invoice becomes more than 30 days overdue.
4. Printing Printing holds no liability for the information displayed on its, or any of its partnering websites
5. The cancellation period is 30 days from notice, during this time actions are charged for at the agreed rate.
6. Invoice terms are strictly 14 days. Mang Creative will send 1 email reminder before the invoice is due and chase payment if the "Due Date" is reached.

**1. Definitions**

"Action" - Each of the following are Actions: When a website visitors clicks from Printing Printing to the Suppliers website.

"Action Costs" - The cost of each individual Action. £0.25 + VAT.

"Agreement" - The legally binding agreement between Mang Creative Limited and the Supplier on these terms and conditions;

"Mang Creative" – Mang Creative Limited of 20 - 22 High Street, Hemel Hempstead, Hertfordshire, HP1 3AE.

"Printing Printing" – the name of the website run, managed and owned by Mang Creative Limited

"Cancellation" – a 30 day term of cancellation during which all Actions remain chargeable

"Buyer" - A visitor to the Web Site who is typically interested in purchasing goods or services relevant to the quotation system they are visiting;

"Confidential Information" - means all confidential information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by one party to the other party whether before or after the date of this Agreement including, without limitation, information relating to the disclosing party's business;

"Intellectual Property Rights" - All intellectual property rights of any nature whatsoever, whether registered or unregistered including, without limitation, patents, copyrights, performer's rights, recording rights, moral rights, trademarks, designs, know-how, database or rights in Confidential Information;

"Law" - Any law, statute, regulation, instruction, guideline or code of conduct having force of law of any governmental or other regulatory authority of competent jurisdiction (including but not limited to any term in any licenses issued by any such authority and any data protection requirements) in all cases as amended

"Price" - The total of all Action Costs multiplied by the number of Actions

"Service" - The service provided by Printing Printing under this Agreement;

"Supplier" - The legal entity of the company or individual to receiving the Actions;

"Invoice Cap" – The amount the Suppliers invoice will not exceed excluding VAT

"Web Site" - The presence of Printing Printing or its parent or subsidiary companies currently at [www.printingprinting.co.uk](http://www.printingprinting.co.uk) as amended from time to time and identified on the [www.printingprinting.co.uk](http://www.printingprinting.co.uk) homepage.

"You" – The supplier, print company, print broker or service receiver.

**2. Obligations of the Supplier**

2.1 To pay the Price plus VAT by invoice monthly in arrears to Mang Creative. Mang Creative will send a monthly invoice in arrears via email on the 1st working day of each month. This invoice will vary from month to month based on the volume of Actions. If the Supplier does not pay the price within 14 days of receipt of invoice (the "Due Date") Mang Creative, may (at its sole discretion) do any or all of the following: charge interest at the rate of 4.5% above the base rate of HSBC Plc from the Due Date until the date of actual payment, add a £25.00 late payment charge per invoice, initiate a cancellation period of 30 days, terminate this Agreement immediately (with a termination penalty), on written notice to the Supplier's or remove the systems from the Web Site without liability to Supplier.

2.2 To inform Mang Creative of any invoice or Action dispute within 48 hours of receiving an Action or 5 working days of invoice receipt.

2.3 To acknowledge that Mang Creative retains full editorial control over all websites content and that Mang Creative will own all IPR in without limitation, save that Mang Creative shall not own any Supplier Branding.

**3. Obligations of Mang Creative**

3.1 Subject to reasonably unavoidable downtime of the Web Site, to ensure that each Action is sent to the Supplier

3.2. To proactively seek out click fraud and eliminate where possible.

3.3 To apply an Invoice Cap to each Suppliers invoice of £75.00.

**4. Rights of Mang Creative**

The Supplier grants Mang Creative an irrevocable non-exclusive license throughout the world in perpetuity to publish Supplier's details and Copy on the Web Site and to link to Supplier's web site.

**5. Cancellation**

5.1. In the event that a Supplier wishes to terminate this Agreement, they shall provide Mang Creative with 30 days' written notice of cancellation, such notice to take effect from the date of the notices receipt. The Supplier shall continue to pay for Actions which take place within the days notice period.

5.2 During the notice period Actions will continue to be sent to the Supplier at the originally requested daily lead number. The number of actions cannot be reduced during the cancellation period.

5.3 Cancellations may only be communicated by email or first class postal letter to Mang Creative, 20-22 High Street, Hemel Hempstead, Hertfordshire, HP1 3AF

5.4 Minimum service term is 30 days from the agreement date any cancellations requests will be processed after the initial 30 day term.

**6. Warranties**

6.1 Supplier warrants that:

- 6.1.1 The Copy shall not infringe any Law or IPR at any time;
- 6.1.2 The Copy is true, accurate and not misleading at any time;
- 6.1.3 It shall only use the Supplier's Branding on the Web Site;

**7. Indemnity**

Supplier shall indemnify and hold Mang Creative harmless against each loss, liability and cost which Mang Creative may incur as a result of any third party claim arising out of or in relation to any breach by Supplier of any representation,

warranty, undertaking or obligation contained in this Agreement (including, without limitation, each loss, liability and cost incurred as a result of defending a claim alleging such a liability).

## **8. Termination**

8.1 Mang Creative may terminate this Agreement with immediate effect by written notice to the Supplier at any time after the occurrence of any of the following events in relation to the Supplier:

8.1.1 The Supplier being in breach of a material obligation under this Agreement and, if the breach is capable of remedy, failing to remedy the breach within 14 days of being required in writing to do so;

8.1.2 The Supplier passing a resolution for its winding up or a court of competent jurisdiction making an order for the Supplier's winding up or dissolution;

8.1.3 The making of an administration order in relation to the Supplier or the appointment of a receiver over, or an encumbrancer taking possession of or selling, an asset of the Supplier; or

8.1.4 The Supplier making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally.

8.1.5 The Supplier having an invoice that is 14 days or more past the "Due Date". Mang Creative will terminate the agreement and calculate a termination penalty. A termination penalty replaces the 30 cancellation period and is equal to 10 days of leads working on an average monthly invoice.

Termination of this Agreement shall not affect either party's accrued rights or obligations or any duties of confidentiality.

## **9. Liability**

9.1 Mang Creative does not guarantee that any Actions will result in a completed sale, transaction, enquiries or order.

9.2 Subject to section 9.3 below, neither party accepts any liability under or in relation to this Agreement or its subject matter (whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason) for any of the following:

- (i) Loss of profit or sales;
- (ii) Loss of opportunity;
- (iii) Loss of turnover;
- (iv) Loss of use of any hardware, software or data;
- (v) Loss of or damage to business;
- (vi) Indirect, special or consequential loss or damage;

And for the purposes of this clause the term "loss" includes a partial loss or reduction in value as well as a complete or total loss.

Subject to clause 9.3 below, Mang Creative liability under this Agreement to Supplier shall be restricted to the total amount (less VAT) paid by Supplier to Mang Creative in the twelve month period preceding the event which gave rise to the claim.

9.3 Neither party's liability:

- (i) For death or personal injury caused by that party's negligence or the negligence of that party's employees or agents;
- (ii) For breach of any condition as to title or quiet enjoyment implied by section 12 Sale of Goods Act 1979 or Section 2 Supply of Goods and Services Act 1982;
- (iii) For fraudulent misrepresentation;
- (iv) For misuse of Confidential Information; or
- (v) For any liability which cannot be excluded or limited by applicable law, is

excluded or limited by this Agreement, even if any other term of this Agreement would otherwise suggest that this might be the case.

9.4 Mang Creative shall not be liable for any losses, damage or expenses (including, without limitation, any costs of finding replacement advertising space) suffered or incurred by the Supplier as a result of the Web Site not being accessible to users of the world wide web for any period of time.

9.5 Mang Creative shall not be liable for any delay in or non-performance of its obligations under this Agreement to the extent that such delay or non-performance is due to any cause beyond its reasonable control including but not limited to the acts, defaults or omissions of suppliers or sub-contractors, failure of any telecommunications or power network, war, undeclared hostilities, terrorism, industrial action and acts of God.

9.6 Mang Creative shall not be held responsible for any grammar, spelling or pricing inaccuracies of any kind that take place when you, the Leasing company, are listing deals in the advertising section of the Leasing Quote website. You will be given reasonable time and opportunity to check the details of your offers and ensure no such errors arise.

## **10. Other Conditions**

10.1 Advertising agencies or other representative agencies shall enter into this Agreement in their own right as principal and not as an agent.

10.2 Mang Creative reserves the right to change the price of Action Costs and the Maximum Monthly Bill and the Maximum Total Monthly Bill by giving not less than 30 days' notice to the Supplier. In the event that year-on-year such price increases are greater than the UK's RPI increase for the same period, Supplier shall have the right to terminate this Agreement upon 30 days' written notice.

## **11. Confidentiality**

11.1 Each party undertakes to the other:

- (i) to keep confidential all Confidential Information regarding the other and not to disclose the same in whole or in part to any person (other than any employee, agent, professional advisor or subcontractor having a need to know) without the other's written consent; and
- (ii) to use Confidential Information belonging to the other party solely in connection with the performance of their respective obligations under this Agreement.

The provisions of this section shall not apply to any Confidential Information which is already in the public domain, lawfully obtained from a third party free from any duty of confidentiality or which was already in the possession of the receiving party at the time of entering into this Agreement.

## **12. General**

12.1 The terms and conditions of this Agreement do not need to be signed in order to form the Agreement. Leasing Quote will confirm the terms and conditions of this Agreement location, via email, and will the Supplier has taken appropriate steps to read and conform.

12.2 The terms and conditions of this Agreement represent the entire agreement between the parties in relation to the subject matter of this Agreement.

12.3 The invalidity of any term or condition of this Agreement shall not affect the validity of this Agreement.

12.4 Unless expressly provided in these terms, no term of this contract is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

12.5 This Agreement shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of English courts.