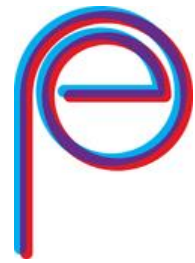


THE PURPLE EDGE

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The Purple Edge Marketing Ltd Terms and Conditions

We appreciate the interest shown in The Purple Edge Marketing Ltd (The Company) by you (The Client). When The Client takes services from us they also accept to abide by the following Terms and Conditions.

1 Contracts

- 1.1 These Terms and Conditions and the quotation or estimate issued for the supply of services together constitute the entire Agreement between The Company and The Client, and acceptance of our quotation or estimate is conditional upon The Client accepting to be bound by these Terms and Conditions.
- 1.2 A written form of Agreement, for example a quotation or estimate, will be issued for each project or service and instructions to proceed confirmed by The Client in writing.
- 1.3 If The Client fails to comply with clause 1.2, The Company may rely upon any evidence of The Client's intention to be bound, work carried out and correspondence on the project to hold that The Client has provided necessary consent to be bound by the Agreement.

2 Fees and Payments

- 2.1 The Client shall be liable for fees upon commencement of delivery of the Company's services as set out in the Agreement. Recurring fees are payable monthly in advance unless otherwise agreed with the Client in writing.
- 2.2 Reasonable expenses incurred in carrying out the contract, e.g. travel, and may be charged to The Client at cost.
- 2.3 Fees will be reviewed annually but may be adjusted at any time. 14 days written notice of any changes will be given to The Client.
- 2.4 Invoices will be issued monthly or at the completion of a project if less than a month's work. Entirely at the discretion of The Company, The Client may be required to give a specified deposit payment prior to commencement of delivery of the service as may be specified in the Agreement. If work is delayed or extended, The Company reserves the right to seek further interim payment/s. The Company shall be entitled to treat a failure to comply in each case as a breach of condition.
- 2.5 VAT is applicable at the standard UK rate for all UK based clients.
- 2.6 All invoices are issued on 14 day payment terms, unless agreed otherwise in writing in advance. The Company's account details are as follows:

Bank: HSBC
Sort Code: 40-16-11
Account No.: 22223201
- 2.7 Interest on any overdue account will be charged at the published rates as set out in the Late Payment of Commercial Debts Act 1998, as amended. OR If The Client fails to settle an invoice within the period required under this Agreement, the Company is entitled to charge interest at the rate of 1.5% per month compounded (21.5% per annum).

3 Copyright

- 3.1 Unless explicitly incorporated as an addition or amendment to this Agreement, all intellectual property rights will remain with material originators and/or commissioned third parties. This is relevant to all written material, images or creative art, jingles or slogans. Clients should take care to ensure that they

have considered the future use of any materials and negotiated a clear agreement on licensed use or copyright ownership.

- 3.2 The Client shall provide The Company with a full indemnity for any breach of intellectual property rights by the Company whilst delivering services under this Agreement.
- 3.3 The Company neither holds itself out as an expert nor makes any warranties to the Client to give representations, comprehensive advice or indemnity for any breach or misuse of intellectual property by The Client or on The Client's behalf.

4 Data Protection Act 1998

- 4.1 Where The Company receives any personal data as defined by the Data Protection Act 1998 ("the Act") from The Client or on behalf of The Client, it shall ensure that it fully complies with the provisions of the Act and only deal with the data to fulfil its obligations under the Agreement.
- 4.2 The Client shall indemnify The Company for any breach of the Act which renders the latter liable for any costs, claims or expenses.
- 4.3 In fulfilment of its obligations under the Act The Client shall have such systems in place to ensure full compliance with the Act and shall take all reasonable steps to ensure that all its employees, partners, contractors and agents comply with this clause where they are processing any personal data. The Client shall afford to the Company reasonable access to such information as is necessary to ensure that it is complying with the above provisions and the Act as a whole.

5 Confidentiality and conflicts of interest

- 5.1 If a potential conflict of interest or confidentiality issue arises the Company shall consult existing clients. It is the sole prerogative of The Company as to its preferred course of action. The Company shall have a complete discretion to terminate upon the basis of a conflict of interest and need not show any other breach of this Agreement.
- 5.2 All information given in confidence will continue to be treated in confidence so long as it remains out of the public domain, and will only be used to provide services for the Client.

6 Liability

- 6.1 The Company makes no warranty as to the functionality, condition, quality, performance, or fitness for a particular purpose or use of our services. By agreeing to these Terms and Conditions, you accept that The Company is not responsible for:
 - 6.1.1 Inaccuracy – we make no guarantee as to the accuracy, correctness or completeness of any information provided
 - 6.1.2 Interruption of Service – we cannot guarantee the availability of your systems
 - 6.1.3 Security – if a third party gains access to any of your data
 - 6.1.4 Damage – any losses or damages resulting from the use of our services
- 6.2 The Client shall provide clear and comprehensive information upon which the Company may quote or estimate as appropriate or may base the delivery of its services. It shall be a breach of condition should the Client fail in the performance of this clause.

7 Termination

- 7.1 Either party may terminate this Agreement at any time by giving 1 month's written notice.
- 7.2 The Company may terminate at any time and with immediate effect by giving written notice for (i) any breach of this Agreement by The Client, (ii) to follow any applicable laws or regulations, (iii) if The Company is prevented by The Client from performing the Agreement (iv) for any other reason.
- 7.3 The Client shall be liable for fees during any notice period (calculated on a pro-rata basis). It shall be at the discretion of The Company to fulfil any service to be delivered up to termination.

8 Changes

- 8.1 The Company reserves the right to amend the Agreement and the incorporated Terms and Conditions at any time by giving 14 days written notice. Changes will be published on the website at www.thepurpleedge.co.uk.

9 Coaching & Training

- 9.1 Coaching & training programmes will be invoiced in advance and all sessions must be completed within 6 months of the first appointment unless agreed otherwise.
- 9.2 In the event of cancellation, we reserve the right to levy a cancellation charge as set out below:
Within 7 days – 100%
Between 7 and 14 days – 75%
- 9.3 The Company reserves the right to cancel or postpone the service(s). We will use reasonable endeavours to provide seven days' notice of cancellation of any services but will not accept any liability whatsoever for failure to provide the service.

10 Newsletters

- 10.1 The minimum order for newsletters is 3 editions with cancellation subject to 1 month's notice thereafter.

11 CommsBox E-Marketing System

- 11.1 Use of the CommsBox E-Marketing system and software is provided under licence from YellowHawk Limited (Reg no. 4490751)("YellowHawk"). The Client is subject to their full Terms and Conditions which are incorporated in full as part of this Agreement unless varied or modified in their application by written notice given to the Client by The Company. They are published at www.yellowhawk.co.uk.
- 11.2 The CommsBox application is subject to an Acceptable Use Policy ("The Policy") as provided by YellowHawk. The Policy is subject to being modified by YellowHawk at any time by notice appearing on the YellowHawk website. Breaches of these conditions may lead to immediate suspension of the service.
- 11.3 The Client shall fully indemnify The Company for any and all breaches of YellowHawk license, Terms and Conditions and/or The Policy.

A non-exhaustive summary of key points within The Policy is set out below:

- The Client must comply with any procedures set out by YellowHawk, e.g. relating to safeguarding of passwords and systems access
- The Client is responsible for all content, ensuring it is accurate and up to date at all times and retains ownership of Client data
- The YellowHawk Service may only be used for lawful purposes. Transmission, distribution or storage of any material that violates the law or regulations is prohibited. This includes material protected by copyright, trademark, trade secret or intellectual property used without proper authorisation.
- Any application that overloads the YellowHawk Service is not allowed, this includes exceeding the usage levels appropriate to the price band in force for the Client. In this circumstance the Client will be required to move to a higher price band.
- Only domain addresses registered for use with YellowHawk and the use of which has been authorised by the relevant domain name owner may be used for any communication originating from the system.
- It is prohibited to send unsolicited bulk email messages ("spam") and all email sent by the Client must be in accordance with UK law.