



APPROACH SALES SERVICES LIMITED – TERMS AND CONDITIONS



1. DEFINITIONS

1.1 The terms set out below have the following meanings in these terms and conditions:

Customer the customer named in the Proposal Form.

Contract the contract between the Customer and Approach incorporating these terms and the Proposal Form (as varied from time to time).

Approach means **Approach Sales Services Limited** a company incorporated in the United Kingdom with registered number 06709616 whose registered office is at 1-27 Bridport Street, Liverpool, L3 5QF.

Intellectual Property Rights patents, copyright, moral rights, trade marks and service marks, trade names and domain names, rights to goodwill or to sue for passing off, rights in computer software, database rights, rights in confidential information and any other intellectual property rights in any jurisdiction.

Proposal Form the proposal form attached to these terms setting out the Services, price and payment terms and other information.

Services sales, training, coaching and/or other services to be provided by Approach as set out in the Proposal Form.

Working day a day other than a Saturday, Sunday or bank holiday in England and Wales.

2. COMMENCEMENT

This Contract shall come into force upon the date on which Approach receives the Proposal Form (with a copy of these terms attached) duly signed by the Customer.

3. TERMINATION

3.1 Approach may terminate the Contract immediately and cease to provide any further services under the Contract without penalty and with immediate effect if:

3.1.1 the Customer fails to pay when due any sum payable under the Contract or any other contract between the Customer and Approach; or

3.1.2 the Customer fails to observe or perform any of the terms or conditions of this Contract; or

3.1.3 the Customer is unable to pay its debts as they fall due or (being an individual) is the subject of a bankruptcy petition or order or (being a partnership) has any partner to whom any of the foregoing apply;

3.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer; or

3.1.5 an application is made to court, or an order is made, for the appointment of an administrator of the Customer.

4. PAYMENT

4.1 Approach shall invoice the Customer at the intervals and for the amounts as set out in the Proposal Form.

4.2 The Customer agrees that it will pay to Approach the amount specified in the Proposal Form in respect of each appointment which is gained by Approach for the Customer.

4.3 Any sums (including sums payable under clause 4.2) which are not paid by the Customer in advance must be paid within 7 days of the date of the relevant invoice.



APPROACH SALES SERVICES LIMITED – TERMS AND CONDITIONS



4.4 The Customer agrees that it will pay charges by standing order (if required by Approach) and shall complete any necessary standing order form as required by Approach.

4.5 Fees charged by Approach are exclusive of applicable Value Added Tax.

5. INTEREST FOR LATE PAYMENT

All sums due from the Customer to Approach which are not paid on the due date shall bear interest from day to day at the annual rate which is 6.8% per annum.

6. OBLIGATIONS OF APPROACH

6.1 Approach shall use reasonable endeavours to provide the Services in accordance with the terms and conditions of this Contract and as set out in the Proposal Form.

6.2 If the Proposal Form provides for Approach to provide services on a monthly retainer basis, the Customer agrees and acknowledges that these services may be provided at any time during the relevant month provided that any targets set out in the Proposal Form for the number of calls made are met.

6.3 Approach may, in its absolute discretion, subcontract or delegate the provision of all or part of the Services to an associate, agent or subcontractor.

7. DATA PROTECTION AND TELEPHONE PREFERENCE SERVICE

7.1 The Customer shall promptly provide Approach with all information and documentation required by Approach to allow it to provide the Services and warrants that all such information and documentation is complete, accurate and not misleading.

7.2 The Customer undertakes that all contact details for prospects which it provides to Approach will be up to date and accurate and will have been cleared with the Telephone Preference Service within the 28 day period prior to being provided to Approach. The Customer agrees that it will promptly notify Approach of any changes to these contact details.

7.3 The Customer acknowledges and agrees that any personal data provided by the Customer will be processed by and on behalf of Approach for the purpose of the provision of the Services.

7.4 The Customer confirms to Approach that it has obtained the written consent of any relevant person to the processing of their personal data as set out in clause 7.3 and agrees that it will provide evidence of this written consent to Approach on request.

7.5 The Customer hereby indemnifies Approach against any loss, liability, cost, claim, damage or expense (including professional costs on an indemnity basis) which Approach may suffer directly or indirectly arising from a breach by the Customer of this clause 7.

8. INTELLECTUAL PROPERTY

8.1 All Intellectual Property created and used by Approach in providing the Services shall remain the absolute property of Approach.

8.2 The Customer is not granted any licence to use the Intellectual Property of Approach (including, without limitation, any content forming part of a website operated by Approach).

9. LIMITATION OF LIABILITY

9.1 This clause 9 sets out the entire financial liability of Approach (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Customer in respect of any breach of this Contract and any negligent act or omission of Approach in the course of the provision of the Services.



APPROACH SALES SERVICES LIMITED – TERMS AND CONDITIONS



- 9.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Contract.
- 9.3 Approach will not be responsible for any loss or damage suffered or incurred by the Customer as a result of any breach of the Customer's obligations under clause 7.
- 9.4 Subject to clause 9.2 and clause 9.5:
- 9.4.1 Approach shall not be liable for loss of profits; loss of business; loss of anticipated savings; loss of contract; or any special, indirect, consequential or pure economic loss; and
- 9.4.2 Approach's total liability in contract, tort, or otherwise arising in connection with the performance or contemplated performance of this Contract shall be limited to 100% of the fees paid to Approach by the Customer in respect of the Services.
- 9.5 Nothing in this agreement limits or excludes the liability of Approach for death or personal injury resulting from negligence or for any fraud or fraudulent misrepresentation by Approach.

10. NOTICES

- 10.1 Any notice shall be in writing sent by prepaid recorded delivery or registered post or by hand and shall be deemed to have been received by the addressee (i) within 72 hours after posting if sent by prepaid recorded delivery or registered post or (ii) upon receipt if delivered by hand (unless such receipt does not occur between 9:00 am and 5:00 pm on a working day in which case receipt shall be deemed to have occurred at 9:00 am on the next working day).
- 10.2 The Customer's address for service shall be the address set out in the Proposal Form or such other address as it notifies to Approach in accordance with clause 10.1 from time to time.
- 10.3 Approach's address for service shall be the address set out in paragraph 1.1 or such other address as it notifies to the Customer in accordance with clause 10.1 from time to time.

11. MISCELLANEOUS PROVISIONS

- 11.1 Approach may assign or transfer the benefit of this Contract to any other party.
- 11.2 The Customer may not assign or transfer the benefit of this contract to any other party.
- 11.3 Each party acknowledges that, in entering into this Contract, 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 as expressly set out in this Contract.
- 11.4 Nothing in clause 11.3 shall limit or exclude any liability for fraud.
- 11.5 If any provision of this Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

12. LAW AND JURISDICTION

- 12.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter shall be subject to and construed and interpreted according to the laws of England and Wales.
- 12.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.



APPROACH SALES SERVICES LIMITED – TERMS AND CONDITIONS



Please sign to confirm that you have read and fully understood the Approach Sales Services Ltd. terms and conditions. Be aware also, that under no circumstances will work begin until the terms and conditions have been returned to legal@approach-uk.com or faxed to: +44 (0)845 611 8426 and payment has cleared.

For:

Signed

Name:

Date: