

TERMS AND CONDITIONS OF SERVICE

1. Application

- 1.1 These Terms and Conditions shall apply to the provision of Services by the Service Provider to the Client.
- 1.2 In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Client or otherwise), the former shall prevail unless expressly otherwise agreed by the Service Provider in writing.

2. Definitions and Interpretation

- 2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Agreement”	means the agreement between the Service Provider and the Client which is subject to these Terms and Conditions;
“Business Day”	means a day (excluding Saturdays) on which banks generally are open for the transaction of normal banking business (other than solely for trading and settlement in Euros);
“Client”	means any individual, firm or corporate body (which expression shall, where the context so admits, include its successors and assigns) which purchases services from the Service Provider;
“Commencement Date”	means the date upon which the Client subscribes to the Services via the Website of the Service Provider or through such other method of instruction as the Service Provider may allow from time to time;
“Fees”	means the fees payable by the Client under Clause 4 in accordance with the Terms of Payment;
“Services”	means the services to be provided by the Service Provider to the Client as set out in Schedule ;
“Service Provider”	means ‘I Love to Love Limited’.
“ Term”	Means such period for which the Client shall subscribe in accordance with the package detailed in the schedule hereto
“Terms of Payment”	means the terms of payment of Fees as set out in the Agreement.

- 2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 2.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 2.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 2.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and any Schedules as amended or supplemented at the relevant time;
- 2.2.4 a Schedule is a schedule to these Terms and Conditions; and
- 2.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.
- 2.2.6 a “Party” or the “Parties” refer to the parties to these Terms and Conditions.
- 2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 2.4 Words imparting the singular number shall include the plural and vice versa.
- 2.5 References to any gender shall include the other gender.

3. The Services

- 3.1 With effect from the Commencement Date the Service Provider shall, in consideration of the Fees being paid in accordance with the Terms of Payment provide the Services to the Client.
- 3.2 The Service Provider will use reasonable care and skill to perform the Services.
- 3.3 The Service Provider shall use all reasonable endeavours to complete its obligations under the Agreement, but time will not be of the essence in the performance of these obligations.
- 3.4 The Client shall abide by the Website Terms and Conditions.

4. Fees

- 4.1 The Client agrees to pay the Fees in accordance with the Terms of Payment.
- 4.2 All sums payable by either Party pursuant to the Agreement are exclusive of any value added or other tax (except corporation tax) or other taxes on profit, for which that Party shall be additionally liable.

5. Payment

- 5.1 All payments required to be made pursuant to the Agreement by the Client shall be made upon subscription by such method of payment as shall be agreed by the Service Provider and Client.
- 5.2 The time of payment shall be of the essence. If the Client fails to make any payment on the due date then the Service Provider shall, without prejudice to

any right which the Service Provider may have pursuant to any statutory provision in force from time to time, have the right to charge the Client interest on a daily basis at an annual rate equal to the aggregate of 8% and the base rate of Barclays Bank plc from time to time on any sum due and not paid on the due date until such sum is received in full. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgement.

6. Variation and Amendments

If, due to circumstances beyond the Service Provider's control, it has to make any change in the arrangements relating to the provision of the Services it shall notify the Client as soon as is reasonably practicable. The Service Provider shall endeavour to keep such changes to a minimum and shall seek to offer the Client arrangements as close to the original as is reasonably possible in the circumstances.

7. Termination

The Service Provider may terminate the Agreement immediately if the Client breaches any of the Website terms and in such event shall not be entitled to receive reimbursement of any sums paid to the Service Provider.

8. Sub-Contracting

The Service Provider may Sub-contract the performance of any of its obligations under the Agreement without the prior written consent of the Client. Where the Service Provider sub-contracts the performance of any of its obligations under the Agreement to any person the sub-contracting Party shall not be responsible for any act or omission of the sub-contractor.

9. Liability

9.1 If the Service Provider fails to perform the Services with reasonable care and skill it will carry out remedial action at no extra cost to the Client.

9.2 The Service Provider shall not be liable to the Client or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the Service Provider's obligations if the delay or failure was due to any cause beyond the Service Provider's reasonable control.

10. Force Majeure

The Service Provider shall not be liable for any failure or delay in performing their obligations under the Agreement where such failure or delay results from any cause that is beyond their reasonable control. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Service Provider.

11. Waiver

11.1 No waiver by the Service Provider of any breach of the Agreement by the

Client shall be considered as a waiver of any subsequent breach of the same or any other provision. A waiver of any term, provision or condition of the Agreement shall be effective only if given in writing and signed by the waiving Party and then only in the instance and for the purpose for which the waiver is given.

- 11.2 No failure or delay on the part of any Party in exercising any right, power or privilege under the Agreement shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude, any other or further exercise of any other right, power or privilege.

12. **Severance**

The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and the Agreement, as appropriate). The remainder of these Terms and Conditions shall be valid and enforceable.

13. **Copyright**

The Service Provider reserves all copyright and any other rights (if any) which may subsist in the products of, or in connection with, the provision of the Services or facilities. The Service Provider reserves the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright.

14. **Notices**

- 14.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 14.2 Notices shall be deemed to have been duly given:
- 14.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
 - 14.2.2 when sent, if transmitted by fax or e-mail and a successful transmission report or return receipt is generated; or
 - 14.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
 - 14.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.
- in each case addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.
- 14.3 Service of any document for the purposes of any legal proceedings concerning or arising out of the Agreement shall be effected by either Party by causing such document to be delivered to the other Party at its registered or principal office, or to such other address as may be notified to one Party by the other Party in writing from time to time.

15. **Law and Jurisdiction**

- 15.1 These Terms and Conditions and the Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 15.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or the Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

SCHEDULE

SERVICES

The Services and Terms of Payment

The Service Provider shall provide the following Services in accordance with the Terms and Conditions, beginning on the Commencement Date for the period detailed below.

The Client shall pay the Fees in accordance with the Terms of Payment specified.

Option 1-FREE LISTING

We love everyone in Bramhall, so everyone gets a free basic listing, which includes:

- Business, service, or group name
- Telephone number
- Event venue (if applicable)

Your listing will be placed in the most relevant category.

Option 2-PAID FOR LISTING -£78 P/A

For as little as £1.50 per week, (just £78 a year), you can include your services and/or business to our site. Your listing includes:

- Business, service, or group name
- Telephone number
- Address
- Website
- Logo
- Email address
- Twitter, Facebook and LinkedIn profile links
- Up to 30 word description

A paid for listing is positioned in one agreed category.
12 months minimum contract, payable annually in advance.

Option 2a-SUPPLEMENTARY LISTINGS

For as little as £1 per week (that's just £52 a year) you have the option of advertising in an additional category. We have more than 30 categories to choose from...you decide.
12 month minimum contract, payable annually in advance.
Logo specifications as above

Option 3-ADVERT - £30 per week £120 PER MONTH

Adverts will be displayed on the first page of your chosen category.
You can design and supply the advert yourself. If you get stuck, ask us for assistance
3 month minimum term contract, payable in advance.
Adverts should be provided in jpeg format 300 wide x 250 pixels high, 72dpi.

HOME PAGE ADVERT - £50 per week £200.00 PER MONTH

This is a premium listing and there are will only ever be a maximum of 6 adverts included on iLoveBramhall.com homepage.
1 month minimum contract.
Homepage adverts (MPU's) should be supplied as jpegs or animated gifs 300 wide x 250 pixels high, 72dpi.

By placing an advert with iLoveBramhall.com you are bound by these terms and conditions.
I Love to Love Ltd, (trading as I Love Bramhall) and we reserve the right to amend and withdraw advertising without prior notice.
Our 2013 prices do not include VAT. We reserve the right to do so in the event of a change to our VAT status.