

Businessmagnet Ltd Terms and Conditions

Conditions

Please read the following conditions carefully as the conditions will form the basis of the contract for advertising on the Businessmagnet website.

- 1.0 The Contract
- 1.1 These Conditions set out the standard conditions for the provision of the Services to the exclusion of all other written or verbal representations, statements, understanding, negotiations, proposals or statements.
- 1.2 Except as expressly provided for in these Conditions no servant or agent of Businessmagnet has authority to agree any variation or addition to a Contract
- 2.0 Definitions
- 2.1 In these Conditions
 - 2.1.1 "Advertisement" means the advertisements agreed in writing at the time of sale.
 - 2.1.2 "Amendment" means a change either to the Advertisement content or to the Advertisement classification within a Directory.
 - 2.1.3 "Material" means image/graphic/Logo suitable for Businessmagnet's Ltd display purposes or that Logo displayed by Businessmagnet.
 - 2.1.4 "Conditions" means these standard conditions.
 - 2.1.5 "Confirmation of Advertisement" means a document that may be issued from time to time by Businessmagnet to confirm acceptance or cancellation of or Amendments or Order Changes to the Customer's application for the uploading of Advertisements.
 - 2.1.6 "Contract" means a contract between the Customer and Businessmagnet incorporating these Conditions.
 - 2.1.7 "Customer" means the person, company or other organisation named as Customer who or which wishes to order Services and who or which enters into a Contract with Businessmagnet for those Services.
 - 2.1.8 "Order Amendment" means a change either to the Advertisement body, Logo, details or the way the Advertisement is to appear.
 - 2.1.9 "Listing" Means the combined interpretation of the complete directory listings.
 - 2.1.10 "optimisation" means any act by or on behalf of Businessmagnet to further enhance the content of one or multiple adverts be it within or external to the main directory body.
 - 2.1.11 "Services" means the services to be performed in accordance with a Contract by Businessmagnet.
 - 2.1.12 "Businessmagnet" means Businessmagnet limited.
- 3.0 Commencement
- 3.1 Unless otherwise agreed or provided for by law or statute a Contract shall not come into existence until:
 - 3.1.1 An order by way of written communication has issued the commencement of Businessmagnet to publish an advert at the time of sale
- 4.0 Amendment and Cancellation
- 4.1 Amendment / Order change by Customer
 - 4.1.1 Save in the case of Special Advertisements the Customer may request an Amendment or an Order Change at any time during the course of contract. Some Advertisements may be restricted to any such alterations within a specified time period given by Businessmagnet from time to time outlined upon agreement.
 - 4.1.2 Requests for Amendments after the display of agreed advertisement should be made by the Customer or company in writing on its own business stationery to Businessmagnet at the stated address in section 12.2
 - 4.1.3 Businessmagnet will issue upon request to the Customer a note confirming details of the Amendment. The Customer should check the details carefully and should advise Businessmagnet immediately of any errors or omissions.
 - 4.1.4 The Customer may elect to telephone a request for an Amendment before the Final upload has commenced to Businessmagnet's Ltd Customer Helpdesk telephone number or to one of the dedicated e-mail addresses. In such event, Businessmagnet will not accept any liability for the accuracy of the requested Amendment and may decline to accept the Amendment over the telephone.
 - 4.1.5 Requests for an Order Change can only be considered by Businessmagnet if made in writing in accordance with the provisions of Condition 4.1.2. Each Order Change shall be made free of charge for and on the first occasion. After that chargeable to the Customer at the appropriate rates available upon request.
- 4.2 Cancellation by Customer
 - 4.2.1 Save for any statutory right the Customer shall not have the right to cancel an agreed order or contract.
 - 4.2.2 Cancellation of any agreed order shall attract an administration fee equal to that of the original advertisement cost.
 - 4.2.3 Businessmagnet may from time to time amend these Conditions by a document referring expressly to this Condition 4.3.1 and signed by a duly authorised signatory and Businessmagnet shall as soon as possible and in any event not less than 7 days before any such amendment is to take effect give written notice of such amendment to the Customer.
- 4.3 Cancellation by Businessmagnet
 - 4.3.1 Businessmagnet may (without prejudice to any other right or remedy) remove any Advertisement or refrain from proceeding with any other Advertisement ordered by the Customer and to refuse any further Advertisement so ordered without penalty and with immediate effect if the Customer
 - 4.3.1.1 fails to pay when due any sum payable under a Contract for advertising on the Businessmagnet web site.
 - 4.3.1.2 fails to observe or perform the Conditions of a Contract.
 - 4.3.2 Businessmagnet may cancel any Contract without penalty by giving not less than seven days notice to the Customer to expire at any time before the proposed uploading date of the advertisement concerned.
- 5.0 Charges and Payment
- 5.1 The charge for each Advertisement (or the total charge for a number of Advertisements) shall be that set out on the Customer invoice. If a reduction is shown in respect of a promotional offer and the Customer continues to meet all the terms of eligibility relating to that promotional offer then the charge shall be reduced by the amount shown but not otherwise.
- 5.2 Unless otherwise agreed in writing payment in full shall be made within 14 days of order date.
- 5.3 Businessmagnet Ltd reserves the right to charge 7% + base rate at time of claim for accounts more than 7 days overdue. An additional administration charge of 10% will be incurred for accounts more than 30 days overdue.
- 5.4 If the Customer fails to comply with any of the Conditions he shall nevertheless continue to be liable for all charges due and to become due.
- 6.0 Obligations of Customer
- 6.1 Materials to be provided
 - 6.1.1 Businessmagnet may request materials to complete the Advertisement. Such materials are to be of a quality suitable for Businessmagnet's use and to be delivered to a designated location in sufficient time to suit Businessmagnet's Terms. Businessmagnet does not undertake to return any materials supplied by the Customer without request.
 - 6.1.2 Businessmagnet shall not be obliged to complete any Advertisement for which the Customer has, failed to provide the materials either at the correct time or has provided materials of an unsuitable or unusable quality.
- 7.1 Advertisement Content
 - 7.1.1 The Customer shall comply in all respects with the provisions of any statutes including any regulations or orders made there under and any other obligations imposed by law including byelaws applicable to all Advertisements (including but without limitation the Trade Description Act 1968) the Surrogacy Arrangements Act 1985 and the Telecommunications Apparatus Advertisements Order 1985).
 - 7.1.2 Businessmagnet shall not be obliged to advertise an Advertisement or any part thereof which it considers in its sole discretion to be contrary to or infringe the terms of any legislative provision or the right or privilege of any person or which might mislead members of the public or which members of the public might find offensive prejudicial or inflammatory or is likely to subject Businessmagnet to prosecution criticism or embarrassment not with standing the existence of a Contract between the Customer and Businessmagnet.
 - 7.1.3 Businessmagnet reserves the right to delete any Proprietary Material from an Advertisement where it has reasonable grounds to believe that the owner or controller of such Proprietary Material has withheld or withdrawn permission for the Customer's use of the same. In these circumstances, deletion shall not be deemed to be a breach of Businessmagnet's obligations under a Contract.
- 8.0 Limitation of Liability
- 8.1 In the event of error in or omission from or of an Advertisement the Customer shall be entitled to a refund of such part (not exceeding the whole) of the charge for the Advertisement concerned as is fair and reasonable having regard to the nature of the error or omission
- 8.2 Except as stated above Businessmagnet will not accept any liability in respect of errors or omissions whether or not arising from negligence.
- 8.3 In any event in no circumstances shall Businessmagnet be liable in contract tort or otherwise for loss (whether direct or indirect) of profits business or anticipated savings or for any indirect or consequential loss whatever.
- 9.0 Layout of Advertisement and Directories
- 9.1 Unless the type of Advertisement requires otherwise Advertisements are generally arranged in a standard sequence under the classifications headings but final position is arranged at Businessmagnet's discretion to optimise web page layout unless an agreement between the customer and Businessmagnet has been made to do otherwise.
- 9.2 An Advertisement may at the sole discretion of Businessmagnet be completed at the contracted price in a different style or size of typeface from that requested by the Customer if the style or size of typeface specified does not conform with the typefaces used by Businessmagnet.
- 10.0 Indemnification
- The Customer shall keep Businessmagnet indemnified from and against all proceedings, claims, demands, damages fines, costs, expenses and charges taken made or awarded against Businessmagnet or its servants or agents arising out of or in connection with any Advertisement including actual alleged or inadvertent defamation passing off mis-description false trade description of goods and services offered error omission or infringement of copyright trade mark or service mark design right or privilege.
- 11.0 Warranty as to Trade Marks and other Intellectual Property Rights
- 11.1 The Customer confirms and warrants that he has been and is duly authorised by the owner to use or that he is the owner of all Proprietary Materials incorporated into Advertisements and all other matter incorporated therein which is protected by copyright or any other intellectual property rights.
- 12.0 Notices
- 12.1 The Customer's address for service shall be the address shown on the invoice as the Customer's address or an address notified to Businessmagnet by the Customer as an address to which bills may be sent.
- 12.2 Businessmagnet's address for service shall be Businessmagnet, Cromer House, Caxton way, Stevenage, Hertfordshire SG1 2DF.
- 13.0 The Contract shall be subject to and construed and interpreted in accordance with the laws of England.
- 14.0 Businessmagnet Ltd make no guarantees as to search engine placement for any product offered or sold. Any product sold with the intent to rank within search engines is sold on probability and or speculation, not certainty.
- 14.1 Any Businessmagnet page within any search engine may cease to appear at any time. Businessmagnet Ltd will not be liable for any loss of Business as a result of search engine changes, updates and or positioning.
- 15.0 Businessmagnet Ltd do not offer a monthly service on any product or advertising package. Any advertising contract entered into must be paid in full. In some instances the total payable balance may be paid by installments. Installments may not be cancelled. At any point installments are not paid, Businessmagnet Ltd reserve the right to request the full remaining balance.