

2011 Terms & Conditions - Conditions of Sale
for
Purchasing Card News Ltd, Card Payment Solutions Ltd & Purchase 2 Pay Ltd.
of
Castle Hill Farm Castle Mill Lane Ashley Altrincham Cheshire WA15 0RB
in respect of
Purchasing Card News - Purchasing Card NewsLink - The Purchasing & Card Payments
e-Payments Solutions Conferences "The Information Exchange" are all trading titles of :-
Purchasing Card News Ltd & Card Payment Solutions Ltd

- (a) These Terms & Conditions - Conditions of Sale shall govern the contracts between the supplier and the customer to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted or any such order is made or purported to be made by the customer.
- (b) These conditions override any differing conditions, which may appear on the Customer's Order Form or other document, and no variation to these conditions shall be binding unless agreed in writing between the Buyer and the Seller.

Advertising and Editorial Acceptance.

Orders for insertion of advertisements are accepted subject to the Standard Conditions agreed between the Newspaper Society and the Institute of Practitioners in Advertising save that the publisher does not accept liability for any loss or damage caused by:

- (a) Error, inaccuracy, or omission in the printing of an advertisement and or editorial.
- (b) Any failure to publish an advertisement on the date or dates specified by the advertiser (c) the publication of an advertisement on a date or dates other than the date specified by the advertiser, whether the actual date of publication be earlier or later than the date(s) specified (c) in respect of any loss or damage alleged to have arisen through delay in forwarding or omission to forward replies to the advertiser, however caused.

Additionally advertisements and editorial contained within are accepted on the condition that they may be carried on the Internet Services of a) Purchasing Card News web site (www.purchasingcardnews.co.uk) b) Card Payment Solutions web site (www.cardpaymentsolutions.co.uk) c) Purchasing Card NewsLink email bulletins and (d) Information Exchange Conference email bulletins and Conference literature.

The publisher also reserves the right to classify correctly any wrongly classified advertisement and editorial copy, edit or reject any objectionable wording, or reject an advertisement or editorial in its entirety.

Although every advertisement and editorial is carefully checked, occasionally mistakes do occur. Therefore, advertisers and/or their Agents are asked to check their advertisement or editorial copy carefully before forwarding to the publisher and to inform the publisher immediately of any errors prior to publication.

The publisher cannot accept responsibility for any inaccuracies contained within files supplied and or accepted electronically.

No redress will be granted in the case of typographical/reproduction or minor changes that do not affect the value of the editorial or advertisement.

The receipt of an order, verbal awaiting confirmation or receipt of a purchase order will be deemed an acceptance of these conditions.

General Terms & Conditions.

1. Cost Variation Quotations or Estimates are based upon the supplier's current costs and are subject to amendments on or after acceptance at any time to meet any rise or fall in such costs.

2. Tax Except in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so, the supplier reserves the right to charge where applicable the amount of any value added tax payable whether or not included on the estimates or invoice.

3. Preliminary Work All work produced at the customer's request, whether experimental or otherwise will be charged for.

4. Poor Copy The supplier reserves the right to charge for additional work involved where copy supplied is not clear or legible.

5. Proof Work Corrections on or after first proof, including alterations in style, type or layout, shall be charged extra. Proofs of all work may be submitted for customer's approval and no responsibility or liability will be accepted for any errors in proofs not corrected by customer in proofs so submitted.

6. Retention of Title Property in any goods detailed in this document shall remain with the supplier until the supplier has received the whole price for such goods. Risk in such goods shall pass to the customer on delivery to it or its agents.

7. Delivery and Payment Unless agreement is made to the contrary and is recorded on the face of this document, goods and services will be delivered when completed to the customers address as set out in this document and payment shall be made against delivery. A charge may be made to cover extra costs involved for delivery to a different address. Should expedited delivery be agreed an extra charge might be incurred and charged to the customer? Should work be suspended at the request of, or delayed through any default of the customer for a period of thirty days, the supplier shall then be entitled to payment for work already carried out, materials and services specially ordered and other additional costs including storage charges. In the event any amount payable by the customer to the supplier is improperly delayed the supplier may without prejudice to any other right: -

- a) Charge the customer interest at a rate of two per cent above the base rate current at the Royal Bank of Scotland.
- b) By giving notice to the customer in writing suspend the performance of any order still to be completed and
- c) By further notice to the customer terminate any order still to be completed.

8. Terms of Payment The customer shall pay for the price of the services and goods supplied by the supplier to the customer within 14 days of the date of the supplier's invoice, notwithstanding that delivery may not have taken place and the property and the goods may not have passed to the customer. The time of payment of the price shall be of the essence of the contract and if the customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the supplier the supplier shall be entitled to remedies specified in clause 7

9. Claims Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to the supplier and the carrier within three clear days of delivery (or in the case of non-delivery within 28 days of despatch of the goods) and any claim in respect thereof must be made in writing to the supplier and the carrier within seven clear days of delivery (or in the case of non-delivery within 42 days of despatch). All other claims must be made in writing to the supplier within 28 days of delivery.

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No liability will be accepted unless the aforementioned requirements have been complied with except in any particular case where the customer proves that: -

- a) It was not possible to comply with requirements
- b) Advice where required was given and a claim made as soon as reasonably possible.

10. Personalisation and Fulfilment Terms

- a) All Quotations of the supplier are prepared on the basis that materials supplied by the customer will be in accordance with specifications for such materials and all quotations are based on volumes given by the customer to the supplier. All quoted prices are subject to sight of data specifications, samples, final quantities and scheduled details. All prices quoted are valid for 30 days only after which the supplier, unless they are confirmed, may alter time, without giving notice to the customer.
- b) All instructions to the supplier should be confirmed in writing by the customer with the exact details and a purchase order provided.
- c) The supplier reserves the right to make an appropriate charge for waiting time or overtime that may be required to meet the customers mailing date.
- d) Within 14 days of completion of the mailing, original data and all spare materials will be returned by the supplier to the customer by a suitable method at the customer's expense, or must be collected by the customer.
- e) All items which are required to be personalised by the supplier must be delivered to the supplier in boxes clearly labelled with the quantity and identity of their contents accompanied by accurate delivery notes. The supplier, upon their request, will make all delivery addresses available to the customer at least 48 hours before delivery.
- g) All postage costs are extra, charged direct to the customer's own Post Office/Postage account, or (by special arrangement) in full prior to mailing. All carriage charges are in addition to quoted prices.

11. Advertising Where the supplier is contracted to insert the customer's advertising material in any of its third party mailings or to print the customer's advertising material the following conditions apply: -

- a) Any advertising material supplied by the customer must be delivered to the designated address by the time stated in the supplier's Acknowledgement of Order and must be within the specification stated thereon. Any deviation from this may result in a loss of revenue to the supplier and in such cases the loss will be charged to the customer.
- b) Any advertising material that the customer may require the supplier to insert in or print on a third party mailing or stationery shall be submitted for the approval of the third party by the time stated on the Acknowledgement of Order. Any deviation from this may result in a loss of revenue to the supplier should the content of the advertising be ultimately rejected by the third party in which case the supplier shall charge such loss of revenue to the customer.
- c) Any quantities quoted by the supplier for the issue of advertising material can only be approximate and the customer will be charged for overs or unders accordingly. Where insufficient advertising material is supplied by the customer the full quantity will be invoiced up to that originally quoted.

12. Conferences

Conference Sponsorship Information Exchange Annual Payments Conference 2010

The supplier will provide the goods and services as outlined in the conference sole sponsorship proposal agreement.

In the event the of the sole conference sponsor informing the supplier in writing wishing to cancel their conference sponsorship the following terms will apply: -

- a) Cancellation of their sponsorship within three months of the agreement date or invoice date or prior to their conference sponsorship being promoted through the supplier's electronic and printed media channels, the sponsor has the right to claim a 50% refund of the supplier's total invoiced amount.
- b) Notification of cancellation by the sole conference sponsor received by the supplier there after will not entitle the sponsor to any a refund of the suppliers total invoiced amount.
- c) In the event of cancellation of sole conference sponsorship as described in points a) & b) the supplier reserves the right to offer the conference sole sponsorship to other interested parties.

Conference Presentation, Exhibition Trade Stands & Promotional Opportunities and Options.

The supplier will provide the goods and services as outlined in the conference proposal agreement detailed in the Conference Guidance Notes and Costs for Payments Solution Providers customers exhibiting, presenting and taking up promotional opportunities at the annual Purchasing Card Payments & e-Payments Solutions Conference 2011/12.

In the event of the customer informing the supplier in writing, wishing to cancel their conference participations for exhibiting, presenting or taking up other conference promotional opportunities the following terms will apply: -

- a) The customer will not be entitled to a refund of monies received by the supplier for exhibiting, presenting or taking up other promotional opportunities after the supplier has promoted the customer conference participations promoted through the suppliers electronic and printed media channels.
- b) The supplier reserves the right to change the conference agenda details and venue without prior notice.

Conference delegates cancelling six weeks prior, or more before the conference date will be entitled to a 50% refund of monies received by the supplier. Cancellations received thereafter will not be entitled to a refund. Delegates can be substituted at anytime prior to the event. Notification of cancellations/substitutions must be received in writing or email to :- info@purchasingcardnews.co.uk
The conference agenda details and venue may be subject to change without prior notice.

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13. Liability

- a) The supplier shall not be liable for indirect loss or third party claims occasioned by delay in completing the work or for any loss to the customer arising from delay in transit.
- b) In the event of defective workmanship for any reason including negligence, the supplier's liability (if any) shall be limited to rectifying such defect.

14. Illegal Matter The supplier shall not be required to publish, print or carry on their Internet Service any matter, which in their opinion is of an illegal or libellous nature.

15. Customers Property This shall be the customer's responsibility. When supplied, customer's property will be held at the customer's risk. A reasonable charge shall be made for the storage of any customer's property left with the supplier either before receipt of the order, or after notification to the customer of the completion of the work.

16. Force Majeure The supplier shall be under no liability if he shall be unable to carry out the provisions of the Contract for reasons beyond his control including (without limiting the foregoing) act of God, legislation, war, fire, flood, drought, strikes, lockouts, or other action taken by employees or sub contractors in contemplation or furtherance of a dispute or by reason of any inability to procure materials required for the performance of the Contract. The customer may by written notice to the supplier elect to terminate the contract during the continuance of such a contingency and pay for work done and materials used to such date, but subject to this provision shall otherwise accept delivery, publication and distribution when available.

17. Insolvency If any customer ceases to pay his debts in the ordinary course of business, or fails to pay his debts as they become due, or being a Company is deemed to be unable to pay its debts, or has a winding up petition issued against it, or being a person commits an act of bankruptcy or has a Bankruptcy Petition issued against him, the supplier without prejudice to any other remedies shall: -

- a) Be entitled to charge for work already carried out with the right not to proceed further with the contract or any other work for the customer and further to charge for any materials or services purchased by him for the customer, such charge to be an immediate debt due to him.
- b) In respect of all unpaid debts due from the customer, the supplier shall be entitled to a general lien on all goods and property in his possession whether worked on or not and on the expiration of fourteen days notice the supplier shall be entitled to dispose of such goods or property in such manner and at such price as he thinks fit and to apply the proceeds towards such debts of the customer to him.

18. Law These conditions and all other express terms of the contract shall be governed and construed in accordance with the Laws of England and the European Union. Terms & Conditions-Conditions of Sale revised January 2006.

Card Payment Solutions Ltd – Purchasing Card News Ltd 1st January 2011

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