



## **TERMS AND CONDITIONS**

### **Please read all these terms and conditions.**

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these Terms and Conditions to make sure that they contain all that you want and nothing that you are not happy with.

### **Application**

1. These Terms and Conditions will apply to the purchase of Services offered and agreed by you (the **Customer** or **you**) with us. We are The Yorkshire Marketing Company, with email address: hello@theyorkshiremarketingcompany.co.uk; (the **Supplier** or **us** or **we**).
2. These are the terms on which we sell all Services to you. By ordering any of the Services, you agree to be bound by these Terms and Conditions. You can only purchase the Services and Services from the Website if you are eligible to enter into a contract and are at least 18 years old.

### **Interpretation**

3. **Customer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
4. **Contract** means the legally binding agreement between you and us for the supply of the Services;
5. **Services Location** means the Supplier's premises or other location where the Services are to be supplied, as set out in the Order;
6. **Durable Medium** means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored;
7. **Services** means any services, products, courses, workshops and seminars advertised that we supply to you, of the number and description as set out in the Order;
8. **Order** means the Customer's order for the Services from the Supplier;



9. **Privacy Policy** means the terms which set out how we will deal with confidential and personal information received from you;
10. **Website** means our website <https://www.theyorkshiremarketingcompany.co.uk> on which the Services are advertised.

### **Services**

11. The description of the Services is as set out in the Website, social media platforms or other forms of marketing and advertisements for services offered. Any description is for illustrative purposes only and the provision of any services supplied may be negligibly different.
12. In the case of Services and any Services made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
13. All Services which appear are subject to availability. The Yorkshire Marketing Company may, from time to time, alter or amend the services it provides either with or without notice to you.
14. We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

### **Customer Responsibilities**

15. You must co-operate with us in all matters relating to the Services, provide us and our authorised employees and representatives with access to any premises under your control as required, provide us with all information required to perform the Services and obtain any necessary licenses and consents (unless otherwise agreed).
16. Failure to comply with the above is a Customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.

### **Personal Information and Registration**

17. When registering to use the Website you may be required to set up a username and password. You remain responsible for all actions taken under the chosen username and password and undertake not to disclose your username and password to anyone else and keep them secret.
18. We retain and use all information strictly under the Privacy Policy.
19. We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this.



### **Basis of Sale (Website)**

20. The description of the Services and any Services on our website does not constitute a contractual offer to sell the Services. When an Order has been submitted on the Website, we can reject it for any reason, although we will try to tell you the reason without delay.
21. The Order process is set out on the Website. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.

### **Basis of Sale (Other Means)**

22. A Contract will be formed for any Services ordered only when you receive an email from us confirming the Order (**Order Confirmation**). You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order, you agree to us giving you confirmation of the Contract by means of an email with all information in it (i.e. the Order Confirmation). You will receive the Order Confirmation within a reasonable time after making the Contract, but in any event not later than the delivery of any Services supplied under the Contract, and before performance begins of any of the Services.
23. Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 30 days from its date, unless we expressly withdraw it at an earlier time.
24. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
25. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate for you and which might, in some respects, be better for you, e.g. by giving you rights as a business.

### **Fees and Payment**

26. The fees (**Fees**) for the Services, the price of any Services (if not included in the Fees) and any additional delivery or other charges is that set out at the date we accept the Order or such other price as we may agree in writing. Prices for Services may be calculated on a fixed price or on a standard daily rate basis.
27. Fees and charges may include VAT at the rate applicable at the time of the Order.
28. You must pay by submitting your credit or debit card details with your Website Order and we can take payment immediately or otherwise before delivery of the Services.
29. Unless otherwise stated or agreed in writing, additional work will be charged.



## **Risk and Title**

30. Risk of damage to, or loss of, any Services will pass to you when the Services are delivered to you.
31. You do not own the Services until we have received payment in full, including delivery charges. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the Services still owned by you, in which case you must return them or allow us to collect them.
32. Ownership of the Services cannot be shared or bought as a consortium or group. Purchases are on an individual basis only. In the event that we receive evidence of products being shared or purchased on a group basis, we will cancel all access to all products with immediate effect for the individuals concerned, with NO refund.

## **Payment (Website)**

33. The price of the Services and our delivery charges will be as quoted on our website, except in cases of obvious error.
34. Services prices and delivery charges are liable to change at any time, but changes will not affect orders in respect of those where we have already sent an Order Confirmation.
35. It is always possible that, despite our best efforts, some of the Services listed on our website may be incorrectly priced. We will normally verify prices as part of our Order Confirmation procedures. If the correct price of a Service is higher than the price stated on our website, we will normally, at our discretion, either contact you for instructions or reject your order and notify you of such rejection.
36. We are under no obligation to provide any Service to you at the incorrect (lower) price, even after we have sent you an Order Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as an error.
37. If we agree with you that you may pay for a Service in instalments, then each instalment must be paid by its due date (as notified by us to you).
38. If you fail to make any payment due to us by the due date for payment then, without limiting our other remedies, we may:
  - i. charge you interest on the overdue amount at the rate of 4% per annum above the current base rate. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You shall pay the interest immediately on demand;
  - ii. charge any reasonable debt collection costs incurred in pursuing the debt, such costs to be payable by you on demand;



- iii. refuse you entry to any Service (whether or not your booking on any such Service was a free bonus place for which you did not pay a specific fee);
- iv. refuse to provide you with any Service materials; and/or
- v. refuse to provide you with any Services that you have ordered from us, whether or not you have paid for them.

### **Payment (Other Means)**

- 39. We will charge you for the Services at the rate stated in writing and for the Services provided. (the "Payment").
- 40. Unless otherwise agreed, expressly stated and evidenced by signatory within the attached schedule, the Client will be invoiced every month.
- 41. Unless otherwise agreed, expressly stated and evidenced by signatory within the attached schedule, invoices submitted by us to you are due within 14 days of receipt.
- 42. The Payment as stated in this Agreement does not include Value Added Tax. Any Value Added Tax required will be charged to the Client in addition to the Payment.
- 43. In this Agreement for the supply of Services, the cancellation period will expire 14 days from the day the Contract was entered into.
- 44. To exercise the right to cancel, you must inform us of your decision to cancel this Agreement by a clear statement setting out your decision (e.g. a letter sent by post or email).
- 45. Except as set out below, if you cancel this Contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).
- 46. Where a Service is supplied (being part of the Service) before the end of the cancellation period in response to your express request to do so, you must pay an amount for the supply of the service for the period for which it is supplied, ending with the time when we are informed of your decision to cancel the Agreement. This amount is in proportion to what has been supplied in comparison with the full coverage of the Contract. This amount is to be calculated on the basis of the total price agreed in the Contract or calculated by comparing prices for equivalent services supplied by other traders. You will bear no cost for supply of that service, in full or in part, in this cancellation period if that service is not supplied in response to such a request.



### **Conformity and Guarantee**

47. We have a legal duty to supply the Services in conformity with the Contract and will not have conformed if it does not meet the following obligation.

Upon delivery, the Services will:

- i. be of satisfactory quality;
- ii. be reasonably fit for any particular purpose for which you buy the Services which, before the Contract is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and
- iii. conform to their description.

48. It is not a failure to conform if the failure has its origin in your materials.

49. We will supply the Services with reasonable skill and care.

50. We will immediately, or within a reasonable time, give you the benefit of the free guarantee given by the manufacturer of the Services. Details of the guarantee, including the name and address of the manufacturer, the duration and territorial scope of the guarantee, are set out in the manufacturer's guarantee supplied with the Services. This guarantee will take effect at the time the Services are delivered and will not reduce your legal rights.

51. In relation to the Services, anything we say or write to you, or anything someone else says or writes to you on our behalf, about us or about the Services, is a term of the Contract (which we must comply with) if you take it into account when deciding to enter this Contract, or when making any decision about the Services after entering into this Contract. Anything you take into account is subject to anything that qualified it and was said or written to you by us or on behalf of us on the same occasion, and any change to it that has been expressly agreed between us (before entering this Contract or later).

### **Duration, Termination and Suspension**

52. Digital products do not fall within the 'cooling off' 7 day period required under UK Law. If you have an issue with a product you have purchased, please email [hello@theyorkshiremarketingcompany.co.uk](mailto:hello@theyorkshiremarketingcompany.co.uk) and we will respond within 48 working hours.

53. The Contract continues as long as it takes us to perform the Services.

54. Either you or we may terminate the Contract or suspend the Services at any time by a written notice of termination or suspension to the other if that other:

- i. commits a serious breach, or series of breaches resulting in a serious breach, of the Contract and the breach either cannot be fixed or is not fixed within 30 days of the written notice; or
- ii. is subject to any step towards its bankruptcy or liquidation.

55. On termination of the Contract for any reason, any of our respective remaining rights and liabilities will not be affected.



### **Refunds (Website)**

56. Digital products do not fall within the 7 day 'cooling off' period required by UK Law.
57. If you change your mind after the purchase of a Service, you are not entitled to a refund. We look at all cases on an individual basis, please email [hello@theyorkshiremarketingcompany.co.uk](mailto:hello@theyorkshiremarketingcompany.co.uk) and we will reply to you within 48 working hours.
58. We may close Facebook groups, remove individuals from Facebook groups and refuse membership to Facebook groups at our discretion and without notice. Facebook groups are free bonuses and do not constitute a paid element of a Service.

### **Notices**

59. All notices given by you to The Yorkshire Marketing Company must be given to us at [hello@theyorkshiremarketingcompany.co.uk](mailto:hello@theyorkshiremarketingcompany.co.uk).
60. We may give notice to you by e-mail address you provide to us when placing an Order.
61. Notice will be deemed received by you and properly served on you immediately when posted on our Website, or 24 hours after an e-mail is sent to you. In proving the service of any notice, it will be sufficient to prove, in the case of an e-mail, that such e-mail was sent to the specified email address of the addressee.

### **Warranty**

62. We warrant to you that:
  - i. any Product purchased from us will, on delivery, conform in all material respects with its description, be of satisfactory quality, and be reasonably fit for all the purposes for which products of that kind are commonly supplied; and
  - ii. we will perform our obligations under the Contract with reasonable care and skill.
63. All other conditions, warranties or other terms which might have effect between you and The Yorkshire Marketing Company or be implied or incorporated, whether by statute, common law or otherwise, are hereby excluded to the fullest extent allowed by applicable law.

### **Transfer of Rights & Obligations**

64. The contract between you and The Yorkshire Marketing Company is binding on you and us and on our respective successors and assignees.
65. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.



66. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time.

### **Successors and Our Sub-Contractors**

67. A Supplier will be liable for the acts of any sub-contractors who it chooses to help perform its duties.

### **Circumstances Beyond the Control of Either Party**

68. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).
69. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- i. strikes, lock-outs or other industrial action;
  - ii. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
  - iii. fire, explosion, storm, flood, earthquake, subsidence, pandemic, epidemic or other natural disaster;
  - iv. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
  - v. impossibility of the use of public or private telecommunications networks; and
  - vi. the acts, decrees, legislation, regulations or restrictions of any government.
70. Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period.
71. In the event of any failure by a party because of something beyond its reasonable control:
- i. the party will advise the other party as soon as reasonably practicable; and
  - ii. the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery (and the right to cancel below).
  - iii. The Yorkshire Marketing Company hereby excludes itself, its directors and agents from: - all and any liability for loss or damage caused by any inaccuracy; omission; delay or error, whether the result of negligence or other cause in the production of the product or service; all and any liability for loss or damage to clients artwork/photos, supplied for the related service. Immaterial to whether the loss or damage results from negligence or otherwise.





- iv. The Yorkshire Marketing Company shall use all reasonable endeavors to deliver services relating to social media marketing, content sharing, blogging and user engagement in accordance with the guidelines applicable to the relevant websites and social media platforms. However, The Yorkshire Marketing Company shall not be liable for delays or deteriorating performance due to changes made to standard terms, algorithms, account functionality, account availability, search results, viewing policy, prices or other matters beyond The Yorkshire Marketing Company's control, and reserves the right to make changes to services as a result of the same. In addition, The Yorkshire Marketing Company shall not be liable for other changes or discontinuation of social media platforms' services or third-party services.
- v. The Yorkshire Marketing Company shall not be liable for services that lead to certain volume of traffic, number of clicks, likes, follows, registrations, purchases or the lack thereof.

## Privacy

72. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.
73. These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy ([www.theyorkshiremarketingcompany.co.uk/privacy](http://www.theyorkshiremarketingcompany.co.uk/privacy)) and cookies policy ([www.theyorkshiremarketingcompany.co.uk/cookies](http://www.theyorkshiremarketingcompany.co.uk/cookies)).
74. For the purposes of these Terms and Conditions:
  - i. 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the Directive 95/46/EC (Data Protection Directive) or the GDPR.
  - ii. 'GDPR' means the General Data Protection Regulation (EU) 2016/679.
  - iii. 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.
75. We are a Data Controller of the Personal Data we Process in providing the Services and Services to you.
76. Where you supply Personal Data to us so we can provide Services and Services to you, and we Process that Personal Data in the course of providing the Services and Services to you, we will comply with our obligations imposed by the Data Protection Laws:
  - i. before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
  - ii. we will only Process Personal Data for the purposes identified;
  - iii. we will respect your rights in relation to your Personal Data; and
  - iv. we will implement technical and organisational measures to ensure your Personal Data is secure.



77. For any enquiries or complaints regarding data privacy, you can contact the General Manager at the following e-mail address: [hello@theyorkshiremarketingcompany.co.uk](mailto:hello@theyorkshiremarketingcompany.co.uk).

### **Written Communications**

78. Applicable laws require that some of the information or communications we send to you should be in writing. You accept that communication with us may be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

### **Excluding Liability and Indemnity**

79. The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (e.g. loss of profit) to your business, trade, craft or profession which would not be suffered by a Consumer - because we believe you are not buying the Services and Services wholly or mainly for your business, trade, craft or profession.
80. Without prejudice to any other rights which The Yorkshire Marketing Company may have against the client, the client shall indemnify The Yorkshire Marketing Company against any loss or expenses sustained by reason of breach of this contract and any actions, proceedings, claims or demands in any way connected with this contract brought on by or threatened against The Yorkshire Marketing Company by a third party which are caused by or arise from any action of The Yorkshire Marketing Company carried out pursuant to the instructions of the client. The client shall indemnify The Yorkshire Marketing Company against any actions, proceedings, claims or demands in any way connected with this contract brought or threatened against The Yorkshire Marketing Company by a third party which are caused by or arise from any act or default of The Yorkshire Marketing Company carried out pursuant to the instructions of the client.
81. Nothing in these terms of supply excludes or limits our liability for:
- i. death or personal injury caused by our negligence;
  - ii. fraud or fraudulent misrepresentation; or
  - iii. any other matter for which it would be unlawful for us to exclude or attempt to exclude our liability.



82. Our maximum aggregate liability in respect of any claim arising out of any Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total sum paid for the particular Product and/or Event giving rise to the claim.
83. We will not be liable in contract, tort (including negligence), breach of statutory duty or otherwise for losses that fall into any of the following categories:
- i. loss of income or revenue;
  - ii. loss of business;
  - iii. loss of profits;
  - iv. loss of anticipated savings;
  - v. loss of data;
  - vi. loss of goodwill;
  - vii. loss of contract;
  - viii. waste of management or office time; or
  - ix. any special, indirect, consequential or pure economic loss which arises out of or in connection with these terms of supply even if we had been advised of the possibility of such loss.
84. We shall have no liability for any failure or delay in the performance of any of our obligations where any such failure or delay is due to any act or omission by you or any third party.
85. You assume sole responsibility for the selection, suitability and use of any Services or Products purchased by you.

### **Governing Law, Jurisdiction and Complaints**

86. The Contract (including any non-contractual matters) is governed by the law of England and Wales.
87. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.
88. We try to avoid any dispute, so we deal with complaints as follows: Should a dispute arise, complaints can be made by contacting [hello@theyorkshiremarketingcompany.co.uk](mailto:hello@theyorkshiremarketingcompany.co.uk) and we will aim to resolve your query within 5 working days.



## **Intellectual Property Rights**

89. All intellectual property rights (including but not limited to copyright) in all Services and Product materials at all times belong to and shall remain vested in The Yorkshire Marketing Company and neither you nor any other person shall obtain any intellectual property rights or any other interest, right or title whatsoever in or to any Services or Product materials or any part thereof save as otherwise expressly granted under these terms of supply.
90. If you purchase a Services or Product for which we provide you the Service or Product materials, we hereby grant you a non-transferable, non-exclusive license to use those materials strictly for the purpose of participating in the relevant Service and for your own educational, non-commercial purposes.
91. You shall ensure that such Service or Product materials are only made available to and accessed by you and you must not make available, copy, reproduce, disseminate, retransmit, sub-license, distribute, sell, publish, broadcast or otherwise supply in any medium and in any manner any such materials (or any part of them) to any third party.
92. Copyright: It is the client's obligation to ensure that any material being used in the specific product or service chosen, either by The Yorkshire Marketing Company or directly by the client, is not in breach of copyright. The Yorkshire Marketing Company accepts no responsibility for the client's actions in either uploading material to any authorised webpage, or to any other webpage on any server on the World Wide Web.
93. Any service, concept, idea, design, programming, and/or "look and feel" remain the property of The Yorkshire Marketing Company, until settlement of any, and all, outstanding amounts with regard to that service, concept, idea, design, programming and/or "look and feels", once all accounts have been settled shall be the property of the client. Any further use of The Yorkshire Marketing Company's services, concepts, ideas, designs, programming, and/or "look and feels" in any other format, or media other than the quoted format, will be subject to negotiation, and any agreement will be made in writing between The Yorkshire Marketing Company and the client.
94. The signing of the quote or placing an order by the client or other person/agency on behalf of the client, constitutes a guarantee that all necessary permissions have been obtained by the client in respect of the artwork, designs, photographs etc., for use in the service or product from The Yorkshire Marketing Company. The client must indemnify The Yorkshire Marketing Company in respect of all actions; proceedings; costs; demands and claims from any such breach.

## **Waiver**

95. If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms of supply, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.



- 96. A waiver by us of any default will not constitute a waiver of any subsequent default.
- 97. No waiver by us of any of these terms of supply will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

### **Severability**

- 98. If any of these terms of supply or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

### **Entire Agreement**

- 99. These terms of supply and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.
- 100. We each acknowledge that, in entering into a Contract, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not expressly set out in these terms of supply.
- 101. Each of us agrees that our only liability in respect of those representations and warranties that are expressly set out in these terms of supply (whether made innocently or negligently) will be for breach of contract.
- 102. Nothing in this clause limits or excludes any liability for fraud.

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