

### **1. Scope**

These Standard Terms apply to the supply of all products and services by Jordans Limited except software products, unless we otherwise agree in writing.

### **2. Agency**

We accept orders and instructions only on the basis that those instructing us do so as principals and are liable directly to us for payment of our account.

### **3. Use of third party contractors**

We may, as your agent, directly or through an intermediary ask another contractor ("Third Party Contractor") to carry out some or all of any work which you instruct us to carry out for you. We shall pay the charges of Third Party Contractors on your behalf and recharge them to you with our own fees. We will take all reasonable care in selecting and instructing a Third Party Contractor. However, we have no control over the activities of a Third Party Contractor and therefore accept no responsibility for the services provided to you by that Third Party Contractor or for any errors or omissions in its work or products.

### **4. Adequacy of instructions**

We provide services only on the basis that those instructing us give us all proper, necessary and timely instructions, authority and information (including the execution of all documents required) to enable us to undertake lawfully and effectively the business instructed, and that those instructing us indemnify us accordingly.

### **5. Printing and publication**

We accept material for printing and/or publication on the basis that those submitting the material are responsible for ensuring it is free from defamatory matter and does not infringe copyright or any other third party rights, and that those instructing us indemnify us accordingly.

### **6. Third party reliance**

Our services, including search reports and information services, are provided solely for the use of our client and that client's own client on whose behalf the work has been commissioned and shall not be used or relied upon by any other third party.

### **7. Delivery of products and services**

Products are delivered using first class post, fax or email (as appropriate), unless otherwise stated. Where you request an alternative method of delivery, you must meet those costs. Services are provided using reasonable skill and care.

The description and price of goods and services and delivery details will be provided in the confirmation of order and/or invoice despatched with the product or service. Products and services will be provided in accordance with the timescales set out in the Consumer Protection (Distance Selling) Regulations 2000 unless otherwise agreed with you.

### **8. Payment**

We may require cash payment in advance before providing any goods or services. Where we have agreed credit terms for you our invoices are due for payment 30 days from their date. We reserve the right to charge for costs and expenses incurred in recovering late payments, and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.

### **9. Search and other reports**

We accept no responsibility for the accuracy of any part of any search or other reports where it is apparent that it is not derived from information in a public register, or for any inaccuracy, omission or other error in any public register upon which our search or report is based.

### **10. Non completion of services**

Where you instruct us to undertake any service, you will be responsible for our costs in providing that service whether or not it proceeds to its conclusion.

### **11. Right to cancel**

Under the terms of the Consumer Protection (Distance Selling) Regulations 2000 you may have the right to cancel the contract between us within 7 working days of the day after the date on which you receive any product from us or the date on which the contract for the provision of services is concluded. This right to cancel does not apply to products which have been personalised or made or supplied to your specifications or to services once performance of those services has started with your approval.

Where we provide a product to you, if you cancel you must return the product to us, at your own cost, in its original condition.

### **12. Liability**

Except in respect of claims for death or personal injury resulting from negligence or as otherwise prohibited by law, our liability for loss or damage (direct, indirect or consequential) including all loss of profit or business arising out of any single claim, event, or series of related claims or events (including claims based on negligence) shall not exceed £1,000,000.

### **13. Data protection**

Jordans will use personal information which we hold about you to provide our services and products to you, for credit control and market research purposes and to inform you about our services and products, legal developments and training sessions or events which we believe may be of interest to you. We may share your personal information with other companies in our group, including our overseas offices (full details of which are available on our website [www.jordans-international.co.uk](http://www.jordans-international.co.uk)), for any of the above purposes

In order to provide services to you we may be required to pass your personal information to parties located outside of the European Economic Area in countries which do not have data protection laws equivalent to those in the UK. Where this is the case we will take reasonable steps to ensure the privacy of your information. Except in the situations listed above or as required or allowed by law or other regulation, we will not pass, disclose, rent or sell your personal information (other than any personal information which is already publicly available and which is incorporated into our search products) to any third party without your prior consent.

If you do not wish to receive information from us please write to the Head of Marketing, Jordans Limited, 21 St Thomas Street, Bristol BS1 6JS marking the envelope 'Data Protection'.

You have the right, by written request and on payment of a small fee, to a copy of any personal data (as defined in the Data Protection Act 1998) which we hold about you.

### **14. Due diligence**

In certain circumstances we are required by law to collect evidence of identity from our clients. If you fail to supply any due diligence which we request we will be unable to provide services to you.

### **15. Customer services**

If you are unhappy with any aspect of our service, please contact the Head of Marketing at 21 St Thomas Street, Bristol BS1 6JS. Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.

### **16. Changes to Standard Terms**

We reserve the right to make changes to these Standard Terms from time to time.

### **17. Jurisdiction**

Contracts between us will be concluded in the English language and our relationship with you will be governed by English law and will be subject to the exclusive jurisdiction of the English courts.

**Jordans Limited**

**21 St Thomas Street, Bristol BS1 6JS**

**Registered in England No. 865285 : VAT No GB 137 4442 71**