



## **Pay Per Appointment Terms and Conditions**

# CONTENTS

---

## CLAUSE

1. <i>About us</i>	1
2. <i>Our contract with you</i>	1
3. <i>Placing an order and its acceptance</i>	1
4. <i>Our services</i>	2
5. <i>Your obligations</i>	3
6. <i>Charges</i>	4
7. <i>How to pay</i>	5
8. <i>Complaints</i>	5
9. <i>Intellectual property rights</i>	5
10. <i>How we may use your personal information</i>	5
11. <i>Limitation of liability</i>	6
12. <i>Confidentiality</i>	6
13. <i>Termination, consequences of termination and survival</i>	7
14. <i>Events outside our control</i>	8
15. <i>Non-solicitation</i>	8
16. <i>Communications between us</i>	8
17. <i>General</i>	9

## AGREED TERMS

### 1. About us

- 1.1 **Company details.** Griffin Media Developments Ltd t/a Pay Per Appointment (company number 12642498) (**we and us**) is a company registered in England and Wales and our registered office is at Endeavour House Wrest Park, Silsoe, Bedford, England, MK45 4HS, which is also our main trading address. Our VAT number is GB469479817. We operate the website <https://payperappointment.co.uk/>.
- 1.2 **Contacting us.** To contact us, telephone your Campaign Manager at +442030028097 or email us at [joe@payperappointment.co.uk](mailto:joe@payperappointment.co.uk). How to give us formal notice of any matter under the Contract is set out in 16.2.

### 2. Our contract with you

- 2.1 **Our contract.** These terms and conditions (**Terms**) apply to the order by you and supply of Services by us to you (**Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- 2.3 **Language.** These Terms and the Contract are made only in the English language.
- 2.4 **Your copy.** You should print off a copy of these Terms [or save them to your computer] for future reference.

### 3. Placing an order and its acceptance

- 3.1 **Placing your order.** Please follow the onscreen prompts to place your order. You may only submit an order using the method set out on the website or via a link provided to you by one of our representatives. Each order is an offer by you to buy the services specified in the order (**Services**) subject to these Terms.
- 3.2 **Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.
- 3.3 **Acknowledging receipt of your order.** After you place your order, you will receive an email or payment confirmation from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in 3.4.

- 3.4 **Accepting your order.** If you have not previously purchased any of our Services, our acceptance of your order takes place when we send you an invitation to join us on an onboarding call, otherwise our acceptance of your order takes place when we send you an email receipt or paid invoice (**Order Confirmation**), at which point and on which date (**Commencement Date**) the Contract between you and us will come into existence. The Contract will relate only to those Services confirmed in the Order Confirmation.
- 3.5 **If we cannot accept your order.** If upon receiving your order we determine that we are unable to supply you with the Services for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Services, we will refund you the full amount.
4. **Our services**
- 4.1 **Descriptions and illustrations.** Any descriptions or illustrations on our site are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force.
- 4.2 **Compliance with specification.** Subject to our right to amend the specification (see 4.3) we will supply the Services to you in accordance with the specification for the Services appearing on our website at the date of your order in all material respects, unless otherwise agreed with one of our authorised representatives in which case variations in terms will be clarified to you in writing via email.
- 4.3 **Changes to specification.** We reserve the right to amend the specification of the Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services, and we may notify you in advance of any such amendment.
- 4.4 **Reasonable care and skill.** We warrant to you that the Services will be provided using reasonable care and skill.
- 4.5 **Time for performance.** We will use all reasonable endeavours to meet any performance dates specified in the Order Confirmation, but any such dates are estimates only and failure to perform the Services by such dates will not give you the right to terminate the Contract. Notably if you have not previously purchased any of our Services, you can reasonably expect a two to four week warming period prior to us being able to deliver visible results from our Services, however this estimated period may be shorter or longer and will be communicated to you upon acceptance of your order and on an ongoing basis thereafter should there be a variation in this estimate.
- 4.6 **Guarantees.** Due to the complex nature of our Services, we are unable to make any guarantees as to the timing of when we will have delivered all and any of the Services which form part of these terms and conditions. However, we will endeavour to provide our Services to you in the shortest possible time frame whilst exercising reasonable care and skill per 4.4. We do not promote any guarantees on our website or as part of any of our marketing material, pitch decks or other materials produced by us.

## 5. Your obligations

### 5.1 It is your responsibility to ensure that:

- (a) the terms of your order are complete and accurate;
- (b) you cooperate with us in all matters relating to the Services in a prompt manner;
- (c) you provide us with such information and materials we may reasonably require in order to supply the Services such as but not limited to information about your Ideal Customer Profile, additional information about your service beyond that obtained on your initial onboarding call and employee email addresses, and ensure that such information is complete and accurate in all material respects;
- (d) you consider all the information presented to you when determining if any of the appointment ready leads we generate (which form part of the Services we will provide you as part of this agreement) meets the qualification criteria mutually agreed on as part of the onboarding process, and you accordingly accept or decline the Services;
- (e) you obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

### 5.2 If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in 5.1 (**Your Default**):

- (a) we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the Contract under 13 (Termination);
- (b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and
- (c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

## 6. Charges

### 6.1 In consideration of us providing the Services you must pay our charges (**Charges**) in accordance with this 6.

### 6.2 The Charges are the prices quoted on our site at the time you submit your order or as otherwise agreed with an authorised Company representative.

### 6.3 If you wish to change the scope of the Services after we accept your order, and we agree to such change, we will modify the Charges accordingly.

### 6.4 We take all reasonable care to ensure that the prices stated for the Services are correct at the time when the relevant information was entered into the system. However, please see 6.7 for what happens if we discover an error in the price of the Services you ordered.

- 6.5 Our Charges may change from time to time, but changes will not affect any order you have already placed.
- 6.6 Our Charges are exclusive of VAT. Where VAT is payable in respect of some or all of the Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Charges.
- 6.7 It is always possible that, despite our best efforts, some of the Services on our site may be incorrectly priced. Where the correct price for the Services is less than the price stated on our site, we will charge the lower amount. If the correct price for the Services is higher than the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Services at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. However, if we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Services and refund you any sums you have paid.

## **7. How to pay**

- 7.1 Payment for the Services is in advance. We will take your payment upon acceptance of your order.
- 7.2 You can pay for the Services using a debit card or credit card. We accept the following cards: Visa, Mastercard, American Express, Discover, Diners Club and China UnionPay. By paying via either debit card or credit card, you grant us the right to retain these card details on our payment processing platform to enable us to collect payment against future purchases or other charges on your behalf related to the Services provided to you. We will notify you electronically whenever a payment is taken on your behalf. You have the right to withdraw consent at any time for your debit card or credit card details to be retained and utilised in this manner.
- Should you be unable to pay via a debit card or credit card, please contact us to agree on an alternative payment option.
- 7.3 We will send you an electronic invoice within five working days of the beginning of the month following payment. For any failed or cancelled payments, a £20 administration fee will be levied.
- 7.4 If you fail to make a payment under the Contract by the due date, then, without limiting our remedies under 13 (Termination), you will have to pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this 7.4 will accrue each day at 5% a year above the Bank of England's base rate from time to time, but at 5% a year for any period when that base rate is below 0%.

7.5 We shall each pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **8. Complaints**

If a problem arises or you are dissatisfied with the Services, please contact your Campaign Manager at the following email address: [joe@payperappointment.co.uk](mailto:joe@payperappointment.co.uk).

## **9. Intellectual property rights**

9.1 All intellectual property rights in or arising out of or in connection with the Services other than intellectual property rights in any materials provided by you) will be owned by us.

## **10. How we may use your personal information**

10.1 We will use any personal information you provide to us to:

- (a) provide the Services;
- (b) process your payment for the Services; and
- (c) inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.

10.2 We will process your personal information in accordance with the requirements of The Data Protection Act 2018, and EU GDPR regulations where applicable.

## **11. Limitation of liability**

11.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

11.2 Subject to 11.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) any indirect or consequential loss.

- 11.3 Subject to 11.1, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to £1,000 of the total Charges paid under the Contract.
- 11.4 We have given commitments as to compliance of the Services with the relevant specification in 4.2. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 11.5 Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire two months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 11.6 This 11 will survive termination of the Contract.

## **12. Confidentiality**

- 12.1 We each undertake that we will not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by 12.2.
- 12.2 We each may disclose the other's confidential information:
- (a) to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising our respective rights or carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this 12; and
  - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

## **13. Termination, consequences of termination and survival**

- 13.1 **Termination.** Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if:
- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within seven days of you being notified in writing to do so;
  - (b) you fail to pay any amount due under the Contract on the due date for payment;
  - (c) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors



(other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

- (d) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- (e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

**13.2 Consequences of termination.** Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.

**13.3 Survival.** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

#### **14. Events outside our control**

**14.1** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

**14.2** If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.

**14.3** You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 14 days. To cancel please contact us. If you opt to cancel we will refund the price you have paid, less the charges reasonably and actually incurred us by in performing the Services up to the date of the occurrence of the Event Outside Our Control.

#### **15. Non-solicitation**

You must not attempt to procure services that are competitive with the Services from any of our directors, employees or consultants, whether as an employee or on a freelance basis, during the period that we are providing the Services to you and for a period of six months following termination of the Contract.

## **16. Communications between us**

- 16.1 When we refer to "in writing" in these Terms, this includes email.
- 16.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.
- 16.3 A notice or other communication is deemed to have been received:
- (a) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;
  - (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
  - (c) if sent by email, at 09:00 the next working day after transmission.
- 16.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
- 16.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

## **17. General**

### **17.1 Assignment and transfer**

- (a) We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you in writing or by posting on this webpage if this happens.
- (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

17.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

17.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

17.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

17.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

- 17.6 **Age Restriction:** You warrant that you are at least 18 years of age and may legally agree to this agreement. We assume no responsibility or liability for any misrepresentation of your age.
- 17.7 **Governing law and jurisdiction.** The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.