

Words4Business

Terms and Conditions

By accessing the Site, supplying us with Materials, or entering into an Agreement you agree to the Conditions so please read them carefully. If you do not agree with the Conditions do not use the Site.

1 Definitions

“Agreement” means a legally binding contract which comes into existence on the Conditions for the Duration (if any) when you place an Order and W4B accepts it

“Conditions” means these terms and conditions which regulate all dealings (including your visits to the Site and any Agreement, as the case may be) between you and us

“Content” includes articles, brochures, information sheets, legal news, library material, newsletters, website content and any other material which W4B has the right to supply and which is displayed from time to time on the Site in various combinations with regard to Price, Duration (if any) and Content and which W4B may deliver in various formats, including by email, Word files, or RSS feed (generally, but not necessarily using the ‘www.legalrss.co.uk’ web platform)

“Duration” means, in relation to an Agreement for the supply of Content over time, the period agreed by W4B and you for such supply of Content continuing as agreed or until the earlier of service of a Break Notice or Termination of the Agreement as provided for in the Agreement

“Materials” includes text, photographs, graphics, video or audio

“Order” means any order placed by you for the purchase of Content for the Duration (if any) at the Price and which W4B is entitled (but not obliged) to accept

“Price” means the price payable by you for Content pursuant to the Agreement in accordance with the terms of the relevant Order

“Site” means <http://www.words4business.com>, or www.legalrss.co.uk or www.bestpracticeonline.com or any of them according to context

“Supplier” means a person who supplies Materials to W4B

“Break Notice” means a notice to end an Agreement where at their will either party at any time gives immediate written notice to the other to end the Agreement

“Third Parties” means third parties accessible via links on the Site who may deliver services and products to you. Third Parties may include companies associated with W4B.

“Trade Marks” means the trade marks, names and logos owned by W4B being “words4business” and “W4B”

“W4B” means Best Practice Online Limited t/a words4business of 9 Howell Road, Exeter, Devon EX4 4LG and their lawful assigns and successors in title

“You” means a person visiting the Site or who is party to an Agreement with W4B on the Conditions

2 Interpretation

In the Agreement unless otherwise specified:

- 2.1 reference to a person includes any person, individual, company, firm, corporation, government or agency of a government or local authority, or any undertaking whether or not having separate legal personality
- 2.2 words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders
- 2.3 “includes” and “including” shall mean including without limitation.

3 W4B’s obligations

- 3.1 You may visit the Site, browse the Site and its pages and/or visit the websites of Third Parties via links on the Site. Where you place an

Order with W4B and where W4B accepts the Order (which it is not bound to do) an Agreement comes into existence on the Conditions.

- 3.2 On the Agreement coming into existence, and subject to you complying with your obligation to pay the Price, W4B agrees to use their best endeavours to deliver the Content to you in accordance with the Order and for the Duration (if any) and W4B grants you a non-exclusive right and licence (with no right to assign or transfer the licence or to sub-licence) to receive, copy, store, use, distribute, display, communicate, transmit and promote the Content on or through your website and other marketing materials solely for the purpose of marketing and promoting your business
- 3.3 For the avoidance of doubt W4B reserves all rights to publish the Content themselves and to license other persons to publish the Content

4 Your obligations

- 4.1 On the Agreement coming into existence you must pay the Price to W4B in accordance with the terms of the Order
- 4.2 You may use the Content for your business marketing purposes only and for no other purpose whatsoever, and you must not resell the Content or any part of it in any way or supply it to any other person for any purpose save with W4B's express written consent (which consent may be given or withheld by W4B entirely in their own discretion)
- 4.3 You must review the Content and form your own judgment as to its accuracy, efficacy and validity prior to using it in your own marketing materials
- 4.4 On Termination of the Agreement you must pay any monies then outstanding and owed to W4B

5 Suppliers obligations

Where W4B purchases Materials from a Supplier, the Supplier grants W4B a non-exclusive irrevocable licence to modify and use the same in any way W4B sees fit in the creation and delivery of Content, and copyright in the Materials is transferred to and vests legally, beneficially and absolutely in W4B

6 Warranties

- 6.1 W4B warrants that:
 - 6.1.1 They own or are licensed to grant you a licence of the Content
 - 6.1.2 They use their reasonable commercial endeavours to ensure the accuracy of the Content but give no warranties and make no representation express or implied, statutory or otherwise regarding the accuracy, quality or completeness of the Content or its fitness for any purpose and W4B excludes any liability relating to it

- 6.1.3 By entering into an Agreement they do not breach any other agreement to which they are party
- 6.2 W4B accepts no responsibility for any errors, omissions or inaccurate information on the Site
- 6.3 W4B gives no warranty nor any representation that access to the Site or any part of it will be uninterrupted, reliable or fault free, and W4B reserves the right to take the Site down from time to time for routine maintenance
- 6.4 W4B gives no warranty in relation to any communications or dealings you have or agreements you make with Third Parties, such agreements being a matter between you and such Third Parties. If you use any of the links on the Site and which enable you to deal with Third Parties you must obtain their terms and conditions and deal directly with them, and W4B does not accept any liability for loss, damage, expense, costs or other liability whatsoever incurred by you in connection with any dealings you have with Third Parties
- 6.5 Notwithstanding any other provision the Conditions do not exclude any warranties or other statutory rights that cannot be excluded under applicable local law
- 6.6 You warrant that:
 - 6.6.1 Your marketing activities do not infringe or breach any other agreement to which you are party
 - 6.6.2 Your marketing activities do not infringe the intellectual property rights of any third party
 - 6.6.3 you have adequate information technology facilities to be able to receive and use the Content in the format in which W4B delivers it from time to time
- 6.7 Suppliers warrant that:
 - 6.7.1 They own or are entitled to grant licence to W4B to use Materials without restriction for the creation of Content
 - 6.7.2 They have the consent of anyone identifiable in the Materials to licence the Materials to W4B
 - 6.7.3 All Materials are original, accurate, not defamatory, and do not infringe any laws of England, Wales or worldwide

7 Liability

- 7.1 Notwithstanding any other provision in the Conditions W4B's liability to you for death or injury resulting from their own negligence or that of their employees, agents or sub-contractors is not limited
- 7.2 W4B's entire liability to you in respect of any breach of their contractual obligations, any breach of warranty, any representation, statement or tortious act or omission including negligence arising

under or in connection with the Agreement is limited to the Price of the Agreement

- 7.3 W4B is not liable to you for any indirect or consequential loss you may suffer even if the loss is reasonably foreseeable or W4B has been advised of the possibility of you incurring it

8 **Indemnity**

You hereby indemnify and hold W4B harmless from and against any and all liabilities, losses, damages, costs and expenses in relation to any claims or actions brought against W4B (including, any claim in contract, tort or for defamation, obscenity or breach of privacy) based on or resulting from any breach by you of the terms of the Agreement.

9 **General**

9.1 **Assignment**

In our sole and absolute discretion, we may assign our rights under a Agreement to any person. You are not entitled to assign, transfer or otherwise pass title to or any interest in a Agreement or any licence thereunder to any person.

9.2 **Breaking an Agreement**

Where an Agreement is continuing, either party may end it on serving a Break Notice which must be in writing and which may be given at any time provided that all pre-existing obligations at the date of receipt of the said Break Notice must be performed

9.3 **Changes**

In their sole discretion W4B may change the Conditions at any time by posting a change notice or new Conditions on the Site. Please check the Conditions regularly because your continued use of the Site after such changes have been constitutes your acceptance of the Conditions in their changed state. For the avoidance of doubt, and save that this does not affect any then existing Subscription Agreement, W4B may change the Price at which Content may be purchased on the Site

9.4 **Copyright**

Copyright in the Site, the Conditions, all designs, logos and all Content belongs to W4B and save as provided in the Conditions you are not entitled to reproduce the same

9.5 **Entire Agreement**

The Conditions and the Agreement embody and sets forth the entire agreement and understanding of the parties and supersede all prior oral or written agreements, understandings or arrangements relating to the subject matter of the Agreement. Neither party is entitled to rely on any agreement, understanding or arrangement that is not expressly set forth in the Agreement save for any representation made

fraudulently. The Agreement may be varied only by a document signed by both of the parties

9.6 **Headings**

The headings in the Conditions are for convenience only and do not affect the interpretation or construction of the Conditions or the Agreement

9.7 **Interest**

Where you are late in paying the Price or any part of it which is due then W4B is entitled to charge interest on the outstanding sum at three per cent (3%) per annum (calculated on a daily basis) above Lloyds TSB Bank Plc base rate from time to time in force until payment

9.8 **Invalidity**

If any provision of the Agreement is held to be void or declared illegal, invalid or unenforceable for any reason whatsoever, that provision is severable from the Agreement and shall be deemed to be deleted from the Agreement and the validity of the remaining provisions is not affected

9.9 **Jurisdiction**

The Conditions, Agreement and any dispute or issue arising out of it or them or relating to them is governed by and construed in accordance with the laws of England and Wales

9.10 **Notices**

Any notice, demand or other communication given or made under or in connection with the matters contemplated by the Agreement shall be in writing and shall be sent by email to the last known email address of the intended recipient, or by post to the last known address of the intended recipient

9.11 **Other websites**

These Conditions apply to the use of the websites at www.bestpracticeonline.com and www.legalrss.co.uk which are also owned by Best Practice Online Limited

9.12 **Refunds**

We confirm that if, and regardless of the reason why, you decide that you do not wish to use Content comprising an article only, then provided you notify us within one month of receipt of the Content, we will refund the Price (or if it is then unpaid we will release you from your payment obligation in respect thereof).

9.13 **Relationship of parties**

Nothing in the Agreement and no action taken by the parties pursuant to the Agreement shall constitute, or be deemed to constitute, the parties a partnership, association, joint venture, the agents of each other or any other co-operative entity

9.14 **Remedies**

The rights and remedies provided for by the Agreement are cumulative with and not exclusive of any rights or remedies provided by law

9.15 Termination

If you fail to make any payment due to W4B on the date due for payment or if you breach any of your other obligations under the Agreement W4B may terminate the Agreement with immediate effect by giving you notice of such termination, in which case all W4B's obligations cease, provided always that you remain liable to pay the Price

9.16 Third party rights

The Contracts (Rights of Third Parties) Act 1999 does not apply to the Agreement and no person other than the parties to the Agreement has any rights under it, nor shall it be enforceable under that Act by any person other than the parties to it

9.17 Trade Marks

Best Practice Online Limited are the proprietors of the registered trade marks "words4business" and "W4B" and save as provided in the Conditions you are not entitled to use the same in any way

9.18 Waiver

No failure or delay on the part of any party in exercising any right, power or privilege under the Agreement shall operate as a waiver of it, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise of it or the exercise of any other right, power or privilege

9.19 VAT

Where W4B is registered for Value Added Tax ("VAT"), the Price is exclusive of VAT which is added to the Price by W4B