



Unique Prospects Intl Ltd., North East Business & Innovation Centre (BIC), Wearfield, Enterprise Park East,  
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### **Unique Prospects Intl Limited, Terms and Conditions**

we, Unique Prospects Intl Limited, supply data to you only on the following conditions:

1. The prices we quote do not include value added tax. This will be added at the appropriate rate.
2. The prices we quote do not include any taxes and/or duties outside the United Kingdom. You are responsible for these.
3. The prices we quote can be amended by a reasonable amount if:
  - 3.1 our costs rise;
  - 3.2 you amend your instructions after we start work; or
  - 3.3 you ask for expedited delivery.
4. Your acceptance of our quotation or estimate does not create a binding contract between us until we accept your order in writing.
5. Unless we agree otherwise in writing, you will pay any deposit set out overleaf when confirming your order.
- 5.1 Unique Prospects Intl Ltd must view a sample of the proposed mailing piece prior to data being supplied. Data will not be supplied until the mailing piece has been viewed and approved by our database syndicate members.
6. We aim to supply the data on the date set out overleaf. We are not liable for any delay outside our reasonable control.
7. The data is at your risk from the time of despatch and you will indemnify us against any loss.
8. The data is at your risk from the time when it is delivered, whether you are there to receive it or not.
9. You should ensure that the data matches the description given overleaf as soon as it arrives. We are not liable for any shortages or defects unless you tell us in writing within 14 days of delivery.
- 9.1 Any data reported to us as defective must be accompanied by a full report of your findings. This must include records that are claimed to be defective and a full explanation as to why the record is believed to be defective. If a sufficient number of records are supplied then we will carry out an investigation into the reported findings.
10. You must follow the instructions which we supply. If you do not, you will indemnify us against any claim.
11. If we ask you to return defective data, you will do so and we will refund the reasonable cost of returning it (if any).
12. If the data does not match the description given overleaf ("defective") and you tell us in writing within 14 days of delivery, we will
  - 12.1 credit you for the cost of any defective data when you return it;
  - 12.2 replace the defective data as soon as practicable after you return it; or
  - 12.3 pay you reasonable compensation;  
at your option (if you are "dealing as a consumer" as defined in section 12 of the Unfair Contract Terms Act 1977) or at our option (in all other cases).
13. If death or personal injury is caused by our negligence we will indemnify you. Otherwise our liability is limited to the guarantee in the preceding clause.
14. In respect of any other loss:
  - 14.1 we are not liable;
  - 14.2 you will indemnify us against it; and
  - 14.3 you will insure against it.
15. In respect of any consequential loss:

- 15.1 we are not liable;
- 15.2 you will indemnify us against it; and
- 15.3 you will insure against it.
16. Our total liability will not exceed the total price you paid us for the relevant data.
17. Our normal prices reflect these limitations on liability in our standard terms. If you ask, we are prepared to negotiate other provisions, but this will increase our price.
18. Unless we agree otherwise in writing, we will require pre payment on all orders.
19. In cases where we do offer credit terms if you do not pay us on the due date, you will pay:
  - 19.1 interest on the outstanding balance at the rate applicable to judgment debts (both before and after any court judgment); and
  - 19.2 £5 plus value added tax for each reminder letter, fax, phone call and statement.
20. Anything we supply still belongs to us until you pay everything you owe us. If you do not pay by the due date, we can enter your premises to reclaim anything we have supplied and we will not be liable for any damage.
21. Until you pay everything you owe us you shall not be entitled to sell transfer lease charge assign by way of security or otherwise deal in or encumber anything we supply and the relationship between us in respect of anything we supply including any proceeds of sale or other consideration shall be a fiduciary one.
22. If you fail to pay us everything you owe us or any of the following events occurs we shall have the right (without prejudice to any other legal remedies we may have) to enter your premises to reclaim anything we have supplied and we will not be liable for any damage. Those events are:
  - 22.1 if you shall become insolvent by reason of your inability to pay your debts as they fall due; or
  - 22.2 you enter into liquidation whether voluntarily or compulsorily other than for the purposes of a reconstruction or amalgamation; or
  - 22.3 you make any arrangement or composition with your creditors; or
  - 22.4 you have a receiver appointed of all or any part of your assets or you take or suffer any similar action in consequence of a debt;
23. If in breach of condition 21 you sell any data we supply prior to having paid us everything you owe us then any proceeds of the sale in respect thereof and all rights arising under or in respect of said sale shall be held (in the case of the proceeds of sale in a separate account) by you as trustee for us.
24. Any variation of these conditions is invalid unless we accept it in writing, and these conditions prevail over any you seek to impose.
25. If you are "dealing as a consumer" as defined in section 12 of the Unfair Contract Terms Act 1977, these conditions do not exclude or restrict liability for breach of any obligation arising from sections 13 to 15 of the Sale of Goods Act 1979.
26. If any of these conditions is held to be invalid or unenforceable, that will not affect the validity and enforceability of the rest.
27. Our rights will not be affected by any relaxation, forbearance, indulgence or waiver in enforcing these conditions.
28. Our dealings with you are governed by English law and come within the jurisdiction of the English courts.

