



## UK-Parties Terms & Conditions of Service

### Incorporating Privacy and Cookie Policies

The following document applies only to **members** of uk-parties.co.uk – i.e. those who advertise on the website.

#### INTRODUCTION

“uk-parties.co.uk” (“**UK-Parties**”, “**we**”, “**our**”) is a trading name of VectisVibe, of 30 Craigmore Road, PA20 9LB UK email admin@uk-parties.co.uk. This information is provided in accordance with the Electronic Commerce (EC Directive) Regulations 2002.

<https://www.uk-parties.co.uk> is the internet uniform resource locator (“**URL**”) for a website advertising the third party services of event and entertainment providers in the UK. **UK-Parties** acts as an introduction service only, linking entertainment suppliers (“**members**”) with other third parties seeking entertainment services (“**users**”). **UK-Parties** does not act in the capacity of agent and no commission is charged. Any contractual relationships established as a result of introductions made via **UK-Parties** are strictly between third parties.

Membership of **UK-Parties** is at the discretion of VectisVibe at all times.

#### **Members (“You”, “Your”) agree to the following statement and terms & conditions.**

We also operate a number of other celebration and entertainment related websites onto which **your** details may optionally be placed and the purpose of doing so is to drive traffic to **your UK-Parties** advertisement and to **our** quote request process. These websites carry their own Terms & Conditions of Service.

#### SECTION ONE – Membership Entitlement

##### 1. All members

**Your** membership is a listing on **UK-Parties** and for access to an online tool (“**Dashboard**”) with which to maintain the listing content (“**account**”, “**profile**”). **You** may advertise in as many geographic areas and service categories as you like however **we** reserve the right to limit or

highlight the display of advertisements to those members that are geographically closer to the enquirer.

**We** will alert you via email and your **dashboard** to enquiries (“**leads**”) placed by website visitors looking for services that you tell us you offer in the areas you tell us you cover. Access to the full details of each **lead** including enquirer contact details incur a charge. A system of “**credits**” is in operation and **leads** will be individually costed. You may choose to spend **credits** for access to **lead** details. You can top up **credits** at any time via the **dashboard** in various quantities.

**You** agree that VectisVibe shall not be liable for any losses or damages (including without limitation consequential loss or damage) whatsoever from the use of, or reliance on, the **UK-Parties** website and any other websites in the VectisVibe portfolio on which **your** details may be published, or from the use of the internet generally. Any links provided to other websites do not constitute an endorsement or an approval by VectisVibe of any products, services, policies or opinions of the organisation or individual. **You** subsequently confirm **your** understanding that **your** participation in the **UK-Parties** website and any other websites in the VectisVibe portfolio on which **your** details may be published is entirely optional and can be rescinded by **you** at any time or by **us** at any time without prior notice or consideration).

#### 4. Sponsored Advertising (“Postcode Banners”)

**You** agree that access to this optional facility is provided at **our** discretion.

**We** offer additional on-page advertising opportunities which members may optionally pay for. All are offered on a first-come, first-served basis on a month-by-month sponsorship and can be pre-booked up to two years in advance. When purchasing sponsored advertising, **you** acknowledge the following:

- *Postcode Banners* allow a 468x60 GIF image to be displayed on the majority of **UK-Parties** web pages which feature event services or venues in the postcode area being sponsored, with a link to an external URL, with or without the HTML “nofollow” rule assigned. Separate acceptability criteria are published for these graphics. **We** may, at **our** discretion, extend the publication of postcode banners to other relevant websites in **our** portfolio.

## SECTION TWO – Member Code of Conduct

The purpose of the Code of Conduct is to require all members of **UK-Parties** to share a common commitment through a statement of ethical practices to promote the highest possible standards of professional conduct.

**You** agree to:

- Comply with all relevant laws, codes and regulations in the undertaking of **your** business
- Protect the public against fraud and unfair trade practices
- Present all product and service marketing honestly without misrepresentation, plagiarism or “passing off”

- Hold all licences which are legally required
- Provide a safe working environment for all staff and employees
- Conduct **yourself** in a proper manner, so as not to bring **UK-Parties** into disrepute
- Maintain confidentiality with regards to information provided in good faith by **UK-Parties** and relevant legislation
- Provide proper, fair and reasonable service to customers and prospective customers
- Comply with all fair and reasonable contractual obligations
- Recognise that other members may compete for business within lawful practice
- Provide clear information to customers and prospective customers if operating as an entertainment or employment agency

Compliance with this Code of Conduct is a condition of **UK-Parties** membership and does not represent or limit the entire scope of acceptable behaviour.

## SECTION THREE – General Terms and Conditions

### 1. Your relationship with VectisVibe

- 1.1 **Your** use of VectisVibe provided software, services and web sites (“**Service(s)**”), excluding any services provided to **you** by VectisVibe under a separate written agreement, is subject to the terms of a legal agreement between **you** and VectisVibe, summarised below.
- 1.2 Unless otherwise agreed in writing with VectisVibe, **your** agreement with VectisVibe will always include, at a minimum, the terms and conditions set out in this document (the “**Terms**”).
- 1.3 The **Terms** form a legally binding agreement between **you** and VectisVibe in relation to **your** use of the **Services**. It is important that **you** take the time to read them carefully.

### 2 Acceptance of the **Terms**

- 2.1 In order to use the **Services**, **you** must firstly agree to the **Terms**. **You** may not use the **Services** if **you** do not accept the **Terms**.
- 2.2 **You** can accept the **Terms** by:
- 2.2.1 agreeing to the **Terms** in the user interface for any **Service**; or
  - 2.2.2 paying a subscription renewal fee to extend membership; or
  - 2.2.3 by actually using the **Services**. In this case, **you** understand and agree that VectisVibe will treat **your** use of the **Services** as acceptance of the **Terms** from that point onwards.
- 2.3 **You** may not use the **Services** and may not accept the **Terms** if (a) **you** are not of legal age to form a binding contract with VectisVibe, or (b) **you** are a person barred from receiving the **Services** under the laws of the United Kingdom or other countries including the country in which **you** are resident or from which **you** use the **Services**.

### 3 Language

3.1 VectisVibe offers all of its **Services** in the English language only.

### 4 Provision of **Services** by VectisVibe

4.1 VectisVibe is constantly innovating in order to provide the best possible experience for its users. **You** acknowledge and agree that the form and nature of the **Services** that VectisVibe provides may change from time to time without prior notice to **you**.

4.2 As part of this continuing innovation, **you** acknowledge and agree that VectisVibe may stop (permanently or temporarily) providing the **Services** (or any features within the **Services**) to **you** generally at VectisVibe's sole discretion, without prior notice to **you**.

4.3 **You** may stop using the **Services** at any time. **You** do not need to specifically inform VectisVibe when **you** stop using the **Services**.

4.4 **You** acknowledge and agree that if VectisVibe disables access to **your account**, **you** may be prevented from accessing the **Services**, **your account** details or any other content that is contained in your **account**.

4.5 **You** acknowledge and agree that while VectisVibe may not currently have set a fixed upper limit on the number of transmissions **you** may send or receive through the **Services** or on the amount of storage space used for the provision of any **service**, or the level of support required by **you** as a user of the **service**, such fixed upper limits may be set by VectisVibe at any time, at VectisVibe's discretion.

4.6 **You** acknowledge and agree that membership of any of VectisVibe's **services** and inclusion on any advertising platforms **we** operate are entirely at the discretion of VectisVibe at all times. Acceptance of membership or advertising content from **you** is not a guarantee that a future renewal will also be accepted, and VectisVibe may, at any time, choose to revoke membership or advertising provision without explanation.

4.7 **You** accept that all **services** provided by VectisVibe are on a 'best endeavours' basis and that any service level indicators shown are estimates only and cannot be relied upon.

4.8 **You** accept that official support for the **UK-Parties** platform is only available via **our** online support platform during published office hours, and that telephone support is not provided. **You** accept that **we** may monitor the level of support dependency and may suspend, curtail or withdraw any or all of **our** services should **we** consider this to be too high.

4.9 **You** agree that on occasion VectisVibe may need to temporarily suspend or curtail **services**. Wherever possible **we** will give at least two weeks' notice of planned suspensions or

curtailments, however this will not always be feasible especially where a suspension or curtailment is caused by reasons outside **our** control.

## 5 Use of **Services** by you

- 5.1 In order to access certain **Services**, **you** may be required to provide information about yourself (such as identification or contact details) as part of **your** continued use of the **Services**. **You** agree that any such information **you** give to VectisVibe will always be accurate, correct and up to date.
- 5.2 **You** agree to use the **Services** only for purposes that are permitted by (a) the **Terms** and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United Kingdom or other relevant countries).
- 5.3 **You** agree not to access (or attempt to access) any of the **Services** by any means other than through the interface that is provided by VectisVibe, unless **you** have been specifically allowed to do so in a separate agreement with VectisVibe.
- 5.4 **You** agree that **you** will not engage in any activity that interferes with or disrupts the **Services** (or the servers and networks which are connected to the **Services**).
- 5.5 Unless **you** have been specifically permitted to do so in a separate agreement with VectisVibe, **you** agree that **you** will not reproduce, duplicate, copy, sell, trade or resell the **Services** or any third party work received as a result of using the **Services** for any purpose.
- 5.6 **You** agree that **you** are solely responsible for (and that VectisVibe has no responsibility to **you** or to any third party for) any breach of **your** obligations under the **Terms** and for the consequences (including any loss or damage which VectisVibe may suffer) of any such breach.
- 5.7 Specifically, in relation to **leads** provided through **UK-Parties** where third party personal details may be shared, **you** agree that **you** will NOT further distribute the details of the **lead** outside of your own organisation.
- 5.8 **You** acknowledge that the use of **UK-Parties** for anti-competitive practices (for example, price checking competitors by placing bogus quote requests) is strictly prohibited and may result in account suspension or termination at the VectisVibe's discretion.
- 5.9 Should **you** have (or develop during **your** membership) a temporary or permanent disability that prevents typical use of a computer display, keyboard and mouse or similar input device, for example limited vision or manual dexterity issues, **you** may request that the VectisVibe admin team perform configuration updates on your behalf. Such requests will be handled via email, and your instructions will usually be applied within one working day of receipt unless there are enquiries raised.

## 6 Passwords and Account Security

- 6.1 **You** agree and understand that **you** are responsible for maintaining the confidentiality of passwords associated with any account **you** use to access the Services.
- 6.2 Accordingly, **you** agree that you will be solely responsible to VectisVibe for all activities that occur under **your** account.
- 6.3 If **you** become aware of any unauthorised use of **your** password or of **your** account, **you** agree to notify VectisVibe immediately.

## 7 Privacy and Personal Information Policy

- 7.1 The United Kingdom Data Protection Act 1998 and the General Data Protection Regulation (“**GDPR**”)(Regulation (EU) 2016/679) provides the framework that defines how personal information can be used. VectisVibe is fully committed to compliance with the relevant legal requirements and will protect any information collected from **you** diligently. Any personal information that **you** provide to VectisVibe is used only with **your** express knowledge and permission for the purpose intended.
- 7.2 VectisVibe will only request the minimum information needed in order to carry out the function requested.
- 7.3 On receipt of any reasonable request with supporting identification, VectisVibe will provide **you** with a copy of the information we hold about **you**. Inaccurate or misleading data will be corrected as soon as possible after it is brought to **our** attention.
- 7.4 **You** agree to the use of **your** data in accordance with VectisVibe’s privacy policies.
- 7.5 With specific reference to the **GDPR**:
  - 7.5.1 VectisVibe does not collect or process “sensitive” data that is subject to **GDPR**
  - 7.5.2 Vectisvibe does collect and/or process other personal information subject to **GDPR**, specifically:
    - 7.5.2.1 Your full business name
    - 7.5.2.2 Your business email address
    - 7.5.2.3 A contact telephone number for your business
  - 7.5.3 This personal information is not shared with third parties except where legally required by order of a legitimate agency except your name which is shown to users of the websites on which **you** choose to be advertised
  - 7.5.4 This personal information is stored by **us** during the life of **your** membership and indefinitely after expiry of **your** membership unless **you** specifically exercise **your** ‘right to be forgotten’ by writing to [admin@uk-parties.co.uk](mailto:admin@uk-parties.co.uk)

7.5.5 Additional optional personal information may be supplied by **you** to supplement **your** presence on **UK-Parties** and other websites operated by VectisVibe that **you** subscribe to. This is typically, but not limited to:

7.5.5.1 Descriptive text and imagery to advertise your business

7.5.6 This additional optional personal information is not required in order to operate **your** membership but if it is provided it will be dealt with in the same way as all other personal information.

7.5.7 Personal information supplied to VectisVibe is stored on computers located within the UK.

7.6 **You** agree to **our** use of cookies. Cookies are tiny text files stored on the device you use to access VectisVibe websites and are essential to the effective operation of the website. The information stored in cookies cannot be used by third parties to identify you personally. Cookies do not contain any confidential information.

7.7 **You** agree to **our** use of third-party cookies. In common with most websites, **we** use an analytics product provided by Google, the operation of which requires the use of cookies. Our website also uses embedded widgets from companies such as Facebook, Twitter, YouTube and Flickr in order to show additional content and enhance **your** presence on our website by using media and content that you have posted elsewhere. These widgets may require the use of third-party cookies.

## 8 Services Content

8.1 **You** understand that all information (such as data files, written text, images etc.) which **you** may have access to as part of, or through your use of, the **Services** are the sole responsibility of the person from which such content originated. All such information is referred to below as the “**Content**”.

8.2 **You** should be aware that **Content** presented to you as part of the **Services**, including but not limited to advertisements in the **Services** and sponsored **Content** within the **Services** may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that **Content** to VectisVibe (or by other persons or companies on their behalf). **You** may not modify, rent, lease, loan, sell, distribute or create derivative works based on this **Content** (either in whole or in part) unless **you** have been specifically told that **you** may do so by VectisVibe or by the owners of that **Content**, in a separate agreement.

8.3 VectisVibe reserves the right (but has no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all **Content** from any **Service**. **Content** accepted for publishing is at the absolute discretion of the site owner.

8.4 **You** understand that by using the **Services** **you** may be exposed to **Content** that **you** may find offensive, indecent or objectionable and that, in this respect, **you** use the **Services** at your own risk.

8.5 **You** agree that you are solely responsible for (and that VectisVibe has no responsibility to **you** or to any third party for) any **Content** that you create, transmit or display while using the **Services** and for the consequences of **your** actions (including any loss or damage which VectisVibe may suffer) by doing so.

## 9 Proprietary rights

9.1 **You** acknowledge and agree that VectisVibe own all legal right, title and interest in and to the **Services**, including any intellectual property rights which subsist in the **Services** (whether those rights happen to be registered or not, and wherever in the world those rights may exist). **You** further acknowledge that the **Services** may contain information which is designated confidential by VectisVibe and that **you** shall not disclose such information without VectisVibe's prior written consent.

9.2 Unless **you** have agreed otherwise in writing with VectisVibe, nothing in the **Terms** gives **you** a right to use any of VectisVibe's trade names, service marks, logos, domain names, and other distinctive brand features.

9.3 If **you** have been given an explicit right to use any of these brand features in a separate written agreement with VectisVibe, then **you** agree that **your** use of such features shall be in compliance with that agreement, any applicable provisions of the **Terms**, and VectisVibe's brand feature use guidelines as updated from time to time.

9.4 Other than the limited license set forth in Section 11, VectisVibe acknowledges and agrees that it obtains no right, title or interest from **you** (or your licensors) under these **Terms** in or to any **Content** that **you** submit, post, transmit or display on, or through, the **Services**, including any intellectual property rights which subsist in that **Content** (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless **you** have agreed otherwise in writing with VectisVibe, **you** agree that **you** are responsible for protecting and enforcing those rights and that VectisVibe has no obligation to do so on **your** behalf.

9.5 **You** agree that **you** shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) that may be affixed to or contained within the **Services**.

9.6 Unless **you** have been expressly authorised to do so in writing by VectisVibe, **you** agree that in using the **Services**, **you** will not use any trade mark, service mark, trade name, logo of any company or organisation in a way that is likely or intended to cause confusion about the owner or authorised user of such marks, names or logos.

## 10 Licence from VectisVibe

10.1 VectisVibe gives **you** a personal, worldwide, royalty-free, non-assignable and non-exclusive licence to use the software provided to **you** by VectisVibe as part of the **Services** as provided to you by VectisVibe (referred to as the "**Software**" below). This licence is for the sole purpose of



enabling **you** to use and enjoy the benefit of the **Services** as provided by VectisVibe, in the manner permitted by the **Terms**.

10.2 **You** may not (and **you** may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the **Software** or any part thereof, unless this is expressly permitted or required by law, or unless **you** have been specifically told that **you** may do so by VectisVibe, in writing.

10.3 Unless VectisVibe has given **you** specific written permission to do so, **you** may not assign (or grant a sub-licence of) **your** rights to use the **Software**, grant a security interest in or over **your** rights to use the **Software**, or otherwise transfer any part of **your** rights to use the **Software**.

## 11 Content licence from you

11.1 By uploading content for display on any VectisVibe website(s) **you** are granting VectisVibe a non-exclusive, free of charge, perpetual worldwide license to use, reproduce, have reproduced, distribute, communicate and make available in any method and in any and all media including to the public, copy, display, modify and adapt the content. **You** agree to indemnify and keep indemnified VectisVibe from and against all costs (including the costs of enforcement), expenses, liabilities, direct, indirect and consequential loss (all of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and legal costs (on a full indemnity basis) and judgements which VectisVibe incurs or suffers as a consequence of any claim or allegation from a third party that the content infringes or is likely to infringe on a third party's intellectual property rights. If **you** are not sure whether you have the rights to upload particular content, do not upload it. Be aware that we may adapt the content and that we will not provide attribution. If **your** licence terms do not permit this, **you** will not upload the content.

## 12 Updates and Changes

12.1 The **Software** which **you** use may be updated from time to time by VectisVibe. These updates are designed to improve, enhance and further develop the **Services** and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. **You** agree to this policy as part of **your** use of the **Services**.

## 13 Terminating **your** relationship with VectisVibe

13.1 The **Terms** will continue to apply until terminated by either **you** or VectisVibe as set out below.

13.2 If **you** want to terminate this agreement with VectisVibe, **you** may do so by notifying VectisVibe at any time. **Your** notice should be sent, in writing, to VectisVibe's address which is set out at the beginning of these **Terms**, or registered via the online support service.

- 13.3 VectisVibe may at any time, terminate its legal agreement with **you** if:
- 13.3.1 **you** have breached any provision of the **Terms** (or have acted in manner which clearly shows that **you** do not intend to, or are unable to comply with the provisions of the **Terms**); or
  - 13.3.2 VectisVibe is required to do so by law (for example, where the provision of the **Services** to **you** is, or becomes, unlawful); or
  - 13.3.3 VectisVibe is transitioning to no longer providing the **Services** to users in the country or area in which **you** are based or from which **you** use the service; or
  - 13.3.4 the provision of the **Services** to **you** by Vectisvibe is, in VectisVibe's opinion, no longer commercially viable.
- 13.4 Nothing in this Section shall affect VectisVibe's rights regarding provision of **Services** under Section 4 of the **Terms**.
- 13.5 When these **Terms** come to an end, all of the legal rights, obligations and liabilities that **you** and VectisVibe have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions shall continue to apply to such rights, obligations and liabilities indefinitely.

## 14 Exclusion of Warranties

- 14.1 The **Services** are provided "as is" and VectisVibe gives **you** no warranty with respect to them.
- 14.2 In particular, VectisVibe and its Subsidiaries do not represent or warrant to **you** that:
- 14.2.1 **your** use of the **Services** will meet **your** requirements,
  - 14.2.2 **your** use of the **Services** will be uninterrupted, timely, secure or free from error,
  - 14.2.3 any information obtained by **you** as a result of **your** use of the **Services** will be accurate or reliable, and
  - 14.2.4 that defects in the operation or functionality of any **Software** provided to **you** as part of the **Services** will be corrected.
- 14.3 No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the **Services** except to the extent that they are expressly set out in the **Terms**.
- 14.4 Nothing in the **Terms** shall affect **your** statutory rights and that **you** cannot contractually agree to alter or waive.

## 15 Limitation of Liability

- 15.1 Nothing in these Terms shall exclude or limit VectisVibe's liability for losses which may not be lawfully excluded or limited by applicable law.

15.2 Subject to overall provision in paragraph 15.1 above, VectisVibe and its licensors shall not be liable to **you** for:

15.2.1 any indirect or consequential losses which may be incurred by **you**. This shall include any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, or any loss of data suffered by **you**;

15.2.2 any loss or damage which may be incurred by **you** as a result of:

15.2.2.1 any reliance placed by **you** on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between **you** and any advertiser or sponsor whose advertising appears on the **Services**;

15.2.2.2 any changes which VectisVibe may make to the **Services**, or for any permanent or temporary cessation in the provision of the **Services** (or any features within the **Services**);

15.2.2.3 the deletion of, corruption of, or failure to store, any **Content** and other communications data maintained or transmitted by or through your use of the **Services**;

15.2.2.4 **your** failure to provide VectisVibe with accurate account information;

15.2.2.5 **your** failure to keep any password or account details secure and confidential;

15.3 The limitations on VectisVibe's liability to **you** in paragraph 15.2 above shall apply whether or not VectisVibe has been advised of or should have been aware of the possibility of any such losses arising.

## 16 Copyright and trade mark policies

16.1 It is VectisVibe's policy to respond to notices of alleged copyright or trade mark infringement that comply with applicable international intellectual property law and to terminating the **accounts** of infringers.

## 17 Advertisements

17.1 Some of the **Services** are supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the **Services**, queries made through the **Services** or other information.

17.2 The manner, mode and extent of advertising by VectisVibe on the **Services** are subject to change without specific notice to **you**.

17.3 In consideration for VectisVibe granting **you** access to and use of the **Services**, you agree that VectisVibe may place such advertising on the **Services**.

## 18 Other content

18.1 **You** accept that the **Services** may include hyperlinks to other web sites or content or resources and that VectisVibe has no control over any web sites or resources which are provided by companies or persons other than VectisVibe.

18.2 **You** acknowledge and agree that VectisVibe is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

18.3 **You** acknowledge and agree that VectisVibe is not liable for any loss or damage which may be incurred by **you** as a result of the availability of those external sites or resources, or as a result of any reliance placed by **you** on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

18.4 VectisVibe actively seeks feedback, reviews, comments and multimedia using a variety of direct and indirect methods including social media networks. In advertising any service or product on any of our websites, **you** accept that comments may be made about **your** organisation by third parties and made visible via our website(s) to the general public. **You** acknowledge that VectisVibe takes no responsibility for the content of such comments and will not mediate in any disputes arising. **You** accept that VectisVibe may moderate such feedback as it sees fit.

## 19 Changes to the Terms

19.1 VectisVibe may make changes to the **Terms** from time to time.

19.2 **You** understand and agree that if you use the **Services** after the date on which the **Terms** have changed, VectisVibe will treat **your** use as acceptance of the updated **Terms**. The current **Terms** may be viewed at any time at <https://www.uk-parties.co.uk/TOS-members.pdf>

## 20 General legal terms

20.1 Sometimes when **you** use the **Services**, **you** may (as a result of, or through your use of the **Services**) use a service or purchase goods, which are provided by another person or company. **Your** use of these other services, software or goods may be subject to separate terms between **you** and the company or person concerned. If so, the **Terms** do not affect **your** legal relationship with these other companies or individuals.

20.2 The **Terms** constitute the whole legal agreement between **you** and VectisVibe and govern your use of the **Services** (but excluding any services which VectisVibe may provide to **you** under a separate written agreement), and completely replace any prior agreements between **you** and VectisVibe in relation to the **Services**.

20.3 **You** agree that VectisVibe may provide **you** with notices, including those regarding changes to the **Terms**, by email, or postings on the **Services**.

20.4 **You** agree that if VectisVibe does not exercise or enforce any legal right or remedy which is contained in the **Terms** (or which VectisVibe has the benefit of under any applicable law), this

will not be taken to be a formal waiver of VectisVibe's rights and that those rights or remedies will still be available to VectisVibe.

20.5 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these **Terms** is invalid, then that provision will be removed from the **Terms** without affecting the rest of the **Terms**. The remaining provisions of the **Terms** will continue to be valid and enforceable.

20.6 **You** acknowledge and agree that each trading style of VectisVibe shall be third party beneficiaries to the **Terms** and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the **Terms** which confers a benefit on (or rights in favour of) them. Other than this, no other person or company shall be third party beneficiaries to the **Terms**.

20.7 The **Terms**, and your relationship with VectisVibe under the **Terms**, shall be governed by Scottish law. **You** and VectisVibe agree to submit to the exclusive jurisdiction of the courts of Scotland to resolve any legal matter arising from the **Terms**. Notwithstanding this, **you** agree that VectisVibe shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

## 21 Fees and Charges

21.1 A standard advertising listing on **UK-Parties** is free of charge.

21.2 **UK-Parties** offers its members access to **leads** (enquiries for service provision collected via our websites) via a credit-based charging system. Individual **lead** details may be accessed once you agree to spend "credits" after having been shown the basic requirements. **Leads** are charged at a number of credits depending on several factors and **you** may pre-purchase blocks of 10, 25 or 50 enquiries at any time.

21.3 All **leads** undergo a series of validations, both automated and manual, to help ensure they are legitimate however we do not warrant that they are accurate.

21.4 **Leads** which we determine to be inaccurate or those that we decide to close for any other reason will have their associated credits rebated – members will not lose credits if we decide that the enquirer's detail are incorrect or if we do not wish to continue serving responses to them.

21.5 **Leads** closed by enquirers within a short time of **you** spending credits on them will also be rebated in full. For **leads** with telephone numbers this time limit is 5 minutes. For **leads** that are email responses only this time limit is 10 minutes.

21.6 The provision of advertising or directory memberships by VectisVibe is deemed to be a 'Business to Business (B2B) transaction under the Consumer Protection (Distance Selling) Regulations 2000 and the EU Alternative Dispute Resolution Directive. VectisVibe does not offer

advertising to or accept advertising from consumers. As such refunds are not provided once service has commenced.

- 21.7 In the event of account termination by **you** with credits unspent, we will refund an amount equivalent to the unspent credits minus an administration fee of £20.00 via the original payment method. If it is not possible to refund via the original payment means, other options will be provided. These options are PayPal or cheque drawn on a UK bank. The issuing of a cheque is subject to a further administration fee of £5.00 and a postage and packaging charge of £5.00 for UK-based addresses and £10.00 for overseas based addresses. Fees associated with the issuing of a PayPal payment will be borne by **you**. Where the total charges exceed the initial payment, no refund will be made.
- 21.8 In the event of a deliberate “chargeback” or similar payment reversal, advertising packages or credit purchases will be immediately suspended pending receipt of alternative payment. If not received within 48 hours, the original payment will be deemed void and the advertising package will be cancelled and the person, company and address blacklisted from future dealings with VectisVibe companies and partners.
- 21.9 In the event of cancellation by VectisVibe at any time during the lifespan of the advertising or membership agreement, a pro-rata refund will be made.
- 21.10 All refunds due will be made within 28 days.
- 21.11 Where VectisVibe continues to provide a **Service** beyond the agreed expiry date without authorisation from the advertiser, the advertiser will not be liable for any additional charges which ought to have incurred.

Errors and omissions excepted.

Last updated 01-04-2018 with multiple updates throughout to take account of the General Data Protection Regulation (GDPR)(Regulation (EU) 2016/679).