



# Terms and Conditions

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## 1. Definitions

- “Agreement” - this electronic Order Form and these terms and conditions for the supply of the Services
- “Customer” - the person, firm or limited company shown on the electronic Order Form
- “Order Form” - the electronic order form authorised by or on behalf of the Customer containing these Terms and Conditions
- “Primeria” - Primeria Ltd, company number 12767109,
- “Price” - the price for the Product and/or the Services set out in the Order Form as fee per sale or fee per lead, plus additional fees for bespoke work as defined. Price is quoted before Value Added Tax which will be added at the prevailing rate.
- “Product” - the products set out on the electronic Order Form to be supplied by Primeria to the Customer
- “Services” - the services set out on the electronic Order Form to be provided by Primeria to the Customer which includes the provision of marketing services. The knowledge for such services is proprietary to Primeria
- “Third Party” - any person, firm or limited company other than Primeria or the Customer

## 2. Terms and Conditions

No other terms and conditions govern this Agreement and no variation of these terms and conditions shall be valid unless confirmed in writing by both parties. If any part of the terms and conditions shall be held to be invalid or unenforceable, the validity or enforceability of the remaining provisions shall remain unaffected thereby.

## 3. Primeria's Obligations

- 3.1 Primeria will use its reasonable endeavours to provide the Product and/or the Services
- 3.2 All Products supplied shall be fit for the purpose for which they have been supplied
- 3.3 Primeria will use its reasonable care and skill in providing the Products and Services

## 4. Delivery

Primeria will use its reasonable endeavours to deliver the Product in accordance with the timescale set out in the Order Form but time of delivery is not of the essence to this Agreement.

## 5. Customer's Obligations

- 5.1 To pay Primeria the Price on delivery of the services or products in accordance with the order form. Failure to pay the price in accordance with these conditions will result in service restriction or suspension.
- 5.2 To pay interest at the rate of 2% per month or part thereof on any payments more than 4 days' overdue from the date due for payment until payment of the Price is received in full.

- 5.3 To inspect the Products at the time of delivery and to inform Primeria in writing of any damage to the Product within 1 day of delivery stating the nature of the damage and retaining any damaged Product in safe conditions for collection.
- 5.4 To indemnify Primeria against any loss or liability it incurs as a result of the customer in breach of this Agreement.

## 6. Cancellation

The customer may cancel at any time after the initial contract period by providing 3 months' notice in writing, to: Adele James - a.james@primeria.global.

## 7. Ownership

Primeria retains ownership of the Product until payment in full of the Price. Until such time as the Price is paid in full the Customer shall retain the Products on a fiduciary basis as bailee on behalf of Primeria and will be stored by the Customer separately from its own products or those of any Third Party and identifiable. Primeria retains the right to recover the Product if the Price is unpaid and the Customer hereby irrevocable authorises Primeria to enter any premises controlled by the Customer to repossess the Product.

Primeria retains the ownership of the products and services at all times, and allows the customer to use the services on receipt of the Price on a non-exclusive, non-perpetual licence basis.

## 8. Warranties and Liabilities

Other than for negligence resulting in death or serious personal injury Primeria will not be liable for any loss or liability incurred or suffered by the Customer for breach of the terms of this Agreement. Insofar as the law allows all other conditions, warranties and obligations implied by law and any liabilities arising therefrom are excluded. Primeria shall not be liable for the quality of any information or advice originating from or supplied by the Customer; **any consequential loss or damage of any kind (including loss of profit)**; and, any temporary failure, suspension or withdrawal of the Services. Primeria will use its best endeavours to correct any issues found in the services.

## 9. Copyright

The Customer acknowledges that the services, landing pages, all copy and content, research, images, graphics, website design text graphics software material and any other information supplied to the Customer by Primeria are copyright and no such information shall be used without the prior written consent of Primeria. **All content provided by Primeria shall be the absolute property of Primeria at all times and in perpetuity.** The customer further acknowledges Primeria uses third party software systems, and third party media which is licensed to Primeria. Such systems and media trade under their own licences and as such the customer, in using such systems, agrees to their licence conditions.

## 10. Duration of the Services

The provision of the Services shall continue for a rolling 3 month period unless terminated earlier by Primeria because of the Customer's breach of this Agreement; the Customer's insolvency; or, the Customer ceasing to trade. The services will continue after 3 months unless terminated by Primeria.

## 11. General

- 11.1 This Agreement sets out the entire terms of the contract between the parties and supersedes any previous representations, warranties and terms (whether in writing or otherwise)
- 11.2 In accordance with s. 1(2) (a) Contract (Rights of Third Parties) Act 1999 the parties intend that no term of this Agreement may be enforced by a Third Party
- 11.3 This Agreement is to be governed and subject to the exclusive jurisdiction of the Courts of England and Wales.

## 12. Data

- 12.1 We do not share information about the Customer with third parties.
- 12.2 We do not share data the Customer holds in our systems and software with third parties.
- 12.3 We registered under the Data Protection Act of 1998 (Reg number Z1476954) and we adhere to the principles of the Data Protection Act and best practices for managing information.
- 12.4 Our data protection policy is available here [www.Primeria.global](http://www.Primeria.global) / GDPR. The policy clearly details how and why your data is held and processed.
- 12.5 You can write to our Data Protection Officer by contacting: Adele James, Primeria, 128 City Road, London, EC1V 2NX
- 12.6 We process and hold your data in accordance with our contractual obligations in order to fulfil our contracts with you; or because you have given us your consent to process and hold your data within our third party software system. At all times you are the data controller and as such the data remains your property. We will remain the data processor and process and manage the data on your behalf to meet out contractual obligations.
- 12.7 By entering into this contract you agree to us processing and holding your data, and that of your customers.



[hello@primeria.global](mailto:hello@primeria.global)

Primeria, 128 City Road, London, EC1V 2NX Reg No 12767109