

In consideration for the fees set out below:

Enquir3 [Total Marketing Systems Ltd] (“we”)

undertakes to provide the following service to:

Client Name:.....

Client Trading Address:.....

Company number:....., (“you”)

1. The service is as follows:

a. System Setup and Test:

- We will setup the ‘System Tools’ to conduct client satisfaction interviews on your behalf.
- We will test the ‘System Tools’ and in particular the email notifications with you to ensure you receive an email every time we successfully complete an interview.
- We will create a listing for you on relevant Advisor Websites.
- We will call you to discuss your project, to make sure everything is clear and to ensure that you have made your staff aware that calls are being made by us on your behalf.
- All you need to do is to send an introductory email to your clients making them aware that we will be calling them on your behalf.

b. Conducting Client Satisfaction Interviews:

We will continue to call your clients every few days or as directed by them until we have successfully conducted a Client Satisfaction Interview on your behalf. Calling will cease if:

- Ten attempts have been made by us to contact your clients to conduct the interview without success; or
- We have left 4 voicemail messages on a mobile phone number without any response; or
- Your client refuses to participate in the interview process; or
- You advise us to stop the calling process.

Your clients will be given the option of providing feedback anonymously, in which case you will still receive a copy of the interview details but all of your clients contact information will be anonymous.

c. On Completion of Each Interview:

We will send you an email notification each time an interview is successfully completed.

We will also send you a weekly update providing an overview of all interviews and your client’s assessment of the service you deliver to them.

No Testimonials or Feedback will be published until you have reviewed then and proactively chosen to do so. We will

Enquir3 – Business Improvement Programme



provide you with the tools and the training to allow you to moderate the feedback your clients provide during the interviews.

Moderation includes the following:

- Reviewing your feedback to decide if you wish to publish, promote or leave unpublished.
- ‘Tag’ testimonials collected during the interviews with the services to which they relate.
- Add a company comment to reply to testimonials at your discretion.

d. On Completion of the Interviews:

On completion we will agree a time to review the results either in a face to face meeting or an online meeting with a screen share.

2. Fees:

The price for a pilot including 10 clients is £800.

3. Terms:

Invoices are payable on fifteen day terms unless otherwise agreed.

VAT is applied at statutory rates.

4. Period of Service:

We expect to commence the setup and related services on or after Insert Date Service to Commence:.....

We have read the attached Terms & Conditions:

On behalf of Enquir3:

on behalf of The Client:

Signed: _____

Signed: _____

Date: _____

Date: _____

Name: _____

Name: _____

Terms and Conditions

1. Introduction

- 1.1. These conditions and our privacy policy apply to and govern the legal relationship between you and us when you ask us to produce work for you and we agree to do so.
- 1.2. These conditions and our privacy policy will apply in place of any terms and conditions you or your business may have.

2. Use of Terms

- 2.1. In these conditions and in our privacy policy references to:

2.1.1. "you" and "your" is the buyer of our goods and services.

2.1.2. "us" "we" and "our" are to Enquir3 (Total Marketing Systems Ltd, Registered Number 08929321), and where applicable to its officers' employees and authorised agents.

2.1.3. "NDA" is to a Non Disclosure Agreement – an agreement between Enquir3 and yourself agreeing not to disclose the information about your project.

3. Privacy and Data Protection

- 3.1. The clients' contact details that you provide to us will be used only and exclusively for the purpose of us ringing them on your behalf to request feedback in order that we may deliver the service to you.
- 3.2. We warrant that we will protect your clients' contact details and not pass them on to any third party; and that we will destroy our copies of your clients' contact details once we have provided the service to you.

4. Your Obligations

- 4.1. It is your responsibility in dealing with us:

4.1.2. to ensure that all the information you provide to us is accurate and complete. No changes to your order will be agreed once we have accepted it unless treated as a chargeable upgrade or unless agreed to by a Director of Enquir3 in writing.

4.1.1. to protect and maintain the confidentiality of your account with us and to restrict unauthorised access to and use of your computer customer reference number, account number, user login details and passwords

- 4.2. You agree to be responsible for all transactions between us and you in response to orders made by you.
- 4.3. You must inform us immediately in writing and by way of telephone if you are aware or believe someone else has or may have had unauthorised access to your account with us.
- 4.4. You must be 18 years of age or over and have legal capacity to make contracts to order work from us.

5. Access to Our Website and Website Systems

- 5.1. We will use our reasonable endeavours to ensure that our website is available for use and that transmissions are error free.
- 5.2. Access to our website and website systems may be interrupted or suspended at our discretion for repair and maintenance work updating services or events beyond our reasonable control.
- 5.3. We reserve the right in our discretion to deny access to our website or website systems cancel orders change or remove its content or terminate accounts.
- 5.4. You must not use, adapt, duplicate, modify or exploit any image text or graphics on our website or website systems without our written permission.
- 5.5. You must not use our website or website systems:
 - 5.5.1. for any unlawful purpose or activity
 - 5.5.2. to send or use material that is illegal, obscene, abusive, offensive or defamatory
 - 5.5.2.1. in breach of copyright trademark privacy or any other intellectual property right or,
 - 5.5.2.2. that contains software viruses advertising political material or spam

6. Disclaimer of Liability in Respect of Our Website

- 6.1. We make no representations in respect of our website, its contents or the accuracy, completeness or suitability for any purpose of the information published on it.
- 6.2. We do not warrant that our website, website systems or your website is free from computer viruses or other defects that may cause loss or damage.
 - 6.2.1. It is your responsibility to implement valid and up to date antivirus systems on your computers and your networks. Enquir3 is not responsible for the loss of any data due to a computer virus entering your system via email or any other format.
- 6.3. None of the disclaimers in Condition 6 are intended to exclude or limit our liability to you for death or personal injury resulting from our negligence.

7. Cancelling Your Order

- 7.1. You cannot cancel your contract with us once we have accepted your offer and commenced work.
- 7.2. We will confirm your offer by way of confirmation of order; this will be sent to you via email to the email address you have provided.
 - 7.2.1. If you cancel your order prior to confirmation and commencement of work, Enquir3 reserves the right to deduct any costs or charges incurred to fulfil the processing of the order including bank and card processing fees, administration costs / fees and sales acquisition costs. These costs and charges will not exceed any deposit / administration fee already paid.
- 7.3. Refunds for cancellation of orders will be processed via cheque or BACS on or around the 10th of the following month.

8. Cancellation of Your Order by Us

- 8.1. We reserve the right to cancel the contract between us and you if:
 - 8.1.1. we are unable to provide the services you have requested for any reason beyond our reasonable control

- 8.1.2. you provide us with any information in respect of your order which in our opinion is misleading, inaccurate or incomplete.
- 8.1.3. you require our services or goods for an illegal purpose.
- 8.1.4. you fail to supply requested information within a reasonable time scale.
- 8.2. If we cancel the contract with you, we:
 - 8.2.1. will notify you in writing or email to the provided addresses you submitted at the time of your order and refund any money you have paid to us as soon as practicable but,
 - 8.2.2. will be under no legal obligation to pay you any compensation
 - 8.2.3. reserve the right to deduct any costs or charges incurred to fulfil the processing of the order including bank debit and card processing fees, administration costs / fees and sales acquisition costs. These costs and charges will not exceed any deposit / fees already paid.

9. Price and Payment Terms

- 9.1. The price for the work you order from us is set out in our quotation to you and sent to you by way of email in advance of your order.
- 9.2. When we accept your order we will confirm the total price that you will be asked to pay a deposit / administration fee by way of either BACS transfer, cheque, Paypal, Visa or MasterCard Credit Card or Visa or MasterCard Debit Card.
- 9.3. Any quotation we send you for our goods or services will be valid for 14 days from date of quotation unless provided in connection with a special offer or detailed otherwise on the offer or quotation, when it will only apply until the date on which the offer ends.
- 9.4. Any deposit paid will be non-returnable unless we cancel your order under Condition 11.
- 9.5. If you are a United Kingdom resident and fail to pay us within 14 days of our invoice date, we will remind you that payment is overdue. If payment is still not made, action may be taken to recover the outstanding debt. We reserve the right to suspend all services and websites you hold with us until all outstanding payments are received without further notice.
- 9.6. If you have contracted to purchase goods or services from us on a pay monthly on an extended, fixed term agreement, and subsequently fail to make payment when due such that your account becomes 2 months in arrears, then the full amount due for the remaining contract period will become due for payment.
- 9.7. We reserve the right at our discretion to charge you interest both before and after any Court judgment on the unpaid amount of any invoice we have sent you for our goods and services not paid within 14 days of the invoice date at the rate of three per cent (3%) per calendar month or part of a calendar month calculated on a daily basis until we receive payment in full in cleared funds:
 - 9.7.1. if you are a United Kingdom resident from a date fourteen (14) days after the date of our invoice, or
 - 9.7.2. if you are not a United Kingdom resident from a date twenty eight (28) days after the date of our invoice.
- 9.8. The price excludes value added tax and if chargeable delivery charges which are payable in addition to the price.

10. Title to Goods

Ownership of website code, or any code resulting from 'bespoke programming' is retained by Enquir3 and is supplied on a single lifetime licence basis unless written exclusively for you and confirmation is supplied in writing by a director of the company unless using Open Source software systems or components.

- 10.1. We retain title and ownership of any proprietary website system, ecommerce shopping cart, content management system and any other generic parts of the system supplied unless using Open Source software systems or components.
- 10.2. Specialist functionality produced exclusively for your system may have full title passed with prior agreement in writing from a company director.
- 10.3. We shall continue to own any goods / services whether or not delivered to you until you have paid us in full for them and the work we have done for you.

11. Availability

- 11.1. All orders for services and goods from us are subject to availability.

12. Delivery (if applicable)

- 12.1. We will notify you of the approximate date of delivery in your order confirmation this will be sent via post or email to the addresses provided.
- 12.2. Once the goods have been delivered they will be at your risk and we will not be liable for their loss damage or destruction.
- 12.3. All delivery timescales provided are estimates, the company will confirm the estimated timescale of delivery on the order confirmation.
- 12.4. Delays in response to our team, or changes in specification will nullify any guaranteed or confirmed time scales.

13. Intellectual Property

- 13.1. Copyright
 - 13.1.1. All rights in the design text graphics and other material on our website and its arrangement and in our publicity and marketing literature are our copyright or that of other parties. You are permitted to copy electronically and print in hard copy parts of our website only in connection with the acquisition of our goods and services. Any other use or reproduction of material on or from our website without our prior written permission is illegal and is strictly prohibited.

14. Trademarks

- 14.1.1. We are the proprietor of the 'Enquir3 trademark. All other trademarks, product names, logos and company names used in our website are our property or that of the respective owners of the marks, names or logos. No permission is given by us to use any of those marks, names or logos and any use by you without the owner's permission may constitute an infringement of the holder's rights.

15. Changes to Our Conditions

- 15.1. Any contract between us and you will be subject to the conditions which apply at the time we accept an order to produce work for you.

16. Notices

- 16.1. We may contact you by post or email.
- 16.2. You agree that all notices or other communications we send you electronically are in writing for the purpose of satisfying any legal requirements.
- 16.3. All notices which you send us must be in writing and sent to our contact address at Total Marketing Systems Ltd , Boston House, Grove Technology Park, Wantage OX12 9FF

17. Third Party Rights

- 17.1. A person who is not a party to any contract between you and us has no right to enforce any of these conditions under the Contracts (Rights of Third Parties) Act 1999.
- 17.2. Condition 26.1 does not affect any right or remedy that a third party may have apart from that Act.

18. Invalidity

- 18.1. If any court having the right to do so decides that any of these conditions is unenforceable those which remain will continue to have legal effect between us and you.

19. Waiver of Our Rights

- 19.1. If you breach any of these conditions and we take no action against you for doing so this will not prevent us from using our legal rights to take action in any other situation where you breach these conditions.

20. Entire Agreement

- 20.1. These conditions set out the whole of the agreement under which we will produce work for you if we accept your order.
- 20.2. Nothing said by any salesperson on our behalf is to be understood by you as a variation of these conditions or as an authorised representation about the nature or quality of the goods and services we provide.

21. Governing Law

- 21.1. These conditions and any contract between you and us are governed by and interpreted in accordance with English law.
- 21.2. You and we agree to submit to the exclusive jurisdiction of the courts of England and Wales to resolve any disputes between us which cannot be agreed under these conditions.