

Global Business Information Limited

Client Terms & Conditions of Business

1. DEFINITIONS AND INTERPRETATION

(a) In these Conditions any reference to:

- (i) **“Client”** means any person or persons, firm, company or other organisation or entity obtaining a quote or quotes, purchasing Goods or Services or otherwise instructing the Company to carry out works on the Client’s behalf
- (ii) **“Company”** means Global Business Information Limited (co. no. 09352195) whose registered office is at Charter House, 103-105 Leigh Road, Essex, SS9 1JL
- (iii) **“Contract”** means any Order which is accepted by the Company
- (iv) **“Contractors”** means any person or persons, firm, company or other organisation or entity instructed as a third party by the Company to carry out any such works as specified by the Company in respect of Goods
- (v) **“Conditions”** means these Terms and Conditions of Business and any documents referred to herein
- (vi) **“Cookie Policy”** means the Company’s cookie policy, a copy of which can be found on the Website
- (vii) **“Goods”** means the goods listed on the Website whether supplied by the Company to the Client directly or through any third party and to include services, a product or products manufactured, delivered or otherwise provided by the Company, Contractor or any other third party not herein mentioned
- (viii) **“Order”** means when the Client instructs the Company to supply Goods and Services to the Client
- (ix) **“Price List”** means the document containing details of the charges raised for the Goods, a copy of which can be found on the Website
- (x) **“Privacy Policy”** means the Company’s privacy policy, a copy of which can be found on the Website
- (xi) **“Services”** means the performance of searches and the acquisition of documents from publicly available company records
- (xii) **“Website”** means this website www.globalbusinessinformation.com

(b) Unless the context otherwise requires, any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

- (c) Any obligation on the Client not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- (d) A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- (e) Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- (f) A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- (g) A reference to **writing** or **written** includes fax and e-mail.
- (h) The headings are for reference purposes only and shall not affect the interpretation of these Conditions.

2. GENERAL

These Conditions shall be deemed to be incorporated into any Contract made by the Company in respect of the Goods supplied and Services provided by the Company and to override any terms and conditions which are inconsistent with them.

3. ORDER AND DELIVERY

- (a) A Client can place an Order using the following means of communication:
 - (i) by email using the email address info@gbidocs.com;
 - (ii) completing an online form on the Website, copy of which can be found on the Website; and
 - (iii) by telephone on 0203 793 6083
- (b) The Company is not obliged to accept an Order, but if it does not it shall inform the Client of its decision within one working day of receiving an Order. When the Order is accepted a confirmation email will be sent to the Client advising of the timescales and costs involved in sourcing the Goods.
- (c) In the event that the Company does accept an Order it shall, :
 - (i) with regards Goods coming from any countries show on the Price List with Price Band D, E or F, deliver the Goods as soon as reasonably possible; and
 - (ii) with regards Goods coming from countries shown on the Price List with Price Band A, B or C only, deliver the Goods within one hour of acceptance;however the Company accepts no liability for delayed delivery.
- (d) The Company will make every reasonable effort to deliver the Goods to the Client, however the availability of the Goods varies according to the country of origin and the Company accepts no liability for any failure to deliver the Goods.

- (e) If the Goods cannot be provided the Company will endeavour to provide the Client with an explanation as to why the Goods were not available, and no charge will be raised.
- (f) Where the Goods are obtained in a language other than English the Company will, whenever possible, in addition provide a version of the Goods translated into English by using a free online translation service, however the Company provides no warranty regarding the accuracy, reliability or timeliness of any such translation and will accept no liability for loss incurred as a result.
- (g) Delivery is assumed to be directed to the Client's given address unless otherwise instructed by the Client, but the Company is not responsible for delivery arrangements.

4. PRICES

- (a) The prices for the Goods and the Services are quoted on the Website and can be found on the Price List.
- (b) The prices for the Goods and the Services are provided on a pay-as-you-go basis, and charges shall be invoiced monthly based on usage.
- (c) The Price List is subject to revision as required to reflect any increase in the cost to the Company due to and without limitation, any foreign exchange fluctuation or increase in third party costs. The charges applied, therefore, will be based on the Price List current at the time that the Client places an Order with the Company.
- (d) The Company aims to inform the Client of any changes in the prices for the Goods or the Services as soon as reasonably possible after the Company becomes aware of such changes, but accepts no responsibility for any loss or charges incurred by the Client in reliance of the Price List remaining as originally quoted.
- (e) All prices are exclusive of VAT unless otherwise stated. Please refer to Clause 6 below.

5. PAYMENT

- (a) The Company shall provide the Client with an invoice in respect of any Goods or Services provided on a monthly basis.
- (b) The Client shall pay the Company's invoice(s) within 30 days of the date of the invoice, and to pay interest on any late payments at a rate of 8% per annum above the base rate from time to time in force of Barclays Bank Plc; such interest shall accrue from the date of the invoice until the date of payment of both the invoiced sum and any and all interest accrued thereon.
- (c) The Company shall be entitled to recover from the Client, and the Client shall pay to the Company, any and all costs and expenses (including legal and other professional costs and expenses) incurred by the Company as a result of seeking enforcement of this clause or exercising any other rights under contract, whether in reliance of these Conditions or otherwise on an indemnity basis.

6. VALUE ADDED TAX ("VAT")

- (a) The Company is registered for VAT with number 209800813.
- (b) All prices, quotes and estimates given by the Company are exclusive of VAT unless otherwise expressly stated by the Company in writing to the Client.

- (c) The rate of VAT chargeable to the Client will vary according to the rate from time to time in force and if the Client is in any doubt as to the rate at which VAT is to be charged they shall immediately contact the Company at its registered address, from time to time as appears at Companies House, for clarification.

7. ERRORS

- (a) The Company aims to deliver the highest level of service possible but acknowledges that typographical and/or clerical errors remain a possibility. If a Client notices such an error, or they suspect such an error, they are to notify the Company immediately for clarification.
- (b) Unless clarification is sought in accordance with Clause 7(a) above it will be the Company's intended meaning that will form the agreement and/or understanding between the Company and the Client.

8. PROPERTY IN THE GOODS

- (a) The title to the Goods shall not pass to the Client until such time as full payment from the Client is received and acknowledged by the Company to the Client by way of a receipted invoice.
- (b) The Company shall be entitled to make any applications, issue any proceedings or other actions deemed necessary, to include entering the premises where the Goods are being stored or kept, in order to exercise its right to reclaim the Goods, as the title remains vested in the Company until such time as full payment is received from the Client and acknowledged as such by the Company, regardless of any counterclaims the Client may seek to make.
- (c) Any costs, expenses, loss or other damage suffered by the Company as a result of having to exercise its rights under this Clause 8, or under any enactment of law or equity, shall be recoverable from the Client in full on an indemnity basis.
- (d) In the event of the Company taking any action under this Clause, or under any enactment of law or equity, full payment of the Goods shall not be deemed until costs and expenses detailed above at Clause 8(c), together with any interest payable in accordance with Clause 5(b), have also been paid, unless these are expressly waived by the Company, such express waiver to be given in writing to the Client by the Company and stated to be such a waiver in accordance with this Clause.

9. CONTRACTORS

- (a) The Company will sometimes use Contractors to obtain the Goods, prior to delivering the Goods to the Client.
- (b) All Contractors are independent and are not employed by the Company, unless the contrary is expressly stated in writing by the Company to the Client.
- (c) The Company is in no way responsible for the actions, omissions, behaviour or otherwise of any Contractor.

10. COMPLAINTS

Any comments, concern or complaint about any Goods or Services purchased from the Company should be sent to the Company using the contact details provided at the end of these Conditions.

11. CANCELLATION PROVISIONS

- (a) An Order may be cancelled by the Client prior to the Company accepting the Order by the sending of notice to the Company. Cancellation will immediately take effect upon receipt of the Client's notice. Cancellation of the Order will result in the Company raising no charges.
- (b) A Contract may be cancelled by the Client prior to delivery of the Goods by the sending of notice to the Company. Cancellation will immediately take effect upon receipt of the Client's notice of cancellation. Cancellation of the Contract will under no circumstances result in the Company not raising a charge for any costs incurred in completing the Contract prior to receipt of the Client's notice of cancellation.

12. NOTICES

- (a) All notices given by the Client to the Company must be given at the Company's registered office or by using info@gbidocs.com.
- (b) The Company may give notice in writing or by posting notices on the Website.
- (c) Notice will be deemed received and properly served immediately when posted on the Website, 24 hours after an email is sent, or on the second working day after the date of posting of any letter by pre-paid first-class post or other next working day delivery service. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and posted and, in the case of an email, that such email was sent to the specified email address of the addressee.

13. THE GOODS AND SERVICES

- (a) Goods and Services will only be provided on the basis that the Client has given the Company all proper, necessary and accurate instructions to enable the Company to lawfully and effectively complete the Order.
- (b) The information provided in connection with the Goods or the Services is for general purposes and guidance only and does not constitute legal or professional advice and should not be relied on or treated as a substitute for specific advice relevant to particular circumstances.
- (c) The Company does not make any representations or give any warranties or undertakings in relation to the quality, accuracy, completeness or fitness for purpose of the content of the Goods or the Services. All information provided in connection with the Goods and the Services relates to circumstances at the time of its original publication and may not have been updated to reflect subsequent developments.

14. LIMITATION OF LIABILITY

- (a) Except as required by law, the Company does not accept any responsibility and shall not be liable for any losses or damages whatsoever, whether in contract, tort (including negligence) or otherwise arising from reliance on information contained in the Goods or the Services.
- (b) Notwithstanding any other provision in these Conditions, nothing will affect or limit the Client's statutory rights, or will exclude or limit the Company's liability for:
 - (i) death or personal injury resulting from the Company's negligence; or
 - (ii) fraud or fraudulent misrepresentation; or
 - (iii) action pursuant to Section 2(3) of the Consumer Protection Act 1987; or

- (iv) any matter for which it would be unlawful for the Company to exclude or attempt to exclude its liability.

15. CONFIDENTIALITY

To the extent permitted by law, the Company will observe confidentiality with regard to the identity and affairs of the Client.

16. COPYRIGHT

- (a) All of the intellectual property subsisting in, created during, or used in connection with the Goods and the Services is owned by the Company and the copyright in the Goods and the Services is owned by the Company. Global Business Information and any other names, images and logos identifying the Company are proprietary trade marks of the Company.
- (b) The Client may access, download, print and make copies of materials provided as part of the Goods and the Services for itself and/or others, and share these materials with others, provided that the Client does so free of charge, the copyright notices on this material remain intact, and the Client's communication of the content is not misleading or inaccurate. No other use of the materials provided as part of the Goods and the Services is permitted without the express prior written consent of the Company. Requests for permission should be addressed to info@gbidocs.com.

17. PRIVACY AND COOKIES

The Privacy Policy and our Cookies Policy explain how the Company collects and uses Your personal information. The Company shall not be subject to any obligations of confidentiality regarding submitted information except as outlined in the Privacy Policy or as otherwise specifically agreed or required by law.

18. VARIATIONS

Please note that the Company may amend these Conditions from time to time without notice. Where the Company changes or amends these Conditions, the Company will publish the updated Conditions on the Website and/or otherwise notify the Client of them. Any changes will take effect immediately upon publication. The Company encourages the Client to review these Conditions regularly.

19. SEVERANCE

If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this paragraph shall not affect the validity and enforceability of the rest of these Conditions.

20. ENTIRE AGREEMENT

- (a) These Conditions constitute the whole entire agreement between the Company and the Client and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

- (b) The Company and the Client acknowledge that in entering into these Conditions neither party has relied on any prior representation or warranty (whether made innocently or negligently) given by one party to the other.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

21. GOVERNING LAW AND JURISDICTION

These Conditions and any associated agreement, contract or other relationship between the Company, Client and Contractor or any combination thereof or any other third party not herein mentioned shall be governed by and construed in accordance with the laws of England and Wales and the Client irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

22. CONTACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to these Conditions shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

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