

1. Definitions

- i. "Advertiser" means the individual or organisation who buys or agrees to buy the Advertising Services from the Supplier.
- ii. "Supplier" means The Party Guide Ltd, owner and operator of thepartyguide.co.uk, brand name Okayzions and associated social media sites, email accounts and landing pages.
- iii. "Consumer" means user of the services supplied on the site for theme ideas, party planning guides, shopping links and venue/supplier bookings.
- iv. "Affiliate" means retail partner as specified in the Shopping section of any websites belonging to The Party Guide and associated brands.
- v. "Services" can mean either services that the Advertiser agrees to buy from the Supplier, or that the Consumer agrees to buy from the Supplier
- vi. "Listings" means details of a supplier or venue's business in a directory provided for the purchase of advertising their services or products.
- vii. "Terms of Service" means the terms and conditions for the provision of Services set out in this agreement, used in conjunction with the separate Terms and Conditions for use of the website, and any special terms and conditions agreed in writing by the Supplier;

2. Conditions

- i. Nothing in these Terms and Conditions shall affect the Advertiser's statutory rights as a Consumer.
- ii. These Terms of Service shall apply to all contracts for the provision of Services by the Supplier to the Advertiser or Consumer and shall prevail over any other documentation or communication from the Advertiser or Consumer.
- iii. Any variation to these Terms of Service (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Supplier.
- iv. These terms and conditions comply with the Consumer Contracts regulations stipulated on 13th June 2014.

3. Ordering

- i. All orders for Services shall be deemed to be an offer by the Advertiser or Consumer to purchase Services pursuant to these Terms and Conditions and are subject to acceptance by the Supplier. The Supplier may choose not to accept an order for any reason.
- ii. Ordering of goods through clicking an Affiliate link on the Supplier website will take place on the Affiliate website and the contract of sale will be with said Affiliate. The Party Guide will have no responsibility for goods or services provided by the Affiliate.
- iii. Booking enquiries placed on the Supplier website by the Consumer shall not constitute an order for services. The enquiry will be sent by the Supplier to the Advertiser, who will be responsible for responding to the Consumer. The Supplier will have no responsibility for services provided by the Advertiser to the Consumer.
- iv. Enquiries for party planning services provided directly by The Party Guide Ltd, will not constitute an order. It will remain a statement of requirements

and an invitation to negotiate until such stage as an order can be placed by the Consumer for pre-agreed services by the Supplier.

- v. Ordering of listings by the Advertiser shall be placed by completing the required form on The Party Guide website.
- vi. Acceptance of the order form by the Supplier constitutes the start of a Contract and is subject to a fourteen day cooling off period as required by the Consumer Contracts Regulations.

4. Price and Payment

- i. The price of the Services shall be that stipulated on the invoice. The price is exclusive of VAT.
- ii. Payment of the price plus VAT, must be made immediately. Payment must be made without deduction or set-off.
- iii. All listings shall be subject to a minimum 12 month contract, payable in advance of services.
- iv. Monthly Direct Debit services are offered at the discretion of the Supplier and subject to a 10% surcharge. Monthly direct debits are payable in advance of services. The Supplier reserves the right to revoke this facility at any time with 30 day's notice. Should this occur, full payment of the remainder of the 12 month contract shall be payable immediately.
- v. All Silver listings are subject to a one-off activation charge as specified on the Supplier website. This amount is subject to change at the discretion of the Supplier.
- vi. All Silver listing are subject to a commission charge on bookings received as a result of marketing through The Party Guide website, at a rate agreed between both parties. The Advertiser agrees to monitor such bookings and report any commissions due so that this can be invoiced by the Supplier. Should the Supplier have due cause to believe that valid bookings are not being reported, they have the right to suspend or cancel all Services. This commission charge is in addition to the annual renewal charge for the listing.
- vii. Where applicable, if any payment is not paid on time or any payment is rejected or refused, the amount owing will be treated as overdue and the Supplier will be entitled immediately to cease or suspend the provision of the relevant Service until payment has been received.
- viii. Where applicable, the Supplier shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 3.00% per annum above the base rate of The Bank of England from time to time in force.
- ix. For Gold and Platinum Advertisers, a free gallery website will be created by the Supplier upon request, for the promotion of photographs. This will include a free domain and free hosting whilst the Advertiser has an active listing with the Supplier. The maintenance of content on the gallery website will be the responsibility of the Advertiser. The website and domain remains the property of the Supplier, and the Advertiser has the option to purchase both the site and domain through separate negotiation, either whilst they still have an active listing or for a period of 3 months after cancelling their listing.

- x. For Platinum Advertisers, the Supplier will guarantee a minimum of one promotion in email marketing per quarter and one promotion in social media marketing per month. This may increase at the discretion of the Supplier depending upon relevant campaigns and consumer demand at no additional cost to the Advertiser.

5. Performance

- i. The Supplier shall begin to perform the Services 14 days after receipt of the order and assuming full payment has been made, in accordance with the new Consumer Contract Regulations, which replaced the Distance Selling Regulations on 13th June 2014. Should services be required sooner, a request should be made in writing, by post or email, which also agrees to waive the right of cancellation.
- ii. The Supplier shall perform the Services with reasonable skill and care, and will take all reasonable measures to protect the data of both the Advertiser and Consumer. However, the Supplier does not guarantee that the Services will be uninterrupted, secure or error-free or that any data generated, stored, transmitted or used via or in connection with the Services will be complete, accurate, secure, up to date, received or delivered correctly or at all. The Supplier may have to suspend the Services for repair, maintenance or improvement. If so, the Supplier will restore them as quickly as is reasonably possible.

6. Rights of Supplier

- i. The Supplier reserves the right to withdraw the Services from the Website at any time.
- ii. The Supplier shall not be liable to anyone for withdrawing the Services from the Website or for refusing to process an order..

7. Website Content

- i. The Supplier reserves the right to refuse any content supplied by the Advertiser for inclusion on the website that it deems inappropriate
- ii. The Advertiser warrants that it has ensured that all content supplied by them for inclusion on the website is free from any copyright, trademark and any other limitation of use restrictions.
- iii. For the duration of the Contract the Advertiser grants the Supplier a non-exclusive, worldwide, royalty-free, perpetual, irrevocable right to exercise all copyright, database rights and rights of publicity over any content supplied for inclusion on the website, or any gallery websites created by the Supplier.

8. Cancellation

- i. The Advertiser or Consumer has the right to cancel the Contract, by notice in writing, at any time before fourteen days has passed from the day that the Contract was made, in which case a full refund will be made. If, however, the Supplier starts to perform its side of the Contract with the written agreement of the Advertiser or Consumer within the 14-day period, the right to cancel is lost.
- ii. After the initial 12 months contract have been completed, the Advertiser has the right to cancel at any time with 30 days written notice to the Supplier.

9. **Limitations of Liability**

- i. In the event of any breach of these Terms of Service by the Supplier, any damages sought by the Advertiser or Consumer will be limited to the price of the services ordered.
- ii. The Supplier does not guarantee that the purchase of a database listing will result in increased business for the Advertiser, and cannot be held liable for any perceived financial loss.
- iii. The Supplier cannot be held liable for any negative comments or reviews about any Advertiser Services made by Consumers on the Supplier website or social media sites. Should the Supplier be aware of any such comments before they are published, efforts will be made to bring it to the attention of the Advertiser so that remedial action can be taken.

10. **Customer Complaints**

- i. We endeavour to respond to all customer complaints or queries within seven working days. All such complaints should be made in writing to the Supplier email address at info@thepartyguide.co.uk

11. **Events outside our control**

- i. The Party Guide Ltd shall not be liable for delay or failure to perform any obligation under these Terms & Conditions if the delay or failure is caused by any circumstances beyond our reasonable control, including, but not limited to, acts of god, war, civil disorder or industrial dispute.

12. **Severability**

- i. The foregoing paragraphs, sub-paragraphs and clauses of these Terms of Service shall be read and construed independently of each other. Should any part of this agreement or its paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

13. **Entire Terms of Business**

- i. These Terms of Service, in conjunction with the Separate Terms and Conditions contained on the Website set out the entire agreement and understanding between you and The Party Guide Ltd. We reserve the right to change these Terms of Business at any time, without giving notice to you.
- ii. The Terms of Service applicable at the time of making a purchase shall remain valid until the end of the Contract term, after which time the new Terms of Service will be applied.
- iii. Your use of this website and any service contained within constitutes acceptance of these Terms of Business.

These Terms of Business shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts. Your statutory rights are unaffected.