

Small Print – Search Media Limited - Terms and Conditions

This is a Business to Business Agreement between “You” and “Us”. “Us being Search Media Limited”
We aim to be as honest and open as possible but like everyone, we do need to have a few terms and conditions which protect both you and us. If you are reading these electronically you can enlarge them on your screen.

If you are reading them from the media pack and would prefer a larger print version please call us on 0203 151 6410 or email terms@ufindalocal.com

These Ufindalocal.com Terms and Conditions apply to all new and existing customers of Ufindalocal.com or Motortrades Insight and are effective from 31st March 2014.

Although you may have received some information on our products and services in a leaflet, or received certain information over the telephone, you should read these Terms and Conditions carefully, because they contain important information about your legal rights and obligations.

These Terms and Conditions do not affect your statutory rights. If there is anything that you would like to speak to us about prior to signing your agreement or before you confirm the order with us just ask.

We may need to change our Terms and Conditions from time to time. If we do need to do so, we will let you know, usually by email or in a newsletter which we may send to you from time to time. We will also update our Terms and Conditions online at www.ufindalocal.com with any revised set. If you do not contact us within fourteen (14) days of us sending you a new copy of them, you are deemed to have accepted them and you agree to be bound by the revised terms. Our telephone lines on 0203 151 6410 and are usually open from 0915 through to 1730 Monday to Friday, excluding Bank Holidays. You can also get in touch with us by emailing us at accounts@ufindalocal.com at any time. If you send us an email, we will do our best to acknowledge receipt of it within a day or so, and to resolve any issues that you raise with us in seven (7) working days.

1. What is Ufindalocal.com?

Ufindalocal.com is an internet directory service provided by Search Media Limited. We also offer Telecommunication products and services, internet advertising packages and directory advertising campaigns and website services, all of which are detailed within our Welcome Pack and Product Services Guide.



2. When your Agreement with us begins and ends

Your agreement with us begins on the date that you order and confirm our service. For the avoidance of doubt, this will be the date and time of the recorded telephone confirmation call that we make to you. The service ends on the date shown on your sales order. You agree that this agreement is a business to business agreement and we agree that we will follow the guidelines issued by the Office of Fair Trading in relation to cancellation rights of business to business agreements and any cooling off periods that may apply to business to business agreements. In addition there may be some distance selling legislation to consider, depending on how and when you order our services.

3. Signing your agreement

If you have supplied us with an email address we will provide you with an electronic agreement for you to review and sign. For some of our products and services there is no legal obligation for you to sign the contract in order to be bound by our Terms and Conditions of business and you agree that we may issue your agreement and sales order or invoice based on the information that we confirm with you in our recorded confirmation telephone call that we make to you when you order and confirm our services. If you sign the agreement electronically, we will automatically send you a copy of the signed agreement (usually as a PDF) for your records and information. We will also save a copy of the signed agreement on our computer systems, in case either of us needs to refer to it again in the future. If you do not have email access or you do not provide us with an email address for you, we will send you a copy in the mail, usually by recorded delivery or a similar signed for service.

4. Recording Telephone Calls

You agree that we may record and monitor selected telephone calls between us and you authorise us to save these telephone call recordings on our systems. We may need to refer to them in the future to resolve any matters that may arise from time to time. If we do need to refer to any of these telephone call recordings, you authorise us to provide them to any third parties or group of companies or other companies associated to us or other unspecified third parties that they may be of use to for the purpose of either managing your relationship with us or for dispute resolution purposes.

5. Renewing your Agreement with us

For your convenience, our standard agreements renew automatically unless you specifically tell us not to do so. Our Automatic Renewal process is detailed within point 6 of this agreement. If you tell us not to renew your agreement automatically, we will call you at or just before your renewal date and offer you the chance to renew your agreement manually. If for any reason that we cannot get in touch with you, your agreement will end, and any products or services that you have ordered will be suspended, deleted or disconnected without further notice to you.



6. Automatic Renewals

We will automatically renew this agreement when it ends unless you tell us not to do so. If you do not wish us to automatically renew this agreement, you must either write to us at Jubilee House, The Drive, Brentwood as our main contact point at www.ufindalocal.com at least sixty (60) calendar days before it is due to end. You may prefer to send us an email regarding this matter and any such emails should be sent to optout@ufindalocal.com and should clearly state and quote your agreement number - this can be found on either the top right hand corner of your sales order or within the subject line of the electronic agreement that we sent to you. We recommend that you send any letters to us using recorded or signed for delivery. We will always confirm receipt of your letter or email within seven (7) working days of us receiving it. If you do not receive a confirmation from us, you should send it to us again as we may not have received it.

6.1 It is your responsibility to inform us if you do not wish this agreement to be automatically renewed. If you do not tell us at least sixty (60) calendar days prior to the end date, we will either 1) raise you a new invoice for the services that you ordered on this agreement at our current rate card price, less any discounts that may apply and bill you or 2) contact you by telephone in order to agree any such renewal or order of additional or replacement services.

Discounts that may apply to you may include, but are not limited to, "early bird renewal discounts" which apply if you renew the services before their current end date, and "existing customer discounts" which will take into account your existing relationship with us. We will also price your renewal based on you making the payment in full at the point of order. If you do not wish to, or you cannot afford to make the payment at that stage in full, any discount relevant to the renewal may be reduced or withdrawn and you agree that the rate card price shall prevail. If we agree with you to accept stage payments for the renewal of this agreement, it is important to note that this is not an offer of credit, and it is simply us agreeing that you may make stage payments to us against your sales order. We do not charge a specific fee for spreading payments or taking stage payments, however, if any such payments are not made to us in accordance with the confirmation call, late payment fees may apply in accordance with our current tariff. A copy of this tariff is available upon request. We will always confirm any such renewal with you by way of a recorded telephone call and we will then issue you a detailed electronic agreement and ask you to e-sign it.

We issue VAT invoices and Welcome Packs electronically and you will need to e-sign the electronic agreement in order to receive these documents electronically.

6.2 If the fees that we charge to your credit or debit card or to your bank account are not authorised or honoured, we will let you know by telephone, email, SMS or letter. You agree to pay these fees due to us by alternative means promptly and without delay.



6.3 If we have moved to entirely electronic invoicing by that stage you agree that we may provide your invoice by email to the last email address that you have provided to us. It is your responsibility to update us if you change your email address.

6.4 We appreciate that businesses change over time and the package that was suitable for you last year may not be the most suitable product for you at renewal. We continually develop our products and services and therefore, additional services may suit you better. For example, we launched premium listings in 2010 and enhanced listings in 2011, which provide greater exposure in our search results than those of standard listings. If we renew your order by calling you and discussing various packages, our sales team will recommend what we consider to be the most suitable product and service for you at that time. Your "renewal" of services order, therefore, may differ to the services that you have previously ordered. If this is the case, your new order, additional order or renewal of order will be clarified within the recorded confirmation call that we make with you and within your electronic agreement that we send to you following your order. Details of our current rate card are available on request.

7. Ending your Agreement

You may end your agreement at any time and request us to cancel your products or services, however, you agree to pay the full fees due to us under your agreement that we have invoiced to you and confirmed with you in the recorded telephone confirmation call and within your electronic agreement. Any fees already paid to us are non refundable. This includes any activation fees that you may have authorised or agreed to pay to us. The end of this agreement, for whatever reason shall not affect either of our rights or liabilities. We may end the agreement with you at any time by providing you with thirty (30) days notice. If we end the agreement we will reimburse any balance in payment made to us already.

7.1 We may end the agreement with you immediately and without the need to give you any notice if (a) you do not pay our charges or fees as they fall due to us, or (b) if you break an important term of your agreement. If we choose to end your agreement for any reason we can remove your listings, banner, advertising or campaigns and disconnect any other products or services that you have ordered from us without the right for you to claim any refund and without any further liability to you or your business or businesses.

8. Use of Personal Information

We and other members of our group or other connected companies to us will use your details and information that you have provided to us for the purpose of managing your relationship with us. You agree that we may pass and share this information. You agree that we may communicate with you by email or SMS or other electronic means of your choosing. You agree that any such information that we hold on you and your business may be passed to any successors in title to our business or Group Company.



We are registered with the ICO for the purpose of the Data Protection Act and we take our obligations under this act seriously.

8.1 You have the right to request or access personal information that we hold about you, by writing to us and enclosing a Cheque for £10 payable to us.

8.2 If you have any questions or concerns regarding the way in which we process or handle data about you or your business please email data.controller@ufindalocal.com

9. The Services that we provide to you.

When we provide you with any products or services, we will use the reasonable skill and care of a competent service provider. We will not be responsible for any delay or any failure to provide services to you for reasons beyond our reasonable control or due to any technical problem or fault that may cause us to delay providing the service or services to you or your business.

9.1 Whilst we promote our directory services using natural listings with the major search engines, you cannot place any continued reliance on any such placements or rankings as these are subject to change and are outside of our direct control. Search engines regularly change the way that they return results to their end users of their service and as such if placements have improved or unimproved we cannot be held responsible for any such change.

9.2 You further agree that as some of our products and services that we provide to you are managed and operated by third parties, we cannot be held responsible for matters arising outside of our control or delays that these third parties may cause or create.

9.3 You agree that we have a continued product and service development policy and that we can make changes to the products and services that you purchase and order throughout the term of this agreement. You agree that we can make any such changes that we feel are appropriate without giving you any advance notice of such changes.

9.4 Nothing in this agreement shall constitute a partnership between you and us.

10. Your use of our Products and Services

You must use any products and services that we provide to you in accordance with your agreement with us and any other reasonable instructions that we may issue to you from time to time. You may not use our name or logo without our prior written permission. You must not do anything that may harm or damage our reputation.



You may not use any artwork that we create for your business until you have paid the full fee to us for your agreement. If you do use any such artwork and you have not paid the full fee to us, or you cancel the agreement and continue to use the artwork, you agree that we may raise an invoice to you for £500.00 + VAT and you agree to pay this invoice without delay. If you have paid a previous order or invoice to us by way of a charge to your credit or debit card, you authorise any such invoice for this artwork charge to be charged to the card details that we hold for your business as a recurring payment.

11. 0844 Telephone Numbers

We may include a dedicated telephone number within your package with us or we may sell you a dedicated number as a separate order and agreement.

11.1 The telephone number that we provide to you will remain our property but we assign you the benefit of the number for the duration of the agreement. The duration of this term is detailed on the sales order that we issue to you following the recorded telephone confirmation call that we make to you following your agreement to purchase the number.

11.2 You agree that we can change the telephone number that we issue to you if we need to and we will confirm any such change of number in writing to you within five (5) working days of making such change.

11.3 You agree to pay any fee agreed with you in the recorded telephone confirmation call that we make to you when you order this service. If you do not pay the fee, you agree that we may disconnect the service without providing you any notice and that we may assign any such telephone number to another customer should we wish to do so. You agree that reasonable usage is included within the fee in accordance with our fair usage policy, (which may change from time to time), and that any usage of the telephone number deemed to be either excessive or that breaches the terms of our fair usage policy may be billed to you and that any such fees may be automatically charged to your credit or debit card or to your bank account. Should we need to raise such a charge we will issue you with an appropriate invoice and write to you (by mail or email) to inform you of this matter. Should the payment not be authorised by your card issuer or by your bank you agree to pay any such fees by BACS, Internet Transfer or by Cheque. Should this fee not be paid when requested, we may restrict the service provided to you without further notice in order to prevent you incurring further debt to us.

11.4 We may issue you a telephone number with a prefix other than 0844 and we reserve our rights in this regard should we wish to do so.

12. Charges and Fees

You agree to pay the charges and fees agreed between us promptly and in accordance with the following specific terms and in addition, any specific further terms that we may issue with your sales order.



Important

Where you are making a payment by either credit or debit card, the fee billed covers the cost of the set up of the advertising campaign only and does not pay for any remaining or ongoing service. Any remaining period of service is provided to you on a free of charge basis subject to the payment being authorised by your card issuer. Where you have agreed to make monthly payments, the monthly payment will be billed for a specific month of service only. For example, the payment billed to you in March covers the service provided to you for the month of March; the payment billed to you in April covers the service provided to you for the month of April and so on. We are a PCI (Payment Card Industry) compliant business and we do not store your credit or debit card details. Payments are processed using software provided to us by a market leading provider of payment gateways. We only ever bill payments to you due under the terms of your agreement(s) and will always provide you with a VAT invoice promptly following the payment being authorised.

12.1 We will raise your invoice and/or Sales Order following the recorded telephone confirmation call that we make to you following your agreement to order or to be supplied with our products or services. You agree that we may send your invoice to you either in the mail or electronically if you have provided us with an email address.

12.2 All fees quoted are NET and exclude VAT at the current rate and if you agree to pay by credit or debit card, the fees quoted NET exclude any card processing fees that we may add to your agreement should we decide to do so. Card processing fees, at the current rate, are added to your agreement at the point of order in line with many e-commerce retailers and internet businesses.

12.3 We will exercise our rights under the late payment legislation to claim interest and compensation for any debt recovery costs that we may incur as a result of you not paying your invoice or stage payment against your invoice on the agreed dates.

12.4 Should we need to do so, we will instruct Solicitors to make a request for payment for any overdue amount that you owe to us.

12.5 Should any such request not be paid we reserve our rights to issue a claim against you or your business through the County Court Process. You will be liable to pay any such fees that the courts may decide that you owe to us. You authorise us to issue the courts with copies of emails, letters, agreements or recorded telephone confirmation calls between you and us in relation to your unpaid debt or your obligations to us.

12.6 If your agreement includes future monthly payments due to us, billed by way of recurring payment to your credit or debit card as and when the payment falls due. We will process any such monthly payment within five (5) days of our monthly billing cycle. If you wish to pay your instalment on a specific date you must tell us this at the point of order or sign a standing order mandate that we will send to you.



If you wish to pay by Direct Debit please contact us. If you pay by Direct Debit you are covered by the Direct Debit Guarantee.

12.7 If you wish to change the date that we bill any ongoing future payments to you, please email billing.dates@ufindalocal.com

12.8 Where you agree to pay for the cost of your order across a number of months or a number of recurring payments, it is important to ensure that you have the funds available to meet the payment when we request it. Where payments are declined, or are not honoured by your bank, we may cancel your right to pay by instalments and request the full outstanding balance that is due to us, including where applicable, late payment fees, late payment interest and any debt recovery costs that we may choose to pass on to you.

12.9 Where you have more than one order live with us, we will bill each payment to you separately. For example, if you have three (3) different orders with us, we will bill you three (3) separate payments and not one combined payment.

12.10 If you do not choose to opt out of the Service Enhancement Package which is detailed within this guide, we will bill you the fee relating to this service and send you a VAT invoice within three (3) working days of billing you for this service. If you wish to optout of this element of the campaign, please email optout@ufindalocal.com and follow the specific details contained within your Welcome Pack. If you do not have access to email please telephone us on 0203 151 6410 within fourteen (14) days of your order being made live so that we can opt you out of this element of the service and ensure that you are not billed.

12.11 If a monthly fee or balance payment due to us is not paid in accordance with this agreement we will bill you a late payment fee. This will be in accordance with our current tarriff. Details of this fee are available on request by emailing late.fees@ufindalocal.com or by calling us on 0844 818 0110. Please note that we may make changes to the late payment fee tarriff from time to time to reflect more accurately the costs that we may incur in managing customer relationships with us.

12.12 If we provided you with a user account for the purpose of you monitoring your campaign with Ufindalocal.com you can run as many reports as you wish throughout the course of your agreement with us. If you require any help with using this system please call us on 0844 818 0110 or email user.accounts@ufindalocal.com for assistance. You agree that we may charge you a one off fee of £9.99 including VAT during January of the year immediately after you join in order that you may continue to use your account login until your contract with us ends. If you do not wish to pay this fee it is important that you email user.accounts@ufindalocal.com prior to 31st December of the year in which you order our services.



.If you do not send such an email you agree to be billed a one off fee of £9.99 including VAT for this element of your service with us. You agree that we may pass this charge to your credit or debit card or to your bank account if you have chosen to pay us by Direct Debit and we agree to send you a VAT invoice prior to the end of January of the year in which we bill you.

12.13 If your credit or debit card expires throughout the term of your agreement with us or the card is lost or stolen and your card issuer replaces your card you agree to provide us with an alternative credit or debit card number so that we may bill you as and when your payments fall due to us.

12.14 If you are paying your fees to us via Standing Order and you change bank accounts throughout the term of your agreement you agree to pay any fees to us promptly and you agree to complete and return to us a new Standing Order Mandate so that your future payments may be paid to us by your bankers as they fall due. Our normalised monthly payment date for Standing Order instructions in the 1st of the month.

12.15 If you are paying your fees to us by Direct Debit (DD), you agree to complete a DD Mandate on request or if we use paperless DD you agree to pay the fees due to us by DD in accordance with the schedule that we agree either within your Welcome Pack and Electronic Agreement or subsequently should we change your payment plan or payment due dates.

12.16 We agree to be bound by the terms of the Direct Debit Guarantee and any other specific guidelines that may be issued to us by our bankers or Direct Debit sponsor throughout your agreement.

12.17 You agree that where we do agree to make a refund to you, we shall refund the transaction using the original payment method, for example, if you paid us by Cheque, we shall refund you by Cheque. If you paid us by credit or debit card, we shall refund you by credit or debit card. We can only make a refund to the same credit or debit card that you paid us with.

13. Right of Assignment

This invoice may be assigned to third parties by us but may not be assigned by you without our prior written consent.

14. Limitations of Advertisers

Unlike many directories, we limit the number of advertisers per classification. This limit will be reviewed from time to time.



14.1 At the time of going to print (Aug 2012) this limit is set to ten (10) per town, per classification across the website for standard directory listings. Please note that we may review these limits from time to time. The level of ten (10) is an average across the website, which means that in some areas more than ten (10) advertisers may appear and in other areas less than ten (10) advertisers may appear. For details of our current averages please email average.advertisers@ufindalocal.com

14.2 The limit for banner campaigns is currently set to four (4) per classification per town.

14.3 The limit for Category sponsorship positions is currently set to one (1) per classification per county.

14.4 The limit for premium directory listings is currently set to one (1) per classification per town.

14.5 The limit for homepage sponsorship positions is currently set to twenty (20) advertisers per county.

14.6 The limit for enhanced directory listings is currently set to five (5) per classification per town.

Payment Breakdowns / Allocation for Services

15.1 Where your agreement includes multiple products or services and includes directory listings as part of the overall order, you agree that the directory listings have been included free of charge and that the fees requested on your invoice are in respect of the other products or services detailed on it, for example a banner or an 0844 telephone number.

15.2 Where your invoice includes directory listings and an 0844 telephone number, you agree that the full fee requested on the invoice is in respect of the 0844 telephone number and the element of the fee requested for directory listings is £0.

16. Our Responsibility to you We do not exclude or restrict our liability for (a) death or personal injury caused by our negligence, (b) fraud, or (c) any of our other liabilities that cannot by law be restricted. The maximum liability in respect of this agreement from us to you is the net invoice value in all cases.

17. General Provisions

If at any time we do not require you to comply with any part of your agreement with us, this does not prevent us from asking you to do so at a later time. If any part of your agreement is found to be invalid by a court of law or other competent body, the invalidity of that part shall not affect the rest of the agreement that you have with us. Any notices or communications that you send to us in relation to your agreement with us should be sent by recorded delivery or signed for mail to our offices at Swiss House Beckingham Street, Tolleshunt Major, Essex, CM9 8LZ.



17.1 We can only speak to the entity named on the agreement should you telephone us regarding the agreement, the billing or the order that you have made with us.

17.2 A person who is not party to this agreement with us has no right under the Agreement (rights of third parties) Act 1999 to enforce any part of the agreement. English law applies to your agreement with us and any disputes about this agreement will be decided exclusively by the English courts.

18. Complaints. We take all customer complaints seriously. If you have an issue with any aspect of our service, please call us on 0203 151 6410 or email customer.service@ufindalocal.com or refer to the Complaints Procedure which is detailed within the Welcome Pack that we send to you when you agree to purchase our products or services.

19. Unfair Contract Terms Act

You agree that in relation to any agreement with us, you are dealing in a business capacity and are not and will not "deal as a customer" for purposes of section 12 of the Unfair Contract Terms Act 1977. You agree that this is a Business to Business Agreement.

20. Demand for Payment

Where your agreement relates entirely to internet directory listings it is not a request for payment until such time that you have completed and signed your electronic agreement that we have sent to you and you agree that we may raise a sales order or invoice at the time of your recorded confirmation telephone call in order that it may be included within your e-agreement to form part of the contractual terms of your agreement.

21. Meaning of Certain Words

Ad-words - A pay-per-click advertising campaign on www.google.co.uk or other internet websites.

Agreement - The agreement between you and us as set out within these Terms and Conditions.

Working Day - Means a day other than a Saturday or Sunday, on which the clearing banks in both London and Edinburgh are open for business.

Card Processing Fee - In line with internet businesses and e-commerce retailers, we may choose to charge you a fee if you choose to pay us by credit or debit card.

Confirmation Call - Means the recorded telephone call made by us to you following your agreement to order our products and services.



E-Agreement / Electronic Agreements - A legally binding agreement that we send to you, usually by email following your order. The e-agreement includes our full terms and conditions of business, details of the product and services you have ordered and the fees you agree to pay us for your order and any other terms and conditions that you need to be made aware of.

Fees - The costs and charges that you agree to pay us for your order.

Group - Other companies associated to us or owned by us.

Multiple Invoices - More than one live agreement with us.

Terms and Conditions - These terms and conditions of business, as updated from time to time.

Us - Ufindalocal.com and/or other group companies.

Welcome Pack - The pack that we send you after you have agreed to order our products and services.

You - You and your business, your company or trading style that orders or confirms our services.

About Electronic Agreements

E-signatures are a fast and efficient legal alternative to written signatures. They are every bit as secure as a hand written signature, but save the time, cost and effort of faxing, emailing and printing. More information relating to electronic agreements can be found by typing the following phrase into Google; "The 1999 EU Electronic Signatures Directive" and also "UK Electronic Communications Act 2000". Other laws set similar protection across Europe. You should only sign and complete this electronic agreement if you wish to be legally bound by it.

About Cancellation Rights

The Government Department for Business, Innovations and Skills (BIS) publish information regarding Cancellation Rights and the Distance Selling Legislation. The Distance Selling (Mail Order, Telephone and Internet Shopping) Fact Sheet is available to download from: www.berr.gov.uk/whatwedo/consumers/fact-sheets/page38102.html In September 2009 this factsheet confirmed that businesses do not have the same right to cancel services as customers do - and in particular, Business to Business transactions made live following an order have no automatic right to cancel even if they have been sold by telephone, text message or through the internet.



Direct Selling Regulations (DSR Regulations) apply to both goods and services where the contract or agreement is made live without any face-to-face contact between the supplier and the consumer, certain goods and services are exempt from these regulations. BSI state that the DSR Regulations do not apply to Business to Business Agreements.

The office of Fair Trading publish a guide entitled "A Short Guide for Businesses on Distance Selling" which can be downloaded from: www.offt.gov.uk/shared_offt/business_leaflets/general/oft913.pdf Of particular relevance is page 8 which states "Different rules apply to services where the consumer agrees that the service starts before the usual cancellation period expires"; These are: "Where you have been supplied the required durable information before the service starts and the consumer agrees to the service starting before the end of the usual cancellation period, their cancellation rights will end when the performance of the service starts". Services offered to you by www.mtin.co.uk and Search Media Limited, are made live almost immediately after you sign your electronic agreement.

Directory Advertising

In line with the majority of UK Directory Operators we do not offer a "Pay As You Go service" and the service that you order from us cannot be cancelled mid-term. If we make an exception to allow you to cancel your service mid-term we reserve the right to retain the full amount of fees that you have paid to us to date and also to charge you a cancellation fee, details of which will be provided to you at the time and in accordance with our current tariff.

Please note that we do not have control over websites or content offered by third parties and should the OFT or BIS change the location of the content that we have detailed above for your ease of reference we cannot be held responsible for any such changes.

Important - Signing this Agreement formalises your order with us and you agree to be bound by these terms and conditions of business for the duration of your agreement with us.

