

Executive Grapevine International Limited [EGIL]

TERMS & CONDITIONS

All transactions are subject to the following terms and conditions. These shall form part of any contract concluded between EGIL and a buyer. This does not affect your statutory rights as a consumer. In any dispute with EGIL regarding these Conditions of Sale or the supply of products to the buyer, the parties shall submit to the jurisdiction of the English Courts.

GENERAL

A contract is established between EGIL and a buyer when an offer is made by EGIL to the buyer and confirmation of acceptance of that offer is received. Confirmation of acceptance for directory orders, magazine subscriptions, and lists can be in the form of written confirmation via email, fax or post. Confirmation for all advertising bookings, conference bookings and eGOLD subscriptions must be in the form of a signed booking form. These shall be deemed conclusive evidence that the buyer agrees to be bound by these Conditions of Sale.

CHANGES IN SPECIFICATION

EGIL reserves the right to make changes at any time, and without notice, in the materials, dimensions, colours, content and design of its products and such changes shall not affect the validity of any contract with the buyer provided that such variations and modification do not adversely affect, in any material way, the performance of the products, the quality of workmanship or of materials used.

CONFERENCE

We reserve the right to alter the content of the programme and change details of the event without notice.

PRICES

The prices confirmed at the point of purchase will remain fixed during the transaction. EGIL is registered for VAT (value added tax), for sales of electronic data, advertising and conference tickets. Please note there is currently 0% VAT on book sales and magazine subscriptions.

PRE PUBLICATION DISCOUNTS

Pre publication discounts are offered, prior to publication of a directory, to buyers who have an entry listed in that directory.

STANDING ORDERS

The price confirmed at the time of booking will be fixed for 3 years.

ADVERTISING & SPONSORSHIP

Prices for Advertising and Sponsorships are subject to agreement with the buyer and EGIL at the time of booking.

TRADE

Trade discount is subject to agreement with the Bookshops and EGIL at the time of purchase.

AGENCIES

Agencies and List Brokers may apply for a % commission, which will be agreed at the time of booking.

WEBSITE

All prices quoted on the website are correct at the time of booking, and remain fixed during the transaction.

INTERNATIONAL ORDERS

All orders received from overseas will be charged in £ sterling and will include VAT, unless requested otherwise. Orders from outside the UK, and charged in currency other than £ sterling, will not be subject to VAT.

TRADE MARKS

EGIL's trademarks are the EG logo, 'The Grapevine', 'EG2008', and eGOLD.

The buyer may not at any time alter or deface any trade marks identified on the products with the intention of attaching or juxtaposing another trade mark, unless the buyer is in receipt of EGIL's express prior permission in writing.

COPYRIGHT

The copyright in any design, presentation, packaging and/or literature in connection with the products shall remain the property of the owner of that copyright and no right or license (except as to the use for which the products are supplied) shall be granted hereby whether express or implied.

IMPORT/EXPORT LICENSE

Where applicable the buyer will be responsible for obtaining an import/export license and for ensuring compliance with all regulations governing the admission of the products into the country of delivery. EGIL cannot provide replacement products or refunds in the event of export licenses being refused.

WARRANTIES

EGIL makes no warranty in respect of any products or services supplied by EGIL, or any products or services referred by EGIL on the EGIL website but supplied by a supplier independent to EGIL. EGIL make no warranty in respect of advertisements placed in their publications. Views expressed by contributors at the EGIL conferences or in any EGIL publications are their own. EGIL disclaims any liability for advice or views expressed either at the Conference or in The Grapevine Magazine.

DELIVERY AND DISPATCH

EGIL shall not be liable for delay or failure to deliver products promptly if such failure arises due to force majeure, industrial action, war, fire, accident, mechanical failure, non-availability of Internet services; delay or delivery failure by EGIL suppliers; government action, legislation or regulation of any kind; Act of God, or any circumstances whatsoever outside EGIL reasonable control.

TELEPHONE / WRITTEN BOOKINGS

Despatch of books in stock, ordered via the telephone, web site or in writing will normally take place within 48 hours of the order confirmation. Delivery to addresses in the UK is normally within 3-5 working days, and to addresses outside of the UK is normally within 5-10 working days. The buyer is regarded as the importer of the goods and may therefore be subject to additional charges, duties and/or taxes, which will be the sole responsibility of the buyer. EGIL is not responsible for any additional costs or expenses incurred by the buyer save as are specifically included within the delivery charge or as otherwise provided for herein.

DELIVERY PRICES

EGIL reserves the right to alter the delivery charge in line with courier charges.

LOSS OR DAMAGE IN TRANSIT

EGIL responsibility for loss or damage in transit will be limited to replacing the lost or damaged products.

CANCELLATIONS, REFUNDS & RETURNS

Save with the written consent of EGIL, the buyer shall not be entitled to cancel the contract or any part thereof nor to require delay in its performance, and such consent will only be given on terms which will indemnify EGIL against any loss occasioned thereby. If EGIL agrees to cancel an order there will be a £50 administrative charge.

BOOKS

EGIL do not give refunds or credit notes on reference titles, nor accept returns. If a product arrives damaged it will be replaced. If a wrong title has been ordered, EGIL will replace it with the correct one upon acceptance by the buyer of a £50 administrative charge and the return of the book(s) in perfect condition. Any refund in cost due will be issued as a credit note. It is the buyer's responsibility to return the publication(s) to EGIL where, upon receipt, EGIL will despatch replacement(s).

STANDING ORDERS

Standing orders are valid for 3 years from the time of booking. EGIL do not accept cancellations of standing orders. Standing orders cannot be cancelled if the individual responsible for setting up the standing order leaves the company, however the buyer is entitled to change the name of the individual who is to receive the standing order.

MAGAZINE SUBSCRIPTIONS

EGIL do not give refunds on, or accept cancellations of magazine subscriptions. Subscriptions cannot be cancelled if the individual responsible for setting up the subscription leaves the company, however the buyer is entitled to change the name of the individual who is to receive the subscription. A subscription will start upon receipt of payment by EGIL.

ADVERTISING

EGIL do not accept cancellations once we have received a signed booking form from the buyer. The acceptance of advertising is in no way linked to any profile information carried in any EGIL directories. EGIL do not give refunds on advertising bookings.

ELECTRONIC DATA

EGIL do not accept cancellations once the buyer has confirmed an order. If inaccurate data is reported to EGIL within 3 months of data being issued, the data will be verified and all genuine errors will be credited to the buyer proportionally. E.g. 5 mistakes in 100 records will receive 5% of the cost as a refund.

eGOLD

Please refer to separate terms & conditions.

CONFERENCE

Once EGIL have confirmed an order, Conference bookings cannot be cancelled. You are entitled to substitute the delegate up to 14 days prior to the event. If

you are unable to find a substitute the fee will remain payable. Delegate bookings are non refundable.

OUR RIGHT TO CANCEL - CONFERENCE

EGIL reserve the right to cancel the conference programme due to circumstances beyond our control. In the unlikely event of cancellation, full refunds will be given. EGIL will not be liable for any consequential loss.

CONSUMER PROTECTION (DISTANCE SELLING) REGULATIONS 2000

We draw buyers attention to paragraph 13 of the Consumer Protection (Distance Selling) Regulations 2000, Exceptions to the Right to Cancel, Subsection C which refers to goods made to customer specification and includes any form of personalised electronic data purchased from EGIL and Subsection e which refers to newspapers, periodicals or magazines, which covers all printed material published by EGIL. Once confirmed these orders may not be cancelled except under the terms listed in this document.

INVOICING

Orders to be invoiced must be supplied with a purchase order number. Payment terms are 14 days from invoice date unless otherwise agreed.

BOOKS, MAGAZINE SUBSCRIPTIONS & DATA

Book or data orders for over £500 will be invoiced once written confirmation of the order is received.

PREPUBLICATION DISCOUNTS

All prepublication orders will be invoiced when the order is received and must be paid in full by the date specified at the time of ordering in order to qualify for the prepublication discount. Where payment is not settled by this date the buyer will no longer qualify for the prepublication discount and will be invoiced at the full retail price.

STANDING ORDERS

All standing orders will be invoiced on the day the publication is sent to the publishers.

DATA, eGOLD & ON-LINE ADVERTISING

All orders will be invoiced once written confirmation of the order is received.

PRINT ADVERTISING

All advertising will be invoiced on the day the publication is sent to the publishers.

CONFERENCE

Conference bookings will be invoiced on receipt of confirmation of delegates booking. **All fees are payable in advance.**

PAYMENT TERMS

EGIL reserve the right to request payment in advance.

TELEPHONE / WRITTEN ORDERS

Orders under £500 from buyers inside the UK and all orders from buyers outside the UK must be supplied with credit card details. EGIL accept Visa, Mastercard, Amex and most debit cards including Switch/Maestro and Electron. Orders over £500 may be invoiced with payment due 14 days from the date on the invoice. We reserve the right to charge late payments at 12% pa, subject to our terms & conditions.

WEBSITE

Payment via the website can be made by debit or credit card. EGIL can accept Visa, Mastercard and Switch/Maestro. EGIL uses Secure Trading, a recognised online credit payment agency who has secure server software encryption to keep the payment transaction private and protected. EGIL has no access to personal credit card details and reserves the right to contact either Secure Trading or our merchant service provider to verify your authenticity as a customer. You may be asked to provide further details for us to check you are a valid user.

Please note: EGIL reserves the right to retake possession of the products in the event of non-payment. Any such products or part of products so re-possessed may be re-sold, without notice to the buyer, and without prejudice to the right of EGIL to claim damages against the buyer for any losses or expenses incurred, save that the proceeds of such sale shall be set off against any sums due from the buyer in respect of the products.

HOW TO PAY YOUR INVOICE

By Credit Card

We accept American Express, Visa and Mastercard

By Debit Card

We accept most debit cards including Switch/Maestro and Electron

By Cheque

Please send a cheque payable to **Executive Grapevine International Ltd**, to 5th Floor, Rosanne House, Parkway, Welwyn Garden City, Hertfordshire, AL8 6HG

By BACS

Barclays Bank 20-74-09 A/C No. 93407748