

- 1. THE CONTRACT BETWEEN** the Reseller and Direct Market Services Ltd (DMSL) Trading as FixITlocal.
 - 1.1. The FixITlocal brand name and identity is owned, operated and maintained by DMSL (The Company). DMSL is registered in England under company number 3544855, registered office is at 46-54 High Street, Ingatestone, Essex CM4 9DW.
 - 1.2. Please read these conditions carefully as they set out the rules for your use, and how the Company supplies services to your business. By subscribing to fixITlocal you accept and agree to be bound by these conditions, which shall govern the agreement between us. These terms and conditions apply to the fixITlocal subscription only. Services supplied by other companies are subject to their contract and terms and conditions.
 - 1.3. The Company reserves the rights to change these conditions at any time, by informing you of such changes by post or email.
 - 1.4. The subscription entitles you to:
 - 1.4.1. A listing within the National Call locator (0844).
 - 1.4.2. Inclusion in web site post code search engine.
 - 1.4.3. Participation in vendor programmes & incentives as relevant.
 - 1.4.4. Inclusion within marketing programmes.
- 2. CONDITIONS**
 - 2.1. These conditions govern your use of services provided by the Company ("Services" or "Service") and any products or services purchased by your business from the Company ("Products").
 - 2.2. As part of subscribing you also agree to subscribe to either the PC Association (PCA) or Mac Technology Association (MTA)
- 3. LICENCE AND RIGHT**
 - 3.1. The Company retains all rights, title and interest in and to the FixITlocal brand name and identity, the services, and data furnished to you by the Company, and all content and formats accessed by you and/or provided by you in connection with the Services.
 - 3.2. The Company grants to your business a non-exclusive and non-transferable licence to use the FixITlocal brand name and access Services in accordance with these conditions.
 - 3.3. You are responsible for all use made of the Services, the Information and any Products purchased and the Company will not be responsible for any infringement of third party rights which arise as a result of your use of these materials.
 - 3.4. Any information supplied to you by the Company must remain confidential and may not be divulged to any third party or made public via websites, forums, blogs or any other online or offline means of communication without prior written permission from a director of The Company.
- 4. SPECIFICATIONS AND ACCURACY**
 - 4.1. The Company has made every reasonable effort to display on all online and printed communications as accurately as possible a description of the Service and the Products. However, some slight variations may occur from time to time.
- 5. TERM**
 - 5.1. This agreement will be for a minimum period of twelve months (12) and will be automatically renewed at the anniversary date for a further minimum twelve month period unless cancelled in writing thirty days (30) before the renewal date.
- 6. SUBSCRIPTION REQUIREMENTS**
 - 6.1. Subscription to FixITlocal is conditional on:
 - 6.1.1 you completing the on-line Acceptance Form agreeing to be bound by these Terms and Conditions;
 - 6.1.2 you being and remaining a reseller for the Company pursuant to a subsisting Reseller Agreement ('the Reseller Agreement');
 - 6.1.3 minimum commission payments being received by the Company pursuant to the Reseller Agreement totalling not less than £75 in any three month period.

7. CANCELLATION BY THE COMPANY

- 7.1. The Company reserves the right to cancel the subscription to FixITlocal, if for any reason:
 - 7.1.1. Any of the conditions in Clause 6 are not fulfilled.
 - 7.1.2. the Company believes your on-going subscription is not, for any reason, beneficial to the FixITlocal brand
- 7.2. On cancellation you must cease immediately to include the FixITlocal name or any form of FixITlocal branding within your marketing communications, retail space, website, or in any form of communication with your customers or suppliers.

8. CANCELLATION BY YOU

- 8.1. You may cancel your subscription to FixITlocal at any time by providing notice to the Company in writing. Cancellation will take effect from the end of the then current twelve month term period.
- 8.2. On cancellation all rights and licences granted to you in these Conditions will be terminated.
- 8.3. On cancellation you must cease immediately to include the FixITlocal name or any form of FixITlocal branding within your marketing communications, retail space, website, or in any form of communication with your customers or suppliers.

9. END USERS OF FIXITLOCAL SERVICE

- 9.1. The end users of the FixITlocal service will contract directly with the FixITlocal Reseller. The Company has no interest in and gains no benefit from the commercial arrangement between you and your customer.
- 9.2. The Company will not be responsible for any damages that result from work carried out by a Reseller.

10. DISCLAIMERS AND LIABILITY

- 10.1. You agree to indemnify, defend and hold harmless the Company and its affiliates, officers, directors, employees and representatives from any claim or cause of action arising out of, or relating to:
 - 10.1.1. use of the Service by individuals or entities which have not been authorised by these conditions to have access to and/or use the Service.
 - 10.1.2. your breach (or any of your employees' breach) of these conditions.
- 10.2. Certain content, products and services available may include materials from third parties. In addition, the Company may provide links to certain third party websites. With respect to such material, the Company is a distributor and not a publisher. You acknowledge and agree that the Company has little or no control over, and is not responsible for examining or evaluating the content or accuracy of any such third party material or websites. The Company does not warrant or endorse and does not assume and will not have any liability or responsibility for any third party materials or websites, or for any other materials, products or services of third parties. Links to other websites are provided solely as a convenience to you.
- 10.3. The Company shall be under no liability in respect of any defect arising from your use of the Services, incompatibility of your equipment, your failure to follow instructions and access the Services, or any misuse or alteration of the Services whatsoever.
- 10.4. The Company does not warrant that the website and the Services will be uninterrupted, secure or error-free or that this website and the Services will be free of viruses or other harmful components.
- 10.5. Subject to paragraph 10.7, the Company will not be liable for any loss or injury arising out of, in whole or in part, the Company's conduct in procuring, compiling, interpreting, reporting or delivering Services.
- 10.6. Notwithstanding any other provision in this clause 10, each party's liability to the other party for death or personal injury resulting from its own or that of its employees, agents' or subcontractors' negligence or for fraudulent misrepresentation shall not be limited.
- 10.7. Save as precluded by law, the company (and any third party) will not be liable to you or any third party for any indirect, incidental, special, punitive or consequential loss, damage or expenses (including without limitation any loss of materials or data, loss of profits, damage to goodwill, loss of savings, business interruption or wasted expenditure) howsoever arising out of your use of this website, the service and/or the products, even if advised of the possibility of such damages. We shall have no liability to pay any money by way of compensation other than to refund the amount paid for the services or products in question to the maximum aggregate sum of £1000. The foregoing limitations shall apply Page 3 of 3 regardless of theory under which such cause of action is brought, whether in contract, tort, warranty or otherwise. Any claims must be brought, in accordance with these conditions, within 12 months of the first occurrence giving rise to such claims, or such claims will forever be barred.

11. INVALIDITY

- 11.1. If any of these conditions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other conditions, which shall remain in full force and effect.
- 11.2. If any of these conditions is found to be invalid or unenforceable but would cease to be invalid or unenforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make valid and enforceable.

12. THIRD PARTIES

- 12.1. Except for the Company's affiliates, directors, employees or representatives, a person who is not party to the contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of such contract. This does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

13. ENTIRE AGREEMENT

- 13.1. These conditions set out the whole of the Company's agreement relating to your access to and use of this website and the Service and the supply of the Products to you. Nothing said by any sales person on the Company's behalf should be understood as a variation of these conditions or as an authorised representation about the nature or quality of any Products offered for sale by the Company. Save for fraud or fraudulent misrepresentation the Company shall have no liability for any such representation being untrue or misleading.

14. GOVERNING LAW AND JURISDICTION

- 14.1. The contract between the Company and you, and any matter arising from or in connection with these conditions, shall be governed by and construed in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between the parties.
- 14.2. Any claim or cause of action against the Company arising out of or related to use of this Website, the Service or otherwise under these conditions must be filed within one (1) year after such claim or cause of action arose.

15. ELECTRONIC DELIVERY POLICY

- 15.1. You agree that the Company may provide to you required notices, agreements and other information electronically as specified in these conditions. If you want to withdraw your consent to receive notices electronically, you must discontinue your use of this website.

16. MISCELLANEOUS

- 16.1. This website is intended exclusively for residents of the United Kingdom. The Company makes no representations that materials in this website are appropriate or available for use in other locations. Those who choose to access this website from other locations do so at their own risk and are responsible for compliance with any and all local laws, if and to the extent local laws are applicable. The failure of the Company to exercise or enforce any right or provision of these conditions will not constitute a waiver of such right or provision.