

Terms and Conditions

These terms and conditions are deemed to be incorporated in every contract entered into with Caspian Partnership Limited.

1. Caspian Partnership Limited means the company registered at 41a Bell Street, Reigate, Surrey RH2 7AQ.
2. Caspian means Caspian Partnership Limited as registered at the address mentioned above.
3. The conditions means the standard terms and conditions set out in this document and (unless the context otherwise requires) Includes the agreed conditions.
4. Agreed conditions means the agreed terms and conditions/list rental orders or contracts agreed in writing between Caspian and the client.
5. Contract means the agreement between the client and Caspian for the right to use the goods, which is made subject to these conditions.
6. The client means the individual firm, limited company or other party specified in the contract that is acquiring the right to use the Goods direct from Caspian either for its own use or by user.
7. The user means the individual firm, limited company or other party specified in the contract that is using the goods other than the client.
8. The goods mean any products, materials or services supplied by Caspian including information and lists.
9. Information means any printed or data material supplied as goods including printed lists, computer tapes or any other form of transferring or recording data.
10. Lists are any information, which is made up of names and addresses of individuals or businesses.
11. Processor means any third party specified in the contract responsible to the client or user to assist the client or user in the use of the goods.
12. Force majeure means in relation to either party to the contract any circumstances beyond the reasonable control of the that party including without limitation any strike lockout or other industrial action.
13. Any reference in these conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
14. These conditions shall govern the contract to the exclusion of any other terms and conditions subject to which any quotation is accepted or purported to be accepted or any order is made or purported to be made by the client.
15. No variation to these conditions shall be binding unless agreed in writing between Caspian and the client.
16. Any typographical, clerical or other error or omission in any literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Caspian shall be subject to correction without any liability on the part of Caspian.
17. A failure by either party to the contact to exercise or enforce any rights conferred upon it by the contract or these conditions shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.
18. No order submitted by the client shall be deemed to be accepted by Caspian unless confirmed in writing by a duly authorised representative of Caspian.
19. The client shall be responsible to Caspian for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the client and for giving Caspian any necessary information relating to the goods within a sufficient time to enable Caspian to perform the contract in accordance with its terms.
20. No order which has been accepted by Caspian may be cancelled by the client except with the agreement in writing of Caspian and on terms that the client shall indemnify Caspian in full against all loss (including total profit) costs, damages, charges and expenses incurred by Caspian as a result of cancellation and in all cases shall be subject to a minimum charge to the client by Caspian of £100.00.
21. The price if goods shall be as stated in the agreed conditions set as set by Caspian. All prices quoted are valid for 30 days only or until earlier acceptance by the client after which time they may be altered by Caspian without giving notice to the client.
22. All prices quoted are exclusive of any applicable value added tax (VAT) which the client shall be additionally liable to pay on the rendering of an invoice.
23. The client is liable to pay all charges for handling and carriage.

24. Subject to any special terms agreed in writing between Caspian and the client, Caspian shall be entitled to invoice the client for the price of the goods or at any time after delivery of the goods unless the goods are to be collected by the client or the Client wrongfully fails to take delivery of the goods. In such an event, Caspian shall be entitled to invoice the client for the price at any time after Caspian has notified the client that the goods are ready for collection.
24. The client shall pay the price of the goods within 30 days of the date of the Caspian invoice. Caspian shall be entitled to recover the price notwithstanding that delivery may not have taken place.
25. The time of payment of the price shall be the essence of the Contract. Receipts for payment will be issued only upon request.
26. If the client fails to make any payments on the due date then without prejudice to any other right or remedy available to Caspian, we (Caspian) shall be entitled to terminate the contract. Alternatively, Caspian can require the immediate return of the information/goods. Otherwise Caspian can charge the client interest (both before and after any judgement) on the amount unpaid at the rate of 2% per month until payment in full is made (a part of a month will be treated as a full month for the purpose of calculating interest). Another option that Caspian can pursue is to set off against the price of the goods any sums owed by PPS to the client.
27. Any dates quoted for delivery of the goods are approximate only. Time for delivery shall not be the essence unless previously agreed by Caspian in writing.
28. The client must inspect the goods within 7 days of receipt and must notify Caspian of any damage or shortage to the goods supplied. If no such notification is given it shall be conclusively presumed that the goods are complete and in good order and condition and fit for the purpose for which they are required and in every way satisfactory to the client.
29. The client (an all its employees who have access to any information)) agrees to maintain secret and confidential all information obtained from Caspian pursuant to the provisions of the contract and all other information that it may acquire from Caspian in relation to Caspian in the course of the contract. The obligations as to confidentiality in this clause shall remain in full force and effect notwithstanding any termination of the contract.
30. The client shall not be entitled to assign or sub-licence the rights of the contract to any third party without the prior written consent of a duly authorised representative of Caspian.
31. The client shall ensure that any user or processor firstly is supplied with a copy of these terms and conditions and that they undertake to act or not (as the case may be) in such ways as shall be consistent with the clients obligations in the contract.
32. The client shall indemnify Caspian against any breach of the contract by the client or due to any act or omission of the user and or the processor which if it were an act or omission of the client would constitute a breach of the contract.
33. The client agrees to conform and to procure that any user conforms at all times with the British Code of Advertising Practice and the Data Protection Act 1984.

Data Supply (conditions 34 – 37)

34. All lists supplied will contain a small quantity of seeds in order to monitor the Usage.
35. Unless otherwise agreed in writing and duly authorised by the Client and Caspian, the client shall use the information once only and as specified in the agreed conditions and in any event within 6 months of the delivery of the information to the client.
36. All mailing pieces must be approved in advance as must all telephone scripts for data supplied for telemarketing campaigns.
37. If net names are agreed between Caspian and the client then these will be discounted accordingly on the initial invoice. However, if the relevant evidence is not supplied to substantiate the discount then a second invoice for the balance will be issued.
38. Caspian may terminate any contract by giving written or verbal notice to the client.
39. Caspian may terminate the contract immediately upon breach by the client of any of these terms and conditions of this contract.
40. Upon termination of the contract, the client shall cease to use the information and return the information to Caspian unless Caspian directs otherwise in writing.
41. Upon termination, the client will confirm in writing to Caspian that point 40 has been complied with by them.
42. If either party to the contract is affected by Force Majeure it shall promptly notify the other party of the nature and extent of the circumstances in question.
43. Unless otherwise provided in these conditions, any notice required to be given by either party to the contract to the other shall be in writing and shall be served by sending the same by registered or recorded delivery post to the address of the other party as notified by that party as being its address for service.
44. The construction, validity and performance of the contract shall be governed in all respects by English Law.
45. If any term or provision in the contract shall be held to be illegal or unenforceable in whole or part under any enactment or rule of law such term or provision or part shall to that extent be deemed not to form part of the contract but validity and enforceability of the remainder of the contract shall not be affected.