

## **Subscription Terms and Conditions**

### Contracting Party

Your subscription contract will be fulfilled by Vaxandi Ltd , a company registered in England and Wales under registered number **07478938** with registered office at 32 Queen's Terrace, Southampton, SO14 3BQ, United Kingdom.

### When the subscription contract is formed

When you click "Subscribe" on-line, or email or telephone us with details of your order, you are making an offer to take out a subscription which if accepted by us, will result in a binding contract.

A legally binding contract is formed on the date we send you confirmation of your order with an invoice. The subscription date starts on the date specified in the invoice and runs for 1 year.

We reserve the right not to accept or process your order for any reason. All orders are subject to validation checks. If we do not accept your order

### Delivery

We will deliver the search results to the address(es) you specify to us. You agree that we will not be responsible for failure to deliver the email if you have supplied us with an incorrect address or your system blocks or our emails. We reserve the right to dispose of incorrectly addressed emails without an obligation to refund you or any other person if they are returned to us and despite efforts to contact you we do not receive correct address details.

### Delay in delivery and non-delivery

We will not be liable to you for any delay in delivery or non-delivery of the search in the following circumstances:

1. where the issuer of your payment refuses to authorise payment to us or if your payment is late by 1 month from the invoice deadline;
2. where such delay or failure is due to circumstances beyond our control or the control of our sub-contractors and agents, including but not restricted to war, electricity power failure, utilities failure, failure of telecommunications links, failure of transport infrastructure, fire, flood, government act, act of God, legislative constraints, strikes, labour disputes or malicious damage involving employees.

### Cancellations and Refunds

1. Where a minimum term of 12 months is subscribed to, no refund is given for part of unused subscription if you cancel before the minimum term.
2. For all other subscriptions, you may cancel your subscription contract by notifying us with a minimum of 1 month before the renewal date of your subscription. The renewal date is the day after the subscription date presented in your invoice. See contact details below for cancellation.

### Price Information

Prices displayed on the subscriptions section of the website will prevail at all times in relation to orders placed on-line.

If you make ongoing Direct Debit payments, we reserve the right to increase our prices at any time after the first year of your subscription has elapsed and will notify you in writing with 10 days notice of any such price increase.

Although we try to ensure that all prices are accurate, errors may occur. If we discover an error in the price of your order, we will inform you as soon as possible. You will have the option of reconfirming your order at the correct price or cancelling it.

### Liability

Our liability to you in the event of emails being lost in despatch shall at our discretion, be limited to the resending of the missing email.

To the extent permitted by law we exclude all other liability to you.

### Third Party Rights

A person who is not a party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon any provision of them.

### Use of Personal Information

We use the personal and transactional information (e.g. name, address, email address) ("Personal Information" or "business information") you supply to us in order to fulfil your subscription order.

### Variation

These terms and conditions are subject to change.

### Governing Law and Jurisdiction

These Terms and Conditions are governed by English law. You hereby irrevocably submit to the exclusive jurisdiction of the English courts notwithstanding the jurisdiction where you are based.

### Entire Agreement

These Terms and Conditions override any contrary terms or conditions published by us in relation to any order placed by you with us.

### Queries

If you have any queries or comments about your subscription please contact us:

+44 (0)33 000 10375

Lines are opened: Monday to Saturday 9am – 5pm GMT

Email: [search@winningtenders.eu](mailto:search@winningtenders.eu)