

Text Nation Limited trading as SMS Professionals
Terms and Conditions

1. By using or subscribing to our site you enter into a binding contract with us on the following terms and conditions.

2 The contract between us

- 2.1 We must receive payment of the whole of the price for the services provided that you order before your order can be accepted. Our acceptance of your order brings into existence a legally binding contract between us.
- 2.2 We reserve the right to change the terms and conditions of this contract by altering the terms and conditions on the website. The alteration will then be of immediate effect. For this reason you should regularly visit the site as the current version will be binding.
- 2.3 We may from time to time temporarily suspend part or all of the Services in order to carry out repairs, maintenance and for general improvements in the Services.

3 Price

- 3.1 The prices payable for the services that you order are as expressly set out in our website. **www.smsprofessionals.co.uk**
- 3.2 All fees must be paid in full without set-off or deduction in pounds sterling by debit or credit card when you complete your order for services.
- 3.3 We reserve the right to increase the prices payable for the services.

4 Right for you to cancel your contract

You may not cancel your contract with us for the services provided once your order has been completed.

5 Cancellation by us

- 5.1 We reserve the right to cancel the contract between us if:
 - 5.1.1 we do not provide a service to your area; or
 - 5.1.2 one or more of the services you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.
- 5.2 If we do cancel your contract we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit card as soon as possible but in any event within 30 days of your order. We will not be obliged to offer any additional compensation for disappointment suffered.

6 Warranties and Liabilities

- 6.1. We warrant that we will provide the services with reasonable care and skill.
- 6.2. All conditions, terms, warranties and representatives in this contract are expressly stated in these terms and conditions.
- 6.3. Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under this condition and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question under clause 6.2(c) above.
- 6.4. Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

7. Your Use of the Services

- 7.1. You agree and confirm that you and anyone acting with your consent will not make any unlawful use of the Services nor use the Services in any manner which adversely affects or infringes the rights of, or causes anxiety, annoyance, inconvenience or upset to any third party.
- 7.2. You agree and confirm that you will not use the services to communicate any material which is unlawful, threatening, abusive, defamatory, malicious, profane, blasphemous or pornographic or which in any manner may cause offence.
- 7.3. You agree and confirm that you will not use the Services either to transmit any material containing a virus or similar hostile computer program or to transmit any material which would or could incite or encourage the commission of a criminal offence.
- 7.4. You confirm you are at least 18 years of age.

8 Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at Text Nation Limited, Gregans House, 34 Bedford Road, Hitchin, Herts, SG5 1HF and all notices from us to you will be displayed on our website from time to time.

9 Events beyond our control

We shall have no liability to you for any failure to provide services which goods you have ordered or any delay in doing so or for any damage or defect to goods delivered that is caused by any event or circumstance beyond our reasonable control including, without limitation,

strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion, accident, infection of system by viruses, loss of energy supply, or failure of other service providers.

10 Invalidation

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

11 Privacy

You acknowledge and agree to be bound by the terms of our privacy policy

12 Third party rights

Except for our affiliates, directors, employees or representatives, a person who is not a party to this agreement has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

13. General Jurisdiction

- 13.1 We are providing this site on an 'as is' basis and make no representations or warranties of any kind with respect to this site or its contents and disclaims all such representations and warranties. In addition we make no representations or warranties about the accuracy, completeness, or suitability for any purpose of the information and related graphics published in this site. The information contained in this site may contain technical inaccuracies or typographical errors. All liability of Text Nation Limited trading as SMS Professionals howsoever arising for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.
- 13.2 Neither Text Nation Limited trading as SMS Professionals nor any of its directors, employees or other representatives will be liable for loss or damage arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.
- 13.3 Notwithstanding the foregoing, none of the exclusions and limitations in the clause are intended to limit any rights you may have as a consumer under local law or other statutory rights which may not be excluded nor in any way to exclude or limit Text Nation Limited trading as SMS Professionals liability to you for death or personal injury resulting from our negligence or that of our employees or agents.
- 13.4 This site is targeted at United Kingdom residents only. If you are not a resident of the United Kingdom **DO NOT USE THIS SITE**. In listing your place of residence and delivery address in our order form, you are representing to us that you are resident of the United Kingdom. This is a representation on which we rely prior to accepting your offer to purchase our advertised services.

14 Governing law

The contract between us shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between us.

15 Entire agreement

These terms and conditions, together with our current website prices, delivery details, contact details and privacy policy, set out the whole of our agreement relating to the supply of the goods to you by us. Nothing said by any sales person on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.

The above terms and conditions govern your use of our site and your purchase of our goods and services.