

CMM02 Subscription Terms and Conditions

SUBSCRIPTION SERVICE

SUBSCRIPTION TERMS AND CONDITIONS

This Schedule (together with the documents referred to on it) tells you the terms and conditions on which we will supply to you the products (Products) listed on our website www.choicemodelmanagement.co.uk (our site) via our subscription services (Services). Please read these terms and conditions carefully before subscribing to our Services. You should understand that by subscribing to our Services, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

1. YOUR STATUS

By placing an order through our site, you warrant that:

- 1.1. you are legally capable of entering into binding contracts; and
- 1.2. you are at least 18 years old;
- 1.3. you are a resident of the UK; and
- 1.4. you are accessing our site from the UK.

2. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 2.1. After completing the signup, you will receive an e-mail from us acknowledging that we have received your subscription payment. Please note that this does not mean your subscription has been accepted. Your subscription constitutes an offer to us to buy Products by subscribing to the yearly Service. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that your subscription has been accepted (Welcome Email). The contract between us (Contract) will only be formed when we send you the Welcome Email.
- 2.2. The subscription plan to our Services consists of a one-off charge. There are no recurring period charges. The fee is refunded back to you upon completion of your first job!
- 2.3. Account Cancellations. If you wish to cancel your subscription with us, you will not receive a refund of your Subscription Fee unless you cancel within **14 days** of making the Subscription Payment. This is the cooling-off period.

3. CONSUMER RIGHTS

- 3.1. If you are contracting as a consumer, you may cancel a Contract at any time within 14 days, beginning on the day of the agreement. In this case, you will receive a full refund of the price paid for the Products.

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- 3.2. To cancel a Contract, you must contact us at info@choicemodelmanagement.co.uk to request a

refund.

4. AVAILABILITY AND DELIVERY

- 4.1.** Your order will be fulfilled by the dispatch date set out in the Welcome Email or, unless there are exceptional circumstances. Choice Model Management will aim to notify you in a reasonable time if there will be a delay in delivery. Delivery is usually by email between 1-3 working days of the confirmation date in the UK. Choice Model Management cannot accept responsibility for any delays in delivery that are out of our control.
- 4.2.** Deliveries are made to the email address provided during signup unless written notification to change this delivery address is provided by you. Choice Model Management cannot accept responsibility for deliveries that do not reach the customer due to an incorrect email address being provided.

5. PRICE AND PAYMENT

- 5.1.** The price of the Products will be as quoted on our site from time to time, except in cases of obvious error.
- 5.2.** Product prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Welcome Email.

6. OUR LIABILITY

- 6.1.** Subject to clause 6.2, if we fail to comply with these terms and conditions we shall only be liable to you for the purchase price of the Product.
- 6.2.** Nothing in this agreement excludes or limits our liability for:
 - 6.2.1.** Death or personal injury caused by our negligence;
 - 6.2.2.** Fraud or fraudulent misrepresentation;
 - 6.2.3.** Any breach of the obligations implied by section 12 of the Sale of Goods Act 1979; **6.2.4.** Defective products under the Consumer Protection Act 1987; or
 - 6.2.5.** Any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

7. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

8. NOTICES

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All notices given by you to us must be given to Choice Model Management at info@choicemodelmanagement.co.uk. We may give notice to you at either the e-mail or postal address you provide to us when signing up for a Subscription, or in any of the ways specified in clause 7 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

9. TRANSFER OF RIGHTS AND OBLIGATIONS

- 9.1.** The contract between you and us is binding on you and us and on our respective successors and assignees.
- 9.2.** You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
- 9.3.** We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1.** We are the owner or the licensee of all intellectual property rights in our site, whether registered or unregistered, and in the material published on it. These works are protected by copyright laws and all such rights are reserved.
- 10.2.** You may print off one copy, and may download extracts, of any pages from our site for your personal reference. You must not use any part of our copyright materials for commercial purposes without first obtaining a licence to do so from us and our licensors.
- 10.3.** If you post comments on the Products or Services to any website, blog or social media network (Commentary) you must ensure that such Commentary represents your fairly-held opinions. By subscribing to the Services you irrevocably authorise us to quote from your Commentary on our site and in any advertising or social media outlets to which we may create or contribute.

11. EVENTS OUTSIDE OUR CONTROL

- 11.1.** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).
- 11.2.** A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
 - 11.2.1.** Strikes, lock-outs or other industrial action;
 - 11.2.2.** Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - 11.2.3.** Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; **11.2.4.** Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - 11.2.5.** Impossibility of the use of public or private telecommunications networks; and
 - 11.2.6.** The acts, decrees, legislation, regulations or restrictions of any government.

13.3 Our performance under any Contract is deemed to be suspended for the period that the Force

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Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

12. WAIVER

12.1. If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

12.2. A waiver by us of any default will not constitute a waiver of any subsequent default.

12.3. No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 8 above.

13. SEVERABILITY

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

14. ENTIRE AGREEMENT

14.1. These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.

14.2. We each acknowledge that, in entering into a Contract, neither of us relies on any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.

14.3. Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.

14.4. Nothing in this clause limits or excludes any liability for fraud.

15. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

15.1. We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

15.2. You will be subject to the policies and terms and conditions in force at the time that you order

Products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions **CMM02 Subscription Terms and Conditions**

before we send you the Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within fourteen working days of receipt by you of the Products).

16. LAW AND JURISDICTION

Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

This Agreement has been entered into on the date stated at the beginning of

it. SIGNED by **CHOICE MODEL MANAGEMENT LIMITED**

by **Director**

.....**MH**.....

SIGNED by **NAME Talent**

Signature:.....

Name: