



Convergence Management Consultants Limited

ID Control Terms & Conditions of Membership

A. General

(i) The following terms & conditions govern all transactions between the customer and Convergence Management Consultants Limited <http://www.cmcld.biz> <http://www.cmcwebconsult.com> (hereafter referred to as "the Company") except as otherwise specifically agreed in writing by a Director of the Company and to the exclusion of any other terms even if those terms are contained in any part of the Customer's document that purports to provide that the customer's own terms shall prevail.

(ii) The confirmation of order received by the Company via its website <http://www.cmcwebconsult.com> comprises an invitation to treat. Acceptance by the customer creates a binding contract between the Company and the supply of services subject to these terms that shall govern the contract to the exclusion of any other terms and conditions that are inconsistent herewith on which such order is made by the customer.

(iii) Each clause and sub-clause is severable and independent of every other clause and sub-clause.

(iv) The agreement shall be governed and construed in accordance with the English Law.

B. Cancellation

(i) The Company has an absolute discretion to refuse to accept, publish or distribute any order, whether paid for or not, if it believes the acceptance, publication or distribution of the same would:

(a) Infringe any law or statutory requirement

(b) If false / inaccurate information is found to be supplied

(c) Be a breach of infringement of a copyright, patent trademark or any other such right.

(d) Be libellous, obscene, or in breach of any rights of any third party whatsoever.

(ii) Membership may be cancelled if notice in writing is received by the Company within 28 days of application date.

In the event of a cancellation the customer will pay to the Company:

(a) The costs incurred by the Company in connection with the said order including any costs incurred in the proposed application: and;

(b) 75% of the order price representing the Company's loss of profit on the order..

(iii) The Company shall at all times comply with legislation governing the preparation of financial accounts.

C. Payment (Sage Pay Payment Gateway)

(i) Every order shall be paid for in full at least 7 days before the scheduled 'Go Live' date unless otherwise agreed in writing by an agent of the Company authorised so to do.

(ii) The prices quoted by the Company are exclusive of Value Added Tax, unless otherwise stated, which will be charged at the rate currently in force.

(iii) The Company shall not be liable to the customer for any loss or damage suffered by the customer however caused..

D. Complaints

(i) All complaints or claims must be notified to the Account Handler or a Director of the Company within seven (7) days of arising.



Convergence Management Consultants Limited

E. Force Majeure

The Company will not be liable to the customer for delay in performing its obligations or failure to perform its obligations if such delay or failure results from circumstances beyond its control including but not limited to force majeure, Act of God, failure to perform of third parties, fire, explosion, accident or industrial dispute.

F. Risk and Insurance

The customer shall at all times be responsible for the accuracy of information provided either for distribution or otherwise in possession of the Company or its agents..

G. Limitation of Liability

(i) Except as provided herein the Company shall be under no liability whatsoever to the customer in regard to the service provided pursuant to the order and any conditions or warranty which might otherwise be implied or incorporated by contract, by reason of statute, common law or custom or otherwise is hereby excluded to the extent permitted by law.

(ii) The Company shall in no circumstances be liable to the Customer or to any other party whether in negligence, tort, contract or otherwise for financial consequential loss however arising (including without prejudice to the generality of the foregoing any loss of profits or business or of contract) and the customer shall indemnify and save the Company harmless against any such loss.

H. Indemnity

In the event that any complaint, claim, action proceedings, or prosecution is brought or made against the Company in respect of, or arising in any way from any matter or things appearing in or on the material published or dealt with by the Company for the customer, whether such matter or thing is, or is alleged to be illegal, unlawful, libellous, in breach of an infringement or copyright trade mark, patent design or any third party right whatsoever of any nature, or in breach of any code, regulation of guide-lines whether they have statutory force or otherwise and whether such complaint, claim, action

or proceeding is settled, compromised or litigated in any way and as a result the Company incurs any cost, loss, damage, liability or penalty of any kind, the customer shall forthwith upon demand in writing sent to the customer's last known address indemnify the Company in full in respect of such cost, loss, damage or liability including any legal or other costs incurred in relation thereto and without exercising any right of set off, counterclaim or cross demand of any nature against the Company.

I. Copyright

The copyright of any artwork, documents or other material prepared by the Company for use in connection with any order whether published or not shall belong to the Company.

J. Termination

If the Customer:

(i) Commits a breach of contract or obligation to the Company

K. Subcontractors

The Company reserves the right to sub-contract any part of the order.

L. Assignment

The Customer may not assign its rights hereunder to a third party without prior written consent of the Company.

M. Notices

Any written notice under these items shall be in writing and shall be deemed to have been properly given if hand-delivered or sent by pre-paid first class letter post to the registered offices, by electronic means, or any one of the principal places of business of the party being served on the date when in the ordinary course of post the letter would have been delivered.

N. Waiver

The waiver by the Company of any breach of these terms shall be considered as a waiver of any subsequent breach of the same or any other provision.

O. Entire Agreement

These terms represent the entire agreement and understanding

between the parties and no amendments to these terms shall be binding on the parties unless agreed in writing by both parties.

P. Applying for Membership.

(i) To apply for membership, you must be resident in the UK and at least 18 years old.

(ii) To activate your membership, you must register & pay via <http://www.cmcwebconsult.com> (Product Code 9900022)

(iii) Your details will be checked against the files of Experian® and Central Equipment Identity Register (CEIR)

(iv) Alerts via SMS & Email will be generated by Experian and sent to the registered data.

(v) Convergence Management Consultants Limited will not at any time have access to such alerts or authentication process.

By applying for membership you are agreeing to these terms & Conditions.

Q. Keeping your PIN safe.

(i) The Unique Personal Identification Number ("PIN") which the relevant Credit Reference Agency provides to you to authorise transactions, will be the primary way of your authorisation to accept/decline the transaction.

(ii) Keep you PIN safe, never disclose it to anyone, neither by writing it down, or by letting anyone see you enter it.

(iii) The Company shall not be liable for any "authorisation" transactions, however, so conducted & duly advises members to follow e-mail login / mobile phone safe usage practice guidelines.

(iv) The company will not use third parties for marketing purposes & shall only save personal data required for the due administration of membership/renewal invitations.

(v) Your membership will cease 12 months following the anniversary of membership, & you will

receive an invitation to renew following the 10th month of joining the scheme.

(vi) We are the data controller of personal data given to us in connection with your membership & the Company shall in no way be liable for any inaccuracies of data provided by the applicant & works continually with Fraud Prevention Agencies and operates within PCI DSS Compliant status.

R. SMS / E Mail

Please check with your network operator or bundle allowance as any costs for sending or receiving do not formulate any part of this agreement and such costs shall be met by the registered owner of SMS or Email account.



Convergence Management Consultants Limited

Company Registration No. 06294670
Registered Office: 177 Henley Road,
Ilford, Essex, IG1 2TP

