

## Terms and Conditions

### Confidentiality Agreement

I fully understand and agree that all information relating to any business registered with Sovereign supplied to me will be kept strictly confidential. I also agree that I will:

- a) View businesses registered with Sovereign only by prior appointment through Sovereign.
- b) Not make direct contact with owners, staff, suppliers, landlords, competitors or customers of any business on the market with Sovereign.
- c) Submit offers and conduct all negotiations exclusively with Sovereign.
- d) Should I be party to negotiations or actions which seek to preclude or are contrary to the interests of Sovereign, as selling Agents.

I will be liable for any commissions that would otherwise have been due to Sovereign.

If you use the [www.sovereignbt.co.uk](http://www.sovereignbt.co.uk) website ("the Website") or purchase goods from the Website you agree to be bound by these terms and conditions.

### 1. Definitions

In these terms and conditions, "**we**" and "**us**" means Sovereign Business Transfer Limited. The address from which we provide these online services is Sovereign Business Transfer Limited, Sinclair House, Cheadle Hulme, Cheshire SK8 5AF.

### 2. Access to the Website and content

2.1 The information provided by us on the Website is not in any way an invitation or recommendation to buy any products or services featured and you should seek appropriate independent legal advice.

2.2 We are continually improving our service, so specifications or design changes may be made at any time. We shall use reasonable commercial endeavours to keep the Website up to date but information and specifications given are for your information only and are subject to change without notice.

2.3 We try to ensure that pictures of the goods on the Website are as accurate as possible, but there are technical limitations and slight variations in colour and texture between the pictures and the goods themselves must be expected.

2.4 We will endeavour to allow uninterrupted access to the Website, but access to the Website may be suspended, restricted or terminated at any time.

2.5 We reserve the right to change, modify, substitute or remove without notice any information on the Website from time to time.

2.6 We assume no responsibility for the contents of any other websites to which the Website has links.

### 3. Intellectual Property

The copyright in the material contained in the Website, together with the website design, text and graphics, and their selection and arrangement, and all software compilations, underlying source code and software (including applets) belongs to Sovereign Business Transfer Limited, its subsidiaries or the providers of such information. All rights are reserved. None of this material may be reproduced or redistributed without our written permission. You may, however, download or print a single copy for your own non-commercial off-line viewing.

3.1 Other product and company names mentioned on this Website may be the trademarks or registered trademarks of their respective owners.

3.2 You shall retain ownership of all copyright in data you submit to the Website. You grant us a world-wide exclusive, royalty-free, non-terminable licence to use, copy, distribute, publish and transmit such data in any manner.

#### **4. Exclusions of liability**

4.1 We use reasonable endeavours to ensure that the data on the Website is accurate and to correct any errors or omissions as soon as practicable after being notified of them. We do not monitor, verify or endorse information submitted by third parties for posting on the Website and you should be aware that such information may be inaccurate, incomplete or out of date. To the extent permitted by applicable law, we disclaim all warranties and representations (whether express or implied) as to the accuracy of any information contained on the Website. We do not guarantee that the Website will be fault free and do not accept liability for any errors or omissions.

4.2 Due to the nature of electronic transmission of data over the internet, and the number of users by whom data is posted on to the Website, any liability we may have for any losses or claims arising from an inability to access the Website, or from any use of the Website or reliance on the data transmitted using the Website, is excluded to the fullest extent permissible by law. In no event shall we be liable for any indirect loss, consequential loss, loss of profit, data, revenue, business opportunity, anticipated savings, goodwill or reputation whether in contract, tort or otherwise arising out of or in connection with these terms and conditions or use of the Website save where such liability cannot be excluded by law.

4.3 We do not give any warranty that the Website is free from viruses or anything else which may have a harmful effect on any technology.

#### **5. Exclusion of liability for suppliers' goods and services**

We promote a number of suppliers on the Website and offer you the opportunity to buy goods and services from those suppliers through the Website. We can accept no liability for any goods or services provided by third party suppliers. Any goods or services which are not stated to be provided by us are provided by third parties over whom we do not have control and you should satisfy yourself that you wish to purchase those goods or services before contracting with the supplier. The suppliers will be supplying on their own standard terms and conditions and you should check that you agree to those terms and conditions before placing an order.

#### **6. User name and password**

6.1 On registering with us, you are issued with a user identification number which must be used in order to access certain restricted parts of the Website. The user identification number is personal to you and is not transferable.

6.2 Your user identification number is the methods used by us to identify you and so is very important. You are responsible for all information posted on the Website by anyone using your user identification number and any payments due for services accessed through the Website by anyone using your user identification number. Any breach of security of a user identification number should be notified to us immediately.

6.3 You may not adapt or circumvent the systems in place in connection with the Website, nor access the Website other than through normal operations.

#### **7. Data submitted by users**

7.1 We accept no liability for data supplied by any user for display on the Website and the limitations in condition 4 above (Exclusions of liability) apply.



7.2 If you submit data for display on the Website you are responsible for ensuring that the data is accurate, complete and up to date and for updating that data where necessary.

7.3 If you submit data for display on the Website you are responsible for ensuring that no data is uploaded or submitted which is untrue, defamatory, obscene or abusive or otherwise objectionable or in breach of any applicable laws or rights of third parties.

7.4 You warrant that you have taken all reasonable precautions to ensure that any data you upload or otherwise submit to the Website is free from viruses and anything else which may have a contaminating or destructive effect on any part of the Website or any other technology.

7.5 We reserve the right (without limiting our rights to seek other remedies) to remove offending material placed on the Website that we consider to constitute a misuse of the Website or which is otherwise harmful to other users of the Website.

7.6 You will indemnify us for any claim or loss (including without limitation, economic loss) suffered by us arising out of your failure to observe any of the terms of this condition 7.

7.7 Subject to the Contracts (Rights of Third Parties) Act 1999 condition 7.5 may be enforced by the following people in their own right: any third party with whom we contract for content or advertising; and our employees or agents at the time of any failure to observe.

## 8. Data protection

8.1 We are committed to protecting your privacy. Please see our Privacy Policy. We will collect and use information supplied by you and other users of the Website to improve the Website and personalise your experience when you visit the Website. We may also use it to tell you about changes in our services or about features we think you may find interesting. We reserve the right sell, trade or rent your personal information to other trustworthy third parties but will not do so without your consent. By registering with us, you are deemed to have consented to use of personal information for these purposes. However, you can tell us not to deal with your personal information in these ways in the future by simply sending an e-mail message to [sales@sovereignbt.co.uk](mailto:sales@sovereignbt.co.uk).

8.2 Under the Data Protection Act 1998 we follow strict security procedures in the storage and disclosure of information which you have given us, to prevent unauthorised access.

8.3 You may edit your personal information at any time.

## 9. Cookies

We use cookies to personalise your experience of the Website. For more information about cookies please see the "cookies" section in our Privacy Policy

## 10. Termination

10.1 We may terminate your access to the Website and the services within it on not less than 5 days' written notice to you.

10.2 All disclaimers, indemnities and exclusions in these terms and conditions shall survive termination of the agreement between us for any reason.

## 11. General

11.1 All information and services on [sovereignbt.co.uk](http://sovereignbt.co.uk) are focused on helping people buy and sell businesses. You should only contact an advertiser advertising on this website if you have a genuine interest in purchasing the business or service being offered. Use of this website to collect information on, or make contact with persons for Sovereign Business Transfer Limited

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any commercial purpose, including but not limited to making contact to offer your or any third party's goods or services, or otherwise seeking to solicit business in any way is strictly forbidden.

11.2 If any provision of these terms and conditions is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions of these terms and conditions shall not be affected.

11.3 We may modify these terms and conditions at any time by publishing the modified terms and conditions on the Website. Any modifications shall take effect 5 days after posting on the Website.

## **Terms and conditions of sale**

### **12. Formation of agreement**

12.1 An agreement for us to sell you goods or services is made on the basis of these terms and conditions when we accept your order for goods or services by confirming receipt of your payment for the goods or services or you download goods from the Website, whichever is earlier. (This agreement between us is referred to in these terms and conditions as "**this agreement**".)

12.2 The description of the goods or service, price, currency, VAT, insurance and delivery costs are set out in the order page.

### **13. Orders**

13.1 Orders shall be accepted at our sole discretion but are normally accepted if the goods or services are available, the order reflects current pricing, you are based in a country to which we are currently able to sell and your credit or account card is authorised for the transaction.

13.2 The price quoted on the Website is the price that you will have to pay for the goods or services.

### **14. Acceptance of your order**

We will confirm receipt of your order when we confirm receipt of your payment by e-mail.

### **15. Payment**

We shall charge your account for payment when we receive your order.

### **16. Delivery Dates**

Unless we specify otherwise, delivery dates for any hard copy products will always be within 14 days. However, all delivery dates are given only for general guidance and we will not be held liable in any way for late delivery of goods.

### **17. Method/Failed Delivery**

We shall attempt to deliver physical goods to the address you specify for delivery, or if none, to the credit card address you supply. It is important that these addresses supplied by you to us are accurate.

### **18. Scope of advertisements**

The content of the Website is directed solely at those who access the site from the United Kingdom. We make no representation or warranty that any goods referred to in the Website are available or are otherwise suitable for use outside the United Kingdom.



## 19. Ownership

19.1 You will only own the goods once they have been successfully delivered and when we have received cleared payment for them in full. Until that time we will retain title to the goods.

19.2 Goods supplied are not for resale.

## 20. Refund

The right to a refund does not apply to online advertising packages, online subscriptions or any other digital goods you have purchased through the Website.

## 21. Liability

21.2 We will take all reasonable care to keep your order secure, but in the absence of our sole negligence we cannot be held liable for any loss you may suffer if a third party obtains unauthorised access to any data (including credit and account details) you provide when accessing or ordering from the Website.

21.3 We shall not be liable to you in connection with this agreement in contract, tort (including negligence) or otherwise for any loss of profit, anticipated savings or data (in each case whether direct or indirect) or any indirect loss.

21.4 Our aggregate liability to you in connection with this agreement shall not exceed the value of the goods ordered by you.

## 22. Statutory Rights

These terms and conditions do not affect your statutory rights (if appropriate) as a consumer.

## 23. Matters outside our control

We shall not be liable to you or in breach of this agreement for delay or failure to perform if the delay or failure is due to a cause beyond our reasonable control.

## 24. E-mail, user identification number

24.1 E-mails to you shall be to the address you specify to us. It is important that you give us an accurate and valid e-mail address and tell us of any changes to it.

24.2 If you are issued with a user identification number before you can order goods from us, these will be personal to you and are not transferable. You will be responsible for any payments due for goods ordered through the Website.

## 25. General

25.1 If we fail to enforce a right under this agreement, that failure will not prevent us from enforcing other rights or the same type of right on a later occasion.

25.2 If any provision of these terms and conditions is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions of these terms and conditions shall not be affected.

## 26. Complaints



If you have a complaint, please e-mail us at [sales@sovereignbt.co.uk](mailto:sales@sovereignbt.co.uk).

## **27. Governing law**

27.1 These terms and conditions shall be governed by and construed in accordance with English law.

27.2 Any disputes shall be subject to the exclusive jurisdiction of the English courts, to which both parties submit.

## **Disclaimer for Sovereign Self Service**

Sovereign Business Transfer Limited (SOVEREIGN) cannot guarantee the accuracy of the content of this site, including database nor that any particular business remains available to buy. Sovereign is reliant on its advertisers to advise of businesses that are no longer available. If you respond to any of the entries on the database you will be entering directly into correspondence/communication with the advertiser. Sovereign can accept no responsibility for any ensuing dealings between you and the advertiser including without limitation the content or quality material downloaded or the advertiser failing to respond to requests for further information.