

Terms of Business ASTS Directory

Please read this agreement carefully as it is binding in terms of the contractual obligations offered by ASTS Services Ltd and the responsibilities and agreement terms accepted by visitors to the site and members included in any directory.

The following Terms of Business [TOB] directly relate to the users [visitors] and members [offering course services] to the website www.ast-services.co.uk and any other associated websites owned by and operated by ASTS Services Ltd.

As a member of any directory on this website you will be asked to acknowledge and accept the Terms of Business upon registration and it is your responsibility to read them carefully and your ticking to accept them implies that you have read them and accepted the contents therein and are agreeing to be bound by them. References to "you" and "your" are to you as an individual. If you are registering your company to become a member of any directory it is deemed that you have the authority to bind your company and any references to 'you' or 'your' implies you have such authority to represent your company or business whether it is a sole trader, partnership or Ltd Company or PLC. Should you have any questions regarding the Terms of Business please either email your question to sales@ast-services.co.uk or write to:-

K Harrison Director
ASTS
2 Ingle Place
Kings Hill
West Malling
Kent
ME19 4HN

General Membership Terms

- 1.1 The directory service offered by ASTS Services Ltd (the Company) whose registered office is at **2 Ingle Place, Kings Hill, West Malling, Kent ME19 4HN** will be the recipients of your subscriptions and in return you and your company will be included in 1 of the appropriate directory classifications for a full period of one year and on a renewal basis.
- 1.2 It is your sole responsibility to provide accurate information about your company, business type and course details at all times and you will be responsible to edit, add or delete your own company profile and course details.
- 1.3 You will be supplied with a unique user name and password [ID] at point of membership to access your company profile and to make any changes as and when required to your course details and information displayed on the directory. You will be responsible for the protection and access of said password and you must not pass this information to any that is not authorised to maintain your membership details. You are responsible for all use of the Services using your ID and for preventing unauthorised use of your ID.
- 1.4 Should you think at any time there has been a breach of security such as an unauthorised disclosure, theft or unauthorised use of your ID you MUST notify ASTS Services [The Company] immediately on sales@ast-services.co.uk or call the contact us telephone number or write to the aforementioned company address. ASTS reserve the right to suspend your ID and to block access to your company details or take any necessary action as it deems fit to protect the integrity of the directory or contents on its websites until this matter is resolved to our total satisfaction. You and your company will be kept informed by email, phone and or in writing.
- 1.5 ASTS Services Ltd [The Company] reserve the right to continually seek to improve its services and to make changes at their discretion and enhancements providing it does not make changes to your company details which might reduce its functionality or content. Any such changes will be notified to you and all members prior to the implementation by email.
- 1.6 Following your acceptance of this agreement and payment, we will allocate your own company profile and make the Service available to you and enable you to add details to your company listing and course details as out in this agreement you will have no right to cancel the contract before the end of your Subscription and no refund will be made once your [ID] profile and listing has become live.

Limited Right to Use Web Content

- 2.1 The content displayed on the website belongs to ASTS Services Ltd [The Company] and must not be copied, reproduced in any way without written permission from the Company and agreed by a Director.
- 2.2 The company content in any directory listing including course details and associated information as supplied and uploaded any member companies belongs to the company and is also protected under the aforementioned covenant as such content has been supplied by member companies and has been placed within the website operated by ASTS Services.
- 2.3 Users and members are permitted to display the content on a computer screen and you are permitted to print individual documents or pages on paper and store on a disc electronically on your PC. But you are not permitted to store such content on any server or storage device that is connected to a network so as to protect its potential unlawful distribution by a third party.
- 2.4 You are permitted to bookmark any pages of the websites owned and operated by ASTS Services Ltd [The Company]
- 2.5 Content on the website remain the property of ASTS Services Ltd [The Company] and any content supplied by members will be marked as copyright protected and all pages will carry that notice at the foot of the page.
- 2.6 You are not permitted to redistribute any content without the written permission of a company director of ASTS Services Ltd [The Company].
- 2.7 You are not permitted to remove, edit or amend any pages copied from the website made under this agreement.
- 2.8 You are not permitted to 'screen scrape' or 'grab' any content or data on our website by any means either electronically or manually or to create a database in either electronic form or in any printed form to make a manual. Neither are you permitted to store such information contained on our website on any internal network.
- 2.9 You are not permitted to exploit the contents of the website for commercial gain other than by the standard methods of gaining course bookings.

Membership Subscription Fees

- 3.1 The fee for your Membership Subscription ("Subscription Fee") is calculated and payable annually (unless otherwise stated) in advance by such method of payment as the Company reasonably requests. The Company shall be under no obligation to provide the Service until the Subscription Fee has been paid.
- 3.2 The Company will send you details of your Membership Subscription Fee payable for the subsequent year at least four weeks before the anniversary of your current Subscription. Your Subscription will renew only if you make payment of the Membership Subscription Fee before the anniversary of your current Subscription. If you fail to pay the Subscription Fee for any subsequent year before the anniversary of your then current Subscription, the Company may suspend your access to the Service until your Subscription Fee is paid. Unless we receive written notice from you 21 days or earlier prior to the end of the Subscription, the Subscription will renew for an additional year at the new Membership Subscription Fee.

User Participation

- 4.1 ASTS Services Ltd [The Company] may decide to introduce discussion groups and or company bulletin boards and feedback facilities to enable users to obtain latest information and other user's feedback. These notices and or opinions are posted by users and or by the member companies and not the opinion of ASTS Services Ltd [The Company] and in no

way will [The Company] be held responsible for the content contained thereon any aforementioned user participation service.

4.2 A "cookie" is a small file containing information that is sent to your computer as you use a Website. We use cookies for two purposes. We use a "session cookie" (which are removed when you restart your browser) to maintain the state of your session when you login to our Website. You will not be able to login unless session cookies are enabled. We also use "permanent cookies" to track user preferences; for example your account name, or status within our Website. We also generate track usage and performance information using these cookies. The Website will work if permanent cookies are disabled but certain features may not function properly.

Warranties

5.1 ASTS Services Ltd [The Company] hereby confirms it will endeavour to maintain the website up time but can not be held responsible for technical problems outside of our control.

5.2 [The Company] also will take reasonable steps to ensure that appropriate software is provides as part of our service is virus free. However [The Company] can not absolutely guarantee that the website is free from any infection or virus or anything else that may have been contaminating the website. All implied warranties are excluded from this agreement to the extent that they may be excluded as a matter of law.

5.3 [The Company] cannot be held responsible for the validity and accuracy of any member's course details, availability or prices or company information as this information is supplied by the said company and not by ASTS Services Ltd.

Limitation of Service and Liability

6.1 [The Company] will use all reasonable power at its disposal to rectify any faults with the website and its operational functions which may affect its performance or visibility.

6.2 [The Company] shall not be held liable for any business losses such as lost data, lost profits or business interruption arising from your use or as a member of any directory how so ever caused.

6.3 [The Company] can not guarantee that its websites maintain top 20 listings on any major search engine for popular searched phrases as this is outside of the companies control, not withstanding this caveat [the Company] is constantly providing an ongoing optimisation service so as to maintain a prominent presence on the leading search engines such as Google, Yahoo and MSN. It is in the companies best interests to devote every effort to this endeavour so as to attract user viewing traffic to the website and thus to members company details and courses.

6.4 [The Company] makes no absolute promises as the levels of traffic or guarantee minimum levels of course bookings whatsoever and the entering into an agreement for members is not bound by any promise of business or course bookings as this will be ultimately determined by user demand for courses and by geographic location.

6.5 [The Company] agrees to limit the number of member companies to our directory classifications to a MAXIMUM of 30 companies per category per county. We also agree that company listings will be displayed on only 3 pages of 10 listings subject to the availability of companies to register.

6.6 [The Company] intends to rotate randomly the listing preference once a minimum of number of companies are registered per category so that EVERY member company will be given a random position from 1 to 30 so as not to give preference to any one member company and to give every company the equal opportunity to attain number 1 position. The Company operates a one fee for all regardless of size of company.

Privacy Policy

- 7.1 The information that you provide about yourself to the Company will only be used by the Company in accordance with its Privacy Policy Statement. Please read the Privacy Policy Statement carefully and if you have any questions please email us on sales@ast-services.co.uk, or write to the company as detailed at the beginning of this Terms of Business statement.

Notice

- 8.1 [The Company] accepts that emails will be replied to by the next working day at the latest or preferably the same day if received before Noon, unless it is received on the weekend or public holiday in which case it will be responded to on the next working day or 3 days if posted.

Links

- 9.1 [The Company] as part of its active and progressive SEO [Search Engine Optimisation] service will endeavour to actively gain reciprocal link exchanges.
- 9.2 [The Company] are effectively providing a link to every company member of the directory which is a beneficial service from an established and recognised website of standing.
- 9.3 [The Company] as part of the Terms of Business expect member companies to place a reciprocal link with supplied tag code on their link exchange page providing one exists. This is part of the member company's contractual obligation to maintain the aforementioned link to www.ast-services.co.uk for the whole duration of the subscription period. [The Company] will randomly check the existence of such links from time to time and failure to maintain the reciprocal link is contravening the Terms of Business and may prejudice the invitation to renew any subscription in favour of a competitor who wants to benefit from membership.

Termination

- 10.1 This agreement and your membership of any directory is based upon your suitability and payment of the annual subscription. Termination may be evoked by [The Company] if you are in breach of these Terms of Business and any notified breach is not rectified within 14 working days. Failure to respond to rectify any breach may cause your membership to be temporarily suspended until the breach is resolved to [The Companies] total satisfaction.
- 10.2 Any member company have the right to terminate this agreement should [The Company] not fulfil its obligations of if the service is discontinued or if [The Company] is in breach of this Terms of Business provided we are notified of said breach in writing and that 14 days have elapsed after receipt of said notice to rectify the problem.

General

- 11.1 [The Company] may transfer or assign our rights and/or our obligations under this agreement. This does not affect your statutory rights under this agreement.
- 11.2 Nothing in this agreement shall confer your rights on any other person.
- 11.3 If you breach this agreement and if [The Company] ignore this, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach this agreement.
- 11.4 This agreement, together with the Privacy Policy Statement and any additional terms on the Service, represents the entire terms agreed between the parties in relation to its subject matter and may be amended only by our agreement in writing by both parties.
- 11.5 This agreement shall be governed by English law.

11.6[The Company] will try to solve any disagreements quickly and efficiently. If you want to take court proceedings in relation to this agreement you must do so in the United Kingdom.

For further clarification on any point of this agreement please contact

Email – sales@ast-services.co.uk

By Post -
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