

## TERMS & CONDITIONS

### PROMOTIONS

#### Free One Hour Consultation Promotion 2007

- 1) The following Terms and Conditions relate to the free consultation offer known for promotional purposes as "Don't Look A Gift Horse In The Mouth"
- 2) Please refer to your voucher for the expiry date and any additional offer restrictions
- 3) The value of services offered in the voucher is £35/hour and directly reflect BGM's standard charges. If a consultation exceeds the value of a promotional voucher, the claimant must pay the balance either by cheque, cash or electronic transfer at a rate of £35/hour. Any unused value of the voucher will be lost
- 4) There is a limit of one promotional voucher per company
- 5) Consultations will be held at one of the following locations:
  - i) At the claimant's premises
  - ii) By telephone
  - iii) By emailBGM reserves the right to select the most appropriate of the above options.
- 6) Time slots will be selected in advance of the promotion and offered to claimants upon redemption
- 7) Time slots are limited to ten. If all ten slots are claimed in advance of the deadline stated the promotion will be terminated
- 8) BGM reserves the right to withdraw any voucher at any time without notice. The voucher remains BGM's property at all times
- 9) Any guidance or advice offered by BGM during a consultation is based on the broad principles of marketing and on the limited information provided by a claimant during the course of the consultation. However we do not accept liability for any subsequent marketing activities undertaken where projects are not directly managed by BGM
- 10) These terms will be governed by and construed in accordance with the laws of England and Wales and both parties submit to the non-exclusive jurisdiction of the courts of England and Wales

#### BGM Referral Programme 2007

- 1) The following Terms and Conditions relate to BGM's referral programme, 2007, known for promotional purposes as "Christmas Has Come Early This Year"
- 2) Each BGM referral programme runs from the first day of each year to the last. The programme is renewed only when stated explicitly by BGM in writing on its website – [www.brookgreenmarketing.co.uk](http://www.brookgreenmarketing.co.uk) – at the start of each new year
- 3) Participation in the BGM referral programme constitutes the participant's full and unconditional agreement to these Terms and Conditions
- 4) Commission is limited to 5% of pre-tax profits on fees earned from each 'new client' introduced by a third party. Should a new client be introduced by more than one third party simultaneously, the 5% commission will be split equally (ie 2.5% each where a new client is introduced by two individuals)
- 5) A 'new client' is defined in this instance as a client with whom BGM has had no prior correspondence and for whom BGM has not provided a service previously
- 6) Where a new client is introduced by two individuals on two different occasions, the first individual to make the introduction will be entitled to claim the 5% commission
- 7) Commission will be paid for a six month period only. This period commences when BGM has received a client brief and work commences
- 8) Commission will be paid quarterly in GB£ by cheque
- 9) Nothing in this agreement states or implies a partnership, joint venture, agency, franchise, representative or employment agreement between BGM and an individual making a referral

- 10) BGM reserves the right to modify any of the Terms and Conditions set forth herein – including, but not limited to, the methods through which customers may earn commission and the amount of commission that can be earned by referring clients – at any time, with or without notice, even though these changes may affect a customer’s ability to receive commission.
- 11) A customer’s participation in the program constitutes the customer’s acceptance of any changes to these Terms and Conditions. Customers are responsible for remaining knowledgeable as to any changes that BGM may make to these Terms and Conditions
- 12) The most current version of these Terms and Conditions will be available at [www.brookgreenmarketing.co.uk](http://www.brookgreenmarketing.co.uk) and will supersede all previous versions.
- 13) All questions or disputes regarding eligibility for the program, earning of commission, or a customer’s compliance with these Terms and Conditions will be resolved by BGM at its sole discretion.
- 14) These terms will be governed by and construed in accordance with the laws of England and Wales and all participants in the referral program submit to the non-exclusive jurisdiction of the courts of England and Wales