

# **Appointment making services to create new customers - Price List**

Pricing, data, and telephone calling hours as shown below are intended for guideline purposes only. A consultation is required with an individual business to discuss and agree the parameters of a campaign prior to the commencement of any telemarketing activity. All our services are available on a 3/6/12 month contract.

Price (excluding VAT)	£300	£600	£1,000
Allocated telephone calling hours	15	35	60
Creation of a dual branded email address	$\checkmark$	$\checkmark$	$\checkmark$
Data* (introductory offer - see below)	~	$\checkmark$	~

Allocated telephone calling hours - it is extremely difficult to guarantee the specific number of appointments that can be generated within a given timeframe. As campaign requirements will inevitably vary from customer to customer (e.g. postcode area, market sector, size of business to target & product category), 3XL will discuss and agree expectations on an individual basis.

\*Data used in 3XL campaigns complies with current TPS/GDPR legislative requirements. Data is normally charged at £50 per 1,000 records. However, as an introductory, 3XL will provide access to the first 1,000 records on a free of charge basis.

Existing Customer/Lost & Lapsed Account Management				
Price (excluding VAT)	£600	£1,000		
Allocated telephone calling hours	35	60		
Standard Non-Disclosure Agreement (NDA)	~	✓		
Appointment making	~	✓		
Creation of a dual branded email address	~	~		
Follow up email	~	~		
Data (supplied by client)	$\checkmark$	$\checkmark$		
Additional services				

Data purchase (excluding VAT) per 1,000 records	£50
Sales training	tbc
Field support	tbc

All prices are shown excluding VAT and are subject to 3XL Terms and Conditions

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# **3XL General Terms & Conditions of Sale**

## 1 Definitions and Interpretation

- 1.1 '3XL' means 3XL Ltd as defined in or to be determined in accordance with the definition of Seller below.
- 1.2 'Conditions' means these 3XL general terms and conditions of sale.
- 1.3 'Customer' means the person, firm or organisation buying under and subject to these terms and conditions.
- 1.4 3XL' means 3XL Limited (company registered in England and Wales under company number 09604166 and whose registered office is Building 1, Innovation Way, Barnsley, S75 1JL).
- 1.5 'Seller' means 3XL Limited
- 1.6 Goods' means the services, appointments or products which are to be sold under a contract between the Seller and the Customer.

#### 2 Formation of contract

- 2.1 A legally binding contract shall be formed by the Seller's acceptance of an order placed by the Customer for any services.
- 2.2 The Seller's acceptance of any order shall be subject to these Conditions which shall override any terms, conditions, or stipulations whether referred to in the Customer's order; or in any other document issued by the Customer: or in any other communication order (written or oral) between the parties, unless agreed in writing by the Seller.
- 2.3 The Seller may at its discretion add, vary or withdraw products and services listed in its price list, advertisements or any other literature at any time without notice. All reasonable efforts have been made to ensure that the details, descriptive information, etc, in the Seller's literature are accurate at the date of publication. Prices and product descriptions may be subject to change without notice.

#### 3 Price and quotations

- 3.1 The Seller may vary the price of the Services at any time.
- 3.2 All prices quoted are exclusive of Value Added Tax ('VAT'), which will be charged at the current rate in force at the time of the invoice being raised.

#### 4 Terms of payment

- 4.1 The Customer shall pay the Seller's invoice in full and the funds must be cleared in the Seller's bank before any work is undertaken.
- 4.2 The Seller has the opportunity to create a direct debit/standing order for multiple monthly payments.

#### 5 Delivery

- 5.1 The Seller will endeavour to deliver the Goods in a timely and efficient manner.
- 5.2 The Seller shall not be liable in any way for any losses, damages, or expenses (whether direct, indirect or consequential or otherwise) suffered by the Customer due to delay or any other failure of our Goods.
- 5.3 The Goods will be supplied to the Customer to the correspondence address supplied by the Customer.
- 5.4 The Seller will provide the Customer with details of the Goods in the form of an email appointment confirmation.
- 5.5 The Customer gives the Seller consent to create a dual branded email address to supply its Goods. Alternatively, the Customer can provide the Seller with a valid email address (located on the Customer's email system) that will allow the Seller to provide the Goods.
- 5.6 The Seller may ask the Customer to enter a Non Disclosure Agreement (NDA) to protect each party's intellectual properties.

## 6 Reporting & Data

- 6.1 Access to the Goods does not grant to the customer any database rights.
- 6.2 The Seller retains the right to determine the level of information supplied to the Customer at any point during or postcampaign.
- 6.3 The Goods are not intended to be used as the sole basis for any decision making and are based upon data which may be provided by third parties, the accuracy of which it is not possible to guarantee. Whilst the Seller aims to maintain a quality, fully operative service, the Goods are nonetheless provided on an 'as is', as available basis without warranties Goods are nonetheless provided on an 'as is', as available basis without warranties.
- 6.4 The Seller gives the Customer no warranty or assurance about the contents of the Goods. Whilst the Seller endeavours to maintain the accuracy and quality of the Goods, information contained may be incorrect or out of date. Therefore any use of the Goods is at the Customer's own risk.
- 6.5 The Seller disclaims all liability in contract, negligence, for breach of statutory duty, or under any indemnity or otherwise in connections with the Goods and shall nor be liable for any indirect or consequencial loss.

# 7 Disputes

- 7.1 Once an appointment has been made in good faith the Seller cannot be held responsible for subsequent cancellation, deferment or other outcome.
- 7.2 The Seller will only provide the Customer with telephone recordings of the Goods in a disputed case.

#### 8 Data Protection

8.1 In the course of dealings with the Seller, the Customer may supply to the Seller data that the Seller will collect and retain.
Some or all of that data may be personal data that is subject to the Data Protection Act 2018.
The data supplied to the Seller will be processed by by the Seller to execute order, monitor the Customer's account, to select and send the Customer marketing material. The Customer consents to the processing of the Customer's data for those purposes. Prior to progressing the Customer's order, the Seller will attempt to verify the Customer's identity (or the identity of the individual on whose behalf the Customer is acting).

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