

Terms and Conditions

1. Interpretation

Case study: written account of a building or building project using Aircrete with or without illustrations

Primary decision maker: person with authority on site to enter into contracts in relation to the building or building project

Promoter: H+H UK Ltd of Celcon House, Ightham Sevenoaks, Kent TN15 9HZ registered in England and Wales, registration number 00247647

PR Company: Promoter's chosen PR company from time to time

Voucher: a voucher or gift card to a certain value as defined by these terms and conditions and supplied by a third party voucher supplier

Voucher Supplier: the third party online supplier of high street vouchers

2. The Contract

2.1 The Customer warrants that the person arranging and entering into the Contract on its behalf has authority to do so;

2.2 The Promoter will decide whether or not to progress any Case Study provided by a Participant in its absolute discretion;

2.3 The Promoter's decision on whether a Case Study is to be used or not is final and the Promoter and the PR Company will decide on whether a project is suitable to be considered for a Case Study.

2.1 The Promoter and the PR Company will decide in their absolute discretion when a Case Study, including a Long Case Study, is complete. Vouchers will only be awarded at the end of the Case Study process when the Promoter and the PR Company deem the process described at clause 3 of these conditions, whether (a), (b) or (c) as appropriate, to be complete.

2.2 The maximum value of Vouchers that can be awarded per Case Study project is £30. The value of the Vouchers is not accumulative.

2.3 Vouchers are to be selected from www.voucherepress.co.uk or such Voucher Supplier as the Promoter chooses from time to time

2.4 The Promoter's decision on whether a Case Study is to be used or not is final:

3 The Voucher Offers

Vouchers will be awarded on three levels dependent on the completion of the case study:

a) £10 Voucher

To qualify for a £10 Voucher, the Participant must provide the following in relation to a potential Case Study:

i. Introduction to a potential case study with the following details: type of project, location and contact details for the primary decision maker in relation to the relevant site (the **Site**): contractor, client, architect and/or specifier.

ii. Before submitting this information to the Promoter and/or its representatives at the PR Company approval must be sought from the primary decision maker with regards to the project being utilised as a case study for the purpose of promoting the Promoter.

iii. The Participant warrants to the Promoter and the PR Company that permission has been obtained at this point.

iv. The PR Company will verify all of the above details and decide if the project is suitable for a case study before awarding vouchers.

b) £20 Voucher

i. Steps (i) and in addition a completed Short Case Study.

ii. A short case study is around 250-300 words written by the PR Company as a result of using the information provided above and speaking to project stakeholders, includes photography and for it to be considered complete it must be approved by all necessary

stakeholders, feature on www.hhcelcon.co.uk and have permission to be issued to the media. Professional photography is typically arranged by the PR Company on behalf of the Promoter and often requires access to the project.

c) **£30 Voucher**

- i. Steps (i) and (ii) above and in addition a completed Long Case Study.
- ii. A Long Case Study is typically 4 pages and when completed appears as an artworked PDF on www.hhcelcon.co.uk.
- iii. Long cases studies are often utilised in the media.

4 Intellectual Property

All Intellectual Property Rights in the Case Study and subsequent uses of the Case Study are vested in the Promoter.

5 Liability

- 5.1 The Participant acknowledges that provision of the Voucher is by an independent third party, the Voucher Supplier, and the Promoter and the PR Company will not accept liability for any lost, stolen or damaged Vouchers;
- 5.2 The supply of the Voucher shall be in accordance with the Voucher Supplier's own terms and conditions supplied by it at the time of the Participant's engagement of it via its website;
- 5.3 The Voucher Supplier shall offer a choice of high street Vouchers with various retail outlets (the **Retailers**) and the Participant acknowledges that Promoter and PR Company have no control over the choice of Retailers provided by the Voucher Supplier.
- 5.4 In the event that a Retailer is placed in either administration or liquidation there is no obligation on the Promoter, the PR Company or the Voucher Supplier to replace or exchange any previously issued, unspent Vouchers.

6. GENERAL

- 6.1 **Assignment and subcontracting.** The Promoter may at any time deal in any manner with all or any of its rights under the Contract and may subcontract any or all of its obligations under the Contract to any third party. The Customer shall not, without the prior written consent of the Supplier dispose of in any other manner with its rights or obligations under the Contract.
- 6.2 **Notices.** Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and may include email and fax, which shall be deemed to be served immediately, or post which shall be deemed to be served two Business Days after postage.
- 6.3 **Waiver.** If the Supplier fails to insist that the Customer performs any of its obligations under these Terms or delays in doing so, that will not mean that the Supplier has waived its rights against the Supplier. A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default.
- 6.4 **Severance.** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 6.5 **No partnership or agency.** Nothing in the Contract shall be deemed to constitute a partnership or joint venture of any kind between any of the parties and no party shall have authority to act as agent for, or to bind, the other party in any way.
- 6.6 **Third parties.** A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 6.7 **Variation.** Except as set out in these Conditions, any variation to the Contract shall only be binding when agreed in writing and signed by the Supplier.
- 6.8 These Terms are governed by English law and the parties submit to the exclusive jurisdiction of the English courts.