

## TERMS AND CONDITIONS

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### 1 ACCEPTANCE

Estimates and quotations are firm for three months from the date of proposal, and are exclusive of VAT at the standard rate.

### 2 ADMINISTRATION

Travel to and from client's office, stationery and UK telephone calls are included unless otherwise agreed.

### 3 PAYMENT

Unless other arrangements are agreed, one half of the fee for each phase of work will become due on starting. Thereafter invoices will be sent at the end of each month, relating to work done in that month or for media space for the following month.

The invoice payment terms are 30 days from the invoice date.

### 4 IMPLEMENTATION

While we will take all reasonable care, final responsibility for implementing recommendations, refinement, artwork, proofs and digital imaging rests with the client.

### 5 MODIFICATIONS

Extra work and expenses caused either by delay in receiving client's instructions or by changes in those instructions will be additionally charged on a time basis. We cannot be held responsible for any changes made by clients to our specifications.

### 6 CONTRACTORS/SUPPLIERS

We will take all responsible care when recommending contractors/suppliers and we will supervise on the basis of inspection, execution and completion of the work to be carried out by the contractors/suppliers.

### 7 CONFIDENTIALITY

We undertake not to misuse any confidential information that may be available to us.

### 8 COPYRIGHT

The copyright in all designs and materials will remain our property until completion of the work and on full payment of fees due under this contract. Then the copyright will be assigned to the client for the specific applications described in this project. Permission to reproduce the work for any other application is subject to an additional fee which can be negotiated.

### 9 INTELLECTUAL PROPERTY

If items are produced by the agency in accordance with a specification or design or instruction provided by the client then the client will indemnify the agency against all actions, claims, costs, damages and demands of whatsoever description and howsoever arising in relation to any claim or alleged claim in respect of infringement of any letters, patent, registered design, trade mark, copyright (including design copyright) or any other intellectual property right.

### 10 PUBLICITY

The client agrees to give us credit, where appropriate, in press handouts and publicity material and agrees to an announcement of our appointment as consultant or agency. Other press releases prepared by the agency will be cleared by the client if necessary.

### 11 INSURANCE OF CLIENT PREMISES

The client must ensure that their premises are fully insured against fire, burglary, flood etc.

### 12 FORCE MAJEURE

Should any event occur, whether at the agency's offices or otherwise which is beyond the control of the agency such as by way of example industrial action or dispute (including strike or lock out) shortage of materials, act of God, war, fire, flood, drought, breakdown and the performance of this contract is prevented or delayed:

a) Without prejudice to its rights in the event of breach of contract by the client, the agency reserves the right to cancel delivery or other performance of the agency's obligations under any contract in whole or in part and in the event of the agency exercising such right the agency's liability shall be limited to the repayment to the client (without interest) of any part of the purchase or contract price or charge already received by the agency and attributed to any unfulfilled and cancelled part of the contract less any expenses incurred by the agency down to the date of cancellation in past performance of the contract.

b) If such prevention or delay continues for 3 months the client may elect to cancel the contract, and if such election is made the client shall be liable to pay to the agency cancellation charges in accordance with these conditions.

### 13 TERMINATION

If, after acceptance of a proposal, a client does not proceed, all fees and expenses incurred to that point become immediately payable.

### 14 JURISDICTION

This contract is constructed according to, and is governed by English Law; the parties moreover agree to submit to the exclusive jurisdiction of any kind which may arise concerning this contract.