



TERMS AND CONDITIONS

1. INTERPRETATION

1.1. In these Conditions:

'Client' means the person named on the specification sheet for whom HdK Associates has agreed to provide the Specified Service in accordance with these conditions.

'Contract' means the contract for the provision of the Specified Service.

'Document' includes in addition to a document in writing any map, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disk, tape or other device embodying any other data.

'Input Material' means any documents or other materials in any data or other information provided by the Client relating to the Specified Service.

'Output Material' means any documents or other materials and any data or other information provided by HdK Associates relating to the Specified Service.

'Specification Sheet' means the quotation/order or other sheet to which these conditions are appended.

'Specified Service' means the service to be provided by Hans de Kretser Associates for the Client and referred to in more particular detail in the Specification Sheet but will include:

- Acting on behalf of the Client. Reporting on the Client's requirements and strategies.
- Planning, creating and developing to rough layout stage for the Client's approval, preparing final artwork and then supervising the production websites, email campaigns, online advertising, CD ROMs, DVD's, online social media campaigns, digital media campaigns, filming, editing, media duplication, online video distribution.

'Client's authorised person' means any one of the Directors or employees of the Client required to give any approval in writing under these conditions.

'Supplier' means Hans de Kretser Associates – also called HdK Associates.

1.2. The headings in these conditions are for convenience only and shall not affect their interpretation.

2. SUPPLY OF THE SPECIFIED SERVICE

2.1. HdK Associates shall provide the Specified Service to the Clients subject to these conditions.

2.2. HdK Associates shall not be obliged to accept or implement any verbal orders received from the Client in respect of the Specified Service unless the same are confirmed in writing and signed by the Client's authorised person before HdK Associates is obliged to or will begin any work in connection with the Specified Service.

2.3. The Client shall at its own expense supply HdK Associates with all necessary documents or other materials and all necessary data or other information relating to the Specified Service within sufficient time to enable HdK Associates to provide the Specified Service in accordance with the Contract. The Client shall ensure the accuracy of all input material.



2.4. The Client shall at its own expense retain duplicate copies of all input material and insure against its accidental loss or damage. HdK Associates shall have no liability for any such loss or damage however caused. All output material shall be at the sole risk of the Client from the time of delivery to or to the order of the Client.

2.5. 'Specified Service' shall be provided in accordance with specification sheet and otherwise in accordance with HdK Associates's published literature relating to the Specified Service from time to time subject to these conditions.

2.6. Further details about the Specified Service and advice or recommendations about its provision or utilisation which are not given in HdK Associates's published literature may be made available on written request.

2.7. HdK Associates may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Specified Service without any liability to the Client.

2.8. HdK Associates may at any time without notifying the Client make any changes to the Specified Service which are necessary to comply with any applicable safety or other statutory requirements or which do not materially affect the nature or quality of the Specified Service.

3. ACKNOWLEDGEMENT

Wherever appropriate HdK Associates requires the following credit: Hans de Kretser Associates
www.dekretser.com

4. CHARGES

4.1. Subject to any special terms agreed the Client shall pay HdK Associates's standard charges and any additional sums which are agreed between HdK Associates and the Client for the provision of the Specified Service or which in HdK Associates's sole discretion are required as a result of the Client's instructions or lack of instructions the inaccuracy of any Input Material of any other cause attributable to the Client.

4.2. Out of pocket expenses incurred directly on behalf of the Client by HdK Associates are payable by the Client and shall form part of the charges to the Client.

4.3. HdK Associates shall be entitled to vary HdK Associates's Standard Charges from time to time by giving not less than 30 days written notice to the Client.

4.4. All charges quoted to the Client for the provision of the Specified Service are exclusive of any Value Added Tax for which the Client shall be additionally liable at the applicable rate from time to time.

4.5. HdK Associates shall be entitled to invoice the Client prior to the month in which the Specified Services are provided or at such other times as agreed with the Client.

4.6. HdK Associates's Standard Charges and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax and without any set-off or other deduction) within the following periods and in respect of which time shall be of the essence namely terms and conditions of supply.

4.6.1 All invoices are to be paid on or before the date upon which the Specified Services are provided by HdK Associates unless credit terms are agreed in writing by HdK Associates.

4.6.2 Credit terms shall only be agreed by HdK Associates following such credit checking and provision by the Client of such guarantees and upon such terms as HdK Associates shall in its absolute discretion consider necessary. In the event of the Client failing to comply with any of the credit terms those terms shall cease to apply forthwith and the balance of HdK Associates's charges shall then become due and payable forthwith.

4.7. If payment is not made on the due date HdK Associates shall be entitled without limiting any other rights it may have to charge interest on the outstanding amount (both before and after any judgment) at the rate of 5%



above the base rate from time to time of HSBC Bank from the due date until the outstanding amount is paid in full and furthermore should the total due or any part thereof remain unpaid for more than seven days beyond the due date then the total sum of the Client's account with HdK Associates (that is all monies committed by HdK Associates on behalf of the Client) shall become immediately due for payment.

5. RIGHTS IN INPUT MATERIAL AND OUTPUT MATERIAL

5.1. The property and any copyright or other intellectual property rights in:

5.1.1. any Input Material shall belong to the Client

5.1.2. any Output Material shall unless otherwise agreed in writing between the Client and HdK Associates belong to HdK Associates subject only to the right of the Client to use the Output Material for the purposes of utilising the Specified Service.

5.2. any Input Material or other information provided by the Client which is so designated by the Client and any Output Material shall be kept confidential by HdK Associates and all Output Material or other information provided by HdK Associates which is so designated by HdK Associates shall be kept confidential by the Client; but the foregoing shall not apply to any Documents or other materials data or other information which are public knowledge at the time when they are so provided by either party and shall cease to apply if at any future time they become public knowledge through no fault of the other party.

5.3. The Client warrants that any Input Material and use by HdK Associates for the purpose of providing the Specified Service will not infringe the copyright or other rights of any third party and the Client shall indemnify HdK Associates against any loss, damages, costs, expenses or other claims arising from any such infringement.

6. WARRANTIES AND LIABILITY

6.1. HdK Associates warrants to the Clients that the Specified Service will be provided using reasonable care and skill and as far as reasonably possible in accordance with the Specification and at the intervals and within the times referred to in the Specification Sheet. Where HdK Associates supplies in connection with the provisions of the Specified Service any goods (including Output Material) supplied by a third party, HdK Associates does not give any warranty, guarantee or other term as to their quality, fitness for the purposes or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to HdK Associates.

6.2. HdK Associates shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

6.3. Except in respect of death or personal injury caused by HdK Associates's negligence, or as expressly provided in these Conditions, HdK Associates shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of HdK Associates, its servants or agents or otherwise) which arise out of or in connection with the provision of the Specified Service or their use by the Client, and the entire liability of HdK Associates under or in connection with the Contract shall not exceed the amount of HdK Associates's charges for the provision of the Specified Service, except as expressly provided in these Conditions.

6.4. HdK Associates shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of HdK Associates's obligations in relation to the Specified Service, if the delay or failure was due to any cause beyond the Supplier's reasonable control.



7. TERMINATION

7.1. Either party shall be entitled to terminate the Contract at any time by giving not less than one month's prior notice in writing to the other terminating HdK Associates's services. Provided that in the event of the Client being in breach of the provisions of paragraph 4.5, HdK Associates shall be entitled to terminate the Contract forthwith upon giving written notice to the Client.

7.2. Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.

9. GENERAL

8.1. These Conditions (together with the terms, if any, set out in the Specification Sheet) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

8.2. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

8.3. No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

8.4. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

8.5. Any dispute arising under or in connection with these Conditions or the provision of the Specified Service shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President of the Chartered Institute of Arbitrators.

8.6. English law shall apply to the Contract and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

