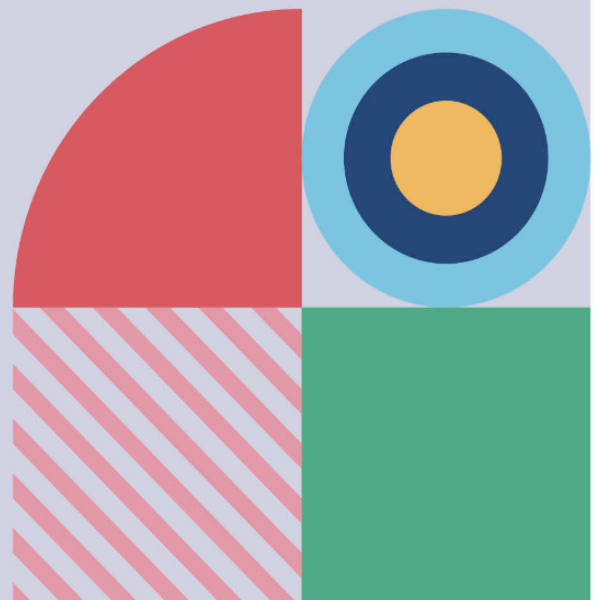


Terms of Business

December 2022

Communications that matter



Introduction

We are pleased to confirm our agreement to provide the services described here. We will provide services to you strictly upon and subject to our standard terms of business, which are set out below.

Our Services:

- Strategic marketing planning
- Creative design
- Digital development
- Website and application design, development, hosting and maintenance
- Print and production buying
- Media planning and buying (including social media)
- Video and animation production
- Public relations

Our Charges:

Charges for providing our services will be quoted on a project-by-project basis.

Terms and Conditions:

1. You may request us to change, reject, cancel or stop any and all plans, schedules or work-in-progress and we shall take all reasonable steps to comply, subject to our contractual obligations to suppliers. In the event of any cancellation or amendment, you will reimburse us for any charges or expenses incurred thereby and in addition you will pay our fees incurred in respect of the work done.
2. Illustration, photography, model fees and all materials purchased for art or photographic purposes shall be charged at net cost to us, plus a management handling fee.
3. When appropriate, we will request and discuss with you, staged invoicing payment schedules as some projects develop over longer timescales than others. The price of the services shall be the price set out in the Order Confirmation or (where the price is not referred to in the Order Confirmation) as set out in the Quotation, or (where no price has been quoted or a quoted price is no longer valid) the price calculated by us from our normal price list from time to time, a copy of which you acknowledge you have received and agreed. We reserve the right to increase the price of the services to cover any increase in the cost to us which is due to any factor beyond our control (such as alteration of duties, significant increases in the costs of labour, materials, or other costs of manufacture).
4. Subject to any special terms agreed in writing between us, we shall be entitled prior to carrying out any work to invoice you for a payment on account towards the price of the services upon the Order Confirmation being given to you, such sum being acknowledged by you as a non-returnable deposit. We shall be entitled to invoice you for a sum representing the remaining balance of the price of the services upon the completion of the work or as agreed in the financial schedule. For long term projects we may allow you the total quoted cost to be paid by agreed equal instalments and invoiced on an agreed timetable.
5. If you fail to make any payment on the due date then without prejudice to any other right or remedy available to us we shall be entitled to cancel the Contract or suspend provision of

Services to you even in respect of works for which you have paid in full and charge interest.

6. Advertising space or time in all on-line and off-line media will be charged to you in addition to our charges set out above and published rates in effect at the time of publication.
7. The production print costs of brochures, booklets, product publicity and other promotional materials or services as may be prepared or suggested by us will be charged to you at net cost to us, plus a management handling fee.
8. Where we contract with third parties to provide services or goods essential to the production of goods or delivery of services by us to you then the costs of those third parties shall be charged to you at net cost to us, plus a management handling fee.
9. We reserve the right to charge for costs incurred by us in delivering goods to you.
10. Travelling and hotel expenses of our employees when attending locations and necessary overtime charges will be charged to you at net cost to us.
11. Our accounts are due within 30 days of date of invoice. We reserve the right to charge interest on all overdue accounts from the date when payment is due until the date of actual payment (as well after as before judgement) at the rate per annum of 6% above the base rate for the time being of HSBC Bank Plc. Such interest shall accrue from day-to-day. The time for payment of the invoices shall be of the essence.
12. Unless otherwise expressly agreed with you in writing our contracts with media and suppliers for your advertising and marketing may be made in accordance with media rate cards or other standard or individual conditions and contracts. If we do not have ongoing contracted rates with suppliers we may obtain quotes on a project by project basis in line with need, with some costs being based on rate cards that suppliers make visible to us, while other media is based on an auction-style pricing system such as social media advertising and so it may not be feasible to supply rate cards due to the fluid nature of the pricing.
13. The ownership of the front end content such as web pages and app pages and copyright therein created by us shall remain with us until payment in full has been received for all sums owing by you to us howsoever such sums arise. Once payment in full has been received, ownership and copyright of page text and graphics specific to you shall pass to you.
14. Ownership of all code used in processing web pages shall remain with us and it is expressly agreed that the use of such code in processing the web pages does not confer any passing of title from us to you. Ownership of the copyright in any creative or digital work prepared or acquired by us in respect of your advertising design and marketing will belong to us but can be assigned subject to negotiation.
15. On receipt of full payment for a digital product such as a website or app we assign to you all intellectual property rights in the design elements. These rights are assigned for the whole term of such rights together with all reversions, revivals, extensions and renewals, and this assignment includes the right to bring proceedings for past infringement of the assigned intellectual property rights. You own the graphics and other visual elements that we create for you for this project. At your request we will give you a copy of all files and you should store them safely. We will archive your digital assets for 24 months, after that period we are not required to keep them or provide any native source files that we used in making them unless

stated otherwise. All intellectual property rights in the software elements will, as between the parties, be our property and, from the date of acceptance of the website by you, we grant to you a non-exclusive worldwide licence to use the Software Elements in connection with the website, subject always to the other terms of the Agreement, and providing you do not sell, resell, rent, lease, supply, distribute or redistribute the Software Elements nor use the Software Elements in connection with any website, web application, script, computer program or software (other than the Website) nor alter or adapt or edit the Software Elements.

16. Unless we specifically agree otherwise by contract, the copyright for all working documents such as layered Adobe files, HTML mark-up, CSS , Javascript and PHP and any other source code produced by us that are used to produce final output material, will remain our property at all times.
17. Third party software shall be supplied under the standard licence terms provided by such third parties, copies of which shall be provided to you, and you agree to be bound by such licence terms. We do not warrant that third party software will be error free.
18. Notwithstanding any other provision of the Agreement, the assignments and licences granted by us are subject to you paying us all amounts owing to us in full and on time. In the event that you owe any amount to us and fail to pay that amount to us within 14 days of receiving a notice requiring you to do so and specifying that the assignments will revert and the licences will terminate if the amount remains unpaid, then we may immediately revert the assignments and terminate the licences granted by us by giving written notice of reversion and termination to you.
19. We may include our credit(s) together with a link to our website on your website in a position and in a form to be agreed by the parties. You agree to retain any such Credit and link in any adapted version of the Website, and you will remove any such Credit and link from the Website at our request. We also reserve the right to promote, display and link to your completed project as part of our portfolio and to write about the project on different communication platforms and publications.
20. Ownership of copyright for subcontracted work such as photography, copywriting, illustration, printing, TV and Radio commercial production etc is governed by individual sectors and therefore not assignable without negotiation.
21. Some media require payment of their accounts to be in their hands by specified dates, otherwise a surcharge is incurred. Where this is a condition of our contract with them, it also becomes a condition of our contract with you. You agree to pay us the surcharge if you fail to pay us on due dates which are 14 days before these media payments are due.
22. We will make reasonable efforts to program digital products such as websites and apps to be as secure as reasonably possible at the time of delivery and cannot offer indemnity against future threats and/or developments. Once you have acknowledged and accepted completion of the project, any amendments will be charged at our standard billing structure.
23. We develop digital products and services in accordance with the specification agreed with you. If additional compatibility is required, you must advise us of this at the outset of any project. If your requirements change or you require additional features then you must advise us of this as soon as possible and we will discuss with you whether changes are possible and any price increase which will be necessary.

24. You shall be responsible for content and uploads. If we agree in writing to upload content for you then you will supply the copy for web pages in clear and usable electronic form and shall be entirely responsible for the content of your web pages. All images uploaded to websites by you (via CMS, FTP or other) should be optimised (compressed file size). We can provide advice on the best image editing software packages, but we do not accept any responsibility for such advice nor the performance or compatibility of third-party software, or the results produced. When a test link is provided, it is your responsibility to test the functionality and to read and check all copy, as well as approve the design and images used before approval is given. We can provide legal disclaimers and privacy policies but it is your responsibility to confirm with your own legal advisers that these meet your individual requirements as we do not accept responsibility for their accuracy, relevance or currency.
25. All conditions, terms, representations and warranties relating to the services supplied under this Agreement, whether imposed by statute, operation of law, or otherwise and that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose, are hereby excluded.
26. No claim against us shall be brought unless you notify us of the claim within 6 months of it arising.
27. We will not be liable to you by reason of any representation (unless fraudulent), implied warranty, tort, duty at common law, condition or other term, breach of statutory duty, restitution or otherwise) for any loss of business, including but not limited to contracts, anticipated savings or profits or any indirect, special loss, consequential loss, (all three of which terms include, but are not limited to, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) damage, costs, expenses or other claims (whether caused by our negligence or the negligence of our servants or agents or otherwise) which arise out of or in connection with the provision of any goods or services by us.
28. We warrant that our services will be provided using reasonable care and skill. Where we supply any goods supplied by a third party, we do not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to us.
29. If despite the terms of this agreement we are held liable to pay damages or direct or indirect losses to you then the aggregate liability in respect of all claims shall not exceed the price paid by you for the services under this contract.
30. We will not be liable for any delay in, or omission of, publication or transmission or any error in any written document, in the absence of proved default or negligence on our part.
31. You will indemnify us, keep us indemnified and hold us harmless from all liabilities, actions, claims, proceedings, losses, expenses (including reasonable legal costs and expenses), costs and damages, suffered or incurred by us in consequence of your breach or non-observance of this Agreement, or arising out of claims based upon or relating to work undertaken for you or any claim brought against us by a third party resulting from the provision of any services to you and your use of them.
32. If due to industrial action, lock-out, accident, fire, insolvency or breach of contractual obligations on the part of a supplier or intended advertising medium, natural catastrophe, pandemic or local or national lockdown or other cause over which we have no reasonable control, we fail to

perform our services in accordance with the terms agreed with you, we shall not be held responsible for any loss or damage (whether direct or consequential) which may be incurred by you as a result of such failure.

33. Please inform us immediately if you consider that any claim made in any copy submitted to you by us for approval is incorrect or misleading in any way relating to your product or service.
34. Either you or we shall have the right without prejudice to your or our rights and remedies to terminate this agreement forthwith if we or you (as the case may be) commit any breach of our or your obligations under these terms.
35. No payment may be withheld by you for any reason nor may any counterclaim which you may have be set-off against any payment due to us without our prior written consent.
36. We shall have a general and particular lien over any of your property in our possession in respect of any monies due to us from you from time to time.
37. Our agreement with you shall be governed in all respects by the laws of England. You hereby submit to the non-exclusive jurisdiction of the English courts.