

SO... Terms of Business

Appointment

1. These terms replace any previous terms and will be incorporated into every contract entered into by the Seller and shall govern the contract to the exclusion of any other terms and conditions.
2. Work on a project will only commence on acceptance by the Buyer of the quotation for the project and acceptance of the quotation is deemed to include acceptance of these terms of business, unless otherwise agreed in writing.

Services

1. The Marketing Communications Services may include: studies of the Buyer's products and services; analysis of markets both present and potential; analysis of marketing and public relations problems; evaluation of media; formulation; development and submission of plans, ideas, programmes, campaigns, schemes and estimates, costs, research where appropriate and other similar activities.
2. The Buyer's verbal or written approval of copy, layout, scripts, films, schedules, estimates, story boards or other materials will be the Seller's authority to purchase, publish, make production contracts, release films and recordings, make contracts, space time and other facilities or to take other action appropriate to the products, goods or services.

Intellectual Property

1. All Intellectual Property Rights in any proposals, questionnaires, reports and other project documentation belong to the Seller unless otherwise agreed and may not be published, quoted or reproduced without the Seller's permission.
2. If the Buyer requests the use of a specific drawing or design etc. it is the Buyer's responsibility to ensure that no copyright design right or trade-mark or other Intellectual Property Right is infringed and the Buyer shall indemnify the Seller against such breach.

Charges

1. The fees quoted are for the Marketing Communication Services as set out in the quotation in accordance with the original specification. Changes made at the Buyer's request may result in additional fees.
2. The Seller shall be entitled to vary their standard charges from time to time by giving one week's written notice to the Buyer.
3. All charges quoted to the Buyer for the provision of the services are exclusive of any V.A.T. which the Buyer shall be additionally liable to pay to the Seller at the applicable rates from time to time.
4. In the event of the project being cancelled, the charge will be all costs already contracted by the Seller plus 10% of the value of the Contract by way of an administration fee.

Payment

1. Additional costs arising from variations requested by the Buyer shall be payable by the Buyer.
2. Invoices are due for payment within 30 days together with any applicable V.A.T. without any set off or other deductions. If payment is not received the Seller is entitled to: Cancel the contract and/or charge interest on any overdue account at 5% above the base rate of Lloyds until actual payment.
3. Any query in respect of any invoice must be made within 7 days of the date of the invoice.
4. The Seller reserves the right, when appropriate, to request the Buyer for interim payment during the projects.

Liability

1. The Seller shall not be liable to the Buyer for any loss, damage, cost, expenses or other claims for compensation arising from any instructions received from or approved by the Buyer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form or arising due to their late or non-arrival or any other fault of the Buyer.
2. The Seller shall not be liable to the Buyer where any implied warrant condition or other term or any duty at common law or any profit or loss or any indirect special or consequential loss damage cost expenses which arise out of or in connection with the provision of the Services where any representation is made by the Seller while made in good faith it is intended only as an aid to the Buyer's judgement and the Seller can not be held responsible for any damage or loss suffered by the Buyer as at result of such representation.

General

1. The Seller shall not be liable to the Buyer for any delay in performing the Services if the delay or failure to perform was due to any cause beyond the Seller's reasonable control including wars, strikes, industrial action, lock out, accidents, fire or prohibitive Governmental Regulation.
2. The Seller may sub-contract or assign at the Seller's discretion all or any part of the Seller's obligations under the contract.
3. This contract shall be governed by the Laws of England and the English Court shall have sole jurisdiction to decide any differences or disputes arising between the Seller and Buyer.