

TERMS AND CONDITIONS OF BUSINESS

These terms and conditions govern work undertaken by John Paulding Associates on behalf of clients and prevail over any written terms and conditions of the client. They also supersede any previously published conditions.

1. COPYRIGHT

The authorship and ownership of all design undertaken by John Paulding Associates is governed by the terms of the Copyright, Designs and Patents Act 1988. As such, the design and its components are the intellectual property of John Paulding Associates and cannot be reproduced in part or in whole in any other format without the written expressed permission of the proprietor.

2. PRICES

- a) Fixed term prices are available for Publicity and Global Publicity services and are payable on an ongoing monthly basis.
- b) All studio work and production, preliminary or otherwise, undertaken by John Paulding Associates is chargeable at the current studio rate.
- c) All 'quotations' given, whether verbal or written, are limited by the initial brief and terms of acceptance of work. Additional requests, modifications and alterations after work has commenced will be charged at studio rate. All quotations are subject to VAT at the appropriate rate and assume that prompt payment discount has been taken (refer clause 4a).
- d) Quotations for printing work for clients can be obtained from our printers. Invoicing and payment is then conducted directly between printer and client.
- e) John Paulding Associates do not act as principal in media bookings.

3. VAT

VAT is chargeable on goods and services at the current appropriate rate.

4. PAYMENT

- a) The nett value of all work is subject to a surcharge equivalent to 5% of the total charged. This surcharge is (currently) zero rated for VAT purposes and can be deducted from the total paid if invoices are paid within 30 days of invoice date. This surcharge may be waived for clients with an established good credit history.

- b) All invoices are payable in 30 days of invoice date by cheque or BACS payment.
- c) John Paulding Associates will place work on 'stop' if a client's account becomes more than 60 days overdue.
- d) If any account becomes more than 30 days overdue (60 days from invoice date) John Paulding Associates will exercise its statutory right to claim interest and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payments of Commercial Debts Regulations 2002.

5. MATERIALS SUPPLIED BY CLIENTS

- a) The client warrants that they are the owner of the copyright, trademark, registered design or propictorial right of any material offered by them for use by John Paulding Associates on their behalf or (where they are not the copyright owner) that they have obtained all necessary consents from the copyright owner under the Copyright, Designs and Patents Act 1988. The client also warrants that the use of such material shall not constitute libel or otherwise render John Paulding Associates open to legal action.
- b) John Paulding Associates may reject material supplied by a client that appears to be unsuitable. Additional costs incurred if materials are found to be unsuitable during production will be charged after agreement with the client.

6. ILLEGAL MATTER

- a) John Paulding Associates shall not be required to produce any matter that in their opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party.
- b) John Paulding Associates shall be indemnified by the client in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material supplied by the client and subsequently used. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

7. PUBLICITY

- a) Goods - the return of goods supplied to John Paulding Associates' offices for publicity and promotion is the responsibility of the client who will be informed when the goods are ready for collection. If goods are not collected within 21 days of notification having been given return will be arranged through our couriers. The delivery costs plus a handling and administration charge of £20 per parcel will subsequently be invoiced to the client.
- b) Cancellation - the agreement to conduct Personal Representation Publicity can be cancelled by the client by giving 30 days notice in writing.

c) Proofs - A proof will be supplied to the client for approval before a press release is distributed. However in the event of non-action by the client by the time the relevant publication is due to go to press it will be assumed that the press release is approved and it will be distributed.

8. MEDIA BOOKINGS

a) John Paulding Associates does not offer a media booking service. John Paulding Associates does not act as principal for media space bookings. The supply of advertising artwork to a publication does not, under any circumstances, constitute a booking.

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JOHN PAULDING ASSOCIATES
TERMS AND CONDITIONS OF BUSINESS (cont'd)

8. LIABILITY FOR GOODS

- a) Client's property supplied to John Paulding Associates by or on behalf of the client shall, whilst it is in the possession of John Paulding Associates, in transit to or from the client or at publishing houses be deemed to be at client's risk and the client should insure accordingly.
- b) No liability is accepted for consequential loss or damage including (but not limited to) loss of profits, income or revenue however caused.
- c) Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to John Paulding Associates and the carrier within three days of delivery (or, in the case of non-delivery, within 28 days of despatch of goods).

9. INSOLVENCY

If a client cannot pay their account; or, being a company, is deemed to be unable to pay or has a winding-up petition issued against it; or, being a person, commits an act of bankruptcy or has a bankruptcy petition issued against them John Paulding Associates will, without prejudice:

- a) Have the right not to proceed further with work for the client and be entitled to charge for work already carried out (whether completed or not).
- b) Have a general lien on all goods and property in its possession and shall be entitled, on the expiration of 14 days notice, to dispose of such goods in such a manner and at such a price as they think fit and to apply the proceeds in respect of all unpaid debts due from the client to John Paulding Associates.

10. FORCE MAJEURE

John Paulding Associates shall be under no liability if they are unable to carry out any work for any reason beyond their control including (without limiting the power foregoing) Act of God, legislation, war, terrorism, fire flood, drought, failure of power supply or lock-out or owing to any inability to procure materials required for the completion of the work. During the continuance of such a contingency the client may, by written notice, elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

11. LIABILITY

Where work is defective for any reason, including negligence, John Paulding Associate's liability (if any) shall be limited to rectifying the defect.

12. LAW

These conditions and all other express terms shall be governed and construed in accordance with the laws of England.

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