

COMMS GROUP (UK) LIMITED STANDARD TERMS AND CONDITIONS – WEBSITE/DESIGN/PRINT & SEO

1 DEFINITIONS

In this document the following words shall have the following meanings:

1.1 "Agreement" means these Terms and Conditions together with the terms of any applicable Specification Document;

1.2 "Customer" means the organisation or person who purchases goods and/or services from the Supplier;

1.3 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;

1.4 "Specification Document" means a statement of work, quotation, media specification, production specification or other similar document describing the goods and services to be provided by the Supplier, including but not necessarily limited to: account handling, creative concepts, art direction and copywriting, artwork and dispatch, print buying, media planning and buying, marketing planning, research and website design and development;

1.5 "Supplier" means Comms Group (UK) Limited, registered company number 06611435 of KG Business Centre, Kingsfield Way, Northampton, NN5 7QS

2 GENERAL

2.1 These Terms and Conditions shall apply to all contracts for the supply of goods and services by the Supplier to the Customer relating to the provision of website design and fulfillment together with SEO services.

2.2 Before the commencement of the services the Supplier shall submit to the Customer a Specification Document which shall specify the goods and services to be supplied and (where possible) the price payable. The Customer shall notify the Supplier immediately if the Customer does not agree with the contents of the Specification Document. All Specification Documents shall be subject to these Terms and Conditions.

2.3 The Supplier shall use all reasonable endeavours to complete the services within estimated time frames but time shall not be of the essence in the performance of any services.

3 PRICE AND PAYMENT

3.1 The price for the supply of goods and services are as set out in the Specification Document. The Supplier shall invoice the Customer in accordance with the terms set out within the Specification Document. All prices shall be subject to the addition of VAT unless otherwise stated.

3.2 Invoiced amounts shall be due and payable within 30 days of production of invoice (unless expressly set out to the contrary in the Specification Document). The Supplier shall be entitled to charge interest on overdue invoices from the date when payment becomes due until the date of payment at a rate of 5% per month (calculable on a daily basis). In the event that the Customer's procedures require that an invoice be submitted against a purchase order to payment, the Customer shall be responsible for issuing such purchase order before the goods and services are supplied.

3.3 The Supplier shall be entitled to require a deposit from the Customer in respect of any work to be undertaken and the Supplier shall be at liberty to apply such deposit against interim invoices or retain the same until conclusion of the project at its sole discretion.

3.4 In the event that any interim invoice of the Supplier becomes overdue for payment by the Customer, the Supplier shall be entitled to withdraw all credit terms agreed with the Customer, suspend work and require payment of any outstanding invoice(s) in full together with payment in advance for any remaining stages of the project before work continues. In the event that any invoice becomes more than 28 days overdue for payment, the Supplier reserves the right to terminate this Agreement forthwith without prejudice to any outstanding liabilities and thereafter charge a fee to the Customer for any work-in-progress, liabilities to third parties in respect of the work being undertaken and also recover from the Customer any losses suffered as a consequence of such cancellation.

3.5 The Supplier shall be entitled to require payment due to any third parties (including but not limited to web hosting providers, photographers, copywriters and image bank suppliers) before any instruction to such third parties to commence work / provision of services shall be given.

3.6 If the Suppliers credit insurers revise or withdraw cover for the Customer, the Supplier reserves the right to revise its terms of payment and if no agreement can be reached with the Customer, the Supplier will have the right of termination. The Customer will not be eligible for any early payment discounts regardless of the Suppliers terms with its suppliers unless there is an express agreement to the contrary in writing within the Specification Document.

3.7 The Supplier reserves as a contractual right (and the Customer agrees to pay) any and all costs and expenses incurred with third party advisors (e.g. solicitors, barristers, consultants and debt recovery agencies) in respect of the recovery or attempted recovery of any outstanding sums due to the Supplier by the Customer in accordance with this Agreement together with a reasonable contribution towards management time incurred in the engagement and instruction of such third party professionals.

4 SPECIFICATION OF THE GOODS & SERVICES, APPROVALS AND AUTHORITY

4.1 Specification

4.1.1. All goods and services shall be required only to conform to the specification in the Specification Document. For the avoidance of doubt no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the Supplier and no representation written or oral, correspondence or statement shall form part of the contract.

4.2 Approvals

4.2.1 Once the Customer has given approval of a campaign, the Supplier will submit to the Customer for approval:

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4.2.1.1 Copy, layouts and/or artwork;

4.2.1.2 Estimates for all items if requested;

4.2.2 Proofs of all work together with production deadlines will be submitted for the Customer's approval and the Supplier shall incur no liability for any errors not corrected by the Customer in proofs so submitted. Customer's alterations (excluding corrections) and additional proofs necessitated thereby shall be charged as an extra

4.2.3 The Supplier specifically declines any responsibilities for technical or corporate accuracy of any typeset or visual matter and for statements and/or representations made under or in the Customer's name. In giving authority to proceed, the Customer is assumed to have checked the accuracy as well as the acceptability of the typeset, visual materials and/or statements and representations.

4.3 Authority

4.3.1 Reference to authority within this clause includes instruction.

4.3.2 Approval by the Customer of copy and layouts will constitute the Supplier's authority to proceed with web design and publication and/or commencement of SEO services.

5 DELIVERY / COMPLETION

5.1 The date of delivery / completion of a project specified by the Supplier is an estimate only. Time for delivery / completion shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the goods or services.

5.2 All risk in any goods shall pass to the Customer upon delivery.

6 TITLE

6.1 Title in any physical goods / design work shall not pass to the Customer until the Supplier has been paid in full for the Goods / Design work.

6.2 For the sake of clarity however, the intellectual property rights in relation to all goods and services provided shall be reserved in accordance with the provisions of the section on Intellectual Property contained elsewhere in this agreement.

7 CUSTOMER'S OBLIGATIONS

7.1 To enable the Supplier to perform its obligations under this Agreement the Customer shall:

7.1.1 co-operate with the Supplier;

7.1.2 provide the Supplier with any information reasonably required by the Supplier;

7.1.3 obtain all necessary permissions and consents which may be required before the commencement of the services; and

7.1.4 comply with such other requirements as may be set out in the Specification Document or otherwise agreed between the parties.

7.1.5 provide any artwork and/or images in a sufficiently high resolution so as to ensure that any design work is of a suitable standard.

7.1.6 provide a clear and full brief to the Supplier and ensure that all facts regarding the product or service are accurate and in no way misleading. The Customer agrees to inform the Supplier without delay if it considers that any claim or trade description in any advertisement submitted to the Customer by the Supplier is false or misleading in relation to the Customer's product or service.

7.2 The Customer shall be liable to compensate the Supplier for any expenses incurred by the Supplier as a result of the Customer's failure to comply with Clause 7.1.

7.3 Without prejudice to any other rights to which the Supplier may be entitled, in the event that the Customer unlawfully terminates or cancels the goods and services agreed to in the Specification Document, the Customer shall be required to pay to the Supplier as agreed damages and not as a penalty the full amount of any third party costs to which the Supplier has committed and in respect of cancellations on less than five working days' written notice the full amount of the goods and services contracted for as set out in the Specification Document, and the Customer agrees this is a genuine pre-estimate of the Supplier's losses in such a case. For the avoidance of doubt, the Customer's failure to comply with any obligations under Clause 7.1 shall be deemed to be a cancellation of the goods and services and subject to the payment of the damages set out in this Clause.

7.4 In the event that the Customer or any third party, not being a sub-contractor of the Supplier, shall omit or commit anything which prevents or delays the Supplier from undertaking or complying with any of its obligations under this Agreement, then the Supplier shall notify the Customer as soon as possible and:

7.4.1 the Supplier shall have no liability in respect of any delay to the completion of any project;

7.4.2 if applicable, the timetable for the project will be modified accordingly;

7.4.3 the Supplier shall notify the Customer at the same time if it intends to make any claim for additional costs.

8 CANCELLATION AND/OR ALTERATIONS TO THE SPECIFICATION DOCUMENT

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8.1 The parties may at any time mutually agree upon and execute new Specification Documents. Any alterations in the scope of goods and/or services to be provided under this Agreement shall be set out in the Specification Document, which shall reflect the changed goods and/or services and price and any other terms agreed between the parties.

8.2 The Customer may at any time request alterations to the Specification Document by notice in writing to the Supplier. On receipt of the request for alterations the Supplier shall, within 5 working days or such other period as may be agreed between the parties, advise the Customer by notice in writing of the effect of such alterations, if any, on the price and any other terms already agreed between the parties

8.3 Where the Supplier gives written notice to the Customer agreeing to perform any alterations on terms different to those already agreed between the parties, the Customer shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Supplier by notice in writing whether or not it wishes the alterations to proceed.

8.4 Where the Supplier gives written notice to the Customer agreeing to perform alterations on terms different to those already agreed between the parties, and the Customer confirms in writing that it wishes the alterations to proceed on those terms, the Specification Document shall be amended to reflect such alterations and thereafter the Supplier shall perform this Agreement upon the basis of such amended terms.

8.5 The Customer hereby agrees to reimburse the Supplier for any charges or expenses incurred as a direct or indirect result of any changes or cancellation, rejection or stopping of work and shall also pay the Suppliers fees incurred in effecting such changes to the initial specification.

9 WARRANTY

9.1 The Supplier warrants that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

9.2 The Customer warrants that to the best of its knowledge, information and belief, all information supplied to the Supplier before and during the continuation of this Agreement will be accurate and not in any way contrary to any law applicable to this Agreement.

9.3 The Supplier will take all reasonable precautions to safeguard the Customers property entrusted into its care, but the Supplier shall not be liable in any manner whatsoever for its loss, damage, destruction or unauthorised use except where the same is as a direct result of the Suppliers negligence or willful default.

9.4 Any claims against the Supplier as a result of damage, delay or loss of goods in transit must be submitted in writing to the Supplier and the carrier within three working days if delivery and claims for non-delivery within twenty eight days of dispatch of the goods. All other claims must be made within ten days of delivery.

9.5 Except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the goods and services to be provided by the Supplier.

10 INDEMNIFICATION

10.1 The Customer shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise, directly or indirectly, from the Customer's breach of any of its obligations under this Agreement, including any claims brought against the Supplier alleging that any goods and/or services provided by the Supplier in accordance with the Specification Document infringes a patent, copyright or trade secret or other similar right of a third party.

10.2 The Customer accepts full legal responsibility in respect of any advertising approved by it for publication and will indemnify and keep indemnified the Supplier in respect of any loss or liability, costs (including legal costs) or damages incurred as a result of any use of the advertising by the Customer for any purpose.

10.3 The Customer will maintain at all times appropriate insurances in order to meet the indemnities provided within this Agreement.

11 LIMITATION OF LIABILITY

11.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the total remuneration paid by the Customer to the Supplier in the preceding 12 months.

11.2 In no event shall the Supplier be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.

12 TERMINATION

Either party may terminate this Agreement forthwith by notice in writing to the other if:

12.1 the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;

12.2 the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;

12.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;

12.4 the other party ceases to carry on its business or substantially the whole of its business; or

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12.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

13 INTELLECTUAL PROPERTY RIGHTS

13.1 All Intellectual Property Rights in any finished design work, visuals and all other work produced from or arising as a result of the performance of this Agreement (hereinafter 'the Material') shall remain the absolute property of the Supplier. Provided all fees are paid in accordance with this Agreement the Customer has a license to use the Material in the UK (or elsewhere if expressly agreed in the Specification Document).

13.2 For the sake of clarity, all Intellectual Property Rights in any drafts that do not form part of any finished Design work remain the absolute property of the Supplier and no license to the Customer to utilise the same if granted or to be implied.

13.3 Upon termination and upon the Customer fulfilling all its obligations under this agreement, (including those relating to payment and the period of notice), the Supplier will grant to the Customer such further licenses necessary for the Customer to use the Material on terms to be agreed. The Supplier shall also waive any Moral Rights in the Material.

13.4 Unless instructed otherwise in writing the Supplier will assume all Customer-supplied materials are free of intellectual property and copyright provisions or any restrictions regarding confidentiality of information.

13.5 For the avoidance of doubt the Supplier shall:

13.5.1 Be able during and after the currency of this Agreement to use the Material for the purpose of promoting its own business by means including but not limited to on the Supplier's own web site and for purposes associated with the entry and conduct of advertising industry awards schemes; and

13.6.2 Retain the copyright in any material contained in any presentation made in competition with any other agency in the event of the Supplier's presentation being unsuccessful.

14 INSURANCE

The Customer will insure its property when in the possession of, and when in transit between the Supplier, the media, printers, production companies and other outside parties or sub-contractors. Alternatively, and if the Customer so requests in writing and the same is acknowledged and accepted by the Supplier, the Supplier will insure the Customer's property and recharge the cost of the same back to the Customer. Any property will not be covered (even after acceptance of the responsibility to insure the same by the Supplier is made in writing) until the Supplier advises the Customer that same is placed on-cover with insurers in writing. Any failure or delay by the Customer to cover such insurance costs / premiums will result in the Suppliers responsibility to insure the Customers property desisting immediately.

15 CONFIDENTIAL INFORMATION

15.1 The Supplier acknowledges a duty not to disclose without the Customer's permission during or after the term of appointment any confidential information supplied by the Customer. The Customer, in turn acknowledges the Supplier's right to use as the Supplier sees fit any general marketing or advertising intelligence in the field of the Customer's product or service, which the Supplier has gained in the course of their appointment.

15.2 During the continuance of this contract, the Supplier acknowledges its responsibility to treat in complete confidence all the marketing and sales information and statistics with which the Customer may supply the Supplier in the course of any work for the Customer. Reports submitted by the Supplier to the Customer shall be treated as confidential.

16 TERMS SPECIFICALLY APPLICABLE TO WEBSITE DESIGN

16.1 Whilst every endeavor will be made to ensure that the website and any scripts or programs are free of errors, the Supplier cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

16.2 The website, graphics and any programming code remain the property of the Supplier until all outstanding accounts are paid in full. Any scripts, cgi applications, php scripts, or software (unless specifically agreed) written by the Supplier remain the copyright of the Supplier and may only be commercially reproduced or resold with the permission of the Supplier.

16.3 The Supplier cannot take responsibility for any copyright infringements caused by materials submitted by the Customer. The Supplier reserves the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material. Any additions to briefs provided will be carried out at the discretion of the Supplier and where no charge is made by the Supplier for such additions, the Supplier accepts no responsibility to ensure such additions are error free and reserves the right to charge an according amount for any correction to these or further additions.

16.4 The Customer agrees to make available as soon as is reasonably possible to the Supplier all materials required to complete the site to the agreed standard and within any targeted deadline (time not being of the essence to this contract). The Supplier will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

16.5 The Supplier will not be liable or become involved in any disputes between the site owner and the Customer and cannot be held responsible for any wrongdoing on the part of a site owner.

16.6 The Supplier will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the Customer or any of the Customer's appointed agents.

16.7 The Supplier will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents. Unless expressed to the contrary in any Specification Document, a deposit of 35% is required with any standard project and 50% for database driven projects before any design work will be carried out. This payment is non-refundable. Once a website has been designed and

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completed the final balance of payment is then due in accordance with our payment terms contained elsewhere within this Agreement and the associated Specification Document.

16.8 The Supplier takes no responsibility for any losses incurred by the use of any software created for the Customer. Whilst care will be taken to ensure products are problem free and accurate, the ultimate responsibility lies with the Customer in ensuring that all software is functioning correctly before use.

16.9 Any scripts, applications or software (unless specifically agreed) written by the Supplier remain the copyright of the Supplier and may only be commercially reproduced or resold with the express and prior written permission of the Supplier.

16.10 Where applications or sites are developed on servers not recommended by the Supplier, the Customer is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is the Customers responsibility to provide a suitable testing environment which is identical to the final production environment.

16.11 The Customer is expected to test fully any application or programming relating to a site developed by the Supplier before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, the Supplier will endeavor (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief . Such services may be subject to additional cost.

16.12 The Supplier will endeavor to ensure that any developed/designed site or application will function correctly on the server it is initially installed in and that it will function correctly when viewed with the web browsing software Microsoft Internet Explorer (latest version from time to time) and to an acceptable level with Mozilla Firefox, Opera and Safari browsers. The Supplier can offer no guarantees of correct function with all browser software.

16.13 Whilst the Supplier recommends hosting companies to host websites, no guarantees can be made as to the availability or interruption of this service and the Supplier cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

16.14 The Supplier reserves the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, and also to terminate the free hosting service.

16.15 A deposit may be required from any new Customer before any work is carried out. Further details will be provided in the Specification document if this is applicable.

16.16 Once a deposit is paid and work completed the Customer is obliged to pay the balance of payment in full.

16.17 If accounts are not settled on time the Supplier reserves the right to restrict access to the related website and web pages removed.

17 TERMS SPECIFICALLY APPLICABLE TO SEARCH ENGINE OPTIMISATION (SEO)

17.1 The Supplier will use reasonable endeavours to ensure that any SEO project achieves any targeted results as may be agreed between the Supplier and the Customer in any Specification Document. However, the Customer hereby acknowledges and agrees that the effectiveness of any SEO work is in the hands of the various search engines (such as Google) who periodically amended their algorithms in relation to search results and therefore no guarantee of performance can be given by the Supplier. The Supplier avers that for these reasons no SEO provider can properly guarantee results as they are entirely in the hands of third party search engine providers.

17.2 The Supplier and the Customer therefore hereby agree that the appropriate measure of satisfactory performance by the Supplier to the Customer in respect of SEO services supplied shall be measurable by the onsite (e.g. use of keywords and meta-tags) and offsite measures (e.g. back-links) taken by the Supplier in relation to SEO and not the website's ultimate performance in various search engines in ranking for various keywords.

18 GREVIANCE PROCEEDURE

18.1 Informal procedure

Any Customer who considers there to be a problem with the level service or with any physical goods provided by the Supplier should initially raise this informally with their main point of contact at the Supplier. It is hoped that the informal procedure will satisfactorily resolve any issues.

18.2 Formal procedure

In the event a satisfactory resolution is not achieved through the above mentioned informal procedure the Customer should write to the Managing Director of the Supplier setting out the nature of any grievance upon receipt of which the Managing Director shall reply in writing with 5 working days setting out how the issues will addressed and upon what timescales. A face-to-face meeting will be arranged wherever possible and if appropriate.

19 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

20 INDEPENDENT CONTRACTORS

The Supplier and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Supplier may, in addition to its own employees,

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engage sub-contractors to provide all or part of the services being provided to the Customer and such engagement shall not relieve the Supplier of its obligations under this Agreement or any applicable Specification Document.

21 ASSIGNMENT

The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Supplier.

22 SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

23 WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

24 NOTICES

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Specification Document or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

25 ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

26 NO THIRD PARTIES

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

27 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of England & Wales and the parties hereby submit to the exclusive jurisdiction of the English and Welsh Courts

28 ACCEPTANCE AND INCORPORATION

A duly authorised representative of the Customer is required to sign and return to the Supplier a copy of these terms and conditions (together with any Specification Document) within 7 days of receipt to confirm acceptance of the same. The Supplier reserves the right to abstain from commencing provision of the goods and services until a copy is received. However, the Customers continued instruction of the Supplier shall be deemed to constitute acceptance of these terms and conditions and any associated Specification Document in the absence of signature and return of such documents.

SIGNED by

Print Name:

Position:

Date:

for and on behalf of

Company Name:

By signing these terms and conditions you are bound by the conditions and you confirm that you are an authorised person to do so.