

Alexandrapatrick Ltd - TERMS OF BUSINESS

GENERAL

1. These Terms of Business form part of the agreement between Alexandrapatrick Limited (APL) and the Client and apply to all work undertaken by APL.
2. The Client agrees that these Terms supersede any conditions which may purport to apply to the Client's order, unless a Director of APL specifically agrees otherwise in writing.

COST CHANGES

3. All prices quoted are based on APL's estimate of the time, materials and any independent sub-contractor work (as appropriate), before the job is undertaken. The quotation or estimate sets out the charging basis for the job. If the original specification is varied; (a) at the Client's request (e.g. changes to copy) or; (b) for sub-contractor's costs, or; (c) for other operational reasons (e.g. timing or delivery charges), the final price charged will be amended accordingly.

LIABILITY

4. APL is not responsible for the work of any independent sub-contractor that it may commission to work on the Client's job (e.g. printing, design, packaging, typesetting or web hosting). If the Client suffers loss as a result of the sub-contractor's work, APL will be only liable for its own negligence. Total liability to the Client will be limited to the amount paid for APL's time spent on that job.; APL is not responsible for any consequential or purely economic loss arising from the job, whatever the cause.

PAYMENT OF ACCOUNTS

5. All credit accounts are payable within 14 days of invoice date. For non-credit account work, payment is required when it is commissioned. Interest at Bank of England Base Rate will accrue on a daily basis on any amounts unpaid and overdue. APL retains ownership of the work until full payment has been received.

FORCE MAJEURE

6. Every effort will be made to carry out the work commissioned by the Client to specification and to any pre-agreed deadlines. However, on occasions when, through no fault of its own, APL is unable to meet its commitments, it will not be held responsible by the Client for any actual or perceived loss that may arise or cost that may be incurred.

COPYRIGHT

7. All images created by APL (however they are created and with whatever media they are created/stored) remain the copyright of APL, unless negotiated at the time of quotation and so confirmed in writing.

ORDERS

8. APL will seek a written order before any work can be started, but in the absence of such an order it may accept oral instructions at the Client's sole risk.

DISBURSEMENTS/EXPENSES

9. APL's fee shall be exclusive of the following disbursement and expense items relating to the agreed work: direct mail, entertainment, exhibition and display material, market research, media monitoring (radio, television and press), messenger services, translation, newspaper and magazine subscriptions, postage, press material

distribution, special events, meetings, conferences etc., subsistence, international telephone calls, travel and necessary accommodation.

10. Expenses will be recharged monthly in arrears unless agreed otherwise in writing.

11. APL reserves the right to be put in funds by the Client whenever substantial advance payments or financial commitments are required on the Client's behalf.

BUDGET

12. A full budget will be prepared in advance of any work commencing. The budget will not be exceeded without prior consent of the Client.

GENERAL

13. If any of these Terms 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 hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

14. The Company may without the consent of the Client sub-licence its rights or obligations or any part of these Conditions.

15. The headings in these Terms are for ease of reference only and shall not affect the interpretation of any of the Terms.

CONTRACT

16. Notwithstanding any other provision of this agreement, nothing herein shall confer or is intended to confer a benefit on any third party for the purpose of the Contract (Rights of Third Parties) Act 1999 or for any other purpose.

ENTIRE AGREEMENT

17. Each of the parties agrees that save in respect of statements made fraudulently it shall have no remedy in respect of any untrue statement upon which it relied in entering this Agreement and that its only remedies shall be for breach of contract.

JURISDICTION

18. The agreement between the Client and APL is subject to the laws of England and Wales whose courts will have exclusive jurisdiction to hear any claims which may arise from it

February 2011