

TERMS AND CONDITIONS OF BUSINESS

1. These Terms and Conditions apply to all work undertaken by Rea Marketing, hereinafter referred to as 'the Consultancy'. Any conditions or variations which the Client may purport to impose shall form no part hereof. Rea Marketing Group is a Division of The Sales Generator Ltd (Registered Office 18 Glenburnie Road, London SW17 7PJ).
2. Any variation of these terms and conditions must be agreed to and confirmed in writing under the hand of a Director of the Consultancy. No employee, consultant or agent of the Consultancy has any authority to bind the Consultancy or to vary the terms and conditions hereof.
3. Upon the Client instructing the Consultancy to carry out any work, whether verbally or in writing, the Client will be charged in respect of such work so carried out by the Consultancy at rates applicable to such work having regard to such matters as time spent, value and complexity of that work. Any instruction from the Client to carry out work which is considered by the Consultancy to be outside the scope of the project must be confirmed in writing.
4. Invoices will be raised by the Consultancy and issued to the Client and are due for payment within 28 days thereof or by the date agreed by the Consultancy and the Client, whichever is sooner. At the discretion of the Consultancy, interest will be charged on the amount of any overdue accounts at 4% per annum above the base rate of Lloyds Bank plc, calculated with quarterly rests.
5. Any query as regards amounts charged on an invoice must be addressed to the Consultancy in writing within 28 days of the date of the invoice. If no such query has been raised during that period, the charges contained therein are deemed to have been accepted and agreed by the Client.
6. In the event of termination of this agreement, for whatever reason, the Client will be responsible for all fees due to the Consultancy, including costs, expenses and disbursements incurred by the Consultancy on behalf of the Client up to and including the notice period.
7. The Consultancy will submit to the Client for approval as required: research material, reports; details of proposed actions; and cost estimates of various items in the programme. Written or oral approval by the Client of drafts or other material will be taken by the Consultancy as authorisation to proceed to publication, print or purchase of third-party research material, and such approval will be taken as authorisation to enter into contracts with suppliers on the basis of estimates submitted.
8. The Consultancy will take all reasonable steps to comply with requests from the Client to amend, halt, reject or cancel work in preparation, in so far as this is possible within the terms of its contractual obligations to suppliers. The Client will be responsible for any costs or expenses incurred prior to, or as a result of the cancellation of work previously authorised which are unrecoverable by the Consultancy.
9. The Client shall indemnify, and keep indemnified the Consultancy against all proceedings, claims, damages, losses, expenses or liabilities which may be incurred or sustained as a direct or indirect result of, or in connection with any information, representation, reports, data, or materials supplied, prepared or specifically approved (as described in paragraph 7) and in particular but without prejudice to the generality hereof to proceedings pursuant to the Trades Descriptions Act. Such material shall include detailed plans and proposals.
10. The failure by either the Client or the Consultancy to enforce at any time or for any period any one or more of the terms or conditions herein shall not be a waiver of them of the right at any time thereafter to enforce all terms and conditions hereof.
11. If any provision of these terms and conditions is held by any court or other competent authority to be void or unenforceable in whole or in part, these terms and conditions shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.
12. This agreement shall be governed and constructed in all respects in accordance with the Laws of England. The law governing this contract shall be English law and the parties submit to the exclusive jurisdiction of the English Courts
13. Goods or information made available by the Client to the Consultancy for the purposes of demonstration, publicity or research, or for any other purposes arising from or in connection with this agreement, shall be and at all times remain at the sole and entire risk of the Client, and the Consultancy shall not be the subject of any liability for them.
14. Neither party shall be liable for total or partial failure to perform its obligations hereunder during any period in which its performance is prevented or hindered by circumstances beyond its reasonable control.
15. All Intellectual Property Rights arising out of or in connection with the provision of the services shall belong to the Client and the Consultancy agrees to assign all Intellectual Property Rights arising out of or in connection with the



provision of the services and to do all such acts as the Client may advise are necessary in connection with the assignment of the Intellectual Property Rights or obtaining of any necessary licence patent or protection in relation to such Intellectual Property Rights. The Client confirms to the Consultancy that so far as it is aware the materials documents and information supplied by the Client to enable the Consultancy to perform the Services do not infringe the Intellectual Property Rights of any third party and agrees to indemnify the Consultancy for any loss or liability arising out of a breach of this clause.

16. Any notice or other information required or authorised by this agreement to be given by either party to the other may be given by hand or sent pre-paid post to the addresses listed in this agreement. Any notice or other information given by post pursuant to this clause shall be deemed to have been received, and such notice or information shall be deemed to have been duly given, on the third day after the envelope containing the same was posted.

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