



CREATIVE62 LIMITED

Terms and conditions for the supply of marketing and design services

1 Interpretation

1.1 In these Terms:

"CONTRACT" means the contract between You and Creative62 for the provision of the Services comprising the Specification Sheet and these Terms;

"CREATIVE62" means Creative62 Limited, a limited liability partnership incorporated in England & Wales with number OC431277 whose registered office is at Units 13 & 14 King Street Buildings, Enderby, Leicester, LE19 4NT;

"DELIVERABLES" means all Documents or other materials, and any data or other information developed by Creative62 in relation to the Services and/ or the Project in any form including the deliverables specified in the Specification Sheet;

"DOCUMENT" includes, in addition to a document in Writing, a map, plan, design, drawing, picture or other image, or any other device or record of any information in any form;

"INPUT MATERIAL" means any Documents, information and other materials, and any data or other information provided by You relating to the Services;

"PARTIES" means Creative62 and You and "PARTY" shall mean either one of them;

"PRICE" means the price payable by You to Creative62 in respect of the Services as set out in the Specification Sheet;

"PROJECT" means the project to be undertaken by Creative62 for You as set out in the Specification Sheet;

"SERVICES" means the marketing and/ or design services and any other services to be provided by Creative62 for You as set out in the Specification Sheet;

"SPECIFICATION SHEET" means a detailed specification sheet, setting out the Services and the Project, to which these Terms are appended;

"STANDARD CHARGES" means the standard hourly charges made by Creative62 as set out in the Specification Sheet and/ or as notified by Creative62 to You from time to time in accordance with these Terms;

"TERMS" means these terms and conditions for the supply of marketing and design services;

"YOU" means the person named on the Specification Sheet as the client for whom Creative62 has agreed to provide the Services in accordance with these Terms and "YOUR" shall be construed accordingly;

"VAT" means value added tax chargeable under English Law for the time being and any similar additional tax; and

"WRITING" or "WRITTEN" includes emails.

1.2 The headings in these Terms are for convenience only and shall not affect their interpretation.

1.3 Reference herein to a "clause" shall be a reference to a clause of these Terms.

2 Supply of the Services

2.1 The Parties have agreed a detailed specification of the Services and the Project as set out in the Specification Sheet. Creative62 shall provide the Services to You upon these Terms. Any changes or additions to the Services, the Project or these Terms must be agreed in Writing between the Parties. Either Party is entitled to request a meeting to discuss such changes or additions.

2.2 Creative62 shall provide the Services to You from the date specified in the Specification Sheet. The Services shall continue to be supplied until the Project is completed in accordance with the Specification Sheet, unless the Contract is terminated in accordance with clause 7.

2.3 You shall:

2.3.1 at Your own expense supply to Creative62 in a timely manner all Input Material and other materials relating to the Services as Creative62 may request and shall ensure the accuracy of all Input Material; and

2.3.2 co-operate with Creative62 in all matters relating to the Services and the Project.

2.4 Creative62 shall use reasonable endeavours to provide the Services and deliver

the Deliverables to You in accordance with the Specification Sheet in all material respects. Creative62 shall use reasonable endeavours to meet any performance dates set out in the Specification Sheet, but any such dates shall be estimates only and time for performance shall not be of the essence of this Contract.

2.5 Creative62 may at any time without notifying You make any changes to the Services or the Project which are necessary to comply with any applicable statutory requirements, or which do not materially affect the nature or quality of the Services or the Project.

3 Price and Payment

3.1 In consideration of the provision of the Services by Creative62, You shall pay the Price and any additional sums (calculated if applicable, with reference to the Standard Charges) which are agreed between the Parties for the provision of the Services or which, in Creative62's sole discretion, are required as a result of Your instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to You.

3.2 You will pay all reasonable out of pocket expenses incurred by Creative62 in relation to the provision of the Services, including travel to your offices where required, the purchase of computer consumables required for, and such other reasonable expenses directly related to, the provision of the Services and delivery of the Deliverables to the extent that such consumables and other expenses are not included in the Price.

3.3 All other charges quoted to You for the provision of the Services are exclusive of any VAT, for which You shall be additionally liable at the applicable rate from time to time.

3.4 Creative62 shall be entitled to invoice You in accordance with the Specification Sheet, or at other times agreed with the You but in absence of such agreement Creative62 shall be entitled to invoice you upon completion of the Project.

3.5 The Price and any additional sums payable shall be paid by You (together with any applicable VAT, and without any set off or other deduction) in cleared funds within 30 days of the date of Creative62's invoice.

3.6 If payment is not made on the due date, Creative62 shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 4% above the base rate from time to time of HSBC Bank plc from the due date until the outstanding amount is paid in full.

4 Approval and Delivery

4.1 Creative62 will deliver the Deliverables to You as soon as reasonably practicable after You have provided Your approval of such Deliverables (including, if required, a printer's proof) in Writing ("Your Approval"). Creative62 will deliver the Deliverables to You by way of printed material or the upload of digital artwork or such other data storage method as agreed between the Parties or in absence of such agreement such method as is selected by Creative62 within 14 days of receipt of Your Approval. Creative62 will return to you such of the Input Material as is requested by You in Writing to be so returned.

4.2 If You require the Deliverables to be loaded onto a fileserver using File Transfer Protocol (FTP) Creative62 is entitled to make an additional reasonable charge for this service. You are responsible for ensuring that the intended fileserver or disk space on the fileserver is properly configured. Creative62 will not load the Deliverables onto a publicly available fileserver or disk space on such a fileserver until You have complied with clause 4.3.

4.3 Upon receipt of Your Approval and delivery by Creative62 of the Deliverables, Creative62 shall be released from undertaking any further work related to the Project. Creative62 may undertake further or additional work requested by You which is related (directly or indirectly) to the completed Project and such further or additional work shall be undertaken for and chargeable to You in addition to the Price and unless otherwise agreed between the Parties, in accordance with the Standard Charges.