

Terms and Conditions of Business

as from 1 January 2006

General

(a) In these Terms and Conditions:

- (i) "the Company" means Steven Millard trading as Grove Creative and employees, agents and assigns.
- (ii) "Goods" means the goods sold and/or service supplied by the Company.
- (iii) "the Customer" means the person, firm or company with whom the contract is made.
- (iv) "the Contract" means the contract or agreement made between the Company and the Customer for the supply of the Goods by the Company.

(b) The Customer represents that it enters into the Contract in the course of its business and not as a consumer.

(c) These Conditions shall apply to the Contract except where expressly excluded by the Company in writing. Any general Conditions of Order or other Terms of Business offered by or on behalf of the Customer shall, if inconsistent with these Conditions, be deemed to have been rejected by the Company unless expressly accepted in writing by the Proprietor of the Company.

Quotations and prices

(a) Any quotation given by the Company shall be open for acceptance by the Customer for a period of 30 days and if not accepted within this period shall be deemed to be withdrawn by the Company.

(b) Every endeavour will be made to deliver the correct quantity of Goods ordered, but quotations are conditional upon margins of five percent for work in one colour and ten percent for other work being allowed for overs or shortages.

(c) The Customer agrees to pay the appropriate charge for any alterations and additional proofs.

(d) Where copy supplied by or on behalf of the Customer is not clear and/or legible an extra charge may be made by the Company to cover any additional work involved.

(e) If the Company's costs incurred in respect of the Goods increase due to the following circumstances which may occur after the Customer's order was accepted, the Company may at its option at any time before delivery give notice to the Customer of an increase in the Contract price under this Condition due to:-

- (i) Variation and/or alteration of instructions and/or details and/or a failure by the Customer or its representative to provide the same;
- (ii) Overtime costs incurred if the delivery date requested by the Customer does not permit sufficient time for the work to be completed during normal working hours i.e. 09.00 – 17.30 Monday – Thursday and 09.00 – 16.30 Friday.

(f) The Company reserves the right to sub-contract work and where the quotation given includes an estimate or reserve in respect of the costs of a sub-contractor such estimate or reserve whilst given in good faith is subject to formal confirmation and will not be binding upon the Company unless and until confirmed by the sub-contractor.

(g) Any order accepted by the Company may be amended or cancelled only with the Company's prior written consent and any costs incurred by the Company in connection with that order may be charged to the Customer.

(h) The Customer agrees that if so required by the Company it shall pay for all work carried out at the Customer's request whether experimentally or otherwise.

(i) Value Added Tax will be charged in accordance with United Kingdom legislation in force at the tax point date whether specified on the quotation or not.

Delivery

(a) Time of delivery shall not be the essence of the Contract unless otherwise agreed in writing and signed by the Proprietor of the Company.

(b) Any delivery date specified is a genuine forecast in the light of current conditions but shall be subject to extension to cover delays caused by events beyond the Company's control.

(c) Where at the request of the Customer the company is asked to forward goods by Post, Britdoc, Rail, Carrier courier or any other means, an appropriate amount will be charged to the Customer for this service which shall, at the Customer's request include insurance.

(d) Whilst every reasonable precaution will be taken to ensure accuracy of dispatch, no claims will be accepted by the Company in the event of damage to or non-delivery or late delivery of Goods by whichever means of transport have been used once the Goods have left the Company's premises.

(e) The Company reserves the right to charge and be paid for any additional work to replace lost or damaged Goods where such loss or damage is not due to the Company's negligence.

Terms of Payment

(a) Payments shall be made to Grove Creative at the Company's address and are due within 14 days of the invoice date.

(b) The Company reserves the right to charge and be paid interest on all sums due from the Customer at the rate of 5% above the Natwest Bank plc base lending rate from fourteen days after the date upon which payment is due until the date upon which it is received as well before as after judgement.

(c) Invoices are payable in full and the Customer shall not be entitled, for any reason whatsoever, to withhold or set-off payment.

(d) The time of payment shall be the essence of the Contract.

(e) Dishonoured cheques will be charged at £35.00 per presentation.

Defects in the Goods

The following terms will apply to all Goods supplied by the Company whether artwork has been created by the Company or the Customer has supplied artwork files:-

(a) Whilst every care is taken by the Company when designing work/processing files for visuals before print or production of any digital media, it is the responsibility of the Customer to approve and sign for any bromides/films/digital media within forty eight hours of receipt thereof whether laser or other proofs have been supplied by the Company or not.

(b) The Company shall not be liable in any way whatsoever for any defects in Goods beyond the Company's reasonable control.

(c) If the Customer alleges that the Goods do not conform to the Customer's Order whether as to content or quality it shall notify the Company within ten working days of delivery by post or e-mail followed by post of such allegation and the failure to make such notification shall be deemed to be conclusive evidence of the conformity of the Goods to the Customer's Order in every respect.

(d) The Company's liability for defects in the Goods caused by the negligence of the Company shall be limited to the replacement by the Company of the artwork bromides/films/print/digital media at no additional cost to the Customer provided that such defect is notified in accordance with clause 5(c) above and the Goods have been returned for scrutiny by the Company as evidence of the alleged defects.

(e) In any event liability of the Company for defects/errors in the Goods shall be limited to a sum equivalent to the invoice price of the Goods in respect of which any claim is made against the Company.

(f) The Company shall not be liable for any claims for consequential loss of profit or any other loss calculated on a time basis of whatsoever nature.

(g) Where a complaint or a claim has been made in respect of Goods proved or alleged to be defective the Company may suspend further deliveries of any Goods under the Contract which may have the same or similar alleged defects until the validity of such complaint or claim has been finally determined and in such event the applicable delivery dates shall be postponed accordingly.

(h) Colour separated films will not be guaranteed for registration.

(i) The Company shall not be liable for indirect loss or third party claims occasioned by delay in completing the work nor for any loss to the Customer in delay of transit.

Risk, Title and Intellectual Property Rights

(a) Unless otherwise agreed in writing and signed by both parties the entire copyright, design right and all other intellectual property rights subsisting in or attached to the Goods shall belong to the Company and shall not be licensed or assigned to the Customer other than as provided for herein.

(b) This Contract shall operate as a licence for the Customer to use the Goods and the intellectual property rights therein as provided for overleaf until the date payment is due and, provided that payment in full is made for the Goods on or before 5pm on the date due, this Contract shall operate as an automatic licence (or an automatic assignment of intellectual property rights if this is agreed in writing and signed by both parties) for the Customer to continue to use the Goods and the intellectual property rights therein as provided for overleaf subject to the terms herein, but, if payment in accordance with the Contract is not made on or before 5pm on the date due for payment there shall be no assignment of rights and any right or licence that the Customer may have had to use the Goods and/or any intellectual property rights therein contained shall be automatically revoked and the Company reserves the right to take such action as may be necessary and appropriate in both the civil and criminal courts and all intellectual property rights in the Goods shall remain the property of the Company and the Customer shall have no further

rights to use the Goods in any way prohibited by the Contract or statute or common law unless otherwise agreed in writing and signed by the Proprietor of the company.

(c) Title to the Goods shall not pass to the Customer until payment in full of the price agreed for the Goods and until such payment in full is received by the Company the Customer shall have possession of the Goods as bailee for the Company and shall store the Goods in such a way as shall enable them to be identified as the property of the Company, provided that, if the Customer is purchasing the Goods for resale the Customer may act as agent of the Company and sell or deliver the Goods to a third party in the ordinary course of the Customer's business on condition that until such payment as aforesaid, the Customer shall hold all the proceeds in an interest bearing account and further, the Customer hereby assigns to the Company all rights and claims which the Customer may have against its customer arising from such sale until payment is made in full as described hereunder.

(d) The Company reserves the right to repossess any Goods in respect of which payment is overdue and following such repossession to resell Goods if possible and for this purpose the Customer hereby grants an irrevocable right and licence to the Company, its servants and agents to enter upon the Customer's premises with or without vehicles during normal office hours and this right shall continue notwithstanding termination of the Contract for any reason and is without prejudice to any other rights of the Company.

(e) All rights and licences granted to the Customer hereunder by the Company are conditional on the Goods and the intellectual property rights therein being used only for the purposes agreed in the Contract and the Customer hereby undertakes and agrees to promptly notify the Company in order to obtain its approval (which shall not be unreasonably withheld or delayed) to use the Goods and/or any intellectual property rights therein obtained for any additional purpose including but not limited to re-use, re-print or duplication and the Customer further warrants and agrees to pay the Company the appropriate fee as specified by the Company.

(f) All risk in connection with the Goods shall pass to the Customer upon delivery but, where the Goods are collected by or on behalf of the Customer from the premises of the Company or the premises of any agent or subcontractor of the company the risk shall pass to the Customer at the time the Goods are handed over.

Libellous Legal Matter

(a) The Customer hereby agrees that it shall not require the Company to process any matter which, in its or the Company's opinion, is or may be of any illegal or libellous nature or of an infringement of the proprietary, intellectual property or any other rights of any third party.

(b) The Company shall be completely indemnified by the Customer in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent or design or any other proprietary, intellectual property or personal rights contained in any materials processed for the Customer and the indemnity shall extend to any amounts paid on lawyer's advice in settlement of any claim.

(c) The Company shall be at liberty at any time to discontinue work if in the Company's opinion such work may be libellous or illegal and in such circumstances the Customer shall be liable to pay the Company for the work carried out prior to the date of discontinuance.

Ownership of Artwork/Magnetic Media/Print/Goods

(a) All artwork/disks/CDs/films/magnetic media/print/goods produced or originated during the course of production of the goods shall remain the property of the Company who reserve the right to dispose of the same immediately after completion of the Contract.

(b) At the request of the Customer this period may be extended and a charge may be made for the storage of these materials and whilst every care is taken to keep the materials in good condition, the Company accepts no liability for damage or loss of any kind.

(c) The Company may be prepared to negotiate with the Customer for the sale of such materials at any time during the period mentioned in this clause.

(d) All designs and visuals are submitted by the Company in confidence, and unless otherwise agreed in writing, it owns the Copyright in them and the right to reproduce any such design remains its property.

Storage of Customer's Property

(a) The Company accepts no liability for any loss or damage to property left in the company's possession unless the Customer has given written instructions requiring the property to be retained and has paid a storage charge including any charge for insurance.

(b) Whilst every care and precaution is taken against loss or damage to originals or other articles entrusted to the Company, all are held at the sole risk of the Customer and the company shall not be liable should loss or damage occur.

(c) The Customer is advised to obtain insurance.

(d) If there remains outstanding sums in respect of the Customer's obligation to pay the Company for the Goods supplied under this Contract or to be supplied under this or any further Contract, the Company shall have a general lien on all Goods and property in its possession whether worked on or not and shall be entitled, on the expiration of fourteen days notice, to dispose of such Goods or property in such manner and at such price as it thinks fit and to apply the proceeds of that sale after having given credit for the costs of the sale towards such debts of the Customer as may be outstanding.

(e) Customer's property and all property supplied to the Company by or on behalf of the Customer will be held, worked on, and carried out at the Customer's risk.

(f) Metal, film, glass and other materials used in the production of types, plates, moulds, stereotypes, electrotypes, film-setting, positive and the like shall remain the exclusive property of the Company.

Force Majeure

(a) Every effort will be made to carry out the Contract but its due performance is subject to suspension or cancellation by the Company or to such variations as the Company may find necessary as a result of inability to secure labour, materials or power from the usual sources of supply, or as a result of any act of God, illness, accident, war, strike, lockout or any other labour dispute, fire, flood, drought, breakdown of plant or machinery, legislation or other cause (whether of the foregoing class or not) beyond the control of the Company.

Materials Supplied

(a) The Company may reject any paper, plates or material supplied by the Customer which appear unsuitable and additional costs will be incurred if materials are found to be unsuitable during production.

(b) Where materials are so supplied by the Customer, responsibility for defective work will not be accepted by the Company unless this is due to failure by the same to use reasonable skill and care.

(c) Quantities of materials supplied shall be adequate to cover normal spoilage.

Customer's Specifications

The Company shall not be liable for any imperfect Goods caused by any inaccuracies in any information or materials supplied to the Company by the Customer or any failure by the Customer to make any specification.

Representations

No statement, description, information, warranty, condition or recommendation contained in any brochure, catalogue, price list, advertisement or communication made verbally by any of the Company's agents or employees shall be construed to enlarge, vary or override in any way any of these conditions.

Termination due to Insolvency or Breach

If the Customer shall be in breach of any of its obligations hereunder or if it becomes subject to any bankruptcy petition or order or if a company, becomes subject to any winding up order or is in any way deemed insolvent or if it has an administrator, receiver or administrative receiver appointed over the whole or any part of its assets or undertakings or is unable to pay its debts as they become due, the Company, in its absolute discretion and without prejudice to any other right or remedy shall:-

(a) refuse to proceed further with and charge for all or any work already carried out (whether or not the same shall have been completed) together with all or any materials purchased on the Customer's behalf and such debt shall be immediately due by the Customer, its trustee in bankruptcy, administrator or other official dealing with its financial position and

(b) have a lien over all the Customer's Goods and property in its possession in respect of all unpaid debts due from the Customer and shall on the expiry of fourteen days notice to the Customer be entitled to dispose of such Goods and property in such manner and at such price as it deems fit.

Law of the Jurisdiction

This Contract shall be governed exclusively by the Laws of England and Wales and the Customer hereby accepts the jurisdiction such Courts, whether in England or otherwise, as the Company may nominate for the purpose of trying any Action out of this Contract.