

PLP LONDON

Terms and Conditions of Business

Acceptance: The placing of an order with, and its acceptance by, the Company shall constitute a contract on the following conditions, which shall be paramount to any proposed by the client except as otherwise agreed in writing by the Company.

Cost Variation: Estimates are based on the current costs of production and are subject to amendment by the Company on or at any time after acceptance to meet any rise or fall in such costs.

VAT: The Company shall be entitled, where applicable, to charge VAT at the prevailing rate.

Preliminary Work: Work produced, whether experimentally or otherwise, at the clients request will be charged for. No work will be undertaken on a speculative basis unless agreed in writing by the Company. Pitch work will be undertaken at the discretion of the company.

Copyright: Visuals, Layouts, Dummies, scripts and storyboards submitted by the Company remain the property of the Company and no use shall be made or ideas taken from them by the client, except upon payment of compensation to be determined by the Company.

Alterations: Estimates are based on copy or instructions originally submitted. Author's alterations in composition or layout may be subject to an additional charge. A quote will be supplied to the client prior to alterations.

Proofs: Proofs of all work may be submitted for the clients approval and no responsibility can be accepted for any errors in proofs passed by him/her. Corrections should be made on the proofs and marked as 'approved' or 'approved with marked corrections' and signed by the person responsible for passing the work. All proofs are chargeable but first proofs are normally included in the estimated costs. No responsibility can be assumed by the Company for telephoned alterations.

Delivery and Payment: Delivery of work shall be accepted when tendered and thereupon or on notification that the work has been completed the ownership shall pass and payment shall become due. (b) Should expedited delivery be agreed and necessitate overtime or other additional costs an extra charge may be made. (c) Should work be suspended at the request of or delayed through any default of the client for a period of 30 days the Company shall then be entitled to payments for work already carried out and materials specially produced. Two fundamental principles on which the client/ agency/ media financial relationships are based are:

(a) that the Company shall finance its own services but not the advertising of its clients.

(b) that, as a principal at law, the Company is held by media suppliers as solely liable for payment.

It is essential that the Company is paid by its clients in time to meet its own obligations. With regard to payments to be received by the Company from its clients, time is of the essence. Payment terms are strictly 30 days from date of invoice. In the instance where media owners impose a late payment surcharge upon the Company, in turn it reserves the right to impose a surcharge upon its clients.

Confidential Information: Each party will maintain all information received from the other party, both orally and in writing, in confidence and agree not to disclose or otherwise make available such information to any third party save for the purposes of this agreement.

Information shall mean product information, business operations, know how and concept ideas, designs, trade secrets, costs and corporate information.

Material supplied by the client: The Company may reject any transparencies, paper, plates, digital files or other materials supplied or specified by the client which appear to the Company to be unsuitable. Additional costs incurred if materials are found to be unsuitable during production, may be charged. (b) Where materials are so supplied or specified, responsibility for defective work will not be accepted by the Company unless this is due to its failure to use reasonable skill and care. (c) Quantities of materials supplied shall be adequate to cover normal spoilage. (d) Whist every effort will be made to ensure the safety of any materials (transparencies, artwork etc.) supplied to the Company, no responsibility for loss or damage will be accepted nor subsequent claims met.

Sub Contracting: The Company reserves the right to carry out any order by sub-contract.

Claims: Claims arising from damage, delay or partial loss of goods in transit must be made in writing to the Company and the carrier, so as to reach them within three days of delivery and claims for non-delivery within 28 days of despatch of the goods. All other claims must be made to the Company within ten days of delivery. (b) Any claim or dispute relating to the invoice must be made in writing within 7 days of the date of invoice.

Work supplied by electronic media: The Company shall not be liable for indirect loss or third party claims occasioned by any use of electronic media following its release from the Company.

Liability: The Company shall not be liable for indirect loss or third party claims occasioned by delay in completing the work or for any loss to the client arising from delay in transit (b) Where work is defective for any reason, including negligence, the Company's liability (if any) shall be limited to rectifying such defects (c) Clients will be liable for payment of any copyright or research fees as may arise.

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Terms and Conditions of Business continued

Consequential loss or damage: The liability of the Company in no circumstances includes or extends to any consequential loss or damage.

General lien: Without prejudice to other remedies, the Company shall in respect of all unpaid debts due from the client have a general lien on all goods and property within its possession (whether worked on or not) and shall be entitled on the expiration of 14 days notice to dispose of such goods or property as it thinks fit and to apply any proceeds towards such debt.

Illegal Matter: The Company shall not be required to print or produce any matter that in its opinion is or may be of an illegal or libellous nature. The Company shall be indemnified by the client in respect of any claims, costs and expenses arising out of any libellous matter produced for the client or any infringement of copyright, patent or design.

Force Majeure: Every effort will be made to carry out the contract but its due performance is subject to cancellation by the Company or to such variation as it may find necessary as a result of inability to secure labour, materials or supplies as a result of any Act of God, War,

Strike, Lockout or other labour dispute, Fire, Flood, Drought, Legislation or other cause (whether of the foregoing class) or not beyond the Company's control.

Expenses: The Company will normally bear the costs of all postage, telephone calls, travel, accommodation and personal meals incurred by its employees. The Company reserves the right to charge at cost any exceptional expenses incurred on the client's behalf and undertaken with the client's written or oral authorisation.

Law: These Terms and Conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.
