



Burrows

Terms & Conditions for Business

2016

Burrows is an operating division
of Young & Rubicam Group Ltd.

Introduction

The following Terms and Conditions apply to the sale of all products and services provided by Allan Burrows Limited, hereafter referred to as Burrows.

IT IS AGREED AS FOLLOWS:

1.0 DEFINITIONS

In this Agreement (including Schedule 1):

'Confidential Information'

Means any and all information belonging or relating to a party, including but not limited to any design, drawing, document, photographs or other material or information created or produced by one of the parties and/or any information relating to its customers, financial affairs or business (in any form irrespective of the means by or in the medium in which it is provided or obtained and irrespective of whether such is labelled as being "confidential" or similar such wording) which is provided to, obtained by, or comes to the knowledge of, the other party directly or indirectly in the course of the negotiation or in performance of this Agreement.

'Designs'

Means all work produced by the Agency employees and/or the Agency sub-contracted personnel in the course of the Project, including without limitation all drawings, illustration, artwork, models, presentations and other material;

'Intellectual Property Rights'

Means any designs, trade marks, service marks, trade and service names, copyrights, database rights and design rights (whether or not any of them are registered and including applications for registration of any of the above), rights in know-how, moral rights, trade secrets and rights of confidence; all rights or forms of protection of a similar nature or having similar or equivalent effect to any of them which may subsist anywhere in the world at the date of this Agreement or in the future;

"Project"

Means the provision by the Agency to the Client of the Services;

'Services'

Means those services described in Schedule 1, as amended in writing from time to time in accordance with this Agreement.

- 1.1 The headings, sub-headings, index and coverpage text in this Agreement are inserted only for convenience and shall not affect its construction.
- 1.2 Unless the context otherwise so requires:
- (a) references to statutory provisions include those statutory provisions as amended or re-enacted;
 - (b) references to any gender include all genders;
 - (c) the singular includes the plural and vice versa;
 - (d) a reference to a person includes a reference to a body corporate association or partnership;
 - (e) a document is a reference to that document as from time to time supplemented or varied; and
 - (f) a reference to a party shall mean a party to this Agreement and “parties” shall be construed accordingly.

2.0 APPOINTMENT AND SERVICES

- 2.1 [The Client hereby appoints the Agency to provide the Services and to undertake the Project [including the co-ordination services] set out in Schedule 1 in accordance with the terms and conditions of this Agreement and any instructions which the Client may give to the Agency from time to time. Either party may terminate this Agreement by giving [3] months notice in writing.]

OR

[This Agreement shall commence on [INSERT DATE] (“the Commencement Date”) and continue for the period of [12] months from the Commencement Date (“the Initial Period”), unless terminated sooner by either party under Clause 11. After the Initial Period, the Agreement will continue in full force and effect unless and until terminated by either party giving [3] months notice in writing to the other party. Notice to terminate cannot expire until the Initial Period has elapsed.]

- 2.2 Such appointment shall be on an exclusive basis for the purposes of the Project.

3.0 GENERAL WARRANTY

3.1 Each party hereby represents and warrants to the other that:

- (a) it is duly organised, validly existing and in good standing in every jurisdiction where it is legally required so to be;
- (b) it has the power and authority to, and has taken and will take all corporate action necessary to enable it to execute, deliver and perform its obligations under this Agreement;
- (c) there are no existing agreements or arrangements with third parties the terms of which prevent it from entering into this Agreement or which would impede or prevent the substantial performance of its obligations under this Agreement.

4.0 CLIENT'S APPROVAL

- 4.1 The Agency shall seek the Client's approval of all artwork, copy, designs, layouts, proofs, reports and materials produced in respect of the Project and of all related estimates.
- 4.2 The Client shall be responsible for checking and approving all such materials on submission by the Agency, who shall seek approval in writing from an individual authorised to act on behalf of and/or at the request of the Client and the Client shall be responsible for any errors in materials on publication which have been approved by it.
- 4.3 Approval by the Client of copy, designs, layouts, artwork, proofs, reports and materials produced in respect of the Project and of all related estimates, shall be authority for the Agency to proceed with the relevant aspect of the Project, including purchase of the production materials and entering into contracts or proceeding to publication or production of the relevant copy or artwork.
- 4.4 The Agency will use all reasonable endeavours to comply with the time schedule set out in Schedule 1 and with any additional time schedules agreed between the parties from time to time, subject to the Client responding promptly to all requests for approval or information.

5.0 FEES

- 5.1 Prior to the commencement of the Project, the Agency shall provide the Client with an estimate of fees and expenses in relation to the Project. The estimate will be based upon the likely time to be spent on the Project, calculated by using the hourly rates of the Agency staff and subcontractors.
- 5.2 The Client shall provide the Agency with its written acceptance of the estimated fees and expenses prior to the commencement of the Project.

- 5.3 If any additional time is spent by the Agency staff in excess of that stated in the estimate, the Agency reserves the right to charge an additional fee to be agreed between the parties based upon the same hourly rates of the Agency staff and subcontractors as set out in the estimate.
- 5.4 In addition to the fees payable pursuant to Clauses 5.1 and 5.3 above, the Client shall pay all reasonable agreed expenses incurred by the Agency in respect of the Project, including pre-approved, properly documented travel, accommodation and subsistence, bought in goods and services and sub-contracted items.
- 5.5 If during the course of the Project the Client requires the Agency to provide additional services or produce additional materials the Client shall pay additional fees and expenses based upon the levels set out in the relevant estimate.

Before incurring any such additional fees and expenses, the Agency shall seek approval in writing from an individual authorised to act on behalf of and/or at the request of the Client.

- 5.6 Value Added Tax where applicable shall be payable on all fees and expenses payable by the Client at the rate in force at the date of invoicing.

6.0 PAYMENT

- 6.1 Invoices will be issued [by the Agency on completion of each stage of the Project] [or at the end of each month].

All invoices shall be paid within 30 days of receipt of the invoice by the Client. The Agency reserves the right to charge interest on any undisputed amounts not paid by the Client within the payment period.

This interest is to be calculated on a daily basis at a rate of 2% above the base rate that is from time to time in force at Nat West Bank Plc. This shall not act as a waiver of any other right or remedy which the Agency may have against the Client for late or non-payment of any invoices.

- 6.2 Where a surcharge is levied by a supplier of media or other supplier against the Agency due to late payment by the Client, the Client shall immediately reimburse to the Agency the amount of such surcharge, together with any accrued interest charged by the supplier in respect of the overdue amount.

7.0 INTELLECTUAL PROPERTY RIGHTS

- 7.1 Provided the Agency has been paid in full for all outstanding invoices, the Agency shall assign to

the Client, all Intellectual Property Rights in all work produced by the Agency employees, including any sub-contracted personnel engaged by the Agency in the course of the Project.

The Agency shall ensure that any such Agency employees or sub-contracted personnel shall promptly sign all appropriate waivers and/or assignments and/or powers of attorney or any other document as may be required such that the Intellectual Property Rights developed or produced by the Agency in the course of the Project shall vest in the Client.

7.2 The Agency shall use all reasonable endeavours to obtain such appropriate licence, consent and/or assignment as may be required in respect of any materials commissioned by or developed for the Agency from third parties before the date of this Agreement.

The Agency shall also use all reasonable endeavours to obtain such appropriate license, consent and/or assignment as may be required in respect of any materials commissioned by or developed for the Agency from third parties in the course of the Project.

7.3 If the client requires the Agency to incorporate any design, work or matter into the Project and supplies such design, work or matter to the Agency, the Client warrants that it has or will use all reasonable endeavours to obtain all necessary licences, consents or assignments as may be necessary for the full and unfettered use of such material before such material is incorporated.

7.4 The Client agrees that it shall not interfere with or amend any of the materials produced pursuant to this Agreement at any time other than as may be agreed by the Agency in advance (such agreement not to be unreasonably withheld) or do or authorise any act which may have this effect and that it will comply with the terms of any written licences or consents provided under the provisions of Clause 7.1.

7.5 The Client shall indemnify the Agency from and against all liabilities, damages, actions, proceedings, costs, claims and expenses which the Agency may suffer or incur as a result of the Agency (i) incorporating at the request of the Client any such designs, work or matters under the provisions of Clause 7.3 and (ii) failing to abide by the terms of any licences, consents or assignments obtained in accordance with this Agreement.

8.0 SUB-CONTRACTORS

8.1 If the Client nominates sub-contractors to work with the Agency on or in connection with any part of the Project, the Agency shall not be responsible for any act or omission or breach of any obligations by such nominated sub-contractor or for any delay arising as a result of any act, omission or default of any such sub-contractor or default of any such sub-contractor.

The Agency reserves the right to withdraw co-operation from any nominated sub-contractors if the Agency believes that the performance or actions of such sub-contractor shall prevent the Agency fulfilling its obligations under these terms and conditions.

9.0 CONFIDENTIALITY

- 9.1 Each party agrees, both during this Agreement and for two years after termination to treat as strictly confidential and not (except as authorised or required for the purposes of this Agreement) to use or disclose or attempt to use or disclose to any person the Confidential Information or any unpublished information deriving from the other party or any other Confidential Information in relation to the other's affairs, business, clients or method of carrying on business.
- 9.2 The restrictions in this Clause do not apply to Confidential Information which a party discloses with the prior written consent of the other or which a party can prove:
- (a) is known to it at the date of disclosure as evidenced from its written records;
 - (b) is, after the date of disclosure, acquired by it in good faith from an independent third party;
 - (c) has in its entirety become public knowledge otherwise than in breach of these restrictions;
 - (d) is required to be disclosed either by law or by the rules of the relevant stock exchange;
 - (e) is disclosed to its professional advisers.
- 9.3 In the event a party is required to disclose Confidential Information pursuant to Clause 9.2(d) it shall inform the other party before such disclosure is made if reasonably possible and shall make the minimum disclosure as required by law. If prior notice is not possible the disclosing party shall inform the other party as soon as practicable after such disclosure is made. Such disclosure shall not remove or lessen in any way a party's continuing obligations in respect of the Confidential Information to other entities.
- 9.4 This Clause 9 survives any termination of this Agreement.

10.0 RESTRICTIONS

- 10.1 The Client shall not at any time during or for a period of 12 months after the completion of the Project, whether directly or indirectly, solicit or entice away from the Agency any employee or freelance staff of the Agency concerned in the Project or the provision of the Services whether for its own account or for that of a third party.
- 10.2 The Client agrees that the Agency can use any materials produced by the Agency or otherwise

relating to the Project for any reasonable internal or external publicity or promotional purposes at any time, without the prior written consent of the Client.

10.3 The Agency shall retain the copyright in any material contained in any presentation made in competition with any other agency in the event of the Agency's presentation being unsuccessful.

10.4 This Clause 10 survives any termination of this Agreement.

11.0 TERM AND TERMINATION

11.1 This Agreement shall commence on the date as set out below and subject to Clause 11.2, shall continue until the Project is completed.

11.2 This Agreement may be terminated by either party:

(a) in the event that either party commits a material breach of any term or condition of this Agreement, and fails to rectify such breach within 30 days of receiving written notice from the other party notifying them of the breach and requiring rectification within such period;

OR

(b) in the event that either party has a receiver or manager appointed of its undertaking or assets or any party thereof or goes into liquidation other than a liquidation for the purposes of and followed by a reconstitution or amalgamation, or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or enters into or proposes any composition or agreement with its creditors.

11.3 The Parties rights, duties and responsibilities shall continue in full force during the agreed period of notice and upon termination, the Client shall pay all previously approved fees and expenses incurred or accrued up to and including the date of termination of the Agreement.

11.4 On termination the Agency shall immediately return to the Client, all property of the Client delivered to the Agency for the purposes of the Project.

11.5 On termination the Client shall immediately return to the Agency all materials, data and information produced by the Agency in the course of the Project which have not otherwise been assigned to Client under the provisions of Clause 7.1.

The Client shall not be entitled to make any use of or disclose or reproduce any materials, data, ideas or other information made available by or produced by the Agency on behalf of the Client in the performance of the Project for any purpose whatsoever other than any materials, data, ideas or

other information in respect of which fees have been invoiced by the Agency and paid in full in accordance with Clause 6.1.

12.0 AGENCY'S LIABILITY

12.1 The Agency shall perform its obligations under this Agreement in a timely and professional manner with all reasonable diligence, skill, care and attention.

Except as otherwise provided herein, all warranties, conditions, representations and terms whether express or implied by law relating to goods or services to be supplied by the Agency or in relation to performance of the Project are hereby excluded as far as permitted by law.

If there is an error in any design as published or publication is delayed or does not occur as planned, the Agency will not be liable unless this is caused by its default or neglect.

12.2 In the absence of negligence or misconduct on its part, the Agency will not accept any liability for any loss or damage to any materials, documents, goods or other property of the Client which is supplied to the Agency by the Client for the purpose of the Project.

Otherwise all such materials, documents, goods and property shall be at all times at the sole risk of the Client, and the Client shall be responsible for insuring the same.

The Client shall be responsible for ensuring the accuracy of any information which it supplies to the Agency in the form of statements or claims made in relation to the Client's products or the subject matter of the material produced by the Agency.

12.3 Subject to Clause 12.2 above, the Agency shall not be liable for any damage, injury or loss of any kind to any property or persons howsoever caused arising out of the Project other than damages for death or personal injury caused by negligence of the Agency or its employees.

12.4 The Agency shall indemnify and keep indemnified the Client from and against all and any actions, proceedings, demands, claims, damages, direct losses, expenses, costs (including reasonable legal fees) or liabilities which arise from or are incurred by reason of any infringement of third party Intellectual Property Rights in the agreed territories for which the designs were made (as set out in the Project or as agreed from time to time in writing) by Client's use of the designs or any other works produced or provided by the Agency (provided such use is in accordance with these terms or any licence).

This clause shall not apply in the event that the Agency advises the Client of any potential liability or risk of liability in the designs and/or the Intellectual Property, and the Client uses or incorporates the designs notwithstanding such potential liability or risk.

- 12.5 The Client shall indemnify and keep indemnified the Agency from and against any and all proceedings, claims, damages, direct losses, expenses, costs (including reasonable legal costs) or liabilities which the Agency may incur or sustain as a direct result of or in connection with any information, representation, reports, data or material (such material to include press releases, articles, copy, scripts, artwork and detailed plans or programmes) supplied to them by or on behalf of the Client or which have been approved (by) (or) on behalf of the Client, including liability under the Trade Descriptions Act 1968 or any other statutes and regulations or arising directly or indirectly in connection with the Client's products or services.
- 12.6 Neither party shall be liable for, nor will the measure of damages include, any indirect, incidental, special or consequential damages or amounts for loss of income, profits or savings arising out of or relating to its performance or failure to perform under this Agreement.
- 12.7 None of the clauses herein shall apply so as to restrict liability for death or personal injury resulting from the negligence of either party or any other liability which cannot by law be excluded or limited by law.
- 12.8 The Agency's or the Client's maximum aggregate liability for all claims under or in connection with this Agreement (whether arising in contract, tort or otherwise) shall not exceed the aggregate sum of the Fees paid to the Agency in the 12 months preceding the date on which the cause of action related to the claim arose.
- 12.9 The indemnities given in this clause 12 shall be subject to the indemnified party:
- (a) providing the indemnifying party with prompt written notice of any claim;
 - (b) providing at the indemnifying party's cost, all reasonably necessary assistance and information; and
 - (c) allowing the indemnifying party to have complete control of the defence of the claim and all related negotiations.
- 12.10 Each of the Client and the Agency shall at all times take all reasonable steps to minimise and mitigate any loss whether pursuant to any indemnity or not for which the relevant party is entitled to bring a claim against the other party pursuant to this Agreement.

13.0 FORCE MAJEURE

- 13.1 No party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: act of God, government act, war, fire, flood, explosion or civil commotion, act or threatened act of terrorism.

14.0 WAIVER

14.1 No forbearance or delay by either party in enforcing its rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

15.0 SEVERABILITY

15.1 If any provision of this Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions will not be prejudiced.

16.0 ENTIRE AGREEMENT

16.1 This Agreement, the Schedule and any documents annexed to this Agreement as appendices or otherwise referred to in this Agreement, contain the whole agreement between the parties relating to the subject matter and supersede all prior agreements, arrangements and understandings between the parties.

17.0 AMENDMENTS

17.1 Any amendments, waiver or variation of this Agreement shall not be binding on the parties unless set out in writing, expressed to amend this Agreement and signed by or on behalf of each of the parties.

18.0 NOTICE

18.1 A notice, approval, consent or other communication in connection with this Agreement must be:

- (a) in writing; and
 - (i) left at the address of the addressee or sent by prepaid ordinary post (airmail if posted to or from a place outside England) to the address of the addressee or sent by facsimile to the facsimile number of the addressee which, in each case, is the address specified in Clause 18.2 or if the other addressee notifies another address or facsimile number then to that address or facsimile number; or
 - (ii) by email to an authorised representative of either party.

18.2 The address and facsimile number of each party is:
[INSERT DETAILS]

18.3 A notice, approval, consent or other communication takes effect from the time it is received unless a later time is specified in it.

18.4 A letter or facsimile is taken to be received:

(a) in the case of a posted letter, on the third (seventh, if posted to or from a place outside England) day after posting;

AND

(b) in the case of facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient.

19.0 CONTRACT (RIGHTS OF THIRD PARTIES) ACT

19.1 A third party who is not a party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 (the "Act") to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from this Act.

20.0 GOVERNING LAW AND JURISDICTION

20.1 This Agreement will be governed by and construed in accordance with English law and each party hereby submits to the exclusive jurisdiction of the English courts.

21.0 GENERAL

21.1 The Agency shall be entitled to make reference to the Client and the Project in its corporate literature in connection with the promotion of the Agency's business, in a form acceptable to and approved by the Client, only after completion of the Project.



Burrows

General Terms & Conditions of Sale (Client)

For contracts under £15,000

All work is carried out by Burrows on the understanding that the Client has agreed to Burrows Terms and Conditions.

Copyright is retained by Burrows (or assigned by agreement) on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled.

If a choice of solutions is presented, only one solution is deemed to be given by Burrows as fulfilling the contract. All other solutions remain the property of Burrows, unless agreed in writing that this arrangement has been changed.

All prices exclude VAT which will be charged at the current prevailing rate.

All estimates or quotations are valid for 30 days.

It is the Client's responsibility to check and ensure that any work produced is lawful and does not infringe any copyright or any other laws in the UK or country where the work will be distributed.

Project Acceptance

Burrows will prepare a written brief in response to either written or verbal input from the Client.

The Client is required to sign and return a copy of the brief confirming the scope of work for the project. Completion of the project will be judged against the content of the agreed brief.

Burrows will prepare a written estimate or quotation in response to the agreed brief and provide it to the Client for approval.

The estimate refers the Client to these Terms and Conditions which can also be read on the Burrows website at www.burrows.info

A copy of the written estimate or quotation is to be signed and dated by the Client to indicate acceptance and should be returned to Burrows.

Alternatively, the Client may send an official order in reply to the estimate or quotation which binds the Client to accept Burrows' Terms and Conditions.

No work on a project will commence until either document has been received by Burrows.

On project acceptance Burrows can supply an estimated completion date. Whilst every effort will be made to meet this date Burrows give no guarantee that this date will be met due to external factors.

Burrows Charges

Burrows Charges fall into three categories;

1.0 Burrows Fees/Consumables Burrows Fees cover provision of services from any Burrows Employee

Fees are calculated on the basis of hours booked multiplied by an agreed hourly rate for each resource, as shown in the agreed rate card.

Fees will be billed up to the level detailed in the estimate or quotation. Burrows reserves the right to re-allocate funds to different resources provided that the fees do not exceed the level detailed in the estimate or quotation.

Burrows will charge for consumables at costs as detailed in the agreed rate card.

2.0 Commission/Mark-Up

Burrows will charge a commission/mark-up on all bought in goods and services at a rate agreed prior to commencement of the project. In the absence of any other agreement a rate of 10% will be charged.

3.0 External Costs

Burrows will charge for all bought in goods and services related to projects undertaken for Clients.

Burrows will only incur and invoice external costs covered by an approved estimate or quotation.

All invoices from external suppliers will be supported by documented proof of expense.

Charges for design services to be provided by Burrows, will be set out in the written estimate or quotation that is provided to the Client.

On receipt of the Client's signed acceptance of this estimate or quotation, indicating acceptance of the Terms and Conditions, the Client agrees to pay all incurred fees, commissions and external costs up to the sum identified in the estimate or quotation.

Payment

Burrows may undertake interim invoicing throughout the duration of projects. Burrows will only invoice for fees, commission and external costs completed at the date of invoice.

For final invoicing, a final invoice will be raised and issued to the Client.

Accounts which remain outstanding for 30 days after the date of invoice, will incur an extra charge of 4% over bank base rate per month, of the outstanding amount.

Payments may be made by cash, cheque, or BACS. Payment is preferred in Pounds Sterling, Euro or US Dollar.

Publication and/or release of any work undertaken by Burrows on behalf of the Client, may not take place before cleared funds have been received or without written consent from Burrows.

Returned cheques will incur an additional fee of £50 per returned cheque. Burrows reserves the right to consider an account to be in default in the event of a returned cheque.

Default on Payment

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque.

Burrows shall be considered entitled to remove Burrows' and/or the Client's material from any and all computer systems, until the amount due has been fully paid.

This includes any and all unpaid monies due for services, including, but not limited to, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers and libraries.

Removal of such materials does not relieve the Client of its obligation to pay the due amount.

Clients whose accounts become default agree to pay Burrows reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

Copyrights and Trademarks

By supplying text, images and other data to Burrows for inclusion in print, website or other medium, the Client declares that it holds the appropriate copyright and/or trademark permissions.

The ownership of such materials will remain with the Client, or rightful copyright or trademark owner.

Any artwork, images, or text supplied and/or designed by Burrows on behalf of the Client, will remain the property of Burrows and/or its suppliers.

The Client may request in writing from Burrows, the necessary permission to use materials (for which Burrows holds the copyright) in forms other than for which it was originally supplied, and Burrows may, at its discretion, grant this.

Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used.

By supplying images, text, or any other data to Burrows, the Client grants Burrows permission to use this material freely in the pursuit of the design.

Should Burrows, or the Client supply an image, text, audio clip or any other file for use in print, website or other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the Client will agree to allow Burrows to remove and/or replace the asset.

The Client agrees to fully indemnify and hold Burrows free from harm in any and all claims resulting from the Client in not having obtained all the required copyright, and/or any other necessary permissions.

Alterations/Changes to Brief

The Client agrees that changes required over and above the estimated work or required to be carried out after approval of creative work will be liable to a separate charge.

Any significant changes to the Brief will result in a re-write of the original brief and review of the estimate or quotation. The brief and estimate will follow the same approval process as detailed above.

The Client also agrees that Burrows holds no responsibility for any amendments made by any third party, before or after a design is published.

Force Majeure

No party shall be liable for any failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

Burrows Web/Online Terms & Conditions

The following supplementary Terms and Conditions apply to all web site development and hosting services offered by Burrows, in addition to the general Terms and Conditions detailed above.

A Client's site will be hosted once approval of the design and content is given however we reserve the right to remove the site at any time until the invoice is paid in full.

When a quote has been accepted and a developed project approved by the Client the invoice must be paid within 30 days regardless of the amount of content that the Client still has to provide to Burrows.

Content or features listed in the original quote but not provided during the development phase by the Client will be added at any time in the future, however invoices must be paid in full including sections which the Client still has to provide content for.

All material, both text and images, supplied by the Client and used in the construction of the Client's web site, will remain the Client's property. All such material will be assumed to be the property of the Client and free to use without fear of breach of copyright laws.

The copyright for all material provided by Burrows, such as source code, graphics, photographs video, animation and text, will remain the property of Burrows and/or its suppliers.

The Client may request in writing from Burrows, the necessary permission to use materials (for which Burrows holds the copyright) in forms other than for which it was originally supplied, and Burrows may, at its discretion, grant this.

Such permission must be obtained in writing before it will allow any of the aforesaid source code, graphics, photographs video, animation and text, or other data to be used.

Burrows produce projects where every effort is made to display the pages acceptably on most popular browsers currently available, however we cannot accept responsibility for pages which don't display properly on versions of browsers released after the project is completed.

The Client is ultimately responsible for checking the correctness of the site on the Burrows development server before they give Burrows approval to make the site publicly available.

When a Client agrees that a site can be made publicly available they are agreeing that the design and development of the site has satisfied all their requirements and that the project is completed and ready for final invoicing.



Burrows

Standard Conditions of Contract for the Purchase of Goods & Services

Always attached to/issued with Purchase Orders

1.0 DEFINITIONS AND INTERPRETATIONS

1.1 In these Conditions:

'Address'

Means the delivery address stated in the Order or such other address as the Company may subsequently notify in writing.

'Company'

Means the company purchasing Goods or Services as stated in the Order.

'Conditions'

Means these standard conditions of contract for the purchase of goods and services and (unless the context otherwise requires) includes any special terms agreed in writing between the Company and the Supplier on the Order, or otherwise.

'Contract'

Means the agreement between the Company and the Supplier for the sale of Goods or the supply of Services by the Supplier to the Company consisting of the Order, these Conditions and any other documents specified in the Order.

'Delivery'

Means the receipt by the Company of the Goods or performance of the Services at the Address in accordance with the Contract.

'Goods'

Means all physical items or products specified in an Order to be supplied by the Supplier, which where the context allows, shall also include Materials.

'Invoice'

Means a detailed invoice quoting the Company's purchase order number setting out full details of the Goods or Services supplied, agreed prices and any discounts given.

'IP Rights'

Means copyright, design rights, trademarks (whether registered or unregistered), patents, database rights and other similar or analogous intellectual property rights in any jurisdiction.

'Materials'

Means all creative work, data, designs, models, drawings, prints, samples, transparencies, specifications, reports, manuscripts, working notes, documentation, process information, manuals, photographs, negatives, scripts, copy, recordings, film, music, discs, software, programs printed work or material or any other similar items stated in the Order, including all drafts and preparatory work.

'Order'

Means the Company's purchase order incorporating these Conditions together with all the documents attached or referred to therein.

'Price'

Means the total price for the Goods and/or Services exclusive of Value Added Tax payable to the Supplier by the Company as stated in the Order, inclusive of all expenses, disbursements and third party costs.

'Services'

Means the services or work specified in an Order to be supplied in accordance with the Contract, including, where applicable, the creation of Materials.

'Supplier'

Means the Supplier named in an Order.

2.0 BASIS OF PURCHASE

- 2.1 An Order constitutes an offer by the Company to purchase the Goods and/or Services at the Price stated in the Order and subject to these Conditions and any other terms stated in the Order. In the event of any conflict or inconsistency, any terms set out in the Order shall take precedence over these Conditions.
- 2.2 The Contract shall be concluded when the Supplier accepts the Offer of the Company, (including without limitation, by countersigning the Order or by the commencement of supply of Goods or Services). Pending acceptance, the Company reserves the right to withdraw the Offer at any time with immediate effect by written notice. Without prejudice to the timing obligations in Condition 5.2, the offer of the Company shall only be valid for 6 weeks from the date of issue, whereupon it shall automatically expire without need for notice in the event that it has not been accepted.
- 2.3 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions, including those of the Supplier, whenever and howsoever provided to the Company or otherwise purportedly incorporated by the Supplier, unless the Company expressly agrees otherwise in writing or unless expressly varied in the Order. The Company's offer is conditional upon these Conditions and any other conditions stated in the Order being accepted by the Supplier as the sole basis for supply.
- 2.4 Subject to Condition 17, no variation or addition to these Conditions or an Order or the Contract shall be binding upon the Company unless agreed in writing between an authorised representative of the Company and an authorised representative of the Supplier.

2.5 Subject to any amendment in accordance with Condition 2.4 these Conditions embody the entire understanding of the parties and override any prior promises, undertakings or representations.

3.0 CANCELLATION OF ORDER

3.1 The Company shall be entitled to cancel a Contract in respect of all or part only of the Goods and/or the Services by giving written notice to the Supplier at any time prior to delivery or performance, in which event the Company's sole liability shall be to pay to the Supplier fair and reasonable compensation for work-in-progress at the time of cancellation or any cancellation fees expressly agreed in the Order, but such compensation will not include loss of profits (whether direct or indirect and whether actual or anticipated) or any indirect or consequential loss.

The Supplier may not cancel the Contract without the express written agreement of the Company.

4.0 PRICE

4.1 The price payable for the Goods or the Services shall be that stated on the Order and, unless otherwise so stated, shall be exclusive of any applicable Value Added Tax or other sales taxes, (which shall be payable by the Company subject to receipt of a VAT invoice) and inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Address and any taxes, levies or duties other than Value Added Tax.

4.2 The Price shall remain capped for the period of the Contract and includes all third party costs, licence fees, release fees, expenses and disbursements (unless expressly agreed in the Order), the payment of which shall be the sole responsibility of the Supplier.

Where a lower number of Goods is supplied, the Company shall have the right at its option to reject the supply or to reduce the Price on a pro rated basis. In respect of Services, unless stated on the Order, the Company shall only pay for the Supplier's actual time spent in performing the Services, calculated on the basis stated in the Order.

No increase in the Price may be made (whether on account of increased material, time, labour or transport costs, fluctuation in rates of exchange, withholding taxes or otherwise) without the prior written consent of the Company and the issue of an updated or amended Order.

Third party costs included in the Price shall be recharged at cost.

4.3 The Company shall be entitled to any discount for prompt payment, bulk purchase, volume of purchase or otherwise usually granted by the Supplier in such circumstances, unless otherwise agreed in writing by the Supplier and the Company.

4.4 Where the Supplier is supplying Services, the Price includes a payment of 12.1% per day in respect of any statutory entitlement which the Supplier may have to paid annual leave under the Working Time Regulations 1998.

4.5 Where the Price includes a separate stipulated "Usage Fee" stated in the Order in respect of any Materials, the Company shall be entitled, but not obliged to exercise the usage rights stated.

In the event that the usage rights are not exercised, then the "Usage Fee" shall not be payable.

5.0 DELIVERY

5.1 The Goods shall be delivered to and the Services shall be performed at the Address on the date or within the period stated in the Order during the Company's usual business hours.

The Company reserves the right to issue alternative delivery requirements by written notice to the Supplier.

5.2 The time of delivery of the Goods and of performance of the Services in accordance with the Contract is of the essence of the Contract, in respect of all stages or instalments, where applicable.

5.3 Each delivery of Goods must be accompanied by a delivery note setting out full particulars of the Goods, delivery Address and quoting the Company's Order number.

The outside of each package will be clearly marked with the Company's Order number, quantity, batch number and expiry date of contents (where applicable) and any other information appropriate to the Goods.

5.4 The Supplier shall supply the Company on delivery of the Goods or performance of the Services with all operating, maintenance, repair and safety data sheets and instructions and other information as are necessary for the safe operation of the Goods.

Goods supplied or installed shall be designed, constructed, finished, packaged and marked in a proper manner and in accordance with the Company's instructions, any statutory requirements and any requirements of the carriers.

All necessary warning notices shall be clearly displayed so as to be safe and without risk to health and to reach the Address in an undamaged condition.

5.6 The Company shall not be obliged to return to the Supplier any packaging or packaging material for the Goods whether or not any Goods are accepted by the Company.

5.7 If the Goods are to be delivered or the Services are to be performed by instalments, the Contract

shall be treated as a single contract and shall not be severable other than as expressly permitted in the Contract.

- 5.8 The Company shall not be deemed to have accepted the Goods, Materials or Services until the Company has expressly confirmed such acceptance in writing.
- 5.9 The Company reserves the right to mark the Goods immediately on Delivery for the purposes of security. The Company will not be deemed to have accepted the Goods if it marks them nor shall the Supplier be entitled to raise an objection on this ground to any subsequent rejection of the Goods.

6.0 *PAYMENT*

- 6.1 Unless otherwise stated in the Order or agreed in writing, the Supplier shall only be entitled to invoice the Company after delivery of all of the Goods or Materials or performance of all of the Services in accordance with the Contract. Invoices shall be issued in the currency stated in the Order.

Copies of invoices relating to third party costs comprised in the Price and the time records of Supplier employees and sub-contractors shall be included at the request of the Company.

Invoices of the Supplier shall be issued with all required supporting documentation no later than 3 months following the completion of the Order, failing which the Supplier shall automatically be deemed to have lost its entitlement to issue such invoices.

- 6.2 Unless otherwise stated in the Order, the Company will pay for the Goods or Services no later than 60 days after the end of the month in which the Supplier's correctly documented invoice has been received.

The Company may withhold payment on any invoice, which is subject to a bona fide dispute.

- 6.3 The Company shall be entitled to set off against the Price any sums owed to the Company by the Supplier whether under the Contract or otherwise.
- 6.4 Late payment of invoices may carry interest at the rate of 0.5 % per annum, calculated on a daily basis, provided that the Supplier has given 14 days' written notice of its intention to charge such interest.

7.0 *RISK AND PROPERTY*

- 7.1 Risk of damage to or loss of the Goods shall pass to the Company upon delivery to the Company in accordance with these Conditions.

The property / title in the Goods shall pass to the Company upon delivery unless advance or progress payments are made prior to delivery in which case, property/title shall pass in the Goods to which such advance payments are attributable upon such payment having been effected.

- 7.2 If the Company rejects Goods, property and risk in the Goods rejected shall immediately revert to the Supplier.
- 7.3 The Supplier shall be responsible for supplying and insuring all technical and other equipment, premises and property required by the Supplier and its employees and sub-contractors in the performance of the Services and the operation, use, transportation and storage of such equipment shall be at the Supplier's sole risk.

8.0 QUALITY CONTROL AND INSPECTION

- 8.1 The quantity, quality, format and/or description of the Goods, or Services shall be as specified in the Order or in any applicable written specification supplied by the Company and shall be free of mistakes or errors.

The Services shall be in compliance with any written service levels requirements supplied by the Company.

Goods which comprise of printed material for distribution or publication shall be free of blemishes or marks and shall fully comply with any sample which was approved by the Company.

- 8.2 The Supplier shall not unreasonably refuse any request for the Company, its clients or agents to inspect and test the Goods or Services at any stage prior to Delivery whether at the premises of the Supplier or any third party and in the event of any such request the Supplier shall provide the Company with all facilities reasonably required for inspection and testing.
- 8.3 If, as a result of inspection or testing, the Company is not satisfied that the Goods or Services will comply in all respects with the Contract and the Company so informs the Supplier within a reasonable time, the Supplier shall take such steps prior to Delivery as are necessary to ensure compliance.

The Supplier without additional charge shall provide any test and inspection certificates that are required in an Order.

- 8.4 Notwithstanding any inspection or testing, the Supplier will remain fully responsible for the Goods and any such inspection or testing will not diminish or otherwise affect the Supplier's obligations under the Contract.
- 8.5 The Supplier shall maintain detailed books and records and accounts relating to the Contract and all

related transactions with third parties. If required by the Company in writing, upon not less than 7 working days' notice, the Supplier shall allow the Company or its agents to inspect such books, records and accounts.

8.6 All creative work within the Materials shall fully comply with the written brief issued to the Supplier.

Should the Company or its client not be fully satisfied with the performance of such Services, the Company shall be entitled to withhold payment or require the Supplier to amend the Materials to the Company's satisfaction.

9.0 WARRANTIES AS TO GOODS AND SERVICES

9.1 The Supplier warrants and undertakes to the Company that the Goods:

9.1.1 shall be of satisfactory quality and fit for the purpose which the Company has made known to the Supplier or, where the Company does not make any purpose known to the Supplier, for the purpose for which the Goods are normally used and shall be free from defects in design, material and workmanship and shall comply in every respect with any relevant specifications, drawings, samples or descriptions;

9.1.2 shall comply with any statute, statutory order, directive or regulation or relevant International, European or British Standard (or equivalent required by the Company) and any voluntary codes of conduct relating to the Goods and their sale in force at the time of delivery.

9.2 The Supplier warrants that it has free and unencumbered title and right to sell the Goods to the Company and that the sale or use of the Goods for any purpose whatsoever by the Company shall not infringe any patent, copyright, trade name, trade mark, design right or any other IP Right or other right whatsoever of any third party and that the Supplier has in place all necessary licences and permissions to supply the Goods in accordance with the Contract.

9.3 The Supplier warrants and undertakes to the Company that the Services will be performed by appropriately qualified and trained personnel with expertise and due care and diligence and in accordance with the Company's instructions for the provision of such Services and will comply in every respect with all relevant specifications or service levels.

9.4 The Supplier warrants and undertakes to the Company that the use by the Company, any third party authorised by it, or the client of the Company for whom Materials are supplied, of such Materials shall not infringe the IP Rights or other rights of any third party, shall not be offensive, defamatory or blasphemous and shall comply with all or any applicable laws, regulations or codes of practice.

9.5 The Supplier warrants and undertakes to the Company that all Materials created by it or on its behalf for the Company or its client shall be original, shall not have previously been presented to a 3rd party.

The Supplier warrants and undertakes that all identifiable individuals featured in, appearing or referred to in the Materials have signed an express consent or model release form either in a form supplied by the Company or allowing unrestricted use by the Company (or its client as stated on the Order) of such Materials in all media, territories and unlimited in time.

The Supplier shall have obtained all necessary location and other permits. Copies of all consents, releases and permits shall be supplied to the Company upon request and, in any event, prior to the issue of any invoices.

- 9.6 The Supplier warrants and undertakes that it has imposed contractual obligations on any sub-contractor consistent with the Supplier's own obligations to the Company under the Contract.
- 9.7 The Supplier warrants and undertakes that, when on the Company's premises it shall (and shall procure that all employees agents and sub-contractors shall) abide at all times with the Company's work place regulations as modified from time to time.
- 9.8 The Supplier warrants and undertakes that in performing the Contract it shall not knowingly put the Company in breach of any contractual obligations owed by it to any third party.
- 9.9 The Supplier warrants and undertakes that the only remuneration or benefit that it is to receive for the performance of the Contract shall be as disclosed to the Company and that the Supplier shall not use any sub-contractor where such use shall confer a financial or other benefit on the Supplier or such sub-contractor is a related company to the Supplier or is in any way connected to any of the Supplier's senior personnel.

10.0 INDEMNITY

- 10.1 The Supplier shall fully indemnify the Company and its clients and shall keep the Company and its clients fully indemnified against all liability, loss, damages, injury, costs, claims and expenses (including legal expenses) suffered or incurred by the Company or in connection with any:
- 10.1.1 breach of any obligation, warranty or undertaking by the Supplier as set out in the Contract;
- 10.1.2 any act or omission of the Supplier or its employees, agents or sub-contractors in supplying, delivering and/or installing the Goods or Services;
- 10.1.3 any act or omission of the Supplier or its employees, agents or sub-contractors in connection with the performance of the Services or any negligence or tortious act or breach of statutory duty of the Supplier or its employees, agents or sub-contractors.

11.0 *INSURANCE*

- 11.1 The Supplier shall effect and maintain and shall require its sub-contractors or agents to effect and maintain throughout the continuance of the Contract insurance policies with insurers, forms of policies and levels of cover satisfactory to the Company.

Details of such cover shall be supplied promptly upon the Company's written request.

12.0 *INTELLECTUAL PROPERTY*

- 12.1 Any IP Rights and physical property / title in any material supplied by or on behalf of the Company or its clients to the Supplier in connection with the Contract shall remain the property of the Company or the client.

All such material must be returned to the Company on fulfilment or termination of the Contract at the Supplier's cost.

- 12.2 Unless expressly stated in the Order that such IP Rights shall be subject to a licence, and subject to Condition 12.3, all IP Rights in all Materials supplied by or on behalf of the Supplier in connection with the Contract shall vest in the Company immediately upon their creation.

By countersigning the Order, the Supplier hereby assigns all IP Rights in all Materials to the Company, by way of present assignment of future copyright where applicable, for the full duration of such rights, in all jurisdictions and with full title guarantee and including the right to sue for past infringements.

Where the Order is not countersigned by the Supplier, the Supplier undertakes forthwith upon written request of the Company and at no additional cost to the Company to execute an assignment of such IP Rights in a form stipulated by the Company, either during the term of the Contract or at any time thereafter.

- 12.3 Unless otherwise stated in the Order, all IP Rights in all Materials which the Supplier is able to prove were already vested in the Supplier as at the date of the Contract and which are used by the Supplier in connection with the Contract shall remain vested in the Supplier but the Supplier hereby grants a non-exclusive, worldwide irrevocable, royalty-free licence (including the right to grant sub-licences) to the Company and to any client of the Company for whom such Materials are supplied, to use, copy or modify such Materials as they see fit.

- 12.4 The Supplier shall not (and shall procure that its employees, agents and sub-contractors shall not) assert any moral rights in relation to the Materials or IP Rights.

The Supplier shall provide copies of such waivers from its employees, agents and sub-contractors, if required by the Company.

Unless expressly agreed by the Company in writing, Materials may be translated, enhanced, copied, altered or manipulated in the Company's sole discretion.

- 12.5 Where Materials include software and programs, the Supplier warrants and undertakes that such software and programs shall comply in all material respects with any written technical and/or functional specifications, which have been supplied by the Company.

Unless otherwise stated on the Order, the Supplier shall deliver up object and source codes and all other such details as may reasonably be required by the Company to enable a third party to update and adapt such software.

13.0 CONFIDENTIALITY

- 13.1 The Supplier shall keep confidential all materials or information connected with the business of the Company or its clients or which comes to the Supplier's knowledge under or as a result of the Contract and shall not disclose it to any third party, copy it or use it other than for performance of the Contract except with the express prior written agreement of the Company or by requirement of law.

- 13.2 The provisions of Condition 13.1 shall not apply to such information if:

13.2.1 it is in the public domain otherwise than by failure of the Supplier to comply with Condition 13.1;

OR

13.2.2 the Supplier is able to prove that it was in the possession of the Supplier before these confidentiality obligations came into effect;

OR

13.2.3 the Supplier was able to prove that it was obtained from a third party who is free to disclose the same.

- 13.3 Any Order placed by the Company shall be treated as confidential and in particular the Supplier shall not make use of the Company's name or the name of its clients without the express written permission of the Company.

- 13.4 The Supplier shall not attempt to contact any client of the Company in connection with the Contract unless expressly authorised to do so in advance in writing by the Company.
- 13.5 The Supplier shall not make any public use of any of the Materials, which have been created specifically for the Company without the express prior written consent of the Company.

The Supplier may use creative Materials solely for the purposes of their own creative portfolio of work.

14.0 TERMINATION

- 14.1 The Company shall have the right at any time by giving notice in writing to the Supplier to terminate the Contract forthwith without liability to the Supplier in any of the following events:
- 14.1.1 if the Supplier commits a breach of any of the terms of the Contract or any other outstanding contract between the parties;
- 14.1.2 if the Supplier (being an individual) becomes bankrupt or is unable to pay their debts as and when they fall due or is charged with or accused of an offence other than a motoring offence not punishable by imprisonment or (being a company) holds a meeting of creditors or enters into or proposes any arrangement or composition with or for the benefit of creditors or has a receiver, administrator, administrative receiver appointed over or has any distress execution or other process levied or enforced on the whole or a substantial part of its assets or presents or has presented in respect of it a petition or convenes a meeting for the purposes of considering a resolution for the making of an administration order or its winding up or liquidation or is unable to pay its debts as and when they fall due or suffers any analogous event in any other jurisdiction.
- 14.1.3 if the Supplier ceases or threatened to cease to carry on its business or trade.
- 14.2 Without prejudice to the rights of the Company under Conditions 3 and 14.1.1 - 14.1.3 the Company may for any other reason whatsoever terminate the Contract and/or Orders at any time by giving reasonable notice to the Supplier and specifying the date from which termination shall be effective.
- 14.3 The termination of the Contract howsoever arising will be without prejudice to the rights, duties and liabilities of either party accrued prior to termination. The Conditions, which impliedly or expressly have effect after termination, will continue to be enforceable notwithstanding termination.
- 14.4 Upon termination, the Supplier shall fully co-operate in providing all reasonable assistance required by the Company in appointing any replacement supplier, including, at the request of the Company, assisting in transferring any contractual commitments which the Supplier has entered into in connection with the Contract.

14.5 In the event of termination of the Contract by the Company under the provisions of Condition 14.1, the Supplier hereby authorises the Company or its agents to enter the premises of the Supplier to recover property of the Company or its clients and any Goods or Services where title has passed to the Company in accordance with this Contract.

15.0 REMEDIES

15.1 Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then the Company shall be entitled at its sole option (whether or not any part of the Goods or Services have been accepted by the Company):

15.1.1 to rescind an Order;

15.1.2 to return the Goods to the Supplier at the cost and risk of the Supplier on the basis that a full refund for Goods so returned shall be paid forthwith by the Supplier;

15.1.3 to require the Supplier at the Supplier's expense to remedy defects in or failure to meet the Contract standards by the Goods, or Services and carry out any other necessary work to ensure that the terms of an Order are fulfilled within 7 days or any other period required in writing by the Company;

15.1.4 to refuse to accept any further deliveries of the Goods or the provision of any further Services with the Company having no further liability to the Supplier;

15.1.5 to appoint a replacement supplier to complete the supply and to recover any additional or excess cost from the Supplier.

15.2 In the event of any breach of Contract or failure of the Goods or Services to comply with the Contract, the Supplier shall, where required in writing by the Company, fully co-operate with the Company and any of its affected clients in order to mitigate any loss to the Company or any such client of the Company.

16.0 MISCELLANEOUS

16.1 The Supplier shall not assign the Contract nor sub-contract any of its rights or duties here under, without the Company's prior written consent.

16.2 No waiver by the Company of any breach of this Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.

16.3 Any notice required or permitted to be given by either party to the other under these Conditions shall

be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

- 16.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 16.5 The Supplier shall have no lien, interest, right or title in any property or material supplied to the Supplier by the Company or its client or in the Materials. All such property and Materials shall be clearly identified as the property of the Company or its client and shall be kept separate.

The Company shall be entitled at any time without notice to enter the premises of the Supplier in order to reclaim such property and Materials.

17.0 VARIATIONS

- 17.1 The Supplier shall not vary any of the Conditions of the Contract, except as directed in writing by the Company but the Company shall have the right, from time to time during the execution of the Contract, by notice in writing to the Supplier to add to or omit, or otherwise vary, the terms of the Contract and the Supplier shall carry out such variations and be bound by the same Conditions, so far as applicable, as though the said variations were stated in the Contract.
- 17.2 If the Company notifies the Supplier of any variation to the Contract that would occasion an amendment to the Price, the Supplier shall, within 3 working days of receipt of such notification, advise the Company in writing of the proposed amount of any such amendment to the Price.

18.0 HEALTH & SAFETY AND ENVIRONMENTAL PROTECTION

- 18.1 The Supplier agrees to provide the Company before delivery with written details of any harmful or potentially harmful properties or ingredients in the Goods supplied, together with any information concerning any changes that may take place in such properties or ingredients.

The Company will rely on the supply of such information from the Supplier in order to satisfy its own obligations under legislation relating to health and safety at work and the control of substances hazardous to health.

19.0 WPP CODE OF BUSINESS

- 19.1 The Supplier shall comply with the WPP Group PLC code of business conduct and corporate

social responsibility policy in the performance of the Contract. Such policy can be found at <http://www.wpp.com>

20.0 LAW

- 20.1 The Company and the Supplier intend that the terms of the Contract may be directly enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any client of the Company who is to benefit from the supply of Goods or Services.
- 20.2 The Contract, any Order and these Conditions shall be governed and construed in accordance with the laws of England and the parties submit to the non-exclusive jurisdiction of the English Courts.