

Terms & conditions of business

It's great to be working with you. These are our standard terms of business and will apply to all the work redPepper Marketing Ltd carry from the date of signature. Our engagement letter will contain additional information and terms of business and if there is any conflict between these terms of business and those contained in the engagement letter, the latter will apply.

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Our work for you

We will agree the work which we will carry out for you and we will set this out in a specification or quotation prior to commencing the work.

So that we can carry out our work for you, you will at your own expense supply us with all necessary documents or other materials, data and other information within a sufficient time. You will retain duplicate copies of all the documents and other materials you give us and insure against its accidental loss or damage. We will have no liability to you for any loss or damage to such documents and materials, even where that loss or damage is caused by our negligence.

Fees

Our engagement letter will set out our fees for the work we agree to carry out for you. We may charge our fees in one of three ways.

Phased payment

If we require phased payments we will set this out in our engagement letter. We will invoice you on the achievement of agreed milestones or agreed dates during the execution of the project, and then on the completion of our work for you.

Deposit arrangements

If we require a deposit we will set out the deposit required in our engagement letter. We will invoice you for the deposit and we will not commence our work for you until we have received payment of the deposit. Thereafter we will invoice you on the achievement of agreed milestones and then on the completion of our work for you.

Payment on completion

We may agree to invoice you only on the completion of our work for you. If the nature or the extent of the work we are to do for you changes, we may submit a revised specification to you.

The revised specification may include an additional fee. Subject to that, any additional work which we carry out for you will be charged at our hourly rates which we will set out in our engagement letter.

If you have a deadline and you notify us of that deadline less than 24 hours before its expiry, or provide us with any of the information or materials we will need to carry

out the work we are to do for you less than 24 hours before the deadline, we will charge an additional fee. The additional fee will be based on the time we spend and will be calculated at 50% of hourly rates given in our engagement letter.

Our fees do not include expenses (including travel expenses) or VAT and these shall be payable in addition. These fees apply only to work carried out in the United Kingdom; they do not apply to international supervision on work performed abroad which will be subject to separate fee arrangements.

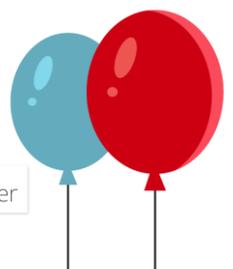
We may vary our fees from time to time by giving you not less than one month's notice.

You agree to pay each of our invoices within 30 days of their date. If any invoice is unpaid after 30 days we reserve the right to suspend our work for you and to charge interest on the outstanding amount at a rate of 1% above the Bank of England Base Rate for each month (or part of a month) it remains unpaid. This right to interest will apply both before and after judgment.

Disbursements and Expenses

Our fees shall be exclusive of the following disbursement and expense items relating to the agreed scope of work as outlined in our letter of engagement or subsequent plans or proposals:

- Advertising artwork and mechanical items (i.e. blocks, typesetting)
- Direct mail (excluding postage)
- Entertainment – only to be carried out with your prior consent
- Exhibition and display material
- Film production design, artwork and printing
- Mailing list purchases (names, contact addresses and telephone numbers)
- Market Research
- Media monitoring (radio, television and press)
- Messenger services
- Newspaper and magazine subscriptions
- Overseas postage and telephone charges
- Photocopying, stationery and duplication
- Photography and prints
- Postage
- Press material distribution
- Special events, meetings, conferences, etc.



- Telephone, telex and cable charges
- Travel expenses including mileage, charged at Inland Revenue rates prevailing at the time of invoicing
- Digital marketing services
- Travel time will be charged to you.

We will not advance payments or make any financial commitments that may be required on your behalf.

Approvals and Authority

After obtaining general approval of campaign or project plans we will submit to you for specific approval:

Project / programme plans, event outlines and agendas
Shortlists of suppliers and quotation for services from such suppliers
Draft press releases, articles, photographs and captions
Draft presentations and scripts
Draft prospect names, addresses and contact details, direct mail items and literature packs
Copy, layouts, artwork and / or scripts
Estimates of the cost of the various items of the programme

Written, email or oral approval by you of the drafts and proofs will be taken by us as authorisation to proceed to publication or implementation of work and such approval will be taken as authorisation to enter into contracts with suppliers on the basis of those estimates. Other than by written approval, we will not otherwise utilise your logo, trademark or identification in any way whatsoever.

We will take all reasonable steps to comply with any requests from you to amend or halt any plans or to reject or cancel any work in progress of preparation, insofar as this is possible within the scope of its contractual obligations to suppliers.

Any amendment or cancellation will be implemented by us only on the understanding that you will be responsible for any costs or expenses incurred prior to or as a result of the cancellation or amendment, and which cannot be recovered by us.

Copyright

The copyright in all artwork, copy and other work produced by us rests initially with us. On payment by you of the relevant service fees and charges in full, the copyright of such artwork, copy or other work produced by us is automatically deemed to be assigned to you, unless other arrangements are made.

Confidential Information

Both ourselves and our subcontractors acknowledge a duty not to disclose without your permission, during or after our the period that we are working with you, any

confidential information resulting from studies or surveys commissioned and paid for by you. In turn you acknowledge our right, and that of our subcontractors, to use as it sees fit any information that is in the public domain regarding your products or services which we have gained in the course of our appointment. Both ourselves and our subcontractors will not make any announcements concerning the work being undertaken for the you until the successful conclusion of each project. Permission to publish case studies on the your work will be subject to your approval and you will not unreasonably withhold permission to publish case studies in verbal, written or electronic form.

Insurance

Professional Indemnity

You shall indemnify and keep indemnified us from and against any and all proceedings, claims, damages, losses, expenses or liabilities which we may incur or sustain as a direct or indirect result of or in connection with any information, representation, reports, data or material supplied, prepared or specifically approved (as described above) by you particularly in relation to proceedings under the Trade Descriptions Act 1968. Such material to include press releases, articles, copy, scripts, artwork and detailed plans or programmes.

Clients Property

Any property or information made available by you to us for the purposes of demonstration or publicity or undertaking work or for any other purpose arising from or in connection with this agreement shall be and at all times remain at the sole and entire risk of you, and, unless we are negligent in the usage of the your property, we shall not be subject to any liability for it.

Termination Provisions

Should either of us wish to cancel any project or programme covered under these terms and conditions, then at least 30 days notice should be given by either you or us. For fixed term contracts with no break clause, the full contract value is payable in the event of early termination. In such an event, you will be responsible for all fees payable for work completed by us and costs, expenses and disbursements reasonably incurred by us on your behalf up to and including any notice period.

On payment we will work with you so far as practicable to enable you to take over any contract and arrangement with third parties, and will transfer to you any unused materials purchased on your behalf.

We reserve the right to vary these terms and conditions on giving you notice of such variations in writing.

These terms and conditions shall be governed by the laws of England and the parties submit to the jurisdiction of the courts of England.

