

STANDARD TERMS AND CONDITIONS



Integrated Ideas Agency Limited (hereinafter referred to as Integrated Ideas) terms and conditions cover all projects, services and jobs undertaken for Clients, agreed in writing or by email communication. These terms and conditions can only be added to or amended in a specific Integrated Ideas proposal or Scope of Supply.

1. INTELLECTUAL PROPERTY

Subject to any pre-existing third party rights, intellectual property rights in respect of all brand development, visual design and where appropriate, programming, will vest with the Client upon payment of all outstanding invoices. With regard to internet based services, Integrated Ideas retain all intellectual property rights to developed products and source code including but not limited to ASP, ASP.NET, JavaScript, Content Management Systems and uncompiled Flash files unless otherwise agreed, and for which a separate fee may be applicable.

2. VALIDITY

All Proposals issued by Integrated Ideas are valid for a period of 28 days only from the date of issue. Integrated Ideas reserves the right to cancel or revise any outstanding Proposal after expiry of this period if official written acceptance by the Client has not been received.

3. ACCEPTANCE

No Proposal issued by Integrated Ideas will be considered binding upon Integrated Ideas until it is officially accepted in writing by a Director, Partner or authorised representative of the Client and so acknowledged by the proposing officer of Integrated Ideas. The conditions of supply, as set out by Integrated Ideas, may not be modified or varied unless specifically agreed in writing under the signature of a Director of Integrated Ideas. Integrated Ideas does not recognise any terms and conditions of purchase of the Client that are contrary to this Agreement. Execution of, compliance with or implementation of orders does not imply Integrated Ideas' acceptance of the Client's conditions. Integrated Ideas also reserves the right to cancel or to modify the terms of any Proposal if it is unable to obtain satisfactory credit references for the Client.

4. VARIATION

Integrated Ideas reserves the right to submit variation invoicing if the scope of work changes from that set out in the Proposal or Scope of Supply.

5. INVOICING

Unless otherwise stated in a Project Proposal or Scope of Supply Integrated Ideas will invoice the Client 50 per cent of the estimated or fixed project value on project acceptance and this sum must be paid immediately. The balance is then invoiced on project completion. Projects below certain values as determined from time to time by Integrated Ideas and at its sole discretion may waive the above commencement invoice requirement, and invoice the project in full on project completion. Invoices will be issued in GBP (Sterling). However, with the agreement of the Client, Integrated Ideas reserves the right to issue invoices in other currency denominations. Unless otherwise advised by the Client, Integrated Ideas will submit invoices to the Client address indicated on Client purchase orders, letterhead or other correspondence.

6. PERFORMANCE OF SERVICES

Integrated Ideas will perform its services in a professional and workmanlike manner. Integrated Ideas will use reasonable efforts to complete the services in accordance with the schedule set forth in the Scope of Supply, subject to the fulfilment by the Client of its responsibilities as set forth herein and in the Scope of Supply. The Client acknowledges that Integrated Ideas may use subcontractors in connection with its performance of Services.

7. PAYMENT TERMS

Fee invoices will be rendered as set out in clause 5 above. Integrated Ideas reserves the right to withhold any deliverables under the Scope of Supply in the event that any payment is not made when it falls due. Project commencement invoices are payable immediately upon receipt. All other invoices are payable 14 days from the date of the invoice except where terms have separately been agreed in writing by Integrated Ideas. Invoices submitted and not paid within 30 days of the invoice date may incur interest on a daily basis in accordance with Late Payment of Commercial Debts (Interest) Act 1998. This interest charge may be waived at the discretion of Integrated Ideas.

8. DELAYS

The Client agrees to compensate Integrated Ideas for any extended work caused by its delay, act, omission or failure to meet its requirements, at Integrated Ideas' standard invoicing rates. Integrated Ideas reserves the right to invoice for completed elements of a project, if the project extends past the timescale shown on a project plan and if those delays have been caused by circumstances outside the control of Integrated Ideas. The same rights allow for up to 95 per cent of the project value to be invoiced upon or after the occurrence of this event and for which the Client is then

legally bound to pay said invoice notwithstanding that the project has not been fully completed and delivered.

9. LIMITATION OF WARRANTY AND LIABILITY

- a) Except as provided in Clause 6 of this Agreement, Integrated Ideas make no warranties, express or implied, including without limitation any warranties as to merchantability or fitness for a particular purpose.
- b) Neither party will be liable for indirect, punitive, exemplary, special or consequential damages (including loss of profits, loss of data, loss of business or other economic damage) of any kind even if advised of the possibility of such damages. Regardless of the form of any claim, Integrated Ideas' liability for any claim arising under the services, including costs and expenses, shall not exceed the total fee paid by the Client for the services under the Scope of Supply.
- c) Integrated Ideas is not liable for any damage to or loss of goods or any part thereof in transit or upon delivery unless advised by the Client within four working days of receipt, and confirmed in writing or by email within same period. If Integrated Ideas accept liability for such loss or damage, its liability shall be limited to replacement or repair of such goods.

10. CLIENT RESPONSIBILITIES

The Client agrees to provide Integrated Ideas with such assistance as Integrated Ideas may reasonably request in connection with the services, including timely access to the Client's facilities and to the Client's applications (including source and object code) and to persons with sufficient technical and business knowledge regarding the services and the Client's business objectives relating to the services. The Client will also provide Integrated Ideas with accurate and complete information necessary to the completion of the services.

11. GENERAL

- a) Neither party may assign its rights and/or obligations under this Agreement without the other party's prior written consent.
- b) These terms and conditions are in addition to any Scope of Supply, schedules attached to any Scope of Supply, daily rate documents, Maintenance agreements, Internet based services terms and conditions or any other agreement originated by Integrated Ideas.
- c) Neither party shall be liable to the other for any failure or delay caused by events beyond its reasonable control, including, without limitation, sabotage, failure or delays in transportation or communication, failures or substitution of equipment, labour disputes, accidents, shortages of labour, fuel, raw material or equipment, acts of God, war, riot, civil commotion, explosion, fire, government action or epidemic.
- d) Terms and conditions may from time to time be amended by Integrated Ideas giving its Clients 30 days' notice in writing or by email communication. If not accepted by the Client giving written or email notification which must be received at Integrated Ideas' registered office existing services and projects will continue until the next renewal date for services or the completion date for existing projects, and existing terms and conditions will remain in force for the remaining period of service or project.
- e) Integrated Ideas is an independent contractor with respect to this Agreement and the Client will have no responsibility to provide fringe benefits or to withhold taxes normally withheld from an employee's pay on behalf of Integrated Ideas and its associates' employees.
- f) Title in goods and services shall remain with Integrated Ideas until all sums owing by the Client are settled. The Client grants irrevocable right and license to Integrated Ideas' servants and agents to enter upon all or any of its premises with or without vehicles during normal business hours to remove goods where title remains vested in Integrated Ideas pursuant to this clause. The Client will also meet any expenses in the return or recovery of goods and the costs of any damages thereto.
- g) The laws of England and Wales will govern this Agreement.