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19 Mason Street
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SLG Terms & Conditions of Business

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"The **Company**" shall mean SLG Marketing Limited

"The **Client**" shall mean any person, firm or company requesting the Company to provide its services.

1) Trading:

All services provided by the Company shall be deemed to incorporate these terms and conditions which shall prevail over any terms made by the Client unless the variation is made in writing and agreed in a joint contract.

2) Public Relations:

Public relations activities shall be as per the agreed level and will be charged on a monthly fee basis. All costs relating to this activity will be further passed on to the Client.

3) Cancellation of Services:

Following the completion of a successful three-month probationary period, the notice period to cancel the public relations, advertising, marketing and digital/internet activity by either the Client or the Company, shall be in writing and will be three months from the end of the month in which the notice was confirmed by either party. In the event of cancellation of any other items, the Client shall be responsible for payment of all work completed to date along with any costs or charges from the Company's suppliers and any cancellation or other costs which they may charge. Handover of any relevant property provided by the Client (see point 6 below) or produced by the Company (see point 13) will only be agreed on full payment of any outstanding invoices.

4) Billing:

Whilst projects and quotations are given for the complete work or project, the Company will raise invoices at the end of each month to cover the stage of work completed within that month from the commencement to the end of the project.

5) Value Added Tax:

The Company reserves the right to charge the amount of any value added tax at the current rate whether or not it is included on the estimate or invoice.

6) Delivery, Title & Risk:

Any time or date stated for delivery is an estimate only; the Company makes every effort to provide goods and services on time, but does not accept liability for failure to deliver within the stated time. Risk in respect of all work shall pass to the Client until payment is received by the Company.

7) Client's Goods & Materials:

Goods supplied for use by the Company during a project are at the Client's risk. The Company shall be entitled to make a reasonable charge for the storage of Client's goods.

8) Payments:

The Company's standard terms and conditions of payment are 30 days from the date of the invoice, and these will apply except in the case of transactions where different payment terms are agreed in writing, i.e. where up-front payments or part payments are necessary. If payment is not made on the due date, the Company will be entitled to charge interest on the outstanding balance at a rate of 4% above the National Westminster Bank Plc base lending rate, from time to time.

9) The Contract is Divisible:

Each invoice made hereunder:

- (i) shall be deemed to arise from a separate contract and
- (ii) shall be invoiced separately and any invoice for goods/services shall be payable in full in accordance with the terms of payment provided for herein without reference to and not-withstanding any defect or default in the provision of any other instalment of goods/services.

10) Variations in Quantity:

Every endeavour will be made to deliver the correct quantity ordered but estimates are conditional upon margins of 10 per cent being allowed for overs or shortage for printed matter or other manufactured goods or items.

11) Acceptance:

The Client shall be deemed to have accepted the work as being in conformity with the contract and shall be bound to pay for it unless written notice of rejection is received by the Company within seven (7) days of delivery. Advice of any damage or delay or partial loss of goods in transit must be given in writing to the Company and the Carrier within three (3) days of delivery.

12) Liability:

The Company shall not be liable for any loss to the Client arising from delay in transit not caused by the Company. The Company shall in no circumstances be liable for economic loss or damages in respect of special, indirect or consequential loss of the Client however caused, including (but not restricted to) loss of business or profits, loss of goodwill, damage to trading relationships, loss of date and other financial loss. The Company's liability in respect of all other losses shall be limited to the invoiced amount of the relevant order provided it has been paid.

13) Copyright:

All copyright in planning, strategy, photographs, illustrations, animations, designs, artwork, website and programming work will remain the exclusive right of the Company. Where Client supplied materials or images for reproduction, the Client must indemnify the Company against any claims arising. On cancellation of this activity and agreement, and after full payment of all outstanding invoices, all copyright will be passed over to the Client.

14) Force Majeure:

Where in spite of its reasonable efforts, the Company is unable to perform an obligation due to "force majeure" it shall not be deemed to be in breach of its contract with the Client.

15) Illegal Matter:

The Company shall be indemnified by the Client in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other propriety or personal rights contained in any material printed or published for the Client. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

16) General:

If any provision of this agreement is held to be invalid or unenforceable it shall be deemed severed from the agreement and this shall not affect the validity or enforceability of the remaining provisions.

Any waiver of a breach of this agreement must be made in writing.

Any variation of this agreement must be in writing and signed by a duly authorised officer of the Company.

The headings are for convenience only and shall not affect the interpretation of this agreement.

Any notices under this agreement shall be in writing and sent: (a) by first class pre-paid post to the last known address of the Party or (b) by email to the last notified email address of the Party.

The notice shall be deemed served (a) two working days after posting or (b) after system confirmation of email delivery.

These terms and conditions shall be governed and construed in the accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts. The Company reserves the right to change or amend the terms and conditions at any time without prior notice.