

1**Interpretation**

In these Conditions:

'CLIENT' means the person named on the Specification Sheet for whom the Supplier has agreed to provide the Specified Service in accordance with these Conditions

'CONTRACT' means the contract for the provision of the Specified Services

'DOCUMENT' includes, in addition to a document in writing, any map, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disc, tape or other device embodying any other data

'INPUT MATERIAL' means any Documents or other materials, and any data or other information provided by the Client relating to the Specified Service

'OUTPUT MATERIAL' means any Documents or other materials, and any data or other information provided by the Supplier relating to the Specified Service

'MEDIA SCHEDULE/SPECIFICATION SHEET' means the sheet to which these Conditions are appended

'SPECIFIED SERVICE' means the service to be provided by the Supplier for the Client and referred to in the Specification Sheet

'SUPPLIER' means Ocean Stone Advertising and Design Limited the registered office of which is situate at 54b Green Meadow Drive, Raleigh Road, Pilton, Barnstaple, Devon EX31 4HT (Company Number 37665251)

'SUPPLIER'S FEE' means the fee shown in the Media Schedule/Specification Sheet as varied subsequently in writing between the Supplier and the Client from time to time

The headings in these Conditions are for convenience only and shall not affect their interpretation.

2**Supply of the Specified Service**

2.1

The Supplier shall provide the Specified Service to the Client subject to these Conditions. Any changes or additions to the Specified Service or these Conditions must be agreed in writing by the Supplier and the Client.

2.2

The Client shall at its own expense supply the Supplier with all necessary Documents or other materials, and all necessary data or other information relating to the Specified Service, within sufficient time to enable the Supplier to provide the Specified Service in accordance with the Contract. The Client shall ensure the accuracy of all Input Material.

2.3

The Client shall at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage. The Supplier shall have no liability for any such loss or damage, however caused. All Output Material shall be at the sole risk of the Client from the time of delivery to or to the order of the Client.

2.4

The Specified Service shall be provided in accordance with the Media Schedule/Specification Sheet and otherwise in accordance with the Supplier's current brochure or other published literature relating to the Specified Service from time to time, subject to these Conditions.

2.5

Further details about the Specified Service, and advice or recommendations about its provision or utilisation, which are not given in the Supplier's brochure or other promotional literature, may be made available on written request.

2.6

The Supplier may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Specified Service without any liability to the Client.

2.7

Proofs of all work may be submitted for the Client's approval and the Supplier shall incur no liability for any errors not corrected by the Client in proofs so submitted. The Client's alterations, amendments or additions and subsequent proofs necessitated thereby shall incur an extra charge to any charges otherwise agreed between the Client and the Supplier.

2.8

The Supplier may at any time without notifying the Client make any changes to the Specified Service which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Specified Service.

3**Charges**

3.1

Subject to any special terms agreed, the Client shall pay the Supplier's Fee and any additional sums which are agreed between the Supplier and the Client for the provision of the Specified Service or which, in the Supplier's sole discretion, are required as a result of the Client's instructions or lack of instructions, failure by the Client to provide access to a permanent power supply when required to do so by the Supplier or any other cause attributable to the Client.

3.2.1

The Supplier shall be entitled to vary the Supplier's Fee from time to time giving not less than three months' written notice to the Client.

3.2.2

The Supplier shall be entitled to vary the Supplier's Fee and any charges agreed between the Supplier and the Client for the provision of the Specified Service in the event that any requirements by the Advertising Standards Authority and the standards imposed by such Authority impose upon the Supplier additional costs and expenses in complying.

3.3

All charges quoted to the Client for the provision of the Specified Service are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate from time to time.

3.4

The Supplier shall be entitled to invoice the Client following the end of each month in which the Specified Service is provided, or at other times agreed with the Client.

3.5

The Supplier's Fee and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax, and without any set-off or other deduction) immediately upon receipt of invoice, or within thirty days of the date of the Supplier's invoice, if such Credit Terms have been agreed.

3.6.1

If full payment is not made on the due date, the Supplier shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 4% above the base rate from time to time of Lloyds Bank Plc from the date of the invoice until the outstanding amount is paid in full, and / or an administration charge of £15 per week.

3.6.2

If full payment is not made and the Supplier is required to seek professional assistance in the recovery of an outstanding debt, these costs, in addition to 3.6.1 will be the Client's liability.

3.6.3

Without limiting any other rights the Supplier may have, the Supplier may enter the Client's premises to repossess the Specified Service, or such goods that have been supplied by the Supplier. If full and final payment, including charges incurred under 3.6.1 and 3.6.2, is made within 14 days of repossession, the Specified Service or such goods supplied and repossessed by the Supplier will be returned to the Client. After 14 days the Supplier may dispose of the Specified Service or such goods supplied by the Supplier and repossessed to recover the outstanding payment including charges incurred under 3.6.1 and 3.6.2.

3.7.1

The Supplier at its discretion may allow the Client credit facilities on the supply by the Client to the Supplier of a satisfactory banker's reference and two trade references and the completion of the Supplier's credit application form. Credit facilities will only be offered after the first three jobs or three months of trading (whichever ever is the greater in time).

3.7.2

Until the Client's credit application has been approved payment of all charges shall be made in accordance with paragraph 3.5.

3.7.3

The Supplier reserves the right to refuse a credit application at its discretion and without explanation.

4**Rights in Input Material and Output Material**

4.1

The property and any copyright or other intellectual property rights in:

4.1.1

any Input Material shall belong to the Client

4.1.2

any Output Material shall, unless otherwise agreed in writing between the Client and the Supplier, belong to the Supplier, subject only to the right of the Client to use the Output Material for the purposes of utilising the Specified Service.

4.2

Any Input Material or other information provided by the Client which is so designated by the Client and any Output Material shall be kept confidential by the Supplier, and all Output Material or other information provided by the Supplier which is so designated by the Supplier shall be kept confidential by the Client; but the foregoing shall not apply to any Documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to supply if at any future time they become public knowledge through no fault of the other party.

4.3

The Client warrants that any Input Material and its use by the Supplier for the purpose of providing the Specified Service will not infringe the copyright or other rights of any third party, and the Client shall indemnify the Supplier against any loss, damages, costs, expenses or other claims arising from any such infringement.

4.4

Subject to paragraph 4.3 the Supplier warrants that any Output Material and its use by the Client for the purposes of utilising the Specified Service will not infringe the copyright or other rights of any third party and the Supplier shall indemnify the Client against any loss, damages, costs, expenses or other claims arising from any such infringement.

5**Warranties and Liability**

5.1

The Supplier warrants to the Client that the Specified Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Specification and at the intervals and within the times referred to in the Media Schedule/Specification Sheet. Where the Supplier supplies in connection with the provision of the Specified Service any Goods supplied by a third party, the Supplier does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the Goods to the Supplier.

5.2

The Supplier shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any instructions or information supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

5.3

Except in respect of death or personal injury caused by the Supplier's negligence, or as expressly provided in these Conditions, the Supplier shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Supplier, its servants or agents or otherwise) which arise out of or in connection with the provision of the Specified Service or its use by the Client, and the entire liability of the Supplier under or in connection with the Contract shall not exceed the amount of the Supplier's charges for the provision of the Specified Service, except as expressly provided in these Conditions.

5.4

The Supplier shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Specified Service, if the delay or failure was due to any cause beyond the Supplier's reasonable control.

6**Termination**

6.1

The Client shall be entitled to terminate the Contract at any time by giving not less than three months' written notice to the Supplier.

6.2

Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within thirty days after being required by written notice to do so, or if the other goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.

7**Advertising Standards Authority**

The Supplier will at all times observe the requirements from time to time of the Advertising Standards Authority.

8**General**

8.1

These Conditions (together with the terms, if any, set out in the Media Schedule/Specification Sheet) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

8.2

Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the 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.

8.3

No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

8.4

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.

8.5

English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.