

Where 'The Client': This means the key contact at the client company and the authority to whom AW will apply for approval at any stage. Please note that a standby should be nominated in writing to prevent deadlines being missed during The Client's absence. Otherwise, unless given specific instructions in writing at the start of the project, AW shall accept approval in writing throughout The Project from any of the known staff at the Client's company, if/when the key Client contact is not available.

Where 'AW': This means Arvan Williams Ltd.

Where 'Associates': This means external/affiliate/subcontracted consultancies, sourced suppliers or services that may be hired by AW on behalf of The Client.

Where 'The Project': This means the work or the services or the project commissioned by The Client, or even the modular stages of a project.

Where 'written approval': this is accepted in the form of email, letter, fax or signature.

1. BRIEFING OF EXPECTATIONS & APPROVAL CRITERIA:

The Client agrees to give AW a clear written brief as to The Client's expectations and criteria for approval at the beginning of each Project, in order to assure a continued understanding. Where this does not happen, and where the complexities of The Project are considerable, AW may ask for signed approval to its own notes on The Client's expectation and approval criteria, whereupon AW's notes shall constitute the final brief.

2. AUTHORISATION AND APPROVAL

- 2.1 Unless otherwise formally arranged, AW shall at no time have any authority to enter into any critical commitments, to contract or to otherwise incur any critical liability on behalf of the Client without the Client's prior written approval.
- 2.3 The following list shows the sequence of critical approval points, for which The Client needs to ensure approval can be confirmed in writing:
 - 2.3.1 The Client's approval of quotes on a Project will be AW's authority to commence or commission work.
 - 2.3.2 The Client's approval of developed creative concepts will be AW's authority to commence production artwork.
 - 2.3.4 The Client's approval of artwork containing final copy & visuals will be AW's authority to handover for production
With regards to copy checking:
 - 2.3.4.1 The Client may at any time request for AW to undertake the copy-checking of all text on any project. Unless this is specifically requested, quoted and scheduled, the responsibility for copy-checking of all portions of text written/supplied by the Client falls on the Client.
 - 2.3.4.2 Text that has been written, revised or edited by AW will automatically be copy-checked by AW. The editing of portions of a text will not mean that copy-checking is automatically undertaken for the rest of the text, however, especially when this is subject to constant Client revisions.
 - 2.3.4.2 Non-prose written content (addresses, numerics or other business-specific details) must be copy-checked by The Client.
 - 2.3.4.3 Client approval will be sought before artwork goes to print/production and, when given, will indicate that The Client has approved all textual content.
 - 2.3.5 The Client's approval of proofs will be AW's authority to publish or print.
 - 2.3.6 The Client's approval of television, cinema and radio scripts and/or storyboards or demos with estimated costs will be AW's authority to make production contracts and, where appropriate, engage performers.
 - 2.3.7 The Client's approval of films and recordings will be AW's authority to submit the same for broadcast.
 - 2.3.8 The Client's approval of schedules and estimates will be AW's authority to make reservations and contracts for space time and other facilities upon the terms and conditions required by media or suppliers and proceed with preparation of production and artwork.
- 2.4 The Client MUST send written approval to material that is due for handover for final artwork or final production, print, publication or broadcast.

It will be The Client's responsibility to ensure that this is done in the

time frame required to meet a deadline. The Client therefore agrees that AW is not to bear responsibility for holding material back and missing critical deadlines in the absence of valid approval. There are no concessions on this and no matter how close a deadline, AW WILL hold material until The Client's written approval is given.

- 2.5 The following highlights the extent to which AW is otherwise willing to make concessions in the interest of expediency:

The Client SHOULD confirm the following in writing:

- changes to original instructions
- changes to specific expectations and criteria for approval;
- changes or additions to the preset work or timing schedule;
- changes to production content or method immediately prior to production or hand-over to media.

The Client SHOULD respond to the following in writing:

- any AW documents containing critical information on the timing or cost of The Project (briefs; contact reports; minutes; memos; quotes; letters; e-mails).

Where The Project demands quick action and where the Client has not confirmed changes or responded in writing and/or where AW has agreed to go ahead on oral instructions alone:

- The Client accepts responsibility for any extra costs incurred as a result of the new instructions, and agrees to pay in full.
- The Client understands that absence of a written response to AW documents will constitute approval to the critical information it contains.
- The Client agrees to take responsibility for informing the purchasing department of additional costs incurred, in time to avoid complications (ie: disparity between costs ordered and invoiced.)

NB: AW reserves the right refuse an oral instruction at any time.

3. INTELLECTUAL PROPERTY

- 3.1 The Client automatically purchases the use of AW's Intellectual Property rights to the work commissioned, but only for the use specified in the original brief, only in the specified countries (UK - unless otherwise specified), and only for a period of 3 years from the completion of The Project.
- 3.2 The Client agrees to apply to AW for purchase of use in any other context, country, or beyond the initial 3 years, and to ensure that AW's rights are not abused throughout its network of operations.
- 3.3 Where The Project requires the use of stock art or the involvement of artists (actors, musicians, photographers, models, etc):
 - 3.3.1 The Client agrees that any costs relating to the purchase of rights, extensions of usage, necessary permissions, consents and releases from shall be borne by The Client.
 - 3.3.2 A draft of The Client's Intellectual Property policy, if one exists, must be provided ahead of negotiations if it is vital that certain priorities are covered.
 - 3.3.3 The Client accepts full responsibility for any abuse of the rights and permissions obtained by AW for The Client's use. The Client agrees to notify AW or the rights-owner as soon as compliance to the terms of use are in question.
- 3.4 AW retains full Intellectual Property rights on any material originated by AW for The Project at a reduced fee, where a reduction has been sought by The Client, and/or until The Project invoice(s) have been paid in full.

4. LIABILITY

- 4.1 The Client accepts the responsibility to ensure the integrity and accuracy of any information which it supplies to AW, and to inform AW without delay if any claim made or fact reported in any copy prepared by AW is capable of misleading or is incorrect.
- 4.2 The Client accepts the responsibility to ensure that all reasonable steps have been taken to ensure that all legislative or other requirements with particular application to its business or products are met and that all material produced by AW on The Client's behalf and for The Client's use is drawn to the attention of the relevant authorities and complies with all the legislation and Codes of Practice ahead of publication or broadcast.

(Continued:)

- 4.3 The Client therefore agrees to indemnify AW in respect of any actions, claims damages or costs arising out of claims or proceedings brought against AW which arise out of the content of any advertisements or other materials prepared for The Client for exposure into the public domain that is without license or infringes the provisions of any relevant legislation or Code of Practice.
- 4.4 Any additional costs arising from The Client's failure to comply to legal or ethical obligations or to these Terms & Conditions shall be borne by The Client.
- 4.5 AW shall not be held liable for the consequential cost or loss arising from circumstances unrelated to the diligence of AW or its Associates during its work on The Project.
- 4.6 AW will take every reasonable precaution to safeguard material owned by The Client and entrusted to the care of AW for the purpose of work on The Project, but shall not be liable for any cost or consequential loss implications of the loss or damage to material in transit between The Client offices to AW or elsewhere. It will be the responsibility of The Client to insure any such items or materials against such loss or damage.
- 4.7 AW services with regards Depot Courier deliveries are restricted to making box and pick-up information available as soon as contents are packed; national and international bookings must be arranged by The Client.

5. CONFIDENTIALITY

AW will endeavour to ensure confidentiality on The Project and reserve disclosure only to employees and Associates involved in the successful completion of The Project. The Client's specific requests regarding this should be given in writing ahead of commencement of The Project.

6. CHARGING PROCEDURE:

- 6.1 For each Project, AW will provide The Client an estimate of costs. This amount shall have been calculated to cover a reasonable expectations of the work and time needed to achieve the successful completion of The Project, servicing needs and likely eventualities. Contingencies will be highlighted.
- 6.2 AW will submit this estimate to The Client for written approval.
- 6.3 The Client's written approval to any AW quote or estimate will denote The Client's acceptance of AW as its approved agency for the Project as well as The Client's acceptance of the Terms and Conditions detailed here.
- 6.4 Whether it arises as a result of a long-standing and successful relationship or a necessity due to timing constraints, The Client's decision to signal quote approval to AW orally, or to ask AW to commence work ahead of an estimate being submitted, or AW's decision to act upon oral approval or instructions only, must be regarded as an extraordinary act of trust; even in this case, however, the fee for Associates commissioned by AW on behalf of The Client must be signed by The Client before commencement of work by the relevant company or operator.
- 6.5 Where The Client's internal purchasing administration requires an order to be issued, The Client accepts responsibility for ensuring that a client order is issued by The Client's purchasing department before commencement of work on The Project. The Client also accepts responsibility for ensuring necessary procedures are also followed to ensure prompt acceptance and payment of additional costs.
- 6.6 AW may invoice 50% of The Project's client-approved fee upon quote approval. This will be payable immediately. An invoice for the balance, (including a reconciliation of all incidental/additional costs - see below) will be sent upon completion of The Project, and will be subject to the 30 days credit terms (see right).

7 - INCIDENTAL/ADDITIONAL COSTS

Where the following costs apply and have not previously been costed, The Client agrees to pay AW in addition to the agreed sum for:

- 7.1 Its reasonable net costs for transportation, accommodation and subsistence incurred by AW's personnel in connection with the servicing of The Client's account or pursuant to an express request for travel made by The Client.

- 7.2 Any costs billed by AW or its Associates arising from changes or additions to an agreed work, time or cost schedule, or relating to unforeseen difficulties on The Project which incur additional work or admin, or shorten The Project's timings. NB: premium rates (25% above normal rates) apply to rush work, or work beyond office hours.
- 7.3 Any costs billed by AW or its Associates relating to difficulties highlighted in LIABILITY Clauses 4.3 to 4.6.
- 7.4 (For new relationships in particular) Any costs relating to work needed to meeting The Client's approval that exceeds AW's 'reasonable' expectation of time and effort. AW is committed to performing the best possible work, and to satisfy its client's expectations. As an experienced operator, AW has confidence in its own 'reasonable' expectations of the work and time needed to achieve this, and these will be reflected in AW's quote or timing schedule. Working in an area where subjective judgement plays such a strong part, however, AW relies heavily on the strength of its client relationships.

Where The Client is previously known to Arvan Williams Ltd, or where mutual understanding is assured, or where arrangements have been made that leave no doubt as to a mutual agreement, therefore, The Client can expect not to be charged any additional costs for re-doing the work to The Client's satisfaction, if work first presented met approval criteria but was not liked.

Therefore also, where The Client or The Client's values are new to AW, or where The Client introduces new priorities to an agreed brief, and where re-doing of work exceeds AW's 'reasonable' expectation of time and effort, The Client's initial choice and acceptance of AW as an agency commits The Client to an acceptance of charges for the time and effort that exceeds this reasonable expectation, and AW's reasoning for the same.

- 7.5 Unplanned/interim deliveries, out-of-pockets, purchases.
- 7.6 Unscheduled archive retrieval, reformatting, duplication, output or transferral of work on The Project.

8. PAYMENT PROCEDURE:

- 8.1 AW invoices will be sent to the Client as PDF by email. The Client must inform AW if a hardcopy is required.
- 8.2 The Client agrees to be bound to a credit term of 30 days for payment of any other AW invoice. If invoiced pro-forma or when this has been agreed, The Client agrees to pay AW immediately.
- 8.3 All payments must be made to 'Arvan Williams Ltd' in UK Sterling, and must arrive whole, ie: exclusive of sender bank charges, costs or commission re transfer or currency conversion.
- 8.4 The Client agrees that queries on any amounts invoiced must be made within 10 days of the credit period elapsing, which gives The Client a total of 20 days' allowance for receipt and deliberations. The absence of a written notice of disagreement arriving at the offices of AW within these 10 days will constitute an approval of all sums, and The Client agrees that AW must expect payment in full after this has lapsed.
- 8.5 In the event that sums due to AW are not paid upon the date they become due, The Client will be liable for a penalty which will be applied to the invoice in full at a daily rate of 1 pence per invoice pound per overdue day until the date that Arvan Williams Ltd's bank notifies clearance of full payment, and The Client agrees to pay this penalty in full upon receipt.

9. TRADING:

- 9.1 The Client's full acceptance of AW's Terms and Conditions laid out above are a required condition of trading with Arvan Williams Ltd.
- 9.2 Signed approval of any proposals tendered by AW, including estimates or quotations, shall constitute The Client's acceptance of these Terms & Conditions, and will commit The Client to the obligations listed in full.
- 9.3 In the event that anything herein contained is inconsistent with UK law, the provisions hereof shall to the extent of such inconsistency, but no further, be null and void.

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