

TERMS & CONDITIONS OF TRADE- ALLOTT & ASSOCIATES LTD

General

All and any business undertaken by Allott & Associates Ltd, or Allott & Associates, (hereafter referred to as A&A) is transacted subject to the terms and conditions set out below. Consultancy includes marketing, design, public relations, web work and all services that A&A will from time to time provide.

In the event of conflicting terms between those of our client and our own, A&A's terms will take precedence unless our managing director confirms otherwise in writing.

1. Payment

Terms are **strictly 30 days** and take effect from the date of invoice, we reserve the right to charge interest at current National Westminster base rate plus 2% for each overdue complete month, or pro-rata per part month. Where substantial expenditure is required such as for the development of web sites, filming etc, 50% pre-payment is required before work can commence. PR retainers will be raised mid-month, unless agreed otherwise. All new PR clients are required to pay quarterly in advance until credit can be established.

2. Contractual obligations

A & A will prepare and agree with its clients a plan of action before commencing any project. For small scale proposals a letter or email may be sent outlining the main objectives of the consultancy and the number of days agreed. Clients are free to modify or change the specifications prior to work starting, providing we confirm acceptance of the changes in writing. Once expenditure has been incurred by A&A, contractual modifications will not be accepted unless the client reimburses A&A for expenses already generated and our agreement has been confirmed in writing and signed by our managing director. A&A reserves the right to accept verbal instructions from a client or potential client as an acceptance of contract.

3. Daily fee

The Client agrees to pay a fee as set out in the marketing letter or plan, a daily rate is defined as nine am to five pm with one hour for lunch. Retainers for pr work will normally be based on the production of a maximum number of editorial pieces. Where the client has not been able to supply the number of pr briefs needed for A&A to fulfill its part of the contract, these will not be credited or carried forward on the expiry date of the contract.

The Client is also responsible for all out of pocket expenses unavoidably incurred by A&A, including telephone calls, parking and travelling (RAC rate) from our office in Knaresborough. All expenses will be itemised on the invoice and no major expenditure will be made without prior discussion.

4. Consequential loss or damage

A&A shall not be liable for lost profits or revenue, any loss of equipment, software or data, or the recreation of that data arising from work undertaken by A&A.

5. Project management

We shall attempt where practical to use one consultant per assignment, however A&A reserves the right to utilise the best possible expertise and this may result in dual or triple consultants working on a particular project. Complaints or official documents should always be addressed to the managing director.

6. Contract Renewal

The contract for Clients who have engaged A&A on a monthly retainer fee, is automatically renewed for a further twelve months on the expiry date, unless the client has signified in writing, four weeks before the said date.

7. Insurance

The Client undertakes to indemnify A&A at all times in respect of accidents or injuries occurring at their premises. Clients must hold a valid occupiers liability insurance policy, which covers any A&A consultant or administrator who may require to be temporarily based or working from the said premises. A&A reserves the right to withdraw staff without prior notification in the event of a breach of condition 7.

8. English Law

These conditions and any contracts between the parties shall be constructed and applied in accordance with the law of England and the English Courts shall have sole jurisdiction in any dispute relating thereto.

9. VAT

All prices will be subject to VAT at the prevailing rate (VAT number 651431364)

10. Confidentiality

All information including data, financial figures, verbal statements, written reports and related material given to and or by A&A in pursuit of consultancy, will be held in confidence and not divulged to any third party without authorisation, unless the information is already in the public domain.

11. Copyright

The client agrees to indemnify A&A from any claims arising from the wrongful use of logos, trade marks and other such items including text, images and pictures, that have been given by the client to A&A for design purposes.

12. Recruitment of Personnel

It is agreed that the client will not directly or indirectly hire, employ, retain or use as an independent contractor, or agent, any A&A employee, former employee, or independent contractor without the written approval of A&A's managing director. This agreement shall automatically terminate after any such person has been out of A&A's employment or contract for a minimum of twelve months.

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Allott & Associates Ltd, Claro Chambers, 42 High Street, Knaresborough, North Yorkshire HG5 0EQ