

TERMS AND CONDITIONS OF BUSINESS

1. This document outlines the mutually agreed terms on which Outsource Plus is appointed to carry out Marketing Services tasks within the United Kingdom for the Client.
2. No variation or alteration to these Terms shall be valid unless approved by Outsource Plus in writing.
3. Unless otherwise agreed in writing by Outsource Plus, the Terms shall prevail over any terms of business or purchase conditions proffered by the Client.
4. The Client agrees to pay the charges of Outsource Plus as notified at the commencement of the tasks and as may be varied from time to time.
5. The Client's written approval of copy, layouts, creative and artwork will be sufficient authority for Outsource Plus to purchase the agreed production materials and prepare proofs, and the Client's written approval of proofs will be sufficient authority for Outsource Plus to publish such materials.

The Client's written approval of schedules and estimates will be sufficient authority for Outsource Plus to make necessary reservations and contracts for space, time and other facilities.

The provision of Outsource Plus's services/[including the acquisition and distribution of sales promotional merchandise] will be discussed between the Client and Outsource Plus. Outsource Plus will prepare notes of agreements reached at such discussions ["Contact Reports"], which will be signed by a responsible executive of Outsource Plus and will for all purposes be deemed to be accurate unless written objection is made by the Client within 48 hours of the delivery of the relevant Contact Report to the Client.

6. Postage and other transportation charges, telecommunications charges and copying costs especially incurred in carrying out the Client's instructions and safeguarding the Client's interests will be charged as notified at the commencement of the tasks.

Travel, subsistence and hotel expenses of Outsource Plus employees will be charge to the Client at net cost.

All goods and services, purchased by Outsource Plus on the Client's behalf will be quoted in advance to the Client and subject to a mark up.

The Client retains the right to purchase any or all such items directly.

7. It is agreed that a full review of Outsource Plus's service will be undertaken at agreed intervals following the commencement of the tasks.

This review will include an opportunity to renegotiate the remuneration either upward or downward on a mutually agreed basis.

8. The copyright and other intellectual property rights for all purposes in all creative work created by Outsource Plus for the Client are vested in Outsource Plus, unless arrangements are made to the contrary. Outsource Plus will obtain and hold, where possible, all necessary rights in respect of copyright material commissioned by Outsource Plus on the Client's behalf.

If the Client so requests, and provided that all obligations arising from this agreement (including those relating to the period of notice) have been met, Outsource Plus will assign such copyright and other intellectual property rights to the Client on termination of this Agreement.

The copyright and other intellectual property rights in creative work commissioned by Outsource Plus from third parties will normally vest in the supplier. Outsource Plus will ensure appropriate usage rights in respect of this material. If required and at the Client's expense, Outsource Plus shall use its best endeavours to obtain extended rights or assignment of copyright and other intellectual property rights.

For avoidance of doubt, Outsource Plus shall retain the copyright and other intellectual property rights in any material contained in any presentation or submission prepared by Outsource Plus for the Client.

The copyright and other intellectual property rights in all software programmes used to process data and lists shall remain Outsource Plus's exclusive property.

9. The Client acknowledges and agrees that any identifiable and original idea or concept presented by Outsource Plus in relation to any promotion or campaign invented or developed by Outsource Plus shall be available only for such a promotion or campaign and shall not be used for any other purposes whatsoever without Outsource Plus's express prior agreement given in writing.

Even where no promotion or campaign is agreed, the ideas and concepts presented to the Client shall remain strictly confidential and shall not be used in any way, including communication to any third party, without Outsource Plus's express prior consent.

Outsource Plus acknowledges a duty not to disclose without the Client's permission during or after the term of appointment, any confidential information resulting from studies or surveys commissioned and paid for by the Client.

The Client, in turn, acknowledges Outsource Plus's right to use as it sees fit, any general marketing or advertising intelligence in the field of the Client's product or service, which Outsource Plus has gained in the course of its appointment. Such use is subject to the agreement of the Client.

10. Fees will be submitted as agreed at the commencement of the work and will be payable within 14 days of receipt by the Client.

As it is necessary to pay media and suppliers on due dates, prompt settlement of accounts is required so that the funds are available to Outsource Plus. All other payments are due within 14 days of receipt of invoices by the Client.

11. Whilst every effort is made by Outsource Plus to give satisfaction to the Client by ensuring a high quality service and standards of skills, integrity and reliability in a professional manner and further, to provide them in accordance with the Client's instructions is not liable for any loss, expense damage or delay arising from any failure, delay in or omission of publication or transmission or any error in any advertisement, nor delay in posting or delivery, in the absence of default or neglect on the part of Outsource Plus.

Notwithstanding anything contained in the Agreement, Outsource Plus will not be liable for any loss of profits, consequential, economic, or indirect loss arising in any way in connection with the performance (or non-performance) of the obligations related to this Agreement.

12. The Client will indemnify Outsource Plus against any loss incurred as the result of any civil claims or proceedings brought against Outsource Plus based upon any advertising and other work prepared for the Client by Outsource Plus and approved by the Client before publication.

13. Outsource Plus complies with the British Codes of Advertising and Sales Promotion, administered by the ASA, and with the DMA (UK) Direct Marketing Codes of Practice and other codes of advertising standards laid down on a self-regulatory basis.

The Client will provide a list warranty confirming that any data supplied to Outsource Plus for use in your marketing campaign has been appropriately obtained and registered under the Data Protection Act 1998.

14. This Agreement is subject to the law of England and Wales and the parties agree to submit to the jurisdiction of the Courts of England and Wales in respect of any dispute or difference arising under the Agreement.

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