



THE H2 COMPANY

TERMS & CONDITIONS: DESIGN & ARTWORK

The H2 Company (a trading name of H2 Communications Ltd) may be engaged or occasionally engaged to produce digital design, artwork and repro and will undertake such work under the following terms and conditions:

1.1 From information supplied by the client The H2 Company will produce digital information and subsequently output a digital proof (or alternative as agreed by the client) to be verified by the client.

1.2 Any information supplied via a third party must be verified by the client prior to being used for artwork production, otherwise The H2 Company cannot be held responsible for the subsequent accuracy of the artwork.

1.3 The H2 Company cannot be held responsible for the accuracy of information received via modem or ISDN from a third party.

1.4 Information sent to a third party via modem or ISDN will, wherever possible, be accompanied by a hard copy proof sent by appropriate means. This proof must be verified by the client prior to any work being done by a third party.

1.5 Whilst The H2 Company endeavours to ensure that all artwork produced is 100% accurate, all Digital information must be checked, verified and signed off by the client before it is sent to a third party production process. Any cost implications arising from errors found on printed matter, films, plates or any other third party process, after the artwork has been verified by the client at the artwork stage, are entirely the client's responsibility.

1.6 The H2 Company cannot be held responsible for any errors on any printed matter, films, plates or any other third party process, if its personnel are instructed to send digital information to a third party without prior verification of the digital artwork by the client.

1.7 The Client shall be fully responsible for and shall indemnify The H2 Company against any and all claims and actions and liabilities falling upon The H2 Company, which arise from the publication or use of information, claims or materials supplied by the Client which contravene any applicable law, regulation or code of practice.



THE H2 COMPANY

TERMS & CONDITIONS: USE OF WORK

In no circumstance may any work in rough or uncompleted form be used or published as finished work without the prior written approval of The H2 Company.

The H2 Company shall, at all times, be entitled to use for the purpose of promotion any of the commissioned work for any description or illustration of the commissioned work (even if the intellectual property rights have been assigned to the client).

TERMS & CONDITIONS: MODIFICATIONS

The design or other work carried out in accordance with the commission shall not be used for any other purpose other than for that for which it was commissioned (without the prior written approval of The H2 Company)

No modification or alterations to any designs or other work created for the commission may be made without the consent of The H2 Company. Any agreed modification or alterations shall only be carried out by or under the supervision of The H2 Company and shall be paid for at a rate agreed with The H2 Company in advance.

In the event of any reprints being obtained by the client, these shall not differ in any way from the originals supplied, without the consent of The H2 Company.

TERMS & CONDITIONS: DESIGN CREDITS

The H2 Company asserts its right to be identified as author of any design work which has been created as a result of the commission and any publication of that work or reproduction thereof on any finished product shall become a clear and distinctive credit to The H2 Company as approved by The H2 Company.

TERMS & CONDITIONS: INTELLECTUAL PROPERTY RIGHTS

Any design or registered design rights arising in all or any of the work created by The H2 Company shall be assigned by the client and belong to The H2 Company.

All intellectual property rights arising in all or any of the work created by The H2 Company are and shall remain the property of The H2 Company unless assigned in writing after payment of all fees, costs and expenses have been paid. Any fees paid to The H2 Company shall not be deemed to include the assignment of any such intellectual property rights.



THE H2 COMPANY

TERMS & CONDITIONS: EXPENSES & BUY-INS

Out of pocket expenses including travelling, hotel, subsistence and delivery charges will be invoiced extra to any estimate / proposal unless otherwise specified.

Bought in items, such as art/graphic materials, research material, picture, library search and reproduction costs, illustration, typesetting, special and/or commissioned photography, retouching, library photographs, models, printing, manufacturing, signage etc will be charged extra to any estimate/proposal, unless otherwise specified. The client's approval of copy/layouts proofs, will constitute the authority for us to incur necessary costs. Additional costs may also include fax, telephone, stationery postage and other proper costs incurred by the consultancy (unless otherwise specified). Any photography commissioned on behalf of the client will remain the copyright of the photographer unless otherwise stated in writing.

TERMS & CONDITIONS: BILLING & PAYMENT

For accurate billing purposes, reimbursable expenses are not invoiced for until they have been invoiced from suppliers. This can create a slight delay in the expense billing process.

Continuing work accounts will be submitted by The H2 Company at the end of each month for work carried out during that month, or at set stages in the work as agreed in advance. Payment will be made in pounds sterling unless otherwise specified in writing.

1.1

Unless otherwise stated and agreed, all credit invoices shall be settled within 30 days from the date of invoice

1.2

Failure to make payment on or before the due date in accordance with this clause will result in an entitlement to charge interest at the rate of 8% pa. above the Bank of England minimum lending rate on the daily balance outstanding from the due date until payment is made.

1.3

Until payment is received in full for any projects undertaken by The H2 Company on behalf of you the client, all design, artwork, reprographic filmwork, printed material and all related products shall remain the sole property of The H2 Company.



THE H2 COMPANY

TERMS & CONDITIONS: ADDITIONAL WORK COSTS

The H2 Company reserve the right to charge additional fees and costs in the event of any of the following:
Alternative or additional work (fee or cost orientated) caused by client changes to the brief or after approval at any stage.

Acceleration or delay to the programme due to client instructions or delayed information, out of the control of The H2 Company.

Additional client instructions at any stage of the programme and/or after practical completion of the work.

TERMS & CONDITIONS: ABANDONED COMMISSIONED WORK

There is a minimum 50% cancellation fee on commissioned work.
Commissioned work refers to any signed off project estimate.

TERMS & CONDITIONS: SPECIMENS AND PUBLIC RELATIONS

The H2 Company will be supplied by the client with a reasonable number of specimens of work, free of charge, of every item carried out/completed in connection with the commission and will, where appropriate, be given reasonable access to visit projects after completion, to take photographs, and to publicise these:

The H2 Company will keep the client informed of their publicity intentions and co-ordinate announcements with those of the client.

TERMS & CONDITIONS: COPY

All text matter produced by the client, or their appointed agents, to be supplied to The H2 Company in typewritten form or on AppleMac / PC disk or e-mail with a transcribed hard copy. All such copy should be approved and signed by the client. The H2 Company accepts no responsibility for any errors, mistakes or omissions that occur where a client has failed to supply a signed off hard copy.

Other copy to be signed off by the client should include written material produced by The H2 Company for use in the media (newspapers, trade publications, magazines or any other publication), adverts or literature including design material and direct mail.



THE H2 COMPANY

TERMS & CONDITIONS: LIFESPAN OF PROPOSAL

Unless withdrawn this proposal / estimate is confidential and is open for acceptance within three calendar months. Acceptance of the proposal / estimate implies acceptance of The H2 Company's Terms & Conditions.

TERMS & CONDITIONS: AGREEMENT

This proposal and terms and conditions represent the entire agreement between the client and The H2 Company, and will supersede all prior negotiations, representations or agreements, written or verbal, (including any standard or other terms, conditions or stipulations referred to by the client) and may be amended only in writing.

TERMS & CONDITIONS: OMISSIONS & ERRORS

Estimates and invoices are subject to correction for omissions and typing errors.

TERMS & CONDITIONS: VAT

All charges are subject to an addition for Value Added Tax at the rate appropriate at the date of the account.

TERMS & CONDITIONS: CONFIDENTIALITY

The H2 Company undertakes not to disclose any confidential information obtained from the client concerning the business methods, know-how and affairs of the client without the client's prior approval.

The H2 Company will ensure that its staff and any sub-contractor involved in the commission shall be bound by the same conditions of confidentiality.



THE H2 COMPANY

TERMS & CONDITIONS: DIRECT ACCESS

The service supplied by The H2 Company includes the search and selection of suitable contractors, suppliers, printers, illustrators, researchers, photographers and other consultants (suppliers). The client undertakes not to approach any such person or companies who have been introduced by The H2 Company to the client for any other or additional work either during or after the currency of this agreement except through The H2 Company.

Any work commissioned directly by the client from suppliers shall be subject to a commission charge of 25 % on the total value of any professional fees or charges (excluding expenses and VAT).

This commission shall be payable in respect of all work carried out for the client by any supplier during the period of 12 months from the later of:

- the date of the The H2 Company estimate to the client and
- the date of payment by the client of the last service rendered to the client which includes any element for fees or expenses by such Supplier.

TERMS & CONDITIONS: INSURANCE

We accept no liability for client's property whilst in our, or our agents', possession. Separate insurance can however, be arranged at our clients' request for which service we reserve the right to make a charge. Without prejudice, however, we shall take every reasonable precaution to safeguard our clients' property.

TERMS & CONDITIONS: LIABILITY

Neither the company nor our agents shall be liable for indirect loss or third party claims occasioned by delay in completing the work or for any loss to the customer arising from delay in transit. Where work is defective for any reason, including negligence, the liability (if any) of the company or our agents shall be limited to rectifying such defect.

The client will indemnify The H2 Company against any loss that The H2 Company may incur as a result of any civil claims or proceedings brought against The H2 Company based upon any work prepared for the client by The H2 Company and approved by the client before publication or purchase.

TERMS & CONDITIONS: ILLEGAL MATTER

The H2 Company shall not be required to handle any matter which in their opinion is or may be of an illegal or libellous nature and shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any libellous matter or infringement of copyright, patents or design.