

## Basic Terms of Business

### 1. Definitions

(a) Eleven Eight is a Brand of CCH Media Ltd: a UK limited company whose registered trading address is at 15 Byron Close, Yateley, GU46 6YW. Telephone 01252 650 801. E-mail: chris@cchmedia.co.uk Registered in England and Wales 9022473. All contracts are issued by CCH Media Ltd, and all payments are due to the same.

(b) “The customer” means any person or company with whom Eleven Eight contracts, either verbally or in writing. Where the Customer comprises more than one person, their liability under these terms and conditions shall be joint and several.

(c) “Contract” means any contract for copywriting, design, marketing, training or consultancy services made between Eleven Eight and the Customer. This includes any Letter of Agreement which is signed by both parties; any written quotation from Eleven Eight which is accepted by the customer; or any written order or booking of the Customer which is accepted by Eleven Eight.

(d) “Services” shall mean any of the copywriting, design, social media, photography, marketing, training or consultancy services offered by Eleven Eight.

### 2. Basis of Contract

(a) The Contract shall incorporate and be subject to these Terms to the exclusion of any terms, which the Customer may purport to impose, and to the exclusion of any course of dealing established between Eleven Eight and the Customer.

(b) No variation to these Terms shall be binding unless agreed in writing between the authorised representatives of Eleven Eight and the Customer.

(c) Any quotation given by Eleven Eight is an invitation to the Customer to make an order only within 30 days of the quotation date and no order of the Customer placed with Eleven Eight in pursuance of a quotation or otherwise shall be binding on Eleven Eight unless and until it is accepted and confirmed in writing by Eleven Eight.

(d) The Customer or its employees or agents are not authorised to make any representations concerning the products or services of Eleven Eight or concerning the Contract unless confirmed by Eleven Eight in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations, which are not so confirmed.

(e) Any advice or recommendation given by Eleven Eight or its employees or agents to the Customer or its employees or agents is acted upon entirely at the risk of the Customer, its employees or agents and accordingly Eleven Eight shall not be liable for any such advice or recommendation.

(f) Any typographical, clerical or other error or omission in any promotional literature, quotation, price list, invoice or other document or information issued by Eleven Eight shall be subject to correction without any liability on the part of Eleven Eight

### 3. Orders

(a) All orders for Services shall be accepted by Eleven Eight subject to the availability of Eleven Eight or its personnel and Eleven Eight shall have no commitment to commence

work on any such order until the order details have been confirmed in writing by them.

(b) All orders for Services shall be subject to Government and other local regulations, which may be introduced from time to time.

(c) Eleven Eight will use its best endeavours to comply with all directions and requests for information to be included in any design or copywriting project, but responsibility for the accuracy of all information supplied by the Customer shall rest with the Customer and no liability will be accepted.

(d) Errors where copy or design is in accordance with a final proof approved by the Customer in accordance with Eleven Eight's standard procedures will not be corrected by Eleven Eight until additional billing is documented.

(e) The Customer warrants that where it has provided promotional materials such as advertising slogans and company or product logos, the same are not subject to any copyright or other intellectual property rights; and that reproduction of the same by Eleven Eight will not cause any breach of any copyright or other intellectual property rights; and that the Customer will where appropriate secure all necessary licences and authorisations for publication of any such restricted material. The Customer hereby indemnifies Eleven Eight against any and all actions, claims losses, damages and liabilities arising from any breach of copyright or other intellectual property rights caused by the provision of material for publication by the Customer.

(f) In the event of cancellation the Customer shall be liable to pay 100% of the total contract price specified unless otherwise negotiated. Any such negotiation will be included in the Letter of Agreement under the title of 'Kill Fee', and will specify a scale for remuneration in accordance with the works completed at the time of cancellation.

(g) For all Services, Eleven Eight shall produce the finished works according to the agreed creative brief either on or before the completion date agreed by both parties. The customer must submit any requests for amendments or revisions within 5 working days of receipt of the finished works. Failure to do so will constitute the customer's approval of the finished works, and Eleven Eight will invoice for the full contract fee. Any revisions or amendments requested after the date of invoice will incur an additional charge.

#### **4. Contract Prices and Fees**

(a) The prices or fees payable by the Customer shall be in accordance with Eleven Eight's rates of payment, as specified in the Contract of which these terms form part.

#### **5. Payment**

(a) The prices or fees payable by the Customer shall be in accordance with Eleven Eight's rates of payment, as specified in the Contract of which these terms form part.

(b) Failure to pay by the due date will entitle Eleven Eight to cancel any service being provided by giving written notice to the Customer and any part payment shall be retained by Eleven Eight. The time of payment and the price of the goods shall be the essence of the Contract.

(c) If payment shall not be made in accordance with Condition 5 (a) above, Eleven Eight shall pass the matter onto a collections agency and reserve the right to charge interest on overdue balances for the period from such date until the date of payment. This shall include any period after the date of any court judgement against the Customer. Interest shall be charged at the rate of 12.5% under the Late Payments of Commercial Debts Act 1998, plus

all penalty charges allowed by the same act at the time of contract.

**(d)** Payments are to be made by electronic bank transfer to Eleven Eight Media Ltd, Barclays Bank Plc, account number 22145079, sort-code 60-18-53. Cash and cheque payment shall only be accepted with prior approval.

**(e)** In the event of any cheques being accepted and subsequently dishonoured, a charge of £30 (or such other sum as Eleven Eight may from time to time advise the Customer) will be made to the Customer to cover bank and administrative costs.

## **6. Eleven Eight Copyright**

**(a)** All creative, strategic and training materials provided by Eleven Eight in respect of the Contract shall be the absolute property of Eleven Eight and shall remain so until such date as full payment is made by the Customer. On such date, all rights to the same shall pass to the Customer, for use as detailed in the Contract. Further reproduction, imitation or creation of derivative works of the same is prohibited unless consent is given in writing. Such consent may be subject to further reimbursement.

**(b)** All Eleven Eight's rights are reserved in respect of the Services provided for this or any other Contract.

**(c)** In the event of a cancellation of the Contract for whatever reason the Customer shall forthwith return to Eleven Eight all documentation and information provided by Eleven Eight in electronic or any other form. All copyright, patent, trade secret and intellectual property and performance rights in the Services which Eleven Eight may provide in relation to the Contract shall remain vested in Eleven Eight (or the owner thereof for the time being). The Customer shall not acquire any intellectual property rights or licence relating to the Services, and may not copy or reproduce, the same.

**(d)** Unless otherwise agreed in writing between Eleven Eight and the client, Eleven Eight shall be entitled to include all works in a portfolio, to be viewed either on Eleven Eight's website or in hard or e-copy for distribution to prospective clients. This includes Eleven Eight's right to add the client's name to a client list for similar distribution.

**(e)** The client undertakes to supply a hard copy of any printed materials for Eleven Eight's own promotional purposes.

## **7. Liability**

**(a)** Except in respect of death or personal injury caused by the Company's negligence Eleven Eight shall not be liable to the Customer by reason of any representation, or any implied warranty condition or other term or any duty at common law or under express terms of the Contract, for any consequential loss or damage (whether loss of profits or otherwise) costs expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the Contract except as expressly provided in these terms.

**(b)** Eleven Eight shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing its obligations under the Contract or any failure so to perform, if the delay or failure was due to any cause beyond Eleven Eight's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:

- (i) Act of God, explosion, flood, tempest, fire or accident.
- (ii) War or threat of war, sabotage, insurrection, civil disturbances or requisition;
- (iii) Acts, restrictions, byelaws, prohibitions or measures of any kind on the part of any government, parliamentary or local authority;
- (iv) Import or export regulations or embargoes;
- (v) Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Eleven Eight or of a third party)
- (vi) Difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- (vii) Power failure or breakdown in machinery

(c) Without prejudice to the foregoing Eleven Eight shall in no circumstances be liable for any loss, damage, costs or expenses, which exceed in the aggregate the fees payable by the Customer.

## **8. Insolvency of the Customer**

This clause applies if:

- (a) the Customer proposes any voluntary arrangement or enters into any compromise or other arrangement with its creditors; or
- (b) an encumbrance takes possession, or a receiver or manager is appointed of any of the property or assets of the customer, or
- (c) being an individual or firm the customer becomes subject to a bankruptcy petition or becomes bankrupt, or
- (d) being a Company the Customer becomes subject to a winding-up petition or goes into liquidation or becomes subject to a petition or an administration order or upon the making of an administration order, or
- (e) the Customer ceases, or threatens to cease, or carry on business; or
- (f) Eleven Eight reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- (g) If this clause applies then without prejudice to any other right or remedy available to the Company, Eleven Eight shall be entitled to cancel the Contract or suspend the performance of the Contract without liability to the Customer.

## **9. Notices**

Any notice required or permitted to be given by either party to the other under these terms shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may be at the relevant time have been notified pursuant to this provision to the party giving the notice. No waiver by Eleven Eight of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

## **10. Severability**

If any provision of these terms is held by any competent authority to be invalid the remainder of the provisions in question shall not be affected thereby.

## **11. Proper Law**

The Contract shall be governed by and construed in accordance with the laws of England and Wales.

## **12. General**

- (a) The Customer shall not be entitled to assign its rights or transfer any of its rights or obligations under the Contract, in whole or in part, without prior written consent of Eleven Eight.
- (b) The expiration or termination of the Contract, however arising, shall be without prejudice to any provisions of the Contract (including these Conditions), which are to have effect after the date of such expiration or termination.
- (c) Eleven Eight undertakes not to disclose commercially sensitive information that is shared prior to or following formal engagement, and will add a nondisclosure clause to any letter of agreement at the client's request.