

Please see below for our Terms & Conditions, which have been designed to protect your rights as a client, as well as our rights and those of our staff and their work.

By using the services of the Marine Advertising Agency Ltd ("MAA") you agree to the Terms and Conditions of Use ("TERMS AND CONDITIONS") as outlined below. Please acquaint yourself with our TERMS AND CONDITIONS before submitting any order for graphic design, print, website design and hosting, PR, communications or consultancy services ("THE PROJECT"). If you do not accept these Terms and Conditions, you may not use MAA services.

In the context of these TERMS AND CONDITIONS: preliminary designs "PRELIMINARY DESIGN(S)" refers to the initial design idea(s) presented to THE CLIENT by MAA as part of THE PROJECT; design revisions ("REVISION(S)") shall refer to changes to PRELIMINARY DESIGNS and/or new artwork, within THE PROJECT's original brief, and AFTER presentation of PRELIMINARY DESIGNS; final artwork ("FINAL ARTWORK") shall refer to the artwork that THE CLIENT has approved as a completed artwork, and the artwork that THE CLIENT wishes to take delivery of, as well as obtain copyright transfer of (if applicable).

### TERMS & CONDITIONS

#### 1.0 Understanding

1.1 Proposals/Quotes are based on MAA's knowledge and understanding of THE CLIENT'S requirements. If as a result of any scoping undertaken by MAA or any of its appointed agents or by any other means we become aware that THE PROJECT to be delivered varies significantly from the prevailing understanding we will inform THE CLIENT at the earliest reasonable opportunity. Any such variations may affect the scope delivery schedule and or cost of THE PROJECT. In the event that a proposal is made and accepted but the briefing did not specify fully the type or level of work required MAA reserves the right to notify THE CLIENT accordingly and to charge for additional work done which was not indicated in the original briefing.

1.2 Provision of artwork Fee quoted for THE PROJECT does not include any PRELIMINARY DESIGNS, REVISIONS, layered digital files (Adobe Photoshop and Illustrator raw files) and mock-ups.

1.3 Final Artwork The fee quoted for THE PROJECT includes one set of FINAL ARTWORK in Print Ready PDF format. A CD of the originating document (Quark Express, Adobe Indesign and support files (flattened & outlined Adobe Photoshop and Illustrator files saved as .eps.tif.jpg) can be provided at an additional cost (POA). Changes to FINAL ARTWORK OF THE PROJECT once signed off will be provided at an additional cost (POA) based on the extent and complexity of the changes.

1.4 Billable Items In addition to the fees and costs estimated for THE PROJECT, costs incurred for outside services (POA), messengers and courier services are billable. Travel expenses will also be billed at current HMRC rates.

1.5 Purchasing All purchases made on behalf of THE CLIENT will be billed. In all cases, such prices will reflect a reasonable markup. Charges for VAT, insurance, storage and shipping & handling are additional to the price of each purchase. In the event that THE CLIENT purchases any materials, services or items other than those specified by MAA, it is accepted that MAA is not liable for the cost, quality, workmanship, condition or appearance of such items.

1.6 Project communication In the course of THE PROJECT, MAA will remain in contact with THE CLIENT regarding progress, edits, revisions and scheduling. If THE CLIENT fails to provide necessary feedback to MAA regarding any edits and/or revisions within 28 days, THE PROJECT may be subject to termination and placement in our STALE DATED database. Any STALE DATED project is subject to a reactivation and unarchiving fee. This fee is at the sole discretion of MAA. Any work produced by MAA for THE PROJECT will be billable at this time and all artwork, designs, edits, revisions and work product created in THE PROJECT remain the exclusive copyright and intellectual property of MAA.

1.7 Term of Proposal Proposals/quotes are valid for 30 days. Proposal/quotes approved by THE CLIENT are binding upon MAA and THE CLIENT beginning on the date of THE CLIENT'S approval by signature or email.

#### 2.0 Ordering

2.1 Acceptance THE CLIENT will be deemed to accept the price quoted by MAA on placing of an order.

2.2 Authorisation THE CLIENT agrees that it authorises its representatives whether employees, agencies or other to place orders on its behalf. MAA is entitled to believe that employees and or agencies acting on behalf of THE CLIENT from whom it has previously accepted orders shall be deemed an authorised representative of THE CLIENT whether notified in writing or otherwise. In the event that such persons are no longer authorised to place orders THE CLIENT agrees to notify MAA in writing at least four weeks before authorisation ceases and takes over any authorisations made by such person. For clarity all persons and agencies from whom MAA have previously accepted orders are regarded as authorised persons unless otherwise informed as outlined above.

2.3 Approval THE CLIENT will be required to proof all work produced by MAA and give approval for it to go to print or to be distributed. If there are any mistakes that are not design based, THE CLIENT accepts any additional costs resulting from any mistakes in approved work.

2.4 Purchase order numbers Where THE CLIENT operates a specified ordering system it agrees to notify MAA of the relevant details when the order is placed and agrees to provide MAA with all the relevant details to enable MAA to comply with the system.

2.5 Acceptance of THE PROJECT THE CLIENT will be deemed to accept FINAL ARTWORK, printed material or goods for THE PROJECT unless it notifies MAA within seven days of receipt that it is unacceptable. Such notification must be in writing (when requested by MAA) setting out clearly the reasons why the work is unacceptable. THE CLIENT agrees not to use work it has deemed unacceptable but to return it immediately to MAA and to destroy all copies except those needed for the purpose of pointing out what is unsuitable. In the event of THE CLIENT deeming the work provided by MAA as unacceptable with adequate notification, MAA reserves the right to be given 28 days to redo the work.

#### 3.0 Intellectual Property

3.1 Copyright Any materials or artwork created by MAA or its agents remain the copyright of MAA or its agents respectively and may not be commercially reproduced or re-sold unless by prior agreement with MAA.

3.2 Transfer of Copyright Unless specified otherwise, MAA retains the ownership

of copyright. Otherwise in an agreement in writing prior to commencement of THE PROJECT, upon full payment of all fees and costs for THE PROJECT, MAA agrees to transfer the ownership of copyright to THE CLIENT (if applicable). MAA retains the right to utilise ANY artwork, designs, edits, revisions and work product from THE PROJECT in advertising, promotion and other display such as on the MAA website and other MAA assets. All artwork, designs, edits, revisions and work product created in THE PROJECT (other than the FINAL design accepted by THE CLIENT) remain the exclusive copyright and intellectual property of MAA. Any use of this work project by THE CLIENT and/or their assigns is strictly prohibited without written, prior permission by MAA.

3.3 Ownership of files Unless specified otherwise, MAA retains ownership of all files relating to the THE PROJECT. These shall be kept for a minimum of 12 months by MAA and will be archived after three months after completion of THE PROJECT (unarchiving fee may apply if files needed for a new fee).

3.4 Copyright Infringements MAA is not responsible for any copyright infringements caused by or relating to materials provided by THE CLIENT or its agents. MAA reserves the right to refuse acceptance of any material over which copyright may apply unless adequate proof is provided of the right to use it.

3.5 Credit Unless otherwise agreed, MAA shall be accorded a credit line on all printed and online material to read: "Designed by Marine Advertising Agency".

#### 4.0 Confidentiality

4.1 Ownership of Information All trade or professional information other than information in the public domain given to any of the parties or their respective employees by the other shall remain the property of the party giving that information. Each of the parties agrees to use all reasonable means to prevent the disclosure of any trade or professional information not in the public domain to any third party or to any of its employees or agents other than that required to carry out THE PROJECT. MAA or its agents shall not be liable for any loss or consequence arising from the disclosure of any information provided by THE CLIENT, its agents or third parties for the purpose of carrying out THE PROJECT where THE PROJECT is intended for publication.

#### 5.0 Termination Policy

5.1 THE CLIENT and MAA may terminate THE PROJECT based upon mutually agreeable terms to be determined in writing. In these circumstances, any work produced by MAA for THE PROJECT will be billable at this time and all artwork, designs, edits, revisions and work product created in THE PROJECT remain the exclusive copyright and intellectual property of MAA.

5.2 MAA may terminate THE PROJECT if THE CLIENT fails to pay any sum due pursuant to the contract within seven days of the final due date provided that written notice has been supplied. All artwork, designs, edits, revisions and work created in THE PROJECT remain the exclusive copyright and intellectual property of MAA.

5.3 Any party may terminate THE PROJECT if the other commits any material breach of any term of the contract and which shall not have been remedied within sixty days of a written request to remedy the same.

#### 6.0 Payment Terms

6.1 Schedule of Payment The CLIENT will be invoiced for work carried out upon

completion of work or at regular intervals by prior arrangement. In some cases a mutually-agreed Schedule of Payment will be drawn up in writing at the quotation stage for approval by THE CLIENT in advance.

Payment can be made by cheque, made out to 'The Marine Advertising Agency Ltd', or BACS transfer can be arranged; details are available upon request.

Monthly contracts are paid by Standing Order on the first day of each month. If THE CLIENT terminates their contract before the expiry date set by both THE CLIENT and MAA, any outstanding sum due must be paid within 30 days of the final invoice.

6.2 VAT All prices quoted are exclusive of VAT and this shall be charged at the current prevailing rate.

6.3 Credit Payment of our invoices by THE CLIENT is due within 30 days of the date shown on the invoice, unless agreed otherwise.

6.4 Late Payment If any sum payable to MAA in relation to THE PROJECT is in arrears for more than 14 days after the due date then MAA reserves the right without prejudice to any other right or remedy to charge interest on such overdue sum on a day to day basis from the original due date. This penalty charge will be 8 percent above the base interest rate on the total amount owed. All debt recovery or court costs incurred will be added to the sum owed by THE CLIENT.

6.5 Ownership of Goods All goods material and equipment provided by MAA under this THE PROJECT shall remain the property of MAA until paid for in full by THE CLIENT.

7.0 Governing Laws The TERMS AND CONDITIONS outlined above shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.

#### 8.0 Delivery

8.1 Whilst every reasonable effort shall be made to keep to any delivery date, time of delivery shall not be of the essence and the seller shall not be liable for any losses, costs, damages or expenses incurred by the buyer or any other person or company arising directly or indirectly out of any failure to meet any estimated delivery date.

8.2 Unless otherwise agreed the seller may deliver by instalments and in such case each instalment shall be treated as a separate contract and any delay, default or non-delivery on respect of any instalment by the seller shall not entitle the buyer to cancel the remainder of the contract.

8.3 Failure by the buyer to pay for any instalment or delivery when due shall entitle the seller to withhold further deliveries and the buyer shall be liable for any costs incurred by the seller relating to such goods or services which the seller is then entitled to withhold.

8.4 Delivery of the goods and services shall be made to buyer's address and the buyer shall make all arrangements necessary to take delivery of the goods whenever they are tendered for delivery.

(01/05/2013)