

Standard Conditions of Contract of

LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING

1. PRICE VARIATION

Estimates are based on LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING's current costs of production. Unless otherwise agreed they are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.

2. CURRENCY AND TAX

All prices quoted are in £ sterling. Euro based quotations are at the current rate at the date of documentation. They are subject to currency fluctuations based on the NAT WEST PLC exchange rate and are exclusive of Value Added Tax unless otherwise stated.

3. PRELIMINARY WORK

All work carried out whether experimentally or otherwise at the customer's request shall be charged for.

4. COPY

A charge may be made to cover any additional work involved where copy supplied by the customer is not clear and legible.

5. PROOFS

Proofs of all work may be submitted for the customer's approval. LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING shall incur no liability for any errors not corrected by the customer in proofs. Customer's alterations and additional proofs necessitated thereby shall incur additional charges. When style, type or layout is left to LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING's judgement, changes therefrom made by the customer shall be charged at additional rates.

6. DELIVERY AND PAYMENT

6.1 Delivery of work shall be accepted when tendered or, if earlier, on notification that the work has been completed.

6.2 Unless otherwise specified the price quoted is for delivery of the work to the customer's address given in the estimate. A charge may be made to cover any extra costs involved for delivery to a different address.

6.3 Should expedited delivery be agreed an extra charge may be made to cover any overtime or any other additional costs involved.

6.4 Should work be suspended at the request of or delayed through any default of the customer for a period of 30 days LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING shall be entitled to payment forthwith for work already carried out, materials specially ordered and other additional costs including storage.

6.5 Payment of invoices shall be made within the time period specified on the Estimate and Invoice.

6.6 An administrative charge of £100 per month shall be charged on all late payments and in addition LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING reserves the right to charge interest at the rate of 4% per annum above the base lending rate of NAT WEST PLC on all amounts overdue, calculated from the date the monies were due as shown on the invoice.

7. PROPERTY

7.1 Property in the work shall remain with LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING until payment in full has been made by the customer to LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING of all monies owed by the customer to LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING on any account whatsoever and whether for work or otherwise.

7.2 So long as property in any work remains with LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING the customer shall hold the same as fiduciary agents and bailee for and of LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING.

7.3 So long as property in any work remains with LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING the customer shall store all works in its possession in such a place or way as clearly to indicate that LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING is the owner thereof.

7.4 Nothing in this clause shall prevent the customer from selling the work in the ordinary course of business to a third party on the condition that if the customer owes money to LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING or the payment of such monies is the subject to dispute between the customer and such third party, the customer will:-

7.4.1 pay all such monies into a separate account in trust for LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING; and

7.4.2 transfer all the rights and claims the customer has in relation to such third party to LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING.

7.5 Any claim which the customer might have against LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING shall not be a claim against or deducted from the proceeds of sale of the work (to which proceeds LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING shall be entitled as aforesaid) but shall only be an unsecured claim in personam against LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING.

7.6 LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING may for the purposes of recovering any work or of taking an inventory thereof or of confirming compliance with the terms of this or any other contract relating to work enter upon any premises where any work is stored or at which LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING reasonably believes it to be stored.

7.7 No charge is or is intended to be created or conferred by the customer as a result of this condition and no property (legal or equitable) is intended to pass to the customer (prior to payment in full for all sums mentioned in condition 7.1) over which any such charge could be created.

7.8 Each sub-condition of this Condition shall be read and construed as a separate condition and if any one or more sub-conditions hereof shall be found to be invalid or ineffective for any reason such finding shall not affect the validity and effect of the others or other of them.

8. VARIATIONS IN QUANTITY

Every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of 5 per cent for work in one colour only and 10 per cent for other work being allowed for overs or shortage (4 per cent and 8 per cent respectively for quantities exceeding 50,000) the same to be charged or deducted.

9. CLAIMS

9.1 Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING and the carrier within three clear days of delivery (or, in the case of non-delivery within 28 days of despatch of the work). Any claim in respect thereof must be made in writing to LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING and the carrier within seven clear days of delivery (or, in the case of non-delivery, within 42 days of despatch). All other claims must be made in writing to LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING within 28 days of delivery. LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the customer proves that:-

9.1.1 it was not possible to comply with the requirements; and

9.1.2 advice (where required) was given and the claim made as soon as reasonably possible.

10. LIABILITY AND EXCLUSIONS

10.1 LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING shall not be liable for any loss to the customer arising from delay in transit not caused by LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING.

10.2 Subject as expressly provided in these conditions, and except where the work is sold to a person dealing as a customer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

10.3 LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING shall be under no liability for any loss or damage howsoever incurred which arises in respect of indirect or consequential loss or damage.

10.4 LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING shall be under no liability for any loss or damage howsoever caused which arises in respect of the customer's liability to a third party whatsoever. All legal compliance of goods supplied by LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING is the sole responsibility of the client.

10.5 Without prejudice to any other terms of these Conditions, LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING shall be under no liability for any loss or damage of whatsoever kind howsoever caused or arising unless the same shall be due to the wilful default of LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING.

10.6 If, notwithstanding clauses 10.1 and 10.5 inclusive, LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING is found liable for any loss or damage, that liability shall in no event exceed the cost of the work under the appropriate invoice.

10.7 LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING shall be under no liability for any additional.

11. STANDING MATERIAL

11.1 Metal, film and other materials owned by LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING and used by it in the production of type, plates, dies, moulds, film-setting, negatives, positives and the like shall remain its exclusive property. Such items will normally be available to the customer for use in connection with repeat work. LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING reserve the right to destroy such items at the end of 12 months from the date of the initial order and will normally do so. Should any of the items not be available due to loss, damage or deterioration by age, LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING will be responsible for any costs in relation to their manufacture or replacement.

11.2 The items referred to in clause 11.1 when supplied by the customer shall remain the customer's property. LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING will hold such items for the customer for up to 12 months whereupon rent may be chargeable for storage if LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING so decide. After 12 months, should any of the items not be available due to loss, damage or deterioration by age, LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING will not be responsible for any costs in relation to their manufacture or replacement.

11.3 Any duplication sets of plates or film supplied by LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING to the customer shall be at LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING's current prices.

12. CUSTOMER'S PROPERTY

12.1 Except in the case of a customer who is not contracting in the course of business nor holding himself out as doing so, customer's property and all property supplied to LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING by or on behalf of the customer shall while it is in the possession of LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING or in transit to or from the customer be deemed to be at the customer's risk unless otherwise agreed and the customer should insure accordingly.

12.2 Any loss by LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING of the customer's artwork or transparencies be limited to £250 per transparency and £500 per job for artwork.

12.3 LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING shall be entitled to make a reasonable charge for the storage of any customer's property left with LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING before receipt of the order or after notification to the customer of completion of the work.

13. MATERIALS SUPPLIED BY THE CUSTOMER

13.1 LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING may reject any paper, plates or other material supplied or specified by the customer which appear to it to be unsuitable. Additional costs incurred if materials are found to be unsuitable during production may be charged except that if the whole or any part of such additional costs could have been avoided but for unreasonable delay by LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING in ascertaining the unsuitability of the material then that amount shall not be charged to the customer.

13.2 Where materials are so supplied or specified, LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING will take every care to secure the best results, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied or specified.

13.3 Quantities of materials supplied shall be adequate or cover normal spoilage.

14. INSOLVENCY

14.1 If the customer ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person has bankruptcy petition issued against him, LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING without prejudice to other remedies shall:-

14.1.1 have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING; and:-

14.1.2 in respect of all unpaid debts due from the customer have a general lien on all goods and property in LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING's possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING thinks fit and to apply the proceeds towards such debts.

15. ILLEGAL MATTER

15.1 LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING shall not be required to print any matter which in its opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party.

15.2 The customer, by instructing LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING to carry out the re-production, re-touching, image processing, image manipulation, graphic duplication or printing, expressly warrants that it is entitled and authorised to give such instruction to LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING and further warrants that such matter requiring printing by LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING does not and/or will not infringe any intellectual property rights of any third parties.

15.3 LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING shall be indemnified by the customer in respect of any claims, cost and expenses arising out of any libellous matter or any infringement or potential infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed for the customer. The indemnity shall extend to any amounts paid on legal advice in settlement of any claim.

16. WAIVER, FORBEARANCE AND VARIATION

16.1 LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING's rights shall not be prejudiced or restricted by any indulgence or forbearance extended to the customer and no waiver by LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING in respect of any breach shall operate as a waiver in respect of any subsequent breach of the same or any other provision.

16.2 No variation to these Terms and Conditions shall be binding unless agreed in writing between the authorised representative of the customer and LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING.

17. FORCE MAJEURE

LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING shall be under no liability if it shall be unable to carry out any provision of the contract for any reason beyond its control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the customer may by written notice to LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

18. LAW

These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England and LAURENCE DUNN LIMITED T/A JOURNEYS MULTIMEDIA MARKETING and the customer submit to the exclusive jurisdiction of the English Courts.

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