

## WebsEdge Limited

### Terms & Conditions

#### 1. Terms & Conditions

The following terms and conditions apply to the Contract (see definition below) and each future request for the supply of services and/or materials received by the agency from the Partner (see definition below) from time to time unless otherwise agreed in writing. The supply of the Deliverables (see definition below) shall be subject to these terms, which shall take precedence over any terms and conditions of the Partner.

#### 2. Definitions

In these terms and conditions the following words shall have the meanings given in this clause:

- 2.1 "Agency" means WebsEdge Limited of 141 Wardour Street, London, W1F 0UT, a Company registered in England and Wales with Company No. 3520183;
- 2.2 "Partner" means the person, firm or company described as such in the Partnership Order Form. Nothing in this agreement shall create or be deemed to create a legal partnership;
- 2.3 "Contract" means the contract consisting of the Partnership Order Form and these terms and conditions and concluded by the Partner signing the Partnership Order Form and returning it to the Agency;
- 2.4 "Deliverables" means the services and/or materials to be supplied by the Agency under this Contract described in the Partnership Order Form being the production of a short televisual to be shown as part of a series of television and news programmes to be broadcast on a closed network of plasma screens to delegates at the conference specified in the Partnership Order Form (or in the event of a change of venue or date, at the conference as relocated or rescheduled) in the hotel rooms of selected hotels at which delegates are expected to stay and by any other means specifically agreed.
- 2.5 "Partnership fee" means the fee to be charged by the Agency for the Deliverables and specified in the Partnership Order Form;
- 2.6 "Rights" means all copyright, design rights (whether registered or unregistered), patents, rights and trademarks (whether registered or unregistered) database rights or other intellectual property rights in the Deliverables, for the full term of those rights, worldwide.

### **3. *The Agency's Obligations***

The Agency will use its reasonable care and skill in the production and supply to the Partner of the Deliverables provided for in the Partnership Order Form and otherwise agreed in writing.

### **4. *Consideration***

In return for the Agency's production and supply of Deliverables, the Partner shall pay the Partnership Fee within 30 days of invoice. The Agency will raise an invoice for the Partnership Fee upon the return of the signed Partnership Order Form.

The Agency reserves the right to require the Partner to pay the total Partnership Fee up front before the Agency commences any work. If a final Partnership Fee has not been agreed at the time of concluding the contract, the Agency will require the Partner to pay a percentage of the estimated total Partnership Fee in advance to cover the Agency's time in attending meetings and/or producing Deliverables in advance of a final sign off by the Partner of the budget.

### **5. *Deliverables and Changes***

The Partner warrants that Deliverables referred to overleaf are accurate in all respects and accord with the services that the parties have agreed will be provided. As the Partnership Fee and any preset dates for supply of the Deliverables will be agreed on the basis of that information, any changes to it after the conclusion of the Contract, whether resulting from alterations by the Partner, delay in providing the Agency with materials, information, instructions or authorisations, supply of faulty materials to the Agency by the Partner, or any other circumstances beyond the Agency's control, will be subject to extra charges for the Agency's time and work and may involve delays in supply. The Partner will pay these extra charges and reimburse the Agency for any third party charges or expenses incurred by the Agency.

### **6. *Production***

Unless otherwise agreed in writing, the Agency will arrange and oversee all production and post production related to the provision of the Deliverables. Should it be agreed that the Partner arranges any production work itself, then in that regard, the Agency shall not be responsible for the booking, supervision or quality control of any relevant facilities, nor will it be responsible for payment of any related charges. Not less than ten days prior to the conference referred to in the Partnership Order Form, the partner will proffer to the Agency its selected representative(s) to take part in the pre-recorded production forming part of the Deliverables. In proffering its selected representative(s), the Partner warrants that it has

obtained all necessary consents, permissions and licences from each representative. The Partner will obtain and retain an appropriate form of written consent signed by each representative expressly agreeing to his or her inclusion in the Deliverables.

## **7. *Approvals***

The Agency agrees to use its reasonable endeavours to obtain the Partner's approval of the final televisual.

Where materials are sent to the Partner for approval, the Partner shall check them carefully and notify the Agency by email, fax or post of any errors or alterations. The Agency will use its reasonable endeavours to effect the changes so notified but the Agency reserves the right to charge extra if any of these alterations either go beyond the original Deliverables or are notified to the Agency more than three working days after their supply to the Partner. Where notification of errors is either delayed in this way or does not occur at all before publication, the Agency will not be liable in respect of any such errors. The Agency will also not be liable in respect of errors occurring where the Partner either does not pay for proofs or mockups or oversees the print and production process or does not allow enough time in the production schedule to check layouts, copy, pagination or other content aspects.

## **8. *Rights***

The Partner shall have a royalty free licence, coming into effect on payment of the relevant invoice to use the Deliverables for its own marketing purposes. Such licence shall be automatically terminated if the Partner either:-

- 8.1 Does not pay the Partnership Fee in full by the due date; or
- 8.2 (Being a Company) passes a resolution for winding up otherwise than for the purposes of solvent amalgamation or reconstruction or a Court makes an Order to that effect; or
- 8.3 (Being a partnership or other unincorporated association) is dissolved or (being a natural person) dies; or
- 8.4 Becomes or is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or
- 8.5 Has a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer appointed over any of its assets; or

**8.6 Ceases or threatens to cease to carry on business.**

If the Partner wishes to use the Deliverables in ways going beyond the parameters set out above, it must approach the Agency for prior written consent.

Insofar as use of the Deliverables as per the Contract involves use of third party material, the Agency will secure such licence as is necessary to allow the required use of the same.

Subject to the above and to the rights of any third party, ownership of the Rights shall remain vested in the Agency unless and until any assignment or other disposition of the Rights is agreed between the parties in writing.

For the avoidance of doubt, where the Agency makes any presentation to the Partner going beyond the Deliverables, the Partner shall have no right to make use of any material contained in such presentation unless and until a separate contract is concluded between the parties.

Use of this may involve the Partner in continuing liability to third parties, for example for royalties, licence fees and performance fees. The agency will endeavour to notify the Partner of these as soon as practicable during the production process.

If, during or after the use of the Deliverables, envisaged in this Contract, the Partner wishes to use or authorise another to use the Deliverables or any part thereof in ways outside those contemplated in this Contract, the Agency will not unreasonably withhold its consent for such use but may make such consent conditional on prior agreement between the parties as to reasonable fees and/or royalties.

**9. *Compliance***

It shall be the sole responsibility of the Partner to ensure that the Deliverables comply with all local laws (whether consumer, public or civil), regulations or codes in all countries in which use is intended as stated in the contract. It shall also be the Partner's responsibility to ensure that the Deliverables carry all disclaimers, warnings and public information which any competent lawyer of a client in any of the relevant jurisdictions will advise.

Accordingly, the Partner agrees to indemnify and hold harmless the Agency and its agents and employees from any liability, costs, loss, damages award, sum payable by way of settlement or other expense of any kind (including reasonable legal fees), arising from any

claim, demand or action alleging that the Deliverables or use of them are contrary to any law, code or regulation in any country.

#### ***10. Publicity and Examples***

Notwithstanding the licence described in clause 8 above or any other disposition of the Rights agreed between the parties, the Agency shall have a continuing right to use the Deliverables for the purposes of advertising or otherwise promoting the Agency's work. The Partner shall unless otherwise agreed mark all design work supplied as part of the Deliverables with the phrase "production by WebsEdge Limited" (or appropriate variants as agreed) in a suitable place. The Agency reserves the right to request the non-appearance or removal of this credit in any particular case. The Partner shall comply with any such request within thirty days but shall not thereby be obliged to make changes to materials already produced or published.

#### ***11. Trademarks and Domain Names***

If any Deliverables use any trademarks, trading styles or trade names ("Marks"), or any pre-recorded footage owned by the Partner or under its control, it is agreed that the Agency shall have the right to use or allow use of any such Marks or footage for the purpose of fulfilling the Agency's obligations under the Contract. The Agency shall not gain any rights over such Marks or footage by virtue of such use, but the Agency shall be entitled to use the Marks and footage both during and after the production and supply of the Deliverables to promote and advertise its own work.

It shall be the Partner's responsibility to ensure that all domain names used in connection with the Deliverables are where practicable properly registered and do not infringe any third party rights and that any Marks or footage of the Partner or any third party used in the Deliverables, including such Marks as are supplied by the Agency as part of the Deliverables, are used in a manner which neither undermines the Partner's rights in its Marks nor infringes any third party rights. The Partner expressly indemnifies the Agency against any loss or expense arising howsoever (including but without prejudice to the generality of the foregoing any liability for the Agency's own legal costs), as a consequence of any claim arising in any way howsoever out of the Agency's use of material supplied by the Partner.

#### ***12. Rejection or Cancellation***

12.1 If written notice of cancellation is received by the Agency within seven days of the signed order form being received, the Agency will, to the extent that it has been paid,

refund and to the extent that it has not been paid, remit, the entire liability for the Partnership Fee.

- 12.2 If written notice of cancellation is received between seven and twenty one days of the signed order form being received by the Agency, the Agency will remit or refund as appropriate 50% of the Partnership Fee.
- 12.3 Receipt of any purported notice of cancellation outside the timescales given above will be of no consequence. The Partner will be responsible for the full Partnership Fee as if purported cancellation had not taken place, excluding such committed third party expenses as the Agency is able to avoid liability for within its existing contractual commitments to suppliers.

### **13. *Property***

Where Deliverables are supplied to the Partner on computer disks, CD, DVD or other electronic storage method, then the Agency remains the owner of these storage media and reserves the right to require immediate return of them. Should any artwork be supplied to the Partner in digital form, the Partner may not amend it or otherwise use it for purposes outside those contemplated by this contract without the Agency's express prior written permission.

### **14. *Liability***

The Agency accepts liability for its own negligence or faults in the Deliverables but only to the extent stated in this clause.

The Agency does not exclude or restrict its liability for death or personal injury resulting from negligence.

The Agency's liability to the Partner in contract law or in tort or otherwise howsoever arising in relation to this contract is limited to the amount of the Partnership Fee.

The Agency will not be liable to the Partner for any loss or destruction of the software or systems, temporary or otherwise, which occurs following use of the Deliverables except and to the extent that it is caused by the wilful default of one of the Agency's employees.

Although the Agency will endeavour to ensure that the Deliverables contain no software routine designed to permit unauthorised access, disable or erase existing software or software contained in the Deliverables or any data or hardware, the Agency shall not, except

insofar as it cannot exclude its liability for death or personal injury caused by its negligence, be liable for any damage, physical or otherwise, loss or expense caused either directly or indirectly by the use of the Deliverables.

The Agency shall not be liable in any way in respect of any failure, delay or defect in the supply or use of the Deliverables caused by the supply or specification by the Partner of unsuitable material or content or by the reproduction of the Deliverables by a third party. Without prejudice to the generality of the foregoing, the Partner acknowledges that third parties directly concerned with the broadcast of the Deliverables may impose conditions as regards both content and quality and if upon being advised of such conditions by the Agency the Partner's instructions render the Agency unable to meet the conditions so imposed the Agency cannot be held responsible.

Where such event could not reasonably have been prevented or controlled by the Agency, the Agency is not liable to the Partner if any hardware or software used in conjunction with the Deliverables malfunctions, fails or is otherwise unable to communicate with other systems or internet users (including where computer viruses have caused such failures) such that the use of the Deliverables is hindered or impeded.

In any event, the Agency is not liable to the Partner for the following damage howsoever caused and even if foreseeable by the Agency:

- 14.1 Economic loss including loss of profits, business, contracts, revenues, goodwill, production and anticipated savings of any description;
- 14.2 Loss arising from any claim made against the Partner by any other person; or
- 14.3 Loss or damage arising from the Partner's failure to fulfil its responsibilities or any matter under the control of the Partner.

#### **15. *Sub-Contracting and Assignment***

The Agency may sub-contract any or all of its rights and obligations hereunder and may, with the Partner's consent, such consent not to be unreasonably withheld assign the benefit and burden of its rights and obligations hereunder to any other entity.

#### **16. *Confidential Information***

Neither party shall divulge any confidential information which is supplied to it about the other party in the course of this contract or any pre-contract discussions, other than information

forming part of the public domain other than through a breach of this clause or any other obligation of confidence.

### ***17. Termination***

Either party may by notice in writing to the other terminate this contract forthwith upon the happening of one or more of the following events.

- 17.1 If the other shall fail to make any payment due hereunder within seven days of the due date or to remedy any other breach within 30 days after being required to do so in writing.
- 17.2 If the other shall be involved in any of the situations described at clause 8.2 to 8.6 above.

Such termination shall be without prejudice to the parties' accrued rights and liabilities, for example, the Agency's entitlement to payment for work done or the Partnership Fee.

### ***18. Matters Beyond the Agency's Reasonable Control***

The Agency is not liable for any breach of this contract caused by matters beyond its reasonable control including but without prejudice to the generality of the foregoing, the cancellation of the conference by the organisers, any failure on the part of the conference organisers, hoteliers or chief broadcasters to screen conference TV, acts of god, fire, lightening, explosion, war, disorder, flood, industrial disputes (whether or not involving the Agency's employees), weather of exceptional severity or acts of central or local government or other authorities.

### ***19. Entire Agreement***

This Contract is the entire agreement between the parties on the subject matter contained herein and supersedes all representations, communications and prior agreements between the parties in that regard.

Each party acknowledges that upon entering into this Contract it does not rely and has not relied on any representation (whether negligent or innocent), statement or warranty made or agreed to by any person (whether a party to this Contract or not) except those expressly referred to in this Contract. The only remedy available in respect of any misrepresentation

or untrue statement made to either party shall be a claim for damages for breach of contract under this contract. This clause shall not apply to any statement, representation or warranty made fraudulently, or to any provision of this contract which was induced by fraud for which the remedies available shall be those available under the law governing this contract.

## **20. *Third Party Rights***

A party who is not a party to this Contract has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Contract, but this does not affect any other right or remedy of a third party.

## **21. *Service of Notices***

Any written notice required by this Contract should be sent to the address of the intended recipient shown in the Partnership Order Form. Notices can be sent by hand, by post or by fax.

## **22. *Governing Law and Jurisdiction***

This Contract and any relevant interaction between the parties shall be governed by and construed in accordance with the laws of England and Wales and both parties agree to submit the non-exclusive jurisdiction of the Courts of England and Wales in relation to any claim, dispute or difference which may arise hereunder or in relation to any relevant interaction between the parties prior to this Contract.

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