

These terms and conditions shall govern the contract between (1) Brandwave Marketing Limited trading as Brandwave and (2) the Client. Brandwave may agree modifications to these terms but such modifications must be in writing signed by a Director of Brandwave and cannot be inferred from a course of behaviour.

1. SCOPE OF THE CONTRACT

- (a) Brandwave is a communications consultancy whose work includes creative campaigns, branding, point of sale, film production, animation, packaging, photography, website building and coding, event management, strategic consultancy, copy writing, public relations and other services relating to the marketing, advertising and promotion of the Client's goods and/or services and the Client's brand and corporate identity. Brandwave will provide such advice in accordance with a written proposal (which may be in the form of, and therefore includes, a quote) ("the Service").
- (b) Brandwave will provide the Service to the Client using reasonable care and skill and, unless Brandwave is prevented by circumstances beyond its reasonable control, in accordance with the agreed proposal/specification.
- (c) Save in exceptional circumstances for minor projects where Brandwave issue a written order confirmation all Client's orders must be in writing and incorporate/detail all of the work to be undertaken by Brandwave, the charges for the work and the agreed time schedule. A binding contract for the provision of the Service, incorporating these terms and conditions, will only be made when Brandwave confirm in writing the order received from the Client. An order placed by a Client in response to a proposal from Brandwave will not be binding upon Brandwave until it has been accepted in writing by Brandwave.
- (d) Subject to the provisions of Clause 10(d) the Client shall be expected to carry out a reasonable examination of the goods/ material supplied and if the Client shall have any complaint about the Service (including the quality of any goods provided as part of the Service) then written notice shall be given to Brandwave within 7 days of delivery from the date of the actual receipt of any goods supplied. In the absence of such notification the Client shall be deemed to have accepted the quality of the Service.
- (e) Brandwave may invite the Client to be present during stock/material purchases, video shoots, photo shoots and other production processes. If the Client is unwilling or unable to attend (or to be represented) then the Client must accept any creative decisions made by Brandwave in such circumstances. If the Client requires Brandwave to amend/redo any work arising from such an event then Brandwave reserves the right to charge an additional fee.
- (f) Brandwave will accept and act upon instructions communicated to it by any means by the Client and/or its representatives, agents or authorised persons and is not obliged to seek verification of such instructions.
- (g) During the course of the Service Brandwave and/or the Client may suggest modifications to the agreed proposal including delivery estimates and specification of the work. If proposed by the Client then such instructions must be confirmed in writing and such modifications must always be agreed in writing. Brandwave reserves the right to charge the Client additional fees and expenses for any modifications to the Service.
- (h) It is the practice of Brandwave to maintain computer records of its work following the completion of the project but it is not required to do so unless this has been expressly agreed as part of the Service. Any images, footage or data supplied by the client will only be stored for a maximum of 1 month following the end of the project.. Brandwave reserves the right to make a charge for the retrieval of work from storage
- (i) All original preparatory and development materials including but not limited to sketches, scamps, notes, mock ups, prototypes etc, as well as any source material, both digital and physical, produced by Brandwave as part of the Service remains the property of Brandwave unless expressly agreed in writing to the contrary and shall be promptly returned undamaged and unmarked at the end of the project under which they were created or whenever requested by Brandwave.
- (j) Where the brief is to produce creative concepts alone then unless expressly agreed otherwise Brandwave will deliver up to three concepts and such work will not include final copy or print ready artwork. Creative concepts produced by Brandwave are for internal use only by the Client and Brandwave shall not be responsible for the use of such material.

2. CLIENT'S OBLIGATIONS

- (a) The Client shall be solely responsible for providing Brandwave with all necessary information concerning its goods/services, the Service (including the scope of use required, rules of use, any relevant restrictions, any relevant statutory and regulatory controls and, if applicable, industry codes of practice), the market and generally. Brandwave shall not be responsible for any shortcomings in such information. The Client accepts that its knowledge and experience in its industry sector and of its goods/services is vital in this regard.
- (b) Any advertising material supplied by or on behalf of the Client must comply with all trade description and consumer protection legislation and any other applicable laws

and regulations. Brandwave shall not be responsible for any performance benefit or product claims which must be substantiated and verified by the Client before being supplied to Brandwave.

- (c) The Client shall be responsible for providing all necessary permissions, licenses and consents which may be required for the provision of the Service unless Brandwave has expressly agreed in writing to be responsible.
- (d) The Client warrants that it either owns or holds the necessary license(s) in respect of materials supplied by it to Brandwave in connection with the provision of the Service and shall indemnify Brandwave against all costs, claims, liabilities and losses if this is not the case.
- (e) The Client shall be responsible for signing off work when requested in accordance with the timing schedule and in a timely manner. It is the Client's obligation to ensure that the approval and sign off of work is undertaken by a representative of the Client of appropriate seniority. If Brandwave is required to amend/redo the work that has previously been signed off then an additional charge will be incurred.
- (f) Where there is a delay in sign off or Brandwave is required to make changes to work that has previously been signed off the Client must recognise that this is likely to affect the ability of Brandwave to meet subsequent deadlines and lead-times. Brandwave reserves the right in such circumstances to require the time schedule to be adjusted accordingly to enable Brandwave to meet its other work commitments.
- (g) Where Brandwave is to provide the Service at the Client's or a third party's premises, the Client shall:
 - (i) ensure that Brandwave has access to those premises, office accommodation and other facilities as reasonably required by Brandwave; and
 - (ii) ensure that appropriate insurances are held in respect of such premises; and
 - (iii) keep and maintain all materials, equipment, documents and other property of Brandwave ("Brandwave Materials") at the Client's or third party's premises in safe custody at its own risk, maintain the Brandwave Materials in good condition until returned to Brandwave and not dispose of or use the Brandwave Materials other than in accordance with Brandwave's written instructions or authorisation.

3. PITCHES

- (a) All intellectual property rights in and title to any material created by Brandwave and shown at a pitch remains with Brandwave.
- (b) All ideas and concepts of Brandwave which are disclosed to the Client as part of a pitch are confidential and shall remain the property of Brandwave and unless the same shall come into the public domain other than by reason of a breach of a duty of confidentiality due to Brandwave the Client shall not use any such ideas or concepts itself or disclose them to a third party without the written permission of Brandwave.
- (c) All pitches (other than those where purely the credentials of Brandwave are shown) shall be charged for at the previously agreed fee.
- (d) Save where Brandwave is commissioned in response to a pitch, all pitch materials including photography, sketches, mood boards and scamps must be promptly returned to Brandwave and no copies thereof shall be kept by the Client.

4. DELIVERY

- (a) The delivery times of the Service stated by Brandwave are reasonable estimates and Brandwave shall not be responsible for any delay that is not directly attributable to the fault of Brandwave which for the avoidance of doubt means any circumstances beyond Brandwave's reasonable control. Time shall not be of the essence unless expressly agreed in writing. Brandwave will use its reasonable endeavours to meet Client timescales.
- (b) The Client must supply Brandwave with all required materials in accordance with agreed work schedules and any failure to do so is likely to result in delay and/or additional charges.
- (c) Defective goods (which form part of the Service) will be replaced or if appropriate corrected (at Brandwave's discretion) subject to inspection and agreement by Brandwave. Defective goods must be returned to Brandwave for inspection within 14 days of delivery. Any returns must be adequately and appropriately packaged.
- (d) Brandwave will often invoice in respect of goods (including physical artwork) supplied as part of the Service when they have been dispatched for delivery. The Client must inform Brandwave when goods have not been received within 14 days from the date of the invoice or if later 14 days from the date of notification of dispatch
- (e) Brandwave is not responsible for any loss of material after it has either been collected

for delivery by a courier/delivery agent or after it has been delivered to the stipulated address.

- (f) Digital delivery will be to a predetermined email address.

5. CONTRACT PRICES/TITLE

- (a) The fee for the Service is as set out in any quote and usually includes costs and fees (plus additional charges for extras and modifications), in connection with the Service. In addition the Client shall be responsible for all reasonable expenses incurred by Brandwave in the delivery of the Service including but not limited to materials, electronic costs, courier fees, travel, accommodation and subsistence which will be charged to the Client at cost. VAT and any other local taxes will be charged as appropriate. The fees, expenses and taxes shall constitute the Contract Price.
- (b) Any quote given of the whole or any part of the Contract Price is based upon information available to Brandwave at the time and shall remain valid for 3 months and is given in good faith and all errors and omissions shall be excepted. Brandwave reserve the right to withdraw or amend a quote for work/fees at any time prior to the formation of contractual relations. All costs will be invoiced in GB Pounds Sterling or Euro's dependant on the quoted currency.
- (c) Brandwave charge a project and account management fee on all projects, this will be detailed in the quote and is charged at 15% as standard.
- (d) Brandwave reserve the right to make reasonable changes to the Contract Price to reflect increases to the costs of design time and production that could not reasonably have been anticipated at the time the Contract Price was quoted.
- (e) Any quote of the Contract Price assumes delivery of the Service to the principal business address of the Client or as stipulated in the agreed brief/proposal and additional charges may be incurred if delivery is then required to another address.
- (f) All quotes assume the supply to Brandwave of all content supplied by the Client (including but not limited to video images, text and brand guidelines) in a finished format suitable for reproduction unless otherwise stated in the proposal. Unclear documents or resource materials which are supplied to Brandwave by or on behalf of the Client which cannot be used without preparation thereof will usually result in an additional charge to the Client.
- (g) Any work that could not reasonably have been anticipated and taken into account when preparing a fee quote such as the conversion of file types, the supply of photographic material that is not of print quality or having to locate and extract required items from a large volume of Client material, may result in additional charges.
- (h) The Client must contact Brandwave concerning any queries with an invoice within 5 working days of receipt.
- (i) Payment of the Contract Price shall be made in GB Pounds Sterling or Euro's dependant on the currency quoted. Payment shall be within 14 days of the date of the invoice. Brandwave shall be entitled to charge statutory interest and claim compensation on overdue sums. Interest will be calculated from the invoice date to the date of payment.
- (j) The Client may not withhold payment of any part of the Contract Price or any expenses or other monies due to Brandwave by reason of claims or alleged claims against Brandwave unless the amount to be withheld has either been agreed in writing by Brandwave as due to the Client or has been awarded in adjudication, arbitration or litigation in favour of the Client in relation to the same project and save as aforesaid or where a claim is based on fraud all rights of deduction and/or set off are excluded.
- (k) Title to or license to use any property or intellectual property forming part of the Service shall pass to the Client when and only when the full Contract Price for the Service has been paid.
- (l) The Contract Price will be payable in accordance with a payment plan agreed with the Client in writing and which forms part of the contract. Brandwave reserve the right to withhold or suspend the Service where any payment or part thereof is outstanding. If the work schedule is changed at the request of the Client or as a consequence of its actions this shall not effect the due date of any payment in accordance with the original payment plan.
- (m) Brandwave reserves the right to require Clients to pay up to 100% of the total estimated project fee before the commencement of work.
- (n) All approved third party costs may be invoiced prior to commissioning and Brandwave reserves the right to wait until such costs have been paid before commencing work.
- (o) Brandwave reserves the right to withhold final delivery of work until the Contract Price has been paid in full. Where any part of the Contract Price is outstanding Brandwave reserves the right to withdraw the provision of any hosted server space which may result in the closing down of a website.
- (p) The Client shall pay Brandwave's expenses incurred by or in connection with recovery of monies owing by the Client to Brandwave.
- (q) All quotes make provision for up to two rounds of Client amends in respect of the Service (within each appropriate stage where the work is other than concept only). All additional work that is undertaken by Brandwave as a result of further Client amends will be charged for as additional work at Brandwave's hourly charge rates.
- (r) Unless Brandwave shall have agreed otherwise, final artwork will be supplied as a closed PDF file and Brandwave reserves the right to charge an additional fee to deliver work in another format.
- (s) Brandwave reserve the right to charge for additional time if the product/service specifications should change in the middle of a project and artwork has to be redone.
- (t) Where credit terms are offered by Brandwave this will be as agreed and specified by Brandwave in its invoice.
- (u) If Brandwave is required to proof materials supplied by a third party then additional charges will be incurred unless this has been expressly agreed as part of the Service.
- (v) Any overpayment of invoices made to Brandwave in error will be unable to be reclaimed from 12 months after the date of overpayment.

6. INTELLECTUAL PROPERTY

- (a) On completion of the Service and payment of the Contract Price in full and subject to any third party rights in the work (as identified by Brandwave) the Client shall receive the copyright and design right belonging to Brandwave in the final work selected for implementation including any two dimensional graphic design solution, branding, logo,

logo-type, corporate identity, music, film, photographs, digital page layout, front-end user interface and front end content ("the Creative Front End").

- (b) Subject to Clause 6(i), on completion of the Service and payment of the Contract Price in full Brandwave shall grant to the Client a non-exclusive license (exclusive where expressly agreed in writing as part of the proposal) to use the intellectual property rights in all coding and programming required for the use of the final selected work including any content management system for updating the work or similar programming tools and any other elements of the Service which are not part of the visual appearance of the final selected work ("the Technical Back End").
- (c) On completion of the Service and payment of the Contract Price in full Brandwave shall grant to the Client a non exclusive license (exclusive where expressly agreed in writing as part of the Proposal) to use the intellectual property rights belonging to Brandwave in the non-visual elements of any work created by Brandwave in connection with exhibition design, video and photographic processes, cutter guides, structural processes, retail point of sale schemes, signage and other three dimensional work associated with packaging ("Other Work").
- (d) Where Brandwave is commissioned to produce creative concepts alone then the Client shall select and receive the rights in accordance with clause 6(a) to one of those concepts. If the Client wishes to acquire rights to more than one concept additional charges will apply.
- (e) The Client shall not use the Creative Front End, Technical Back End or Other Work for any purpose outside of the scope of the brief in respect of which Brandwave provided the Service without the prior express written approval of Brandwave.
- (f) Where appropriate Brandwave shall permit the Client to use the Creative Front End, Technical Back End and Other Work prior to completion of the Service to enable the Client to review and sign off the work.
- (g) Brandwave reserves to itself and its subcontractors the right to use and adapt all code, software and programme that forms part of the work created for the Client but which is either of a general nature that is commonly found in work of a similar kind or is not part of the software, programme or code that was created with the express intention of it being bespoke and for the exclusive use of the Client.
- (h) The Client acknowledges and understands that it shall not have the right, by itself or through any third party to modify any of the Technical Back End or Other Work without the prior written consent of Brandwave.
- (i) **Third Party Software**
- (i) Brandwave may use licensed software in the provision of the Service. Any such use is personal to Brandwave and it may be necessary for the Client to obtain its own license(s). In such circumstances Brandwave will (where it is expressly agreed as part of the Service) advise upon the license(s) required and use its reasonable endeavours to assist the Client to obtain the relevant license(s). Brandwave is not liable for the costs thereof or (save to the extent provided) any failure of the Client to hold the necessary license(s).
- (ii) Brandwave may use open source software in the provision of the Service. Brandwave will not grant any license or give any warranty in respect of such software.
- (j) **Reservation of Technical and Artistic Concepts**
- Brandwave will not infringe the rights of the Client in the Creative Front End, Technical Back End and Other Work but reserves exclusive ownership of and right to use all other designs, software, concepts, ideas or intellectual property developed during the course of the Service.
- (k) **Multi Designs**
- If more than one design solution/concept is chosen by the Client and this was not provided for in the agreed proposal for the Service then unless the brief itself was to produce more than one creative concept an additional fee will be payable by the Client.
- (l) **Subcontractors' Intellectual Property**
- (i) Brandwave will use reasonable endeavours to procure an assignment or if appropriate an exclusive license of all rights of its subcontractors incorporated in the work. Brandwave will notify the Client if it is unable to procure the relevant rights from subcontractors and will not engage a subcontractor in such circumstances without the approval of the Client.
- (ii) Clients are reminded that illustrators, and film producers (negatives) often retain ownership of the original work and may demand its return undamaged although this should not restrict the Client's use within any negotiated usage rights.
- (iii) Rights in stock photography and music will always be non-exclusive unless Brandwave has expressly agreed to acquire exclusivity of usage for the Client.
- (m) **Originality**
- (i) Brandwave warrants that its own design work is original and that it will not knowingly or negligently infringe the rights or intellectual property of a third party but (unless expressly agreed to the contrary in writing) it is under no obligation to make any enquiry in this respect and it shall have no liability to the Client in respect of any infringement or alleged infringement of intellectual property or passing off.
- (ii) Brandwave gives no warranty as to whether the work meets any criteria for the registration of intellectual property rights therein with any intellectual property organisation or body and shall have no liability to the Client in respect of any subsequent refusals for registration of the same.
- (n) **Further Assurance**
- Brandwave will at the cost of the Client execute such documents and do such things as are reasonably necessary to give effect to this clause.
- 7. MORAL RIGHTS**
- (a) Brandwave hereby reserves and asserts all moral rights in the work created during the Service.
- (b) The Client shall identify Brandwave as the author of the work as directed by Brandwave.
- 8. CANCELLATION OF CONTRACT**

- (a) The Client shall be entitled to cancel the Service at any time and thereupon shall immediately pay to Brandwave all fees and expenses due for work undertaken by Brandwave (and to subcontractors) up until the date of cancellation and all disbursements and third party costs commissioned by Brandwave which cannot be cancelled.
- (b) Upon cancellation the Client shall pay to Brandwave 50% of the residual unpaid amount previously estimated in relation to the work which would have been undertaken from the date of cancellation until completion of the Service. This payment must be made within 14 days receipt of the invoice.
- (c) Following cancellation and subject to the payment to Brandwave of all fees and expenses, pursuant to clauses 8(a) and 8(b) the Client shall be entitled to select and will receive title and intellectual property rights in accordance with Clause 6 in one of the design solutions/concepts that have been presented to the Client prior to the date of termination but for the avoidance of doubt in such circumstances no right or interest in any software or source files shall pass to the Client. All materials relating to any other designs presented by Brandwave shall be returned forthwith.
- (d) Brandwave shall be entitled to terminate the contract immediately if any part of the Contract Price (on any work being undertaken for the Client) is outstanding (but not formally disputed) 20 days after the due date or if the Client shall go into liquidation, receivership or equivalent (or if proceedings are issued in relation thereto) or if it shall enter into an agreement with its creditors, or if the Client shall have any external project specific funding withdrawn.
- (e) Brandwave reserve the right to immediately terminate the contract if in its reasonable opinion the continuing involvement with the Client or the Service might be either inappropriate in the circumstances as the relationship has broken down or damaging to the goodwill and reputation of Brandwave and in such circumstances the provisions of clause 8(b) shall not apply.
- (f) The Client may suspend provision of the Services for up to 60 days by giving Brandwave at least 7 days written notice together with an explanation for such suspension and Brandwave shall in such circumstances be entitled to invoice the Client for all fees due up to the end of any stage commenced by Brandwave prior to the actual date of suspension (as set out in the proposal) and all disbursements and third party costs commissioned by Brandwave which cannot be suspended or cancelled.
- (g) If, by agreement between the Client and Brandwave, the provision of the Services has been suspended for a period over 30 days then if such suspension should continue for a total period of more than 3 months Brandwave shall be entitled by written notice to terminate the contract immediately in which case the provisions of Clause 8(c) shall apply.
- (h) When work is to resume following any period of suspension of the Service longer than 14 days, Brandwave reserves the right to review and where it is appropriate and reasonable, increase any costs or fees (including third party fees where applicable) stated in the proposal. In such circumstances previously agreed time schedules for delivery of the Service will not apply and the Client and Brandwave will agree a new timetable for delivery.
- (i) Where the Client cancels a studio or location video shoot or photo shoot within 7 days of the date that it was booked or makes any other changes that mean that it cannot proceed then the Client shall be responsible on demand for all of the fees, cost and expenses associated with the shoot had it proceeded save for those which Brandwave has been able to cancel at short notice.

9. DUTY OF CONFIDENTIALITY

- (a) Each party will use its best endeavours to preserve the confidential information of the other and will comply with the other's reasonable requirements in this regard. The Client recognises that Brandwave's methods of working and pricing structures are proprietary and are not generally in the public domain.
- (b) Each party shall comply with the obligations under the Data Protection Act 1998 relating to the use and storage of personal information.
- (c) Brandwave rely upon the Client to inform it if any information or material produced to Brandwave in connection with the provision of the Service is particularly confidential and where appropriate, all such materials supplied to Brandwave should be marked accordingly.

10. DIGITAL DEVELOPMENT

- (a) The Client acknowledges that any new inventions, designs or processes which evolve in the provision of the Service in the field of digital development shall belong to Brandwave unless the development thereof was an express part of the engagement of Brandwave.
- (b) The Client is responsible for ensuring that any agreed work specification contains full details of and adequately reflects the Client's business and requirements.
- (c) The Client acknowledges that the digital work shall only be compatible or interoperable with the platforms, browsers and operating systems set out in the work specification and will only operate to any performance benchmarks set out in the specification.
- (d) On completion of the work by Brandwave, the Client shall carry out an acceptance test for the purposes of confirming that the work has been successfully completed in accordance with the specification. The Client shall report any errors to Brandwave within 14 days of delivery including any additional information which may correct the error. If the Client fails to notify Brandwave within this time period the work shall be deemed accepted by the Client and thereafter any amends requested by the Client will be charged for at Brandwave's hourly rate.
- (e) The Server upon which digital material is stored when Brandwave is providing a hosting service contains a base level of security but any special security requirements must be fully set out in the specification of work and Brandwave accept no responsibility for any losses sustained by the Client as a result of any unauthorised hacking or any server provider problems resulting in any corruption of a website, failure of functionality or downtime.
- (f) Brandwave will use reasonable endeavours to correct any errors and supply a corrected version of digital work to the Client as soon as reasonably possible.

10. WEBSITE DEVELOPMENT

- (a) The work as specified within any website project scope of works will be covered by a 30-day warranty from delivery against the functionality specified. Change requests,

updates, upgrades beyond this time will be quoted separately. A website maintenance contract, if requested by the client, could extend this warranty at the indicated cost, as specified within the project scope of works document.

- (b) It is assumed that all website content (images and text) will be provided by the client. Brandwave is not responsible for the authorship of any website content. In the case where Brandwave is not provided with content for the website, "test content" will be added in place, allowing the client to edit when content is available.
- (c) The website as specified will be tested and function correctly on all major devices and browsers. Please note that this testing does not extend to Internet Explorer 7 and previous versions (under 1% of web traffic currently). If compatibility across these versions is required, this may be quoted separately.
- (d) If final go-live is delayed for a period in excess of 1 calendar month due to missing website content or other reasons beyond the control of Brandwave, the final invoice will be issued.
- (e) Upon final payment Brandwave shall retain ownership of any code written as part of a website build project, however this will be licensed to the client for web use, as per the specified scope of works document.
- (f) Any website built in Drupal and all contributed files hosted on Drupal.org are licensed under the GNU General Public License. As such, this element of the project may be freely redistributed as long as source code is provided.
- (g) For any open-source build project, the client is not "tied-in" to Brandwave for any maintenance of this project. However, should a third party "break" the project, Brandwave will have no responsibility for its repair and any time spent will be billed at our standard daily rate.

11. CLIENT'S RESPONSIBILITY FOR IMPLEMENTATION

- (a) Unless it is agreed as part of the Service full responsibility for implementation, display, electronic integration and compatibility, back up, production and manufacture of graphic designs or work incorporating graphic designs shall remain with the Client.
- (b) The Client shall indemnify Brandwave in respect of any claim howsoever arising under consumer protection or other legislation other than due to a default of Brandwave.
- (c) Failure to consult Brandwave on implementation may result in unsatisfactory implementation.

12. LIMITATION OF LIABILITY

- (a) The liability of Brandwave under the contract or in tort (other than in respect of death or personal injury attributable to its negligence) shall not exceed the greater of the sums paid by the Client under the contract or such sum as shall be receivable by Brandwave in respect of any claim under any insurance policy effected by Brandwave from time to time.
- (b) Brandwave shall not be liable for any indirect or consequential loss, loss of sales, loss of profit, loss of production, loss or damage to goodwill, loss of reputation, or any packaging or distribution cost.
- (c) If the Service includes the provision of subcontractors then Brandwave will advise on and procure the services of subcontractors who Brandwave is satisfied are reasonably professionally competent.
- (d) Brandwave will not be responsible for any default or delay of any third party or subcontractor, manufacturer or supplier but will give all reasonable assistance to permit the Client to enforce its rights against them to include assigning all of its rights to the Client.
- (e) Brandwave will under no circumstance be responsible for any act or omission by any third party with whom Brandwave has been required by the Client to work with in connection with the provision of the Service.
- (f) Where an error is found in any delivered work (of whatever nature) that is the responsibility of Brandwave then to the extent permitted by law the liability of Brandwave shall be limited to correcting or replacing (as appropriate) the work.
- (g) The Client accepts reasonable tolerances in relation to the Service including in respect of colour, browsers, screen displays, overs and unders. Where the Service includes digital work created by Brandwave the Client accepts that performance of the delivered work may be affected by device specification and/or operability.
- (h) Brandwave shall not be responsible for any errors apparent in artwork, copy or proofs that have been signed off by or on behalf of the Client.
- (i) Brandwave will not be responsible for any colour discrepancy with design work created as part of the Service unless Brandwave has signed off proofs in an appropriate form prior to printing.
- (j) Brandwave shall not be responsible for any dissatisfaction attributable to the Client or its agents and suppliers providing incorrect information (such as concerning cutter guides, print specification, media schedules etc) and Brandwave should not be expected to question any such information that is provided to it.
- (k) Brandwave will not be responsible for any POS concepts complying with healthy and safety regulations, this will be the responsibility of the Client's chosen supplier during production.

13. PUBLICITY AND EXAMPLES

- (a) Once the Service is in the public domain Brandwave shall have a right of publicity (including, but not limited to case study examples, inclusion in any book or publication or collection of Brandwave's work or in relation to any awards or public recognition) in respect of the work created during the Service and the Client shall provide as requested samples of any printed work derived from the Service.
- (b) Brandwave shall have the right to identify itself in a reasonable manner as the provider of services to the Client. All design and photography and website work will be accredited to Brandwave where appropriate, in the form of a small graphic within the document unless otherwise stated within the contract.
- (c) The Client shall give reasonable attribution to Brandwave whenever appropriate as the creator of the work produced as part of the Service and generally, to include:-
 - Reasonable photo credit on any print advertising;
 - Reasonable prominent identification and design credit on print brochures and any other similar material;

- Reasonable prominent identification and design credit on websites;
 - Inclusion of Brandwave's logo as part of any attribution;
 - Logo link from any website designed or hosted by Brandwave;
 - Reasonable prominent production and design credit on film/video material.
- (d) Brandwave reserves the right where it considers it appropriate to require any reference or attribution to be removed from work provided as part of the Service.

14. RESTRICTIONS

The Client agrees that whilst Brandwave is providing Services to it and for a period of twelve months thereafter it shall not:-

- (a) Approach any of the employees of Brandwave regarding the possibility of them providing services directly to the Client independent of Brandwave; or
- (b) Engage or employ or offer to engage or employ an employee or former employee (being a person who has been an employee of Brandwave in the previous six months) for the provision of services that Brandwave are capable of providing; or
- (c) Contract directly with any subcontractor of Brandwave who have been associated with the provision of the Services to the Client.

15. LEGAL

- (a) The Contract shall be subject to English Law and under the exclusive jurisdiction of the English Courts.
- (b) To the extent permitted by law these terms shall govern the contract between Brandwave and the Client and all other terms implied by law are excluded.
- (c) Any of these provisions which may be unenforceable shall (to that extent) be severable.
- (d) In the event of a dispute a senior representative from Brandwave and the Client shall meet to see if it can be resolved and the parties shall consider but shall not be obliged to agree to submit to mediation or other alternative dispute resolution otherwise all disputes shall be resolved through the Courts.
- (e) Brandwave is the trade name of Brandwave Marketing Limited a company registered in England and Wales under Company Number 5728739 whose registered office is at Unit M4, Hilton Park, East Wittering PO20 8RL.