



CORE MARKETING AND EVENTS LIMITED ("COREM")

CO. NO. 4406606

TERMS OF BUSINESS

1. DEFINITIONS

In these Conditions:

"Agency Basis"	means carrying out the role of disclosed agent on behalf of the Client.
"Client"	means the party with whom CoreM contracts;
"Contract"	means the contract made between CoreM and the Client for supply of the Materials and/or Services that is subject to these Conditions;
"Materials"	means all or any of the materials works and goods to be supplied by CoreM;
"Hired Goods"	means all of any of the materials works and goods to be hired by CoreM on behalf of the Client;
"Input Material"	means any Documents or other materials, and any data or other information in any format whatsoever provided by the Client relating to the Services or Materials;
"Output Material"	means any Documents or other materials, and any data or other information in any format whatsoever provided by CoreM relating to the Services or Materials;
"Purchased Goods"	means all or any of the Materials works and goods to be purchased by CoreM on behalf of the Client;
"Services"	means the services specified in the Schedule to be performed by CoreM;
"Act of Insolvency"	means any one or more of the following namely the passing of a resolution or the presentation of a petition for winding-up, bankruptcy or for the appointment of an administrator, the appointment of a receiver and/or manager or administrative receiver over the whole or any part of the Client's undertaking and assets, the making of a proposal for a voluntary arrangement within the Insolvency Act 1986 or of a proposal for any other composition scheme or arrangement with or the calling by the Client of any meeting of its creditors generally, the levying of execution or distress or diligence on any of its assets, the failure to pay its proper debts as and when due and anything analogous to any of the foregoing under the law of the jurisdiction where the Client is established.

2. BASIS OF CONTRACT

- 2.1** Any quotation shall remain open for a maximum period of 30 days from its date. Quotations are not binding and shall not be open for acceptance by the Client.
- 2.2** These Terms of Business shall form the terms and conditions of the Contract between CoreM and the client in every instance where the client is dealing as a business.
- 2.3** These Terms of Business shall apply to the exclusion of any terms or conditions whether put forward by or on behalf of the Client in or on any order or otherwise or whether implied by law (insofar as the exclusion of the same is lawful).
- 2.4** The placing by the Client of any order, whether in writing or verbally, shall constitute an offer by the Client to make a contract subject to these Terms of Business.
- 2.5** No contract shall come into existence unless CoreM accepts the Client's order and an acceptance will only have been made when made in writing by a director of CoreM.
- 2.6** No alteration to these Terms of Business shall be effective unless expressly agreed to in writing by a director of CoreM.
- 2.7** In any case where CoreM deems it necessary to act on an Agency Basis for the fulfilment of its obligations under the Contract, it will fully inform the Client of all relevant facts necessary for the Client to make a decision as principal.
- 2.8** If the Client agrees that CoreM should act on an Agency Basis, the Client will be deemed to have empowered CoreM to act as its agent for the purposes of that transaction alone.
- 2.9** The obligations entered as a result of 2.8 will be those of the Clients and the Client agrees to indemnify CoreM against any and all costs, expenses, penalties or expenditure of any nature in respect of any contract made on an Agency Basis.

3. INFORMATION, SAMPLES AND MATERIALS SUPPLIED

- 3.1** The Client shall be responsible to CoreM for ensuring the accuracy and sufficiency of its order (including of any applicable specification and/or sample) including in particular the information contained in any Input Material.
- 3.2** Where samples are to be supplied by CoreM, the Client shall as soon as reasonably practicable and in any event within 7 days after receipt of the same notify CoreM that the samples are in all respects satisfactory or of any respect in which the samples are not satisfactory. In default of such notification CoreM shall be entitled but not bound to proceed with the remainder of the Contract in accordance with the sample.
- 3.3** The property and any copyright or other intellectual property rights in any Input Material shall belong to the Client and in any Output Material shall, unless otherwise agreed in Writing between the Client and CoreM, belong to CoreM, but the Client shall be entitled to use the Output Material for the purposes of utilising the Services by way of a non-exclusive licence, subject to payment in full of all sums payable under the Contract.
- 3.4** Any Input Material or other information provided by the Client which is so designated by the Client and any Output Material shall be kept confidential by CoreM and all Output Material or other information provided by CoreM which is so designated by CoreM shall be kept confidential by the Client; but the foregoing shall not apply to any Documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.
- 3.5** The Client warrants that any Input Material and its use by CoreM for the purpose of providing the Specified Service will not infringe the copyright or other rights of any third party, and the Client shall indemnify CoreM against any loss, damages, costs, expenses or other claims arising from any such infringement.
- 3.6** Subject to paragraph 3.5, CoreM warrants that any Output Material and its use by the Client for the purposes of utilising the Services will not infringe the copyright or other rights of any third party, and CoreM shall indemnify the Client against any loss, damages, costs, expenses or other claims arising from any such infringement.

4. DELIVERY

- 4.1** Any time quoted by CoreM for delivery of all or any of the Materials, Purchased Goods, Hired Goods and/or performance of all or any of the Services is an estimate only and time shall not be of the essence. CoreM shall not be liable for any failure to meet any such estimate, nor for any loss, of whatsoever nature resulting directly or indirectly there from.
- 4.2** In the absence of agreement to the contrary delivery of the Materials, Purchased Goods, and/or Hired Goods shall be made by the Client collecting the Materials, Purchased Goods and Hired Goods at CoreM's premises as soon as practicable following notification from CoreM that the Materials, Purchased Goods and Hired Goods are ready for collection or, if some other place for delivery is agreed by CoreM, by CoreM delivering the Materials, Purchased Goods and Hired Goods to that place.
- 4.3** Delivery of Purchased Goods and/or Hired Goods will be subject to the relevant conditions of sale and/or hire relating to such goods.

5. DESCRIPTION

All descriptive and technical specifications, drawings, catalogues, illustrations and particulars of weight and dimensions supplied by CoreM or any sub-contractor are approximate only and CoreM reserves the right without notice to the Client to make alterations thereto and to supply the Materials, Purchased Goods and/or Hired Goods so altered in performance of the Contract provided that such alterations do not materially affect the characteristics of the Materials, Purchased Goods and/or Hired Goods.

6. CANCELLATION

The Client or the Consultancy may terminate this Agency Agreement by giving three month's notice in writing. Should the Client terminate this Agreement, the Agency will undertake the agreed work programme during the notice period. Should the Client not require any work to be undertaken during the notice period, the fee for that period is still payable to the Consultancy.

7. PRICE

- 7.1** Unless otherwise stated in the Schedule, CoreM shall be entitled to invoice the Client for the Services on a monthly basis.
- 7.2** Subject to prior written agreement to the contrary, CoreM shall be entitled to invoice the Client for the price of the Materials, Purchased Goods and/or Hired Goods on or at any time after CoreM has notified the Client that the Materials, Purchased Goods and/or Hired Goods are ready for collection or CoreM has tendered delivery of the Materials, Purchased Goods and/or Hired Goods.
- 7.3** Any price quoted by CoreM is based upon costs current as at the date of quotation. The price charged to the Client under the Contract may be changed to take account of costs current at the date of invoice.
- 7.4** CoreM shall be entitled to charge the Client for all costs (and a reasonable element of profit) incurred by it where variations to Materials, Purchased Goods, Hired Goods and/or Services are requested to the Client and accepted by CoreM.
- 7.5** Unless otherwise expressly stated in writing, all prices are exclusive of VAT, which shall be charged where appropriate at the rate prevailing at the relevant tax point.
- 7.6** The Client shall make payment in full within thirty days following the date appearing on CoreM's invoice notwithstanding that the delivery may not have taken place and the property in the Materials and/or Purchased Goods may not have passed to the Client. Interest at the annual rate of 8% will be charged on a daily basis on all monies outstanding after the due date until the actual date of payment (both before and after judgment).
- 7.7** Where payment is agreed to be made by instalments, any delay or default by the Client in making payment in respect of any one instalment shall render all the remaining instalments due forthwith, and interest will be charged in accordance with condition 7.6 with immediate effect until the date of actual payment.
- 7.8** CoreM may appropriate any payment made by the Client to such of the Materials, Purchased Goods and/or Hired Goods (or the Materials, Purchased Goods and/or Hired Goods supplied under any other contract between CoreM and the Client) as CoreM may think fit (notwithstanding any purported appropriation by the Client).

8. RISK AND TITLE

- 8.1** Risk in the Materials, Purchased Goods and/or Hired Goods shall pass to the Client immediately on delivery to the Client which shall include where delivery is into the custody of any person or entity on the Client's behalf.
- 8.2** Notwithstanding delivery and the passing of risk, property in and title to the Materials and/or Purchased Goods shall remain that of CoreM until CoreM has received payment of the full price together with applicable VAT of (a) all Materials and/or Purchased Goods and/or Hired Goods and/or Services the subject of the Contract and (b) all other Materials, Purchased Goods, Hired Goods and/or Services supplied by the CoreM to the Client under any other contract whatsoever.
- 8.3** Until property in and title to the Materials and/or Purchased Goods passes to the Client
- 8.3.1** the Client shall be under an obligation to keep the Materials and/or Purchased Goods properly stored, protected and insured and separate from all or any other goods whether belonging to CoreM the Client or any third party;
- 8.3.2** CoreM shall be entitled at any time forthwith to revoke the Client's power to deal with the Materials and Purchased Goods and it shall automatically cease if the Client shall commit or be subject to any Act of Insolvency; and
- 8.3.3** the Client shall not make any modification to the Materials and/or Purchased Goods or their packaging or alter remove or tamper with any marks, numbers or other means of identification used on or in relation to the Materials and/or Purchased Goods.
- 8.4** Upon termination of the Client's power to deal with the Materials and/or Purchased Goods, the Client shall place the Materials and/or Purchased Goods at the disposal of CoreM and CoreM and its servants and agents are hereby irrevocably authorised without the need for consent of any third party but using only such force as may be necessary, to enter upon any premises of the Client [or any third party] for the purpose of removing the Materials and/or Purchased Goods.
- 8.5** If any of the foregoing provisions of this Condition shall be invalid or unenforceable such invalidity or unenforceability shall not affect the remaining provisions.

9. TERMINATION AND SUSPENSION

Without prejudice to any rights and remedies available to it, CoreM shall be entitled, forthwith on written notice to the Client either to terminate the Contract wholly or in part and/or any other contract with the Client or to withhold performance of all or any of its obligations under the Contract and/or any other contract with the Client (and on the giving of such notice all monies outstanding from the Client to CoreM shall become immediately due and payable) if:-

- 9.1** any sum owing to CoreM from the Client on any account whatsoever shall be unpaid after the due date for payment (in which event CoreM shall have a general lien for any such sum on all and any property of the Client in its possession);
- 9.2** the Client shall commit or be subject to any Act of Insolvency;
- 9.3** the Client shall commit any breach of any contract (including without limitation the Contract) with CoreM.
- 9.4** In the event of a suspension of performance CoreM shall be entitled, as a condition of resuming performance, to require pre-payment, or such security as it may require.

10. LIMITATION OF LIABILITY

- 10.1** CoreM shall be under no liability in respect of any defect in the Materials arising from any drawings, design or specification supplied by the Client;
- 10.2** CoreM shall be under no liability until any monies due from the Client under the Contract have been paid in full; and
- 10.3** Any Materials alleged to be defective are promptly made available to CoreM and/or any relevant sub-contractor for inspection and, if so required by CoreM, are promptly returned at the Client's risk and expense to CoreM for inspection.
- 10.4** CoreM shall be under no liability in respect of parts, Materials, Purchased Goods, Hired Goods and/or equipment not produced by CoreM in respect of which the Client shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to CoreM and can be transferred.
- 10.5** CoreM shall not be liable to the Client in contract tort (including without limitation negligence) and/or breach of statutory duty for any loss or damage which the Client may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of the Contract by CoreM its servants or agents, in a sum which is greater than the Contract price.
- 10.6** CoreM shall not be liable to the Client in contract tort (including without limitation negligence) and/or breach of statutory duty for any loss of profits and/or loss of production or any indirect or consequential (including economic) loss of any kind which the Client may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of the Contract by CoreM, its servants or agents.
- 10.7** Provided that nothing in this Condition shall operate so as:-
 - 10.7.1** to exclude CoreM's non-excludable liability in respect of death or personal injury caused by the negligence of CoreM its servants or agents;
 - 10.7.2** to affect the statutory rights of the Client where Materials, Purchased Goods and/or Hired Goods are sold or Services are supplied to a Client dealing as a consumer within the meaning of Unfair Contract Terms Act; or
 - 10.7.3** to exclude the application of Section 12 of the Sale of Goods Act 1979;
 - 10.7.4** to exclude liability for fraudulent misrepresentation.

11. HEALTH AND SAFETY

For the purposes of Section 6(8) of the Health and Safety at Work Etc Act 1974 the Client undertakes to comply with all instructions relating to the Materials, Purchased Goods and/or Hired Goods received from CoreM from time to time and to take such other steps sufficient to ensure, so far as is reasonably practicable, that the Materials, Purchased Goods and/or Hired Goods will at all times be safe and without risk to health when being properly used, set, cleaned and maintained by a person at work.

12. INTELLECTUAL PROPERTY RIGHTS

If any claim is made against the Client that the Materials infringe or that their use or resale infringes the patent, copyright, database right, design right, registered design, trade mark or other industrial or intellectual property rights of any other person or any claim is made in respect of passing off or unauthorised use of confidential information in relation to the Materials and/or their use or resale the Client shall forthwith notify CoreM in writing and CoreM shall be given full control of any proceedings or negotiations in connection with any such claim. The Client shall give CoreM all reasonable assistance for the purposes of any such proceedings or negotiations and except pursuant to a final award, the Client shall not pay or accept any such claim, or compromise any such proceedings without the consent of CoreM (which shall not be unreasonably withheld). The Client shall do nothing which would or might vitiate any policy of insurance or insurance cover which CoreM may have in relation to such infringement.

13. CONTRACTS FOR SERVICES

If the Contract is for or to include Services to be performed by CoreM the following provisions shall apply:-

- 13.1** CoreM shall only be obliged to carry out Services during the hours of 9am to 6.00pm from Monday to Thursday and 9am to 5.00pm on Friday normal working hours and shall be entitled to charge for any overtime worked upon request by the Client.
- 13.2** Where Services are performed at the premises of the Client, the Client shall provide free of charge:-
 - 13.2.1** Proper and safe storage and protection of all Materials, including work in progress, equipment and materials on site;
 - 13.2.2** Free and safe access to the site and place where the Services are to be performed;
 - 13.2.3** All facilities and services necessary to enable such Services to be performed safely and expeditiously.
- 13.3** The Client shall pay CoreM any expenses incurred by CoreM by reason of a breach by the Client of any of its obligations in this Condition without prejudice to CoreM's right to recover any loss thereby occasioned.
- 13.4** Materials, Purchased Goods and/or Hired Goods and/or Services supplied on the site of the Client are at all times at the sole risk of the Client and if any part is lost or destroyed for any reason whatsoever CoreM shall be entitled to charge as a variation to the Contract for the restoration of such Goods and/or Services. The Client shall for the benefit of itself and CoreM insure and keep insured with reputable insurers the full value of Goods and Services against every kind of loss, damage or destruction. The Client shall produce the policy to CoreM upon request together with the latest premium receipts and in default of effecting the same CoreM shall be entitled to do so and add the cost of such insurance to the Contract price.

14. GENERAL

- 14.1** It shall be the responsibility of the Client to ensure that all requirements applicable to the Contract, whether statutory, regulatory, municipal and/or otherwise howsoever, (including without limitation any relating to the importation or use of the Goods in the country of destination and for the payment of duties thereon) are duly complied with. It shall be a condition precedent to the performance by CoreM of its obligations under the Contract that all necessary licences, permits and consents shall have been obtained by the Client.
- 14.2** CoreM shall be entitled to sub contract performance of any its obligations under this Contract.
- 14.3** Neither party shall have any liability for any failure to perform or for any delay in the performance (other than as to payment) of any of its obligations under the Contract caused by any factor beyond its reasonable control.
- 14.4** No failure or delay on the part of CoreM to exercise any of its rights under the Contract shall operate as a waiver of nor shall any waiver by CoreM of any breach by the Client of any of its obligations under the Contract affect the rights of CoreM in the event of any further or continuing breach.
- 14.5** The Contract is personal to the Client, who shall not assign or in any way part with the benefit without CoreM's prior written consent.
- 14.6** Each and every obligation contained in these Conditions shall be treated as a separate obligation and shall be severally enforceable as such notwithstanding the non-enforceability of any other such obligation.
- 14.7** The clause headings in these Conditions are for convenience only and shall not in any way affect the interpretation of the Contract.
- 14.8** The Contract shall not create or evidence, or be deemed to create or evidence, any agency or partnership between CoreM on the one hand and the Client or any third party on the other.
- 14.9** Any notice required to be given in writing under the Contract shall be given, where possible, by email and otherwise by first class post addressed to the registered office of the party for which it is intended, or to such other address as may be notified in writing in accordance herewith for the purpose, and shall be deemed to have been received, in the case of a facsimile transmission, upon transmission and, in the case of a letter, forty-eight hours after posting. In proving service by letter, it shall be sufficient to show that the envelope containing the notice was properly addressed and stamped and duly posted.
- 14.10** The Contract shall be governed by English Law.
- 14.11** The parties irrevocably submit to the exclusive jurisdiction of the English Courts, save in the case of a Client who has no assets within the jurisdiction of the English Courts and who is established in a country which will not enforce the judgement of the English Courts. In those circumstances CoreM may if it chooses refer any disputes arising out of the Contract to arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce, such arbitration to take place in London.



The Exchange, 19 Newhall Street,
Birmingham B3 3PJ

Tel: 0121 232 5000
www.core-marketing.co.uk

15. THIRD PARTY RIGHTS

For the avoidance of doubt save as expressly provided herein nothing in these Conditions shall confer on any third party any benefit or the right to enforce any provision of these Conditions.