

## TERMS & CONDITIONS OF SUPPLY

1	Interpretation		
1.1	In these Terms and Conditions of Supply the following capitalised words shall have the following meaning:		
'Client'	means the person named on the Service Order for whom the Supplier has agreed to provide the Specified Service in accordance with these Terms;	4.3	The Client warrants that any Input Material and its use by the Supplier 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 the Supplier against any loss, damages, costs, expenses or other claims arising from any such infringement.
'Document'	includes, in addition to a document in writing, a plan, design, drawing, picture or other image, or any other record of any information in any form;		
'Input Material'	means any Documents or other materials, and any data or other information provided by the Client relating to the Specified Service;	5	Warranties and Liability
'Output Material'	means any Documents or other materials, and any data or other information provided by the Supplier relating to the Specified Service;	5.1	The Supplier warrants to the Client that the Specified Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Service Order. Where the Supplier supplies in connection with the provision of the Specified Service any goods (including Output Material) supplied by a third party, the Supplier does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Supplier.
'Service Order'	means the order for the provision of the Specified Service as set out overleaf;		
'Specified Service'	means the service to be provided by the Supplier for the Client and referred to in the Service Order;		
'Supplier'	means Synergy Group Media of SBC House, Restmor Way, Wallington, Surrey SM6 7AH;	5.2	The Supplier shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.
'Supplier's Charges'	means the charges as set out in the Service Order.		
'Terms'	means these terms and conditions of supply to provide the Specified Service.	5.3	Except in respect of death or personal injury caused by the Supplier's negligence, or as expressly provided in these Terms, the Supplier shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Service Order, for any loss of profit, loss of data or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Supplier, its servants or agents or otherwise) which arise out of or in connection with the provision of the Specified Service or their use by the Client, and the entire liability of the Supplier under or in connection with the Service Order shall not exceed the amount of the Supplier's charges for the provision of the Specified Service, except as expressly provided in these Terms.
The headings in these Terms are for convenience only and shall not affect their interpretation.			
Words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and neuter and vice versa.			
Any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment;			
2	Supply of the Specified Service		
2.1	The Supplier shall provide the Specified Service to the Client subject to these Terms. Any changes or additions to the Specified Service or these Terms must be agreed in writing by the Supplier and the Client.		
2.2	The Client shall at its own expense supply the Supplier with all necessary Documents or other materials, and all necessary data or other information relating to the Specified Service, within sufficient time to enable the Supplier to provide the Specified Service in accordance with the Service Order. The Client shall ensure the accuracy of all Input Material.	5.4	The Supplier shall not be liable to the Client or be deemed to be in breach of the Service Order by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Specified Service, if the delay or failure was due to any cause beyond the Supplier's reasonable control.
2.3	The Client shall at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage. The Supplier shall have no liability for any such loss or damage, however caused. All Output Material shall be at the sole risk of the Client from the time of delivery to or to the order of the Client.	6	Termination & Cancellation
2.4	The Specified Service shall be provided in accordance with the Service Order.	6.1	Either party may (without limiting any other remedy) at any time terminate the Service Order by giving written notice to the other if the other commits any breach of these Terms and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, becomes bankrupt, ceases trading, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.
2.5	The Supplier may at any time without notifying the Client make any changes to the Specified Service which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Specified Service. All other changes shall be with the prior written approval of the Client.	6.2	The Client may cancel the Service Order at any time for any reason but if this occurs the Client shall be liable for the Service Fees that would have been payable to the Supplier if the Service Order was fulfilled.
3	Supplier's Charges	6.3	Upon termination or cancellation for any reason the Client shall within 7 working days return to the Supplier any original material or copies that it holds which has been provided by the Supplier
3.1	Subject to any special terms agreed as set out in the Service Order, the Client shall pay the Supplier's Charges and any additional sums which are agreed between the Supplier and the Client for the provision of the Specified Service or which, in the Supplier's sole discretion, are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Client.	6.4	The Supplier may terminate the Service Order at any time for any reason.
3.2	All charges quoted to the Client for the provision of the Specified Service are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate from time to time.	7	General
3.3	The Supplier shall invoice the Client on a monthly basis or at such other times agreed with the Client.	7.1	These Terms (together with the terms, if any, set out in the Service Order) constitute the entire agreement between the parties in relation to the Specified Service, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
3.4	The Supplier's Charges and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax, and without any set-off or other deduction) within 30 days of the date of the Supplier's invoice.	7.2	A notice required or permitted to be given by either party to the other under these Terms shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
3.5	If payment is not made on the due date, the Supplier shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 2 per cent above the base rate from time to time of HSBC Plc from the due date until the outstanding amount is paid in full.	7.3	No failure or delay by either party in exercising any of its rights under the Service Order shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Service Order by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
4	Rights in Material	7.4	If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
4.1	The rights in the property and any copyright or other intellectual property rights in any material provided by either the Client or the Supplier shall at all times remain vested in the owner of that material.	7.5	The Supplier shall at all times comply with the provisions and obligations applicable under the Data Protection Act 1998.
4.2	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 the Supplier, and all Output Material or other information provided by the Supplier which is so designated by the Supplier shall be kept confidential by	7.6	The Service Order and these Terms shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English Courts as regards any dispute, claim or matter.