

## Terms of Business

### General

Dairy Communications Ltd provides a wide range of business, marketing, PR, web and advertising services to its clients, the scope and detail of which may be covered in separate agreements. In the absence of any specific agreement, all engagements of an ongoing nature are subject to a period of notice of six months.

### Payment of Accounts

The fundamental principle on which the relationship between Dairy Communications Ltd and its clients is based is that Dairy Communications Ltd shall be responsible for financing its own business, but not the business or the advertising of its clients; hence it is necessary that the company is paid on time to allow it to meet its own obligations in respect of any financial commitments which it has made to suppliers of services supplied to clients. **Our standard terms of payment are 30 days from issue of the invoice.**

It is essential that we are paid by our clients in time to pay the media. Clients will receive media invoices, in accordance with agreed media schedules, at weekly intervals, any necessary adjustments being made at the end of the month. Production and additional service invoices are submitted as the work on each item is completed.

Some suppliers, particularly film production companies, market research organisations and exhibition contractors, require payment in advance or at various stages in production. In these instances we will render interim invoices and clients will be expected to pay them immediately upon presentation. All media invoices must be paid by the 20th of the month following invoice date, in order that we are able to pay the media by 25th. Media recognition terms oblige us to pay media on the due date, otherwise we will be surcharged and this may put the recognition status in jeopardy. Any media invoices not paid by the 25th of the following month will be subject to a 3% surcharge. Normally, we credit insure all our clients and the above terms apply; however in the case of not being able to insure a client, alternative payment terms are mutually agreed.

We issue a proforma invoice for 50% of the total cost of website projects due to the intense nature of the work involved. Payment must be received before the project commences.

Fee invoices are presented monthly and are due for payment within 14 days. Invoices in respect of disbursements or other obligations entered into on behalf of clients will be presented twice monthly and are due for payment within 10 days.

Overdue invoices other than for media (see above) will be subject to a surcharge at 4% above HSBC Bank base rate from time to time.

## **Digital Work**

We always quote on digital work be it PPC advertising or producing a new website. However, we cannot always foresee software updates from companies such as Wordpress, Magento and Craft. Occasionally we have to implement an update and this might result in a cost that is passed on to our clients. We will always advise on this as soon as we are aware.

## **Terms of business with media**

Although we act as principals in dealing with all media and suppliers we must emphasise to our clients the fact that the placing of all advertisements is subject to the terms of the contract between the various media and suppliers and ourselves.

This means, in effect, that the client acknowledges that terms and rates are subject to revision in accordance with the agreements made by the various bodies concerned and that the bookings etc required by the client can be made only within the provisions relating to cancellation, omissions etc, set out in media rate cards and other standard conditions.

## **Levy**

The levy of 0.1% payable by advertisers through agencies to the Advertising Standards Board of Finance applies to all gross media rates on press display advertisements (excluding classified lineage and semi-display), on outdoor, cinema and direct mail appearing in the UK and is not subject to agency commission.

## **Copyright**

The copyright in all creative and preliminary work produced by ourselves or to our order belongs to us. In most circumstances we will transfer this copyright to our client on request as or before the termination of our appointment upon payment of the appropriate fee.

## **Lien**

All books, records, information and other data gathered by Dairy Communications Ltd on behalf of clients become and remain the property of the clients. And Dairy Communications Ltd agrees that it has no rights over the same except in respect of its right of a general lien existence of which is specifically acknowledged.

## **Force Majeure**

Dairy Communications Ltd will be released from its obligations in the event of national emergency, war, prohibited Government regulations, fire, flood, tempest or any other cause (whether or not of a like nature) beyond the control of Dairy Communications Ltd or owing to the inability of Dairy Communications Ltd to procure materials or services required for the performance of any contract.



Dairy Communications Ltd shall not be held responsible for any inability to deliver services or provide information caused by any such contingency.

**Disputes and jurisdiction**

Dairy Communications Ltd and its clients agree to attempt to settle disputes by negotiation and, where possible, by arbitration by means of a single arbitrator agreed upon by both parties. The costs of any arbitration shall be divided equally between the parties. The relationship between Dairy Communications Ltd and its client shall be governed by English law and matters arising there from shall be dealt with before the English courts.

**Dairy Communications Limited. January 2017**