Multi Resource Marketing Ltd
Standard Terms and Conditions of Contract

Definitions

"Client" The customer for a Service as named in the attached quotation, in a quotation or proposal previously supplied and/or within the Service Level Agreement document.
"Company" Multi Resource Marketing Ltd. Barberton House, Farndon Road, Market Harborough, Leicestershire. LE16 9NR. Registered in England No: 4716827.
"Acceptance" A written acceptance by a Client of a quotation by the Company for the Services.
"Service" The provision of any Services by the Company to the Client.
"Service Level Agreement" A document outlining the details of Service provision and fees for said Service provision for a campaign or project or long term management.

1. The Contract

- The Company agrees to provide the Client with the Service(s) referred to in a quotation or proposal previously supplied and/or within the Service Level Agreement document for the fees set out within the same document.
  These terms and conditions form the contract between the parties and supersede any previous contract, course of trading or practices previously applying between the Company and the Client for the Service(s). In the event of the Company providing Services to the Client which span more than 1 project and/or campaign, the agreed fees will be as set out within the project/campaign specific Service Level Agreement. This document will remain generic for all Services provided to the Client by the Company.
- These conditions shall override any contrary, different or additional terms or conditions (if any) contained on or referred to in an order form or other documents or correspondence from the Client for the Service(s).
- The Company's employees or agents are not authorised to make any representations concerning the Services unless confirmed by the Company in writing. In entering in to the contract the Client acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these terms affects the liability of either party for fraudulent misrepresentation.
- Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

2. Invoicing

The Company will render an invoice to the Client, for the duration of the project/campaign/contract, for the Service(s) on a monthly basis. If the Service(s) is anticipated to take less than 30 days to complete, the Company will render an invoice to the Client on completion of the project/campaign/contract, for the Service(s).

3. Payment Terms

- Invoices are payable on receipt and fees quoted are exclusive of value added tax. Payment terms are 30 days from invoice date.
- If any invoice is not paid within 30 days of the invoice date the Company will be entitled to charge interest on all amounts outstanding beyond 30 days from the invoice date at a rate of 2% per annum above the current Barclays Bank plc base rate.
- The Client shall not be entitled to set off any sums against payment due to the Company under this contract.

- If any invoice is not paid within 60 days of the invoice date the Company reserves the right to immediately cease, without liability, the related Service(s) provision until all monies owing, including interest charges, are received by the Company.

4. Acceptance, Orders and Specifications

- No order submitted by the Client shall be deemed to be accepted by the Company until received in writing from the Client and signed by the Client's authorised representative.
- Authorisation to proceed with this activity confirms agreement with the processes detailed within this quotation. Please note that whilst we recognise requirements may change during the campaign period, this may on occasion result in changes to the process and handling costs. These will be discussed and agreed on an adhoc basis.
- The Client shall be responsible to the Company for ensuring the accuracy of terms of any order (including any applicable specification) submitted by the Client, and for giving the Company any necessary information relating to the Service(s) within a sufficient time to enable the Company to perform the Service(s) in accordance with its terms.
- Work on the Service(s) commences after acceptance of the quotation by the Client. Acceptance of the quotation is deemed to be acceptance by the Client of these standard terms and conditions of contract which shall not be varied except by express agreement signed by the Company.
- All quotations for prices for the Service(s) are valid for only 3 months from date of issue. There may be price increases outside of the Company's control (E.g. cost of carriage, packaging materials, minimum wage levels, bank clearance charges etc) within 8 weeks of the date of issue of the current quotation. Any such price increases will be notified to the Client by the Company in writing. Such price increases will be payable by the Client at the relevant date following the date of notification by the Company in writing.
- No order which has been accepted by the Company may be cancelled by the Client except with the agreement in writing of the Company and on terms that the Client shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses, incurred by the Company as a result of cancellation.
- The Client will make deliveries to the Company of all required materials, not being sourced and/or supplied by the Company, before commencement of the Service and advise the Company of anticipated delivery dates for stock. The Company cannot accept responsibility for deliveries which have not been properly notified in accordance with this condition and for which an acceptance of delivery notes signed by the Company stock controller cannot be produced.

5. Data Protection

- Data ownership remains with the Client who is considered to be the data controller. The Client is liable for their compliance with the General Data Protection Regulation (GDPR) and is required to be registered as a data controller with the Information Commissioner's Office (ICO).
- The Company is considered to be the data processor and as such a written data processing contract is required between the Client and the Company to ensure data processing carried out by the Company meets all the requirements of the GDPR.
- The Company accepts its direct responsibilities under the GDPR, namely the data processor must:

    1. Only act on the written instructions of the controller;
    2. Not use a sub-processor without the prior written authorisation of the controller;
    3. Co-operate with supervisory authorities (such as the ICO);
    4. Ensure the security of its processing;
    5. Keep records of its processing activities; and
    6. Notify any personal data breaches to the controller.

- It is the responsibility of the Client to adhere to the codes laid out by the Code of Advertising Practice (CAP).
- The Company reserves the right to refuse to provide the Service(s) if the Company considers the instructions supplied by the Client (or the intention of the Client) to be in breach of Best Practice Guidelines or if the Company considers the GDPR to have been disregarded, contradicted or misinterpreted.

6. Storage and Transit

- The Client must observe and adhere to the Company's Goods Handling Procedures, a copy of which is available from the Company upon request.
- A copy of The Goods Handling Procedures document will, without exception, be supplied to the Client by the Company as an appendix to each Service Level Agreement document where a Service Level Agreement document is required.
- All deliveries to the Company's premises must be accompanied by delivery note(s) stating the quantity and nature of all material delivered. The company cannot check for discrepancies between quantities shown on delivery notes and actual quantities and signature by or on behalf of the Company of any documents required by hauliers shall not render the Company liable for any shortfall existing prior to receipt of material at its premises. However, if arranged with the Company prior to delivery of material and subject to written acceptance by the Client of fees presented by the Company, a manual stock audit can be conducted to item, carton or pallet level. Commencement and/or completion of a stock audit on the date of material receipt cannot be guaranteed. Specific details to be agreed between the Client and the Company prior to commencement.

7. Force Majeure

The Company shall not be liable for failure to perform any of its obligations hereunder due to Force Majeure which includes for the purposes hereof, inter-alia, fire, floods, storms, acts of God, riots, strikes, lock-outs, wars, governmental controls, restrictions or prohibitions, whether local or national, or without prejudice to the generality of the foregoing, any other causes whatsoever beyond the reasonable control of the Company. For the avoidance of doubt where the Company requires the Client to supply any information or materials in order for the Company to perform its obligations hereunder, the Company's obligations shall be suspended until such information or materials are supplied, and, if such supply is delayed for more than one month the Company may terminate the contract on terms that the Company be paid for all costs reasonably incurred by it up to the date of termination. In the event of any conflict between the Service Level Agreement and the standard Terms and Conditions of Contract, the Standard Conditions shall prevail.

8. Liability

The Company shall endeavour to use reasonable skill and care in connection with the performance of the Service, as described within the specific Service Level Agreement. Except in respect of death or personal injury caused by the Company's negligence, the Company 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 any contract, for loss of profit, or of any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Services (including any delay in supplying or any failure to supply the Services in accordance with any contract or at all) or the use of Services by the Client, and the entire liability of the Company under or in connection with any contract shall not exceed the aggregate fees payable in respect of the Service, except as expressly provided in these conditions.

9. Insurance

Unless the Client specifically requests insurance cover and advises the Company of the quantities and value, the Company will assume that the Client has self-insured its Goods under the Company's care.

10. Disposal of Materials

- Except to the extent that maybe be otherwise agreed in writing, the Company shall destroy all proofs of purchase, consumer claims, request of coupon and other materials or literature three months after receipt. If the Client requires any of the said documents or items to be retained beyond such period, the Client will instruct the Company in writing and reimburse to the Company the costs of storage or delivery to the Client's premises as applicable.
- The Client shall indemnify and keep indemnified the Company from and against all costs, claims, liabilities, demands and proceedings brought against the Company arising from or in connection with the presence or use of goods or materials supplied to the Company by the Client (including, without prejudice to the generality of the foregoing, any such costs as may be incurred due to such goods

infringing any intellectual property rights, or being defamatory, obscene, indecent or otherwise infringing or offending any standards laid down by the Advertising Standards Authority) except insofar as such injury, loss or damage is attributable to the negligence of the Company, its employers or agents.

11. Continuing Obligations

Notwithstanding the termination of the contract the provisions hereof shall continue in full force and effect so far as they remain to be observed and performed by the parties hereto. In particular, both parties undertake to the other that they will not make use of or disclose to any person any secret or confidential information (including without limitation, financial information, mailing lists, company/corporate strategy and any other information which is for commercial use and not readily available from public sources) relating to the other party.

12. Notices

- Any notice given hereunder by post, facsimile or telex to the recipient at its principal or registered office shall be deemed properly served at the time when the ordinary course of post or transmission such notice would reach its destination.
- The Company shall have the right to terminate the contract immediately either for material breach by the Client which is incapable of remedy, or if capable of remedy, it is not remedied within 28 days of written request by the Company to remedy it.
- In the event that the Services involve the receipt by the Company of names and addresses held by the Client on computer files or other data in any case subject to the Data Protection Act, it is the responsibility of the Client to ensure compliance with the Data Protection Act by registering such data for disclosure. The Client warrants that no breach of confidentiality shall incur through any such supply of data and shall indemnify the Company for any such claims.

13. Insolvency of Client

- This clause applies if:
    1. The Client makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction; or
    2. An encumbrancer takes possession, or a receiver or administrative receiver is appointed, of any of the property or assets of the Client; or
    3. If an order is made for the appointment of an administrator to manage the affairs, business and property of the Client or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Client or notice of intention to appoint an administrator is given by the Client or its directors or by a qualifying floating charge holder (as defined in para 14 schedule B1 Insolvency Act 1986); or
    4. The Client ceases, or threatens to cease, to carry on business; or
    5. The Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Client and notifies the Client accordingly.
    6. If this clause applies then, without limiting any other right or remedy available to the Company, the Company may cancel or suspend the provision of any of the services provided by the Company without any liability to the Client, and if said services have been concluded but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

14. English Law

The law applicable to these terms & conditions in the law of England and Wales and each party agrees to submit to the jurisdiction of the English Courts.