
These terms and conditions relate to all and any agreement between us when you agree to buy our services. The details of the consideration (price you pay) and what we will supply will be contained in any Letter of Proposal, Agreement or other Contract document prepared or supplied by us.

THE PARTIES AGREE AS FOLLOWS:

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1 INTERPRETATION

1.1 In these terms of business, the following words shall have the following meanings:

"Laughing Buddha" means Laughing Buddha Marketing Limited.

"Client" means the company or individual purchasing our Services.

"Services" means the services and/or products to be provided by Laughing Buddha, which are the subject of an order between Laughing Buddha and the Client.

"Products" means any direct or indirect facility provided by or through us subject of an order between Laughing Buddha and the Client.

2 ACCEPTANCE OF ORDER

2.1 These Terms of Business are the only terms and conditions upon which Laughing Buddha supplies the Services.

2.2 A signed order confirmation form, along with (where applicable) an agreed deposit payment, is required to enable Laughing Buddha to commence work, with all invoicing terms including payments, to be agreed at the outset.

2.3 Any proposal or quotation submitted by Laughing Buddha to the Client is valid for a period of 14 days (unless otherwise agreed) from its date, provided that Laughing Buddha has not previously withdrawn it.

3 PROVISION OF THE SERVICES

3.1 Laughing Buddha shall use reasonable endeavors to provide the Services, and to deliver the Deliverables to the Client, in accordance with all material

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aspects of the Proposal.

3.2 It is the Client's responsibility to check and approve in writing any proofs submitted by Laughing Buddha, and Laughing Buddha accepts neither responsibility nor liability for any errors identified once the proofs have been approved.

3.4 With the supply of Public Relations, Laughing Buddha provides no guarantees as to the coverage to be gained for the Client, and can not be liable for any content created by the media, with reference to the Client.

4 CLIENT RESPONSIBILITIES

4.1 Client shall in a timely manner provide Laughing Buddha with access to, and use of, all information, data and documentation reasonably required by Laughing Buddha for the performance by Laughing Buddha of its obligations under these Terms of Business.

4.2 Laughing Buddha may not be an expert in respect of the subject matter of the contract and therefore the Client is responsible for the accuracy, completeness and for all descriptive, technical or proprietary aspects of the Services and shall indemnify Laughing Buddha for any liability arising from a breach of this agreement.

4.3 Laughing Buddha shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any libelous matter or any infringement of copyright, patent, design or any other proprietary or personal rights contained in any material printed for the customer. The indemnity shall extend to any amounts paid on legal advice in settlement of any claim.

5 PRICES AND PAYMENT

5.1 Laughing Buddha reserves the right to vary the price of the Services by any amount attributable to:

5.1.1 An alteration to the Service by reason of a variation in or lack of Client's instructions.

5.1.2 Any variation of the rates of taxation or costs, third party changes or fluctuation in foreign exchange rates between the date of a contract and the date of delivery of the Service or completion of the payment.

5.2 Time for payment shall be made within 14 days of the date of invoice or 28 days under agreed monthly retainer rate.

5.3 Laughing Buddha may charge interest to the Client on such sum at a rate

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either the higher of (4%) four per cent per annum above the base lending rate from time to time of Lloyds TSB Plc (accruing daily), or of the rate of interest specified under the provisions of the Late Payment of Commercial Debts (Interest) Act 1998. In addition or in the alternative (at the option of Laughing Buddha), Laughing Buddha may suspend the provision of the Services and/or any part of them until such time as the payment is made.

5.4 If Laughing Buddha takes any legal, or other steps, for the recovery of any overdue payment, then the reasonable costs of all such steps shall be payable by the Client upon demand.

5.5 Laughing Buddha's guarantees contained in Clause 11 below shall not apply to any contracts unless the client has paid for the Services in full.

5.6 Laughing Buddha reserves the right to charge the amount of any value added tax payable whether or not included on the estimate or invoice.

6 PAYMENT TERMS

Invoices are due at net 15-day or 28-day payment terms from the date of electronic invoice. Payment is to be made by EFT to Laughing Buddha's bank account

7 RESERVATION OF TITLE

7.1 Until the price and all sums owed by the Client to Laughing Buddha arising from any goods or services supplied - is paid in full by the Client to Laughing Buddha, the property in the Service including Laughing Buddha copyright (if any) shall remain in Laughing Buddha and the following conditions shall apply:

8 LIMITATION OF LIABILITY

8.1 Subject to clause 13.1 Laughing Buddha shall not in any circumstances be liable to the Client in respect of any:

8.1.1 loss of profits; or

8.1.2 loss of contracts; or

8.1.3 loss of revenue or goodwill; or

8.2 Laughing Buddha shall have no liability if Third Party Products breach, infringe or make unauthorised use of any third party rights, save to the extent that Laughing Buddha knew, or should reasonably have known, of such infringement or unauthorised use at the time it sub- licensed such Third Party Products to the Client.

8.3 The limitations and exclusions of liability in these Terms of Business shall survive termination of these Terms of Business.

9 INTELLECTUAL PROPERTY RIGHTS

9.1 If the parties agree, Laughing Buddha may assign all or any intellectual property rights in such materials to the Client upon such terms as may be agreed but in no event before such times as all monies due under this contract between Laughing Buddha and the Client are paid in full by the Client.

9.2 All rights in Third Party Products shall remain vested in the licensors thereof and the Client agrees to comply with the license terms relating to such software and/or services, where notified to the Client in writing.

10 TERMINATION

10.1 Where a contract is for the provision of the Services over a period of time, a contract may be terminated by either party giving to the other three month's written notice PROVIDED ALWAYS that if the Client terminates the contract he shall:

10.1.1 pay immediately all outstanding sums due to Laughing Buddha;

10.1.2 be responsible for all costs and expenses incurred by Laughing Buddha in respect of any uncompleted Service and be liable for one month's fees, whether or not activity is required from Laughing Buddha for the Client during this period;

11 INDEMNITY

11.1 The Client shall indemnify Laughing Buddha in respect of all damage or injury occurring to any person, firm, company or property and against all actions, suits, claims, demands, charges or expenses in connection therewith for which Laughing Buddha may become liable in respect of any breach of contract or in respect of the Services sold under any contract. In particular, it is stressed that the Client is responsible for all copy, slogans, words or methods supplied or suggested by it to Laughing Buddha, and also such items approved by it after suggestion by Laughing Buddha and therefore such indemnity shall extend to claims for copywriter or patent infringement, libel or other defamation.

12 ASSIGNMENT

12.1 Neither these Terms of Business nor the benefit of the Services may be assigned without the prior written mutual consent of Laughing Buddha and the Client.

13 PUBLICITY

13.1 All media releases and public announcements by either party relating to

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these Terms of Business or its subject matter, including promotional or marketing material, shall be coordinated with the other party and approved jointly by the party prior to release.

14 SEVERABILITY

14.1 In the event that any or any part of these Terms of Business contained herein shall be determined by any competent authority to be invalid, unlawful, or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms and conditions of these Terms of Business which shall continue to be valid and enforceable to the fullest extent permitted by law.

15 RIGHTS OF THIRD PARTIES

15.1 A party who is not party to these Terms of Business has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of these Terms of Business, but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

16. FORCE MAJEURE

16.1 Laughing Buddha shall be under no liability if they shall be unable to carry out any provision of the contract for any reason beyond their control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, et cetera.

17 LAW AND JURISDICTION

17.1 The parties hereby agree that these Terms of Business shall be construed in accordance with English and Welsh law, and hereby submit to the exclusive jurisdiction of the English courts.

18 EXECUTION

Both Parties agree that that the complete proposal document represents the whole Agreement and in executing will initial all pages of the proposal as representative of the contract between the Parties.