

# WYNDEHAM GROUP OF COMPANIES

## TERMS AND CONDITIONS OF BUSINESS – CUSTOMER

Issue date: 9 September 2011

Unless expressly agreed otherwise in writing by the Wyndeham Group of Companies, signed by an authorised representative thereof, these are the ONLY terms and conditions on which the Wyndeham Group of Companies is prepared to contract with you (the "Customer").

The Wyndeham Group of Companies consists of: (i) Wyndeham Press Group Limited (registered company number 00933418); (ii) Wyndeham Heron Limited (registered company number 02586277); (iii) Wyndeham Impact Limited (registered company number 02249876); (iv) Wyndeham Grange Limited (registered company number 00553857); (v) Rhapsody Limited (registered company number 01280705); (vi) Wyndeham Gait Limited (registered company number 00326819); (vii) Wyndeham Print Direct Limited (registered company number 03441143); (viii) Wyndeham Plymouth Limited (registered company number 00200363); (ix) Wyndeham Peterborough Limited (registered company number 02261988); (x) Wyndeham Roche Limited (registered company number 00720976); (xi) Wyndeham Web Limited (registered company number 0317099); (xii) Southernprint Limited (registered company number 01085192); (xiii) Walstead Investments Limited (registered company number 06750402); and (xiv) any other entity which from time to time is a group company or affiliated company of any of the above entities (including any subsidiary or holding company of that entity or any subsidiary of any direct or indirect holding company of that entity), each being a "Group Company" and collectively being referred to as the "Group" for the purposes of these terms and conditions, as updated from time to time by the Group (the "Terms").

Where an Order is accepted by a Group Company, that Order together with these Terms (together a "Contract") will constitute a separate binding and enforceable contract between the Customer and the relevant Group Company accepting the Order. These Terms are automatically deemed incorporated into each and every Contract, subject to any permitted variation provided for under these Terms, and shall accordingly govern the same. Where there is any manifest inconsistency between the provisions of these Terms and any Order, the provisions of the Order will apply.

PLEASE NOTE: The terms of each Contract shall apply as between the parties in respect of the matters described in the Order to the exclusion of all other terms (including any terms and conditions that the Customer purports to apply). Any attempt by you (or on your behalf) as the Customer to impose any other terms or conditions to the trading relationship with any Group Company is hereby explicitly and expressly deemed automatically rejected in advance (and any such terms and conditions are likewise deemed rejected automatically in advance) and will be (and is) wholly ineffective and non-binding upon each and every Group Company. No terms other than these Terms are or will be acceptable to the Group, save as expressly agreed and physically signed in writing by an authorised representative of the relevant Group Company agreeing to a variation to these Terms in accordance with these Terms.

PLEASE ALSO NOTE: These Terms are automatically deemed accepted by you as the Customer upon the earlier of (i) a Group Company accepting your Order; or (ii) a Group Company undertaking any work on your behalf. Save as expressly agreed and physically signed in writing by an authorised representative of the relevant Group Company, these Terms will apply to your entire relationship and all dealings with any Group Company. There is no need for any Group Company to issue you with duplicate copies of these Terms when each Contract is entered into and there is no obligation on any Group Company to do so. Failure to provide a copy of these Terms with each Contract shall not in any way prejudice the fact that these Terms shall govern each Contract as provided for herein.

### 1. DEFINITIONS

In these Terms (unless context otherwise requires):

- 1.1 "Contract" shall mean the contract between a Group Company and the Customer for the supply of Work, and these conditions of business.
- 1.2 "Customer" shall mean the person, firm or company contracting the Work.
- 1.3 "Losses" means all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and loss of opportunity to deploy resources elsewhere), damages, claims, demands, proceedings and judgments;
- 1.4 "Order" means an order placed by the Customer for Work in accordance with (and subject to) these Terms;
- 1.5 "TUPE" means the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended from time to time;
- 1.6 "Work" shall mean the services undertaken by a Group Company for, and goods supplied to, the Customer from time to time, and shall include, but not be limited to, the production, printing and supply of material and goods, (together with all ancillary services related thereto), as agreed by the relevant Group Company when accepting an Order pursuant to these Terms.

Where the words include(s), including or in particular are used in this Agreement, they are deemed to have the words without limitation following them. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.

### 2. ORDERS, ACCEPTANCE OF ESTIMATES AND CUSTOMER OBLIGATIONS

- 2.1 If a Customer wishes any Group Company to undertake work, it will issue a suitable specification to the Group Company. In return, the Group Company, if it wishes to undertake such work and it shall be under no obligation to do so, shall issue an estimate in such form as it sees fit. Estimates given by a Group Company shall be deemed to be withdrawn unless that Group Company receives notice of Customer's acceptance in writing within 30 days from the date the estimate was provided.
- 2.2 Estimates provided by any Group Company shall constitute invitations to the Customer to tender on these Terms. If the Customer wishes to engage the Group Company to undertake Work, it shall issue an Order to the relevant Group Company in the format required by that Group Company.
- 2.3 Each Order from the Customer shall be deemed to be an offer by the Customer to purchase Work from the relevant Group Company receiving the Order subject to these Terms. An Order may be accepted by the relevant Group Company either expressly by it giving notice of acceptance by way of an Order acknowledgement (which may be provided in hard copy or electronic format), or impliedly by fulfilling the Order.
- 2.4 No terms or conditions endorsed upon, delivered with or contained in the Customer's Order, specification or any other document shall form part of the Contract and the Customer hereby irrevocably waives in advance any right which it otherwise might have to rely on such terms and conditions.
- 2.5 Orders are irrevocable by the Customer once they have been sent to a Group Company and are a formal binding offer by the Customer capable of acceptance by the relevant Group Company (or any other Group Company the relevant Group Company may pass it to in its sole discretion) at its sole discretion. If the Group Company rejects an Order, it shall notify the Customer of such rejection in writing within five (5) working days of receipt of that Order. No member of the Group will have any liability to the

Customer of any kind arising out of or in relation to any rejection of any Order.

- 2.6 To the extent that the Customer wishes to change any Work, Order or Contract, it may only do so by written agreement signed with the relevant Group Company, which may be subject to amendment of the relevant charges related thereto, as notified by the relevant Group Company when (or before) agreeing to any such changes.
- 2.7 The Customer shall:
- 2.7.1 co-operate with the Group in all matters relating to the Work and the terms of any Contract and shall appoint a key contact in relation to the Work who shall have the authority contractually to bind the Customer on any matters relating to the Work. The Group shall be entitled to rely on any statements and decisions made, or information provided, by the Customer's key contact notified to the Group in accordance with the preceding sentence, without any requirement to query or verify the same; and
- 2.7.2 provide, in a timely manner, such Customer material, content, paper, inserts, onsets, envelopes, promotional items and other items ("Materials") and information as the Group may reasonably require, and ensure that it is accurate in all material respects at all times and does not contain anything defamatory, illegal, discriminatory or offensive.
- 2.8 If a Group Company's performance of its obligations under a Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants, affiliates, representatives, employees or any other third party within the Customer's reasonable control, the Group Company shall not be liable for any Losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay and time for performance of the Work shall be deemed extended accordingly to reflect the relevant impact on timing caused by such delay.
- 2.9 In such circumstances referred to in clause 2.8 above, the Customer shall also be liable to pay to the relevant Group Company, on demand, all Losses sustained or incurred by the Group Company that directly arise from such prevention or delay, including but not limited to the cost to the Group Company of having to pay any of its personnel or contractors notwithstanding the delay occasioned as mentioned in clause 2.8 above, subject to the relevant Group Company confirming such Losses to the Customer in writing.
- 2.10 To the extent that a Customer requests a Group Company to carry out Work and the Group Company does so without any formal specification, estimate or Order being entered into or finalised, these Terms shall nevertheless govern all such Work, notwithstanding that any of the foregoing documentation may have been omitted.

### 3. COST VARIATION

Estimates are based on the relevant Group Company's costs of production including costs relating to any necessary outsourcing of Work together with any exchange rates which may affect those production costs, both current at the date of any particular estimate. Any such estimates are subject to amendment by a Group Company at a Group Company's sole discretion on or at any time after acceptance to meet any rise [or fall] in such costs. Additional charges may be made to cover any extra work involved where copy supplied is not clear or legible, all of which will be charged at rates agreed with the Customer or, if no such agreement is forthcoming within seven (7) calendar days of the Group Company commencing discussions regarding such rates, at the Group Company's then current rates.

### 4. VALUE ADDED TAX

Where applicable, Value Added Tax or any other similar taxes, charges, duties or levies will be charged and will be payable by the Customer, regardless of whether or not they were included in an estimate or invoice.

### 5. PRELIMINARY WORK

Preliminary Work carried out at the Customer's request whether experimentally or otherwise will be subject to an additional charge at rates agreed with the Customer or, if no such agreement is forthcoming within seven (7) calendar days of the Group Company commencing discussions regarding such rates, at the Group Company's then current rates. The relevant Group Company, acting reasonably, shall determine what is or is not Preliminary Work within the scope of this clause 5 of these Terms.

### 6. PROOFS AND ELECTRONIC FILES

- 6.1 Author's and Customer's corrections, including alterations in style, and the cost of additional proofs necessitated by such corrections (including any alterations or corrections arising where style, type or layout has been left to the discretion and judgment of the Group Company) will incur an additional charge, unless specifically agreed to be included in a relevant Contract, at rates agreed with the Customer or, if no such agreement is forthcoming within seven (7) calendar days of the Group Company commencing discussions regarding such rates, at the Group Company's then current rates.
- 6.2 Proofs of all work may be submitted for Customer's and/or author's approval, and in that event no responsibility will be accepted for any errors in them not corrected by the author or Customer as the case may be. Each Group Company accepts no responsibility for any breach of confidentiality, loss of reputation, loss of data or information, financial or any other Losses howsoever arising, related to carrying out the Customer's instruction to transmit proofs or other material relating to the Work to the Customer or the author via any electronic means including, but not limited to, E-mail or similar medium or facsimile transmission.
- 6.3 The Customer undertakes to ensure that it retains original copies of all electronic files (including any text, illustration or other matter supplied to a Group Company in digitised form, whether on a disk, through a modem, by ISDN, broadband or any other medium or communication method or link) and no Group Company shall be responsible in any way for any loss of or damage or corruption to any electronic files, other than as a result of the wilful default of that Group Company.
- 6.4 Each Group Company shall be entitled to rely on the Customer having checked the accuracy of supplied input from an electronic file provided by or on behalf of the Customer and shall have no responsibility for the same or any liability in the event it is inaccurate.
- 6.5 In the event that any electronic file provided by or on behalf of the Customer in relation to Work is not, in a Group Company's opinion, suitable for outputting on equipment normally adequate for such purposes, without adjustment or other corrective action, the Group Company may make a charge in relation to any additional cost of Work involved, at rates agreed with the Customer or, if no such agreement is forthcoming within seven (7) calendar days of the Group Company commencing discussions regarding such rates, at the Group Company's then current rates.
- 6.6 If colour proofs are required, the Customer irrevocably acknowledges and accepts that, due to a number of reasons (including differences in equipment, paper, inks and other conditions between colour-proofing and production runs), a reasonable variation in colour, as determined by the relevant Group Company, between colour proofs and the completed results of the Work is acceptable and will not give rise to any liability for any Group Company or in any way entitle them to reject the same or withhold payments of any kind.

### 7. DELIVERY AND PAYMENT

- 7.1 In the absence of the express written agreement of a Group Company to the contrary and in consideration of a Group Company entering into any Contract with the Customer, such Customer will at all times be primarily liable for all sums due to a Group Company in respect of such Contract irrespective of whether or not such Customer is acting as principal or as agent and whether or not the Customer is due to receive payment in respect of the same from any third party. Any failure by any such third party to pay the Customer will not delay or otherwise reduce or inhibit the Customer's obligations to make prompt payment under any Contract.
- 7.2 Due date for payment of Work shall be seven (7) calendar days from the date of any invoice issued by a Group Company.
- 7.3 If payment is not made on the due date a Group Company, without prejudice to its other rights hereunder, shall be entitled to charge, in addition to any monies due hereunder, interest on the overdue outstanding amount at the rate of 4% above the base rate of National Westminster Bank PLC from time to time in force from the date the monies first became due until the outstanding amount is paid, whether before or after judgment.
- 7.4 Risk in the Work shall pass to Customer on either (i) delivery to the Customer or (ii) on notification to the Customer that the Work has been completed and is available for collection, as agreed in writing between the relevant Group Company and the Customer.
- 7.5 Should expedited delivery be agreed and require overtime or other additional costs or should the Customer request delivery to be made to an address other than that originally agreed in the relevant Contract, an extra charge may be made at rates agreed with the Customer or, if no such agreement is forthcoming within seven (7) calendar days of the Group Company commencing discussions regarding such rates, at the Group Company's then current rates.
- 7.6 Should Work be suspended at the request of, or delayed through any default of the Customer for a period of 30 days or more a Group Company shall be entitled to payment for the Work already carried out and materials specially ordered along with any other costs or expenses that the Group Company cannot mitigate through commercially reasonable efforts, and the Group Company may terminate the Contract in whole or in part on giving to the Customer 14 days' prior notice in writing.
- 7.7 Each Group Company reserves the right to issue invoices to the Customer for Work completed pursuant to a Contract and the Customer acknowledges that such invoices shall become due for payment on the terms herein contained.
- 7.8 Title in any Work shall remain with the relevant Group Company until such time as the Customer has paid all amounts due and payable to all members of the Group. The Customer shall ensure that all Work is stored separately and is easily identifiable as being the property of the relevant Group Company until title in such Work passes to the Customer under this clause 7.8.
- 7.9 In the event that the Customer sells any Work prior to title transferring to it pursuant to clause 7.8, the Customer undertakes to hold the proceeds from such sale on trust for the relevant Group Company entitled to receive the same in a separate bank account and to transfer the same to the relevant Group Company to whom payment remains outstanding, until such time as all amounts have been paid and title would have otherwise transferred hereunder.
- 7.10 At any time when title has not transferred pursuant to clause 7.8 above and monies are owed to any Group Company by the Customer, such Group Company or their representatives shall be entitled to enter onto the Customer's premises or any other premises at which Work may be stored for the purposes of removing the same and the Customer shall ensure that such Group Company and their representatives at all times have this right.
- 7.11 Time for payment is of the essence of each and every Contract. In the event of any failure by the Customer to make payments when due, in addition to the Group's other rights under these Terms and any Contract, the Customer shall pay to each relevant Group Company on an indemnity basis all costs incurred by such Group Company (including legal advisor fees) in effecting recovery of such sums from the Customer.
- 7.12 All sums payable under a Contract shall be paid by the Customer in pounds sterling (GBP£) without any form of deduction, withholding or set off of any kind. The Customer's common law right of set off is hereby expressly excluded.
- 7.13 Without limiting the foregoing, in the event of any failure by the Customer to make payment when due to any Group Company, all sums which may be payable, now or in the future, under any Contract shall immediately become due and payable on receipt by the Customer of a demand from any Group Company notifying it that all sums are now due and payable (regardless of whether or not the relevant Group Company identifies the precise sums payable in its notice). Such sums will be payable as a debt on an indemnity basis and any Group Company shall be entitled to recover the same on that basis on behalf of the other Group Companies.
- 7.14 Without limiting any other right of any Group Company hereunder or at law or in equity, in the event that the Customer fails to pay any amount when due to any Group Company, that Group Company and any other Group Company engaged in Work for the Customer shall be entitled to suspend Work on provision of 24 hours' prior notice to the Customer. Such suspension shall continue until such time as all amounts due to the Group as a whole have been properly paid by the Customer.
8. VARIATION IN QUANTITIES AND DELIVERY TIMES
- 8.1 The relevant Group Company will endeavour to deliver the correct quantity ordered at the time agreed but the Customer irrevocably accepts, acknowledges and agrees that margins of plus or minus 5% of the number of units of Work to be delivered under a Contract in one colour only and plus or minus 10% of the number of units of Work to be delivered under a Contract for other Work are allowed for overs or shortages, the same to be charged or deducted.
- 8.2 In such circumstances of over or under delivery by the margins mentioned in clause 8.1 above, there will be no breach of the relevant Contract, no liability of any kind for the Group Company and the Group Company shall be entitled to amend its charges accordingly, which the Customer undertakes to pay in accordance with the Contract.
9. CLAIMS
- 9.1 Claims arising from damage, delay or partial loss of Work in transit must be made in writing, providing full details of the relevant claim, to the relevant Group Company and the carrier so as to reach them within 3 days of delivery and any claims for non-delivery must be notified in writing to the relevant Group Company, providing full details of the relevant claim, within 7 days of despatch of Work.
- 9.2 The Customer shall inspect the Work forthwith on delivery and any claim against a Group Company by reason of any defect in the Work shall be made in writing, providing full details of the claim, within a reasonable time thereafter not being more than 7 days from the date of delivery of such Work.
- 9.3 All other claims must be made to a Group Company within 10 days of delivery.
- 9.4 No Group Company shall be liable for any claims mentioned above in this clause 9 to the extent that the Customer fails to comply with the requirements set out therein, unless the Customer can prove to the relevant Group Company's reasonable satisfaction that it was not possible for the Customer to comply with the above timescales and the Customer had provided all relevant details of any

claim as soon as possible thereafter.

- 9.5 To the extent that any claim is disputed, no Group Company shall have any liability in respect of the same to the extent that the Customer fails to issue legal proceedings in respect thereof before the first anniversary of the date of delivery or non-delivery of the relevant Work giving rise to the claim.

#### 10. LIABILITY

- 10.1 The Customer's exclusive remedy for damaged or defective Work, (howsoever caused other than by or on behalf of the Customer for which no Group Company will have any liability of any kind, and including negligence) shall, at the relevant Group Company's election, be limited either to the repair, reperformance or replacement of such Work at that Group Company's cost.
- 10.2 Other than as provided in clause 10.1 and 10.3, a Group Company shall not be liable for loss or damage caused arising directly or indirectly in connection with any Contract, the Work or otherwise. Without limiting the generality of the above, a Group Company expressly excludes liability for consequential loss, third party claims occasioned by delay (howsoever arising) in completing the Work, and for any loss to the Customer from delay in delivery of the Work (howsoever arising).
- 10.3 Notwithstanding the provisions of this clause 10 or anything else contained in a Contract, in no event shall a Group Company's liability exceed the value of the amount of charges payable to a Group Company by the Customer with respect to the particular Work which is the subject of the claim, provided however that nothing contained in these conditions shall have effect so as to exclude or restrict a Group Company's liability for death or personal injury resulting from its negligence.

#### 11. STANDING MATTER AND INTELLECTUAL PROPERTY

- 11.1 Materials used by a Group Company in the course of producing the Work shall remain a Group Company's exclusive property. Notwithstanding the foregoing, such items when supplied by the Customer shall belong to the Customer.
- 11.2 No Group Company shall be required to download any digital data from their equipment or supply the same to the Customer on disk or any other medium or by any communication link or other data transfer unless expressly agreed by that Group Company in the applicable Contract. No Group Company shall have any obligation to preserve, maintain or store any electronic records or digital data received from the Customer or on behalf of the Customer, nor shall it have any liability in respect of any loss or damage to the same. It shall be the Customer's sole responsibility and liability to ensure it retains adequate copies of all such records and data.
- 11.3 All intellectual property created in the course of the Work shall belong to the relevant Group Company carrying out the Work. Any pre-existing intellectual property used in carrying out the Work shall belong to the party providing the same for the purposes of carrying out the Work.

#### 12. CUSTOMER'S PROPERTY

- 12.1 Customer's property and all property supplied to a Group Company by or on behalf of the Customer will be held, worked on, and carried at the Customer's sole risk and no Group Company shall be liable for any loss or damage to such property howsoever caused and the Customer should act and insure accordingly, including, but not limited to, ensuring the Customer retains adequate copies and back-ups of all digital data and electronic records provided to any Group Company.
- 12.2 A Group Company may make a reasonable charge for storage of any Customer's property (including, but not limited to, any electronic records and digital data) left with a Group Company before receipt of the Work and/or after notification to the Customer of completion of the Work, at rates agreed with the Customer or, if no such agreement is forthcoming within seven (7) calendar days of the Group Company commencing discussions regarding such rates, at the Group Company's then current rates.

#### 13. MATERIALS AND CONTENT SUPPLIED BY THE CUSTOMER

- 13.1 A Group Company may reject any paper or other Materials supplied or specified by the Customer which appear to a Group Company to be unsuitable. An additional charge may be made if such Materials are found to be unsuitable during production at rates agreed with the Customer or, if no such agreement is forthcoming within seven (7) calendar days of the Group Company commencing discussions regarding such rates, at the Group Company's then current rates.
- 13.2 Where such Materials are supplied or specified by the Customer, responsibility for defective Work resulting from or arising in connection with such Materials will not be accepted by a Group Company (and they shall have no liability in respect of the same) unless this is due to failure to use reasonable skill and care on the part of the relevant Group Company.
- 13.3 The Customer shall at all times ensure that quantities of Materials supplied by the Customer (where applicable) shall be adequate to cover normal trialling, spoilage and wastage, as determined by the relevant Group Company carrying out the Work.

#### 14. WAREHOUSING

The Customer expressly acknowledges, accepts and agrees that paper and Materials are not counted or checked when received unless this is made the subject of an express written requirement carrying an additional charge for the service and included in a Contract. Unless included in a Contract, no Group Company shall have any liability in any way in respect of or in relation to the same.

#### 15. STORAGE

The Customer expressly acknowledges, accepts and agrees that no Group Company shall be obliged to provide storage accommodation for Materials or other items except by express written agreement in a Contract. When such facilities are provided a charge may be made, at rates agreed with the Customer or, if no such agreement is forthcoming within seven (7) calendar days of the Group Company commencing discussions regarding such rates, at the Group Company's then current rates.

#### 16. TERMINATION OF CONTRACT

- 16.1 In the event that in any Group Company's opinion, the Customer's financial position becomes unsatisfactory, or if the Customer ceases to pay its debts in the ordinary course of business or cannot pay its debts as they become due or being a company is deemed to be unable to pay its debts or has a winding-up petition against it or being an individual commits an act of bankruptcy or has a bankruptcy petition filed against him or the Customer is in breach of any of its obligations arising under the Contract (or where any of the above events appear to any Group Company to be likely to occur), that Group Company shall, without prejudice to its other remedies, have the right to terminate any part or the whole of any Contract it may have with the Customer forthwith or not to proceed further with the Contract or any other Work for the Customer and shall be entitled to charge for Work already carried out (whether completed or not) and materials purchased for the Customer and any other costs or expenses it cannot, using commercially reasonable endeavours, mitigate in the circumstances. Such charge will be immediately payable to the Group Company as a debt on an indemnity basis.

- 16.2 Without limiting the foregoing, in the event that any Contract with the Customer is terminated pursuant to clause 16.1, every other Group Company which has an ongoing Contract with the Customer shall be entitled to terminate that Contract in whole or in part forthwith on provision of written notice to the Customer to that effect.
- 16.3 If any Contract is terminated prior to the completion of any Work, the relevant Group Company carrying out such Work may either:
- 16.3.1 complete any such unfinished Work and the Customer shall be required to pay the full amount for such Work accordingly; or
- 16.3.2 stop performing the Work with immediate effect and invoice the Customer for a pro-rated amount based on the proportion of the Work that has been carried out up to and including the termination date along with the relevant amount of costs and expenses incurred by the Group Company which are not included within the fees invoiced under this clause 16.3.2 and which the Group Company cannot reasonably avoid (including, but not limited to, materials purchased for the Customer and any other costs or expenses it cannot, using commercially reasonable endeavours, mitigate in the circumstances).

The Customer shall pay all amounts due under this clause 16.3 immediately on demand.

- 16.4 Upon termination of any or all Contracts, all outstanding invoices relating thereto will immediately become due and payable by the Customer to the Group and the Customer shall promptly pay the same within seven (7) calendar days of the date of termination.

17. LIEN

Without prejudice to other remedies whether under these Terms or otherwise, a Group Company shall, in respect of all debts due from the Customer whether under a Contract or otherwise and whether or not due for payment, have a lien on all goods and property in its possession belonging to the Customer (whether worked on or not) and whether or not in the possession of a Group Company under a Contract and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property as it thinks fit (including as to manner and price of disposal) and to apply any proceeds towards such debts. No Group Company shall be liable in any way to the Customer for exercising its rights hereunder, whether in relation to any goods or property disposed of or otherwise.

18. PROPERTY

- 18.1 Without limiting any other remedy of a Group Company, if payment is overdue in whole or in part a Group Company may recover or resell the Work and for that purpose a Group Company and persons authorised by it are irrevocably licensed to enter the Customer's premises or any other premises where a Group Company believes Work to be.
- 18.2 Notwithstanding the provisions of these Terms, a Group Company shall be entitled, at its election and at any time, to transfer title in the Work to the Customer as it sees fit and, without prejudice to any other remedies a Group Company may have, sue for the full price thereof which shall be payable by the Customer as a debt on an indemnity basis.

19. ILLEGAL MATTER

- 19.1 A Group Company shall not be required to print any matter which in its sole opinion is or may be of an illegal, discriminatory, offensive or defamatory nature or an infringement of any third party rights of any kind, including copyright, patent, design right and trademark rights.
- 19.2 The Customer shall fully indemnify and hold harmless a Group Company from and against all Losses arising out of any actions, proceedings, claims or demands whatsoever suffered or incurred by a Group Company by reason of the Work containing any matter of an illegal, defamatory, discriminatory or offensive nature or being an infringement of any third party rights of any kind, including copyright, patent, design right and trademark rights. Each Group Company shall be free to settle any such action, proceeding, claim or demand as it deems fit in its sole discretion and any settlement costs shall be deemed to be Losses within the scope of the indemnity provided under this clause 19.2.

20. PERIODICAL PUBLICATION

Subject to each Group Company's rights to terminate any Contract in accordance with the other provisions of these Terms, a Contract for the printing of periodical publications, including but not limited to magazines and supplements, may be terminated at any time by either party giving to the other written notice as follows:

<u>Frequency of Publication</u>	<u>Minimum Length of Notice</u>
Daily, Weekly, Fortnightly, Monthly	13 weeks
Two Monthly, Quarterly or other	26 weeks

21. FORCE MAJEURE

Each Group Company will use reasonable endeavours to carry out any relevant Contract it enters into but its due performance is subject to postponement or cancellation by a Group Company as it may find necessary as a result of inability to secure labour, materials or supplies or as a result of any act of God, war, strike, lockout, or other industrial dispute, fire, flood drought, legislation or other cause (whether of the foregoing class or not) beyond that Group Company's control. Any such postponement or cancellation shall be without liability to the Customer or any third party but shall not excuse or delay any payment due from the Customer, which shall be payable in any event if already due to the Group Company.

22. CONSTRUCTION OF CONTRACT

Neither any Contract nor these Terms may be modified without the written agreement of a duly authorised representative of the relevant Group Company or the Group, respectively. These Terms and all other express terms of a Contract shall constitute the entire understanding and agreement between a Group Company and the Customer, they supersede any previous arrangement, understanding or agreement between them relating to the subject matter hereof and no representations or warranties express or implied, statutory or otherwise made by or on behalf of a Group Company or the Customer to the other party, in connection with or arising out of the Work and which are not contained in these Terms or such other express terms of a Contract shall give rise to any liability on the part of the maker thereof. The Customer acknowledges, accepts and agrees that they have not been induced to enter into any Contract in reliance upon any statement, representation, agreement or understanding other than those set out in the relevant Contract.

23. CONFIDENTIALITY

The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by any Group Company or its agents and any other confidential information concerning any Group Company's business or its prices or products which the Customer may obtain and the Customer shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Customer's obligations to any Group Company and shall ensure that such employees, agents or sub-contractors are subject to like obligations

of confidentiality as bind the Customer.

24. LAW

These conditions and all other express terms of the Contract shall be governed and construed in accordance with the laws of England and Wales and the Customer hereby irrevocably submits to the exclusive jurisdiction of the English Courts.

25. ASSIGNMENT

Any Group Company may assign any Contract or any part of it to any other Group Company on notification of such assignment to the Customer. Any Group Company may assign any or all of its rights to receive payment from the Customer (and any relevant ancillary rights) to any third party, as it sees fit, on notification of such assignment to the Customer. The Customer may not assign any Contract or any part of it to any third party without the relevant Group Company's prior written consent.

26. TUPE

26.1 The Parties accept and agree that TUPE is unlikely to apply in respect of the arrangements contemplated by any Contract.

26.2 Notwithstanding the above, in the event that TUPE is deemed to apply or any third party (including but not limited to any of the Customer's personnel) claims that TUPE applies, the Customer shall indemnify every Group Company in full in relation to any Losses incurred by any Group Company as a result of the transfer or deemed transfer (or claimed transfer of claimed deemed transfer) of any Customer personnel or other third party to a Group Company pursuant to the operation of TUPE and/or the termination or deemed termination by a Group Company or pursuant to TUPE of any of the Customer personnel or other third party.

26.3 For the avoidance of doubt, if any Customer personnel or other third party is deemed to have transferred to a Group Company pursuant to TUPE or otherwise, the relevant Group Company to whom they are deemed to have transferred shall be entitled to terminate their employment and the Customer shall fully indemnify every Group Company in relation to all Losses resulting from such termination.

27. MISCELLANEOUS

27.1 No forbearance, delay or indulgence by either party in enforcing the provisions of any Contract shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

27.2 If any provision in a Contract shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law then that provision or part shall to that extent be deemed not to form part of that Contract and the enforceability of the remainder of that Contract shall not be affected.

27.3 Each Group Company and the Customer are each independent contractors with respect to each other and nothing in any Contract shall create any association, partnership, joint venture or agency relationship between them.

27.4 The Customer's payment, confidentiality and indemnity obligations under these Terms and the limitations set out in these Terms in relation to the scope of each Group Company's obligations and liabilities shall survive the termination of any Contract for any reason.

27.5 Any notice to be given under these Terms or a Contract must be given in writing and, for these purposes, email shall constitute writing such that notices given by email by one party to a correct email address for the other party (as notified by that party from time to time) shall be effective on the first business day after receipt of the same.