



These Terms & Conditions are deemed to be incorporated in every contract entered into with Graffiti Media Ltd (gmg) to the exclusion of any terms or conditions stipulated or referred to by the other party(ies) to the contract.

GENERAL

1. The placing of any order for the insertion of material or rental of list shall amount to:

- i. An undertaking that copy will comply with the Trade Descriptions Act 1968 and 1972, any subordinate legislation made under those Acts and any other relevant legislation, and to the Code of Advertising Practice, ICSTIS and ASA.
- ii. An acceptance of the above conditions, and any conditions stipulated on any agency's or publisher's order form or elsewhere by an agency or a client shall be void insofar as they are in conflict with the above conditions.

2. Unless payment is to be made in advance, accounts shall be paid not later than the thirtieth day following invoice date. Graffiti Media Ltd (gmg) shall be entitled to charge 3% per month compound interest on all overdue balances.

3. Graffiti Media Ltd (gmg) shall be entitled to cancel the Contract and any future Contract in the following events:

- i. The Buyer failing to make payment to Graffiti Media Ltd (gmg) under the account facility or in any other case.
- ii. The Buyer fails to give instructions for delivery or collection of the Materials.
- iii. A receiver being appointed over the whole or any part of the assets of the undertaking of the Buyer or a winding up order is made against the Buyer or the Buyer goes into liquidation or causes a meeting or makes any arrangement with his or its creditors or commits any act of bankruptcy.
- iv. Cancellation of the Contract by the Buyer will only be accepted at the sole discretion of Graffiti Media Ltd (gmg), and unless otherwise agreed in writing, such agreement if given shall be deemed to be in the express condition that the Buyer shall indemnify Graffiti Media Ltd (gmg) against any costs, charges or expenses (both direct and consequential) incurred by Graffiti Media Ltd (gmg) up to the date of cancellation and the value of all loss or damage (both direct and consequential) incurred by Graffiti Media Ltd (gmg) by reason of such cancellation. Acceptance by Graffiti Media Ltd (gmg) of any cancellation by the Buyer will only be binding upon Graffiti Media Ltd (gmg) if made in writing.

INSERTS

1. In these Terms & Conditions, "client" means the party that books the insert and is responsible for payment of all monies concerned with that booking. Should the client choose to use a broker and that broker subsequently is unable to pay the outstanding

monies, then the debt will be automatically transferred to the client for whom the insert was placed.

2. Inserts are accepted by Graffiti Media Ltd (gmg) subject to copy and illustrations being in accordance with the British Code of Advertising Practice. The right is reserved to refuse to accept any insert.

3. Graffiti Media Ltd (gmg) will not be responsible for any error in the insertion of or omission to insert any material, or for any damage or loss of that material supplied.

4. All orders are accepted at the client's risk. Graffiti Media Ltd (gmg) cannot accept any responsibility for loss of circulation or ineffectiveness of any title/programme owing to circumstances beyond its direct control.

5. Prices are subject to increase at any time up to acceptance of the order by Graffiti Media Ltd (gmg). The client has the option to cancel or continue at the revised rates.

6. The advertising agency or client submitting the inserts shall indemnify Graffiti Media Ltd (gmg) in respect of costs, damages, or other actions arising from the despatch of inserts in accordance with the instructions supplied to Graffiti Media Ltd (gmg) by the agency or the client. In any case where a claim is made against Graffiti Media Ltd (gmg) and where the agency or client may ultimately be liable under the terms hereof, notice in writing shall be given to him in order that consultations shall take place before any expense is incurred or the claim settled, defended or otherwise disposed of to his detriment.

7. If the client delivers more than the number of inserts specified in the order and they are subsequently distributed, the client agrees that it will pay for the distribution of those inserts at the same gross rate per thousand that they already agreed to pay, unless it has been agreed to do otherwise prior to insertion. In the absence of evidence to the contrary despatch count will be conclusive.

LISTS

1. List orders are accepted subject to mailing pieces being approved by both Graffiti Media Ltd (gmg) and the List Owner. The right is reserved to refuse to accept any material.

2. Graffiti Media Ltd (gmg) shall not be bound by notice of cancellation received on orders placed. If such notice is received, they are entitled to charge as follows:
i. 100% cancellation charge if order has been processed.

3. All list orders are accepted at the users risk. Graffiti Media Ltd (gmg) cannot accept responsibility for corruption or destruction of data following receipt of delivery or ineffectiveness of names supplied arising from circumstances beyond its direct control or non delivery by Owner.

4. Unless otherwise agreed in writing the client shall use the information once only and within 6 months of the delivery of the information. The client shall not communicate with any name and address contained in any list supplied in any other way other than through the Royal Mail or other similar distribution or delivery medium unless agreed in writing by both Graffiti Media Ltd (gmg) and the List Owner prior to placing the order.

5. At all times full legal and equitable title in all and any information supplied to the Client and shall remain in the owner. The client shall store or otherwise keep the information in such a way as to clearly indicate at all times that the information is owned by the owner and shall not remove, obscure or delete any mark placed on the information by the owner which may enable the information to be identified.

6. The client agrees with Graffiti Media Ltd (gmg) throughout the period of the contract:

i. Not to cause or permit anything which may damage/endanger the Copyright of the Owner or the Owners title to the information or assist or allow others to do so.

ii. To notify Graffiti Media Ltd (gmg) and the owner immediately of any suspected infringement of the Copyright. To take such reasonable action as Graffiti Media Ltd (gmg) and/or the Owner shall direct at the expense of the Owner in relation to such infringement.

iii. To compensate Graffiti Media Ltd (gmg) and the Owner for any use by the client of the information other than in accordance with the Contract.

7. The client shall indemnify Graffiti Media Ltd (gmg) in respect of costs, damages or other actions arising from the list supplied in accordance with the instructions supplied to Graffiti Media Ltd (gmg) by the agency or the client. In any case where a claim is made against Graffiti Media Ltd (gmg) and where the agency or client may ultimately be liable under the terms hereof, notice in writing shall be given to him in order that consultations shall take place before any expense is incurred or the claim settled, defended or otherwise disposed of to his detriment.

8. Rates are subject to increase at any time up to acceptance of the order by Graffiti Media Ltd (gmg). The client has the option to cancel or continue at the revised rates.

9.

i. If the nett names agreement is less than 100% the client shall be entitled to claim a discount in the form of a credit note provided that:

a) the client claims the discount within 3 months of the invoice date.

b) when claiming a discount the client provides Graffiti Media Ltd (gmg) with such evidence satisfactory to Graffiti Media Ltd (gmg) that he is in fact entitled to a discount.

c) in any case the maximum discount to which the client shall be entitled shall be calculated according to the nett names agreement and if the evidence provided by the client under clause 9.i.a of these conditions shows a percentage of names and addresses actually used by the client is more than the nett names agreement then this percentage figure shall be used to calculate the discount and not the nett names agreement.

10. All orders are subject to user being registered under the Data Protection Act (1984) and a signed copy of the List User Warranty to be returned to Graffiti Media Ltd (gmg) prior to mailing date.

Additional Terms & Conditions for Website Design & Build and SEO:

If first payment is not received then unfortunately we cannot schedule the work to begin or reserve timeslots for the design of a website. Due to the number of projects we have, our time has to be managed effectively and all paid for work is scheduled and completed

as per the allotted time slot. Once delayed payment is received we can schedule the next available time slot. Throughout each project we need to ensure that the following steps are met in order to meet the expectations of customer service;

1. Following first 50% payment - Fully completed website design specification sheet

a. Upon submission to Graffiti Media Group Ltd we will review the spec sheet within 24 hours and reply with feedback and any further details needed

b. Once all information in the spec sheet is received we will pencil in a start date for the design of the website

2. Design of website submitted to the client for approval

a. Any alterations to be outlined and provided to Graffiti Media Group Limited

b. Graffiti Media Group Ltd will submit revisions to design

c. Once approval has been granted, we will then pencil in a start date for the coding of the website and an approximate day of completion will be provided

3. Subject to receiving all content the website build will begin on the agreed date. Required content includes but is not limited to:

i. Images for all pages

ii. Text for all pages

iii. Contact information

iv. Logo

v. Example product items

b. Graffiti Media Group Ltd will begin the work on the agreed start date, failing to provide all content will result in the start date being cancelled and rescheduled at the

next available time slot, again a date will be provided and subject to receiving all content will commence on this date.

c. All content to be provided by the client to Graffiti Media Group Ltd via email. We are unable to copy items from literature or printed items, any items provided that require extensive rewriting or change on final draft may be subject to additional cost.

4. Website completed and submitted for final approval.

a. Any reasonable changes will be made to the website as requested, however large changes/layout/structural changes or additions may be subject to additional cost

5. Once final approval is given on the website, Graffiti Media Group Ltd will submit a final invoice to the client. All websites given approval to go live will be subject to final payment. Final invoice to be paid within 14 days of completion Failing to pay the outstanding balance of a website within 14 days of completion will result in the suspension of the website and email accounts.

6. Upon receiving the required domain information for the project, Graffiti Media Group Ltd will make the website live within 72 hours (subject to domain propagation and final payment received)

All SEO campaigns are paid for monthly in advance.

Failing to pay the outstanding balance for any services within 14 days of invoice will result in the suspension of the service.