

TAXBRIEFS LIMITED TERMS AND CONDITIONS FOR CLIENT MARKETING PRODUCTS

1. Definitions

- (a) "Client" means the client named in the confirmation of order.
- (b) "Delivery schedule" means the schedule for delivery of the publications as set out in the confirmation of order.
- (c) "Acknowledgement of order" means the written acknowledgement from Taxbriefs Limited to the client confirming the client's order and requirements relating to the publications.
- (d) "Publications" means the publications that Taxbriefs Limited has agreed to produce and deliver to the client as described in the acknowledgement of order.

2. Price

- (a) The price is as stated in the acknowledgement of order.
- (b) While Taxbriefs Limited will always endeavour to accommodate the needs of the client, Taxbriefs Limited reserves the right to charge on a time and materials basis for: any work in addition to that described in the acknowledgement of order unless such work was made necessary by Taxbriefs Limited's default or delay; any additional, or alterations to, proofs required as a result of the client's failure to check and/or correct proofs submitted for approval; or any alterations which the client requires in respect of matters which were in the first instance left to Taxbriefs Limited's discretion.
- (c) All prices exclude VAT which, if payable, will be paid by the client in addition.
- (d) Payment must be received within 30 days of issue of the invoice. Interest is payable in respect of any fees or other amounts remaining unpaid 30 days after the date of the invoice. Such interest will be charged at a rate of 8% above the Lloyds TSB Base Rate from time to time from the date of the relevant invoice until its payment whether before or after judgement.

3. Delivery and acceptance

- (a) Delivery will be made to the client's address stated in the confirmation of order or as otherwise stated. Taxbriefs Limited may deliver the publications by instalments in accordance with the acknowledgement of order or the delivery schedule.
- (b) If the publications have not been delivered within three working days after the agreed delivery date, the client shall inform Taxbriefs Limited in writing. Taxbriefs Limited will then use all reasonable endeavours to procure delivery as soon as is reasonably possible.
- (c) If Taxbriefs Limited is unable to deliver due to any act or omission of the client, Taxbriefs Limited may store and insure the publications at the client's risk and expense until a mutually convenient date for delivery can be agreed.
- (d) Taxbriefs Limited warrants that it will produce the Publications using reasonable skill and care. It will use all reasonable endeavours to ensure that the correct number of publications are delivered and that the publications are produced to a high standard of quality.
- (e) The publications will be deemed accepted unless the client notifies Taxbriefs Limited in writing to the contrary within three working days after delivery. The grounds upon which the client may reject

the publications are set out in condition 3(f) below. However, the client should first allow Taxbriefs Limited a reasonable opportunity to remedy the defect, damage or error giving rise to the right to reject.

(f) The client may reject the publications on the grounds of, major physical damage to the publications, or quantified errors in the number of publications delivered (unless the number delivered is up to 3% over or under the number ordered).

(g) Products will be delivered exactly as per the client approved artwork.

(h) Taxbriefs cannot be held accountable for any errors in your artwork once you have approved your artwork.

(i) Failure to approve your artwork in the correct timeframe may result in your order not being delivered to the published schedule, or not going ahead, and you still being charged.

(j) The cost of your order includes two amendments to your artwork, further amendments may be charged at £15 per additional proof.

4. Risk, title and copyright

(a) Risk in any client or third-party material supplied to Taxbriefs Limited remains with the client.

(b) Risk in the publications passes to the client on delivery.

(c) Subject to conditions 4(d) and (e), title in the publications passes to the client when Taxbriefs Limited has received payment in full. Until Taxbriefs Limited has received payment in full, Taxbriefs Limited reserves the right to recover possession of, and to re-sell, the publications and may enter the client's premises for this purpose.

(d) The intellectual property rights (including copyright) in material supplied by Taxbriefs Limited for incorporation into the publications belongs to Taxbriefs Limited and may not be reproduced or resold in whole or in part in any format whatsoever. Copyright remains vested in Taxbriefs Limited and may not be used for any purpose other than that agreed between the client and Taxbriefs Limited.

(e) The intellectual property rights (including copyright) in material supplied by the client for incorporation into the publications belongs to the client.

5. Liability and indemnity

(a) Neither party shall be liable for any delay or breach of these conditions if it arises from causes beyond its reasonable control (which includes acts or omissions of third parties).

(b) Taxbriefs Limited shall not be liable for the omission of any statement which the client is required by law or any professional, governmental or regulatory authority to print on the publications unless the client notified Taxbriefs Limited in advance in writing that such statement should appear.

(c) Proofs of publications may be submitted for the client's approval and in that event Taxbriefs Limited shall not be liable for any errors not corrected by the client in respect of proofs so submitted and approved.

(d) Each party is responsible for the content and accuracy of all material supplied by it.

(e) Each party indemnifies the other in respect of any claim that the material supplied by that party infringes any third-party intellectual property right.

(f) Taxbriefs Limited limits its liability for direct losses to all sums received from the client.

(g) Taxbriefs Limited excludes all liability for indirect or consequential losses, for loss of profits, or loss of goodwill.

6. Content of Publications

- (a) The content of the publications is produced for immediate distribution. Whilst Taxbriefs Limited will use all reasonable endeavours to avoid errors, Taxbriefs Limited cannot accept liability for any error that may appear due to the circumstances of publication. Taxbriefs Limited will however include on all publications an invitation to the reader to contact the client for further advice.
- (b) Taxbriefs Limited cannot accept liability for any information in the publications which is changed as a result of amendments announced in any subsequent legislation or official press release.

7. Cancellation and termination

- (a) The client may cancel their order for any publication by giving at least 4 weeks' notice in advance of the planned publication date.
- (b) If a subscription has been agreed and part of it is cancelled the client will be surcharged for any discounts applied to products already received.
- (c) Either party may terminate these conditions immediately upon notice if the other is in material breach of any of the terms and has not remedied the breach within 30 days of a notice requiring it to do so.
- (d) Either party may terminate these conditions immediately upon notice if the other becomes bankrupt, enters into liquidation, passes a resolution for its winding up, has an administrator or receiver appointed over all or part of its assets, or makes any arrangement with its creditors.
- (e) Termination or cancellation will not affect any rights of the parties which have accrued up to the date of termination or cancellation.
- (f) Unless the client has cancelled or terminated for Taxbriefs Limited's breach, the client shall pay Taxbriefs Limited on a time and materials basis (or such other basis as may be agreed) for all work carried out by Taxbriefs Limited up to the date of termination or cancellation.
- (g) Upon termination or cancellation for any reason, each party shall promptly return to the other all materials supplied by that other.

8. General

- (a) These conditions and the confirmation of order contain the entire agreement of the parties with regard to their subject matter, and supersede all previous communications. All other terms, warranties and conditions, whether express or implied, are excluded.
- (b) These conditions, and the confirmation of order, can only be varied by the written agreement of both parties.
- (c) If any of these conditions or any part of the confirmation of order is invalid or unenforceable, this will not affect the validity or enforceability of the remaining terms.
- (d) Notices shall be in writing and sent by facsimile or by prepaid first class post to the address of the other party stated overleaf. Notices shall be deemed served (respectively) upon completion of transmission or two working days after posting.
- (e) These conditions, and the confirmation of order, are governed by English law and any dispute shall be determined by the English courts.

Clients are reminded that, under copyright law, they may not copy any materials supplied by Taxbriefs Limited without prior written consent.