



## TERMS AND CONDITIONS

### 1. BASIS OF CONTRACT

- The contract constitutes an offer by the client to purchase services in accordance with the conditions described in this document.
- The order is contractually accepted when **Blueprint Travel Media Ltd** (BTM Ltd) issues written acceptance in return to written confirmation from the client.
- Any samples, descriptions or illustrations issued by BTM Ltd are issued for the sole purpose of giving an idea of the services available. They shall not form part of the contract or have any contractual force.
- The following conditions apply to the contract to the exclusion of any other terms that the client seeks to impose.

### 2. SUPPLY OF SERVICES

- BTM Ltd shall supply services in accordance with the specification as described within the written agreement.
- BTM Ltd shall use all reasonable endeavours to meet any performance dates specified but any such dates shall be estimates only unless otherwise agreed.
- BTM Ltd shall have the right to make any changes to the services that do not materially affect the nature or quality of the services and BTM Ltd shall notify the client in any such event.

### 3. THE CLIENT'S OBLIGATIONS

- The client shall ensure that the terms of the order and any information it provides are complete and accurate; they shall co-operate with BTM Ltd in all matters relating to the services; provide BTM Ltd with information and materials as BTM Ltd may reasonably require and ensure that such information is accurate and comply with any additional obligations.
- If BTM Ltd's performance of any of its obligations under the contract is prevented or delayed by any act by the client: BTM Ltd shall have the right to suspend performance; BTM Ltd shall not be liable for any costs or losses sustained or incurred by the client arising directly or indirectly from BTM Ltd's delay and the client shall reimburse BTM Ltd on written demand for any costs sustained or incurred by BTM Ltd arising.

### 4. ADVERTISING STANDARDS

- Both parties shall comply with all applicable laws and Advertising Regulations issued, made or given by any Advertising Regulator.
- The parties will co-operate with each other in ensuring that factual information is available as required by any Advertising Regulation.
- The client must inform if they consider that any draft submitted is false or misleading or contrary to any applicable Advertising Regulation.

### 5. CHARGES AND PAYMENT

- Where the services are provided for a fixed price the total price shall be paid to BTM Ltd. All amounts due under this agreement shall be paid in full without any deduction or withholding.
- Any fixed price excludes the cost of any services reasonably provided by third parties for the supply of the services.
- The client shall pay in full within 30 days of receipt of each invoice.
- Without prejudice to any other right that BTM Ltd may have, if the client fails to pay on the due date BTM Ltd may charge interest on such sum from the due date for payment at the rate of 4%.
- All payments will be due immediately on termination of the contract.

### 6. INTELLECTUAL PROPERTY RIGHTS

- All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by BTM Ltd.
- The client acknowledges that their use of any such Intellectual Property Rights is conditional on BTM Ltd obtaining a written licence from the relevant licensor. The client shall be responsible for any licence fees.

### 7. APPROVALS AND AUTHORITY

- The client will notify BTM Ltd in writing of any change and BTM Ltd shall not be responsible for any delay in the performance resulting from the unavailability approval by: any fax, letter or purchase order.

### 8. AMENDMENTS TO WORK IN PROGRESS

- The client may request in writing to cancel or amend any work in progress. BTM Ltd will take all reasonable steps to comply provided that they are able to do so within its obligations with third party suppliers.
- In the event of any cancellation or amendment the client will reimburse BTM Ltd for any expenses incurred to which BTM Ltd is committed. The client shall also pay any costs incurred for work already undertaken.

### 9. WARRANTIES AND INDEMNITIES

- If there is an error in the published or publication is delayed, BTM Ltd will not be liable unless this is caused by its default or neglect.
- The client warrants that to the best of its knowledge information supplied will be accurate and not in any way contrary to English law.
- BTM Ltd work will be original to its authors, will not infringe the copyright of any third party in and will not contain anything obscene, blasphemous, libellous or otherwise unlawful.
- The client accepts full legal responsibility in respect of any work approved by it for publication and will indemnify BTM Ltd in respect of any loss or liability, costs or damages incurred as a result of use.
- BTM Ltd warrants that its personnel working shall be competent and suitable in every respect to perform the Services.

### 10. LIMITATION OF LIABILITY

- Nothing shall limit or exclude BTM Ltd's liability for: its negligence, or the negligence of its employees; fraud or fraudulent misrepresentation.
- BTM Ltd shall not be liable to the client for breach of statutory duty or the loss of profits; loss of sales or business; loss of contracts; corruption of software; loss of damage to goodwill and any indirect or consequential loss. BTM Ltd's total liability shall be limited to the total paid.

### 11. TERMINATION

- Without limiting its other rights or remedies, either party may terminate the contract by giving the other party 30 days written notice.
- The cancellation period for any service needed must not fall within 30 days of the due date of that service. The client's intention will only be effective in writing and upon confirmation of receipt of that notice.
- Without limiting its other rights either party may terminate the contract with immediate effect by giving written notice if: the other party takes any step into entering administration, provisional liquidation or being wound up or the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations has been placed in jeopardy.
- Without limiting its other rights, BTM Ltd may terminate the contract with immediate effect by giving written notice to the client if the client fails to pay any amount due on the due date for payment and remains in default after being notified to make such payment.
- Without limiting its other rights, BTM Ltd may suspend provision of service between the client and BTM Ltd if the client becomes subject to any of the events listed above or BTM Ltd reasonably believes that the client is about to become subject to any of them, or if the client fails to pay any amount due under this contract on the due date for payment.

### 12. CONSEQUENCES OF TERMINATION

- On termination of the contract for any reason: the client shall immediately pay to BTM Ltd all outstanding unpaid invoices and interest and BTM Ltd may submit a further invoices unfinished work; the client shall return any items which have not been fully paid for. If the client fails to do so, then BTM Ltd may enter the client's premises and take possession of them. Until they have been returned, the client shall be solely responsible for their safe keeping; the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach which existed at or before the date of termination or expiry; and clauses which expressly or by implication survive termination shall continue in full force and effect.