

TERMS AND CONDITIONS OF SUPPLY

1. The transaction shall be considered to take place in the United Kingdom and shall be subject to United Kingdom law only.
2. IAN DEAVIN MARKETING LTD (and associated brands) shall supply materials and services on a best-efforts basis, subject to a briefing of requirements and material information provided by the client. The client shall be responsible for that brief and any material subsequently published. The client shall indemnify and keep indemnified IAN DEAVIN MARKETING LTD (and associated brands) against all claims, damages, costs and expenses arising out of any legal claim arising out of work carried out on behalf of the client, including but not limited to, claims related to intellectual property rights.
3. IAN DEAVIN MARKETING LTD (and associated brands) shall make its best efforts to submit releases to subject publications, but are not responsible for reception or acceptance, or for the form in which material may appear. Placement charges, where applicable, fall outside any IAN DEAVIN MARKETING LTD (and associated brands) fee arrangement.
4. IAN DEAVIN MARKETING LTD (and associated brands) shall invoice for work in GBP on the basis of payment due on the 30th day after date of invoice. IAN DEAVIN MARKETING LTD (and associated brands) reserves the right to back charge late payment surcharges at a rate permitted by law, however we are happy to discuss other arrangements e.g. on a regular BACs basis. Where transfer of ownership of rights and or materials are involved in the supply then this ownership will remain with IAN DEAVIN MARKETING LTD (and associated brands) until payment is received in full.
5. Monthly fees will be invoiced in GBP on 1st of each month in advance.
6. Clients shall indemnify IAN DEAVIN MARKETING LTD (and associated brands) as principal in the case of all orders on their behalf to outside suppliers.
7. Disbursements – to be charged as accrued.
8. A period of three months notice on either side shall be required for cancellation of a fee account. Special projects may only be cancelled where this can be negotiated with outside suppliers.
9. Major Projects
 - a. Where advance payments to outside suppliers are required, these will be charged in advance against an agreed costing schedule.
 - b. Literature, website and similar production will be charged on a "stage" basis.
 - c. Advertising media costs will be charged at the beginning of the agreed project.

In the case of a project management style of commission, requiring close involvement with client personnel and with other suppliers on their behalf, often in an informal fashion, standing in place of client personnel and acting on independent initiative – it is understood that IAN DEAVIN MARKETING LTD (and associated brands) shall carry out the work on a best efforts basis without guarantee of any sort and that the client shall indemnify IAN DEAVIN MARKETING LTD (and

associated brands) in all cases including, but not limited to, negligence and infringement of intellectual property rights.

10. General Data Protection Regulations (GDPR): Please see our Privacy Policy available on request or on our website: <http://www.theindustrialmarketingagency.co.uk/about-us/legals/>.

11. Associated brands include “The Industrial Marketing Agency”, “Shefford Marketing Agency”, “Shefford Community Festival”.

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