



Inscape Solutions Limited
3 Long Hedge Lane, Worthington
Ashby de la Zouch, LE65 1RL
UK
+44 (0) 1530 222657
info@inscape-solutions.co.uk
www.inscape-solutions.co.uk

Terms and Conditions of Business

Agreement between

This agreement shall be between the Client and
Inscape Solutions Ltd whose address for service is:

3 Long Hedge Lane
Worthington
Ashby de la Zouch
Leicestershire
LE65 1RL UK

Services

Inscape Solutions Ltd undertakes to provide these
services:

- Development of communications materials
- Design and provision of master artwork for communications and presentations
- Project management of integrated production regimes for agreed communications materials.

Appointment

The Client engages Inscape Solutions Ltd as
consultant of the Client's business for the negotiated
Term of this agreement.

Inscape Solutions Ltd's obligations:

- To advise and assist the Client as required in nominated branches of its business
- To comply with the reasonable directions of the the Client and use best endeavours to promote the interests of the Client.

The Client's obligations:

In consideration of the services to be rendered by
Inscape Solutions Ltd under this agreement The
Client shall pay to Inscape Solutions Ltd:

- A fee variable at the negotiation of the Client based on the daily activity of Inscape Solutions Ltd, or a rate agreed for generation of artwork or an agreed price for production of materials against an agreed specification.
- Such additional sums (if any) as shall from time to time be determined by the the Client having regard to the services rendered by Inscape Solutions Ltd.
- The Client shall reimburse to Inscape Solutions Ltd all reasonable travelling expenses properly incurred in the performance of duties under this agreement provided that the Client may require such expenses to be duly vouched by written evidence where procurable.

Confidentiality:

Not at any time during or after the Term to divulge or allow to be divulged to any person any confidential information (relating to the business or affairs of the Client) other than to persons who have signed a secrecy undertaking in a form approved by the Client.

Delegation:

Not to delegate any duties or obligations arising under this agreement otherwise than may be expressly permitted under its terms.



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Intellectual Property:

- Not to cause or permit anything which may damage or endanger the Intellectual Property or other intellectual property of the Client or the Client's title to it or assist or allow others to do so.

Termination

The following obligations are conditions of this agreement and any breach of them shall be deemed a fundamental breach which shall determine this agreement immediately and the rights and liabilities of the parties shall thereafter be determined

- i) Failure on the part of the Client to make punctual payment of all sums due to Inscape Solutions Ltd under the terms of this agreement
- ii) Failure on the part of Inscape Solutions Ltd to observe any obligation under this agreement not requiring Notice to be served and in the case of obligations requiring Notice to be served failure to comply with the terms of any notice
- iii) The levying of any distress or execution against the Client or the making by him of any composition or arrangement with creditors or being the Client's liquidation (other than a members' voluntary liquidation)

Delivery up of documents on termination

If so required, Inscape Solutions Ltd shall upon the termination of the engagement immediately deliver up to the Client all correspondence documents specification papers and property belong to the Client which may be in his possession or under his control

Status of Inscape Solutions Ltd

During the term Inscape Solutions Ltd shall be an independent contractor and not the servant of the Client.

In such capacity Inscape Solutions Ltd shall bear exclusive responsibility for the national insurance and for discharge of any income tax and VAT liability arising out of remuneration for work performed under this agreement

Inscape Solutions Ltd shall not be subject to directions

from the Client as to the manner in which he shall perform his work except where this is negotiated as a prerequisite of the agreement.

Supersedes prior agreements

This agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the Commencement date but without prejudice to any rights which have already accrued to either of the parties

Terms of payment:

The Client shall make payment of Inscape Solutions Ltd's invoice within a period of 30 days from the date of that invoice.

VAT

All sums payable under this agreement unless otherwise stated are exclusive of VAT and other duties or taxes.

- Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums.
- No liability on part of Inscape Solutions Ltd unless Inscape Solutions Ltd in default
- Inscape Solutions Ltd shall not be liable to the Client for loss or damage to the Client's property or business unless due to the negligence or other failure of Inscape Solutions Ltd to perform its obligations under this agreement or under the general law.

Signed by Nigel Wilkins
Managing Director of the company