



# Assent

## General Terms and Conditions

Last Updated: 21/07/2011

### Definition of Terms

References to "We", "Us", "Our", "Our Selves", "The Company", "Assent" and "Assent Media" refers to the service provider, Associate Enterprises Limited. References to "You", "Your", "The Customer", "The Client" refers to the party or parties entering in to this agreement with Associate Enterprises Limited.

### Definition of Service

Associate Enterprises Ltd will provide the products and services as agreed in the most recent dated quote or project document. Services will begin when the client has given a written or verbal confirmation and, if required, a Purchase Order.

We reserve the right to submit an amended quote or project document, should the client's requirements change.

### Payment Terms

Client accounts may be subject to credit limits and a deposit may be required. We may also operate a credit check service.

Settlement of account is requested by invoice within 30 days of the invoice date, unless otherwise agreed. Payment is to be made in full and within this time.

We reserve the right to apply an interest of 8% above the bank of England base rate on late balances, calculated pro rata daily as per the Late Payments Act (1998).

By Policy, debts exceeding 90 days (60 days over due) are referred to a debt collection agency and the client will become liable for any additional costs incurred. Please note services may be withdrawn if payment is over due.

### Cancellation of Services

By agreeing a quote and/or service plan you enter into a contract bound by these terms and conditions. If you withdraw the order after accepting the quote you will be liable for the costs of service to date.

Annual and monthly services can be cancelled with one clear month of advanced notice unless covered by another agreement.

### Information and Content (IPR)

The client must be the legal copyright holder of any content provided and must be authorised to commission such works as is being undertaken. We reserve the right to refuse to work with any content we deem to be inappropriate.

You hereby declare that any information, material, content, intellectual property, idea or brand that you request us to work with is the property of the client and/or you have full rights to it. We will not be held responsible for the infringement or any copyright, intellectual property or fraudulent activity performed as a result of services we have provided. It is the client's responsibility to ensure ownership and legality of any content, idea or concept we are asked to develop.

Content can be provided to us by email, Secure FTP site, CD/DVD or hard copy. Our retention policy of such material is 30 days after project completion. Material not requested back by the client will be destroyed.

### Use of your Information

Your intellectual property rights will be respected and treated as per our Data Protection Policy.

Any information or content you provide will be used only for the purposes of completing the work as defined. We will handle your information responsibly and securely. Any "personal data" and/or "sensitive personal data" (as defined in the legislation) are processed in accordance with the Data Protection Act 1998.

We cannot accept liability for any processing conducted outside our remit. Please refer to our Data Protection Policy for more details.

### Relationship

Associate Enterprises Ltd is an independent service provider, and therefore this agreement does not create any employer/employee, partnership, or joint venture with the client.

### Assignment and Delegation

We may sub-contract or otherwise delegate part, or all, of a client's project to carefully selected parties for completion.