

Showcase

connecting business & culture

Showcase International Limited

Registered office

Company name	Showcase International Limited
Registered office	23 Hanover Square Mayfair London W1S 1JB
Company registration	Registered in England Number 5004566 30 th December 2003
VAT	Vat number GB 835 228 233

Showcase Terms of Business

1. General.

1.1 Definitions.

In these Terms and Conditions:

"the Agreement"	Means the agreement entered into between the Client and Showcase should the Client wish Showcase to undertake the work embodied in the Project
"the Client"	Means the party instructing Showcase to prepare a Project Proposal or undertake a Project
"the Conditions"	Means these Terms and Conditions
"the Contract"	Means the contract which may be entered into between the Client and Showcase if the Client requires Showcase to prepare a Project Proposal for the Client
"Exploratory Contact"	means a meeting or a discussion with the Client wherein a Client may outline a project which the Client may wish to undertake
"Showcase"	means Showcase Limited whose registered office is situated at 23 Hanover Square, Mayfair, London W1S 1JB
"Parties"	means the Client and Showcase and "Party" means either one of them
"Project Proposal"	means a document in writing prepared by Showcase for the Client, in connection with consultancy, sponsorship, event, events management, communications, promotional campaigns,

	fundraising or other activities, which will outline the program and budget for the Project which the Client may wish Showcase to undertake
"Project"	means the work as set out the Project Proposal, but which may be amended by the Parties and, which if agreed between the Parties, will be undertaken by Showcase as set out in the Agreement
"VAT"	means value added tax and any tax of a similar nature substitutes for it or in addition to it

2. Exploratory Meeting.

Showcase is pleased to hold exploratory meetings with prospective Clients without obligation or charge. The prospective Client can then decide whether the Client wishes to brief Showcase to prepare a Project Proposal.

3. Preparation of a Project Proposal.

Following a full briefing Showcase will prepare a Project Proposal:

3.1 Where a Project requires a detailed presentation, including format, time scale, outline schedule for implementation, budget, including fees, media potential and benefits the Client will incur charges for this work. (paragraph 4.1 of the Conditions refers)

3.2 Where the Project is straightforward and requires a summary of the work to be undertaken and associated fees and costs no charge will be incurred for this work.

4. Fees

4.1 Fees for the Project Proposal

Fees for the Project Proposal and a delivery date will be agreed in advance and included in a Contract for exchange before work commences on the Project Proposal.

4.2 Fees for the Project

Showcase fees will be set out in the Project Proposal, which will also include estimates of any third party costs and other expenses

5. The Agreement.

The Agreement will set out such matters which as will be needed to complete the Project.

The Agreement will be signed and completed before Showcase undertakes the work comprised in the Project.

6. Third party costs and other expenses

Third party costs, office and travel expenses incurred by Showcase on the Client's behalf shall be invoiced to the Client in accordance with the agreed Project Proposal budget.

Showcase reserves the right to apply a service charge to creative and communication services, including design and print, advertising and media purchase and other charges which are not set out in the Project Proposal budget to reflect specific costs incurred.

7. VAT

VAT at the applicable rate will be added to Showcase's fees unless zero rating or an exemption applies.

8. Payment

Payment in full of Showcase's fees shall be made promptly and in any event within 30 days from the date of Showcase's invoice to the Client.

9. Interest.

Showcase may charge interest on unpaid bills and will do so at the rate of 4 per cent per annum above the HSBC Bank rate current from time to time from the date of submission of Showcase's invoice to the Client if a bill is not paid within 30 days from the date of Showcase's invoice to the Client.

10. Intellectual Property.

Ownership of all intellectual property rights of any nature whatsoever for all the work prepared, designed, created, commissioned, written or otherwise created or acquired by Showcase for a Proposal Project and/or for a Project shall be owned by Showcase unless expressly assigned to the Client in writing.

This Condition shall survive termination of a Contract for a Project Proposal and/or for an Agreement for a Project.

11. Licence to use the concepts and work comprised in a Project Proposal and/or a Project.

Showcase will grant a once only non-exclusive right to the Client to use the concepts and work set out in a Project.

If the Client wishes to use the work and concepts comprised in any Project Proposal, but does not instruct Showcase to undertake the Project, then this will be the subject of further negotiations between the Parties as to the fees and terms applicable to such use.

If the Client wishes to use the work and concepts comprised in any Project undertaken by Showcase on the Client's behalf in any future use and/or activity, then this will be the subject of further negotiations between the Parties as to the fees and terms applicable to any such further use and/or activity.

12. Approvals and Authority

Showcase will be responsible to the Client for all activities undertaken by its affiliates, subcontractors and suppliers, subject to the following.

Showcase shall use reasonable care and skill in the selection and appointment of such persons and the agreement of the terms and conditions of such appointment. In particular Showcase shall seek to ensure that the terms and conditions are consistent with the Conditions and any Contract and any Agreement between Showcase and the Client. Showcase will show any such terms and conditions to the Client on written request by the Client.

After completion of the Agreement Showcase will submit to the Client for specific approval as required by the Client.

Written (or, in exceptional cases, oral instructions from the Client, followed by written confirmation from Showcase to the Client) communication approval (which shall permit confirmation of communication by either Party by email) by the Client of drafts or proofs will be taken by Showcase as authorisation to proceed to publication, and such approval will be taken as authorisation to enter into contracts with third parties on the basis of estimates submitted to Showcase.

Where the Parties have agreed a time dependant Project, then Showcase will have the right to assume deemed consent by the Client of any matter requiring the specific approval of the Client, if the Client has not replied in writing to Showcase, after a written request from Showcase to the Client for specific approval, within a period of 21 days after notice has been served by Showcase on the Client in accordance with the Conditions and the Client will be responsible for any costs or expenses of implementing such deemed consent.

Showcase will take all reasonable steps to comply with any written requests from the Client to amend, halt, reject or cancel work in preparation, insofar as this may be possible within the terms of Showcase's contractual obligations to third parties.

Amendments or cancellations will be implemented by Showcase only on the understanding that the Client will be responsible for any costs or expenses incurred prior to, or as a result of, the cancellation or amendment and which cannot be recovered by Showcase (acting reasonably).

13. Notices

Any notice to be served on either of the Parties by the other shall be sent by prepaid recorded delivery or special delivery post to the address of the relevant Party shown at the head of this agreement or by facsimile transmission or by electronic mail and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by facsimile transmission or by electronic mail to the correct facsimile number or electronic mail number of the addressee.

14. Confidential Information

Neither Party shall during or after the term of any Contract and/or Agreement disclose without the other Party's prior written permission any confidential information either concerning the other Party's business, its business plans, customers or associated companies supplied by either Party or resulting from studies or surveys commissioned in accordance a Project Proposal and/or a Project ("Information").

Showcase shall where so requested in writing by the Client impose obligations in terms equivalent to those above on its own personnel and obtain written assurances from any third parties to whom Information has to be disclosed in order to enable Showcase to carry out its obligations under any Project Proposal an/or Contract and/or Agreement.

For the avoidance of doubt the restrictions in this clause shall not prevent:

14.1 the disclosure or use of Information in the proper performance of the Party's duties;

14.2 the disclosure of Information if required by law;

14.3 the disclosure of Information which has come into the public domain otherwise than through unauthorised disclosure.

Nothing in the Conditions shall affect Showcase's right to use as it sees fit any general marketing or advertising intelligence gained by Showcase in the course of preparing a Project Proposal and, if applicable, when undertaking the work comprised in a Project.

15. Enticement

Neither Party will offer employment to employees of the other Party during the period of a Contract and/or an Agreement or within 6 months of its cessation of any such Contract and/or Agreement.

16. Liability and Insurance

16.1 Professional Indemnity

The Client indemnifies, and keeps indemnified, Showcase against any and all proceedings, claims, damages, losses, expenses or liabilities which Showcase may incur or sustain as a direct or indirect result of, or in connection with, any information, representation, reports, data or material supplied, prepared or specifically approved (as described in paragraph 11 of the Conditions) by the Client, particularly in relation to proceedings under the Trade Descriptions Act 1968. Such material shall include press releases, articles, copy, scripts, artwork, detailed plans and programmes.

16.2. Client's Property

Goods or information made available by the Client to Showcase for the purposes of demonstration or publicity, or for any other purpose arising from, or in

connection with a Proposal and/or an Agreement, shall be and at all times remain at the sole and entire risk of the Client, and Showcase shall not be the subject of any liability for it.

17. Waiver.

Failure by either the Parties to enforce at any time or for any period any one or more of Conditions or of any Contract and/or Agreement shall not be a waiver of them or of the right at any time thereafter to enforce all terms of any such Contract and/or Agreement.

18. Force Majeure.

The Parties will be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulations or if any other cause beyond the reasonable control of either of the Parties renders performance of any Contract and/or Agreement impossible, and whereupon all money due to either of the Parties shall be paid immediately.

19. Variations.

Except as otherwise as may permitted in the Contract and/or the Agreement no change in the Conditions and/or the Contract and/or the Agreement will be effective unless it is in writing and signed by a duly authorised person of the each of the Parties.

20. Arbitration.

Any dispute arising between the Parties and under the provisions of the Conditions and/or the Contract and/or the Agreement either Party may refer the matter to a single Arbitrator to be appointed in the absence of agreement by the President for the time being of the Chartered Institute of Arbitrators in accordance with the provisions of the Arbitration Act 1996 or any statutory amendment thereto.

21. English Law.

The Conditions will be governed by and construed in accordance with English law and each Party hereto submits to the exclusive jurisdiction of the English courts in relation to any disputes arising out of or in connection with the Conditions and/or the Contract and/or the Agreement

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