



COMPLETELY CREATIVE LIMITED

TERMS AND CONDITIONS OF BUSINESS

IMPORTANT: These terms and conditions of business are to be read in conjunction with the Signature Page(s) to which they are attached. Together they shall form and govern the contract (“Contract”) between Completely Creative Limited (“Completely”) and the Client. Completely may agree modifications to the Contract from time to time but such modifications will only be effective to bind Completely if in writing and signed by a Director of Completely and cannot be inferred from a course of behaviour.

Clients of Completely’s internet-based commercial and residential property advertising services should, in addition to the general terms and conditions of business numbered 1-13 and the Signature Page(s), pay particular attention to the terms and conditions set out in conditions A.1 to A.2 below.

1 The general scope of the Contract

- 1.1 Completely may provide brand consultancy and creative design advice and services relating to the marketing, advertising, promotion and packaging of the Client’s goods and/or services and generally in regard to the Client’s brand and corporate identity and, in particular in regard to a range of internet-based services to the commercial and residential property sector (“the Service”). It may, on request, pitch for such work (a “Pitch”) and/or it may provide such advice in accordance with an agreed brief, the specific work often being outlined in a proposal either incorporating or forming part of an estimate of charges and costs.
- 1.2 In the event of an unsuccessful Pitch, the Client will not use any designs documents concepts ideas or information provided as part of the Pitch (“Pitch Material”) and will return all Pitch Material, without retaining any copies, to Completely.
- 1.3 In the event of a successful Pitch, the Client shall take all reasonable steps to inspect the Service or goods immediately after delivery or installation. If the Client shall have any complaint about the quality of the Service or goods provided, notice to that effect shall be given to Completely within seven days of delivery of the Service or goods (in whatever form and on whatever media) or installation. In the absence of such notification the Client shall be deemed to have accepted the supply of the Service or goods.
- 1.4 Completely reserves the right to outsource from sub-contractors services that are required for the provision of the Service including but not limited to printing, photography, signage, artwork and design.
- 1.5 Completely cannot guarantee that emails sent to it will be received and all communications from the Client under this condition 1 should be sent or confirmed by personal delivery, post or fax. Completely shall not be bound by any instruction or communication given by any other means.

2 The Client’s duty to provide information

The Client shall be responsible for providing Completely with all necessary information concerning its goods and/or services, to enable Completely to design the Service appropriately. Completely shall not be responsible for and the Client



shall indemnify Completely against any loss or damage of whatsoever kind arising, whether suffered by the Client or by Completely for failure to do so.

3 Delivery

The delivery times of the Service stated by Completely are reasonable estimates only. Although Completely will use its reasonable endeavours to meet all such delivery times quoted, Completely shall not be responsible for any delay that is not directly and exclusively attributable to the fault of Completely. Time shall not be of the essence of the Contract.

4 Contract Prices/Title

4.1 Unless stated otherwise in the Signature Page(s), the price for the Service ("Price") includes:

4.1.1 studio costs and fees, plus additional charges for extras and modifications, to the brief

4.1.2 third party costs plus, where appropriate, a reasonable handling charge thereon

4.1.3 all reasonable costs and expenses including (but not limited to) materials, travelling and accommodation, courier fees, save that any estimate thereof is exclusive of VAT and local taxes (where appropriate).

4.2 Unless previously withdrawn, any estimate of the whole or any part of the Price shall remain valid for 2 months and is given in good faith and shall be treated as an estimate only and all errors and omissions shall be excepted. Completely reserves the right to pass on any increase in third party costs (including labour postage and materials between estimate and booking during the period of the contract) as part of the Service.

4.3 Once fixed, payment of the Price shall be made in pounds sterling within 30 days of the date of invoice and without any set off or counterclaim. Completely shall be entitled to charge interest on overdue sums at the rate of 3% above the base rate for the time being of Barclays Bank Plc and its rights thereunder shall not be deemed waived by its acceptance of any payment. If full payment of the invoiced amount is not made by the due date then all and any collection costs and charges subsequently incurred by 'Completely Creative' will be additionally recoverable in full from the customer.

4.4 Title to or license to use (as the case may be) any property or Intellectual Property forming part of the Service shall pass to the Client when and only when the Price for the Service has been paid in full.

4.5 Where the Contract is agreed to be delivered in stages, Completely shall be entitled to be paid 50% of the Price for each stage in advance.

4.6 For new Clients, Completely may, at its discretion, invoice up to 50% of the total estimated fees and/or costs in advance and work will not become due for commencement until this any such invoice has been paid in full.

4.7 All third party costs may be invoiced prior to commissioning and Completely reserves the right to delay the commencement of work until all (or such proportion as Completely shall at its discretion decide) of such third party costs have been paid.

4.8 The Client may be required to pay postage costs in advance of mailing and Completely shall not be liable for any delays to the commencement of work as a result of the Client's failure to pay on or before the date specified.

4.9 Completely reserves the right to charge for the storage of Client's work which has not been collected within 30 days of Completely having given notification to the Client that it is ready for collection or installation.



- 4.10 The Client will be responsible for all costs (including the additional fees of Completely at its then current rate) incurred as a result of Client corrections, variations or additions to any work which has been previously approved by the Client
- 4.11 Any third party advertising medium costs arising shall be charged to the Client by Completely, plus a reasonable handling fee.
- 4.12 Completely may, for an extra fee and at its complete discretion, grant to the Client an extended usage licence to use its Intellectual Property beyond the period included as part of the Service.

5 Intellectual Property

- 5.1 **Licence:** The copyright of Completely and/or its subcontractors in literary, musical and artistic work (including specifications, designs, drawings, maps, plans, illustrations, texts, scores, photographs, films and music whether stored or displayed physically or electronically and on whatever medium) and design right in designs and goods and any trade marks of Completely, whether registered or unregistered (“the Intellectual Property”) forming part of the Service belongs to Completely (or where appropriate its contractors or suppliers) and is hereby asserted and, subject to the provisions of Condition 5.2, the Client is licensed (on a non-exclusive basis save in respect of aspects and features of the Service that are idiosyncratic to the specific Client and which are not commonplace in work of a similar nature) to use the Intellectual Property in the delivered Service that is chosen for implementation (“the Final Work”) for the intended purpose declared to Completely by the Client. The licence granted to the Client does not (unless expressly agreed otherwise) include a right to adapt or modify the Final Work.
- 5.2 **Unused confidential information:** The Client accepts that all idea concepts and materials presented to the Client by Completely as part of the Service but which are not embodied within the Final Work and subsequently implemented by the Client are the confidential information of Completely and all rights in those ideas concepts and materials shall remain the property of Completely.
- 5.3 **Reservation of technical and artistic concepts:** Completely will not infringe the Client’s usage rights in the Final Work but reserves exclusive right to use all other designs software concepts ideas or intellectual property developed during the course of the Service.
- 5.4 **Multi designs:** If more than one design is chosen by the Client and this was not provided for in the agreed brief for that Service, Completely reserves the right to charge the Client an additional fee.
- 5.5 **Contractors’ intellectual property:** Completely will use all reasonable endeavours to secure access to the relevant intellectual property rights of its contractors or of any contractors engaged by Completely on behalf of Clients, though Clients are reminded that illustrators and photographers may wish to retain ownership of the original illustration/photography and may demand its return undamaged. Although this should not restrict the Client’s use of any illustration or photograph within the negotiated usage rights, Completely does not warrant or undertake that to be the case.
- 5.6 **Originality:** Completely warrants that its own design work is original and that it will not knowingly or negligently infringe the rights or intellectual property of a third party but it is under no obligation to make any enquiry in this respect and it shall have no liability to the Client in respect of any infringement or alleged infringement of intellectual property or passing off.



- 5.7 **Further assurance:** Completely will on demand and at the cost of the Client execute such reasonable documents and do such things as are necessary to give effect to this condition 5.
- 5.8 **Indemnity:** The Client will indemnify Completely against all liabilities, costs (including any legal or other professional costs on a full indemnity basis), expenses, damages and losses of whatsoever kind, including any consequential losses, loss of profit and loss of reputation arising as a result of the use by Completely of any materials (including maps and plans) and information provided by or on behalf of the Client and the Client must ensure that it has the necessary ownership of or any rights under license in materials it provides (directly or indirectly) to Completely so that they may be used by Completely in the provision of the Service.

6 Termination of the Contract

- 6.1 The Client shall be entitled to terminate the Contract upon not less than three months notice at any time (or upon such lesser period of notice as specified in the Signature Page) and thereupon shall immediately pay to Completely all fees due up to termination and all third party disbursements which cannot be cancelled.
- 6.2 Following termination and, subject to the payment to Completely of all sums due pursuant to condition 6.1, the Client shall be entitled to select and will be granted continuing Intellectual Property usage rights (but for the avoidance of doubt not including a right to adapt and modify such work, as provided in condition 5.1), in any of the designs that have been delivered to the Client prior to the date of termination.
- 6.3 Completely shall be entitled to terminate or suspend the Contract if any part of the Price is due for payment and is outstanding (and not formally disputed) for 30 days or more after the due date, or if the Client shall go into liquidation, receivership or administration or if it shall enter into an agreement with its creditors or if Completely has any other reasonable grounds to believe that the Client is unable to pay their debts as they fall due. 6.4 Completely reserves the right to terminate the Contract forthwith if the Client is in continuing breach of the Contract, and having been served with 14 days notice within which to remedy such breach has failed to remedy the breach. Completely further reserves the right to terminate the Contract forthwith if, in its reasonable opinion, the continuing association with the Client may be damaging or detrimental to the goodwill or reputation of Completely.

7 Duty of confidentiality

- 7.1 Each of Completely and the Client will keep confidential any confidential information which the other supplies in connection with this Agreement. Confidential information includes all information marked as being confidential and all other information which might reasonably be assumed to be confidential (such as, for example, financial information). Each party will only use the confidential information of the other party in connection with its obligations under this Agreement.
- 7.2 Obligations as to confidentiality in this Agreement will not apply to any information which:
- 7.2.1 is available to the public other than because of any breach of this Agreement;
 - 7.2.2 is, when it is supplied already known to whoever it is disclosed to in circumstances in which they are not prevented from disclosing it to others;
 - 7.2.3 is trivial or obvious; and
 - 7.2.4 is required to be disclosed by law or by any court or tribunal with proper authority to order its disclosure.



7.3 Each party shall comply with its obligations under the Data Protection Act 1998 relating to the use and storage of personal data.

8 Client's responsibility for implementation

8.1 In the case of graphic designs full responsibility for implementation, display, electronic integration and compatibility, back up, production and manufacture of the Service shall remain with the Client unless this shall specifically and expressly form part of the Service.

8.2 In the case of three dimensional designs:

8.2.1 subject as provided in condition 2, Completely will advise on implementation based upon normal production methods and techniques.

8.2.2 Proposals for implementation of the Service are based upon the information provided by the Client and no warranty or representation is given concerning performance. Unless expressly agreed otherwise, Completely is not responsible for the production of any goods arising from the Service, full responsibility for which remains with the Client.

8.3 Save where Completely have agreed that it is part of the Service, full responsibility for implementation, display, electronic integration and compatibility, back-up, production and, if appropriate, the responsibility for manufacture of the Service shall remain with the Client and the Client shall keep Completely fully and effectively indemnified in respect of any claim, howsoever arising, under consumer protection or other legislation.

8.4 In the case of electronically displayed designs, the Client agrees to take full responsibility in regard to obtaining any relevant licenses for proprietary software. The Client agrees to inform Completely as to all final requirements and within seven days thereafter such designs will be deemed to have been accepted.

9 Limitation of liability

9.1 The liability of Completely under the Contract or in tort (other than in respect of death or personal injury) shall not exceed the greater of the sums paid by the Client under the Contract or such sum as shall be receivable by Completely in respect of any claim under any insurance policy effected by Completely from time to time in regard to such claims.

9.2 Completely shall not be liable to the Client for any indirect or consequential loss (including, loss of sales, profit, loss of production/goodwill, reputation, opportunity, or packaging or distribution costs).

9.3 If the Service requires the provision of other contractors' services then Completely will advise on and procure such other contractors' services on behalf of the Client. Completely will not be responsible for defaults of any such other contractor but will give all reasonable assistance to the Client to enforce its rights against any defaulting contractor.

9.4 Where an error is found in delivered work that is the responsibility of Completely then the liability of Completely shall be limited to correcting or replacing (as appropriate) the work.

9.5 The Client accepts reasonable tolerances in relation to the Service including in respect of paper quality, colour overs and shortages.

9.6 Completely shall not be responsible for any errors apparent in artwork, copy or proofs that have been signed off or approved by or on behalf of the Client.

9.7 Unless stipulated the Price shall include a maximum of two sets of author's corrections and amendments. Any further corrections or amendments will be charged for at the prevailing hourly rate(s) as set out in the commercial terms in the Signature Page(s).



- 9.8 Completely does not warrant to the Client the results of any marketing and/or campaign aspect of their Service.
- 9.9 Where direct mailing applies to the Contract, the Client is solely responsible for complying with the terms and conditions of the data supplier regarding the use of mailing lists.
- 9.10 Completely's responsibility for mail will cease as soon as it has been accepted by the Royal Mail (or other distributor agreed or nominated by the Client).
- 9.11 Completely will not be liable to the Client for the non-receipt non-delivery or misrouting of email.
- 9.12 The internet is not a stable medium and Completely does not accept liability for technical difficulties that may result in any site hosted by Completely crashing or from an interruption to or any corruption of such site.

10. Hosting

10.1 Completely do not allow any of the following on sites hosted by it:

10.1.1 any illegal, unlawful or (in the reasonable opinion of Completely) unsocial material or activity including any material or activity in contravention of any law. It is the Client's responsibility to verify whether the content contravenes any law or other regulations including inter alia those relating to the collection storage and use of personal data.

10.1.2 any content which infringes any patent, trade mark, trade secret, copyright or other proprietary right of Completely or any third party.

10.1.3 Completely reserves the right (and will have no liability for any consequences thereof) to immediately suspend for any period of time (or, after consultation with the Client, to terminate the hosting) any site hosted by or on its behalf if in its opinion there is displayed on the site anything that is offensive, harmful, threatening, abusive, of an adult nature, in breach of any law or third party right, defamatory, obscene, vulgar, invasive of another person's privacy, hateful, racially or ethically unacceptable, disruptive or in any way whatsoever contrary to what Completely considers to be good, lawful and ethical business practice on the worldwide web. The opinion of Completely with regard to such matters shall be final (except where manifestly in error). Where Completely exercises its rights in this regard then it shall inform the Client as soon as is reasonably practical and provide an explanation for the action that it has taken.

11. Publicity

11.1 Once the Service is in the public domain Completely shall have a right to reasonable publicity.

11.2 Completely hereby reserves and asserts all moral rights in regard to the Intellectual Property.

12. Non-solicitation

12.1 The Client agrees that whilst Completely is providing Services to it and for a period of twelve months thereafter it shall not:

12.1.1 approach any of the employees of Completely regarding the possibility of them providing services directly to the Client independent of Completely.

12.1.2 engage or employ or offer to engage or employ an employee or former employee (being a person who has been an employee of Completely in the previous six months) for the provision of services that Completely is capable of providing.



12.1.3 contract directly with any other contractor which Completely has engaged in connection with the provision of the Services to the Client within two years after the termination of the Contract.

13 Legal

13.1 The Contract shall be subject to English law and any dispute between Completely and the Client, if not first resolved under condition 13, shall be submitted to the exclusive jurisdiction of the English Courts.

Completely Creative's internet-based advertising services

A.1 Completely Obligations

A.1.1 Completely will provide an internet property listing service for displaying data ("Scheme Data") to visitors of Completely's advertising website(s) ("Website(s)") along with additional services to assist with the management, advertising and promotion of the Scheme Data.

A.1.2 Completely shall be responsible for the production, maintenance and editorial presentation of the Website(s).

A.1.3 Completely will use reasonable endeavours to maintain the availability and performance of the Website(s).

A.1.4 Completely accepts no responsibility for checking the accuracy of the Scheme Data.

A.1.5 Completely reserves the right to edit, review, suppress or remove Scheme Data if it believes it is inaccurate, inappropriate or, in its opinion, contravenes any applicable laws and regulations for the term of the Contract.

A.1.6 Completely will use reasonable endeavours to ensure that Scheme Data is not altered in such a way as to misrepresent any data contained.

A.1.7 Any necessary updates to the Scheme Data will be provided to Completely in writing by the relevant asset manager at the Client. The costs for all reasonable updates are covered in the Signing Sheet specification.

A.1.8 Completely will notify the Client of any changes to the Signing Sheet specification in which the Scheme Data is provided by one month's written notice in advance, except where changes are essential to the proper operation of the Website(s), in which case Completely will notify the Client as soon as reasonably practical.

A.1.9 Completely grants to the Client the non-exclusive rights to use the Completely logo, name and Website address in any advertising, promotion material and displays in accordance with any instructions that Completely may issue from time to time and/or display upon the Website(s) and in a manner that does not bring Completely into disrepute or misrepresent the Client's relationship with Completely.

A.1.10 Completely will comply with the Data Protection Act 1988 to the extent that it affects the Service and with any guidance applicable which is issued from time to time by the Information Commissioner;

A.1.11 Completely will provide the Advertiser with Advertiser branded pages on the Website(s) in relation to the submitted Scheme Data, the entire content of which will be subject to the approval of Completely.



A.1.12 If the website is not operational or accessible then Completely shall:

- (i) as soon as practical, notify the Client;
- (ii) use its best endeavours to restore the Website; and
- (iii) if any operation or access failure continues for a period in excess of seven days, then the Client can claim a refund against the current year's fees on a pro rata daily basis.

A.2 Client's Obligations

A.2.1 The Client will take all reasonable action to provide Scheme Data to Completely in accordance with any specifications and/or in a format that Completely specifies.

A.2.2 The Client will ensure that the Scheme Data complies with all laws and regulations which apply to the marketing of commercial property and any other regulations or codes of conduct that may from time to time apply in respect of the Scheme Data.

A.2.3 The Client will make due payments of the Price to CompletelyRetail.

A.2.4 The Client will use all reasonable endeavours to assist Completely in identifying and remedying the authorised copy and storage of Scheme Data

A.2.5 The Client will use all reasonable endeavours to keep the Scheme Data updated to ensure that it remains correct and where there is a material change or update of the Scheme Data the Client will ensure the Scheme Data is amended within one working day.

A.2.6 The Client acknowledges and agrees that Completely may enter into third party agreements whereby the Scheme Data can be published or accessed through mediums other than the Website(s).

A.2.7 The Client shall obtain written approval of any intended advertising concerning the Client's relationship with Completely. A.2.8
The Client warrants that:

- (i) it has all the necessary permissions and licences to submit the Scheme Data;
- (ii) it will comply fully with its obligations under the Data Protection Act 1988;
- (iii) it has good title to the Scheme Data and that the Scheme Data is accurate, relevant and complete;
- (iv) to the best of their knowledge, the Scheme Data is free from known viruses, disabling programmes and devices;
- (v) it is not in breach of any obligations of confidentiality or privacy;
- (vi) the Scheme Data is not being displayed against the wishes of the person, firm or company from whom the Client has acquired the Scheme Data;
- (vii) the images forming part of the Scheme Data are only of the property or land being offered;
- (viii) when reproduced or published by Completely the Scheme Data will not breach any contract with a third party, fail to comply with any applicable laws or regulations, infringe any copyright, trademark or



other intellectual property or any other proprietary right(s) of any person, firm or company.

A.3 Payments

The Client shall pay to Completely the fees as set out and by the due dates as stated in the commercial terms in the Signature Page(s)

A.4 Intellectual Property Rights governing Scheme Sponsorship

A.4.1 The Client warrants that it owns all intellectual property rights in or relating to the Client's trade marks and grants to Completely a worldwide, non-exclusive, royalty free licence to copy, use, re-produce, publish and display the Client's trade mark(s) as follows:

A.4.1.1 for the marketing and promotion of the Website(s); and

A.4.1.2 incorporation into the Website(s) relating to the Scheme Data;

A.4.2 Completely warrants that it owns all intellectual property rights in and relating to the Website, the Completely trade mark (including the Completely logo) and grants to the Client a worldwide, non-exclusive, royalty free licence to copy, use, reproduce, publish and display the Completely trade mark in connection with and for the purpose of marketing and promoting the Website(s);

A.4.3 prior to using any materials that include the other's brand features (whether or not trade marks) pursuant to this Agreement, each of Completely and the Client shall, as the case may be, submit any such materials to the other party for its prior written approval.