

TERMS OF BUSINESS

All business is conducted and all orders are accepted by h2glenfern Limited subject to the Terms of Business set out below. They contain certain matters affecting rights and liabilities and Clients are advised to read them, and to retain a copy for future reference.

Terms

These terms shall apply to all orders placed by a Client with h2glenfern Limited and shall supersede any previously published terms and conditions of business and shall override any terms and conditions stipulated, incorporated by the Clients in its order or negotiations (unless otherwise expressly agreed in writing).

Provision of Services

Services will be provided in accordance with those outlined within the h2glenfern Limited proposal letter to the Client and once the specification of an individual project is agreed, Clients should sign and date a copy of the proposal letter and return it to h2glenfern Limited.

Third Party Contractors

h2glenfern Limited shall be entitled to subcontract any service it agrees to perform for any Client however h2glenfern Limited remains responsible for the delivery and quality of goods/services supplied.

Quotations

If the Client's instructions differ from the specification understood when the quotation was given, h2glenfern Limited reserves the right to alter the price and/or terms of any quotations previously given, provided reasonable advance notice of any change in price is given to the Client. Verbal instructions are accepted only on the understanding that h2glenfern Limited cannot be held responsible for mistakes arising there from.

Charges

The Charges and likely Expenses for the provision of the Services are set out in the proposal letter. Unless specific payment terms are set out in the proposal letter, up to thirty percent (30%) of the Charges may be invoiced in advance of the provision of the Services, with the remaining percentage of the Charges and Expenses to be invoiced upon completion of the provision of the Services. The Charges and Expenses are exclusive of sales taxes, which will be payable by the Client in addition to the Charges and Expenses. Changes or variations to the agreed proposal may lead to an increase in the Charges or Expenses for the provision of the Services, then these additional costs will be payable by the Client.

Client accounts are subject to settlement in full within thirty days of date of receipt of an invoice, except where otherwise stated.

Expenses

Reasonably incurred out-of-pocket expenses are passed on at cost. Mileage is charged at industry standard rates.

Cancellations

Immediate termination of the contract between h2glenfern Limited and the Client is permitted provided, if terminated by the Client, payment is made for any proportion of work completed by the date of termination over and above the amount of work deemed to have been covered by any upfront payment of the total fee. If terminated by h2glenfern Limited without cause, the Client shall be fully reimbursed. Where third party contractors are employed by h2glenfern Limited cancellations with less than 24 hours notice will be charged at the contractor's daily rate(s).

Confidentiality

The Parties (and their Representatives) hereby undertake to each other to keep confidential all information (written or oral) concerning the business and affairs of the other that it shall have obtained under the Contract or which it has been advised is confidential in nature ("Confidential Information") save that which is already in its possession or is in the public domain other than as a result of a breach of this clause or is required to be disclosed by law or content regulatory authorities. Other than as may be permitted under this paragraph, the Parties shall not disclose any Confidential Information without the prior written consent of the other party.

Representatives mean directors, officers and employees and any sub-contractors engage to carry out the Project. Confidential Information means all non-public information obtained by h2glenfern Limited from the Client or any other department or office thereof.

Digital Content

Digital content created by h2glenfern for a Client becomes the property of the Client once all charges to the Client associated with production have been settled. h2glenfern Limited will undertake to retain all digital content for a period of 12 months from the date of first publication, after which point a charge may be made to the Client for archiving.

Governing Law

These Terms and Conditions and any questions, disputes or other matters relating to them shall be governed by and determined in accordance with the laws of England and Wales.

January 2011