

**Island Communications  
(The Company)  
Terms and conditions of business**

1. Every offer, quotation, acceptance, contract and all work done by the Company is subject to these Terms and Conditions and all terms and conditions proposed by the Client are expressly excluded.
2. "The Client" means any person, firm or company that receives a quotation, offers a brief, places an order or buys any goods or services from the Company. No person other than a director of the Company has authority to alter or vary these Terms and Conditions.
3. All estimate costs are given without any engagement or liability on the part of the Company. Quotations are based on information considered at the date of quoting and may be subject to alteration or amendment due to any changes to this information, including changes to brief, specifications, timing schedules or otherwise.
4. The Services are provided in good faith and when made on the basis of information and instructions received from the Client, the Client's staff or its' agents, such information must be correct and reliable and all instructions must be clear and precise. The Company can accept no liability for any failure in performance of or defect in the Services except insofar as such failure arises directly from the failure of the Company to follow the instructions and information provided.
5. Any time specified by the Company for the supply of the Services is approximate only and is not the essence of the contract. The Company will use every endeavour to supply the Services within the time specified or if no time is specified in a reasonable time but the order shall not be subject to cancellation in the event of failure to do so and the Company will not be liable for loss or damage of any nature which may be sustained by the Client by reason of any delay in delivery howsoever occasioned nor will the Client be entitled to refuse acceptance of the Services or to make any claim.
6. If the Company incurs additional costs not provided for in the quotation owing to suspension, cancellation or amendment of work on the Client's instructions or owing to any other circumstances whatsoever for which the Company is not responsible, such additional expense and the costs involved shall be added to the price quoted and be paid for by the Client accordingly.
7. The fee payable by the Client for the Services provided by the Company will be in accordance with the written quotation provided by the Company. Payment shall be made within 30 days from the date of invoice. If the terms of payment agreed upon are not strictly adhered to by the Client, the Company reserves the right to cancel the whole or any part of the contract in hand and to claim consequential loss or damage. The Company reserves the right to charge interest at a rate of 2% per month on any invoice that has not been settled within the time specified and to invoice the Client in advance in respect of any services to be provided by the Company.
8. The Client shall reimburse the Company with all travelling and other out of pocket expenses properly incurred in the performance of the Services. If a supplier to the Company of goods or services requires payment in advance or at various stages of production, the Client agrees to pay interim invoices in respect of such goods or services immediately on presentation. The Company is entitled to retain all commissions received by it in the purchase of materials and services made on behalf of the Client.
9. Where the Company recommends a supplier in connection with the Services the Company shall not be liable for performance by such supplier of the supplies obligations and duties and the Client shall satisfy itself as to the suitability of such supplier.
10. The Company shall treat as confidential all information (written or verbal) supplied to it by or on behalf of the Client. The Company has the right to use as it thinks fit any general marketing or advertising intelligence obtained in the supply of the service.
11. The Client shall indemnify the Company against all loss, damages, penalties, costs and expense to which the Company may become liable in respect of any work requiring to be done in accordance with the Client's specification involving any infringement of a patent, register design, copyright or other property right.
12. The Client warrants that all statements of fact provided by the Client are correct and can be substantiated and that statements of opinion provided by the Client are reasonably and honestly held. The Client shall inform the Company without delay that any claim or trade description in any literature and/or artwork submitted to the Client by the Company is false or misleading in relation to the Client's product or service.
13. The Client shall insure that all information concerning the Clients products required by statue or otherwise to be displayed on pack or elsewhere is so displayed and the Client shall indemnify the Company against all loss, damages, penalties, costs and expenses to which the Company may become liable in respect of breach by the Client of such requirements.
14. Subject to the other provisions of these Terms and Conditions the Company will supply the Services with reasonable care and skill. There is no implied warranty, condition, term or duty whatsoever as to the performance of the Services.
15. Copyright for all purposes and for all artwork, copy, storyboards and all other work created by the Company for advertising vests in the Company unless a director of the Company gives agreement to the contrary in writing. The Company will retain the copyright in any material contained in any presentation, either made in competition with any other agency or otherwise in the event of the Company's presentation being unsuccessful. At termination, unused or unpublished plans and ideas prepared by the Company, whether the subject of copyright or not, shall remain the property of the Company and shall not be used by the Client irrespective of whether the physical embodiment of any creative work is in the Client's possession in the form of copy, artwork, plates or other medium.
16. Contracts entered into by the Company cannot be cancelled by the Client except with the written consent of a director of the Company and in the event of cancellation or termination of the contract it is an implied term of that contract the Client will reimburse the Company for any costs incurred and will reimburse the Company for any work done.