

Terms and Conditions

STUDIO HIRE

TERMS AND CONDITIONS FOR USING OUR STUDIOS

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Cancellation Charges: the Charges charged by Junction Eleven and payable by the Client on a sliding scale as set out in clause 13 of these Conditions for any Contract cancelled less than 96 hours prior to the commencement of the Hire Period.

Charges: the charges payable by the Client for the hire of the Studio in accordance with clause 4 and as set out in the Order or otherwise agreed between the parties in writing (including pursuant to clause 3.1).

Client: the person or firm who hires the Studio from Junction Eleven.

Commencement Date: has the meaning set out in clause 2.2.

Consumables: includes gels, sprays, and/or cleaning kits and such other items for use in connection with the Studio hire.

Conditions: these terms and conditions as amended from time to time in accordance with clause 18.7.

Contract: the contract between Junction Eleven and the Client for the hire of the Studio in accordance with these Conditions.

Equipment: Junction Eleven's equipment set out in the Order which may be used by the Client as part of the hire of the Studio during the Hire Period.

Estimate: an estimate provided by Junction Eleven to the Client which shall set out the proposed cost, and specific subject matter, of the Contract including, but not limited to, the hire of the Studio and any Equipment, the Hire Period, any Consumables, and the estimated Charges for the same.

Hire Period: the period of hire of the Studio as set out in the Order.

Junction Eleven: Junction Eleven Limited registered in England and Wales with company number 01977119.

Order: the Client's order for the hire of the Studio and (if any) Equipment, and purchase of Consumables, as set out in either (i) the Client's purchase order form or; (ii) the Client's acceptance of Junction Eleven's Estimate, as applicable.

Studio: the studio(s) to be hired to the Client for the Hire Period as set out in the Order.

1.2 Construction. In these Conditions, the following rules apply:

1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2 a reference to a party includes its successors or permitted assigns;

1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.4 any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.5 a reference to writing or written includes faxes and e-mails.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Client in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when Junction Eleven issues written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).

2.3 The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Junction Eleven which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising on Junction Eleven's website, and any descriptions or illustrations contained in Junction Eleven's catalogues or brochures, are issued or published for the sole purpose of giving an

approximate idea of the Studio(s) described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 Any Estimate given by Junction Eleven shall not constitute an offer, and shall instead be deemed to be an invitation to treat by Junction Eleven to provide the subject matter of the Estimate on and subject to these Conditions and is only valid for a period of 20 Business Days from its date of issue.

3. STUDIO HIRE

3.1 The Studio shall be available from 9am to 7pm unless otherwise agreed in advance with Junction Eleven in writing, such use to be subject to such additional charges at Junction Eleven's overtime rate in force from time to time (and available on request).

3.2 Junction Eleven accepts no responsibility for any loss or damage occasioned to the Client's property or that used by the Client during the Hire Period. It is the Client's responsibility to keep the Studio secure during the Hire Period.

3.3 The Client is responsible for any loss or damage occasioned to the Studio, the Equipment or any other property used by the Client during the Hire Period and shall, at its own expense obtain and maintain during the Hire Period appropriate insurance cover including against theft or accident, personal injury and any third party or public liability risks or loss of whatever nature and however arising in connection with the use of the Studio and the Equipment and such other cover as may be required by law or as Junction Eleven may from time to time consider reasonably necessary and advise to the Client.

3.4 It is the Client's responsibility to leave the Studio clear and in the same condition as at the outset of the hire. Any loss or costs incurred by Junction Eleven as a result of the Client's failure to do so will be charged to the Client. Until the Studio is

cleared and returned to its original condition, it shall be deemed as on hire and the Client will be charged for this time.

3.5 All equipment and property of the Client and any rubbish must be removed by the end of the Hire Period. Any items left in the Studio without specific arrangement with Junction Eleven may be disposed of by Junction Eleven in its discretion and the Client will be charged for its disposal.

3.6 Any request for the painting of the Studio must be made and agreed by Junction Eleven prior to the commencement of the Hire Period. Whilst the Studios are not always freshly painted before each hire they will be cleaned prior to commencement and in a suitable hireable condition. It is the Client's responsibility to ensure the Studio is the appropriate colour for their requirements.

3.7 Any marks, spillages or damage caused by the Client to the Studio during the Hire Period shall be remedied by the Client before the end of the Hire Period, failing which Junction Eleven reserves the right to charge for the cost of any repair/remedial work including, if necessary, a full repaint of the Studio.

4. CONSUMABLES

4.1 Junction Eleven may make available to the Client certain Consumables for use in connection with the hire of the Studio and any Equipment.

4.2 It is acknowledged that neither party shall be capable of forecasting the quantity of Consumables required and accordingly Junction Eleven shall include a notional cost for a defined set of Consumables in the Estimate.

4.3 Junction Eleven shall reconcile any variance in actual usage of Consumables against the notional cost of the Consumables as set out in the Estimate for the purpose of ascertaining the Charges and raising the invoice pursuant to clause 5.

5. TERMS OF PAYMENT

5.1 The Charges are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Client at the rate and in the manner from time to time prescribed by law.

5.2 Junction Eleven may invoice the Client the sum of 75% of the Charges on the Commencement Date and the remaining 25% of the Charges at the end of the Hire Period unless otherwise agreed between Junction Eleven and the Client.

5.3 The Client shall pay each invoice submitted by Junction Eleven:

5.3.1 immediately upon receipt or with the prior written agreement of Junction Eleven within 30 days of the date of the invoice; and

5.3.2 in full and in cleared funds to a bank account nominated in writing by Junction Eleven, and time for payment shall be of the essence of the Contract.

5.4 Late payment of any invoice will nullify any discount agreed.

5.5 If the Client fails to make any payment due to Junction Eleven under the Contract by the due date for payment, then the Client shall pay interest on the overdue amount at the rate of 4% per cent per annum above HSBC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

5.6 The Client shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Junction Eleven may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by Junction Eleven to the Client.

6. COMMUNAL AREAS, PRODUCTION OFFICES, MAKE-UP & WARDROBE ROOMS

6.1 The Client shall be entitled during the Hire Period to use the production offices, make-up rooms, relaxation areas and other communal areas. The Client shall ensure that such areas are used respectfully and left clean and tidy after use. The Client will be liable and charged for the costs of cleaning, replacing or repairing any damage resulting from any misuse, damage or neglect of these areas.

7. HIRE OF EQUIPMENT

The Client is responsible for the proper use and care of the Equipment and shall take such steps (including compliance with all safety and usage instructions provided by Junction Eleven) as may be necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, or cleaned by any personnel of the Client. Any loss or damage to the Equipment during the Hire Period is the Client's responsibility and where appropriate, will be charged to the Client at replacement cost.

7.2 The Client shall during the Hire Period:

7.2.1 make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment without the prior written consent of Junction Eleven; and

7.2.2 keep the Equipment at all times at the Studio and shall not move or attempt to move any part of the Equipment to any other location without Junction Eleven's prior written consent.

7.3 It is a condition of the hire of the Studio and the Equipment that the Client will only permit competent and authorised personnel of the Client to use the Equipment in accordance with any operating standards. The Client shall notify Junction Eleven of any specialist equipment required and the hire of any such specialist equipment shall be organised by and booked through Junction Eleven. The Client shall ensure such specialist equipment shall be used by suitably competent and, where relevant, duly authorised personnel of the Client. The Client shall provide evidence of authorisation of its staff to Junction Eleven's applicable Studio Manager on the prescribed form available at the Studio. It is the Client's responsibility to check with

Junction Eleven to ensure that any specialist equipment required by the Client (in addition to the standard equipment supplied with any Studio) is available for the Hire Period and Junction Eleven accepts no responsibility for any equipment that is unavailable, unless the Client reserved such equipment for use during the Hire Period.

7.4 The Equipment, including any hired Studio lighting must be returned by the Client in a similar condition to that at the commencement of the Hire Period, i.e. cables re-wrapped, lights taken off stands, lighting kits re-boxed as supplied, and so on. Junction Eleven reserves the right to charge for labour and time if items of Equipment are not re-packed at the end of the Hire Period.

8. CATERING

8.1 The Client shall have use of the catering facilities which are available during the Hire Period. All catering must be ordered by the Client through Junction Eleven by 4pm, 1 day before the catering is required.

8.2 Meals are usually served in the relaxation area away from the studios, but may be served, with prior agreement, in the Studio. Junction Eleven reserves the right, in its sole discretion, to require the Client to consume any produce in a particular area in Junction Eleven's premises.

8.3 Due to health and safety reasons, no food can be kept hot for longer than 1.5 hours. If a Client is unable to consume any food ordered within this 1.5 hour window which begins at 1.00pm, the Client may still be required to pay the full cost of such food.

9. PARKING

9.1 Junction Eleven has a limited number of parking spaces outside the Studio and is unable to guarantee the availability of spaces for any specific time or day. It is the Client's responsibility to ensure that adequate parking/transport arrangements are made in respect of any personnel attending Junction Eleven's premises during the Hire Period.

9.2 Any parking at Junction Eleven's premises is at the user's own risk and Junction Eleven accepts no responsibility for theft, damage or any other loss occasioned to vehicles parked on its premises.

10. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

10.1 Nothing in these Conditions shall limit or exclude Junction Eleven's liability for:

10.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

10.1.2 fraud or fraudulent misrepresentation; or

10.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

10.2 Subject to clause 10.1:

10.2.1 Junction Eleven shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of anticipated savings; loss of business opportunity; loss of goodwill, loss or corruption of data, losses, damages and/or expenses suffered or incurred in connection with or arising out of any reputational damage, or any indirect or consequential loss arising under or in connection with the Contract; and

10.2.2 Junction Eleven's total liability to the Client in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the greater of the amount of the Charges for the Hire Period or £50,000.

10.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

10.4 This clause 10 shall survive termination of the Contract.

11. CONFIDENTIALITY

A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 10 shall survive termination of the Contract.

12. TERMINATION

12.1 Without limiting its other rights or remedies, Junction Eleven may terminate the Contract with immediate effect by giving written notice to the Client if:

12.1.1 the Client commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within seven (7) days of the Client being notified in writing to do so;

12.1.2 Junction Eleven becomes aware of any alteration in the Client's financial situation which, in the reasonable opinion of Junction Eleven, might lead to the Client being unable to meet its financial obligations to Junction Eleven, including but not limited to the payment of any Charges; and

12.1.3 the Client fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within seven days after being notified in writing to do so.

12.2 On termination of the Contract for any reason:

12.2.1 the Client shall immediately vacate the Studio and shall return all Equipment and comply with the provisions of clause 7.4;

12.2.2 the Client shall pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of any amount of the Charges for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable by the Customer immediately on receipt;

12.2.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry;

12.2.4 the Client is responsible for the full amount of the Charges, any ancillary costs incurred by Junction Eleven on behalf of the Client and the Cancellation Charges; and

12.2.5 clauses which expressly or by implication survive termination shall continue in full force and effect.

13. CANCELLATION CHARGES

13.1 In the event that the Client gives notice to cancel any Order, Junction Eleven may invoice for, and the Client shall be liable to pay immediately upon receipt, charges as follows: :

13.1.1 if Junction Eleven receives less than 24 hours' notice of cancellation before the start of the Hire Period, the charge shall be 100% of the total Charges;

13.1.2 if Junction Eleven receives between 24 and 48 hours' notice of cancellation before the start of the Hire Period, the charge shall be 70% of the total Charges;

13.1.3 if Junction Eleven receives between 48 and 72 hours' notice of cancellation before the start of the Hire Period, the charge shall be 50% of the total Charges;

13.1.4 if Junction Eleven receives between 72 and 96 hours' notice of cancellation before the start of the Hire Period, the charge shall be 30% of the total Charges,

(the "Cancellation Charges").

13.2 The hours of notice shall be calculated based on a working week, (excluding weekends and bank holidays).

14. ADDITIONAL CHARGES

14.1 Junction Eleven reserves the right to charge the Client for additional items used or booked which are agreed by Junction Eleven and which are not included in the Charges.

14.2 The use of any specialist lighting as requested by the Client and agreed to by Junction Eleven under "lighting and equipment hire" section of the Order will be charged to the Client even if not used.

15. SECURITY

15.1 The Studios are alarmed and monitored by CCTV. Junction Eleven also offers, in addition to parking outside of the Studio, secure parking and overnight storage

in the Studio, and security guards may be available upon request (subject to any additional fees agreed).

16. HEALTH & SAFETY

16.1 Subject to clause 10.1 Clients use the Studios and facilities entirely at their own risk.

16.2 The Client expressly acknowledges and agrees that the Studio is a workplace, and as such there will be items that could be dangerous if misused, handled or interfered with. Whilst Junction Eleven will use its reasonable endeavours to ensure a safe environment within the Studio, it is the Client's responsibility to ensure that they have read Junction Eleven's Health and Safety policy and Information Manual as amended from time to time (available upon request) before the start of the Hire Period.

16.3 Subject to clause 10.1, Junction Eleven shall not be responsible for accidents occurring on Junction Eleven's premises that are not reported to Junction Eleven at the time they took place.

17. FORCE MAJEURE

17.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of Junction Eleven including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Junction Eleven or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

17.2 Junction Eleven shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

17.3 If the Force Majeure Event prevents Junction Eleven from providing the Studio for more than 2 weeks, Junction Eleven shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Client.

18. GENERAL

18.1 Assignment and other dealings. Junction Eleven may at any time assign, transfer, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent. The Client shall not, without the prior written consent of Junction Eleven, assign, transfer, subcontract, or deal in any other manner with any or all of its rights or obligations under the Contract.

18.2 Notices. Any notice or communication given to a party in connection with the Contract shall be in writing, addressed to that party at its registered office or its principal place of business or such other address as that party may have specified to the other party, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail. A notice or communication shall be deemed to have been received: if delivered personally, when left at the relevant address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

18.3 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract. If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

18.4 Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18.5 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

18.6 Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.

18.7 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Junction Eleven.

18.8 Governing law and jurisdiction. This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

TERMS AND CONDITIONS

FOR THE SUPPLY OF PHOTOGRAPHY, CGI AND RETOUCHING SERVICES

1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

Above the Line: use of the Deliverables by the Client in any manner which is not Below the Line and which shall be agreed between the parties in accordance with clause 6.3.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Below the Line: use of the Deliverables by the Client through the following channels only: brochures; collateral; direct mail; intranet; internet; marketing aids; point of sale and public relations or otherwise as expressly agreed in writing by Junction Eleven.

CAD Data: the computer aided design data provided by the Client to Junction Eleven which is required by Junction Eleven to supply the CGI Services.

CGI Services: the computer generated images ("CGI") services, including any Deliverables forming part of the CGI services, which are supplied by Junction Eleven to the Client.

Charges: the charges payable by the Client for the supply of the Services in accordance with clause 5.

Client: the person or firm who purchases Services from Junction Eleven.

Client Materials: has the meaning as set out in clause 4.1.3.

Commencement Date: has the meaning set out in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 12.7.

Contract: the contract between Junction Eleven and the Client for the supply of Services in accordance with these Conditions.

Deliverables: the images, photographs or in the case of the CGI Services any CGI products which are created or produced by Junction Eleven for the Client in the performance of the Services, including any deliverables which are set out in the Order.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Junction Eleven: Junction Eleven Limited registered in England and Wales with company number 01977119.

Junction Eleven Materials: has the meaning set out in clause 4.1.7.

Order: the Client's order for Services as set out in the Client's purchase order form or the Client's written acceptance of the Quotation as the case may be.

Photography Services: the photography services, including any Deliverables forming part of the photography services, which are supplied by Junction Eleven to the Client.

Quotation: the quotation provided to the Client by Junction Eleven in response to the Client's oral or written request for Services and setting out such matters as the Specification and the Charges applicable to the supply of such Services.

Retouching Services: the retouching services which shall include retouching of photographic images created or generated by Junction Eleven (excluding the retouching of images created by the Client which shall be subject to separate terms), including any Deliverables forming part of the retouching services, which are supplied by Junction Eleven to the Client.

Services: collectively the Photography Services and/or the CGI Services and/or the Retouching Services, including the Deliverables, supplied by Junction Eleven to the Client as set out in the Specification.

Specification: the description or specification of the Services and the Deliverables set out in the Quotation

1.2 Construction. In these Conditions, the following rules apply:

1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2 a reference to a party includes its successors or permitted assigns;

1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.4 any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.5 a reference to writing or written includes faxes and e-mails.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Client to purchase Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when Junction Eleven issues a written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).

2.3 The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Junction Eleven which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by Junction Eleven, and any descriptions or illustrations contained in Junction Eleven's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 Any Quotation given by Junction Eleven shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

3. SUPPLY OF SERVICES

3.1 Junction Eleven shall supply the Services to the Client in accordance with the Specification in all material respects.

3.2 Junction Eleven shall use all reasonable endeavours to meet any performance dates specified in the Quotation or as subsequently agreed by Junction Eleven in writing, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 Junction Eleven shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Junction Eleven shall notify the Client in any such event.

3.4 Junction Eleven warrants to the Client that the Services will be provided using reasonable care and skill.

4. CLIENT'S OBLIGATIONS

4.1 The Client shall:

4.1.1 ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;

4.1.2 co-operate with Junction Eleven in all matters relating to the Services;

4.1.3 provide Junction Eleven, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by Junction Eleven for the performance of the Services;

4.1.4 in a timely manner provide Junction Eleven with such information and materials (including CAD Data and any specific products of the Client which are to be the subject of the Services) ("Client Materials") as Junction Eleven may reasonably require in order to supply the Services, and ensure that all such information is accurate in all material respects;

4.1.5 prepare the Client's premises for the supply of the Services;

4.1.6 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start unless otherwise expressly agreed in the Specification;

4.1.7 keep and maintain all materials, equipment, documents and other property of Junction Eleven (Junction Eleven Materials) at the Client's premises in safe custody at its own risk, maintain Junction Eleven Materials in good condition until returned to Junction Eleven, and not dispose of or use Junction Eleven Materials other than in accordance with Junction Eleven's written instructions or authorisation; and

4.1.8 not cancel, withdraw or otherwise terminate any Order following the Commencement Date except by agreement in writing signed by a director of Junction Eleven. Such agreement may be conditional upon the Client reimbursing Junction Eleven for any costs, losses and/or expenses (including any third party charges) sustained or incurred by Junction Eleven, in each case whether arising directly or indirectly from such cancellation, withdrawal or termination.

4.2 Without limiting its other rights and remedies, Junction Eleven shall be entitled, without liability, to:

4.2.1 reject the Client Information provided by the Client pursuant to clause 4.1.4 if Junction Eleven considers at its sole discretion that the Client Information is incomplete, unworkable or unsuitable for the purpose of performing the Services and/or producing Deliverables that meet the Specification;

4.2.2 propose to the Client the costs expected to be incurred to repair or complete the Client Information (or render it workable or suitable) (at the Client's cost) and in the event that the Client approves of such costs, Junction Eleven shall proceed to perform such services which shall be deemed to form part of the "Services".

4.3 If Junction Eleven's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):

4.3.1 Junction Eleven shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays Junction Eleven's performance of any of its obligations;

4.3.2 Junction Eleven shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Junction Eleven's failure or delay to perform any of its obligations as set out in this clause 4.3; and

4.3.3 the Client shall reimburse Junction Eleven on written demand for any costs, losses or third party charges sustained or incurred by Junction Eleven arising directly or indirectly from the Client Default.

5. CHARGES AND PAYMENT

5.1 The Charges for the Services may be on a time and materials basis and/or a fixed price basis subject to the provisions below:

5.1.1 the Charges for the supply of the Services shall be set out in the Quotation;

5.1.2 in respect of the Photography Services Junction Eleven's standard daily fee rates for each individual are calculated on a nine-hour day from 9.00 am to 7.00 pm worked on Business Days;

5.1.3 in respect of the CGI Services and the Retouching Services , Junction Eleven's standard daily fee rates for each individual are calculated on the basis of a seven and a half-hour day from 9.00 am to 5.30 pm worked on Business Days;

5.1.4 Junction Eleven shall be entitled to charge the overtime rate(s) as set out in the Quotation for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 5.1.2 or clause 5.1.3 (as applicable); and

5.1.5 Junction Eleven shall be entitled to charge the Client for any expenses reasonably incurred by the individuals whom Junction Eleven engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Junction Eleven for the performance of the Services, and for the cost of any materials.

5.2 Subject to clause 5.3 below, Junction Eleven shall invoice the Client on completion of the Services

5.3 Junction Eleven reserves the right to raise interim invoices on a monthly basis which will be credited against the final account at the completion of the Services.

5.4 The Client shall pay each invoice submitted by Junction Eleven:

5.4.1 within 30 days of the date of the invoice; and

5.4.2 in full and in cleared funds to a bank account nominated in writing by Junction Eleven, and

time for payment shall be of the essence of the Contract.

5.5 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by Junction Eleven to the Client, the Client shall, on receipt of a valid VAT invoice from Junction Eleven, pay to Junction Eleven such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.6 If the Client fails to make any payment due to Junction Eleven under the Contract by the due date for payment, then the Client shall pay interest on the overdue amount at the rate of 4% per cent per annum above HSBC Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

5.7 The Client shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Junction Eleven may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by Junction Eleven to the Client.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 The Client acknowledges that all Intellectual Property Rights in all Deliverables created or produced in the performance of the Services belong and shall belong to Junction Eleven or the relevant third-party owners (as the case may be), and the Client shall have no rights in or to the Deliverables above other than the right to use it in accordance with the terms of clause 6.2 below or as agreed by the parties pursuant to clause 6.3 below.

6.2 In consideration of the Charges paid by the Client to Junction Eleven and subject to clauses 6.3 and 6.4, Junction Eleven grants to the Client a perpetual, worldwide royalty free and exclusive licence, commencing on the date of receipt of the relevant Charges, of:

6.2.1 all Deliverables created or produced in the performance of the Photography Services for Below the Line purposes only;

6.2.2 all Deliverables which are created or produced in the performance of the Retouching Services for Below the Line purposes only;

6.2.3 all Deliverables which are created or produced in the performance of the CGI Services for the business purposes only of the Client.

6.3 In the event that the Client requires a licence to use the Deliverables which are created or produced in the performance of the Photography Services and/or Retouching Services for Above the Line purposes, the Client shall notify Junction Eleven in advance and such licence shall be subject to such terms and such additional licence fee as Junction Eleven may, acting reasonably and in good faith, determine..

6.4 Subject to clause 6.5, where a licence is granted to the Client pursuant to clause 6.2 or clause 6.3, Junction Eleven reserves the right to use any or all product derived from the performance of the Services (including the Deliverables) in perpetuity, without payment of a royalty or licence fee to the Client and in any geographical location which Junction Eleven so requires to promote and market Junction Eleven's business and the services which Junction Eleven offers.

6.5 Junction Eleven agrees not to use the product derived from the performance of the Services (including the Deliverables) to promote and market Junction Eleven's business and services pursuant to clause 6.4 prior to the Client placing such Deliverables in the public domain.

6.6 Junction Eleven undertakes at its own expense to defend the Client or, at its option, settle any claim or action brought against the Client alleging that the possession or use of the Deliverables (as the case may be) in accordance with the licence in clause 6.2 or clause 6.3 infringes the UK Intellectual Property Rights of a third party (Claim) and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Client as a result of or in connection with any such Claim. For the avoidance of doubt, this clause 6.6 shall not apply where the Claim in question is attributable to possession or use of the Deliverables (or any part thereof) by the Client other than in accordance with the licence in clause 6.2 or clause 6.3.

6.7 If any third party makes a Claim, or notifies an intention to make a Claim against the Client, Junction Eleven's obligations under clause 6.6 are conditional on the Client:

6.7.1 as soon as reasonably practicable, giving written notice of the Claim to Junction Eleven, specifying the nature of the Claim in reasonable detail;

6.7.2 not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of Junction Eleven (such consent not to be unreasonably conditioned, withheld or delayed); and

6.7.3 subject to Junction Eleven providing security to the Client to the Client's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such action as Junction Eleven may reasonably request to avoid, dispute, compromise or defend the Claim.

6.8 If any Claim is made, or in Junction Eleven's reasonable opinion is likely to be made, against the Client, Junction Eleven may at its sole option and expense:

6.8.1 procure for the Client the right to continue to use the Deliverables (or any part thereof) in accordance with the licence;

6.8.2 modify the Deliverable(s) so that it ceases to be infringing;

6.8.3 replace the Deliverable(s) with non-infringing deliverables; or

6.8.4 terminate this licence immediately by notice in writing to the Client and refund any of the Charges paid by the Client as at the date of termination (less a reasonable sum in respect of the Client's use of the Deliverables to the date of termination) on return of the Deliverables and all copies thereof.

6.9 This clause 6 constitutes the Client's exclusive remedy and Junction Eleven's only liability in respect of Claims and, for the avoidance of doubt, is subject to clause 8.2.

6.10 The Client acknowledges that, in respect of any third party Intellectual Property Rights, the Client's use of any such Intellectual Property Rights is conditional on

Junction Eleven obtaining a written licence from the relevant licensor on such terms as will entitle Junction Eleven to license such rights to the Client.

6.11 All Junction Eleven Materials are the exclusive property of Junction Eleven.

7. CONFIDENTIALITY

A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 7 shall survive termination of the Contract.

8. LIMITATION OF LIABILITY: THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

8.1 Nothing in these Conditions shall limit or exclude Junction Eleven's liability for:

8.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

8.1.2 fraud or fraudulent misrepresentation; or

8.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

8.2 Subject to clause 8.1:

8.2.1 Junction Eleven shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of anticipated savings; loss of business opportunity; loss of goodwill, loss or corruption of data, or any indirect or consequential loss arising under or in connection with the Contract; and

8.2.2 Junction Eleven's total liability to the Client in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the greater of the amount of the Charges for the Services or £50,000 ("Liability Cap").

8.3 Where the Client considers that its potential losses arising out of or in connection with these Conditions and/or any Contract made under these Conditions, could exceed the Liability Cap, and the Client requires Junction Eleven to be responsible for losses in excess of the Liability Cap, the Client must obtain the specific agreement of a director of Junction Eleven in writing. Such director's agreement may be conditional upon the Client's agreement to pay an additional charge in consideration for the benefit of a higher Liability Cap.

8.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

8.5 This clause 8 shall survive termination of the Contract.

9. TERMINATION

9.1 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

9.1.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within fifteen days of the defaulting party being notified in writing to do so;]

9.2 Without limiting its other rights or remedies, Junction Eleven may terminate the Contract or suspend provision of the Services under the Contract with immediate effect by giving written notice to the Client if:

9.2.1 Junction Eleven becomes aware of any alteration in the Client's financial situation which, in the reasonable opinion of Junction Eleven, might lead to the Client being unable to meet its financial obligations to Junction Eleven, including payment of any Charges;

9.2.2 the Client fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within seven days after being notified in writing to do so.

10. CONSEQUENCES OF TERMINATION

10.1 On termination of the Contract for any reason:

10.1.1 the Client shall immediately pay to Junction Eleven all of Junction Eleven's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Junction Eleven shall submit an invoice, which shall be payable by the Client immediately on receipt;

10.1.2 the Client shall return all of Junction Eleven Materials and any Deliverables which have not been fully paid for. If the Client fails to do so, then Junction Eleven may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

10.1.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in

respect of any breach of the Contract which existed at or before the date of termination or expiry; and

10.1.4 clauses which expressly or by implication survive termination shall continue in full force and effect.

11. FORCE MAJEURE

11.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of Junction Eleven including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Junction Eleven or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

11.2 Junction Eleven shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

11.3 If the Force Majeure Event prevents Junction Eleven from providing any of the Services for more than two weeks, Junction Eleven shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Client.

12. GENERAL

12.1 Assignment and other dealings.

12.1.1 Junction Eleven may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

12.1.2 The Client shall not, without the prior written consent of Junction Eleven, assign, transfer, charge, subcontract, or deal in any other manner with any or all of its rights or obligations under the Contract.

12.2 Notices.

12.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.

12.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

12.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

12.3 Severance.

12.3.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.3.2 If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

12.4 Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.5 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

12.6 Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.

12.7 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Junction Eleven.

12.8 Governing law. This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

12.9 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).