

TERMS AND CONDITIONS OF BUSINESS

1. Terms of business with MWI Global Limited.
Although MWI Global act as principals with all media and suppliers. We must emphasise to the client that the placing of all advertisements, digital, press, TV, radio etc. are subject to the terms imposed by the contracts between the various media owners, suppliers and MWI Global. This means, in effect that the client acknowledges that terms and rates stated by MWI are subject to revision in accordance with such agreements made by MWI Global with the various media owners and suppliers concerned and that the bookings etc. required by the client can be made only within the provisions relating to cancellations, omissions etc set out in media rate cards.
2. Terms of payment.
Failure to pay invoices by specified dates attracts surcharges. The following surcharges will be imposed by MWI Global whenever late payment occurs:
Accounts not paid by the 24th day after the agreed payment date will be subject to an immediate surcharge of 3% of the total outstanding amount. If payment is not received by the second week (2nd) after the 24th day of the late payment a further surcharge of 5% will be imposed on the total outstanding amount. If payment is still not received by the third week (3rd) after the 24th day a further surcharge of 8% will be added weekly until the total outstanding amount is settled. Payment shall be deemed to have been satisfied when MWI Global are in receipt of the monies due. In the event of the client failing to fulfill it's obligations under the terms here of, MWI Global reserves the right to offset any sums payable to the client against any payments due to MWI Global. The said surcharges shall be applied to the gross cost. Where the above dates quoted fall on a non-working day the first preceding working day shall be the required day for payment.
3. Approvals & Authority.
The client's approval, either written or verbal of schedules and estimates will be MWI Global's authority to make contracts and reservations for space, time and other facilities under the terms and conditions required by media owners and suppliers.
4. Termination provisions.
This agreement will continue until terminated by either party giving to the other three months notice in writing. Such notice shall be by registered or recorded delivery letter and shall be deemed received three working days after posting. MWI Global's rights, duties and responsibilities shall continue in full force during the said period of notice. If the client places advertising direct or through another agency during the said period of notice, MWI Global will be entitled to be paid remuneration equivalent to that which MWI Global would have received had MWI Global itself placed the advertising.
5. Advertising copy.
This agreement indemnifies MWI Global against any claims for misrepresentation arising from copy supplied by the client for any media booked by MWI Global and MWI Global accepts no liability in such event. Any charges levied by media owners, including overtime charges, separation, block making, video tape recording cartridge charges or charges arising from the late arrival of copy will be recharged by MWI Global at cost. It is the client's responsibility to clear the copy with the appropriate bodies. Failure to do so will result in the client being liable for the media owners' charges.
6. Legal liability & other claims.
MWI Global shall not be liable for any delay in or omission of publication, transmission or any error in any advertisement in the absence of default or neglect on the part of MWI Global.
7. Devaluation of currency.
If through any currency devaluation in any country the sterling equivalent of the cost to MWI Global of any obligations incurred in respect of the client's overseas advertising exceeds the cost anticipated at the date when such obligations were incurred MWI Global will charge the client at the rate which is in operation at the time overseas remittances are made
8. Matters not covered by this agreement.
Whenever any matters shall arise in the relationship between the client and MWI Global, which is not the subject of any provision of this agreement, the parties shall meet to discuss the matter with a view to negotiation supplemental provisions to accommodate such matter.