

STANDARD CONDITIONS

1. Definitions

Agreement	The Order and these Standard Conditions and any variations and special terms agreed in accordance with Condition 10
Company	International Market Advisor Limited (IMA), representing and acting on behalf of the Institute Of Export & International Trade (IOE&IT). IMA is a company incorporated in England and Wales with the registered number 5640713 and whose registered office is at IMA, 2 nd Floor, 32 Park Green, Macclesfield, SK11 7NA, UNITED KINGDOM.
Copy	The digital profile of the Sponsor to be published in the Doing Business Guide and linked by a hyperlink to the URL address nominated by the Sponsor.
Copy Deadline	The date stated on the Order which is the latest date by which Copy can be accepted for inclusion in the Doing Business Guide.
Market	The sovereign country or federal state within a sovereign country or group of sovereign countries or federal states the subject of the Doing Business Guide
Doing Business Guide	A handbook to be published in hard-copy glossy brochure, website, mobile device-friendly app and available to download in PDF format, to provide information and guidance to those wishing to trade between the United Kingdom and the Market.
Order	The order form of the Company specifying the Copy Deadline, the Sponsor, the Sponsorship Fee and the Market
Sponsor	The firm company or corporation named in the Order as being willing to sponsor the Doing Business Guide.
Sponsorship Fee	The sum of money payable to the Company by the Sponsor for being named as a sponsor in the Doing Business Guide.

2. Agreement

The Sponsor will sponsor the publication of the Doing Business Guide for the Market which will be assembled, produced, published and distributed by the Company, and which will name the Sponsor and will include the Copy of the Sponsor in consideration of the payment of the Sponsorship Fee.

3. Commencement and duration

- 3.1. The Agreement shall come into existence when the Company receives by hand, fax, post or email an Order signed by the Sponsor.
- 3.2. The Agreement shall continue until the earlier of the first anniversary of the publication of the Doing Business Guide or until cancellation or termination under condition 4.

4. Cancellation and Termination

- 4.1. The Sponsor may cancel the Order by notice in writing to the Company provided such notice is received by the Company within 14 days of the date of the Order or by the Copy Deadline whichever is earlier.
- 4.2. Notice of cancellation received more than 14 days after the date of the Order but prior to the Copy Deadline will be subject to a cancellation fee of 50% of the Sponsorship Fee plus VAT.
- 4.3. If the Sponsor cancels part of an Order which has received a discount for multiple sponsorship, then the Company may adjust the balance of the Sponsorship Fee or Sponsorship Fees to reflect the discount appropriate for the reduced number of Doing Business Guides sponsored.
- 4.4. The Company may terminate this Agreement by notice in writing if the Sponsor fails to pay the Sponsorship Fee when due.
- 4.5. Either party has the right to terminate this Agreement at any time by notice in writing to the other if either party shall become insolvent or compound or make arrangement with its creditors or has a receiver, administrator or manager appointed to the whole or any part of its assets or if any competent court makes an order having the effect of protecting the party from its creditors or for the winding up of its undertaking.

5. Responsibilities and Rights of the Company

- 5.1. The Company will promote, assemble, produce, publish and distribute the Doing Business Guide for the Market.
- 5.2. The Company may decide not to publish the Doing Business Guide in which event the Sponsor will be entitled to a full refund of the Sponsorship Fee or any part thereof that has been paid but shall not be entitled to any other compensation or damages.
- 5.3. The Company does not have to publish or include within the Doing Business Guide all or any part of the Copy which has not been received and unconditionally approved by the Copy Deadline or if the Sponsorship Fee has not been paid when due.
- 5.4. The Company may refuse to include all or any part of the Copy which does not comply with condition 6, or which may give rise to claims, prosecution, criticism or embarrassment to the Company, other sponsors, Her Majesty's Government or the government or one of the governments of or within the Market.
- 5.5. The Company shall not be liable for any failure in the performance of any of its obligations under this Agreement caused by factors outside its control.

6. Responsibilities and Rights of the Sponsor

- 6.1. The Sponsor must provide Copy that is accurate, approved, legal, decent, honest and truthful and which meets the standards of the UK Advertising Standards Authority and any similar or equivalent body in the Market.
- 6.2. The Sponsor must own or have authority to use any trade name, trade mark, British Standard mark or other quality assurance mark, logo, name of any trade or professional association or other material that is used in the Copy.
- 6.3. The Sponsor must own the copyright of the Copy and the Copy must not infringe the copyright of any third party.
- 6.4. The Sponsor will not transmit from any URL linked to the Doing Business Guide any material that is abusive, defamatory, harmful, pornographic, racist or unlawful.

7. Payment

- 7.1. The Sponsorship Fee is due for payment 21 days after the date of the invoice from the Company
- 7.2. The Sponsor must pay the Sponsorship Fee to the Company in pounds sterling on or before the date it is due for payment
- 7.3. All applicable 'local withholding' taxes are the responsibility of the 'sponsor' and must be paid by the sponsor, in addition to the total sponsorship fee due to IMA.
- 7.4. If the Sponsor fails to pay the Sponsorship Fee on the due date, the Company may charge interest in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998.

8. Liability of Company

- 8.1. If the Sponsor submits complete and approved Copy prior to the Copy Deadline and it is not published in the Doing Business Guide then the Sponsor shall be entitled to a refund of the Sponsorship Fee.
- 8.2. If the Sponsor provides approved Copy prior to the Copy Deadline and it is published containing an error or an omission, the Sponsor will be entitled to a refund of all or such part of the Sponsorship Fee as is fair and reasonable in the circumstances. The Sponsor shall not be entitled to a refund in respect of any mistake contained in approved Copy unless the error has been notified to the Company in writing before the Copy Deadline.
- 8.3. Notwithstanding anything to the contrary in this Agreement, the liability of the Company to the Sponsor for death or injury resulting from its own or its employees' negligence shall not be limited.
- 8.4. Subject to condition 8.3, the entire liability of the Company shall be limited to damages of an amount equal to 125% of the amount of the Sponsorship Fee (exclusive of VAT) paid by the Sponsor under this Agreement in the immediately preceding twelve month period in respect of any damage or loss.
- 8.5. Subject to condition 8.3, the Company shall not be liable to the Sponsor for loss of profits, goodwill or any other type of indirect or consequential loss (including loss or damage suffered by the Sponsor as a result of any action brought by a third party) even if such loss was reasonably foreseeable or the Company had been advised of the possibility of the Sponsor incurring the same.

9. Copyright

The Company owns the Copyright in all material contributed to the Doing Business Guide by the Company, its employees or agents.

10. Variation and entire Agreement

The Agreement constitutes the entire Agreement and supersedes any previous Agreement between the parties and represents the entire understanding between them and can only be varied by a document in writing signed by a Director of the Company.

11. Jurisdiction and Arbitration

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be [one/three]. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English.

The governing law of the contract shall be the substantive law of England.