



The Client's attention is particularly drawn to the provisions of clause 12 (Limitation of liability).

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Agreed Timescales: any agreed timescales set out in the Contract Details.

Agreed Variations: any agreed variations to the Contract that may be set out in the Contract Details.

Billing Terms: the billing terms set out in the Contract Details.

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

Brexit: means withdrawal of the United Kingdom from the European Union.

Charges: the price(s) for the Goods and/or the charges for the Services set out in the Contract Details.

Client: the person or firm who purchases the Goods and/or Services from the Company pursuant to the Contract Details.

Client Data: the data inputted by the Client, or by the Company on the Client's behalf, for the purpose of the provision of the Services.

Client Materials: data, content, images, art work or any other materials belonging to the Client or a Client Customer or which the Client has supplied to the Company and which the Company is to use in the course of delivering the Services.

Client Customer: any customer of the Client.

Commencement Date: has the meaning given in clause 2.2.

Company: Cooperfields Limited (CRN: 13177903) whose registered office is at BK Plus, Azzuri House, Aldridge, WS9 0RB

Conditions: these terms and conditions as amended from time to time in accordance with clause 16.8.

Consultant: the individual appointed by the Company to provide the Consultancy Services.

Consultancy Services: the appointment of the Company as a marketing consultant as more fully described in the Contract Details.

Content Services: any services provided by the Company which involve the development and/or production of all and any content, including (but not limited to) audio content, audio-visual content, images, graphics, visual designs, text and any other materials, as more fully described in the Contract Details.

Contract: the contract between the Company and the Client for the supply of Goods and/or Services in accordance with these Conditions and any Contract Details.

Contract Details: the details setting out the terms of the Contract attached to these Conditions where applicable or which may be set out by email or other correspondence.

Controller: has the meaning set out in the Data Protection Legislation.

Data Protection Legislation: means the Data Protection Act (2018), the GDPR or any replacement legislation applicable in the United Kingdom from time to time (whether or not as a result of Brexit), and,

where applicable, any guidance and codes of practice issued by a Supervisory Authority or by the European Data Protection Board (or any replacement group from time to time) and all applicable data protection law and regulations in any jurisdiction.

Data Subject: has the meaning set out in the Data Protection Legislation.

Delivery Agent: the company or organisation used by the Company to effect delivery of the Goods.

Delivery Location: has the meaning given in clause 4.1.

Digital Marketing Services: the digital marketing services set out within the Service Specification.

Force Majeure Event: has the meaning given to it in clause 15.

GDPR: means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.

Goods: the goods (or any part of them) set out in the Contract Details which will include tangible and intangible goods.

Goods Specification: any specification for the Goods, including any relevant content, plans or drawings, that is agreed in writing by the Client and the Company or as may be set out in the Contract Details.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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.

Normal Working Hours: the hours 9 am – 5 pm GMT, Monday to Friday, except English Bank Holidays

Payment on Account: the monies required by the Client to the Company on account of the monies due and payable under the Contract for the Goods and/or Services.

Personal Data: is as defined under Data Protection Legislation and means Personal Data provided, or agreed to be provided, by the Client to the Company under the Contract.

Personal Data Breach: means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.

Processor: has the meaning set out in the Data Protection Legislation.

Prior Consultation: has the meaning given in the Data Protection Legislation.

Services: the services supplied by the Company to the Client as set out in the Service Specification including Support Services where provided for in the Contract Details.

Service Specification: the description or specification for the Services provided in writing by the Company to

the Client or otherwise as set out in the Contract Details.

Site: the Delivery Location.

Specification: the Goods Specification and the Service Specification.

Subprocessor: has the meaning given in the Data Protection Legislation.

Supervisory Authority: means the UK's Information Commissioner's Office or replacement authority responsible for the monitoring and enforcement of the Data Protection Legislation in the United Kingdom.

Company Materials: has the meaning given in clause 8.1.8.

Support Services: the support services detailed in the Service Specification (if any).

Term: the term set out in the Contract Details for the provision of the Services where applicable.

TUPE: Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended from time to time).

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

Website Services: any services provided by the Company to the Client in respect of the design, development, build, support, disaster recovery, maintenance and/or hosting of a website, as more fully described in the Contract Details.

- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 A reference to a party includes its personal representatives, successors and permitted assigns.
- 1.4 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.5 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.6 A reference to writing or written includes fax but not email.
- 1.7 References to specific definitions, articles or chapters of the GDPR shall be construed as references to the equivalent provisions in the Data Protection Act (2018) or, if relevant, the current Data Protection Legislation.

2. BASIS OF CONTRACT

- 2.1 The Contract Details constitutes an offer by the Client to purchase Goods and/or Services in accordance with these Conditions.
- 2.2 The Contract Details shall only be deemed to be accepted when the Company issues written acceptance of the Contract Details at which point and on which date the Contract shall come into existence (Commencement Date). At the discretion of the

Company the Contract Details may be signed electronically or agreed via email.

- 2.3 Any samples, estimated performance figures, drawings, descriptive matter or advertising issued by the Company and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Company's catalogues or brochures or on the Company's website are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 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.
- 2.5 Any quotation given by the Company shall not constitute an offer, and is only valid for the period stated in the quotation or where no period is stated, a period of 30 Business Days from its date of issue.
- 2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. GOODS

- 3.1 The Goods are described in the Goods Specification.
- 3.2 The Company reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and the Company shall notify the Client in any such event.

4. DELIVERY OF GOODS

- 4.1 The Company shall deliver the Goods to the location set out in the Contract Details or such other location as the parties may agree at any time after the Company notifies the Client that the Goods are ready.
- 4.2 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence.
- 4.4 The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 4.5 Except where failure or delay to deliver the Goods is caused by a Force Majeure Event or by the Company's failure to comply with its obligations under the Contract in respect of the Goods delivery of any goods which are not delivered directly by the Company shall be deemed to have been completed at 9.00 am on the second Business Day following the day on which the Company passes the Goods to the Delivery Agent for delivery. Should the Client not accept delivery then the Delivery Agent may (but is not obliged to) attempt further deliveries
- 4.6 If five Business Days after the deemed delivery date under clause 4.5, or after attempts have been made by the Company to deliver the Goods direct to the Customer, the Client has not accepted delivery of the Goods and such Goods have thereby been returned to the Company by the Delivery Agent or otherwise, the Company may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs and returned delivery charges account to the Client for any excess over the price of the Goods or charge the Client for any shortfall below the price of the Goods.

4.7 If the Company delivers up to and including 5% more or less than the quantity of Goods, the Client may not reject them, but on receipt of notice from the Client that the wrong quantity of Goods was delivered, the Company shall make a pro rata adjustment to the invoice for the Goods.

4.8 The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Client to cancel any other instalment.

5. QUALITY OF GOODS

5.1 The Company warrants that on delivery the Goods shall:

- (a) conform in all material respects with their description and any applicable Goods Specification; and
- (b) be free from material defects in design, material and workmanship.

5.2 Subject to clause 5.3, the Company shall, at its option, repair or replace any defective Goods, or refund the price of the defective Goods in full if:

- (a) the Client gives notice in writing within 5 working days of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
- (b) the Company is given a reasonable opportunity of examining such Goods; and
- (c) the Client (if asked to do so by the Company) returns such Goods to the Company's place of business at the Customer's cost.

5.3 The Company shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:

- 5.3.1 the Client or any Client Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
- 5.3.2 the defect arises because the Client or any Client Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods;
- 5.3.3 the defect arises as a result of the Company or any Client Customer following any drawing, design or Goods Specification supplied or agreed by the Client or any Client Customer ;
- 5.3.2 the Client or any Client Customer alters or repairs such Goods without the written consent of the Company;
- 5.3.3 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
- 5.3.4 the Goods differ from their description or the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

5.4 Except as provided in this clause 5, the Company shall have no liability to the Client in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Company.

6. TITLE AND RISK

6.1 The risk in the Goods shall pass to the Client on completion of delivery.

6.2 Title to the Goods shall not pass to the Client until the Company receives payment in full (in cash or cleared funds) for the Goods and any other goods or services that the Company has supplied to the Client in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.

6.3 If before title to the Goods passes to the Client the Client becomes subject to any of the events listed in clause 13.3.2 to clause 13.3.4, then, without limiting any other right or remedy the Company may have:

6.3.1 the Client's right to use the Goods in the ordinary course of its business shall cease immediately; and

6.3.2 the Company may at any time:

- (a) require the Client to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
- (b) if the Client fails to do so promptly, enter any premises of the Client or of any third party where the Goods are stored in Contract Details to recover them.

7. SUPPLY OF SERVICES

7.1 The Company shall supply the Services to the Client in accordance with the Service Specification in all material respects and where applicable for the duration of the Term.

7.2 The Company shall use reasonable endeavours to meet any Agreed Timescales for the Services but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

7.3 The Company reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Company shall notify the Client in any such event.

7.4 The Company warrants to the Client that the Services will be provided using reasonable care and skill.

8. CLIENT'S OBLIGATIONS & WARRANTIES

8.1 The Client shall:

8.1.1 ensure that the terms of the Contract Details and any information it provides in the Service Specification and the Goods Specification are complete and accurate;

8.1.2 co-operate with the Company and its agents, consultants, subcontractors and employees in all matters relating to the Services in a timely manner and shall procure that any Client Customer comply with the same;

8.1.3 provide the Company, employees, agents, consultants and subcontractors, with access to the Client's premises or that of any Client Customer and other facilities as reasonably required by the Company to provide the Services;

8.1.4 provide the Company, its employees, agents, consultants and subcontractors with such information and materials as the Company may reasonably require in a timely manner, and ensure that such information is complete and accurate in all material respects and shall procure that any Client Customer comply with the same;

8.1.5 prepare the Client's premises and those of any Client Customer for the supply of the Services;

- 8.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- 8.1.7 comply with all applicable laws, including health and safety laws and requirements and shall procure that any Client Customer comply with the same;
- 8.1.8 keep all materials, equipment, documents and other property of the Company (Company Materials) at the Client's premises in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation;
- 8.1.9 comply with any additional obligations as set out in the Service Specification and the Goods Specification;
- 8.1.10 ensure that the Services Specification and Goods Specification meet its requirements or that of any Client Customer ;
- 8.1.11 establish a lawful basis for processing the Personal Data to allow the Company and its Processors to process the Personal Data for the purposes of the Contract;
- 8.1.12 ensure that the instructions and Personal Data which are provided to the Company, by the Client Customer, are lawfully provided;
- 8.1.13 provide all communications, information (including copies of Personal Data) which are required to be provided to the Data Subjects pursuant to the Data Protection Legislation;
- 8.1.14 liaise directly with Data Subjects in respect of data protection and privacy matters;
- 8.2 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or any Client Customer or failure by the Client or any Client Customer to perform any relevant obligation (**Client Default**):
- 8.2.1 without limiting or affecting any other right or remedy available to it, the Company shall 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 in each case to the extent the Client Default prevents or delays the Company's performance of any of its obligations;
- 8.2.2 the Company shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in the Contract; and
- 8.2.3 the Client shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Client Default.
- 8.3 The Client guarantees and warrants to the Company that:
- 8.3.1 TUPE does not apply to the Contract as part of any service provision change or outsourcing; and
- 8.3.2 no employee of the Client or any Client Customer has been or will be made redundant or otherwise have their contract

of employment terminated as a result of the Contract.

- 8.4 In the event that the Client or any Client Customer is in breach of condition 8.3 or in any other circumstance where the Company experiences liability arising from the breach of TUPE or other applicable laws or regulations relating to its employees, the Client shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly as a result.

8.5 The Client warrants, represents and undertakes that:

- 8.5.1 any Client Materials provided to the Company are owned by the Client or the Client Customer; or
- 8.5.2 it has received the necessary consents or permissions to use the Client Materials in accordance with this agreement from the applicable owner(s)

and shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly as a result of any breach of this condition.

9. CHARGES AND PAYMENT

- 9.1 Subject to clause 9.3 the Charges for Goods:
- 9.1.1 shall be the price set out in the Contract Details; and
- 9.1.2 shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Client;
- 9.1.3 shall require the relevant Payment(s) on Account where applicable.
- 9.2 Subject to clause 9.3 the Charges for Services:
- 9.2.1 shall be as set out in the Contract Details;
- 9.2.2 shall require the relevant Payment(s) on Account where applicable.
- 9.3 The Company reserves the right to:
- 9.3.1 increase the charges for the Services on an annual basis with effect from each anniversary of the expiry of each Term in line with the Billing Terms;
- 9.3.2 increase the price of the Goods and Services, by giving notice to the Client at any time before delivery, to reflect any increase in the cost of the Goods to the Company that is due to:
- (a) any factor beyond the control of the Company (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- (b) any request by the Client or Client Customer to change the delivery date(s), quantities or types of Goods Contract Details, or the Goods Specification; or
- (c) any delay caused by any instructions of the Client or Client Customer in respect of the Goods or Services or failure of the Client or any Client Customer to give the Company adequate or accurate information or instructions in respect of the Goods or Services;
- (d) any third party costs (or increases in respect of the same) including (but not limited to) licence fees.

- 9.3.3 increase the Charges where additional Goods or Services are requested after the commencement of the Contract;
- 9.3.4 carry out credit checks against the Client.
- 9.4 In respect of Goods and Services, the Company shall invoice the Client in accordance with the Billing Terms.
- 9.5 The Client shall pay each invoice submitted by the Company:
- 9.5.1 in accordance with any credit terms agreed by the Company set out in the Billing Terms or where not stated within 7 days of the date of the invoice; and
- 9.5.2 in full and in cleared funds to a bank account nominated in writing by the Company; and
- 9.5.3 time for payment shall be of the essence of the Contract.
- 9.6 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Client, the Client shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 9.7 If the Client fails to make a payment due to the Company under the Contract by the due date, then, without limiting the Company's remedies under clause 13 (Termination), the Company reserves the right to require that the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.7 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0% or at the Company's option in line with late payment legislation in force from time to time.
- 9.8 If the Client fails to make payment as set out in condition 9.5 the Company reserves the right to charge an administration fee of £30.00 per administration task required to obtain settlement of the invoice, without any prejudice to and notwithstanding any other rights of the Company.
- 9.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 10. INTELLECTUAL PROPERTY RIGHTS**
- 10.1 All Intellectual Property Rights in or arising out of or in connection with the supply of the Goods and Services (other than Intellectual Property Rights in any Client Materials provided by the Client) shall be owned by the Company or any relevant manufacturer of the Goods (as the case may be) unless separately agreed in the Contract Details.
- 10.2 In respect of any Intellectual Property Rights in Client Materials the Client grants to the Company a Licence to use such Intellectual Property Rights for the purpose of supplying the Goods or Services.
- 11. CONFIDENTIALITY**
- 11.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or Companies of the other party, except as permitted by clause 11.2.
- 11.2 Each party may disclose the other party's confidential information:
- 11.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11; and
- 11.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 12. LIMITATION OF LIABILITY: THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**
- 12.1 Nothing in these Conditions shall limit or exclude the Company's liability for:
- 12.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 12.1.2 fraud or fraudulent misrepresentation;
- 12.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- 12.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- 12.1.5 defective products under the Consumer Protection Act 1987.
- 12.2 Subject to clause 12.1, the Company shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- 12.2.1 loss of profits;
- 12.2.2 loss of sales or business;
- 12.2.3 loss of agreements or contracts;
- 12.2.4 loss of anticipated savings;
- 12.2.5 loss of use or corruption of software, data or information;
- 12.2.6 loss of or damage to goodwill; and
- 12.2.7 any indirect or consequential loss.
- 12.3 Subject to clause 12.1, the Company's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Contract, shall be limited to the total charges paid under the Contract for the twelve month period preceding the date on which the breach occurred.
- 12.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and 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.
- 12.5 The Company shall not be liable for any failings in respect of estimated performance figures relating to the Goods or Services unless the Goods Specification or the Service Specification specifically warrants this.
- 12.6 The Company shall have no liability to any Client Customer.
- 12.7 This clause 12 shall survive termination of the Contract.

13. TERMINATION & CANCELLATION & RETURN OF GOODS

13.1 Save in respect of Goods returned pursuant to clause 5.1 and to the extent fully permitted by law Goods are otherwise non-returnable.

13.2 In respect of Services the Term shall continue after expiry automatically for a further period of the same Term unless the Client gives to the Company 3 months' prior written notice of termination before expiry.

13.3 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

13.3.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 21 days after receipt of notice in writing to do so;

13.3.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by Contract Details of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

13.3.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

13.3.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

13.4 Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect if the Client fails to pay any amount due under the Contract on the due date for payment.

13.5 Without affecting any other right or remedy available to it, the Company may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Client and the Company if the Client fails to pay any amount due under the Contract on the due date for payment, the Client becomes subject to any of the events listed in clause 13.3.2 to clause 13.3.4, or the Company reasonably believes that the Client is about to become subject to any of them.

14. CONSEQUENCES OF TERMINATION

14.1 On termination of the Contract:

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

14.1.2 the Client shall return all of the Company Materials and any Goods which have not been fully paid for. If the Client fails to do so, then the Company 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.

14.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, 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.

14.3 If additional Services are required as part of a handover process to the Client (or via a third party appointed by the Client) following termination of the Contract the Company shall be entitled to make additional charges for such services based on a time spent basis at the Company's then prevailing hourly rates.

14.4 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

15. FORCE MAJEURE

15.1 Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

16. GENERAL

16.1 Assignment and other dealings

16.1.1 The Company may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

16.1.2 The Client shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Company.

16.2 Notices

16.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case).

16.2.2 Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.;

16.2.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

16.3 Severance

16.3.1 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.

16.4 Waiver.

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

16.5 No partnership or agency.

16.5.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

16.6 Entire agreement

16.6.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.6.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.

16.6.3 Nothing in this clause shall limit or exclude any liability for fraud.

16.7 Third parties rights

16.7.1 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

16.7.1 Client Customers shall have no rights under this Contract and there is no contractual relationship intended between the Company and any Client Customer.

16.8 Variation

16.8.1 Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties as an Agreed Variation (or their authorised representatives).

16.9 Governing law

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

16.10 Jurisdiction

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

16.11 Non-Solicitation

16.11.1 The Client shall not, without the Company's prior written consent, at any time from the date of any Contract to the expiry of 6 months after the last date of supply of the Services or Goods, solicit or entice away from the Company or employ (or attempt to employ) any person who is, or has been, engaged as the Company's employee, consultant or subcontractor.

17 TERMS SPECIFIC TO SUPPORT SERVICES

17.1 The Company may use various methods to resolve the Issue which in its opinion is deemed appropriate.

17.2 The Company shall aim to resolve the issue within 72 hours depending on the severity and nature of the issue which the Company shall in its discretion determine but time shall not be of the essence for the purposes of this condition.

17.3 Support Services shall be provided by such methods as determined by the Company to be the most appropriate and effective in the circumstances. Such methods may include, but without limitation, rectification through advice by telephone, email, fax or post; remote rectification; or rectification by attendance at the Client's premises or that of the Client Customer's premises.

17.4 The Client acknowledges that timeframes for Support Services will be affected if (but without limitation):

17.4.1 the Client or the Client Customer fails to comply with its obligations under this Contract;

17.4.2 if the issue has arisen due to an act or omission of the Client or any Client Customer as opposed to a problem with the system itself;

17.4.3 if monitoring is required to establish the nature of the issue.

18 DATA PROTECTION

18.1 The Client and the Company acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Company is the Processor in respect of any Personal Data.

18.2 The Company shall process the Personal Data in accordance with the Client's reasonable instructions but provided always such instructions are compliant with Data Protection Legislation.

18.3 The Company shall comply with Data Protection Legislation in relation to any technical and organisational measures required to ensure an appropriate level of security in respect of any Personal Data processed by it.

18.4 The Company may use subcontractors for the purposes of this Contract. The Client consents to the Company engaging another Processor in such circumstances and the Company shall ensure that the relevant contract with the sub-processor includes obligations on the sub-processor which are no less

onerous than those set out in this Contract and meets the requirements of Data Protection Legislation;

Company (or the Company's Processors): delete or return all the Personal Data to the Client (or arrange for it to be deleted or returned as the case may be) after the end of the Contract relating to processing, and delete existing copies unless applicable laws require storage of the Personal Data by the Company or the Company's Processors.

- 18.5 The Company shall neither transfer nor process Personal Data outside the United Kingdom, nor permit Personal Data to be transferred or processed outside the United Kingdom by a sub-processor or third party, unless it is under one or more of the following conditions:
- 18.5.1 the territory into which the data are being transferred is one approved by the UK's Information Commissioner;
 - 18.5.2 the territory into which the data are being transferred is within the European Economic Area;
 - 18.5.3 the territory into which the data are being transferred has an adequacy decision issued by the European Commission;
 - 18.5.4 the transfer is to the United States of America and the recipient is registered under the EU/US Privacy Shield scheme;
 - 18.5.5 the transfer is made under the unaltered terms of the standard contractual clauses issued by the European Commission for such purposes;
 - 18.5.6 the transfer is made under the provision of binding corporate rules which have been approved and certified by the European Commission;
 - 18.5.7 the transfer is made in accordance with one of the exceptions set out in Data Protection Legislation.
- 18.6 The Company shall ensure that persons authorised to process the Personal Data on the Company's behalf, have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 18.7 The Company shall, provide such assistance as may be reasonably required by the Client for the fulfilment of the Client's obligation to respond to requests for exercising the Data Subject's rights by law.
- 18.8 The Company shall notify the Client as soon as reasonably practicable (but having regard to any statutory timeframes) if it receives from a Data Subject:
- 18.8.1 a request to exercise any data subject's rights as defined in the Data Protection Legislation; and/or
 - 18.8.2 a complaint or request relating to the Client's obligations under the Data Protection Legislation
- and shall, provide such assistance as the Client reasonably requires based on the Personal Data that the Company holds in accordance with this Contract.
- 18.9 Taking into account the nature of processing and the information available to the Company the Company shall assist the Client where reasonably required in ensuring compliance with the obligations pursuant to Articles 32 (Security of processing), Article 33 (Notification of a personal data breach to the supervisory authority), Article 34 (Communication of a personal data breach to the data subject), Article 35 (Data protection impact assessment) and Article 36 (Prior Consultation) of the GDPR.
- 18.10 The Company shall at the Client's request in respect of the Personal Data which is in the possession of the
- 18.11 The Company shall on reasonable notice being given, make available to the Client all information reasonably necessary to demonstrate compliance with Data Protection Legislation.
- 18.12 The Company shall immediately inform the Client if, in its opinion, an instruction infringes the Data Protection Legislation.
- 18.13 The Company shall notify the Client as soon as reasonably practicable (but having regard to any statutory timeframes) after becoming aware of a Personal Data Breach or security incident that may result in a Personal Data Breach relevant to its Processing or its Processor's Processing.
- 18.14 The Company shall comply with any further written instructions with respect to Processing as set out (if any) within the Service Specification.
- 18.15 To perform the Services the Company may be required to have access to Personal Data for the Company to undertake such activities.
- 18.16 The Personal Data collected will be used to perform the tasks which we are required to undertake as part of this Contract.
- 18.17 The Personal Data that is processed is only to be used to allow the Company to provide the Services. It is not used in conjunction with any other third party, customer or market research and will not be shared publicly.
- 18.18 The Processing is for the Term.
- 18.19 The types and categories of Personal Data include names, email addresses, account user names and passwords.
- 18.20 All Personal Data that is Processed is stored in the Company's Cloud Environment where only the Directors and selected employees of the Company have access this. No data will be shared with any other party externally. Internally the Company minimises the need to share any Personal Data of a Client with any employee wherever possible. To fulfil the roles required as part of the Contract there may be a requirement for an employee of the Company to have access to Personal Data to fulfil their role, all employees are contracted and as part of their employment contracts includes a strict data protection policy.
- 19. TERMS SPECIFIC TO WEBSITE SERVICES**
- 19.1 Where the Company is supplying the Client with Website Services, the following clauses apply:
- 19.1.1 the Company gives no warranty that any domain name registered on behalf of the Client will not infringe the rights of any third party;
 - 19.1.2 save in respect of any Deliverables supplied by the Company, the Client is solely responsible for any Client Materials hosted on the website,

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| | | consultation with Company |
| <p>including legal permission for any Client Materials and ensuring that the pages do not breach any applicable laws. The Company has the right to suspend the hosting of the website in the event of breach or suspected breach of the foregoing by the Client or any Client Customer;</p> <p>19.1.3 where the Website Services involve the hosting of the website, the Client accepts that server downtime, whether for system upgrades or any other reason, may occur and that the website is not guaranteed to be error-free or free from Vulnerabilities and that the Company accepts no liability in respect of any period of downtime in any event;</p> | 19.4 | <p>that adversely affect the search engine rankings of the Website.</p> <p>the Company shall not be responsible for Client overwriting actions it has taken as part of the Services on the Website.</p> |
| <p>19.1.4 the Client shall ensure that the Client Materials do not infringe any applicable laws, regulations or third party rights (such as but not limited to material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing, blasphemous or in breach of any third party Intellectual Property Rights);</p> | 19.5 | <p>The Company shall promptly report to the Client any material issues with the performance of the Services and/or websites. Upon the reasonable request of the Client, and subject to an agreement on costs between the parties, Company shall use reasonable endeavours to correct any such material issues with the performance of the Services.</p> |
| <p>19.1.5 if required to do so by a legal authority, the Company may grant access to its servers;</p> | 19.6 | <p>Solely for the purposes of Company providing the Services, the Client agrees to provide, or arrange for its Client Customer's to provide, the following:</p> |
| <p>19.1.6 the Company shall only include Deliverables or Client Materials on the website that have been agreed as part of the Service Specification.</p> | | <p>19.6.1 administrative or back-end access to the website for analysis of its content and structure;</p> |
| <p>19.2 The Company shall not be liable to the Client in respect of:</p> <p>19.2.1 any technical or general maintenance problems arising from the improper use, operation or neglect of the Service by the Client or a Client Customer ;</p> | | <p>19.6.2 permission for the Company to make changes to the website for the purpose of optimisation;</p> |
| <p>19.2.2 the failure by the Client or a Client Customer to implement recommendations in respect of or solutions to faults previously advised by the Company or any subcontractor;</p> | | <p>19.6.3 permission for Company to communicate directly with any applicable third parties connected with the website in order to provide the Services;</p> |
| <p>19.2.3 any repair, adjustment, alteration or modification of the Website Services by any other person other than the Company or a subcontractor instructed by the Company; or</p> | | <p>19.6.4 access to existing traffic statistics for the website in order for analysis and tracking purposes; and</p> |
| <p>19.2.4 the use of the website for a purpose for which it was not designed;</p> | | <p>19.6.5 where the website is lacking in textual content, the Client will provide additional text content in electronic format for the purpose of creating additional or richer web pages.</p> |
| <p>19.2.5 the Client acknowledges that the Company does not have any control over any content placed on the website by visitors or other third parties and the Company does not purport to monitor the website.</p> | | |
| <p>in such circumstances any additional maintenance or technical support agreed under the Contract Details shall be at an additional Charge.</p> | | |
| <p>19.3 The Company is not responsible for changes made to the Website by:</p> | | <p><u>20. Terms Specific to Digital Marketing Services.</u></p> |
| <p>19.3.1 other parties and Client Customer's; or</p> | 20.1 | <p>Where the Company is supplying the Client with Digital Marketing Services, the following clauses apply:</p> |
| <p>19.3.2 the Client or Client Customer in choosing to link to or obtain a link from a particular website without prior</p> | | <p>20.1.1 the Client acknowledges and agrees that Company does not guarantee constant website traffic, first position or consistent top ten positions for any particular keyword, phrase or search term as it is solely at the discretion of the search engines themselves to list a website and therefore specific results are not guaranteed.</p> <p>20.1.2 the Client acknowledges that Company has no control over the policies of search engines with respect to the type of websites and/or content that they accept or the way in which websites are ranked either now or in the future. As a result, search engines may:</p> <p>(i) stop accepting submissions from Company for an indefinite period of time with or without notice; or</p> <p>(ii) cease to list a website at its discretion, however should a website not reappear within thirty (30) days of it not being listed then Company will re-optimize the applicable website based on the current policies of the relevant search engine at a cost to be agreed between the parties,</p> |

and Company shall not be liable to Client for any such actions of search engines.

20.2 The Client authorises the Company, and warrants that such authority has been given by any Client Customer, to access all online accounts required to provide the Digital Marketing Services and shall provide all necessary information to the Company to enable such access (including but not limited to user names and passwords).

20.3 Where the Digital Marketing Services involves the operation of social media accounts the scope of the work required shall be set out within the Service Specification. The Client also authorises the Company, and warrants that such authority has been given by any Client Customer, to:

20.3.1 operate the relevant accounts;

20.3.2 to edit and amend content that it considers to be obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing, blasphemous or in breach of any third party Intellectual Property Rights;

20.3.3 to make such contributions as it sees fit in the furtherance of the Company's duties under this Contract without the Client's approval save that the Client shall provide input and content where such required content is deemed to be outside of the Company's expertise and where specialist content is required from the Client or the Client Customer; in which case the Client shall promptly cooperate with the Company to prepare and approve such content.

21. Terms Specific to Consultancy Services

21.1 The Company shall provide the Consultancy Services by the Consultant.

21.2 Unless prevented by ill health or accident, the Consultant shall devote such time to the Client as set out in the Service Specification together with such additional time, if any, as may be necessary and agreed for the proper performance of the Consultancy Services.

21.3 If the Consultant is unable to provide the Consultancy Services due to illness or injury, the Company shall advise the Client of that fact as soon as reasonably practicable.

21.4 The Company may appoint a suitably qualified and skilled substitute to perform the Consultancy Services.

21.5 The scope of the Consultant's authority shall be set out within the Service Specification.

21.6 The Client shall notify the Company of any policies or regulations that the Consultant shall be required to follow as part of the Consultancy Services. In the event that the Company considers such policies or regulations as unreasonable or onerous the Company reserves the right to terminate the Agreement on giving 30 days' notice. The Company further reserves the right to make additional Charges if such policies or regulations involve additional work outside of the scope of the Specification.

21.7 The relationship of the Consultant to the Client will be that of an employee of the Company (not the Client) acting as an independent contractor to the Client and

nothing in this agreement shall render the Consultant or any substitute employee, worker, agent or partner of the Company and neither shall the Company be classed as an agent or partner of the Company.

21.8 The Consultancy Services may include other Services in respect of which the relevant sections of these conditions shall apply.