

Terms and Conditions

THESE ARE THE STANDARD TERMS AND CONDITIONS OF BUSINESS of Convivio Team Ltd a company registered in England and Wales under number 10213988 whose registered office is at 34b York Way, London, N1 9AB, England ("the Provider").

1. Definitions and Interpretation

1.1 In these Terms, words and expressions shall have their ordinary meaning unless otherwise defined in Schedule 1 and unless the context otherwise requires. The interpretation provisions set out in Schedule 1 shall apply.

2. Background

2.1 The Provider is engaged in business as a consultant, developer and provider of websites and online services.

2.2 The Client wishes to procure such Services from the Provider.

2.3 The two parties are entering into an agreement which comprises a Framework Agreement, an Order or Statement of Work, and these Terms, in aggregate "the Agreement".

3. Commencement and Duration

3.1 These Terms shall come into effect on the Effective Date of the Agreement and continue in force until the termination of the Agreement in accordance with the terms of the Agreement.

4. Services, Schedule and Fees

4.1 The specification of the Services to be provided, the Schedule and the Fees shall be agreed between the parties on an Order Form or Statement of Work within the Agreement.

5. Provider Obligations

5.1 The Provider shall perform the Services in accordance with the Agreement.

5.2 The Provider shall, and procure that all Personnel shall perform the Work in accordance with:

(i) Good Industry Practice; and

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(ii) all Applicable Laws

5.3 Without prejudice to clause 5.2, The Provider shall:

5.3.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");

5.3.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

5.3.3 have and shall maintain in place throughout the term of the Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;

5.3.4 promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Provider in connection with the performance of this Agreement; and

5.3.5 immediately notify the Client if the Provider or its employees, agents or other persons who perform or have performed services for or on behalf of the Provider is investigated by any law enforcement agency or Client in relation to corrupt practices and any breach of anti-bribery and anti-corruption laws.

5.4 The Provider shall allocate sufficient resources to deliver the Services in accordance with the terms of the Agreement.

5.5 The Provider shall provide reasonable assistance to and co-operate with other providers and service providers to the Client and with all other relevant third parties in each case to the extent reasonably necessary for the smooth provision of (and the Client's enjoyment of) the Services and the services provided to the Client by its other providers and service providers.

5.6 The Provider shall act in accordance with all reasonable instructions given to it by the Client providing such instructions are compatible with the Agreement.

5.7 The Provider shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of these Terms, be deemed to be an act or omission of the Provider.

5.8 The Provider shall provide the Client with access to the source code of all software provided under these Terms by granting access to version control repositories, or providing

a zip-file or similar of the source code. This will be provided on completion of the project, and on request at any other point.

6. Client Obligations

6.1 The Client shall use all reasonable endeavours to provide all pertinent information to the Provider that is necessary for the Provider's provision of the Services.

6.2 The Client may, from time to time, issue reasonable instructions to the Provider in relation to the Provider's provision of the Services. Any such instructions should be compatible with the Agreement and these Terms.

6.3 In the event that the Provider requires the decision, approval, consent or any other communication from the Client in order to continue with the provision of the Services or any part thereof at any time, the Client shall provide the same in a reasonable and timely manner.

6.4 If any consents, licences or other permissions are needed from any third parties, it shall be the Client's responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof).

6.5 If the nature of the Services requires that the Provider has access to the Client's premises or any other location, access to which is lawfully controlled by the Client, the Client shall ensure that the Provider has access to the same at the times to be agreed between the Provider and the Client as required.

6.6 If any staff of the Provider are to work at the Client's premises for more than five working days in any one calendar month, the Client will provide contiguous office space, desks, chairs, telephones, power sockets and other resources as may be agreed for the Provider's staff. These facilities will be of the same quality and quantity as provided to the Client's employees.

6.7 Any delay in the provision of the Services resulting from the Client's failure or delay in complying with any of the provisions of this Clause 3 shall not be the responsibility or fault of the Provider, and further, the Provider shall be entitled to charge for time that is booked but not usable because of delays on the Client's part.

7. Fees and Payments

7.1 The Provider shall invoice the Client for Fees due in accordance with the Agreement, which shall detail the Fees to be charged and the schedule for payment.

7.2 The Client shall pay the Fees to the Provider in accordance with the provisions of the Agreement, but by default:

- i) Consultancy and Development work shall be invoiced at the completion of each iteration.
- ii) Support and Hosting shall be invoiced monthly in advance.

7.3 All sums payable by either party pursuant to the Agreement are exclusive of any value added or other sales tax, for which that party shall be additionally liable.

7.4 All payments required to be made pursuant to this Agreement by either party shall be made within 30 days of the date of the relevant invoice in sterling in cleared funds to such bank as the other party may from time to time nominate, without any set-off, withholding or deduction.

7.5 If either party is required by law to make any tax deduction or withholding in relation to any payment which it is required to make pursuant to this Agreement, it shall do all things in its power which may be necessary to enable or assist the party to whom the payment is due to claim exemption from or (if that is not possible) a credit for that deduction or withholding under any applicable double taxation or similar agreement from time to time in force, and shall from time to time give the party to whom the payment is due proper evidence as to the deduction or withholding and payment over the tax deducted or withheld.

7.6 Where any payment pursuant to this Agreement is required to be made on a day on which is not a Business Day, it may be made on the next following Business Day.

7.7 Each party shall:

7.7.1 keep, or procure that there are kept, such records and books of account as are necessary to enable the amount of any sums payable by it pursuant to this Agreement to be accurately calculated;

7.7.2 provide statements of account on request; and

7.7.3 at the reasonable request of the other party in writing with 30 days' notice, and with the other party bearing its own costs, allow the other party or its agent to inspect those records and books of account and, to the extent that they relate to the calculation of those sums, to take copies of them;

7.8 If either party fails to pay on the due date any amount which is payable to the other pursuant to this Agreement then:

7.8.1 that amount shall bear interest from the due date until payment is made in full, both before and after any judgment, at eight per cent per annum over the official Bank of England base rate from time to time;

7.8.2 the party that is awaiting the overdue payment may suspend their activity and obligations under the Agreement until payments are brought up to date; and

7.8.3 the party that has failed to pay on time shall not be entitled to use the work that the payment related to until payment is made.

7.9 Where any sum payable pursuant to this Agreement is calculated in a currency other than sterling, it shall be converted into sterling by reference to the average of the relevant buying and selling rates of HSBC Bank Plc ruling in London at the close of business on the due date or, if that is not a Business Day, on the next following Business Day.

7.10 Estimates of Fees, and the rate-card of the Provider, assume that the Services are performed from the Provider's own facilities at hours to suit the Provider, unless otherwise specified.

8. Expenses

8.1 The Provider shall be entitled to recover from the Client all reasonable incidental expenses for materials used and for third party goods and services (including travel, subsistence and accommodation) supplied in connection with the provision of the Services, subject to the following provisions:

8.1.1 such expenses will be invoiced with reasonable supporting documentation;

8.1.2 any expense that is reasonably expected to be more than £250 in relation to any particular matter shall require the prior approval of the Client before it is incurred; and

8.1.3 the total expenses to be reasonably incurred by the Provider in connection with the Services in any month shall not exceed £500 without the prior approval of the Client.

8.1.4 travel by public transport will be made in standard class, except for journeys outside the UK longer than 3 hours which may be made in business class. Business or first class travel may also be taken where it can be shown that the difference in fare was 15% or less.

8.2 If the Client requires the attendance of staff of the Provider's UK office at a location outside of London, England then, in addition to travel expenses, the Provider may also invoice for travel time at 50% of the currently applicable day rate of the staff members concerned.

8.3 If the Client requires the attendance of staff of the Provider's non-UK offices in locations other than their normal City of work, then, in addition to travel expenses, the Provider may also invoice for travel time at 50% of the currently applicable day rate of the staff members concerned.

8.4 Where the Client wishes to procure third party products or services through the Provider, the Services Provider shall be entitled to invoice the Client for the costs incurred, plus a 10% administration fee.

9. Governance

9.1 The Provider and The Client shall each appoint a representative by no later than 7 Business Days following the Effective Date ("Project Director"). Such Project Directors shall be responsible for the management of all matters relating to the performance of the

Services and each party shall, promptly and in writing, notify the other of the identity of their Project Director upon appointment, and upon any change to such appointment. The respective Project Directors shall be sufficiently senior within the organisation of the appointing party, and granted sufficient authority by that party, to ensure full cooperation in relation to the operation and the management of this Agreement.

9.2 The parties shall each appoint and specify in each Order or Statement of Work, a Project Manager for the management of all matters arising out of the performance of such Order or Statement of Work. The parties may specify in the Statement of Work any meeting and/or reporting requirements specific to such Statement of Work.

10. Intellectual Property Rights

10.1 All Intellectual Property Rights in any materials made available by the Client to the Provider shall remain vested in the Client or its licensors.

10.2 The Client hereby grants to the Provider a royalty-free, non-transferable, non-exclusive license during the Term to use the Client IP solely to the extent necessary for the Provider to perform its obligations under the Agreement and these Terms.

10.3 The parties agree that Open Source software shall be used as the basis for any Services, and both agree to honour the license terms of any such software.

10.4 The Provider shall license any original software it creates under a GNU Public License (GPL) version 2 or later, or otherwise as may be required by any Open Source project such software extends or modifies.

10.5 The Provider hereby grants to the Client a perpetual, royalty-free, transferable, non-exclusive license to any other materials created by the Provider for the Client, in relation to the Agreement, that are not covered by software license requirements in clause 10.4, including, without limitation, content, graphic design or documentation.

10.6 Any Intellectual Property Rights the Provider owns in its information, know-how, materials or other resources not directly created in relation to the Agreement shall remain vested in the Provider.

10.7 For the avoidance of doubt the Client shall not be required to pay the Provider any license fees in relation to the Services, unless 3rd party commercial software is necessary and the Client and the Provider specifically agree terms.

11. Confidentiality and Data Protection

11.1 Each of the parties shall keep confidential and shall not disclose to any person any Confidential Information which has been or may be disclosed to it ("receiving party") by or on behalf of the other party ("disclosing party") except insofar as the Confidential Information:

11.1.1 is required by a person employed or engaged by the receiving party in connection with the proper performance of the Agreement; or

11.1.2 is required to be disclosed by law or by regulation by the receiving party, provided that the receiving party shall notify the disclosing party of the information to be disclosed and the circumstances in which the disclosure is alleged to be required as early as reasonably possible before such disclosure must be made and shall take all reasonable action to avoid and limit such disclosure.

11.2 Any disclosure of Confidential Information permitted under clause 11.1.1 shall be in confidence, shall only be to the extent that any persons to whom the information is disclosed need to know the same for the performance of their duties under the Agreement and the receiving party shall be obliged to procure that all such persons are aware of the obligation of confidentiality and undertake to comply with it.

11.3 Each party hereby undertakes to the other to use the Confidential Information disclosed to it by or on behalf of the other party solely in connection with the performance of the Agreement and not otherwise for its own benefit or the benefit of any third party.

11.4 Confidential Information does not include information which:

11.4.1 is or becomes generally available to the public otherwise than as a direct or indirect result of disclosure by the receiving party or a person employed or engaged by the receiving party contrary to their respective obligations of confidentiality; or

11.4.2 is or was made available or becomes available to the receiving party otherwise than pursuant to this Agreement and free of any duty of confidence or other restrictions as to its use or disclosure.

11.5 Without prejudice to any other rights or remedies that the disclosing party may have, the receiving party acknowledges and agrees that the disclosing party shall, without proof of special damage, be entitled to an injunction, specific performance or other equitable relief for any threatened or actual breach of the provisions of this clause, in addition to any damages or other remedy to which it may be entitled.

11.6 As far as possible the Client should restrict the Provider's access to Personal Data, removing it from copies of database files or other data sources before providing them to the Provider for use in providing the Services.

11.7 If, in the course of providing the Services, the Provider is required to have access to and process any Personal Data, the Client warrants that any such data has been processed in accordance with all applicable laws and that the performance by the Provider of its obligations under this Agreement in respect of the Personal Data will not result in it infringing the rights of any third party. The Client shall indemnify the Provider against all loss, damages, costs and expenses awarded against or incurred by the Provider as a consequence of any breach by the Client of this clause 11.7.

11.8 In relation to the transfer and processing of any personal data, it is the intention of the parties that:

11.8.1 the Client will be the data controller; and

11.8.2 the Provider will be the data processor.

11.9 The Provider will only such Personal Data as strictly necessary for the performance of its obligations under this Agreement and any instructions given to it by the Client and no further.

11.10 The Provider will protect Personal Data as Confidential Information.

11.11 The Provider will not process Personal Data in any way contrary to any applicable Data Protection Legislation.

11.12 The Provider will not, except in accordance with any instructions provided by the Client or with the written permission of the Client, transfer, store, host or process Personal Data in any jurisdiction situated outside the European Economic Area ('EEA').

11.13 Each party will take appropriate technical and organisational measures against unlawful or unauthorised processing of Personal Data and accidental loss or destruction of Personal Data.

11.14 The Provider shall implement strict and adequate security and organisational measures in respect of the integrity and confidentiality of the Client Personal Data, whilst in its possession to ensure that the Client Personal data will not be recorded, disclosed, processed, deleted, altered, used or otherwise be tampered with in an unauthorised or accidental manner and to protect the Client Personal Data in accordance with the relevant Data Protection Legislation.

11.15 The Provider shall immediately notify the Client of any actual, potential or alleged breach of the provisions of this clause.

11.16 The Provider shall indemnify the Client against all losses, liabilities, damages and expenses (inclusive of reasonable legal costs) incurred or awarded against the Client as a result of any breach of this clause. Without prejudice to the foregoing or to the other rights or remedies of the Client, in the event of any breach of this clause the Provider undertakes promptly to remedy the breach (or the circumstances giving rise to the breach) without charge and at no additional cost to the Client.

12. Warranties

12.1 The Client acknowledges that any software or service is provided on an open source basis without license fees or restrictions, and additionally the Provider is providing the Client with a professional service rather than a product, therefore:

12.1.1 the Software is provided "as is" without warranty of any kind, either express or implied, including without limitation any implied warranties of condition, uninterrupted use, merchantability, fitness for a particular purpose, or non-infringement;

12.1.2 No oral or written information or advice given by the Provider, or its employees shall create a warranty;

12.1.3 In place of the warranties that are normally included with annual product license fees, the Client may choose to enter into a support agreement with the Provider to provide the resources to support the Software on an on-going basis.

13. Liability and Insurance

13.1 In the event that the Provider fails to perform the Services with reasonable care and skill it shall carry out necessary remedial action at no additional cost to the Client.

13.2 Subject to clauses 13.3 and 13.4, neither party shall have any liability to the other in connection with this Agreement, whether arising from tort (including negligence), breach of contract or statutory duty for any indirect or consequential loss, including loss of profits, failure to realise anticipated savings or loss of goodwill or reputation.

13.3 Nothing in these Terms shall limit either party's liability for death or personal injury resulting from its negligence.

13.4 No party limits its liability for recklessness, fraud, fraudulent misrepresentation, dishonesty, gross negligence, wilful default or any deliberate act or omission by a party, its employees, agents or Subcontractors;

13.5 Neither Party shall be liable to the other or be deemed to be in breach of these Terms by reason of any delay in performing, or any failure to perform, any of that Party's obligations if the delay or failure is due to any cause beyond that Party's reasonable control.

13.6 The Provider shall not be liable for any loss or damage suffered by the Client that results from the Client's failure to follow any instructions given by the Provider.

13.7 The Provider shall take out and maintain the insurance policies set out below with a reputable insurer to cover the liabilities of Provider arising under or in connection with this Agreement and all losses, claims, demands, proceedings, damages, costs, charges and expenses for injuries or damage to any person or property which may result from the fault or negligence of Provider in carrying out or purporting to carry out its obligations under or in connection with the Agreement:

13.7.1 professional indemnity insurance cover for not less than £1,000,000 in the aggregate for all claims in any one year;

13.7.2 public liability insurance cover for not less than £5,000,000 in the aggregate for all claims in any one year; and

13.7.3 employers' liability insurance cover for not less than £5,000,000 in the aggregate for all claims in any one year.

13.7.4 Higher levels of insurance may be agreed between the parties where the size of the project requires it.

14. Dispute Resolution

14.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.

14.2 If negotiations under clause 14.1 do not resolve the matter within 30 days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution ("ADR") procedure.

14.3 If the ADR procedure under clause 14.2 does not resolve the matter within 45 days of the initiation of that procedure, or within other such period as the Parties may agree in writing, the Parties shall have no further obligation under this paragraph.

14.4 Nothing in this clause 14 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.

15. Termination

15.1 Either party may terminate the Agreement according to the terms of the Agreement.

15.2 Termination of this agreement for whatever reason shall not affect either:

15.2.1 the accrued rights and liabilities of the parties arising in any way out of this agreement as at the date of termination and in particular but without limitation the right to recover damages against the other; or

15.2.2 provisions expressed to survive this agreement, which shall remain in full force and effect.

15.3 The rights to terminate this Agreement given by this clause 15 shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

15.4 Following notice of termination, the parties shall agree an Exit Plan to enable the transfer of Services to a new provider. The Provider shall provide two person/days free of charge to prepare and execute the plan, but beyond this the Provider shall be entitled to charge for the time and incurred expenses of making and carrying out this Exit Plan

including for participating in meetings or writing documents, according to the Providers currently published rate-card, but no other termination fees shall be charged.

16. Effects of Termination

16.1 Upon the termination of this Agreement for any reason:

16.1.1 any sum owing by either party to the other under any of the provisions of this Agreement shall be payable within 7 days;

16.1.2 each party shall forthwith cease to use, either directly or indirectly, any Confidential Information, and shall use its best endeavours to comply with any request to destroy or return to the other party any documents in its possession or control which contain or record any Confidential Information (with the exception of any record that may be required to be kept for compliance purposes);

16.1.3 any provision of this Agreement which is expressed to continue in force after termination shall continue in full force and effect; and

16.1.4 subject as expressly provided otherwise, and except in respect of any accrued rights, neither party shall be under any further obligation to the other.

17. Non-solicitation

17.1 Neither Party shall, for the Term of the Agreement and for a period of 6 months after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to the Agreement without the express written consent of that Party.

17.2 Neither Party shall, for the Term of the Agreement and for a period of 12 months after its termination or expiry, solicit or entice away from the other Party any Client or client where any such solicitation or enticement would cause damage to the business of that Party without the express written consent of that Party.

18. Force Majeure

18.1 For the purposes of this Agreement "Force Majeure" means, in relation to either party, any circumstances beyond the reasonable control of that party including, without limitation, any strike, lock-out or other form of industrial action termination, civil disturbance, war, risk, fire, explosion, storms, flood, earthquake, epidemic or other natural physical disaster, shortage of resources or raw materials, lack of power supplies or lack of available facilities.

18.2 If any Force Majeure occurs in relation to either party which affects or may affect the performance of any of its obligations under this Agreement, it shall forthwith notify the other party as to the nature and extent of the circumstances in question.

18.3 Neither party shall be deemed to be in breach of this Agreement, or shall otherwise be liable to other, by reason of any delay in performance, or the non-performance, of any of its obligations under, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.

18.4 If the performance by either party of any of its obligations under this Agreement is prevented or delayed by Force Majeure for a continuous period in excess of 30 days, the other party shall be entitled to terminate this Agreement by giving written notice to the party so affected.

19. Nature of Agreement

19.1 Each party shall be entitled to perform any of the obligations undertaken by it and to exercise any rights granted to it under this Agreement through any other Member of its Group, provided that any act or omission of that other Member shall, for all the purposes of this Agreement, be deemed to be the act or omission of the party in question.

19.2 Each party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

19.3 No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

19.4 No terms or conditions sent by the Client with a purchase order or other written communication may override this Agreement.

19.5 No variation to this Agreement shall be binding unless made in writing and signed by an authorised representative of both parties.

20. Invalidity and Severability

20.1 If any provision of this agreement is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, whether pursuant to any judgment or otherwise:

20.1.1 the validity, legality and enforceability under the law of that jurisdiction of any other provision, and

20.1.2 the validity, legality and enforceability under the law of any other jurisdiction of that or any other provision, shall not be affected or impaired in any way.

20.2 If any provision of this agreement is held to be void or declared illegal, invalid or unenforceable for any reason whatsoever, that provision shall be divisible from this agreement and shall be deemed to be deleted from this agreement and the validity of the remaining provisions shall not be affected. If any such deletion materially affects the interpretation of this agreement, the parties shall use their best endeavours to negotiate in good faith with a view to agreeing a substitute provision as closely as possible reflecting the commercial intention of the parties.

21. Waiver

21.1 A waiver of any term, provision or condition of this agreement shall be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose for which it is given.

21.2 No failure or delay on the part of any party in exercising any right, power or privilege under this agreement shall operate as a waiver of it, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise of it or the exercise of any other right, power or privilege.

21.3 No breach of any provision of this agreement shall be waived or discharged except with the express written consent of the parties.

22. Assignment

22.1 Subject to the provisions of clause 22.2 neither party shall assign, transfer, sub-contract, or in any other manner make over to any third party the benefit or burden of this agreement without the prior written consent of the other, with such consent not to be unreasonably withheld or delayed.

22.2 Either party shall be entitled without the prior written consent of the other to assign, transfer, sub-contract or in any manner make over the benefit or burden of this agreement to an affiliate or to any company with which it may merge or to any company to which it may transfer its assets and undertaking, provided that the affiliate or other company undertakes and agrees in writing to assume, observe and perform the rights, powers, duties and obligations of the party under the provisions of this agreement being assigned, transferred or otherwise made over.

23. Relationship of the Parties

23.1 Nothing in this agreement and no action taken by the parties pursuant to this agreement shall constitute, or be deemed to constitute, the parties a partnership, association, joint venture, the agents of each other or any other co-operative entity.

24. Marketing and Publicity

24.1 As a service supplier, the Provider trades on its reputation gained through previous projects. The parties therefore agree that:

24.1.1 Either party may announce the existence of this Agreement.

24.1.2 The Provider can list the Client on its list of clients in documents, presentations, on its website and elsewhere, and may include the Client's logo in such lists.

24.1.2.1 The Client will supply any logos that are required.

24.1.2.2 The Provider agrees that it:

- (a) will not modify, change, alter, delete from or add to the logo(s) including any change in text, graphics or colour (except to create a monochrome version where necessary);
- (b) will comply with any quality control measures or branding guidelines issued with any logo;
- (c) will not use or display the logo on any Social Media Platform;
- (d) will only use the logo(s) as provided to the Provider in computerised format and shall not be permitted to make use of any representations of the Client's logo(s) gained from any other source;
- (e) use or register, or attempt to use or register, or claim in any rights to the logos; and
- (f) make any representation or do any act which may be taken to indicate that the Provider or any other persons has any right, title or interest in or to the ownership or use of any of the Client's logos or any confusingly similar logos under this Agreement.

24.1.2.3 The Provider accepts that the use of the Client's logo(s) shall not operate to transfer to the Provider any right in respect of the logo(s) and acknowledges that all rights in the logo(s) including any goodwill shall belong to and remain vested in the Client.

24.1.2.4 Where the Provider displays the logo as a website link to the Client's website, it shall be made directly to the homepage and no page or content of the Client website shall be Framed or Deep Linked.

24.1.3 The Client can list the Provider on its list of suppliers in documents, presentations, on its website and elsewhere, and may include the Provider's logo in such lists.

24.1.4 The Provider can publish a case study of the work it carried out for the Client under this Agreement or any Statement of Work, on the conditions that:

24.1.4.1 The case study shall be factually correct.

24.1.4.2 The case study shall not contain anything that would harm the Client's standing or reputation.

24.1.4.3 The case study shall not include any Confidential Information or Personal Data.

24.1.4.4 The Provider will provide an advance copy of the case study to the Client before publication for approval, which shall not be unreasonably delayed, conditioned or withheld. The Client may request edits and corrections to the case study on the grounds given in 24.1.3.1-24.1.3.3. If no response, or no valid change request, has been received within 10 Business Days the Provider may publish the case study.

24.1.5 Either party may issue a press release or official announcement about their work under this Agreement and any Statement of Work, provided that prior written consent is obtained from the other party, which consent shall not be unreasonably delayed, conditioned or withheld.

25. Third Party Liability

25.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person other than the parties to this agreement shall have any rights under it, nor shall it be enforceable under that Act by any person other than the parties to it.

26. Entire Agreement and Variation

26.1 This agreement embodies and sets forth the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this agreement. Neither party shall be entitled to rely on any agreement, understanding or arrangement not expressly set forth in this agreement save for any representation made fraudulently.

26.2 Unless otherwise expressly provided elsewhere in this agreement, this agreement may be varied only by a document signed by both of the parties.

27. Notices

27.1 Any notice, demand or other communication given or made under or in connection with the matters contemplated by this agreement shall be in writing and shall be delivered personally or sent by email or prepaid first class post (air mail if posted to or from a place outside the United Kingdom) to the registered office of the other Party, or other address as may be notified in writing by each Party within 14 days of any change.

27.2 Notice shall be deemed to have been duly given or made as follows:

- (a) if personally delivered, upon delivery at the address of the relevant party;
- (b) if sent by first class post, two business days after the date of posting;
- (c) if sent by air mail, 5 working days after the date of posting; and
- (d) if sent by email, when dispatched.

provided that if, in accordance with the above provision, any notice, demand or other communication would otherwise be deemed to be given or made after 1600 hours, it shall be deemed to be given or made at the start of the next business day.

27.3 A party may notify the other party to this agreement of a change to its name, relevant addressee, address or email address for the purposes of the above clause provided that such notification shall only be effective on:

27.3.1 the date specified in the notification as the date on which the change is to take place; or

27.3.2 if no date is specified or the date specified is less than 5 business days after the date on which notice is given, the date falling 5 business days after notice of any such change has been given.

SCHEDULE 1: Definitions and Interpretation

1. Definitions

1.1 In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"Applicable Laws" means any applicable statutes, statutory instruments, regulations, orders and other legislative provisions in any jurisdiction, including any delegated or subordinate legislation, any enforceable community rights within the European Union and any applicable judgment of a relevant court of law or decision of a tribunal or competent authority which creates binding precedent;

"Business Day" means any day (other than Saturday or Sunday and official public holidays) on which ordinary banks are open for their full range of normal business in London;

"Business Hours" means the business hours of the Provider which shall be 9am-5pm on Business Days;

"Client" means the organisation or legal entity entering into the Agreement with the Provider;

"Client IP" means all Intellectual Property Rights or other proprietary rights owned by the Client on the Effective Date;

"Confidential Information" means the terms of this Agreement and all information whether in written or any other form which has been or may be disclosed in the course of the discussions leading up to the entering into or performance of this Agreement and which is identified as confidential.

"Consent" means all approvals, consents, licences, concessions, certificates and statutory Agreements required from any competent authority or third party necessary for carrying out any Statement of Work;

"Dispute" means any dispute, controversy or claim of whatever nature arising under, out of or in connection with this Agreement including any question of the breach, interpretation, validity, effect, performance or termination of this Agreement and any claim for set-off or counterclaim;

"Effective Date" means the date on which the Agreement comes into force following signature by both parties;

"Exit Plan" means a plan agreed in writing between the Parties to transfer the provision of some or all of the Services from the Provider to another provider. The plan will set out the Services to be transferred, the method for transfer, and any estimates of time and resources required. The plan will set out estimated dates for completion of key milestones;

"Good Industry Practice" means: (a) using standards, practices, methods and procedures in the provision of the Services and otherwise discharging the obligations and responsibilities of Provider under this Agreement which are of a quality which could reasonably be expected of a skilled and experienced provider of Services similar to the Services; and (b) providing the Services and discharging the obligations and responsibilities of Supplier under this Agreement with the degree of skill, care, diligence and prudence which would reasonably be expected of a skilled and experienced provider of Services similar to the Services;

"Insolvency Event" means the occurrence of any of the following events or circumstances (or any analogous event or circumstance in a jurisdiction other than England and Wales) in relation to the relevant entity: (i) being deemed unable to pay its debts as defined in section 123 Insolvency Act 1986 without any requirement to prove any matter stated in that section to a court, (ii) proposing a voluntary arrangement; (iii) steps being taken for a receiver, administrator or manager to be appointed over the whole or a material part of its business or assets; (iv) an order being made, a resolution passed or other steps being taken for its winding-up (except for the purposes of a bona fide solvent reorganisation), bankruptcy or dissolution; (v) otherwise proposing or entering into any composition or arrangement with its creditors or any class of them; or (vi) ceasing to carry on business or claiming the benefit of any statutory moratorium;

"Intellectual Property Rights" means all intellectual property rights, including patents, supplementary protection certificates, petty patents, utility models, trade marks, database rights, rights in designs, copyrights (including rights in computer software) and topography rights (whether or not any of these rights are registered, and including applications and the right to apply for registration of any such rights) and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world, in each case for their full term, and together with any renewals or extensions;

"Liabilities" means any action, award, claim, cost (including legal costs), damage, loss, demand, expense, liability, interest, fine, penalty, taxation or proceeding;

"Open Source" means any software or software component which (a) is licensed subject to the open source license terms and conditions listed at www.opensource.org/licenses; (b) fulfill the open source definition set out at www.opensource.org/docs/osd; or (c) is otherwise licensed subject to license terms and conditions conforming to the criteria set out at www.opensource.org/docs/osd.

"Personal Data" means identifiable information about individuals held by the Client;

"Services" means the services to be provided as specified in a Statement of Work, and subject to the terms of this Agreement;

"Services Request" means a communication from the Client's representatives of work that they would like the Provider to carry out. This may be communicated in writing, via email, or verbal communication;

"Social Media Platform" means the use of web-based and mobile applications for social interaction and the exchange of user-generated content. Social Media channels includes, but is not limited to Facebook, Twitter, LinkedIn, Google YouTube, blogs, review sites, forums, online communities, location-based networks and any similar online platforms developed and existing now or at any time in the future;

"Statement of Work" means a statement of work in the form set out in Schedule 2 (Statement of Work);

"Statement of Work Effective Date" means the date upon which the Statement of Work is approved in accordance with clause 4.8; and

"Statement of Work Services Commencement Date" means the date specified in the Statement of Work as being the date on which the Services to be provided under the Statement of Work shall commence.

"Term" means the period commencing on the Effective Date and ending when this Agreement is terminated in accordance with its terms;

"VAT" means value added tax as provided for in the Value Added Tax Act 1994.

2. Interpretation

2.1 In this agreement unless otherwise specified:

2.1.1 reference to a subsidiary or holding company is to be construed in accordance with the Companies Act 1985 section 736;

2.1.2 reference to a party is reference to a party to this agreement and includes his permitted assignees and the respective successors in title to substantially the whole of his undertaking, and reference to parties is reference to both parties to this agreement;

2.1.3 reference to a person includes any person, individual, company, firm, corporation, government, state or agency of a state or any undertaking, whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists;

2.1.4 reference to a statute or statutory instrument or any of its provisions is to be construed as a reference to that statute or statutory instrument or such provision as from time to time amended or re-enacted;

2.1.5 words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders;

2.1.6 "this Agreement" is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;

2.1.7 reference to recitals, clauses, paragraphs or schedules is to recitals, clauses or paragraphs of or schedules to this agreement;

2.1.8 'control' is to be construed in accordance with the Income and Corporation Taxes Act 1988 section 416 and 'controlling' and 'controlled' shall be construed accordingly;

2.1.9 'includes' and 'including' shall mean including without limitation; and

2.1.10 "writing" and any cognate expression, includes a reference to any communication effected by electronic transmission or similar means;

2.2 The schedules form part of the operative provisions of this agreement and references to this agreement shall, unless the context otherwise requires, include references to the recitals and the schedules.

2.3 The index to and the headings in this agreement are for information only and shall be ignored in construing it.