

# Terms & Conditions

The following terms and conditions apply to all website, app development and design services provided by eventpowwow to the Client.

## 1. Acceptance

It is not necessary for any Client to have signed an acceptance of these terms and conditions for them to apply. If a Client accepts a quote then the Client will be deemed to have satisfied themselves as to the terms applying and have accepted these terms and conditions in full.

Please read these terms and conditions carefully. Any purchase or use of our services implies that you have read and accepted our terms and conditions.

## 2. Charges

Charges for services to be provided by eventpowwow are defined in the project quotation that the Client receives via e-mail. Quotations are valid for a period of 30 days. eventpowwow reserves the right to alter or decline to provide a quotation after expiry of the 30 days.

Unless agreed otherwise with the Client, all services require an advance payment dependant on the size of the project:

- a. Projects under £5,000 require a 50% advance payment and 50% on completion of the work.
- b. For projects over £5,000 a minimum of thirty three (33) percent of the project quotation total before the work is supplied to the Client for review. A second charge of thirty three (33) percent is required after the development stage, with the remaining thirty three (33) percent of the project quotation total due upon completion of the work, prior to upload to the server or release of materials.

Payment for services is due by bank transfer, payable to eventpowwow. Bank details will be made available on invoices.

## 3. Client Review

eventpowwow will provide the Client with an opportunity to review the appearance and content of the website during the design phase and once the overall website development is completed. At the completion of the project, such materials will be deemed to be accepted and approved unless the Client notifies eventpowwow otherwise within ten (10) days of the date the materials are made available to the Client.

#### 4. Turnaround Time and Content Control

eventpowwow will install and publicly post or supply the Client's website by the date specified in the project proposal, or at date agreed with Client upon eventpowwow receiving initial payment, unless a delay is specifically requested by the Client and agreed by eventpowwow.

In return, the Client agrees to delegate a single individual as a primary contact to aid eventpowwow with progressing the commission in a satisfactory and expedient manner.

During the project, eventpowwow will require the Client to provide website content; text, images, movies and sound files

#### 5. Failure to provide required website content:

eventpowwow is a small business, to remain efficient we must ensure that work we have programmed is carried out at the scheduled time. On occasions we may have to reject offers for other work and enquiries to ensure that your work is completed at the time arranged.

We therefore ask that you provide all the required information in advance. On any occasion where progress cannot be made with your website because we have not been given the required information in the agreed time frame, and we are delayed as result, we reserve the right to impose a surcharge of up to 25%.

If your project involves Search Engine Optimisation we need the text content for your site in advance so that the SEO can be planned and completed efficiently.

If you agree to provide us with the required information and subsequently fail to do within one week of project commencement we reserve the right to close the project and the balance remaining becomes payable immediately. Simply put, all the above condition says is do not give us the go ahead to start until you are ready to do so.

*NOTE: Text content should be delivered as a Microsoft Word, email (or similar) document with the pages in the supplied document representing the content of the relevant pages on your website. These pages should have the same titles as the agreed website pages. [Contact us](#) if you need clarification on this.*

If you are using our content management system you are able to keep your content up to date yourself.

#### 6. Payment

Invoices will be provided by eventpowwow upon completion but before publishing the live website. Invoices are normally sent via email; however, the Client may choose to receive hard copy invoices. Invoices are due upon receipt. Accounts that remain unpaid thirty (30) days after the date of the invoice will be assessed a service charge in the amount of the higher of one and one-half percent (1.5%) or £30 per month of the total amount due.

## **7. Additional Expenses**

Client agrees to reimburse eventpowwow for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography etc.

## **8. Web Browsers and Mobile App Functionality**

eventpowwow makes every effort to ensure websites and apps are designed to be viewed by most visitors. Websites are designed to work with the most popular current browsers (e.g. Firefox, Microsoft Edge, Google Chrome, etc.). Client agrees that eventpowwow cannot guarantee correct functionality with all browser software across different operating systems. The native apps have been developed to work with iOS and Android operating systems but we do not guarantee or future proof against future versions of the operating systems.

eventpowwow cannot accept responsibility for web pages or native app content which do not display acceptably in new versions of browsers or operating systems released after the website and apps have been developed and handed over to the Client. As such, eventpowwow reserves the right to quote for any work involved in changing the website or app design or code for it to work with updated browser software or operating system.

## **9. Default**

Accounts unpaid thirty (30) days after the date of invoice will be considered in default. If the Client in default maintains any information or files on eventpowwow Web space, eventpowwow will, at its discretion, remove all such material from its web space. eventpowwow is not responsible for any loss of data incurred due to the removal of the service. Removal of such material does not relieve the Client of the obligation to pay any outstanding charges assessed to the Client's account.

Cheques returned for insufficient funds will be assessed a return charge of £25 and the Client's account will immediately be considered to be in default until full payment is received. Clients with accounts in default agree to pay eventpowwow reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by eventpowwow in enforcing these Terms and Conditions.

## **10. Termination**

Termination of services by the Client must be requested in a written notice and will be effective on receipt of such notice. E-mail or telephone requests for termination of services will not be honoured until and unless confirmed in writing. The Client will be invoiced for work completed to the date of first notice of cancellation for payment in full within thirty (30) days.

## **11. Indemnity**

All eventpowwow services may be used for lawful purposes only. You agree to indemnify and hold eventpowwow harmless from any claims resulting from your use of our service that damages you or any other party.

## **12. Copyright**

The Client retains the copyright to data, files and graphic logos provided by the Client, and grants eventpowwow the rights to publish and use such material. The Client must obtain permission and rights to use any information or files that are copyrighted by a third party. The Client is further responsible for granting eventpowwow permission and rights for use of the same and agrees to indemnify and hold harmless eventpowwow from any and all claims resulting from the Client's negligence or inability to obtain proper copyright permissions. A contract for website design and/or placement shall be regarded as a guarantee by the Client to eventpowwow that all such permissions and authorities have been obtained. Evidence of permissions and authorities may be requested.

## **13. Standard Media Delivery**

Unless otherwise specified in the project quotation, this Agreement assumes that any text will be provided by the Client in electronic format (On a memory stick or via e-mail or FTP) and that all photographs and other graphics will be provided physically in high quality print suitable for scanning or electronically in .gif, .jpeg, .png or .tiff format. Although every reasonable attempt shall be made by eventpowwow to return to the Client any images or printed material provided for use in creation of the Client's website, such return cannot be guaranteed.

## **14. Design Credit**

A link to eventpowwow will appear in either small text or by a small graphic at the bottom of the Client's website. If a graphic is used, it will be designed to fit in with the overall site design. If a client requests that the design credit be removed, a nominal fee of 10% of the total development charges will be applied. When total development charges are less than £5000, a fixed fee of £500 will be applied. The Client also agrees that the website developed for the Client may be presented in eventpowwow portfolio.

## **15. Access Requirements**

If the Client's website is to be installed on a third-party server, eventpowwow must be granted temporary read/write access to the Client's storage directories which must be accessible via FTP. Depending on the specific nature of the project, other resources might also need to be configured on the server.

## **16. Post-Placement Alterations**

eventpowwow cannot accept responsibility for any alterations caused by a third party occurring to the Client's pages once installed. Such alterations include, but are not limited to additions, modifications or deletions.

## 17. Domain Names

eventpowwow may purchase domain names on behalf of the Client. Payment and renewal of those domain names is the responsibility of the Client. The loss, cancellation or otherwise of the domain brought about by none or late payment is not the responsibility of eventpowwow. The Client should keep a record of the due dates for payment to ensure that payment is received in good time.

## 18. General

These Terms and Conditions supersede all previous representations, understandings or agreements. The Client's acceptance of the quote and payment of an advance fee constitutes agreement to and acceptance of these Terms and Conditions. Payment online is an acceptance of our terms and conditions.

## 19. Social Media Management

Social Media Marketing and Management is defined as helping a client to promote their products or services through social media channels. eventpowwow will honour the components of your chosen social media package, providing an agreement to a minimum 3 months contract is served and monthly payments are received in advance. In the event that payment is not received on time, we regret that further work will be halted until this is rectified.

## 20. Governing Law

This Agreement shall be governed by English Law.

## 21. Liability

eventpowwow hereby excludes itself, its Employees and or Agents from all and any liability from:

- Loss or damage caused by any inaccuracy;
- Loss or damage caused by omission;
- Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the website;
- Loss or damage to clients' artwork/photos, supplied for the site. Immaterial whether the loss or damage results from negligence or otherwise.

The entire liability of eventpowwow to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

## 22. Severability

In the event any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the Agreement shall not be void for this reason alone. Such invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties underlying the invalid,

## WEB MARKETING & SEO TERMS

Please read these Web Marketing Terms carefully, as they set out our and your legal rights and obligations in relation to our web marketing services.

### 1. Definitions and interpretation

#### 1.1 In the Agreement:

“Affiliate” means a company, firm or individual that Controls, is Controlled by, or is under common Control with the relevant company, firm or individual;

“Agreement” means the agreement between the Company and the Customer incorporating these Web Marketing Terms and the Proposal, and any amendments to it from time to time;

“Business Day” means any week day, other than a bank or public holiday in England;

“Business Hours” means between 09:00 and 17:00 on a Business Day;

“Charges” means the amounts payable by the Customer to the Company under or in relation to the Agreement (including expenses), calculated in accordance with Clause 7;

“Company” means Works Digital Ltd. trading as eventpowwow having its office at 1 Castle Court, 1 Brewhouse Lane, London SW15 2JJ.

“Confidential Information” means:

- (a) any information supplied (whether supplied in writing, orally or otherwise) by one party to the other party marked as “confidential”, described as “confidential” or reasonably understood to be confidential;

“Control” means the legal power to control (directly or indirectly) the management of an entity (and “Controlled” will be construed accordingly);

“Customer” means the customer for services under the Agreement as specified in the Proposal;

“Effective Date” means the date when the Company sends to the Customer its written confirmation that the Agreement is agreed, following the Customer’s acceptance of the Proposal and these Web Marketing Terms.

“Force Majeure Event” means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of or problems with the internet or a part of the internet, hacker attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

“Rate” means the Company’s monthly fee as specified in the Proposal and as updated at any time after the end of the Minimum Term by the Company giving at least 30 days written notice of the update to the Customer;

“Intellectual Property Rights” means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and the “intellectual property rights” referred to above include copyright and related rights, moral rights, database rights, confidential information, trade secrets, know-how, business names, trade names, domain names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

“Minimum Term” means the period defined starting on the Effective Date;

“Personal Data” has the meaning given to it in the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council;

“Proposal” means the proposal document issued by the Company detailing the scope of the Services and other matters relating to the Agreement;

“Services” means marketing services relating to the Website, as detailed in Clause [3];

“Term” means the term of the Agreement;

“Website” means the website or websites specified in the Proposal; and

“Year” means a period of 365 days (or 366 days if there is a 29 February during the relevant period) starting on the Effective Date or on any anniversary of contract start date.

- 1.2 In the Agreement, a reference to a statute or statutory provision includes a reference to:
- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
  - (b) any subordinate legislation made under that statute or statutory provision.

1.3 The Clause headings do not affect the interpretation of the Agreement.

1.4 The ejusdem generis rule is not intended to be used in the interpretation of the Agreement; it follows that a general concept or category utilised in the Agreement will not be limited by any specific examples or instances utilised in relation to such a concept or category.

## **2. Term**

This agreement shall continue for the length of months specified in the contract (the “Minimum Term”) from the Effective Date.

It shall continue for the Minimum Term and thereafter shall automatically renew for further 12 month terms (the “Renewal Term”) on the anniversary of the Effective Date until one party gives the other party written notice to terminate in accordance with clause [13].

### **3. Services**

- 3.1 From contract start date, the Company will promote the Website; and promotion of the Website may include the provision of some or all of the following Services:
- (a) modification of the Website (including adding, deleting and/or altering text, images, pages, meta-tags, titles, mark-ups, style sheets, scripts, internal and external links and Website structure);
  - (b) paid and unpaid submission of the Website to search engines and directories;
  - (c) the creation and publication of material relating to the Website on other websites;
  - (d) drafting and issuing electronic press releases;
  - (e) link building;
  - (f) the arrangement of internet advertising including pay-per-click advertising, pay-per-view advertising, banner advertising, and other forms of paid internet advertising;
  - (g) the implementation and/or utilisation of affiliate marketing programmes;
  - (h) the management and operation of an email marketing programme; and/or
  - (i) other website promotion techniques whether known at the date of the Agreement or discovered or disseminated thereafter.
- 3.2 At regular monthly intervals during the Term, the Company will provide the Customer with written reports about the Services provided in relation to the Website.

### **4. Customer Responsibilities**

- 4.1 The Customer will provide to the Company:
- (a) the ability to access and make changes to the Website;
  - (b) assistance in determining appropriate keywords and keyword phrases which should be targeted using the Services;
  - (c) direct access to analytical data concerning the Website, such as data concerning referral sources, visitor activity, Website usage, conversion rates, and similar data; and
  - (d) all other co-operation, information and documentation reasonably required by the Company for the provision of the Services.
- 4.2 The Customer will be responsible for procuring any third party co-operation reasonably required for the provision of the Services.
- 4.3 The Customer will be responsible for obtaining suitable licences of third party software (such as email client software) which are required for the full use of the Services.

## 5. Legality

- 5.1 The Customer must not use the Website:
- (a) to host, store, send, relay or process any material; or
  - (b) for any purpose;  
which is unlawful, illegal, fraudulent, or which breaches any applicable laws, regulations or legally binding codes, or infringes any third party rights, or may give rise to any form of legal action against the Company or the Customer or any third party.
- 5.2 Without prejudice to the generality of Clause [10.1], the Customer warrants that any marketing list (including any email marketing list) provided by the Customer, or on behalf of the Customer, to the Company will have been collected and collated in accordance with all applicable laws and regulations, and that the use of any such list by the Company for the purposes of the Services [in accordance with the instructions of the Customer] will not:
- (a) breach any applicable laws (including the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council);
  - (b) infringe any third party's legal rights; or
  - (c) give rise to any cause of action whether against the Company, the Customer, or any other person.]
- 5.3 Where the Company reasonably suspects that there has been a breach of the provisions of this Clause [5], the Company may suspend any or all of the Services and/or the Customer's access to any or all Services while it investigates the matter.
- 5.4 Any breach by the Customer of this Clause [5] will be deemed to be a material breach of the Agreement.
- 5.5 The Customer hereby indemnifies and undertakes to keep indemnified the Company against any and all liabilities, damages, losses, expenses and costs (including legal expenses and amounts paid in settlement of any claim or legal action) arising, directly or indirectly, out of any breach [or alleged breach] by the Customer of this Clause [5].

## 6. Intellectual Property Rights

- 6.1 The Customer grants to the Company a non-exclusive licence to use the Website to the extent required for the Company to perform its obligations and exercise its rights under the Agreement.
- 6.2 All Intellectual Property Rights in any works arising in connection with the performance of the Services by the Company will be the property of the Company. Where the Company modifies the Website in the process of providing the Services, the Company hereby grants to the Customer a non-exclusive royalty-free licence to use such modifications in connection with the Website.

## 7. Charges and payment

- 7.1 The Customer will pay to the Company the Charges in respect of the Services, which will be equal to:
- (a) the monthly fee as outlined in the proposal; plus
  - (b) any expenses incurred by the Company in providing the Services (which expenses will be passed on at cost).
- 7.2 The Company will ensure that the Charges in respect of the Services provided in any period do not exceed the monthly fee as outlined in the Proposal in respect of that period.
- 7.3 The Company will issue invoices to the Customer in respect of Charges for the Services monthly in advance unless outlined otherwise in the contract terms.
- 7.4 The Customer will pay the Charges to the Company within 14 days of the date of issue of an invoice issued in accordance with Clause [7.3].
- 7.5 All Charges stated in or in relation to the Agreement are stated exclusive of VAT, unless the context requires otherwise.
- 7.6 Charges must be paid by direct debit, bank transfer or by cheque (using such payment details as are notified by the Company to the Customer from time to time).
- 7.7 If the Customer does not pay any amount properly due to the Company under or in connection with the Agreement, the Company may:
- (a) charge the Customer interest on the overdue amount at the current rate of statutory interest (which interest will accrue daily from the due date until the date of actual payment and be compounded quarterly); or
  - (b) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.8 The Company will:
- (a) collect and collate evidence of all expenses;
  - (b) retain such records and evidence during the Term and for a period of 3 month following the end of the Term; and
  - (c) supply such records and evidence to the Customer within 30 Business Days following receipt of a written request to do so.

## 8. Warranties

- 8.1 The Customer warrants to the Company that it has the legal right and authority to enter into and perform its obligations under the Agreement.
- 8.2 The Company warrants to the Customer:
- (a) that it has the legal right and authority to enter into and perform its obligations under the Agreement; and

(b) that it will perform its obligations under the Agreement with reasonable care and skill.

8.3 The Customer acknowledges that:

- (a) search engine algorithms will change from time-to-time, which may affect the Website's rankings in the search engine results pages, and the Company has no control over such changes;
- (b) it can take many months for the Services to have any significant effects upon the ranking of a Website in the search engine results pages;
- (c) website promotion is an ongoing task and, should the Customer terminate the Agreement and/or stop promoting the Website, that would be likely to have a negative impact upon the effects of the Services;
- (d) the Company will not be responsible for any alterations to the Website made by the Customer or any third party that reverse or effect changes made to the Website by the Company as part of the Services;
- (e) the promotion of the Website may lead to higher traffic levels and bandwidth requirements for the Website, and the Customer will be responsible for arranging and paying for such requirements; and
- (f) notwithstanding the Services, the Website's search engine results page rankings and traffic levels may decrease as well as increase.

8.4 The Company does not warrant that any particular results will be achieved through the Services. Where the Company indicates specific targets that it will attempt to meet through the provision of the Services, such targets are not warranted and a failure to meet such targets will not be a breach of the Agreement.

8.5 All of the parties liabilities and obligations in respect of the subject matter of the Agreement are expressly set out in the terms of the Agreement. To the maximum extent permitted by applicable law, no other terms concerning the subject matter of the Agreement will be implied into the Agreement or any related contract.

## **9. Limitations and exclusions of liability**

9.1 Nothing in the Agreement will:

- (a) limit or exclude the liability of a party for death or personal injury resulting from negligence;
- (b) limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;
- (c) limit any liability of a party in any way that is not permitted under applicable law; or
- (d) exclude any liability of a party that may not be excluded under applicable law.

9.2 The limitations and exclusions of liability set out in this Clause 9 and elsewhere in the Agreement:

- (a) are subject to Clause 9.1;

- (b) govern all liabilities arising under the Agreement or in relation to the subject matter of the Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty; and
  - (c) will limit and exclude the liability of the parties under the express indemnities set out the Agreement.
- 9.3 The Company will not be liable in respect of any loss of profits, income, revenue, use, production or anticipated savings.
  - 9.4 The Company will not be liable for any loss of business, contracts or commercial opportunities.
  - 9.5 The Company will not be liable for any loss of or damage to goodwill or reputation.
  - 9.6 The Company will not be liable in respect of any loss or corruption of any data, database or software.
  - 9.7 The Company will not be liable in respect of any special, indirect or consequential loss or damage.
  - 9.8 The Company will not be liable for any losses arising out of a Force Majeure Event.
  - 9.9 Each party's liability in relation to any event or series of related events will not exceed the greater of:
    - (a) £1000.00; and
    - (b) the total amount paid or (if greater) payable by the Customer to the Company under the Agreement during the 12 month period immediately preceding the event or events giving rise to the claim.
  - 9.10 Each party's aggregate liability under the Agreement will not exceed the greater of:
    - (a) £1000.00; and
    - (b) the total amount paid or (if greater) payable by the Customer to the Company under the Agreement.

## 10. Data protection

- 10.1 The Customer warrants that it has the legal right to disclose all Personal Data that it does in fact disclose to the Company under the Agreement, and that the processing of that Personal Data by the Company for the purposes of and in accordance with the terms of the Agreement will not breach any applicable laws (including the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council).
- 10.2 Where the Company provides services to the Customer as a data processor on their behalf, it will ensure that it complies with the specific requirements for data processors relating to the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council.
- 10.3 The Company warrants that:

- (a) it will act only on instructions from the Customer in relation to the processing of any Personal Data performed by the Company on behalf of the Customer; and
- (b) it has in place appropriate security measures (both technical and organisational) against unlawful or unauthorised processing of Personal Data and against loss or corruption of Personal Data processed by the Company on behalf of the Customer.

## 11. Confidentiality

- 11.1 Each party will keep confidential the Confidential Information of the other party, and will not disclose that Confidential Information except as expressly permitted by this Clause 11.
- 11.2 Each party will protect the confidentiality of the Confidential Information of the other party using at least reasonable security measures.
- 11.3 The Confidential Information of a party may be disclosed by the other party to its employees and professional advisers, provided that each recipient is legally bound to protect the confidentiality of the Confidential Information.
- 11.4 These obligations of confidentiality will not apply to Confidential Information that:
  - (a) has been published or is known to the public (other than as a result of a breach of the Agreement);
  - (b) is known to the receiving party, and can be shown by the receiving party to have been known to it, before disclosure by the other party; or
  - (c) is required to be disclosed by law, or by an order (binding upon the relevant party) of a competent governmental authority, regulatory body or stock exchange.

## 12. Publicity

We reserve the right to use the company name and website address in promotional material unless a written request for confidentiality is provided by the customer.

## 13. Termination

- 13.1 Either party may terminate the Agreement by giving at least 30 days written notice to the other party, after the Minimum Term. By providing written notice to the other party during the Renewal

Term either party may elect to terminate this Agreement upon (but not before) expiry of the Renewal Term. For the avoidance of doubt, parties are entitled to give written notice to terminate the agreement at any time within the Minimum Term or any subsequent Renewal Term, however termination will not occur until the end of the relevant Minimum Term or Renewal Term.

- 13.2 Either party may terminate the Agreement immediately by giving written notice to the other party if the other party:
  - (a) commits any material breach of any term of the Agreement, and:

- (i) the breach is not remediable; or
- (ii) the breach is remediable, but the other party fails to remedy the breach within 30 days of receipt of a written notice requiring it to do so; or
- (b) persistently breaches the terms of the Agreement.

13.3 Either party may terminate the Agreement immediately by giving written notice to the other party if:

- (a) the other party:
  - (i) is dissolved;
  - (ii) ceases to conduct all (or substantially all) of its business;
  - (iii) is or becomes unable to pay its debts as they fall due;
  - (iv) is or becomes insolvent or is declared insolvent; or
  - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Agreement);
- (d) (where that other party is an individual) that other party dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.

#### 14. Effects of termination

- 14.1 Upon termination all the provisions of the Agreement will cease to have effect, save that the following provisions of the Agreement will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses 1, 5.5, 7.7, 9, 11, 14 and 15.3 to 15.12.
- 14.2 Termination of the Agreement will not affect either party's accrued rights (including accrued rights to be paid) as at the date of termination.
- 14.3 If the Agreement is terminated under Clause 13.1, or by the Customer under Clause 13.2 or 13.3 (but not in any other case) the Customer will be entitled to a refund of any Charges paid by the Customer to the Company in respect of any Services which were to be performed after the date of effective termination, and will be released from any obligation to pay such Charges to the Company (such amount to be calculated by the Company using any reasonable methodology).
- 14.4 Save as provided in Clause 14.3, the Customer will not be entitled to any refund of Charges on termination, and will not be released from any obligation to pay Charges to the Company.

## 15. General

- 15.1 Any notice given under the Agreement must be in writing (whether or not described as “written notice” in the Agreement) and must be delivered personally, sent by pre-paid first class post or email, for the attention of the relevant person, and to the relevant address or email address given in the Proposal (or as notified by one party to the other in accordance with this Clause).
- 15.2 A notice will be deemed to have been received at the relevant time set out below (or where such time is not within Business Hours, when Business Hours next begin after the relevant time set out below):
- (a) where the notice is delivered personally, at the time of delivery;
  - (b) where the notice is sent by post, 48 hours after posting; and
  - (c) where the notice is sent by email, at the time of the transmission (providing the sending party retains written evidence of the transmission).
- 15.3 No breach of any provision of the Agreement will be waived except with the express written consent of the party not in breach.
- 15.4 If a Clause of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of the Agreement will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).
- 15.5 Nothing in the Agreement will constitute a partnership, agency relationship or contract of employment between the parties.
- 15.6 The Agreement may not be varied except by a written document signed by or on behalf of each of the parties.
- 15.7 The Company may freely assign their rights and obligations under the Agreement without the other party’s consent to any Affiliate of the assigning party or any successor to all or substantial part of the business of the assigning party from time to time. Save as expressly provided in this Clause or elsewhere in the Agreement, neither party may without the prior written consent of the other party assign, transfer, charge, and license or otherwise dispose of or deal in the Agreement or any rights or obligations under the Agreement.
- 15.8 The Company may subcontract any of its obligations under the Agreement to any third party.
- 15.9 Each party agrees to execute (and arrange for the execution of) any documents and do (and arrange for the doing of) any things reasonably within that party’s power, which are necessary to enable the parties to exercise their rights and fulfil their obligations under the Agreement.
- 15.10 The Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Agreement are not subject to the consent of any third party.

15.11 Subject to Clause 9.1:

- (a) the Agreement will constitute the entire agreement between the parties in relation to the subject matter of the Agreement, and supersedes all previous agreements, arrangements and understandings between the parties in respect of that subject matter;
- (b) neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into the Agreement; and
- (c) neither party will have any liability other than pursuant to the express terms of the Agreement.

15.12 The Agreement will be governed by and construed in accordance with the laws of England and Wales; and the courts of England will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Agreement.