

Standard Terms

These Standard Terms apply to the Services to be supplied by the Supplier to the Client as detailed in the Supplier Details to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1. Definitions and Interpretation

1.1. In this Agreement, the definitions set out in this clause 1 and in the Supplier Details shall have the meaning specified therein:

“Confidential Information” means the terms of this Agreement and any and all information, data (including personal data within the meaning of the General Data Protection Regulation), content and materials of a technical or business nature relating in any way to the trade secrets, operations, processes, plans, intentions, product information, prices, know-how, designs, customer lists, market opportunities, transactions, affairs and/or business of the parties and/or their customers, Suppliers, and group companies in or on any medium or format whether in writing or provided orally;

“Data Protection Law” means all applicable legislation protecting the fundamental rights and freedoms of individuals in relation to their personal data and right to privacy (including, but not limited to, the Data Protection Act 2018 and the GDPR) as amended and updated from time to time.

“GDPR” means the General Data Protection Regulation (2016/679) and ‘Articles’ refers to the articles of the GDPR. The terms **“personal data”**, **“data subject”**, **“processor”**, **“controller”**, **“processing”**, **“personal data breach”**, **“pseudonymisation”**, **“special categories of data”** and **“supervisory authority”** have the meanings set out in Article 4 of the GDPR.

“Intellectual Property” includes without limitation patents, trade marks, service marks, trade names, design rights (whether registered or unregistered), copyright and related rights, proprietary information rights including rights in computer software and websites, rights in databases, trade secrets, unpatented know-how and all other similar proprietary rights and applications, extensions and renewals for such rights as may exist anywhere in the world

“Client Material” means all documents, information, computer software, data, text, graphics, video, audio or other material or creative content (on any media) provided by the client to the Supplier, including all Client intellectual property; and

“Supplier Material” means all documents, information, software, data, text, graphics, audio or other material owned or created by the Supplier produced directly in connection with the provision of the Services and provided to or used by the Client.

1.2. In this Agreement:

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

1.2.2. a reference to any particular statute, regulation or law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it;

1.2.3. headings are for convenience only and are not intended to effect, define or limit the extent or interpretation of the Agreement or any provision hereof.

1.2.4. references to clauses and schedules are, unless otherwise provided, references to the clauses and schedules of this Agreement; and

1.2.5. the words “include”, “includes”, “including” and “such as” are to be construed as if they were immediately followed by the words “without limitation”.

- 1.3. In the event of any inconsistency between any of the provisions of this Agreement, the provisions of the Supplier Details shall take precedence over the Standard Terms.

2. Supplier's Obligations

- 2.1. The Supplier acknowledges and agrees that this Agreement was awarded to it on the condition that the Supplier shall be completely transparent in all matters relating to this Agreement including all financial transactions relating to or connected with it. For the avoidance of doubt financial transactions shall include any transactions entered into by the Supplier with the Client and/or any third parties. The Supplier further agrees and acknowledges that a breach of this clause 3.1 shall constitute a material breach of this Agreement.
- 2.2. The Supplier shall allocate suitable and sufficient personnel with appropriate levels of experience and skill to provide the Services.
- 2.3. The Supplier shall perform the Services in strict accordance with the terms of this Agreement. Any additional services that the Client requests and the Supplier agrees to provide shall become part of the Services and operate under the terms of this Agreement and any other terms agreed in writing between the parties (including payment of any additional fees and other remuneration to the Supplier).
- 2.4. The Supplier shall advise the Client as soon as reasonably practical in advance of any changes in schedules or work in progress previously the subject of written approval by the Client.
- 2.5. The Supplier shall keep in its care any Client Material entrusted to the Supplier by the Client. The Supplier shall mark or otherwise identify such Client Material as being the property of Client and shall be responsible for its safekeeping.
- 2.6. The Supplier shall not do or omit to do or permit to be done anything which is or could reasonably be construed as being detrimental to the name and/or reputation of the Client.
- 2.7. The Supplier shall, at all times, co-operate and provide reasonable assistance to the Client to enable the Client to meet its obligations under this Agreement.
- 2.8. The Supplier shall comply with any other Supplier Obligations set out in the Supplier Details.

3. Client's Obligations

- 3.1. The Client shall ensure that its personnel assigned to work with the Supplier are appropriately and reasonably skilled to carry out the tasks allocated to them and the Client shall ensure full co-operation and the prompt provision to the Supplier of all materials, information, briefings and assistance as may be reasonably required by the Supplier to enable performance of its obligations under this Agreement.
- 3.2. Where the Client requires the Supplier to access the Client's site or sites, the Client shall, at no charge to the Supplier, allow access to such site or sites and any relevant facilities and/or provide such reasonable assistance as the Supplier may require in order to fulfil its obligations hereunder at a time to be agreed by both parties.
- 3.3. The Client shall deliver to the Supplier, on a suitable medium as agreed by both parties any Client Material as reasonably required by the Supplier to fulfil its obligations under this Agreement.
- 3.4. The Client shall comply with any other Client Obligations set out in the Supplier Details.

4. Payment

- 4.1. The Client shall pay the Supplier Fees, any fees for additional services agreed between the parties pursuant to clause 3.3 upon completion of the services and no later than 30 days of receiving an invoice from the Supplier for the same.

- 4.2. The Supplier acknowledges and agrees that the Client reserves the right to withhold payment of any invoice or part of an invoice which is not in accordance with this Agreement. On receipt of any such invoice the Client shall notify the Supplier in writing within 14 days of the reason for such withholding and pay the undisputed part of such invoice in accordance with clause 4.1. If requested, the Supplier shall issue revised and separate invoices for the disputed part and the undisputed part. The outstanding amount will be paid within 30 days from the resolution date. The Client shall not be responsible for any delay in payment caused by incomplete or illegible invoices. The parties shall co-operate fully to ensure the prompt resolution of any disputes concerning invoices. The Client's failure to give notice under this clause in respect of any charges shall not prejudice the Client's ability to dispute that charge after it shall have been paid in accordance with this Agreement.
- 4.3. Subject to clause 4.2, each party shall pay all monies which are payable by it to the other without any right of set off, abatement or withholding in respect of monies which are due to it or alleged to be due to it from the other party.

5. Warranties

- 5.1. The Supplier warrants and represents to the Client that the Services will:
- 5.1.1. correspond in all material aspects with the terms of this Agreement and any additional specifications or descriptions provided by the Client;
 - 5.1.2. be performed by appropriately experienced personnel, with a high standard of skill, care and diligence.
- 5.2. In the event that the Supplier fails to perform the Services, or any of them, in accordance with this Agreement, and such failure is not caused by the Client, then the Client may elect, in addition to any other remedies that may be available to it either under this Agreement or otherwise, one or more of the following remedies:
- 5.2.1. the Client may require the Supplier, at its own cost, to remedy the fault or (at the Client's election) perform the Services afresh;
 - 5.2.2. after giving the Supplier a reasonable opportunity (of not less than 30 days) to remedy the default or perform the Services afresh, the Client may either remedy any fault or perform the Services afresh itself or have them remedied or performed by a third party on its behalf, and in either case, the Supplier shall pay the reasonable costs incurred by the Client; or
 - 5.2.3. the Client may withhold payment to the Supplier or recover as a sum of money due from the Supplier the Supplier Fees or any portion thereof that are allocable to the fault or non-performed Services.
- 5.3. Except as otherwise expressly provided for by this Agreement, all remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 5.4. The Supplier warrants that the use of the Services and/or Supplier Material shall not infringe the Intellectual Property Rights of any third party or create any liability under any applicable legislation in relation to the supply of the Services and the Supplier shall indemnify the Client against any claims, costs or damages in relation thereto.
- 5.5. Both parties warrant and represent to the other party that they have all requisite power and authority to enter into and perform this Agreement and the other documents referred to in it in accordance with their respective terms.

6. Audit

- 6.1. The Supplier shall keep full and proper records of account relating to this Agreement.

7. Insurance

- 7.1. The Supplier shall effect and maintain with reputable insurers all relevant insurance policies as may be required to cover the Supplier's obligations and liabilities under this Agreement including insurance against loss of or damage to the Client Material whilst in the Supplier's possession and professional indemnity insurance with a limit of not less than £1,000,000 (one million pounds) per annum.
- 7.2. Copies of all cover notes and insurance policy certificates are to be sent to the Client upon request.

8. Confidentiality

- 8.1. Except to the extent set out in this clause 8 (or where any use or disclosure is expressly permitted in this Agreement or otherwise in writing by the disclosing party), each party shall treat the Confidential Information of the other party as confidential and no party shall use the other party's Confidential Information for any purpose other than to perform its obligations under this Agreement.
- 8.2. Each party may disclose the other party's Confidential Information or any part of it to such of its employees, officers, agents, advisors or other representatives who have a reasonable need to know the same and who are subject to equivalent obligations of confidentiality.
- 8.3. The provisions of clause 8.1 shall not apply to such information which:
 - 8.3.1. is in or enters the public domain otherwise than by breach of this Agreement; or
 - 8.3.2. was demonstrably in the possession of the receiving party prior to disclosure; or
 - 8.3.3. is otherwise obtained by the receiving party from a third party who is free to disclose the same; or
 - 8.3.4. is required to be disclosed by law or governmental body, regulatory authority or court.
- 8.4. Each party agrees that all Confidential Information disclosed must be strictly safeguarded and protected from unauthorised use or unauthorised disclosure. Without prejudice to any other rights or remedies that either party may have, each party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of this clause 8 by the other party. Accordingly, the non-defaulting party shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of this clause 8. This clause 8 shall survive termination, howsoever arising.

9. Intellectual Property Rights

- 9.1. All Intellectual Property shall remain the sole and exclusive property of the owning party and no transfer of ownership or rights in any Intellectual Property is contemplated by this Agreement except where otherwise explicitly agreed in writing. The parties shall not make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership of the Intellectual Property of the other party.
- 9.2. Subject to the terms and conditions of this Agreement, each party hereby grants to the other a non-exclusive, non-transferable licence to use that party's Intellectual Property for the duration of this Agreement and to the extent necessary for the purpose of this Agreement. For the avoidance of doubt, neither party shall be permitted to use, process or otherwise deal with the Intellectual Property of the other party for any other purpose or after termination or expiry of this Agreement.
- 9.3. Any use of the Client Material or other Client Intellectual Property in relation to the Services shall be subject to the Client's prior approval. The Supplier shall ensure that its use of the Client Material and other Intellectual Property shall at all times comply with the form and manner of disposition as stated by the Client from time to time.

- 9.4. Both parties warrant that the Intellectual Property provided under this Agreement does not infringe the rights of any third party and each party shall indemnify the other against any and all damages, costs, claims and expenses reasonably incurred by the other party arising out of any dispute, contractual or tortious claim or proceeding by reason of its use of the other party's Intellectual Property infringing the Intellectual Property rights of any third party.

10. Liability and Indemnity

- 10.1. Subject to the remainder of this clause 10, the Supplier shall be liable for and shall fully indemnify the Client against all costs, claims, demands, damages, proceedings and expenses arising out of or in connection with any breach of contract, tort (including negligence), statutory duty, or any injury to any persons or loss of or damage to any data or property due to the act, default or negligence of the Supplier or his employees in consequence of the Supplier's obligations under this Agreement.
- 10.2. The Supplier's maximum aggregate liability under this Agreement will in no circumstances exceed a sum equivalent to £1,000,000 (one million pounds).
- 10.3. The Supplier shall not be liable for nor be required to indemnify the Client against any costs, claims or damages with respect to any injuries or damage to persons or property that result from any act, default or negligence on the part of the Client.
- 10.4. Nothing in this Agreement shall exclude or in any way restrict the liability of either party for fraud, death or personal injury resulting from its negligence or any other liability to the extent such liability cannot be excluded or limited by law.
- 10.5. Neither party shall be liable to the other for any indirect or consequential loss, loss of profits, revenue or business opportunity as a result of entering into this Agreement.

11. Termination

- 11.1. Either party may terminate this Agreement upon giving 3 months' written notice to the other party.
- 11.2. Either party may terminate this Agreement forthwith by written notice if the other party:
- 11.2.1. commits any material breach of this Agreement and fails to remedy such breach (if capable of remedy) within 30 days of receipt of a written notice from the other party identifying the breach; or
 - 11.2.2. is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation) or compounds with or convenes a meeting of its creditors or has a receiver, administrative receiver or administrator appointed over the whole or any part of its assets or if any circumstances arise which would entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order; or
 - 11.2.3. ceases or threatens to cease to carry out its business.
- 11.3. The Client shall be entitled to terminate this Agreement by written notice with immediate effect if the Supplier has committed a crime, or has become involved in a situation or activity which, in the reasonable opinion of the Client, has a negative effect on the reputation of the Client or any aspect of its business or which could expose the Client to disrepute or scandal.
- 11.4. The Client shall be entitled to suspend payment of the Supplier fees or terminate this Agreement subject to 3 months' notice in the event of any significant changes to the requirements of the Services.
- 11.5. The parties rights and responsibilities shall continue in full force during any notice period and whether or not there is a notice period, the Client shall pay to the Supplier all undisputed

sums in respect of work done and expenditure committed by the Supplier which are subject to the Client's written approval up to the date of termination of this Agreement.

12. Effects of Termination

- 12.1. Upon termination of this Agreement, the Supplier will give the Client its full co-operation in ensuring a smooth handover of the Services to any replacement contractor. The Client agrees to reimburse the Supplier for such assistance at the rates then prevailing for customers of the Supplier for the same or similar Services.
- 12.2. Upon termination of this Agreement, howsoever arising, or upon written request, the Supplier shall immediately or within no more than 5 days deliver up to the Client all documents, materials, content and Confidential Information provided by the Client or created or produced under this Agreement or, where requested, destroy any copies which are not readily deliverable (such as copies held on the hard disk of any computer) then in the Supplier's possession.
- 12.3. The Supplier shall provide written confirmation to the Client that the obligations under clause 12.2 have been undertaken and completed within 21 days of the date of termination or written request.
- 12.4. The termination of this Agreement for whatever reason shall not affect any provision of this Agreement which is implied or expressed to survive or operate in the event of the termination of this Agreement, including clauses 5 to 12 and clause 23, and shall not prejudice or affect the rights, remedies or liability of any party which may have accrued prior to the date of termination.

13. Entire Agreement

- 13.1. This Agreement and any documents referred to in it constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersede, cancel and replace all prior agreements, licences, negotiations and discussions between the parties relating to it. Each party confirms and acknowledges that it has not been induced to enter into this Agreement by, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) not expressly incorporated into it. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.

14. Assignment and other dealings prohibited

- 14.1. This Agreement is personal to the parties and no party shall, without the prior written consent of the other party (such consent not to be unreasonably conditioned, withheld or delayed), assign, transfer, sub-contract, mortgage, charge or deal in any other manner with this Agreement or any of its rights and obligations under or arising out of this Agreement (or any document referred to in it), or purport to do any of the same.
- 14.2. In the event that the Supplier is permitted to sub-contract any part of the Services or its obligations under this Agreement, the Supplier shall ensure that the service contract with the third party sub-contractor shall be made in accordance with the terms of this Agreement and the responsibility and accountability for the performance of the Services shall remain entirely with the Supplier.
- 14.3. Each party that has rights under this Agreement is acting on its own behalf and not for the benefit of another person.

15. Waiver

- 15.1. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. Failure or delay by either party to exercise or enforce any right or remedy under this Agreement shall not constitute a waiver of such right or remedy nor operate so as to prevent the exercise or enforcement of such right or remedy on any other occasion.

16. Severance

- 16.1. If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

17. Variation

- 17.1. No variation of this Agreement shall be valid unless it is in writing (excluding email) and signed by or on behalf of each of the parties.
- 17.2. The Client may request any amendment to, variation or cancellation of the Services and such requests shall be in writing and provide full details of the required amendments.
- 17.3. The Supplier shall respond to such request within 10 working days or such other period as the parties may agree, by submitting a quotation for the amended work to the Client for approval or rejection.
- 17.4. In the event of any such amendment or cancellation the Client will reimburse the Supplier for any charges or expenses incurred by the Supplier to which the Supplier is committed providing that the Supplier uses its best endeavours to keep to a minimum any costs or charges arising for which the Supplier can provide documentary evidence satisfactory to the Client.

18. No Legal Partnership or Agency

- 18.1. Except as expressly provided, nothing in this Agreement is intended to, or shall operate to, create a legal partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.

19. Counterparts

- 19.1. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the Agreement.

20. Third Party Rights

- 20.1. A person who is not a party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

21. Force Majeure

- 21.1. Subject to clauses 21.2 and 21.3, neither party shall be in breach of this Agreement if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control (a "**Force Majeure Event**") including, insofar as beyond such control but without prejudice to the generality of the foregoing expression, strikes of third party provider staff, lock-outs or other industrial disputes concerning third party provider staff, failure of or significant disruption to a utility service or transport network (including shipping), act of God, pandemic, epidemic, war, riot, civil commotion, malicious damage, volcanic ash, earthquake, explosion, terrorist act, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or global warming.
- 21.2. A party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:
- 21.2.1. it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;

- 21.2.2. it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
 - 21.2.3. it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.
- 21.3. Nothing in this clause 21 shall excuse a party for non-performance (or other breach) of this Agreement if such non-performance (or other breach) results from the acts or omissions of any of that party's consultants and/or sub-contractors (except where such acts or omissions are caused by any of the circumstances specifically listed in clause 21.1).
- 21.4. If the Force Majeure Event prevents, hinders or delays the affected party's performance of its obligations for a continuous period of more than 30 days, the party not affected by the Force Majeure Event may terminate this agreement by giving five days' written notice to the affected party.

22. Notice

- 22.1. Notice given under this Agreement shall be in writing, sent for the attention of the person signing this Agreement on behalf of the recipient party and to the address given on the front page of this Agreement (or such other address or person as the relevant party may notify to the other party) and shall be delivered:
- 22.1.1. personally, in which case the notice will be deemed to have been received at the time of delivery;
 - 22.1.2. by commercial courier, in which case the notice will be deemed to have been received on the date and at the time of signature of the courier's delivery receipt; or
 - 22.1.3. by email followed by recorded delivery or registered first-class post, in which case the notice will be deemed to have been received at 09:00 in the country of receipt on the second (2nd) normal working day in the country specified in the recipient's address for notices after the date of posting.
- 22.2. To prove service of notice, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.
- 22.3. The provisions of this clause 22 shall not apply to the service of any proceedings or other documents in any legal action.

23. Governing Law and Dispute Resolution Procedure

- 23.1. This Agreement and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of England and Wales.
- 23.2. Subject to the remainder of this clause 23, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with this Agreement or its subject matter.
- 23.3. In the event that any claim or dispute arises out of or in connection with this Agreement, the parties shall, following service of written notice by one party on the other, attempt to resolve amicably by way of good faith negotiations and discussions any such dispute or claim as soon as reasonably practicable (and in any event within 14 calendar days after such notice or by such later date as the parties may otherwise agree in writing). If the parties are unable to resolve the dispute or claim in accordance with this clause 23.3, either party may commence proceedings in accordance with clause 23.2.

23.4. Nothing in this clause 23 shall prevent either party from applying at any time to the court for injunctive relief on the grounds of infringement, or threatened infringement, of the other party's obligations of confidentiality contained in this Agreement or infringement, or threatened infringement, of the applicant's intellectual property rights.