

IAN CAMPBELL LTD - GENERAL TERMS AND CONDITIONS

1. Contract Period

1.1 This agreement shall commence on the date set out on the execution page of this agreement and continue until You have accepted the Website delivered by Us, or until earlier termination as provided for under the terms and conditions of this Agreement.

2. Fees and Additional Costs

2.1 The Fees cover the costs of those activities expressly set out in this agreement and expenses related thereto. We reserve the right to charge on a time and materials basis for any other work or services requested by you in addition to the work set out in the Services, and in respect of all work carried out by Us prior to termination of this agreement by either You or Us.

. 2.2 You agree that all invoices become due and payable within 30 days.

. 2.3 Late payment will incur interest at 3% over the base rate of Barclays Bank plc from the due date paid.

. 2.4 All prices are quoted exclusive of VAT.

. 2.5 All Fees are payable in accordance with the payment schedule in this agreement.

. 2.6 You specifically agree that any initial payments made by You are non-refundable in event of termination of this Agreement.

. 2.7 In the event that you delay delivery to Us of the Materials (as defined in clause 5.1), or sign off, of a particular milestone so that we are prevented from progressing development, We reserve the right to invoice You for the outstanding balance amount of the Fees, which will become due and payable on receipt.

2.8 In the event that You request Us to provide extra functionality or amend the look and feel of the Website ("Additional Services") outside of the agreed Services to be provided by Us, then We reserve the right to charge for such Additional Services at our normal hourly time and materials charges, as detailed in Section C.

2.9 We will not commence work on the project, until the initial invoice has been received as cleared funds.

2.10 After the initial payment any further project stages will be commenced upon issue of invoice.

2.11 We will not release any work to you or set any site live, until all outstanding payments have been paid to us in accordance with the contract.

3. Further Obligations

3.1 The parties shall co-operate in good faith with each other in the provision and acceptance of the Services and shall report to each other any suspected faults in the Services which either party may become aware of as soon as such suspected faults come to such party's attention. You shall be deemed to have accepted the Website 10 days after delivery of the Website to You. In the event that You bring to Our attention such material defects which require fixing during such 10 day period, then We shall have the right to fix those material defects within a reasonable time.

3.2 You shall not use the Services or any domain or user name as to impersonate any other entity or to infringe the rights of any other person, whether statutory or common law, in a trademark or name.

3.3 We shall use our reasonable endeavors to provide the Services within the timescales which may be agreed between us.

3.4 In the event that You require Us to integrate any third party item or service, then You undertake to ensure that the third party will provide such input and assistance as is necessary to enable the client to perform its obligations under this Agreement in a timely manner. You agree that any failure on behalf of the third party to do so will be a Force Majeure Event.

4. Credit and Publicity

4.1 You will have prior approval (not to be unreasonably withheld or delayed) of all publicity material produced by Us, which uses any of Your trademarks or logos and, subject to such approval, consent to such use. We will have prior approval of all publicity material produced by You relating to the Service, which such publicity material uses any of Our marks or logos, and, subject to such approval, consent to such use. Approval will be deemed to have been given by the relevant party if a request is supplied with a copy of the relevant material and the approving party does not object within 7 days.

5. Warranties

5.1 You warrant and undertake that any items made available to Us for the purposes of performing this agreement (the "Materials") shall not infringe the intellectual or like proprietary rights (together "IPRs") of any third party. To the extent that the storage, reproduction, broadcast or transmission of the Material or any messages or other communications to/from the website shall entitle third parties (including without limitation collecting societies such as Performing Right Society and the Mechanical Copyright Protection Society, and their equivalents in any part of the world) to any payments in relation to such storage, reproduction or transmission, such payments shall, as between You and Us, be borne by You.

5.2 We also warrant that the Work will be provided with all due reasonable care and skill and in a professional and timely manner. Notwithstanding this, You acknowledge and agree that it is technically impossible to provide the Services free of faults and that We do not undertake to do so, save that the Website shall materially function in accordance with the functional specification.

5.3 Except as set out expressly in this agreement, We make no representations, terms, conditions or warranties either express or implied, by statute or otherwise, in relation to the Works or the provision of the Services (or any other service provided under this agreement), including but not limited to implied warranties, conditions or other terms of completeness, accuracy, satisfactory quality and fitness for a particular purpose and that all such representations, terms, conditions and warranties are expressly excluded.

6. Exclusion and Limitations

6.1 You agree that We (save as provided by clause 9.1), shall not be liable in contract, tort, negligence, statutory duty or otherwise for either (i) any indirect, consequential or special loss or damage, or any loss of profit, business or goodwill, whatever arising from or in connection with this agreement, or (ii) direct loss or damage greater than the aggregate of all sums paid to Us under this agreement.

6.2 Nothing in the agreement shall exclude:

6.2.1 either party's liability for death or personal injury arising from that party's negligence or that its servants, agents or employees acting in the course of their duties; or

6.2.2 any other liability which it is prohibited by law.

7. Data Protection

7.1 You hereby warrant and undertake that, as regards any Personal Data as defined in the Data Protection Act 2018 ("the Act") which is or is to be stored or processed or dealt with in any way hereunder, You are and will continue to be the data controller (as defined in the Act) in respect of such Personal Data and You shall maintain notification in respect of the same under the Act and will at all times comply with the provisions of the Act insofar as they concern such data and the proper performance by Us of our obligations thereunder or of any additional services which We may provide at Your request shall not result in any offence being committed or liability arising to Us under the Act.

8. Intellectual Property Rights

8.1 You shall grant Us for the term of this agreement a royalty free licence to use, copy, modify, publish and otherwise deal with the Materials in the manner contemplated by this agreement.

8.2 We acknowledge that all IPRs in the Materials will remain Your property. Save to the extent of the client Items or the subject matter of third party licences, all IPRs in the Works shall vest in You upon Our receipt of all payments due and payable under this agreement and final acceptance of the website by You.

8.3 All the IPRs in the existing and new code and scripts and artwork used by Us in the production of the website will remain Our property. You shall not delete any copyright legends or other statements of ownership from any of the scripts in the website. We do not give any warranties in relation to the search engine scripts created by third parties and used in the provision of the Services.

8.4 If any third party software is used in the provision of the Services, then each party will be responsible for ensuring that

they have a licence to use such third party software as envisaged by this agreement.

8.5 Save as provided above the IPRs in the Materials will remain Your property.

9. Indemnity

9.1 We shall indemnify and keep You fully and effectively indemnified from and against all liabilities, costs and expenses (including reasonable legal costs and expenses) which is awarded against You by a Court of competent jurisdiction resulting from any claims or allegations brought by a third party that Our provision of the Services and the Works under this agreement infringes the IPRs of such third party: provided always that; (i) You give Us prompt notice of any such claim or allegation; and (ii) You make no admissions or statements in relation to any such claim or allegation and (iii) You grant Us control of the negotiations and/or settlement of any such claim or allegation and provide us with all reasonable assistance we may request of You in relation to such negotiation or settlement. In the event that We replace any item of Work or Services such that the same is no longer infringing, We shall have no further liability to You in respect of any related third party claim.

9.2 You shall indemnify and keep Us fully and effectively indemnified from and against all liabilities, costs and expenses (including reasonable legal costs and expenses) resulting from any claims or allegations brought by a third party that Our use of the Materials under this agreement infringes the IPRs of such third party.

10. Suspension and Termination by Us

10.1 Without prejudice to any of Our other rights, We shall have the right to immediately terminate this agreement and/or suspend or restrict the Services if:

10.1.1 You are suspected in Our reasonable opinion, of involvement with fraud or attempted fraud or any other criminal offence in connection with the use of the Services; or

10.1.2 You commit any breach of this agreement and, if it is capable of being remedied, fail to remedy such breach within 15 days from the date of the first notice specifying the nature of the breach; or

10.1.3 You become insolvent, cease to trade (or in a reasonable opinion of Us are likely to cease to trade) or have a liquidator, receiver, administrator or administrative receiver appointed or enter into any arrangement with Your creditors or are wound up otherwise than for the purpose of a solvent amalgamation or reconstruction where the resulting entity assumes all of Your obligations, or are unable to pay Your debts as they fall due within the meaning of section 123 of the Insolvency Act 1986, or are made bankrupt, or undergo a similar or analogous event in any jurisdiction; and We shall not be liable for any losses incurred by You as a result of such suspension, termination or restriction.

11. Termination by You

11.1 Without prejudice to any of Your other rights, You shall have the right to immediately terminate this agreement if:

. 11.1.1 We are involved with fraud or attempted fraud or any other criminal offence; or

. 11.1.2 We commit any breach of this agreement and, if it is capable of being remedied, fail to remedy such breach within 15 days from the date of the first notice specifying the nature of the breach from You;

11.1.3 We become insolvent, cease to trade (or in the reasonable opinion of You are likely to cease to trade) or have a liquidator, receiver, administrator or administrative receiver appointed or enter into any arrangement with Our creditors or are wound up otherwise than for the purpose of a solvent amalgamation or reconstruction where the resulting entity assumes all of Our obligations, or are unable to pay Our debts as they fall due within the meaning of section 123 of the Insolvency Act 1986 or are made bankrupt or undergo a similar analogous event in any jurisdiction; and You shall not be liable for any losses incurred by Us as a result of such termination.

12. Post Termination

12.1 After expiry or termination of this agreement for any reason:

12.1.1 Each party will on request by the other return or supply to the other all documents, disks and other material in its possession containing any confidential information of or copyright material of the other. We will (at Your option) either destroy or return the Materials;

12.1.2 Each party will immediately cease using the other's trademarks and (unless otherwise agreed) any intellectual property of the other save for ongoing general promotional purposes.

13. Force Majeure Neither party shall be liable for any breach of its obligations hereunder (other than the obligations to or pay money) and no right of termination shall arise where the breach results from causes beyond its control and the party concerned has acted and continues to act reasonably and prudently to prevent and to minimise the effect of such causes (a "Force Majeure Event").

14. Confidentiality

14.1 Each party will at all times keep confidential and will not disclose without prior written consent of the other any business, systems or other confidential information of the other party or use any such information other than for the purposes contemplated by this agreement (except that each party may disclose such information to those of its employees, agents and sub- contractors who need to know the same for such purpose and under conditions of confidentiality non-disclosure and non-use equivalent to those imposed on the parties by this clause).

14.2 These obligations of confidentiality non-disclosure and non-use do not apply to any information which is publicly available through no fault of the party disclosing or using information, or which was known to that party before receipt from the other party, or received from other source without obligation as to confidentiality, or which is required to be disclosed by law or regulating authority.

15. Entire Agreement

15.1 Neither of us has entered into this agreement on the basis of, or has relied on, any statement or representation (whether negligent or innocent) except those expressly contained in this agreement. This paragraph shall not apply to any statement or representation made fraudulently.

15.2 This agreement constitutes the entire understanding between the parties concerning the supply and use of the Services, and replaces, supersedes, and cancels all previous arrangements, understanding, representations or agreements relating thereto. These terms shall apply and prevail over any terms and conditions (whether conflicting or not) contained or referred to in any documentation submitted or provided by You.

16. No Partnership Nothing in this agreement shall create a partnership or joint venture between the parties and except as expressly provided in this agreement, no party shall enter into or have authority to enter into any engagement or to make any representation or warranty on behalf of or to pledge the credit of or otherwise to bind or oblige the other party.

17. Third Party Rights A person who is not a party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

18. Notices

Any notices required to be given under this agreement shall be in writing and shall be sent by first class registered post, recorded airmail, email, fax or by hand, at the address specified in this agreement.

19. Applicable Law

The construction, validity and performance of this agreement shall be governed by the laws of England and Wales and this agreement shall be subjected to the exclusive jurisdiction of the English courts.

20. Changes to this agreement

Any changes to this agreement shall be made in writing executed by the parties' duly authorised representatives.