



**Delivering Ambitious Digital Experiences**

## **Annertech Terms and Conditions**

---

12<sup>th</sup> January 2026

# 1 Definitions

In these Terms and Conditions the following words and phrases have the following meanings:

- **“Annertech”** or **“we”** means Annertech (UK) Ltd (company registration - NI684420) with registered offices at Finegan Gibson 2nd Floor Causeway Tower, 9 James Street South, Belfast, Northern Ireland, BT2 8DN.
- **“The Client”** means the individual, business, organisation or company identified in the Letter of Agreement.
- **“The Parties”** means Annertech and the Client.
- **“Terms and Conditions”** are Annertech’s standard terms and conditions as set out in this document.
- **“Agreement”** means the agreement between the Client and Annertech in respect of the provision of Services as set out in these Terms and Conditions and the Letter of Agreement.
- **“Confidential Information”**: all information, whether technical or commercial (including all finances, business, clients, specifications, drawings and designs, disclosed in writing, on disc, orally or by inspection of documents or during discussions between the parties), where the information is:
  - identified as confidential at the time of disclosure; or
  - ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.
- **“Letter of Agreement”** means a document signed by Annertech and the Client that describes the services to be provided by Annertech and sets out other specific agreed terms including but not limited to payment and timing for provisions of Services.
- **“Material(s)”** means all and any written articles, typescripts, proofs, reports, documents, graphic, design drawings, photographs, research, videos, audios, software, CD’s disks, or any other material of whatsoever nature produced by Annertech in accordance with the Agreement, and including the source code version of any electronic-form material.
- **“Normal Working Hours”** means Monday to Friday 9:00am to 5:30pm, excluding public holidays.
- **“Required Items”** such information, designs, access, products, documents or other pre-requisites required by Annertech from the Client as identified in the Letter of Agreement in order for Annertech to provide the Services to the Client.
- **“Services”** means the services to be provided to the Client by Annertech pursuant to these Terms and Conditions and the terms set out in the Letter of Agreement entered into by Annertech and the Client which is likely to include the production of Material(s).

In these Terms and Conditions:

- 1.1 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.2 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.3 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.5 A reference to **writing** or **written** includes fax and email.

## 2 Provision of Services

- 2.1 Annertech will provide Services to the Client in accordance with the Agreement. Whereas these Terms and Conditions are deemed to constitute Annertech's standard terms and conditions of business the Letter of Agreement includes terms and conditions personal to the Client and Annertech. In the event of a conflict between these Terms and Conditions and the Letter of Agreement the latter will prevail.
- 2.2 The Client acknowledges that the Services recommended or provided to the Client by Annertech are done so on the basis of information and/or specifications or requirements provided by the Client.
- 2.3 The Client shall immediately upon request provide Annertech with any Required Items and agrees that we will not be liable for any delay or failure to provide the Services caused by the Client's failure to provide any Required Items.
- 2.4 The Client shall be provided with and shall retain duplicate copies of all Materials and insure these against their accidental loss or damage. All Materials shall be at the sole risk of the Client from the time of delivery to the Client. The Client acknowledges that Annertech will retain original Materials for its own purposes including those set out at clause 8.4 below unless the provisions of clause 8.1 apply.

## 3 Commencement and Duration

- 3.1 Subject to the provisions of clause 2.3 above Annertech will start providing the Services to the Client on a date agreed and identified in the Letter of Agreement but for the avoidance of doubt no work will be undertaken by Annertech unless and until the Client signs the Letter of Agreement and in so doing agrees to adhere to these Terms and Conditions.
- 3.2 The estimated duration of the Services will be identified in the Letter of Agreement and in the event that the Parties have agreed interim payments, the various stages in respect of the Services and the duration of each stages, and timing of interim payments, will be set out either in the Letter of Agreement itself or as an addendum thereto.

## 4 Charges and Payments

- 4.1 The Letter of Agreement will specify the charges and related payment terms applicable to the Client in respect of the provision of Services, which may include interim payments.
- 4.2 Any Third Party Products shall be supplied in accordance with the relevant licensor's standard terms. The one-off licence fee for such Third Party Products will be included in the charges payable in the Letter of Agreement.
- 4.3 Any estimates and/or quotes provided by Annertech to the client shall be valid for a period of 60 days from the date specified on the quote/estimate and we reserve the right to review, and if appropriate amend any such quote/estimate if a Letter of Agreement has not been signed by the Client within that time limit.
- 4.4 Where corrections, additions and/or alterations are required and such corrections, additions and/or alterations fall outside the original estimate/quote given by Annertech, then we reserve the right to submit a revised estimate/quote that will require written agreement by the Parties before work can commence or continue.
- 4.5 Annertech reserves the right to revise any estimates and/ or quotes provided to the Client in order to compensate for any unanticipated 'rush' requests by the Client. In the event such unanticipated 'rush' requests by the Client, we reserve the right to charge two times our standard hourly rate for time that falls outside Normal Working Hours.
- 4.6 The Client shall pay Annertech without any deduction or counter-claim within 30 days of the date of our invoice, or in respect of any interim payment within ten working days of such payment becoming due.

## 5 Expenses

5.1 The Client agrees to reimburse Annertech for out-of-pocket expenses reasonably incurred by Staff in the proper provision of the Services. Any anticipated expenses will be specified in the Letter of Agreement but the Client acknowledges that there may be expenses properly incurred by Annertech in the provision of Services to the Client that were not reasonably foreseeable at the time of entering into the Agreement. Any such expenses must be detailed and justified in writing at/or prior to invoicing.

## 6 Client responsibilities

6.1 The Client acknowledges that Annertech's ability to provide the Services is dependent upon the full and timely cooperation of the Client (which the Client agrees to provide), as well as the accuracy and completeness of any information and data the Client provides to Annertech. Accordingly, the Client shall provide Annertech with access to, and use of, all information, data and documentation reasonably required by Annertech for the performance by Annertech of its obligations under this agreement.

6.2 The Client shall be responsible for the accuracy and completeness of the Materials provided.

## 7 Confidentiality

7.1 Each party undertakes that it shall not at any time during the continuance of the provision of Services by Annertech, and for a period of three (3) years after termination or expiry of this agreement, disclose to any person any Confidential information concerning the business, affairs, customers, clients, suppliers, trade secrets, technology or other know-how, finances, published or unpublished publications or any such information relating to any member of the group of companies to which the other party belongs, except as permitted by clause 7.2.

7.2 Each party may disclose the other party's Confidential Information:

- a. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this clause 7; and
- b. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

7.3 No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

## 8 Title, Copyright and Moral Rights

- 8.1 Any original Material generated by Annertech arising in connection with this agreement shall be and remain the property of Annertech until such time as all or part shall be transferred to the client upon written agreement of the Parties. Subject to receipt by Annertech of all sums due under this, or any other, agreement, Annertech hereby all grants the Client a non-exclusive royalty free licence of such Intellectual Property Rights. After written agreement has been received for the release of Material to the Client, all liabilities for that Material are transferred to the Client and the Client undertakes to indemnify Annertech against any and all actions, suits, proceedings, claims, demands, awards, costs and damages in respect of the transferred Material.
- 8.2 Any production of Material(s) by Annertech for the Client is protected by the Copyright Designs and Patents Act of 1988 ('the Act'), and any statutory modification or re-enactment thereof for the time being in force and the words, expressions and phrases defined in or assigned or having a meaning by or under the Act or any statutory modification or re-enactment shall have the same meaning where used herein. For the avoidance of doubt Annertech shall remain the owner of all intellectual property rights in the Material(s) unless such rights are specifically transferred to the Client in the Letter of Agreement and all sums due under this, or any other, agreement have been received.
- 8.3 Annertech reserves the right to refuse to publish any Material that is or is likely to be interpreted as infringing any applicable laws, regulations or third party rights (including material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing, blasphemous or in breach of any third party Intellectual Property Rights).
- 8.4 Annertech reserves the right to reproduce Material generated for the Client, under these Terms and Conditions in any form for marketing purposes, including, but not limited to, blogs, case studies and social media posts.
- 8.5 Annertech reserves the right to place an unobtrusive logo and link to their website on any work undertaken for publication on the Internet.
- 8.6 Annertech reserves the right to publish any software, programs or code developed on behalf of the client under a suitable Open Source license unless such right is specifically revoked in writing before development commences.
- 8.7 Annertech asserts that it may or may not hold copyright of software, programs or code used in the Services, but that it will hold an appropriate license for the use of such software, programs or code.

## 9 Warranties and indemnities

- 9.1 Annertech warrants that the Services will be performed using reasonable care and skill and, as far as reasonably possible, in accordance with the Agreement.
- 9.2 The Client hereby warrants that it will be fully responsible for all claims made, all trademarks, copyright materials and clearances supplied to Annertech throughout the provision of Services under the Agreement.
- 9.3 The Client indemnifies and will keep Annertech indemnified on a continuing basis against any and all actions, suits, proceedings, claims, demands, awards, costs and damages whatsoever arising as a result of any breach or alleged breach of the warranties and indemnities set out in this clause 9.
- 9.4 Nothing in this agreement shall operate to exclude or limit the Developer's liability for:
- a. death or personal injury caused by its negligence; or
  - b. any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
  - c. fraud; or
  - d. any other liability which cannot be excluded or limited under applicable law.
- 9.5 Annertech shall not be liable to the Client for any damage to software, damage to or loss of data, loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage, loss of reputation or loss of, damage to or corruption of data.
- 9.6 To the fullest extent permitted by law, Annertech shall not be liable to the Client by reason of any representation or warranty, condition or other term or any duty of common law, or under the express terms of this Agreement, for any consequential, special, incidental or punitive loss or damage (whether for loss of current or future profits, loss of enterprise value or otherwise) and whether occasioned by the negligence of the respective parties, their employees or agents or otherwise, even if advised of the possibility of such damages, except that this limitation shall not apply to damages directly or indirectly arising from personal injury or death caused by a party's negligence.
- 9.7 Notwithstanding the provisions of clause 9.5, the entire liability of Annertech under or in connection with the Agreement shall not exceed 50% of the total charges payable by the Client under the Agreement.
- 9.8 Should any actions, suits, proceedings, claims, demands, awards, costs and damages be brought against Annertech as a result of Material produced for the Client, under the Agreement, the Client hereby agrees to repay any losses we may suffer.
- 9.9 Annertech will not be liable to the Client or in breach of contract or otherwise for delays in performing, or fails to perform, any of its obligations to the Client, if that delay or failure was beyond our reasonable control.
- 9.10 Annertech will not be not be liable to the Client or in breach of contract or otherwise

for delays in performing, or if we fail to perform, any of our obligations to the Client, or if Annertech delivers Material late to the Client, if that delay failure and or later delivery was caused by the Client.

- 9.11 Where Annertech is indemnified by the Client under this Agreement, such indemnification) shall also apply for the benefit of Annertech's affiliates and the employees, officers, directors and agents of any of them, acting in such capacity.

## 10 People

10.1 Annertech will assign personnel who we consider appropriate to provide the Services. However, we may assign, reassign and substitute those personnel at any time.

10.2 You agree that for 24 (twenty-four) months after Term you won't try to persuade anyone who works for us delivering the Services to leave us, or offer or give them a job. This applies whether you're working alone, or with any other person or business. You also agree not to encourage or allow anyone else to do this. A fee of 20% of annual Annertech salary will be payable to Annertech should a member of the team, permanent or contract, join you within the above period, whether by any of the means mentioned above, or an open, external advertisement in the local, regional, national or online media.

## 11 Termination

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

- a. the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment;
- b. the other party commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- c. the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- d. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (**IA 1986**) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986
- e. the other party commences negotiations with all or any class of any of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for

the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- f. the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986
- g. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership);
- h. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
- i. the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- j. a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- k. the other party (being an individual) is the subject of a bankruptcy petition, application or order;
- l. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- m. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.1(d) to clause 10.1(l) (inclusive);
- n. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- o. the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy; or
- p. the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their own affairs or becomes a patient under any mental health legislation; or
- q. there is a change of control of the other; or
- r. any warranty given by the other party in clause 8 of this agreement is found to be untrue or misleading.

11.2 On termination of this agreement by Annertech under clause 9.1, all licences granted by Annertech under this agreement shall terminate immediately.

11.3 Upon termination of the Agreement for whatever reason:

- a. all monies owing to Annertech by the Client under the Agreement shall be paid by the Client forthwith;
- b. Annertech will not be held liable for any third party costs incurred;
- c. Annertech will promptly return all Materials to the Client.

11.4 Annertech reserves the right to terminate the Agreement with the Client for whatever reason on giving no less than 30 days written notice to the Client, and the Client shall be liable to Annertech for all costs and expenses incurred by us up to the date of termination.

11.5 In the event of Annertech taking the Client to court to recover any monies owed, the Client agrees to pay our legal fees incurred together with any interest and costs.

11.6 Clauses 7, 8, 9 and this clause 10 shall survive termination of the Agreement.

## 12 Miscellaneous

12.1 These Terms and Conditions constitute the entire agreement between the Parties and supersede any previous agreement or understanding whether oral or in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

12.2 No variations or amendments to the Terms and Conditions will be effective unless agreed in writing and signed by the Parties.

12.3 Any notice required or permitted to be given by either party to the other under the Terms and Conditions shall be in writing

- a. sent by email to the address of the other party specified in the Letter of Agreement
- b. delivered by hand or by pre-paid ordinary post or other next working day delivery service at its registered office or principal place of business, or such other address in England or Wales, as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

12.4 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12.5 If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Terms and Conditions. If any provision or part-provision of this agreement is deemed deleted under this clause, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

12.6 The Client will not hold responsible Annertech for loss or damage to the Client's property by third parties. Annertech reserves the right to amend or vary these Terms and Conditions at any time on giving the Client reasonable notice provided that such amendment or variation does not materially affect the nature or quality of the Services provided to the Client.

12.7 These Terms and Conditions shall be governed by and construed in all aspects in accordance with the laws of England.

12.8 Any dispute or difference of any kind whatsoever which arises or occurs between the Parties in relation to anything or matter arising under, out of or in connection with this agreement shall be referred to arbitration under the Arbitration Rules of the Chartered Institute of Arbitrators.