



Reach Digital & Data Group Ltd

Registered Office: First Floor, Osborne House, Harrogate, HG1 5QY, United Kingdom

Company No: 13188815

Standard Terms and Conditions

1. Parties

These Terms and Conditions ("Agreement") apply between Reach Digital & Data Group Ltd ("ReachDDG") and the client ("Customer") for the provision of cloud, data, digital or advisory services.

2. Scope of Services

ReachDDG will provide professional services, consultancy, or delivery assurance as described in the relevant Statement of Work or Service Definition. No hosting or software resale is included unless explicitly stated.

3. Fees and Payment

Fees will be set out in the proposal or order form. Invoices are issued monthly in arrears and payable within 30 days of receipt. All prices exclude VAT. Reasonable travel or subsistence expenses are rechargeable at cost, if pre-approved by the Customer. Late payments may incur interest at 2% above Lloyds Bank base rate.

4. Term and Termination

The Agreement continues until completion of the agreed services or until terminated by either party on 30 days' written notice. Either party may terminate immediately if the other materially breaches this Agreement and fails to remedy the breach within 14 days of written notice. Upon termination, the Customer shall pay for all work completed and reasonable disengagement costs.

5. Confidentiality

Both parties agree to treat all non-public information as confidential and to use it only for the purpose of fulfilling this Agreement.

6. Data Protection

Each party will comply with applicable data protection laws, including the UK GDPR and Data Protection Act 2018. ReachDDG acts as a data processor only when explicitly stated and will process personal data solely under written instruction.

7. Intellectual Property Rights

Pre-existing intellectual property remains the property of the originating party. New deliverables created by ReachDDG for the Customer under this Agreement shall be assigned



to the Customer upon full payment. ReachDDG retains the right to reuse non-confidential know-how and methodologies.

8. Warranties

ReachDDG warrants that services will be delivered with reasonable care and skill by appropriately qualified personnel. No other warranties, express or implied, are given.

9. Liability

ReachDDG's total aggregate liability arising from this Agreement shall not exceed the total fees paid under the relevant engagement. Neither party shall be liable for indirect or consequential loss, including loss of profit or data.

10. Staff Security and Conduct

All ReachDDG personnel engaged in delivery are BPSS cleared as standard. Additional vetting (e.g., SC/NPPV) can be arranged if contractually required.

11. Insurance

ReachDDG maintains appropriate professional indemnity, public liability, and employer's liability insurance.

12. Force Majeure

Neither party is liable for delay or failure caused by events beyond reasonable control, including acts of God, industrial action, or supplier failure.

13. Governing Law

This Agreement is governed by and construed in accordance with the laws of England and Wales. Disputes shall be subject to the exclusive jurisdiction of the English courts.

Signed for and on behalf of Reach Digital & Data Group Ltd

Signed: J Knott

Director: Jonathon Knott

Date: 01 March 2025