

Terms and Conditions Inspire BDM Ltd

Terms and Conditions of Supply of Marketing Services

Updated July 2023

Registered office: 3 Diamond Drive, Colne, Lancashire., BB8 0RE

Company No: 14470853

This contract and the enclosed terms of business represent the whole agreement between the parties and can only be varied by written agreement signed by each of us expressly referring to this contract.

Note: Additional conditions may apply for supply of websites and hosting. In addition to this, terms and conditions that may relate in specific cases to particular accounts or agreements as identified and agreed during the discovery phase will be itemised clearly within your Order Confirmation.

DEFINED TERMS:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business. Hours of Business 9am – 5.00pm.

Commencement Date: has the meaning given in Clause 1(b).

Conditions: these terms and conditions as amended from time to time in accordance with Clause 15(e)

Contract: the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Customer: the person or firm who purchases Services from the Supplier.

Customer Default: has the meaning set out in Clause 3(b).

Data Controller: has the meaning set out in section 1(1) of the Data Protection Act 1998.

Data Subject: an individual who is the subject of Personal Data.

Deliverables: the deliverables or the objectives and aims set out in the Order Confirmation produced by the Supplier for the Customer.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off [or unfair competition], rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order Confirmation: in the Customer's purchase order form, the Customer's written acceptance of a quotation by the Supplier, or overleaf, as the case may be.

Personal Data: has the meaning set out in section 1(1) of the Data Protection Act 1998 and relates only to personal data, or any part of such personal data, in respect of which the Customer is the Data Controller and in relation to which the Supplier is providing Services under the Contract.

Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Specification.

Specification: the description or specification of the Services provided in writing by the Supplier to the Customer.

Supplier: Inspire BDM Limited registered in England and Wales with company number 14470853

Supplier Materials: has the meaning set out in Clause 3(a)(vii).

INTERPRETATION:

A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

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.

A reference to writing or written includes email, fax or other.

1. BASIS OF CONTRACT

a) The Order Confirmation constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

b) The Order Confirmation shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).

c) Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

d) These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

e) Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of [20] Business Days from its date of issue.

2. SUPPLY OF SERVICES

a) The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.

b) The Supplier shall use all reasonable endeavors to meet any performance dates specified in The Schedule of Work within your Order Confirmation, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

c) The Supplier reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

d) The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

3. CUSTOMER'S OBLIGATIONS

The Customer shall:

- i) ensure that the terms of the Order Confirmation are complete and accurate;
- ii) co-operate with the Supplier in all reasonable matters relating to the Services;
- iii) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- iv) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- v) comply with all applicable laws, including health and safety laws;
- vi) keep all materials, equipment, documents and other property of the Supplier (Supplier Materials) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation;

4. BREACH OF OBLIGATIONS

If either party's ("affected party's") performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the other party or failure by the other party to perform any relevant obligation ("Defaulting party"):

- i) without limiting or affecting any other right or remedy available to it, the Affected Party shall have the right to suspend performance of its obligations until the Defaulting Party remedies the default, and to rely on the default to relieve it

from the performance of any of its obligations in each case to the extent the Defaulting Party prevents or delays the Affected Party's performance of any of its obligations;

ii) the Affected Party shall not be liable for any costs or losses sustained or incurred by the Defaulting Party arising directly or indirectly from the Affected Party's failure or delay to perform any of its obligations as set out in this Clause 4.

iii) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

5. CHARGES AND TERMS OF PAYMENT

a) All rates and fees as set out in the Order Confirmation are exclusive of VAT, which will be charged at the prevailing rate.

b) We reserve the right to review and modify fees periodically as service provision changes, however, no modified fees may be applied without prior written consent from the Customer, such consent not to be unreasonably withheld.

c) Reasonable travel expenses incurred during the management of your Contract will be charged at cost in addition to the above fees, and will be included within the Suppliers invoice alongside an itemised description. All costs will be agreed before they are incurred. Travelling time is not usually charged. Should the time cost for travel be substantial, special arrangements may be made and additional costs included.

i) Travel Expenses will be charged at £0.50 per mile

ii) Train travel will be booked at standard class rate and charged at cost. Proof of purchase will be available on request.

- iii) Accommodation and other costs incurred will be agreed in advance and recharged at cost. We will endeavour to find suitable accommodation at the lowest possible cost.
- d) You will be provided the details of your package and any optional charges within your Order Confirmation. These charges are reviewed periodically, and any changes will be notified to you in writing 28 days prior to implementation.
- e) Supplier invoices must be paid immediately upon receipt unless subject to credit terms as specified in your Order Confirmation.
- f) Invoices will be paid by you (without any deduction) by way of set-off or counter claim or otherwise as follows:
- g) Service initiation (setup) – immediately payable upon receipt of invoice or up to 14 days from date of invoice if credit terms are made available.
- h) On-going service management fees – immediately payable upon receipt of invoice or up to 14 days from date of invoice if credit terms are made available.
- i) For any services agreed to in writing by the Customer where a contractor or supplier requires payment before work commences, our invoice covering the same and including any additional agency fees shall be paid immediately before work commences.
- j) For software development projects we will issue invoices for stage payments of the total project cost and the payments to be made will be referred to as The Payment Schedule. The initial Project Mobilisation invoice is subject to immediate payment. Subsequent stage payments shall be payable up to 14 days from date of invoice.
- k) Exceptional out of pocket expenses will be charged at cost. These include air and rail fares, hotels and living expenses. Car travel will be charged at AA rates and agreed by the Customer and Supplier in advance.

l) Should the Supplier be responsible for paying advertising spend, all advertising costs will incur a handling charge of 2.5%. Payment must be made before commencement of advertising activities.

m) Graphic design costs are charged after each piece of work (or amendments) are completed. You will be provided an estimate of the number of hours and cost in advance, which you must agree in writing (by email) before the work can commence. Once you have paid for the design (in full), the IP will be transferred to you.

n) If our performance of any of our obligations under the contract is prevented or delayed by any act or omission by the Customer or failure by you to perform any relevant obligation (Customer Default):

i) without limiting or affecting any other right or remedy available to us, we shall have the right to suspend performance of all Services until you remedy the Customer Default, and to rely on the Customer Default to relieve us from the performance of any of our obligations in each case to the extent the Customer Default prevents or delays our performance of any of its obligations;

ii) we shall not be liable for any costs or losses sustained or incurred by you, arising directly or indirectly from the failure or delay to perform any of our obligations as set out in this Clause; and

iii) You shall reimburse us on written demand for any costs or losses sustained or incurred by us, arising directly or indirectly from the Customer Default

6. THIRD-PARTY TERMS

a) The Customer will indemnify the Supplier in full in respect of any third-party expenses suffered or incurred by the Supplier pursuant to written instructions and agreement authorised with the Customer. The Customer acknowledges that certain services may involve the licensing of third-party intellectual property

rights and that the Customer may from time to time be required to enter into a licence directly with such third-party. The Customer hereby acknowledges that certain services rely upon goods and/or services being provided by third-parties ('Third-Party Services').

b) The Customer acknowledges that the Third-Party Services will be governed by that third-parties' terms and conditions and that the Supplier cannot provide any warranties in respect of the Third-Party's Services and will not be liable to the Customer for any delays and/or failings in respect of the same. Providers of Third-Party Services may provide their own warranties to the Customer and the Customer must satisfy itself whether or not such warranties (where given) are acceptable for the Customer's business purposes or risk management policies.

c) Third-party media expenses may be incurred as part of a marketing mix, planned and agreed before contracts are signed and itemised within your Order Confirmation. These third-party expenses include, but are not limited to; influencer fees, photography, design services etc.

d) All third-party supplier costs incurred are subject to a 10% agency fee. Costs and budget will be pre-agreed by both parties. Supplier will invoice for all third-party costs in advance of the project and will hold funds in a dedicated account for the lifetime of the account. Any remaining funds retained on completion of the Contract will be reimbursed to the Customer.

e) The Customer may be charged for other third-party tools. These include but are not limited to; call tracking, reporting, ad management tools etc. All specialised third-party tools required above those used for daily management will be itemised within your Order Confirmation and agreed in advance.

f) A deposit equivalent to a month's fee is required to cover the cost of all other third-party charges. No credit terms are available for third-party fees and a handling charge will normally be applied.

g) All third-party software systems and utilities including any Open Source products such as Magento or WordPress, etc., used to provide your solution remain the property of their respective owners and creators and as such are

subject to their own licensing and intellectual property terms & conditions to which you must fully agree.

h) All third-party Ad Spend will be subject to a 2.5% handling fee. This will be itemised within your Order Confirmation.

7. CREDIT INSURANCE

We reserve the right to take out insurance against perceived credit risks and all our clients must be acceptable to our insurers. In the event of our insurers revising or withdrawing the normal insurance cover in respect of you, we may revise our terms of payment and may require payment in advance.

8. OVERDUE ACCOUNTS

a) If payment of invoices is not made when due, we reserve the right to charge late payment fees on overdue amounts, these fees are calculated at the following banded rates. These fees will accrue daily from the due date until payment is made:

For invoices up to £1,000 ex VAT – £3.30 per day

For invoices from £1,001 up to £2,500 ex VAT – £6.85 per day

For invoices from £2,501 up to £5,000 ex VAT – £13.70 per day

For invoices from £5,001 up to £10,000 ex VAT – £27.40 per day

For invoices above £10,000 ex VAT – 5% per day

b) If payment of invoices is not made when due and within 14 days of notification of late payment, we reserve the right to terminate or suspend performance of the Services provided under this Contract, at our absolute discretion. This includes suspension and locking of all third party supplier accounts within our control until full payment is made and an on-going payment plan is agreed. If the payment plan is not adhered to, then we reserve the right to terminate your account(s) and/or the hosting of your website. We will also undertake legal proceedings to recover any outstanding debts.

c) We reserve the right to retain all work, materials, account login details, intellectual property and any other items in our possession relating to any matter until all invoices are paid in full.

d) Any queries in respect of an invoice must be raised within 7 days of the date of the invoice. After this date it will be deemed that the invoice has been accepted by you.

9. CHANGES, DELAYS AND/OR CANCELLATION OF AGREED PROJECTS

a) In the event of change or cancellation due in no fault of the Supplier, we reserve the right to charge you for all costs of complying with your request, which may include our expenses, production costs, cancellation fees, and our fees in respect of such plans, schedules and any work-in-progress.

b) In cases where the cancellation was not due to any fault on the part of the supplier (for example where you changed your mind); we also reserve the right to charge you for our time in preparation of audits, proposals, invoices and meetings that were incurred prior to the cancellation date.

c) In the event of any project being delayed by more than two full billable months, during which no work takes place due to no fault of the Supplier, the Supplier reserves the right to continue charging at 50% of the full monthly invoice amount, up to a maximum of four consecutive months. The project end date will be

extended by the same number of months as the project is delayed by the Customer. The other 50% of the full monthly invoice amounts will then be charged during the months the project has been extended. If the project does not restart after four months we reserve the rights to retain all payments made to the supplier and you may lose your banked days.

10. INTELLECTUAL PROPERTY (INCLUDING COPYRIGHT) AND USE OF LOGOS/CUSTOMER DETAILS IN MARKETING MATERIALS OR CASE STUDIES

a) Existing Pay Per Click accounts will be linked to our software these will remain your property. However, any new campaigns or restructuring of the account will remain our property until the end of the contract and full payment is received. You can then take back the ownership of the account and run the account in-house; alternatively, you can opt for us to continue the management of the account.

b) New PPC accounts will be set up in our software and will remain the property of the Supplier. At the end of the project you can end the contract or opt for us to continue the management of the account. Subsequently, ownership of the account will be transferred to you if you provide us one month's notice that you wish to terminate the contract.

c) The intellectual property rights (including, where appropriate, copyright and design rights) in all works created or commissioned by us and used under this agreement shall be vested in us until full payment is made. The IP will then pass to you in full except where identified in the following sub-clauses.

d) Any Content Management System (CMS) software developed by us remains the property of the Supplier, but you are granted unlimited and unrestricted lifetime use of the system.

e) Where Software development, CMS configuration and customisation are undertaken, and all other such work carried out under this contract becomes

wholly-owned by you on receipt of full payment for the work done. This includes but is not limited to designs, images, content, etc.

f) We reserve the rights to use your logo in our marketing material, PR, website or portfolio; unless we have agreed a mutual NDA. For any websites that we build we will include a link back to our site with a link identifying that we have designed or developed the site. We will request separate permission to include your results in our case studies. We will provide a copy of any text or results for you to approve prior to publishing. If preferred, we are happy to present case studies results anonymously. Where relevant we will provide an online link back to your site, so you can get the SEO benefit from our site authority.

11. PERFORMANCE GUARANTEES

a) The Supplier warrants that it will carry out its obligations as set out in the accepted Order Confirmation.

b) Please note that we cannot guarantee any improvement in the performance of your PPC (or other paid advertising), due to many variables including your website and its ability to convert and competitor activity, amongst many, which may also affect the Cost per Click and/or the performance of your campaign. We cannot accept responsibility for any variation in the performance of your website due to seasonality, competitor activity, design and usability and other marketing conditions outside our control.

c) Whilst we cannot guarantee any specific improvement of rankings or traffic, from organic search traffic we do use techniques in line with industry best practice as approved and/or advise by Google.

d) It must be understood that we have no control over future algorithm or policy changes by Google or other search engines, but we do undertake various checks and techniques to try to ensure that the risk of a future penalty is minimised. It is essential that you inform us of any link building or digital advertising that you may

carry out independently; as these may carry risks of a manual penalty if the source of the link is from a site that is known for using spam techniques or accepting payments for links.

e) The performance of an SEO project relies on you (or your developer) implementing any technical recommendations and/or uploading new optimised content within a timely manner (typically 2-4 weeks). Any delay in carrying out these tasks may seriously impact the effectiveness of a project and could even result in drops in rankings e.g. if duplicate content or spam links are not removed.

Delays may also hold up later phases of the project. In such cases when you or your developer have held up the progress of a project; you will continue to receive monthly invoices at 50% of the total amount of the agreed schedule. If required, the days will be banked and used at a later stage of the project i.e. once all the changes have been made. In addition, the total number of months by which the project is delayed will be added to the end of the contract, with the final 50% of the invoice charged.

f) For PR and/or social media projects; the timing and placement of your content on third-party and media sites cannot be guaranteed. Therefore, the performance of the project will be judged against the agreed plan of activities to create and place content, (as well as our knowledge of the journalists and influencers in each sector).

g) We will provide estimates of the likely hit rate from the planned activities and then report on the actual amount of content placed and the engagement with the published content (regarding audience reach, social shares, click throughs and traffic to your site, links generated etc.).

12. LEGAL LIABILITY

a) You shall be responsible for checking any material submitted by us to you for approval. You shall approve such material or notify us if any such material is false or misleading or is in any way contrary to law or any applicable UK regulation or law. If no approval or notification is given by you within any reasonably required time limit (in the absence of a specified time limit within a reasonable time) following submission of any material in connection with this clause that material shall be deemed to have been approved by you in connection with this clause.

b) We shall not be liable for any delay in or omission of publication, transmission or any error in any advertisement in the absence of any serious default or neglect on our part.

c) You shall indemnify us in respect of all costs, damages, or other charges falling upon us as a result of any legal action or threatened legal action brought against us arising from the publication of any promotion or advertising campaign prepared for you by us and approved or deemed approved by you before publication.

d) We shall not be liable for any costs, loss or damage arising from our failure to fulfil our obligations where failure results from circumstances wholly or in part beyond our control including, for example, inclement weather, industrial action, power failure, etc. We advise you to take out appropriate insurance cover when necessary.

e) Nothing in the contract shall limit or exclude our liability for:

i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

ii) fraud or fraudulent misrepresentation; or

iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

f) Subject to the above, we shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the contract for:

i) loss of profits;

ii) loss of sales or business;

iii) loss of agreements or contracts;

iv) loss of anticipated savings;

v) loss of use or corruption of software, data or information;

vi) loss of or damage to goodwill; and

vii) any indirect or consequential loss.

g) Subject to Clause 9(e), our total liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the contract shall not exceed of the total charges paid under the contract.

h) The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the contract.

i) This Clause 12 shall survive termination of the contract.

13. DURATION AND TERMINATION

a) This project or engagement will run for the full duration agreed at the outset, i.e. in our Order Confirmation document. Between signing the Order Confirmation and prior to starting work on the project, either party may terminate the contract for any reason upon 1 months' notice except where this duration is modified and mutually agreed (see clause 5 above).

b) Unless otherwise specified in the Order Confirmation, if you request to terminate this contract prior to its full contracted duration, the full contract cost including all setup costs and contracted monthly fees and notice period will become payable immediately. In this circumstance all pre-agreed discounts will be lost.

c) Without affecting any other right or remedy available to the other party, either party may terminate this contract with immediate effect on giving written notice to the other party if:

i) either party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), have a receiver, administrator, administrative receiver, manager, trustee or similar officer appointed over any of its assets or ceasing to carry on business;

ii) either party suspends or threatens to suspend, cease or threaten to cease, to carry on all or a substantial part of their business;

iii) either party is in material breach of any of the terms of this Customer contract and, in the case of a breach capable of remedy either party fails to remedy such breach within 14 days of written notice from the other party requiring remedy of such breach.

d) All clauses which expressly or by implication have effect after termination shall continue in full force and effect.

e) Without prejudice to any other rights we may have, we shall on termination be entitled to turn off and take down any website which we may be hosting for you as part of the services which we supply to you.

f) Ownership of all supplier accounts, including PPC and Hosting, will remain the property of us until the project, service or engagement is terminated and all monies owed are paid in full.

g) Without affecting any other right or remedy available to us, we may terminate the contract with immediate effect by giving written notice if you fail to pay any amount due under the contract on the due date for payment or if there is a change of Control of your business.

14. DATA PROTECTION

a) Data Protection Laws are applicable and binding on the Customer, the Supplier and/or the Services. The relevant Laws in the United Kingdom are:

i) the Data Protection Act 2018 and any laws or regulations implementing Directive 95/46/EC (Data Protection Directive); and/or

ii) the General Data Protection Regulations (EU) 2016/679 which came into force on 25 May 2018, and/or any corresponding or equivalent national laws or regulations which subsequently come into force.

b) The Customer and the Supplier acknowledge that for the purposes of the Data Protection Act 2018, the Customer is the Data Controller and the Supplier is the data processor in respect of any Personal Data.

c) The Supplier shall process the Personal Data only in accordance with the Customer's instructions and shall not process the Personal Data for any purposes other than those expressly authorised by the Customer.

- d) The Customer is solely responsible for ensuring that all data has been collected, controlled and processed in accordance with any and all data protection laws enforceable in the region in which they operate.
- e) The Supplier shall take reasonable steps to ensure the reliability of all its systems and employees who have access to the Personal Data.
- f) Each party warrants to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.
- g) The Supplier warrants that, having regard to the state of technological development and the costs of implementing any measures, it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to: #
- (1) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
- (2) take reasonable steps to ensure compliance with those measures.
- h) Each party agrees to indemnify and keep indemnified and defend at its own expense the other party against all costs, claims, damages or expenses incurred by the other party or for which the other party may become liable due to any failure by the first party or its employees or agents to comply with any of its obligations under this clause.
- i) The Customer acknowledges that The Supplier is reliant on the Customer for direction as to the extent to which the Supplier is entitled to use and process the Personal Data. Consequently, the Supplier will not be liable for any claim brought by a Data Subject arising from any action or omission by the Supplier, to the extent that such action or omission resulted directly from the Customer's instructions.

j) The Supplier may authorise a third-party (subcontractor) to process the Personal Data provided that the subcontractor's contract:

i) is on terms which are substantially the same as those set out in the Contract;
and

ii) terminates automatically on termination of the Contract for any reason.

iii) Appropriate measures have been made by the Contractor to protect any and all identifiable data.

k) You shall ensure that any mailing list, database or other Personal Data supplied to us by you shall comply with all legislation in force from time to time including without limitation the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003. You shall ensure that such mailing list, database or other Personal Data shall include only data which may be used (in accordance with all relevant legislation) for the purpose for which such mailing list, database or other Personal Data has been supplied.

l) You shall indemnify us in full against any claim that the passing to us or our use of any mailing list, database or other Personal Data supplied by you in accordance with clause 12(a) above is in breach of any legislation in force from time to time.

m) The Customer shall notify the Supplier and all other parties of a breach of data of any kind within 24 hours of the breach occurring. The Supplier will in all cases notify all Customers and suppliers of any breach of data within 24 hours.

n) The Customer shall agree to be bound by the separate Privacy Policy of the Supplier which is available from the Supplier here:

<https://inspirebdm.co.uk/privacy/>

15. CONFIDENTIALITY

a) Both parties shall keep in strict confidence all ideas, concepts which are proposed in connection with our engagement or project together with all technical or commercial know-how, specifications, processes or initiatives which are of a confidential nature and which either party has disclosed to each other, and any other confidential information concerning either party's business or services.

b) Nothing in this agreement shall affect either party's right to use as they see fit any general marketing or advertising intelligence which is gained in the course of the engagement or project.

16. NON SOLICITATION

You agree that you will not either on your own account or in association with any other person, firm, company or organisation or otherwise and whether directly or indirectly solicit or entice away or attempt to solicit or entice away any employee of ours who has worked on any project or service delivery for you in the previous 12 months.

17. CHOICE OF LAW AND JURISDICTION

The construction and performance of this agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales to resolve any disputes between them.

18. GENERAL

a) Force majeure: If a party is obstructed in performing any of its obligations by an event outside its reasonable control, then performance to the extent obstructed is suspended for so long as the obstruction continues. If performance has been suspended for more than 7 days, either party may terminate the Contract by immediate written notice without prejudice.

b) Waiver: Failure to enforce any of these terms is not a waiver of a party's rights and shall not prejudice its rights to take action in respect of the same or any later breach.

c) Severability: Any part of a Term which is wholly or partially void, invalid, or unenforceable shall be severed from the remainder (which remains enforceable).

d) Notices: Any notice to be given by either party to the other shall be in writing, may be sent by recorded delivery, and shall be deemed served 2 days after posting.

e) Variation: Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).