

Reflect Digital Standard Terms of Business

Definitions and Interpretation

I. In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

"Acceptance Tests"	the tests to be performed by the Client in order to confirm acceptance of the Services;
"Agreement"	the relevant Statement of Work or email agreement of Small Works, together with these standard terms of business;
"Business Day"	a day (excluding Saturdays and Sundays) on which banks generally are open in the UK;
"Client"	the client as set out in the relevant Statement of Work;
"Client Data"	means all data and content owned and/or licensed by the Client which are made available to the Contractor for the purpose of provision of the Services;
"Commencement Date"	means the date this Agreement was made;
"Confidential Information"	all business, technical, financial or other information created or exchanged between the parties in the course of this Agreement and the Services (whether or not marked as "confidential") including the content of this Agreement, the existence and content of the Statement of Work and Services, any client or potential client lists, contracts, strategies and business operations, whether provided before or after the date of this Agreement;
"Contractor"	the Reflect Digital entity or multiple entities providing services to the Client as set out in the signed and returned Reflect Digital Statement of Work;
"Completion Milestone"	the date by which a part or all of the Works is to be completed, as set out in a Statement of Work;
"Completion Milestone Payment"	the sums payable for the Works as set out in a Payment and Price Schedule contained within the Statement of Work.
"Data Protection Legislation"	means 1) unless and until EU Regulation 2016/679 General Data Protection Regulation ("GDPR") is no longer directly applicable in the UK, the GDPR, the Data Protection Act 2018 and any national implementing laws, regulations, and secondary legislation (as amended from time to time), in the UK and subsequently 2) and any legislation which succeeds the GDPR;
"Delivery Programme"	the timetable for the performance and delivery of Services;
"Digital Solution"	a website, web-based software, mobile app, or other digital product produced by the Contractor under this Agreement;
"Final Acceptance Form"	a form provided by the Contractor and signed by the Client at the end of the performance of a Statement of Work indicating a Client's full and final satisfaction with the Service being delivered;
"Intellectual Property Rights"	any and all patents, trademarks, rights in domain names, rights in designs, copyrights and database rights (whether registered or not and any applications to register or rights to apply for registration of any of the foregoing) rights in Confidential Information and all other intellectual property rights of a similar or corresponding character which may subsist now or in the future in any part of the world;
"Payment Schedule"	the specific dates or associated milestones in a Delivery Programme, agreed in a Statement of Work, where payments for a Service are due to be made. Where no Payment Schedule is included in a Statement of Work the schedule is as follows: For work under £10,000 payment is due on acceptance, for work over £10,000, 50% of the Price is due at the start of the Service delivery and 50% at the end of the Service delivery;
"Price"	the sums to be paid by the Client to the Contractor, in accordance with the Payment Schedule, in consideration of the Services supplied under this Agreement and detailed in an agreed Statement of Work;
"Project Documentation"	additional documentation agreed by both parties and appended to a Statement of Work to further clarify the Service being

	delivered;
“Production Environment”	an environment where a Digital Solution is accessed by general users, including but not limited to, the public or internal users outside of the project team. Otherwise considered a ‘live’ environment;
“Sales Documentation”	any sales documents proposals, quotes, emails, discussions or agreements (whether in verbal, written or electronic form) provided by the Contractor to the Client, or discussed between the parties, during the sales process before the preparation of a Statement of Work;
“Service”	all services documented in a Statement of Work and performed and delivered under this Agreement;
“Statement of Work”	a contractual document which outlines a Service (including the associated Delivery Programme, Price and Payment Schedule) that the Client requests the Contractor performs under this Agreement (which in the case of Small Works agreed by email or other correspondence, shall mean the relevant correspondence);
“Small Works”	a Service with a Price lower than £10,000 (ex VAT) that can be agreed via email between the Client and the Contractor without the need for a Statement of Work;
“Terms of Payment”	the terms of payment of invoices raised from the Contractor to the Client for the Price for the provision of a Service detailed in the relevant Statement of Work or other Payment Schedule and payable within 15 days of being received by the Client;
“Third Party Software”	any software provided by the Contractor as part of the Services, or incorporated into the Digital Solution, which is owned by a third party;
“Unique Client Ideas”	any innovative, inventive or unique processes, software or ideas developed by or on behalf of the Client during the performance and delivery of Services;
“Unique Contractor Ideas”	any processes, software or ideas developed by the Contractor before or during the performance and delivery of Services, which are not specific to the Services or which pre-exist performance and delivery of the Services being delivered to the Client.

II. In this Agreement unless otherwise specified:

- (i) reference to a subsidiary or holding company is to be construed in accordance with the Companies Act 2006 section 1159;
- (ii) reference to a party is reference to a party to this Agreement and includes its permitted assignees and the successors in title to substantially the whole of its undertaking;
- (iii) reference to a person includes any person, individual, company, firm, corporation, government, state or agency of a state, or any undertaking whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists;
- (iv) reference to a statute or statutory instrument or any of its provisions is to be construed as a reference to that statute or statutory instrument or such provision as from time to time amended or re-enacted;
- (v) words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- (vi) references to recitals, clauses, paragraphs or schedules are to recitals, clauses and paragraphs of and schedules to this Agreement;
- (vii) 'control' is to be construed in accordance with the Corporation Taxes Act 2010 section 1124 and 'controlling' and 'controlled' shall be construed accordingly; and
- (viii) 'includes' and 'including' shall mean includes and including without limitation;
- (ix) Statements of Work form part of the operative provisions of this Agreement and references to this Agreement shall, unless the context otherwise requires, include references to the recitals and the Statements of Work appended to this Agreement from time to time;
- (x) the index to and the headings in this Agreement are for information only and shall be ignored in construing the Agreement.
- (xi) in the event of a conflict between the terms of this Agreement and the details set out in a Statement of Work, this Agreement shall prevail.

Supply of Services

1. Framework Agreement
 - 1.1. This Agreement is intended to operate as a framework for the ongoing delivery of Services and applies to Services requested by the Client and provided by the Contractor.
 - 1.2. Service delivery will not commence until a Statement of Work is delivered by the Contractor and signed by the Client.
 - 1.3. The Statement of Work will always take precedence over Sales Documentation and the Services detailed in the Statement of Work and associated Project Documentation shall be the final and undisputed Service to be delivered. . In the event of a conflict between the terms of a Statement of Work and these Standard Terms of Business, the Statement of Work shall prevail.
 - 1.4. Statements of Work will be created by the Contractor in conjunction with the Client.
 - 1.5. The Client will be required to agree to the Statement of Work. The Client acknowledges this will require a reasonable understanding of the Services being proposed.
 - 1.6. The Client acknowledges additional Project Documentation may be required to fully define the work to be completed within the Statement of Work and understands that the Price, Payment Schedule and Delivery Programme of a Statement of Work may vary by mutual agreement of both parties.
 - 1.7. The Contractor is under no obligation to provide training, documentation or developer notes for any Services supplied under this Agreement unless this is included in the applicable Statement of Work.
 - 1.8. For the convenience of the parties, Small Works can be agreed via email which will be considered as a Statement of Work. For an agreement of Small Works to be valid the Contractor must provide a statement of the Services to be delivered and a Price, and the Client must accept those services.
2. Principal Duties of Contractor
 - 2.1. In consideration of the payment by the Client of the Price of any Services and subject to the terms and conditions of this Agreement, the Contractor shall from the Commencement Date carry out on behalf of the Client and, as the case may be, advise, assist or provide the Client with Services as detailed in Statements of Work agreed on from time to time.
 - 2.2. The Contractor undertakes to provide the Services in accordance with this Agreement and the agreed Statements of Work on or before the dates set out in the Delivery Programme and on the terms and conditions set out in this Agreement.
3. Principal Duties of the Client
 - 3.1. Make all payments as defined in the Payment Schedule in a Statement of Work, via electronic payment, to the bank account details supplied by the Contractor from time to time.
 - 3.2. If required, provide adequate resources and information to enable the Contractor to create Project Documentation to deliver and clarify Services defined in the Statement of Work.
4. Statements of Work
 - 4.1. Each Statement of Work shall be agreed in the following manner:
 - 4.1.1. the Client shall ask the Contractor to provide any or all of the Services and provide the Contractor with as much information as the Contractor reasonably requests in order to prepare a draft Statement of Work for the Services requested;
 - 4.1.2. following receipt of the information requested from the Client the Contractor shall, as soon as reasonably practicable either:
 - 4.1.2.1. inform the Client that it declines to provide the requested Services; or
 - 4.1.2.2. provide the Client with a draft Statement of Work.
 - 4.1.3. if the Contractor provides the Client with a draft Statement of Work pursuant to Clause 4.1.2.1), the Contractor and the Client shall discuss and agree that draft Statement of Work; and
 - 4.1.4. both parties shall sign the draft Statement of Work when it is agreed;
 - 4.2. Unless otherwise agreed, the consideration shall be set out in the Payment Schedule and Price section of the Statement of Work. .
 - 4.3. Once a Statement of Work has been agreed and signed in accordance with Clause 4.1.4, no amendment shall be made to it except in accordance with Clause 5 (Variations).
 - 4.4. Each Statement of Work shall be part of this Agreement and shall not form a separate contract to it.
5. Variations
 - 5.1. The Client may at any time request variations to a Statement of Work or Delivery Programme by written notice to the Contractor.
 - 5.2. Within a reasonable timeframe of receipt of a request for variation the Contractor shall indicate by notice in writing to the Client whether it can perform the requested variation, together with the effect of the variation on the Price, Payment Schedule and the Delivery Programme. It is recognised by the parties that a variation may result in either an increase or decrease in the Price, and changes to the Statement of Work, Delivery Programme and Payment Schedule.

- 5.3. If the Contractor gives written notice to the Client agreeing to perform the variation on terms different to those already agreed between the parties, the Client shall, within five (5) Business Days of the date of the Contractor's written notice, inform by written notice to the Contractor whether or not it wishes the variation to proceed. If the Client elects for the variation to proceed it shall issue an order for the variation to proceed. The corresponding Statement of Work shall be amended so as to include the variation and such terms and thereafter the Contractor shall perform the Services upon the basis of such amended Statement of Work.
- 5.4. The Contractor reserves the right to reject variations to the agreed Statement of Work due to material changes, feasibility or availability of resources, unless such variation is required by law.
6. Acceptance of Services
 - 6.1. If a Statement of Work contains Acceptance Tests:
 - 6.1.1. During the performance of the Services, at the dates prescribed in the Delivery Programme, the Client agrees to perform, within a reasonable timeframe, those Acceptance Tests included in Statement of Work.
 - 6.1.2. If the Client considers the Acceptance Tests have passed they agree to provide this in writing to the Contractor, furthermore the Client agrees to make any payment due in the Payment Schedule.
 - 6.1.3. If the Client considers that the Service has failed to pass the Acceptance Tests, it shall specify to the Contractor why it considers that the Service has failed. Upon receipt of this notice the Contractor shall determine the causes for the failure and advise the Client, and make the changes to the Services necessary to ensure that it will pass the Acceptance Tests and perform in accordance with the Statements of Work. Following the making of any such changes the Client shall repeat or procure the repetition of such Acceptance Tests as are necessary on the same terms as set out above.
 - 6.1.4. If any part of the Services is not successfully completed following three (3) Acceptance Tests due to the Contractor's inability to correct its failure, the Client may either continue to perform further Acceptance Tests on the further changes made by the Contractor to the Services as applicable, or without prejudice to its other rights or remedies, terminate the Service being provided within the Statement of Work, on written notice to the Contractor.
 - 6.1.5. The Client agrees that at the end of the Delivery Programme a final Acceptance Test will be performed, and once passed by the Client, the Service has been delivered in full.
 - 6.1.6. If the Service being delivered in a Statement of Work is a Digital Solution:
 - 6.1.6.1. the Client agrees not to use any Digital Solution in a Production Environment until the final Acceptance Test has been signed and the Price payable to final acceptance has been paid in full.
 - 6.1.6.2. Once the Final Acceptance Form is signed then the Contractor will provide warranty for a total of thirty (30) days for the Digital Solution and will correct any errors or failures in the Digital Solution within such warranty period. After thirty (30) days the Contractor has no further responsibility for or obligation to resolve any issues with this Digital Solution under the related Statement of Work.
 - 6.1.7. Sign-off of any Acceptance Tests will not be unreasonably withheld.
 - 6.2. When, in the opinion of the Contractor, the Service has been delivered in accordance with the Statement of Work the Contractor will provide a Final Acceptance Form to the Client for signature. If, in the opinion of the Client, the Service has been delivered in accordance with the Statement of Work, the Client agrees to sign the Final Acceptance Form, which signature will confirm that they are fully satisfied with the performance of the Service and, if according to the Payment Schedule, a payment is due, to make any such payments to the Contractor under Clause 8. Neither party will unreasonably delay or withhold the provision or signature of the Final Acceptance Form. If the Client fails to sign the Final Acceptance Form without valid reason, or if the reason for withholding relates to non-material issues only, then the relevant payment will fall due fourteen (14) days after provision of the Final Acceptance Form to the Client.
7. Licencing
 - 7.1. The Client acknowledges that a Digital Solution provided by the Contractor may use licenses from third parties and that this Third Party Software is provided on a non-exclusive basis and subject to the Client accepting any licence and end user agreements.
 - 7.2. Where Third Party Software is open source, the Client is entitled to use this Third Party Software under the most current and applicable public licence, and the Contractor warrants that the Client's use of the Service in accordance with the terms of this agreement will not infringe such licences.
 - 7.3. Unless explicitly documented in the Statement of Work, the costs for any upfront or ongoing license fees or fees of third-party services are not included within the Price of a Statement of Work.
8. Price and Payment of Services
 - 8.1. In consideration of performance of the Contractor's duties under this Agreement for Services provided under the agreed Statement of Work, the Client shall make payments to the Contractor according to the Payment Schedule and Terms of Payment.
 - 8.2. Each Payment under clause 8.1 of this Agreement marks the Client's acceptance of the correlating Completion Milestone.
 - 8.3. Failure to make any payment required under clause 8.1 of this Agreement, without prejudice to any other rights afforded to the Contractor under this Agreement, will result in a suspension of work to any further Completion Milestones.

- 8.4. Any Services delivered under this Agreement are divisible. In the event that there is no Delivery Schedule, the Service performed either in accordance with the Payment Schedule or in each month during the duration of the Agreement shall be invoiced separately.
 - 8.5. Unless otherwise agreed in writing, the Contractor will not begin or continue any subsequent work towards any Completion Milestone until completed Milestones have been Accepted and Payment has been made.
 - 8.6. The Price in a Statement of Work only includes those Services documented, and excludes
 - 8.6.1. any assumptions of related activities or effort, unless such activities or effort constitute Incidental Services and VAT; and
 - 8.6.2. subject to and in accordance with the terms of this Agreement, all reasonable and properly documented incidental expenses, including travel expenses, and third-party costs, such as software licence fees , content or stock photography, in each case incurred in connection with the delivery of the Services.
 - 8.6.3.
 - 8.7. The Contractor shall be entitled to recover from the Client its reasonable incidental expenses for materials used during delivery of Services and for third party goods and services, subject to prior approval of the Client. Mileage is charged at 45 pence per mile.
9. Intellectual Property Rights
- 9.1. Excluding the Unique Contractor Ideas, the Contractor hereby assigns (by way of present and future assignment) with full title all rights, title and interest (including all Intellectual Property Rights) any deliverables produced by the Contractor in the course of the delivery of the Service, to the Client with full title guarantee (whether presently existing or to be created in the future) ("**Assigned IPR**").
 - 9.2. The Contractor hereby grants to the Client a perpetual, royalty-free, world-wide, non-exclusive assignable licence to use the Unique Contractor Ideas and any other Intellectual Property Rights in deliverables of the Service not assigned to the Client under clause 8.1 for the purposes of the Service and to the extent required for the Client to fully access, exploit, use and enjoy the benefits of the Service whether during or after the termination or expiry of this Agreement.
 - 9.3. No rights shall transfer to the Client from the Contractor as described under clause 8 until the Price has been paid in full for the respective element of the Service subject to the transfer of rights under this clause 8, in accordance with the Terms of Payment.
10. Warranties
- 10.1. The Contractor warrants and represents to the Client that:
 - 10.1.1. all works created by it in the course of delivery of the Service will, unless otherwise stated in this Agreement, be original work and not subject to any intellectual property or other rights of any third party (or are subject to appropriate licence to use such works);
 - 10.1.2. all Services provided by the Contractor to the Client shall be provided (i) in a timely and orderly fashion by skilled and experienced personnel (ii) with all due care and skill (iii) in accordance with the professional standards current in the digital industry (iv) in accordance with all applicable laws and regulations.
 - 10.2. Save as expressly set out in this Agreement all representations, warranties, terms and conditions, whether oral or written, express or implied by law, custom, statute or otherwise and including but not limited to satisfactory quality or fitness for any particular purpose are excluded, save for the statutorily implied terms as to title or as expressly agreed under the Statement of Work.
11. Confidentiality
- 11.1. During the term of this Agreement and after its termination or expiration for any reason, the following obligations shall apply to the party disclosing Confidential Information (the "**Disclosing Party**") to the other party (the "**Receiving Party**").
 - 11.2. The Receiving Party:
 - 11.2.1. may not use any Confidential Information for any purpose other than the performance of its obligations under this Agreement;
 - 11.2.2. may not disclose any Confidential Information to any person outside its organisation except with the prior written consent of the Disclosing Party; and
 - 11.2.3. shall make every effort to prevent the unauthorised use or disclosure of the Confidential Information by itself, the members of its organisation, its contractors or any third party involved by it in the provision of the Services.
 - 11.3. The obligations of confidence referred to in all provisions of this clause shall not apply to any Confidential Information that:
 - 11.3.1. is in the possession of and is at the free disposal of the Receiving Party or is published or is otherwise in the public domain prior to the receipt of such Confidential Information or other information by the Receiving Party;
 - 11.3.2. is or becomes publicly available on a non-confidential basis through no fault of the Receiving Party;
 - 11.3.3. is required to be disclosed by any applicable law or regulation;
 - 11.3.4. is received in good faith by the Receiving Party from a third party who, on reasonable enquiry by the Receiving Party claims to have no obligations of confidence to the Disclosing Party to this Agreement in respect thereof and who imposes no obligations of confidence upon the Receiving Party.

- 11.4. Without prejudice to any other rights or remedies the Disclosing Party may have, the Receiving Party acknowledges and agrees that in the event of breach of this clause the Disclosing Party shall, without proof of special damage, be entitled to seek an injunction or other equitable remedy for any threatened or actual breach of the provisions of this clause in addition to any damages or other remedies to which it may be entitled.
 - 11.5. The obligations of the parties under all provisions of this clause 10 shall survive the expiry or the termination of this Agreement for whatever reason.
12. Client Data
 - 12.1. As between the parties, the Client is to be treated as the owner of the Client Data and the Contractor acknowledges that all Client Data is the property of the Client. All Intellectual Property Rights in or to the Client Data shall vest in the Client unconditionally and immediately on their creation.
 - 12.2. The Contractor shall keep all Client Data logically segregated from all other data (including the Contractor's own data and the data of any other customer of the Contractor).
 - 12.3. The Contractor shall not disclose any Client Data to any third party without the prior written consent of the Client. The Contractor shall not use any Client Data to solicit any business for any of the Contractor's products or services, or for any purpose other than performance of its obligations under this Agreement.
13. Data Protection
 - 13.1. All personal data that the Contractor may use will be collected, processed, and held in accordance with the provisions of Data Protection Legislation.
 - 13.2. For complete details of the Contractors collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Clients rights and how to exercise them, and personal data sharing (where applicable), Refer to the Contractors Privacy Notice found here: <https://www.reflectdigital.co.uk/privacy-policy>
14. Data Processing
 - 14.1. In this Clause 13 and in the Agreement, "personal data", "data subject", "data controller", "data processor", and "personal data breach" shall have the meaning defined under relevant Data Protection legislation.
 - 14.2. Both Parties shall comply with all applicable data protection requirements set out in the Data Protection Legislation. This Clause 13 and the Agreement shall not relieve either Party of any obligations set out in the Data Protection Legislation and does not remove or replace any of those obligations.
 - 14.3. For the purposes of the Data Protection Legislation and for this Clause 13 and the Agreement, the Client is the "Data Controller" and the Contractor is the "Data Processor".
 - 14.4. The type(s) of personal data, the scope, nature and purpose of the processing, and the duration of the processing shall be set out in the Statement of Work.
 - 14.5. The Data Controller shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Data Processor for the purposes described in the Agreement or Statement of Work.
 - 14.6. The Data Processor shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under this Agreement:
 - 14.6.1. Process the personal data only on the written instructions of the Data Controller unless the Data Processor is otherwise required to process such personal data by law. The Data Processor shall promptly notify the Data Controller of such processing unless prohibited from doing so by law.
 - 14.6.2. Ensure that it has in place suitable technical and organisational measures to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures.
 - 14.6.3. Ensure that any and all staff with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential; and
 - 14.6.4. Not transfer any personal data outside of the European Economic Area without the prior written consent of the Data Controller and only if the following conditions are satisfied:
 - 14.6.4.1. The Data Controller and/or the Data Processor has/have provided suitable safeguards for the transfer of personal data;
 - 14.6.4.2. Affected data subjects have enforceable rights and effective legal remedies;
 - 14.6.4.3. The Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and
 - 14.6.4.4. The Data Processor complies with all reasonable instructions given in advance by the Data Controller with respect to the processing of the personal data.
 - 14.6.5. Assist the Data Controller at the Data Controller's cost, in responding to any and all requests from data subjects in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office);
 - 14.6.6. Notify the Data Controller without undue delay of a personal data breach;
 - 14.6.7. Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Agreement and to allow for audits by the Data Controller and/or any party designated by the Data Controller.
 - 14.6.8. The Data Processor shall not sub-contract any of its obligations to a sub-processor with respect to the processing of personal data under this Agreement without the prior written consent of the Data Controller (such consent not to be unreasonably withheld). In the event that the Data

Processor appoints a sub-processor, the Data Processor shall:

- 14.6.9. Enter into a written agreement with the sub-processor, which shall impose upon the sub-processor the same obligations as are imposed upon the Data Processor by this Agreement and which shall permit both the Data Processor and the Data Controller to enforce those obligations; and
- 14.6.10. Ensure that the sub-processor complies fully with its obligations under that agreement and the Data Protection Legislation.

15. Liability

- 15.1. Notwithstanding any other provision in this Agreement, neither party limits or excludes its liability for:
 - 15.1.1. death or injury resulting from its own negligence or that of its employees, agents or sub-contractors;
 - 15.1.2. fraud or fraudulent misrepresentation;
 - 15.1.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - 15.1.4. under clauses 8 or 10; or
 - 15.1.5. any other liability which cannot be limited or excluded by applicable law.
- 15.2. Subject to clauses 15.1 and 15.3, each party's entire aggregate liability to the other party in respect of any breach of its contractual obligations, any breach of warranty, any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement shall be limited to the Price for the Statement of Work related to the source of the breach.
- 15.3. Neither party shall be liable to the other party for any indirect or consequential loss the other party may suffer, even if the loss is reasonably foreseeable or the liable party has been advised of the possibility of the other party incurring it.
- 15.4. The Contractor shall not be liable for a loss of internet traffic or broken links or incorrect redirection of old URLs to new URLs during deployment, launch or migration of a Digital Solution, although the Contractor agrees to use reasonable endeavours to ensure any migration minimises impact to the performance of the Digital Solution.
- 15.5. The Contractor undertakes and agrees to take out adequate insurance cover with an insurance office of repute to cover its liability in respect of the full performance of all of its duties and obligations under this agreement and in particular, but without prejudice to the generality of the foregoing, the liability accepted by it under the provisions of this clause 15. If requested by the Client, the Contractor agrees to produce a copy of an insurance policy satisfactory to the Client together with evidence of the validity of the policy satisfactory to the Client within thirty (30) days of the Commencement Date of this Agreement.
- 15.6. Except as set out in this Agreement or Statement of Work, the Contractor gives no warranty, express or implied, in connection with the Service as to fitness for purpose, quality, non-infringement or merchantability.

16. Term

- 16.1. This Agreement will come into effect on the Commencement Date and shall continue until terminated by either party.

17. Termination

- 17.1. A party (the **"Initiating Party"**) may terminate this Agreement or any Statement of Work with immediate effect by written notice to the other party (the **"Breaching Party"**) on or at any time after the occurrence of one or more of the events specified in clause 17.2.
- 17.2. The events are:
 - 17.2.1. the Breaching Party committing a material breach of this Agreement and/or any Statement of Work and failing to remedy (if such breach is remediable) the breach within thirty (30) days starting on the day after receipt of notice from the Initiating Party giving details of the breach and requiring the Breaching Party to remedy it;
 - 17.2.2. the Breaching Party passing a resolution for winding up, a court of competent jurisdiction making an order for the Breaching Party's winding up or the presentation of a petition for the Breaching Party's winding up that is not dismissed within seven (7) days, in each case other than for the purposes of solvent amalgamation or reconstruction in such manner that the entity resulting from the amalgamation or reconstruction effectively agrees to be bound by or assume the Breaching Party's obligations under this Agreement;
 - 17.2.3. the making of an administration order in relation to the Breaching Party or the appointment of a receiver over, or an encumbrancer taking possession of or selling any asset of, the Breaching Party; or
 - 17.2.4. the Breaching Party making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally.
- 17.3. The Client may terminate this Agreement for convenience with thirty (30) days' written notice to the Contractor. Such termination will come into effect once all Services have been delivered and completed to the agreed corresponding Statements of Work. Any documentation, technical services, training or consultancy required for another agency or an internal team to fully understand Services provided, would be quoted and provided as a Service under the terms of this Agreement.

18. Consequences of Termination

- 18.1. Within five (5) Business Days of the termination or expiry of this Agreement the Contractor shall return to the Client all Personal Data in its custody, control or possession and each party shall return to the other party or (at the other party's option) destroy all documents and materials (and any copies)

containing the other party's Confidential Information, and, having done so, shall delete and render permanently irretrievable all copies of the foregoing and certify in writing to the other party that it has done so.

- 18.2. On termination or expiry of this Agreement, the Contractor shall provide, at the Client's reasonable cost (unless the Client terminates this Agreement under clause 15.2, in which case such provision will be at no cost to the Client) the Client with such assistance as the Client may reasonably require to facilitate an orderly transfer of any Digital Solution to the Client or an alternative company providing similar Services.
 - 18.3. Any termination or expiry of this Agreement in whole or in part shall not affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after termination or expiry.
 - 18.4. Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
19. Non-solicitation of Staff
- 19.1. Neither party for the duration of the Agreement and a period of 12 months afterwards shall directly or indirectly canvas with a view to offering or providing employment to, offer to contract with, or entice to leave, any employee of contractor of the other party without the prior written consent of the other party.
20. Assignment
- 20.1. Neither party shall assign, transfer, sub-contract, or in any other manner transfer over to any third party the benefit and/or burden of this Agreement without the prior written consent of the other. Notwithstanding the foregoing, the Contractor may assign this Agreement without such prior written consent to its successor in interest by way of reorganisation, merger or acquisition, or to other subsidiaries within Reflect Digital. This Agreement will benefit and be binding upon the permitted successors and assignees of the parties.
21. Force Majeure
- 21.1. Neither party shall be deemed to be in breach of this Agreement or otherwise liable to the other party for any delay in performance or any non-performance of any obligations under this Agreement (and the time for performance shall be extended accordingly) if and to the extent that the delay or non-performance is due to an event or circumstance beyond the reasonable control of that party.
22. Dispute Resolution
- 22.1. All disputes at any time arising between the parties that cannot be resolved by the Contractor and the Client may in the first place be referred to the Managing or Financial Directors of the parties. If they are unable to resolve the dispute, it may be referred to a mutually agreed expert if both parties agree that this would be appropriate.
23. Waiver
- 23.1. A waiver of any term, provision or condition of this Agreement shall be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose for which it is given.
 - 23.2. No failure or delay on the part of any party in exercising any right, power or privilege under this Agreement shall operate as a waiver of it, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise of it or the exercise of any other right, power or privilege.
 - 23.3. No breach of any provision of this Agreement shall be waived or discharged except with the express written consent of the parties.
24. Invalidity
- 24.1. If any provision of this Agreement is held to be void or declared illegal, invalid or unenforceable for any reason whatsoever, that provision shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement and the validity of the remaining provisions shall not be affected. If any such deletion materially affects the interpretation of this Agreement, the parties shall use their best endeavours to negotiate in good faith with a view to agreeing a substitute provision that as closely as possible reflects the commercial intention of the parties without prejudice to the generality of this clause, if the Contractor's limit on liability under clause 15.2 the liability cap shall be increased to the level of the Contractor's insurance pursuant to clause 15.5.
25. Remedies
- 25.1. The rights and remedies provided for by this Agreement are cumulative with and not exclusive of any rights or remedies provided by law.
 - 25.2. Without prejudice to any other rights or remedies of the parties, each party acknowledges for the benefit of the other that damages might not be an adequate remedy for any breach of the provisions of this Agreement and that, accordingly, either party shall be entitled without proof of special damage to seek the remedies of injunction, specific performance and other equitable remedy for any threatened or actual breach of the provisions of

this Agreement by the other.

26. Notices

- 26.1. Any notice, demand or other communication given or made under or in connection with the matters contemplated by this Agreement shall be in writing and shall be delivered personally or prepaid first class post (air mail if posted to or from a place outside the United Kingdom), in the case of the Client to the Client Address, in the case of the Contractor to: Paul Simms, Reflect Digital, Kestrel House, Knightrider Street, Maidstone, Kent, ME15 6LU or emailed legal@reflectdigital.co.uk.

27. Entire Agreement

- 27.1. This Agreement (together with any Statement of Work) embodies and sets forth the entire Agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this agreement. Neither party shall be entitled to rely on any agreement, understanding or arrangement not expressly set forth in this Agreement.

28. Changes to this Agreement

- 28.1. The Contractor reserves the right to change the terms of this Agreement and all other terms and conditions and policies which may affect Clients in order to comply with changes in the law. The Client will be informed of any such changes and shall be deemed to be bound by them one (1) calendar month after receiving the notice. If the Client does not agree to be bound by the changes, it may terminate this Agreement in accordance with clause 16.

29. Announcements

- 29.1. Both parties agree not to disclose to any third party, other than to their respective bankers, insurers or professional advisers on appropriate conditions of confidentiality, the fact of or details of this Agreement or any other Agreement referred to in this Agreement. The text of any press release or other communication to be published by or in the media concerning the subject matter of this Agreement shall require the approval of each party prior to publication.

30. Relationship of the Parties

- 30.1. The parties are independent contractors and nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute, or be deemed to constitute a partnership, association, joint venture, or being the agents of each other or any other co-operative entity.

31. Governing Law and Jurisdiction

- 31.1. This Agreement, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation, shall be governed by and construed in accordance with the laws of England. The parties irrevocably submit to the exclusive jurisdiction of the courts of England for the purpose of hearing and determining any suit, action or proceedings or settling any disputes arising out of or in connection with this Agreement and for the purpose of enforcement of any judgement against their respective assets.

32. Exclusion of Third Party Rights

- 32.1. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the parties to this Agreement shall have any rights under it, nor shall it be enforceable under that Act by any person other than the parties to it and each member of Reflect Digital which benefits from any of its forms.