

Standard Terms

Update Date: 30 June 2023

By using our Services, you agree to these terms and conditions (“**Standard Terms**” or “**these Terms**”) and any Quotation or other terms & conditions or policies supplied to you (collectively, the “**Terms**”). The Terms constitute a legally binding agreement between you and us, so please read them carefully.

Legal Information

[Terms of Use](#) / [Privacy Policy](#) / [Cookie Policy](#)

Business: Tanith McKenzie Ltd (company number 13323592), a limited company registered in England & Wales, registered office address 7 Flora Gardens, Penrose Road, Helston, England, TR13 (**‘Business’, ‘we’, ‘our’, and ‘us’**).

Contact Details:

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IMPORTANT. We draw your attention in particular to the following clause: (9) Disclaimers; indemnification; and limitation of liability.

Contact us. To contact us, please use our Contact Details in the Legal Information. We are continually developing and improving our Services and strive to provide an exceptional customer experience. If you have any feedback, suggestions, ideas or proposals, we’d love to hear from you.

Agreed Terms

(1) Your account and agreement with us

(1) **Agreement.** These Terms (“**Standard Terms**”) and (if applicable) Additional Terms (collectively, “**the Terms**”) apply to orders made by you and the supply of Services by us to you (“**Agreement**”). The Terms apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. The Standard Terms are the standard terms and conditions that apply when you use our Services, except where we state that separate Terms apply. By using our Services, you confirm that you accept the Terms and that you agree to comply with them. If you do not agree to the Terms, you must not use our Services.

(2) **Additional Terms.** We may provide specific Services to you subject to additional Terms & Conditions and Policies (as updated from time to time) and/or a Quotation (“**Additional Terms**”). A “**Quotation**” is a written quotation, proposal, fee proposal, Statement of Work or Scope of Work, or a combination thereof, setting out the particulars and Terms for specific Services.

(3) **Conflict and ambiguity.** If there is any conflict or ambiguity between a Term in any Terms listed in the following subclauses (a)–(b), then a Term contained in one higher in the list shall have priority over one contained in one lower in the list, except where otherwise expressly stated in the Additional Terms: (a) Additional Terms; (b) These Terms.

(4) **Updates to the Terms.** We may amend the Terms from time to time by posting an updated version to our Website, which shall be accessible via the Legal Information. Updates are effective immediately upon posting to our Website or written notice to you by email, whichever is sooner. If any update materially adversely affects your rights and obligations, we will provide written notice to you using your Contact Information, and those changes will be effective no sooner than 30 days after we notify you. Your continued use of the Services means you agree to such changes. The Terms of Service were most recently updated on the Update Date above.

(5) **Interpretation.** The following applies to the Terms, unless expressly stated otherwise. (a) You are the person using our Website or Services or the person who places an order; “**Customer**”, “**you**”, “**your**” and “**yours**” shall be interpreted accordingly. We are the business providing the Services; “**Supplier**”, “**Business**”, “**we**”, “**our**” and “**us**” shall be interpreted accordingly. You and us are each a “**party**”, together the “**parties**”. (b) A “**person**” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). (c) Everything in the Terms applies to consumers and businesses except where otherwise indicated. You are a consumer if you are an individual and use or purchase any Services wholly or mainly for your personal use and not in connection with a trade, business, craft or profession. (d) Any words following the terms “**including**”, “**include**”, “**in particular**”, “**for example**”, “**such as**” 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. (e) A reference to “**writing**” or “**written**” in the Terms includes email. (f) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. (g) The Terms shall be binding on, and enure to the benefit of, the parties to the Terms and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party’s personal

representatives, successors and permitted assigns. (h) Any obligation on a party not to do something includes an obligation not to allow that thing to be done. (i) The headings in the Terms are inserted for convenience only and shall not affect its construction. (j) A reference to these Terms or to any other Terms is a reference to these Terms or such other Terms, in each case as varied or novated from time to time in accordance with the Terms. (k) Capitalised terms not defined in the Additional Terms will have the meanings in these Terms, unless otherwise specified in the Additional Terms.

(2) Services

(1) **Services.** Our Services include our interior design and associated services and other products and services that we offer from time to time, including without limitation any Deliverables ("**Services**"). You must be at least 18 years old to use the Services. If you use the Services on behalf of any person, you must have the authority to accept the Terms on their behalf, and if you do so you warrant that you have such authority.

(2) **Deliverables.** The Services may consist of deliverables, including documents, products and materials developed by us or our agents, subcontractors, consultants and employees as part of or in relation to the Services in any form, including without limitation designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes and any other materials provided in connection with the Project and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Project (including drafts) and the Key Deliverables set out in any Quotation ("**Deliverables**").

(3) **Plans.** Some of our Services, including content, may be offered as plans, including retainers, management services, courses, memberships, subscriptions, payment plans or other agreed ongoing arrangements for specific Services ("**Plans**"). Plans may include prepaid credits, bundles or combinations of specific Services.

(4) **Service quality.** We shall supply the Services with reasonable care and skill.

(5) **Services Timetable.** We may provide an estimated timetable for delivery of the Services ("**Timetable**" or "**Schedule**"), including an estimated services start date in the Order Confirmation, namely the estimated date that we shall start providing the applicable Services ("**Services Start Date**"). We shall supply the Services to you from the Services Start Date or as soon as reasonably practicable thereafter. If the Services Start Date is omitted from the Quotation or Order Confirmation for any reason, it shall be the date of the Order Confirmation or as soon as reasonably practicable after said date, to be decided by us at our reasonable sole discretion. We will use reasonable endeavours to meet any such performance dates, but any they are estimates only and failure to perform the Services by such dates will not give you the right to terminate the Agreement.

(6) **IMPORTANT: performance dates.** If you require us to start providing Services on a particular date or meet particular performance dates, then you must inform us in writing when you request a Quotation and before you place an order.

(7) **Descriptions or illustrations.** Any descriptions or illustrations on our Website are published for the sole purpose of giving an approximate idea of the Services described in them. They will not form part of the Agreement or have any contractual force.

(8) **Compliance with specification.** We will supply the Services to you in accordance with the specification for the Services appearing our Website or in a Quotation, in all material respects.

(9) **We reserve the right to amend the specification** if required by any applicable statutory or regulatory requirement or if the amendment will not materially adversely affect the nature or quality of the Services, and we may notify you in advance of any such amendment.

(10) **Promotions.** From time to time, promotions may apply to our Services ("**Promotions**"). Promotions apply to selected Services only and are always subject to the Terms and may also be subject to specific terms and conditions.

(11) **Compliance.** Each party shall at its own expense comply with all laws and regulations relating to its activities under the Agreement, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.

(3) Placing an order

(1) **Requesting a Quotation and placing an order.** You can request a Quotation from us by contacting us. When you do so, in addition to these Terms, we may send you a Quotation and (if applicable) additional terms and conditions, and your acceptance of such in writing, including by email or by signing the Quotation, is an order for Services and an offer by you to enter into the Agreement with us on the basis of these Terms and the Quotation and any additional terms and conditions.

(2) **Acknowledging receipt of your order.** After you place your order, you may receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted.

(3) **Accepting your order.** Our acceptance of your order takes place when we send you an email to accept your order ("**Order Confirmation**"), at which point and on which date the Agreement between you and us will come into existence ("**Commencement Date**") for the supply of the Services confirmed in the Order Confirmation. The Agreement will relate only to those Services confirmed in the Order Confirmation.

(4) **Subsequent Orders.** After placing your initial order, you may place subsequent orders for Services via our Website or subject to Quotation, in accordance with this clause 3, and if we accept your order with an Order Confirmation the Agreement shall be updated to reflect the Services confirmed in the applicable Order Confirmation. We may at our sole option require you to enter into an entirely new Agreement for

subsequent orders. If that is the case, we shall inform you of this in writing before we accept any order made by you. Orders placed for Modifications, Changes and Additional Services are examples of subsequent orders.

(5) **Modifications.** You may request modifications to the Services, either as an initial order or subsequent order, such as add-ons and bespoke configurations (“**Modifications**”), which are chargeable at our prevailing pricing. Modifications are in each case subject to written agreement between the parties, which shall set out the proposed effect (if any) on the Services, Charges, the timetable for delivery of the Services, and any of the Terms. Each Modification shall constitute an order made as part of the Agreement to which it relates and shall not form a separate contract to it.

(6) **Changes.** You may request changes, including changes to the specification, scope, execution or timing of the Services (“**Changes**”). Changes are in each case subject to written agreement between the parties, which shall set out the proposed effect (if any) on the Services, Charges, the timetable for delivery of the Services, and any of the Terms.

(7) **Additional Services.** You may request additional Services (“**Additional Services**”). Additional Services are in each case subject to written agreement between the parties, which shall set out the proposed effect (if any) on the Services, Charges, the timetable for delivery of the Services, and any of the Terms. Additional Services shall be agreed and supplied subject to Quotation. Additional Services shall constitute an order made as be part of the Agreement to which they relate and shall not form a separate contract to it, except where otherwise required by us.

(8) **Statements of Work.** A statement of work specifies the Services to be provided by us, the timetable for their performance and the related matters detailed therein (“**Statement of Work**”). Each Statement of Work shall constitute an order made as part of the Agreement to which it relates and shall not form a separate contract to it. You may procure any of the Available Services by agreeing a Statement of Work with us pursuant to clause 3.9 (‘Agreeing Statements of Work’). We shall provide the applicable Services from the Services Start Date specified in the relevant Statement of Work.

(9) **Agreeing Statements of Work.** Statements of Work shall be agreed in the following manner, or as otherwise prescribed by us in Additional Terms. (a) You shall ask us to provide specific Services that we offer from time to time (“**Available Services**”), and provide us with as much information as we reasonably request in order to prepare a draft Statement of Work for the Services requested. (b) Following receipt of the information requested from you we shall, as soon as reasonably practicable either: (i) inform you that we decline to provide the requested Services; or (ii) provide you with a draft Statement of Work. (c) If we provide you with a draft Statement of Work pursuant to clause 3.(b)(ii), you and we shall agree that draft Statement of Work in writing, and sign it or execute it (including electronically) when it is agreed. (d) We may reasonably charge for the preparation of Statements of Work on a time and materials basis in accordance with our rates as quoted to you in writing. (e) Once a Statement of Work has been agreed in accordance with clause 3.9(c), no amendment shall be made to it except in accordance with clause 3.6 (‘Changes’).

(10) **Deemed acceptance.** By submitting an order or requesting us to supply Services you are deemed to accept these Terms and (if applicable) any Quotation and Additional Terms, irrespective of whether they are signed by you or us or not, and you agree to pay us the Charges for Services that we supply to you.

(11) **If we cannot accept your order or supply Services.** If we are unable to supply you with the Services for any reason, we will inform you and not process your order. If you have already made payment as part of your order, we will refund you the full amount within 30 days using your payment method.

(4) Commencement, duration and termination

This clause 4 consists of Standard Terms relating to the term and termination. The Additional Terms and/or Quotation are supplemental to and take precedence over the Standard Terms in this clause 4, to the extent that there is any conflict or ambiguity between the relevant Terms.

(1) **Terms.** These Terms take effect when you first use the Services, including when you engage or interact with us or our Website in any way, and remain in effect until terminated.

(2) **Agreement.** Except where otherwise stated in the Quotation or other Additional Terms, the Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with the Terms. Subject to any Plan that has not expired or terminated, without affecting any other right or remedy available to it, either party may terminate the Agreement at any time on giving not less than one month’s written notice to the other. If a Plan is in continuation, the Agreement shall terminate upon the termination or expiry of the Plan.

(3) **Non-recurring Services.** Non-recurring Services, such as one-off purchases, ad-hoc consultancy services or projects, shall commence on the Services Start Date, and shall expire on the earlier of the following dates, subject to any Plan that has not expired or terminated: completion of all Services confirmed in the Order Confirmations under the Agreement; or the expiry of the notice in accordance with clause 4.2.

(4) **Paid tier Services (Plans).** We may offer Plans for the Services. (a) Unless otherwise agreed, Plans shall commence on the agreed start date and shall continue, unless terminated earlier in accordance with the Terms, for the Initial Plan Term and, thereafter, the Plan shall be automatically renewed for successive periods of one month (each a Renewal Period), unless either party notifies the other party of termination in writing at least one month before the end of the Initial Plan Term or any Renewal Period, in which case the Plan shall terminate upon the expiry of the applicable Initial Plan Term or Renewal Period. (b) Unless otherwise agreed, the “**Initial Plan Term**” shall be one month, and each “**Renewal Period**” shall be one month. (c) The Initial Plan Term together with any subsequent Renewal Periods shall constitute the “**Plan Term**”.

(5) **Cancellation Policies (Plans).** We may offer you a specific cancellation policy for your Plan, subject to corresponding exclusions, terms and conditions (“**Cancellation Policy**”). Under our “**cancel anytime**” policy (also referred to as our “**standard cancel anytime policy**”), either party may cancel the Plan at any time, after which it will automatically terminate at the end of your billing period, and we shall supply the Services under your Plan until that point; and if you cancel within 2 days of your next billing date, your payment method may be charged for the next billing period, and if so we shall arrange a refund within 30 days using your payment method. The cancellation policy (if any) we may offer you for Services in your order may differ from our “cancel anytime” policy. If we offer a Cancellation Policy, whether our Standard Cancel Anytime Policy or otherwise, we shall make this clear to you at the time you place your order. If no Cancellation Policy is offered, none shall apply.

(6) **Free tier Services.** You can terminate these Terms for any reason at any time by discontinuing the use of the free tier Services except where you are party to an Agreement for paid tier Services, including where no Charges are payable for an initial term but become payable thereafter, which has not yet expired or terminated.

(7) **Termination or expiry of the Agreement** shall not affect any of the 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.

(8) Suspension and termination rights.

(a) **Our Suspension and termination rights.** Without affecting any other right or remedy available to us, we may suspend the Licenses or performance of the Services, or terminate the Terms and Licenses, with immediate effect by giving written notice to you if: (i) you commit a material breach of the Terms which breach is irremediable or (if such breach is remediable) you fail to remedy that breach within a period of 14 days after being notified in writing to do so; (ii) you fail to pay any amount due under the Agreement on the due date for payment and remain in default not less than 14 days after being notified in writing to make such payment; (iii) you repeatedly breach any of the Terms in such a manner as to reasonably justify the opinion that your conduct is inconsistent with having the intention or ability to give effect to the Terms; (iv) any warranty given by you in the Terms is found to be untrue; (v) there is a change of control of your business, as defined by section 1124 of the Corporation Tax Act 2010; or (vi) you are in breach of your compliance obligations under the Terms.

(b) **Your suspension and termination rights.** Without affecting any other right or remedy available to you, you may terminate the Terms and Licenses, with immediate effect by giving written notice to us if: (i) we commit a material breach of the Terms which breach is irremediable or (if such breach is remediable) we fail to remedy that breach within a period of 14 days after being notified in writing to do so; (ii) we repeatedly breach any of the Terms in such a manner as to reasonably justify the opinion that our conduct is inconsistent with having the intention or ability to give effect to the Terms.

(9) **14-day cooling off period for consumers.** As a consumer, you have the right to change your mind and cancel the Terms and receive a refund for any Charges paid except for any Services delivered up until cancellation, as follows. To cancel, you need to let us know by using our Contact Details no later than 14 days after: the day we confirm we have accepted your order, if it is for a service; the day we confirm we have accepted your order, if it is for digital content (including for download, streaming or viewing), although you can’t change your mind about digital content once we have started providing it; the day we deliver your product, if it is goods. If the goods are for regular delivery (for example, a subscription), you can only change your mind after the first delivery. If an order for goods is split into several deliveries over different days, the period runs from the day after the last delivery. You cannot cancel once we have completed the Services, even if any cooling off period is still running.

(10) **Effect of termination and obligations on termination.** On termination or expiry of the Agreement, for whatever reason: you shall immediately cease all use of the Services and/or the Deliverables except for those made available subject to the Licenses; you shall immediately pay to us all of our outstanding unpaid Charges, interest and expenses and disbursements (for the avoidance of doubt, including sums in full for items that have been procured by us for which we have not yet been reimbursed) and, in respect of Services supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt; you shall, subject to the Licenses, return to us and/or cease to use any Deliverables or other materials in which our Intellectual Property Rights subsist; you shall, subject to the Licenses, return to us all of our materials, documents, products, equipment and other property belonging to and supplied by us in connection with the Terms (“**Our Property**”); you shall return to us all documents and materials (and any copies) containing our confidential information and, to the extent possible, erase any such confidential information from your systems.

(11) **Survival.** Every provision of the Terms (including in any Additional Terms and/or Quotation) that expressly or by implication is intended to, shall come into or continue in force on or after termination or expiry of Terms, including the following: clause 1.3 (‘Conflict and ambiguity’), clause 1.5 (‘Interpretation’), clause 4.10, (‘Effect of termination and obligations on termination’), clause 4.11 (‘Survival’), clause 7 (‘Licenses and intellectual property’), clause 9 (‘Disclaimers; indemnification; and limitation of liability’), clause 12 (‘Non-solicitation’), clause 15 (‘Confidentiality’), clause 18 (‘Waiver’), clause 19 (‘Severance’), clause 24 (‘Mediation’), and clause 25 (‘Governing law and jurisdiction’).

(12) Additional termination provisions.

(a) (You shall have the same rights as us under this clause 4.12.a, which shall be interpreted accordingly). Without affecting any other right or remedy available to us, we may terminate the Agreement with immediate effect by giving written notice to you if: (i) you take any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; (ii) you suspend, or threaten to suspend, or cease or threaten to cease to carry on all or a substantial part of your

business; (iii) you (being an individual) die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing your own affairs or become a patient under any mental health legislation; (iv) you are convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed); (v) you are declared bankrupt or make any arrangement with or for the benefit of your creditors or have a county court administration order made against you under the County Court Act 1984; (vi) you are incapacitated (including by reason of illness or accident) for an aggregate period of 28 days in any 52-week consecutive period; (vii) you commit any offence under the Bribery Act 2010 or the Criminal Finances Act 2017; (viii) any event occurs, or proceeding is taken, with respect to you in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in this clause 4.

(b) For the purposes of the Terms, “**material breach**” means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from a substantial portion of the Terms over the term Terms. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

(5) Charges and payment

This clause 5 consists of Standard Terms relating to charges and payment. The Additional Terms and/or Quotation are supplemental to and take precedence over the Standard Terms in this clause 5, to the extent that there is any conflict or ambiguity between the relevant Terms.

(1) **Charges.** In consideration of us providing the Services you agree to pay us the charges (“**Charges**”) in accordance with this clause 5.

(2) **Prices.** The Charges are the prices quoted at the time you place your order, either on our Website, or in a Quotation.

(3) **Payment dates.** Our Charges are due on the payment date(s) specified in the Order Confirmation or agreed between you and us in writing, including an initial payment date and further payment date(s) on agreed intervals or billing dates (“**payment dates**”).

(4) **Non-recurring Services.** Charges for non-recurring Services are due and payable in advance and (if applicable) on the payment date(s) specified in the Order Confirmation or agreed between you and us in writing.

(5) **Recurring Services.** Charges for recurring Services, such as Plans, are due and payable in advance on the billing dates for the applicable billing periods specified in the Order Confirmation or agreed between you and us in writing, whether invoiced or not.

(6) **Changes to subscription or membership Plans.** We may change the subscription or membership Plan and fees from time to time, and any such changes shall apply no earlier than 30 days following written notice to you. If you do not wish to accept any changes then you may cancel your subscription or membership Plan before the changes take effect. The changes shall be effective from the second billing date following said notice, or another date notified to you.

(7) **Initial payments and deposits.** Charges for certain Services may require an initial payment in advance which is due and payable to us directly, for example an initial retainer fee, subscription fee, membership fee or set-up fee, or deposit. Charges shall be due against deposits for Services supplied in accordance with your Agreement.

(8) **Payment and invoicing.** (a) **Non-recurring Services.** We shall submit invoices for the Charges to you in advance, which shall be due on receipt if not paid already. (b) **One-off purchase.** We shall submit invoices for the Charges to you on or around the purchase date, which shall be due on receipt if not paid already. (c) **Recurring Services.** All Charges for recurring Services are due and payable on the applicable payment dates, whether invoiced or not. We shall submit invoices for the Charges on or around the payment dates, which shall be due on receipt if not paid already.

(9) **Billing information and payment method.** For any subscription or membership Plans, or recurring payments, you must provide up-to-date, accurate and complete billing information, and one or more payment methods. A “**payment method**” is an up-to-date, valid, accepted and authorised method of payment, as may be updated from time to time, and which may include payment through your account with a third party.

(10) **How to pay.** For any subscription or membership Plan, or other Plans with recurring payments, you authorise us and our third party payment processors to charge your payment methods for the Plan Charges on the agreed payment dates until the subscription or membership Plan is cancelled in accordance with the Terms of your Agreement. If you are paying us manually for any Services, you shall pay each invoice due and submitted to you by us on receipt for the Charges by Bacs to a bank account nominated in writing by us; alternatively we may permit you to pay us via a third party payment processor upon our instruction. Please use your customer reference number or order number when you pay us.

(11) **Pricing mistakes.** We have the right to correct pricing mistakes or errors at any time, including after issuing invoices or receiving payment.

(12) **Late and failed payments.** You authorise us and our third party payment processors to charge your payment methods for any Charges that are outstanding after any agreed payment date, whether for a Plan or otherwise. If you fail to make any payment due in accordance with the Terms, or your payment methods fail, then, without limiting our remedies under the Terms, we may suspend the applicable Services and Licenses until payment has been made in full, and we have the right to charge you interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment, which will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

(13) **Refunds (general).** To the extent permitted by applicable law, Charges paid for our Services in advance, including Plans, packages, recurring Services, Content, retainer fees, pre-paid bundles, credits, or anything else, are non-refundable, and we do not provide refunds or credits for any partial subscription or membership periods or unused Services or Content, unless otherwise expressly stated at the time you place your order. If we permit refunds and you are due a refund, within 30 days of cancellation we will refund you in full for the price you paid for the Services in accordance with the Terms of your Agreement by the method you used for payment, however we may deduct from any refund an amount for the Services provided until cancellation takes effect subject to the Terms of your Agreement, and subject to any minimum term or notice period. The amount we deduct will be based on our prices, as notified to you at the time you submitted your order(s).

(14) **All amounts due by you under the Agreement shall be paid by in full** without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

(15) **Taxes.** Unless otherwise stated, Charges exclude value added tax (“**VAT**”), which you shall additionally be liable to pay to us at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

(16) **General.** We may reasonably change billing dates with written notice to you. If we believe you or your organisation are not using the free tier in good faith, we may charge you our applicable standard prices or suspend your access to the Services.

(6) Your obligations and warranties

(1) **Your obligations.** You shall: (i) co-operate with us in all matters relating to the Services; (ii) (if applicable) to enable us to provide the Services, provide, for us, our agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to your facilities as required by us, including your premises; (iii) provide, in a timely manner, such information as we may require from time to time, and ensure that it is accurate and complete in all material respects, including but not limited to the customer materials, including all content, data, documents, drawings, equipment, information, items, materials, specifications and tools in any form, whether owned by you or a third party, supplied by you to us, including but not limited to those set out in a Quotation (“**Customer Materials**”); (iv) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the start of the Services, for the duration of the Services or any other required period; (v) keep Our Property at your premises or on your systems in safe and secure custody at your own risk, maintain Our Property in good condition until returned to us, and not dispose of or use Our Property other than in accordance with our written instructions or authorisation; (vi) inform us of all health and safety or security requirements that apply at any of your premises or systems, and if you wish to make a change to those requirements which will materially affect provision of the Services, you can only do so with our prior written consent; (vii) if applicable, provide up-to-date, accurate and complete billing information at all times; and (viii) if applicable, provide one or more payment method for subscription or membership Plans and recurring payments at all times.

(2) **Delays and prevention.** If our ability to perform the Services is prevented or delayed by any failure by you, your agents, subcontractors, consultants or employees to fulfil any obligation listed in clause 6.1 above (“**Your Default**”): (i) we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent that Your Default prevents or delays performance of the Services; (ii) we shall not be liable for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay; (iii) we shall be entitled to payment of the Charges and any pre-agreed third party costs and expenses despite any such prevention or delay; (iv) it will be your responsibility to reimburse us on written demand any additional costs, expenses, charges or losses we sustain or incur that arise directly or indirectly from such prevention or delay; and (v) we shall be entitled to charge additional reasonable applicable Charges during the period of prevention or delay.

(3) **Insurance.** If required by us, we may only agree to supply Services to you on the condition that you obtain and keep in place insurance cover specified by us, and if this is the case we will notify you before you place your order, including by adding this condition to any applicable Additional Terms.

(4) **Warranties.** You warrant and undertake that: (i) you are fully entitled and have the authority to enter into the Agreement, either on your own behalf or for and on behalf another person, and have the legal capacity to do so freely; (ii) Customer Materials will to the best of your knowledge and belief be accurate, up to date, genuine and truthful and will not breach any contract, duty of confidence, Applicable Data Protection Laws, the Official Secrets Acts 1911-1989, other legislation relating to national security, constitute a contempt of court, or be obscene, defamatory or blasphemous; and (iii) you shall keep confidential and shall not disclose to any third party any photographs or other material containing or relating to our personnel or affairs.

(7) Licenses and intellectual property

This clause 7 consists of Standard Terms relating to intellectual property rights and licenses. The Additional Terms and/or Quotation are supplemental to and take precedence over the Standard Terms in this clause 7, to the extent that there is any conflict or ambiguity between the relevant Terms.

(1) **Intellectual Property Rights.** We or our affiliates and licensors own all rights, title, and interest in the Intellectual Property Rights, including 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 (“**Intellectual Property Rights**”).

(2) **Ownership of the Intellectual Property Rights.** We and our licensors shall retain ownership of all Supplier IPRs, namely all Intellectual Property Rights subsisting in the Deliverables excluding any Customer Materials incorporated in them ("**Supplier IPRs**"). You and your licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials

(3) **The Licenses.** We grant you the Standard License or Extended License (collectively, "**the Licenses**") to use the Services and/or Deliverables, in accordance with this clause 7 and any Additional Terms. You may not sub-license, assign or otherwise transfer or deal in any or all of the rights granted to you under the Licenses in this clause 7 without our prior written consent, except where expressly provided in Additional Terms. Any License granted under the Terms is subject to your payment of the Charges for the Services and your adherence to the Terms.

(4) **Standard License.** Subject to your payment of the Charges for agreed paid tier Services, and subject to your adherence to these Terms, we grant you, or shall procure the direct grant to you of, a perpetual, fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to use, copy and modify the Supplier IPRs for the purpose of receiving and using the Services and the Deliverables for your personal and non-commercial use ("**Standard License**").

(5) **Extended License.** Subject to your payment of the Charges for agreed paid tier Services and adherence to the Terms, in respect of specific Services and Deliverables, we may grant you, or shall procure the direct grant to you, a license subject to Additional Terms ("**Extended License**").

(6) **The license you grant us.** Separate to the Customer License, you grant us a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to use, copy and modify the Customer Materials for the term of the Agreement for the purpose of providing the Services to you in accordance with the Agreement.

(7) **Rights you are giving us to use material you upload or supply to us.** Unless otherwise specified in the Terms, when you upload or post content to our Website, or supply it to us for marketing purposes, you grant us the following rights to use that content: a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, publish and perform that content, in full or in part, including your business trade mark(s) or service mark(s) (if you are a business), in connection with our Business and Services, anywhere, including across different media, including to promote our Business and Services ("**Customer License**").

(8) **Third party licenses.** The delivery of the Services may require third party products and services that are subject to third party licenses and terms and conditions which you may need to agree to in order to use the Services, and we are not responsible for them.

(9) **Our Trade Mark(s).** You are not permitted to use our Trade Mark(s) or service mark(s), without our prior written consent. They are set out in the Legal Information and/or displayed on our Website and materials.

(10) **Warranty.** You warrant that the receipt and use in the performance of the Services (or use of the Customer License) by us, our agents, subcontractors, consultants or employees of the Customer Materials shall not infringe the rights, including any Intellectual Property Rights, of any third party.

(11) **Indemnification.** You shall indemnify us and our agents, subcontractors, consultants, employees and officers against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred or paid by us arising out of or in connection with any claim brought against us, our agents, subcontractors, consultants or employees or officers for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of the Services (or use of the Customer License) of the Customer Materials.

(8) Usage of our Website

(1) **Terms, conditions and policies apply.** When using our Website, you agree to adhere to the Terms, as updated from time to time.

(9) Disclaimers; indemnification; and limitation of liability

(1) Limitation of liability.

(a) WHETHER YOU ARE A CONSUMER OR A BUSINESS USER, WE DO NOT EXCLUDE OR LIMIT IN ANY WAY OUR LIABILITY TO YOU WHERE IT WOULD BE UNLAWFUL TO DO SO, WHICH INCLUDES: LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; FRAUD OR FRAUDULENT MISREPRESENTATION; AND BREACH OF THE TERMS IMPLIED BY SECTION 2 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982 (TITLE AND QUIET POSSESSION) ("**LIABILITIES WHICH CANNOT LEGALLY BE LIMITED**").

(b) TO THE FULLEST EXTENT PERMITTED BY LAW, AND SUBJECT TO THE LIABILITIES WHICH CANNOT LEGALLY BE LIMITED, AND EXCEPT WHERE OTHERWISE EXPRESSLY STATED IN ADDITIONAL TERMS: THE FOLLOWING TYPES OF LOSS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT ARE WHOLLY EXCLUDED BY US:

- (I) LOSS OF PROFITS;
- (II) LOSS OF SALES OR BUSINESS;
- (III) LOSS OF AGREEMENTS OR CONTRACTS;
- (IV) LOSS OF USE OR CORRUPTION OF SOFTWARE, DATA OR INFORMATION;
- (V) LOSS OF OR DAMAGE TO GOODWILL;
- (VI) INDIRECT OR CONSEQUENTIAL LOSS (IF YOU ARE A BUSINESS, NOT A CONSUMER); AND

(VII) FOR THE AVOIDANCE OF DOUBT, INCLUDING LOSS ARISING AS A RESULT OF: OUR COMPLYING WITH OUR LEGAL AND REGULATORY DUTIES, SUCH AS DELAYS OR DISCLOSURES ARISING IN THE CONTEXT OF OUR COMPLIANCE OBLIGATIONS; ERRORS OR DEFECTS IN THIRD PARTY GOODS OR SERVICES CHOSEN BY YOU; ERRORS OR DEFECTS IN THIRD PARTY SERVICES INSTRUCTED BY US ON YOUR BEHALF OR USED BY US IN THE PROVISION OF SERVICES TO YOU, PROVIDED WE USE REASONABLE SKILL AND CARE IN SELECTING AND APPOINTING THOSE THIRD PARTIES; AND CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL.

(2) **Cap on liability.** SUBJECT TO THE LIABILITIES WHICH CANNOT LEGALLY BE LIMITED, AND EXCEPT WHERE OTHERWISE EXPRESSLY STATED IN ADDITIONAL TERMS: (a) OUR TOTAL AGGREGATE LIABILITY TO YOU ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT OR TERMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, WILL BE LIMITED TO THE GREATER OF THE FOLLOWING: £500, OR 100% OF THE CHARGES PAID AND RECEIVED UNDER THE TERMS FOR THE SERVICES THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE; AND (b) OUR TOTAL LIABILITY TO YOU FOR LOSS ARISING FROM OUR FAILURE TO COMPLY WITH OUR DATA PROCESSING OBLIGATIONS UNDER THE AGREEMENT OR TERMS SHALL NOT EXCEED THE GREATER OF THE FOLLOWING: £250 OR 50% OF THE CHARGES PAID AND RECEIVED UNDER THE TERMS FOR THE SERVICES THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

(3) **Intellectual Property Rights.** Nothing in this agreement excludes your liability for any breach, infringement or misappropriation of our Intellectual Property Rights.

(4) **Time limit.** To the fullest extent permitted by law, unless you notify us that you intend to make a claim in respect of an event within the following notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

(5) **Indemnification.** You shall indemnify us and our affiliates and personnel against all liabilities, costs, expenses, damages and losses, including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses, suffered or incurred by us arising out of or in connection with the Services, and your breach of the Terms or violation of applicable law.

(6) **Additional Terms.** Different disclaimers, indemnification provisions and limitations and exclusions of liability apply to specific Services that are supplied in accordance with Additional Terms.

(10) Data protection

We will use any personal information you provide to us to: provide the Services; process your payment for the Services; and inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us. We will process your personal information in accordance with our Privacy Policy which is available on our Website and/or via the Legal Information, or in accordance with any Additional Terms applicable to the Services, the terms of which are incorporated into these Terms.

(11) Third party providers

You acknowledge that the Services may enable or assist you to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that you do so solely at your own risk. We make no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by you, with any such third party. Any contract entered into and any transaction completed via any third-party website is between you and the relevant third party, and not us. We recommend that you refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. We do not endorse or approve any third party provider that we introduce you to, their website nor the content of any of the third-party website made available via the Services.

(12) Non-solicitation

You shall not, without our prior written consent, at any time from the Commencement Date to the expiry of 12 months after the termination or expiry of the Terms, solicit or entice away from us or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of ours in the provision of the Services. Any consent given by us to do so shall be subject to you paying to us a sum equivalent to 20% of the then current annual remuneration of our employee, consultant or subcontractor or, if higher, 20% of the annual remuneration to be paid by you to that employee, consultant or subcontractor.

(13) Events outside our control

(a) We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Terms that is caused by any act or event beyond our reasonable control ("**Event Outside Our Control**"). (b) If an Event Outside Our Control takes place that affects the performance of our obligations under the Agreement: we will contact you as soon as reasonably possible to notify you; and our obligations under the Agreement will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over. (c) You may cancel the Agreement affected by an Event Outside Our Control which has continued for more than 90 days. To cancel please contact us. If you opt to cancel we will refund the price you have paid, less the Charges reasonably and actually incurred us by in performing the Services up to the date of the occurrence of the Event Outside Our Control.

(14) Assignment and other dealings

(a) The Agreement is personal to you, and you shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of your rights and obligations under the Agreement, without our prior written consent. (b) We may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of our rights and obligations under the Agreement. (c) We may novate the Terms (namely to transfer all our rights and obligations under them) at any time to any person, and you agree to give effect to any novation agreements that may be required promptly upon our request and in any event within 14 days and your failure to do so gives us the right to suspend the Services or any Licenses, or terminate the Agreement subject to the Terms.

(15) Confidentiality

(a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by this clause 15. For the purposes of this clause 15, group means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party. (b) Each party may disclose the other party's confidential information: to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the 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 15; and as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. (c) Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Agreement.

(16) Entire agreement

(a) The Terms constitute the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. (b) Each party acknowledges that in entering into the Agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement. (c) This clause 16 applies in full to businesses and to the fullest extent permitted by law if you are a consumer.

(17) Variation

(a) No variation of the Terms by you shall be effective unless it is agreed in writing by the parties (or their authorised representatives). (b) We reserve the right to modify the Terms from time to time without notifying you. Modified Terms will be posted on our Website or sent to you and we recommend that you view them regularly to ensure you are aware of any changes. Changes to the Terms will be deemed to have been accepted by you if you continue to use our Services after they are published to our Website or sent to you. If any changes materially adversely affects your rights and obligations, we will provide written notice to you using your Contact Information and those changes will be effective no sooner than 30 days after we notify you. Your continued use of the Services means you agree to such changes.

(18) Waiver

(a) A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. (b) A failure or delay by a party to exercise any right or remedy provided under the 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 the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

(19) Severance

If any provision or part-provision of the Terms or Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 19 shall not affect the validity and enforceability of the rest of the Agreement.

(20) Communication, notice and notifications

(a) A reference to "writing" or "written" in the Terms includes email. (b) Any notice or other communication given by one of us to the other under or in connection with the Terms must be in writing using our Contact Details and your Contact Information. (c) Electronic notice or other communication is deemed to have been received on transmission. (d) Any notice or communication shall be deemed to have been received: if delivered personally, on signature of a delivery receipt, or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day (a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business) after posting; or if sent by email, at the time of transmission. (e) In proving the service of any notice, it will be sufficient to prove: in the case of a letter, that such letter was properly addressed, stamped and placed in the post; in the case of an email, that the email address of the addressee was used, namely our Contact Details and your Contact Information respectively. (f) This clause 20 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

(21) Third party rights

(a) Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement. (b) The rights of the parties to rescind or vary the Agreement are not subject to the consent of any other person.

(22) Counterparts

(a) In the event that we require signature (or execution) of the Agreement or any part of it to give legal effect to it, it may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement. (b) Transmission of the executed signature page of a counterpart of the Agreement by email (in PDF, JPEG, PNG, HEIC, GIF, or some other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of the Agreement. If this method of transmission is adopted, without prejudice to the validity of the Agreement thus made, each party shall on request provide the other with the "wet-ink" hard copy original of their counterpart. (c) No counterpart shall be effective until each party has executed and delivered at least one counterpart.

(23) No partnership

(a) Nothing in any of our materials or content on our Website or in any Agreement between you and us is intended to, or shall be deemed to, establish any partnership or joint venture between you and us, constitute any party the agent of the other party, or authorise any party to make or enter into any commitments for or on behalf of any other party. (b) Nothing in any of our materials or content on our Website or in communication with you or in any Agreement between you and us is intended to, or shall be deemed to, establish any partnership or joint venture between us and any third party provider or any other person, constitute us an agent of such providers or other persons or vice versa, or authorise us or such providers or other persons to make or enter into any commitments for or on behalf of each other. (c) For the avoidance of doubt, reference to the terms "partner" or "partnership" howsoever written in any content or materials on our Website or stated in any Agreement or communication with you, in respect of any person, are simply terms used for marketing purposes and have no legal effect under the Partnership Act 1890, or otherwise, or analogous law in any jurisdiction.

(24) Mediation

(a) If any dispute arises in connection with the Agreement, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (ADR notice) to the other party, referring the dispute to mediation. A copy of the referral should be sent to CEDR. (b) If there is any point on the logistical arrangements of the mediation, other than nomination of the mediator, upon which the parties cannot agree within 14 days from the date of the ADR Notice, where appropriate, in conjunction with the mediator, CEDR will be requested to decide that point for the parties having consulted with them. (c) Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR notice. The commencement of a mediation will not prevent the parties commencing or continuing court proceedings.

(25) Governing law and jurisdiction

(a) The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales. (b) If you are a business, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation. If you are a consumer, the Agreement, its subject matter and formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.