

Terms and Conditions

1. These Conditions

These Conditions shall, together with the Proposal issued to You by Us describing the Services, constitute the whole agreement between You and SearchQuest Europe Ltd (company number 6898297 GB) (Us) relating to the design and development of the Site.

2. The Services

2.1. We shall:

- a. design the look and feel of the Site;
- b. design, develop and deliver the Site in accordance with the Proposal; and
- c. if We have agreed to provide You with Hosting Services, host the Site from a computer server administered by Us. The provision of the Hosting Services shall be subject to our Hosting Terms and Conditions.

2.2. Our ability to provide the Services is dependent upon your full and timely co-operation which You agree to provide and the accuracy and completeness of any information and data You provide to Us. Accordingly, You shall provide Us with access to, and use of, all content, information, data and documentation reasonably required by Us for our performance of the Services under this agreement.

2.3. If You don't respond to a request for information or content within 30 days of such a request being made by a member of the team allocated to progress the Site, We may conclude that You have cancelled your requirement for the provision of the Services. The consequences of this are set out in clause 9 of these Conditions.

2.4. Save in respect of any content created by Us, You shall be responsible for the accuracy and completeness of the content of the Site.

3. Development and Acceptance of Site

3.1. Once We have completed the design and development of the Site in accordance with the Proposal, We shall run a series of "Acceptance Tests". The Acceptance Tests test the technical functionality (but not the content) of the Site against any Site specifications in the Proposal or the agreed design. We will explain the detail of such tests at the relevant time.

3.2. "Acceptance" of the Site shall occur when the Site has passed the Acceptance Tests. Please be aware that whilst We aim to deliver a Site that contains all of your required content, Acceptance of the Site is not reliant upon all of the required content being included

if We have requested this content at least 30 days before the Acceptance date but it has not been provided to Us.

- 3.3. Acceptance of the Site will trigger payment of the final instalment of the Fee. We will notify You when the Acceptance Tests have been passed and provide the results of the Acceptance Tests to You in writing if You request.
- 3.4. If any failure to pass the Acceptance Tests results from a defect which is caused by an act or omission by You, the Site shall be deemed to have passed the Acceptance Tests despite the defect. We will help You to remedy the defect by supplying additional services or products but You may need to pay Us for such additional services at our then current Fees and prices.

4. **Payment Terms**

You will pay the Fee on the dates specified above. Invoices will be sent on or before each payment date and must be settled within 14 days of the payment date.

5. **Consequences for Late Payment**

- 5.1. If our Fee is not settled in accordance with our payment terms then, without prejudice to any other rights We may have, We reserve the right to suspend performance of the Services until payment is received in full. Prompt payment is therefore required in order that no disruption to the Services provided by Us takes place. We may also be entitled to assume that You no longer require the Services. The consequences of this are set out in clauses 9 and 10 of these Conditions.

6. **Disclosure and Intellectual Property**

- 6.1. Neither party shall at any time disclose to any third party any confidential information of the other party which is acquired prior to or during the term of this Agreement or in the course of the provision of the Services.
- 6.2. We may include the statement "Designed, Promoted & Powered by SQ Digital" on the home page of the Site in a form to be agreed. We may also include the Site in our Portfolio.

7. **Intellectual Property Rights**

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks 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.

- 7.1. All Intellectual Property Rights in the Site (excluding any content of the Site supplied by You) arising in connection with this agreement shall be our property, but We grant You a non-exclusive licence of such Intellectual Property Rights for the purpose of operating the Site only.
- 7.2. You shall ensure that the content provided by You for the Site does not infringe any applicable laws, regulations or third party rights (including material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing, blasphemous or in breach of any third party Intellectual Property Rights) (known as “Inappropriate Content”)
- 7.3. Save where You have engaged Us to create content, You acknowledge that We have no control over any content placed on the Site by visitors and We will not monitor the content of the Site. We reserve the right to remove content from the Site where We reasonably suspect such content is Inappropriate Content. We shall notify You promptly if We become aware of any allegation that any content on the Site may be Inappropriate Content.
- 7.4. You shall indemnify Us against all damages, losses and expenses arising as a result of any action or claim that the content You have supplied for the Site infringes the Intellectual Property Rights of a third party.
- 7.5. We shall indemnify You against all damages, losses and expenses arising as a result of any action or claim that the Site infringes any Intellectual Property Rights of a third party in the UK, other than infringements referred to in clause 7.4.
- 7.6. The indemnities in clause 7.4 and clause 7.5 are subject to the following conditions:
 - a. the indemnified party promptly notifies the indemnifier in writing of the claim;
 - b. the indemnified party makes no admissions or settlements without the indemnifier's prior written consent;
 - c. the indemnified party gives the indemnifier all information and assistance that the indemnifier may reasonably require;
 - d. the indemnified party allows the indemnifier complete control over the litigation and settlement of any action or claim; and
 - e. the indemnities may not be invoked to the extent that the action or claim arises out of the indemnifier's compliance with any designs, specifications or instructions of the indemnified party.

8. Term and Termination:

- 8.1. This Agreement shall come into force on the date that it is signed but We are not required to carry out any work until We have received payment of the Initial Charge.
- 8.2. Unless You cancel the provision of the Services in accordance with the notice requirements in clause 9 or this agreement is terminated earlier in accordance with these Conditions, this Agreement will end on the first anniversary of the date of this Agreement unless We agree to extend it.
- 8.3. On termination of this Agreement We shall be entitled to elect to issue You with an invoice for the balance of the Fee or such lesser amount as We in our absolute discretion decide is a fair reflection of the work done on the Site (including scoping, planning and project management) up to the termination date.
- 8.4. On termination of this Agreement all licences granted by Us to You under this Agreement shall terminate immediately.
- 8.5. On expiry or termination of this agreement otherwise than pursuant to clause 10, We will return all content supplied by You to You, and shall provide You with an electronic copy of the Site (including all content on the Site) upon settlement of the Fee due to Us. We shall provide such assistance as is reasonably requested by You in transferring the hosting of the Site to You or another service provider, subject to the payment of any expenses reasonably incurred.

9. Cancellation of Services by You

- 9.1. In the event that You wish to cancel receipt of the Services provided by Us, You must give Us notice of your intention to do so. You must give Us notice in writing to accounts@sqdigital.co.uk. If You receive an automated response that indicates that We may not have received your email, it is important that You try again or send Us a letter in the post to our registered office.
- 9.2. If You don't respond to a request for information or content within 30 days of a request for information, content or document being made pursuant to clause 2 of these Conditions by a member of the team allocated to progress the Site, We shall be entitled to treat this failure to respond as a cancellation by You of the provision of the Services. It is therefore important that You do respond to such requests.
- 9.3. If You cancel the receipt of the Services or We are entitled under these Conditions to treat a failure to respond as a cancellation, We shall be entitled to elect to issue You with an invoice for the balance of the Fee or such lesser amount as We in our absolute discretion decide is a fair reflection of the work done on the Site (including scoping, planning and project management).

10. Cancellation or Suspension of Services by Us

- 10.1. We can suspend the provision of the Services if You do not meet any of your payment obligations (whether as to the amounts or dates of payment) or We can cancel this Agreement by giving You written notice.
- 10.2. A cancellation notice issued by Us under clause 10.1 will be effective immediately and We shall be entitled to elect to issue You with an invoice for the balance of the Fee or such lesser amount as We in our absolute discretion decide is a fair reflection of the work done on the Site (including scoping, planning and project management).

11. Warranties

- 11.1. We shall perform the Services with reasonable care and skill.
- 11.2. We warrant that the Site will perform substantially in accordance with the agreed Site specifications (as set out in the Proposal or an agreed design) for a period of one month from Acceptance. If the Site does not perform, We shall, for no additional charge, carry out any work necessary in order to ensure that the Site substantially complies with the Site specification.
- 11.3. The warranty set out in clause 11.2 shall not apply to the extent that any failure of the Site to perform is substantially caused by any content supplied by You.
- 11.4. This agreement sets out the full extent of Our obligations and liabilities to You in respect of the supply of the Services. All conditions, warranties or other terms concerning the Services which might otherwise be implied into this agreement or any collateral contract (whether by statute or otherwise) are expressly excluded.

12. Our Liability

- 12.1. We shall not be liable to You for any damage to software, damage to or loss of data, loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage.
- 12.2. Our aggregate liability to You in respect of any claims arising out of or in connection with this Agreement (or any related contract including website hosting or digital marketing), whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed 100% of the Fee actually paid by You to Us under this Agreement.
- 12.3. Nothing in this Agreement shall operate to exclude or limit our liability for:
 - a. death or personal injury caused by our negligence;
 - b. fraud;



- c. any breach of the terms implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or
- d. any other liability which cannot be excluded or limited under English law.

13. **Bankruptcy**

In the event of either party becoming bankrupt or insolvent or committing any act of bankruptcy or insolvency or going into liquidation or in the event that a Receiver or Administrator or Administrative Receiver is appointed in respect of any of its assets then the other party shall have the right to terminate this contract with immediate effect with no further liability (save for any accrued rights of action or damages due to them on the date of termination) to the other party.

14. **Data Protection**

14.1. We will both comply with all applicable requirements of the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy (“Data Protection Legislation”). This Condition 14 is in addition to, and does not relieve, remove or replace, either of our obligations under the Data Protection Legislation.

14.2. The provisions to our Data Protection Terms and Conditions, as amended from time to time, shall apply to this agreement as if there were set out in full in these Conditions.

15. **Governing Law and Jurisdiction**

This agreement and any dispute or claim arising out of or in connection with it or its formation including non-contractual disputes or claims shall be governed by English Law and the parties submit to the exclusive jurisdiction of the courts of England to settle any such dispute or claim.

