

Terms and Conditions

The Client should note the provisions of clause 20 (limitation of liability).

1. Definitions

In this document the following words shall have the following meanings:

Agreement	means the documents comprising an Agreement and includes the Conditions, an Service Order Acknowledgement and its related Purchase Order for Services. If there is any inconsistency between the documents comprising an Agreement, they shall have precedence in the order listed herein.
Client	means the organisation or person with whom an Agreement is made by the Seller, whether directly or indirectly through an agent or third party who is acting for or instructed by or whose actions are ratified by such organisation or person.
Conditions	means these terms and conditions as amended from time to time in accordance with clause 10 (alterations) and clause 19 (variation).
Goods and Services	means the articles, services or things, or part of them, forming the subject of this Agreement and, if applicable, as described in a Purchase Order overleaf including, without limitation, raw materials, strategies, websites, website content, marketing materials, processed materials or fabricated products.
Intellectual Property Rights	means patents, all rights to inventions, prototypes, products, discoveries, techniques or processes, systems, data, information, copyright and related rights, moral rights, trade marks and service marks, trade names, domain names, brand names, rights to goodwill, rights in design, rights in computer software (including source code and object code), database rights, rights in confidential information (including know how and trade secrets) and any other intellectual property rights relating to the Goods and Services in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights owned by the Seller and similar or equivalent rights which subsist or will subsist now or in the future in any part of the world.
Order Acknowledgement	means the Seller's acknowledgement of a Purchase Order for Goods and Services confirming acceptance of that Purchase Order.
Parties	means the Client and the Seller.
Purchase Order	means an order for the purchase of Goods and Services submitted to the Seller by the Client.
Sales of Goods and Services Act	means the Sales of Goods and Services Act 1979.
Seller	means Content North (trading name of Thomas Iveson – Sole Trader).
Business Day	means a day other than a Saturday, Sunday or public holiday when banks in London are open for business.

2. Construction

In these Conditions, the following rules apply:

- 2.1 A person includes a natural person, corporate or unincorporated body (whether or not they have separate legal personality).
- 2.2 A reference to a party includes its personal representatives, successors or permitted assigns.
- 2.3 A reference to 'writing' or 'written' includes faxes, and emails.
- 2.4 Any reference to a statutory provision is a reference to that provision as modified or re-enacted or both from time to time and to any subordinate legislation made under the statutory provision.
- 2.5 Any phrase introduced by the terms 'including' or 'include' or any similar expression shall not limit the sense of the words preceding those terms.
- 2.6 Should any part of the Agreement be found to be invalidated by contradiction or by the Laws governing England and Wales, this fact shall not invalidate the remainder of the Agreement.
- 2.7 By ordering any of the Services, the Client agrees to be legally bound by these Terms and Conditions of business. The Client will be unable to proceed with the transaction if you do not accept these terms and conditions of business.

3. General

The Conditions shall apply to all contracts for the sale of Goods and Services by the Seller to the Client to the exclusion of all other terms and conditions referred to, offered or relied on by the Client, whether in the negotiation or at any stage in the dealings between the Parties, including any standard or printed terms tendered by the Client, unless the Client specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been agreed by the Seller in writing.

4. Orders

- 4.1 Unless verbal or telephone Purchase Orders and any variations to Purchase Orders are confirmed in writing by the Client to the Seller, the Seller shall not be responsible for errors or subsequent misunderstandings.
- 4.2 Notwithstanding that the Seller may have given a detailed quotation, no Purchase Order shall be binding on the Seller unless and until it has been accepted in writing by the Seller by means of an Order Acknowledgement.

5. Price and payment

- 5.1 All prices estimated, quoted or invoiced are in Sterling (UK Pounds) and are found on the Order Page
- 5.2 The price of the Goods and Services will be the price stated in the Order Acknowledgement, being, unless otherwise stated by the Seller, the current list price of the business at the date of the Order Acknowledgement. The Seller's prices are subject to adjustment to take account of any variation in the Seller's costs including (without limitation) variations in wages, the cost of materials, exchange rate fluctuations, alterations of duties and other costs since the date of the Seller's quotation or (if no quotation is issued) the Purchase Order. The Seller accordingly reserves the right to adjust the invoice price by the amount of any increase or decrease in such costs after the price is quoted or the Purchase Order is submitted (as applicable). The invoice so adjusted shall be payable as if the price set out therein were the original Agreement price.
- 5.3 The price is exclusive of VAT, which will be charged at the appropriate rate. The price is also exclusive of transport, packaging, insurance and any other applicable duties or taxes, unless otherwise explicitly agreed.
- 5.4 All invoices of the Seller shall, unless otherwise agreed in writing by the Seller, be paid by the Client within 30 days of the date of the Seller's invoice without deduction or withholding and free of set off or counterclaim. Time for payment shall be of the essence. The Seller shall be entitled to render an invoice for the Goods and Services sold under an Agreement as soon as the Seller has provided an Order Acknowledgement.
- 5.5 The Client may pay sums due to the Seller via Bank Transfer, or by using a PayPal account only.
- 5.6 However, we do not accept the following:
 - a. American Express

- 5.7 The Seller may at their discretion invoice the Client for up to 50% of the total order value before commencing delivery of or work on the Goods and Services should the total value of the Order be above £500. The Seller reserves the right to refrain from work under this agreement until the upfront balance has been received.
- 5.8 The Seller shall be entitled to charge interest on overdue invoices from the date when payment becomes due until the date of payment at the rate of 8.00% per annum above the base rate of Monzo Bank Limited.
- 5.9 If the payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to:
- a. require payment in advance of delivery in relation to any Goods and Services not previously delivered;
 - b. refuse to make delivery of any undelivered Goods and Services whether ordered under an Agreement or not and without incurring any liability whatsoever to the Client for non-delivery or any delay in delivery;
 - c. terminate the Agreement.

6. Order process and formation of a contract

- 6.1 All orders are subject to acceptance and availability. If we are unable to supply you with the Services in your order due to matters such as unavailability of stock, materials, key staff or an Event Outside Our Control or because we have identified a mistake in the description of the Services or the price stated by us, we will notify you. We will not proceed with the order and will refund any sums you have paid us.
- 6.2 Any order placed by you for the Services constitutes an offer to purchase them from us.
- 6.3 You agree that if we contact you to acknowledge receipt of your order such communication shall not amount to our acceptance of your offer to purchase the Services.
- 6.4 A 'Confirmation Notice' means an email which we send to you to confirm that we shall be providing the requested Services. A Confirmation Notice will be our acceptance of the offer made in the order to which that Confirmation Notice relates.
- 6.5 A contract between you and us for the supply of the Services (the 'Contract') incorporating the version of these Conditions in force at the time of your order will come into existence when we send you the Confirmation Notice relating to your order. You may print and keep a copy of the Confirmation Notice for future reference.
- 6.6 If you think that there is a mistake in the Confirmation Notice or if you wish to make any changes, please contact us to discuss this. If you request a change, we will tell you if that is possible and about any changes to the price, delivery or performance dates or any other changes that we need to make as a result of your request. We will ask you if you wish to go ahead with the change.
- 6.7 We may make
- a. changes to these Conditions as a result of changes in any relevant laws and regulatory requirements,
 - b. changes to these Conditions as a result of changes in how we accept payment from you,
 - c. changes in the amount payable by you to the extent of any changes in the VAT included in the price or payable in relation to the price.
- 6.8 If we make any changes in accordance with clause 6.7 we will give you written notice of the changes before we supply the Services. You can choose to cancel the contract if the change would be significantly to your disadvantage.
- 6.9 Any variation to these Conditions which have been incorporated into the Contract or to the Contract other than those mentioned in clause 6.7 shall only be binding when agreed in writing and signed by you and us.

7. Performance of Services

- 7.1 The Services will be performed at the address or by the means specified by us when we accept the order.
- 7.2 When we accept the order, we will confirm estimated start and completion dates for the performance of the Services. We will endeavour to perform the Services in accordance with these estimated dates and will perform the Services within a reasonable time from the date we accept the order.
- 7.3 In the event that an Event Outside Our Control prevents us from performing the Services within a reasonable time from the date we accept the order, clause 14 will apply.
- 7.4 If we need to provide the Services at the premises occupied by you, you will provide access to the premises on the date we have agreed for the Services to be carried out.
- 7.5 If you fail to provide access to the premises on the agreed date,
- a. you must pay us any additional costs incurred by us in providing the Services to you
 - b. in the event that despite our reasonable efforts we are unable to obtain access to the premises to provide the Services, we may end the contract with you. We will refund you any money you have paid less our reasonable costs incurred in attempting to perform the Contract.
- 7.6 If we ask you to provide us with information in order for us to provide the Services, you must provide us with complete and accurate information by the date we request that you provide it by, otherwise:
- a. you must pay us any reasonable sum we charge you to cover any extra work that is necessary as a result of you providing incomplete or inaccurate information.
 - b. you must pay us any additional costs incurred by us in providing the Services to you resulting from you not providing such information to us by the date we have requested.
 - c. we may suspend the Services by giving you written notice unless you agree to pay such extra costs.
 - d. in the event that despite our reasonable efforts we are unable to obtain the requested information from you and are therefore unable to supply the Services, we may end the contract with you. We will refund you any money you have paid less our reasonable costs incurred in attempting to perform the Contract.
- 7.7 We will not be liable for any delay or non-performance due to your failure to provide us with complete and accurate information by the time we have requested.
- 7.8 If we suspend the delivery of the Goods and Services under this clause, you do not have to pay for the Services while they are suspended, but you will remain liable to pay any invoices we have already sent you for Services we have already performed.

8. If there is a problem with the Goods and Services

- 8.1 If the Goods and Services provided do not conform to the Contract due to them not being provided with reasonable care and skill:
- a. you should provide us with details of the problem as soon as reasonably possible;
 - b. if we repeat performance of the Services to fix the problem, we will do so at our own cost and as soon as reasonably practicable.
- 8.2 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Nothing in these Conditions will affect these legal rights.

9. Cancelling your Contract and returns

9.1 Cancelling before Confirmation Notice

- a. You may cancel your order for the Services by notifying us of your decision to cancel at any time prior to us sending you a Confirmation Notice.
- b. You may notify us of your decision to cancel by:

- i. completing a cancellation form found on our Website, printing it and emailing or posting it as detailed below, or
- ii. sending a statement saying that you wish to cancel quoting your name, address, the name or a description of the Services and your order reference number by:
 - 1. Telephone on 07891823443
 - 2. Email at writer@contentnorth.com
 - 3. Post at Content North, C/O DoES Liverpool, 1st Floor, The Tapestry, 68 - 76 Kempston Street, Liverpool, L3 8HL.

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10.2 Cancellation after Confirmation Notice

- a. The 'Cancellation Period' means the period of 14 days starting with and including the day after we send you a Confirmation Notice.
- b. If you wish us to begin to supply the Services during the Cancellation Period, you must request us to do this and you must acknowledge that you will lose the right to cancel once the Services have been fully performed.
- c. Unless the Services have been fully performed under the Contract in accordance with your request and acknowledgement referred to in clause b and subject to clause 10.4, you may cancel the Contract within the Cancellation Period by notifying us of your decision to cancel.
- d. You will lose your right to cancel the Contract once the Services have been fully performed in accordance with your request and acknowledgement.
- e. You may notify us of your decision to cancel by:
 - i. completing a cancellation form found on our Website, printing it and emailing or posting it as detailed below, or
 - ii. sending a statement saying that you wish to cancel quoting your name, address, the name or a description of the Services and your order reference number by:
 - 1. Telephone on 07891823443
 - 2. Email at writer@contentnorth.com
 - 3. Post at Content North, C/O DoES Liverpool, 1st Floor, The Tapestry, 68 - 76 Kempston Street, Liverpool, L3 8HL.

- f. If you cancel the Contract after we have begun the supply of the Services in accordance with your request, you must pay us for the Services we supplied to you before we received notice of your cancellation.

10.3 Refunds on cancellation

- a. So long as you are entitled to cancel and have complied with your obligations under clause 10.2, we will refund you the balance of the price you paid to us after deducting:
 - i. the value of the Services we supplied before we received your cancellation notice.
- b. If the Contract is for the supply of services only or for the supply of goods and services with the main purpose being the supply of services, we will refund you the sum in clause a within 14 days of our receipt of your cancellation notice.
- c. We will refund you the sum in clause a using the same method of payment used by you, unless you agree to a refund by a different method of payment.

10.4 Exception to the right to cancel

You will not have a right to cancel in the following situations:

- a. The Contract is for goods which are bespoke or have been personalised or which may deteriorate (such as food).
- b. The Contract is for goods and/or services the price of which is dependent on fluctuations in the financial market which cannot be controlled by us.
- c. You have specifically requested a visit from us to carry out urgent repairs or maintenance.
- d. The Contract is for the sale of land or financial services.
- e. The Contract is for rental of accommodation for residential purposes.
- f. The Contract is for construction or conversion of buildings.
- g. The Contract is for gaming, betting and lottery services.
- h. The Contract is for accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities where there is a specific date or period for performance.
- i. The Contract is for the supply of newspapers, magazines and other periodicals, except for subscription contracts.

11. Complaints

If you have a comment, concern or complaint about any Services you have purchased from us, please contact us by telephone on 07891823443, by email at writer@contentnorth.com or by post at Content North, C/O DoES Liverpool, 1st Floor, The Tapestry, 68 - 76 Kempston Street, Liverpool, L3 8HL.

12. Delivery and risk

- 12.1 The date of delivery specified by the Seller is an estimate only given in good faith.
- 12.2 The Seller undertakes to use reasonable endeavours to conform to the delivery time estimate provided, but does not guarantee to do so.
- 12.3 Time of delivery shall not be the essence of the Agreement, unless expressly agreed in writing by the Seller and the Seller shall not be liable for any loss, damage or expense suffered by the Client or any other party by reason of any alleged delay in delivery.
- 12.4 Where the Seller is authorised or required by the Client to deliver the Goods and Services to the Client:

- a. all risk in the Goods and Services shall pass to the Client on delivery, of which the client will be notified via email, such that the Client shall be liable for any subsequent loss or damage to Goods and Services however caused;
 - b. the Parties agree that the Seller will be under no obligation to give a notice under section 32(3) of the Sale of Goods and Services Act;
 - c. the Client authorises the Seller to enter into an agreement with the carrier on its standard terms and conditions which the Client confirms shall satisfy the requirements of the Seller under section 32(2) of the Sale of Goods and Services Act.
- 12.5 If delivery is refused by the Client or is delayed, suspended or made by instalments at the request of the Client, risk in the Goods and Services (or any of them not delivered in these circumstances) shall pass to the Client immediately upon such refusal or request by the Client and (without prejudice to the generality of the foregoing) the Seller shall place such Goods and Services into store and the Client shall be responsible to pay the costs of storage and insurance of such Goods and Services and of any attempted delivery of such Goods and Services.
- 12.6 No liability for non-delivery, loss of or damage to the Goods and Services occurring prior to delivery or for any claim that the Goods and Services are not in accordance with an Agreement will attach to the Seller unless claims to that effect are notified in writing by the Client to the Seller: (a) within 7 days of delivery for loss damage or non-compliance with the Agreement or (b) for non-delivery within 10 days of the delivery date specified by the Seller. If the Client fails to give such notice the Goods and Services shall be deemed to be in all respects in accordance with the Agreement and, without prejudice to earlier acceptance by the Client, the Client shall be bound to accept and pay for the same accordingly.
- 12.7 In the event of a valid claim for non-delivery, loss, damage or non-compliance with the Agreement the Seller undertakes at its option either to repair or replace the Goods and Services at its expense but shall not be under any further or other liability to any person in connection with such non-delivery loss damage or non-compliance.
- 12.8 If forwarding instructions are not received within 5 days, or 14 days for export orders, of the Seller's advice to the Client that Goods and Services are ready for despatch, the Seller shall be entitled to make an appropriate storage charge from the date of such advice.

13. Title

- 13.1 In spite of delivery having been made, title in the Goods and Services shall not pass from the Seller until the Client has paid the price of all the Goods and Services under any Agreement and no other sums are due from the Client to the Seller.
- 13.2 Until the property in the Goods and Services passes to the Client, the Client shall hold the Goods and Services and each of them on a fiduciary basis as a custodian/bailee for the Seller. The Client shall store the Goods and Services separately from all other Goods and Services in its possession and marked in such a way that they are clearly identified as the property of the Seller. The Client shall not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods and Services. The Client shall maintain the Goods and Services in satisfactory condition and keep them insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the Client shall produce the policy of insurance to the Seller.
- 13.3 Notwithstanding that the Goods and Services remain the property of the Seller; the Client may sell the Goods and Services in the ordinary course of the Client's business at full market value for the account of the Seller. Until title in the Goods and Services passes from the Seller, the entire proceeds of sale or otherwise of the Goods and Services shall be held on trust by the Client for the Seller.
- 13.4 Until such time as title in the Goods and Services passes from the Seller to the Client, the Client shall, upon request, deliver up such Goods and Services as have not ceased to be in existence or resold, to the Seller. If the Client fails to do so, the Seller may enter upon any premises owned or occupied or controlled by the Client where the Goods and Services are situated and repossess the Goods and Services.
- 13.5 The Seller shall have the right to pursue an action for the price of the Goods and Services notwithstanding that title may not have passed to the Client.

14. Events outside our control

- 14.1 Except for our obligations under this clause, we shall not be responsible for delays or failures in delivery or performance of our obligations to you resulting from any act, event, omission, failure or accident outside our reasonable control ('Event Outside Our Control').
- 14.2 We will take all reasonable steps to minimise a delay in performing our obligations to you which arises from an Event Outside Our Control.
- 14.3 We will promptly notify you of any Event Outside Our Control which prevents us from or delays us in performing our obligations to you, giving details of it and (where possible) the extent and likely duration of any delay.
- 14.4 Our performance will be deemed to be suspended for the period that the Event Outside Our Control continues.
- 14.5 You may end the Contract after we have notified you of an Event Outside Our Control and we will then refund you any money you have paid to us under the Contract for the Services which we have been unable to deliver to you.

15. Our rights of termination

We reserve the right to terminate the Contract by writing to you if you fail to make any payment to us when due and you still do not make payment within 14 days of us reminding you that payment is due.

16. Client's obligations

- 16.1 The Client shall provide the Seller with any information reasonably required by the Seller as well as obtain all necessary permissions and consents including (without prejudice to the generality of the foregoing) promptly obtaining all necessary import licences, clearances, login details, passwords, credentials and other consents necessary for the execution of the Services.
- 16.2 Without prejudice to any other rights to which the Seller may be entitled, in the event that the Client unlawfully terminates or cancels any Agreement, the Client shall be required to pay to the Seller, as agreed damages and not as a penalty, the full amount of any third party costs to which the Seller has committed and in respect of cancellations on less than 7 days' written notice the full price of the Goods and Services as set out in the Agreement, and the Client agrees this is a genuine pre-estimate of the Seller's losses in such a case.

17. Alterations to the Agreement

- 17.1 Subject to clause 19.1, the Parties may, at any time, mutually agree upon variations to an Agreement, save for an Order Acknowledgement, provision for which is set out below.
- 17.2 Any alterations in the scope of Goods and Services to be provided under an Agreement shall be set out in a revised Order Acknowledgement, which shall reflect the changed Goods and Services and price and all other terms agreed between the Parties.
- 17.3 The Client may at any time within 3 days of the Order Acknowledgement request in writing alterations to it. On receipt of the request for alterations, the Seller shall, within 7 days, or such other period as may be agreed between the Parties, advise the Client by notice in writing whether it is prepared to alter the Order Acknowledgement in accordance with the Client's request and, if it is, the basis upon which it is prepared to do so having regard to the changes which the Seller shall require to the price and any other terms previously agreed between the Parties ('an alteration notice').
- 17.4 The Client shall, within 7 days of receipt of an alteration notice, or such other period as may be agreed between the Parties, advise the Seller by notice in writing whether or not it wishes an Agreement to be altered on the basis set out in the alteration notice. If such a notice is given by the Client, the terms of the altered Agreement shall be set out in a revised Order Acknowledgement.

18. Warranty

- 18.1 The Seller warrants that it has the right to sell the Goods and Services, but otherwise the Goods and Services are provided on an 'as-is' basis without warranty of any kind, express or implied, oral or written.
- 18.2 Where the Goods and Services have been manufactured by the Seller and are found under proper use (fair wear and tear excepted) to be defective, the Seller shall repair, or in its sole discretion, replace such defective Goods and Services free of charge within 90 days from the receipt of notification from the Client, subject to the following conditions:
- a. the Client notifying the Seller in writing via email immediately upon the defect becoming apparent;
 - b. the defect being solely due to faulty design, materials or workmanship.
- 18.3 Any Goods and Services to be so repaired or replaced shall be returned to the Seller at the Client's expense where logistics are concerned.
- 18.4 The Client is liable to supply the Seller with necessary information such as password and login credentials when repair or replacement is required.
- 18.5 Where the Goods and Services have been manufactured and supplied to the Seller by a third party, any warranty granted to the Seller shall be passed on to the Client to the extent that the Seller is able and subject to the Goods and Services having been accepted and paid for by the Client.
- 18.6 The Seller shall be entitled in its absolute discretion to refund the price of defective Goods and Services in the event that such price has already been paid.

19. Indemnity

The Client shall indemnify the Seller against all claims (including but not limited to loss of profit), costs and expenses in respect of any dispute, suit, action, arbitration or proceedings that arise out of, or in connection with an Agreement (including without limitation legal fees and other professional fees) which the Seller may incur and which arise, directly or indirectly, from the Client's breach of any of its obligations under an Agreement.

20. Limitation of liability

- 20.1 The following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of:
- a. any breach of any Agreement;
 - b. any use made or resale by the Client of any of the Goods and Services, or of any product incorporating any of the Goods and Services; and
 - c. any representation, statement or tortious act or omission (including negligence) arising under or in connection with any Agreement.
- 20.2 To the extent permitted by law, no liability of any nature shall be incurred or accepted by the Seller in respect of any representation made by the Seller, or on its behalf, to the Client, or to any party acting on the Client's behalf, prior to the making of an Agreement, where such representations were made or given in relation to:
- a. the correspondence of the Goods and Services with any description;
 - b. the quality of the Goods and Services; or
 - c. the fitness of the Goods and Services for any purpose whatsoever.
- 20.3 No liability of any nature, including, but not limited to negligence, shall be incurred or accepted by the Seller in respect of any express term in any Agreement where such term relates in any way to:
- a. the correspondence of the Goods and Services with any description;
 - b. the quality of the Goods and Services; or
 - c. the fitness of the Goods and Services for any purpose whatsoever.

- 20.4 In respect of the Client's obligations regarding Data Protection and the GDPR, the Client agrees without limitation that no liability will be incurred or accepted by the Seller in regards to website security and the holding or processing of end-user data. The Client accepts that responsibility for GDPR, data protection and security provisions remains solely the Client's responsibility.
- 20.5 Without limitation, any implied term under sections 13 to 15 of the Sale of Goods and Services Act 1979 as to the quality, fitness for purpose or description of the Goods and Services, are specifically and unreservedly excluded to the fullest extent permitted by law. In particular, but without limitation, no warranty is given that the Goods and Services are suitable for any specific purpose intended by the Client.
- 20.6 An Agreement shall not constitute a sale by description or sample.
- 20.7 Save as expressly provided in the Agreement, all conditions, warranties and other terms implied by statute or common law are to the fullest extent permitted by law excluded from any Agreement.
- 20.8 The Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of any Agreement shall be limited to the price stated in the Order Acknowledgement.
- 20.9 In no event shall the Seller be liable to the Client for any loss of business, loss of opportunity, loss of profits, loss of good faith, loss of Search Engine Ranking positions, Loss of search engine visibility, loss of website traffic, loss of website conversion rates, loss or decline in website performance metrics, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of contract, loss of use, loss or corruption of data or information or for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses whatsoever (howsoever caused) which arise out of or in connection with any Agreement. This shall apply even where such a loss was reasonably foreseeable or the Seller had been made aware of the possibility of the Client incurring such a loss.
- 20.10 Nothing in an Agreement shall exclude or limit the Seller's liability for death or personal injury resulting from the Seller's negligence or that of its employees, agents or sub-contractors.

21. Termination

- 21.1 The Seller may, by written notice, terminate any Agreement immediately if the Client is in breach of any of the terms of an Agreement, which, if capable of remedy, is not remedied within 7 days of a notice served by the Seller requiring such breach to be remedied. Failure to pay any sums due is a breach of the terms of the Agreement which is not capable of remedy.
- 21.2 Any Agreement shall be terminated if an order is made for bankruptcy of the Client or an effective resolution is passed for the winding-up of the Client or the Client makes a composition with its creditors or if a supervisor, receiver, administrator, administrative receiver or other encumbrancer takes possession of or is appointed over the whole or any part of the assets of the Client.
- 21.3 Any Agreement shall be terminated if either party ceases to carry on its business or substantially the whole of its business or where either party is declared insolvent.
- 21.4 Termination of an Agreement shall not affect any rights or obligations of the Parties arising prior to such termination.

22. Intellectual property rights

- 22.1 The specification and design of the Goods and Services and all Intellectual Property Rights therein shall as between the Parties be the property of the Seller. Where any designs or specifications have been supplied by the Client for manufacture by the Seller or to the order of the Client then the Client warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the Goods and Services shall not infringe the rights of any third party and the Client shall indemnify the Seller against all claims, costs, damages and expenses which the Seller may incur and which arise, directly or indirectly, from the Client's breach of such warranty.
- 22.2 The Client shall not:
- a. claim any right of property in any of the Seller's Intellectual Property Rights;
 - b. register or cause to be registered any Intellectual Property Rights that is similar to or an imitation of any Intellectual Property Rights of the Seller;

- c. make any modifications to the Goods and Services without invalidation of any responsibility for proper functioning on the part of the Seller;
 - d. use any of the Seller's Intellectual Property Rights in any way that might prejudice their distinctiveness or validity or the goodwill of the Seller in them;
 - e. use in relation to the Goods and Services any intellectual property rights other than the Intellectual Property Rights without obtaining the prior written consent of the Seller.
- 22.3 For the avoidance of doubt, nothing in an Agreement confers upon the Client any rights whatsoever in the Seller's Intellectual Property Rights or the goodwill associated with them. The Client acknowledges that, except as expressly provided in this Agreement, it will not acquire any rights in respect of the Seller's Intellectual Property Rights and goodwill and that they are, and shall remain, vested in the Seller.

23. Force majeure

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to, acts of God, decrees or restraints by civil authorities including acts of local and national government, extreme weather conditions, labour disputes of whatever nature including, without prejudice to the generality of the foregoing, work to rule, strikes and lockouts, perils of the sea or air, fire, flood, drought, explosion, pandemic, embargo, war, riots, civil commotions, sabotage, terrorism, breakdown of plant or machinery or shortage or unavailability of labour or raw materials from a natural source of supply, and the Seller shall be entitled in these circumstances to delay or cancel delivery or to reduce the amount delivered.

24. Assignment

- 24.1 The Client shall not be entitled to assign an Agreement or any part of it without the prior written consent of the Seller.
- 24.2 The Seller may assign an Agreement or any part of it to any person, firm or company.

25. Waiver

The failure by either party to enforce, at any time or for any period, any one or more of the terms and conditions of the Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of an Agreement.

26. Variation

Any variation to the Conditions (including any special terms and conditions agreed between the Parties) shall be inapplicable unless agreed in writing by and signed by an authorised person on behalf of the Seller.

27. Severability

If any term or provision of the Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

28. Rights of third Parties

The Parties do not intend that any term of this Agreement shall be enforceable by a third party under the provisions of the Contracts (Rights of Third Parties) Act 1999.

29. Governing law

This Agreement shall be governed by and construed in accordance with the law of England and Wales and the Seller and the Client irrevocably agree that the courts of England and Wales have exclusive jurisdiction in respect of any dispute, suit, action, arbitration or proceedings which arises out of, or in connection with an Agreement.