

STANDARD TERMS AND CONDITIONS OF BUSINESS

These Standard Terms and Conditions of Business (these **Terms**) set out the general terms under which QuayClick Marketing Limited (QuayClick) supplies its clients (the **Client**) services and applies to all work carried out by it unless otherwise agreed in writing. In these Terms, a reference to the Client includes any subsidiary, holding company, entity, partnership, presently or in the future, that directly or indirectly controls, is controlled by, or is under common control of the Client unless the context otherwise requires.

1. Basis of Contract

- (a) Prior to commencing a programme of work (the **Project**), QuayClick shall provide to the Client a proposal (the **Proposal**) for the Services to be provided which shall set out:
 - i. A description of the scope, specification and timescales for the services (the **Specification**) that QuayClick will provide to the Client as part of the programme of work (the **Services**);
 - ii. A description of the deliverables that the Client will receive (the **Deliverables**);
 - iii. Additional terms and conditions specific to the Project; and
 - iv. The fee rates that the Client shall be charged for the Services.
- (b) A Proposal given by QuayClick shall not constitute an offer. The Client's acceptance of a Proposal shall constitute an offer by the Client to purchase the Services from QuayClick in accordance with these Terms. A legally binding contract will come into existence when QuayClick issues written acceptance of this offer or starts to provide the Services (the **Contract**).
- (c) The precise description and nature of the Services provided may vary with each Project and each Project which QuayClick accepts shall be treated as an entirely separate and severable Contract. The Contract shall continue until the Project is complete, unless terminated earlier in accordance with section 16 (Termination).
- (d) Whilst QuayClick will always use its reasonable endeavours to verify the accuracy of any descriptive matter provided, such information when provided in the Proposal is provided solely to give an approximate idea of the Services that will be provided and does not form part of the Contract. It is the responsibility of the Client to ensure that information contained in the Proposal is correct and accurate. Any discrepancies must be notified to QuayClick immediately upon receipt.

2. The Services

- (a) QuayClick shall, so far as is reasonably practicable, supply the Services to the Client in accordance with the Specification and as set out in the Proposal in all material respects.
- (b) QuayClick shall use reasonable endeavours to meet any performance dates specified in the Proposal but any such dates shall be estimates only and time shall not be of the essence for performance of the Services. QuayClick shall not be liable for any loss or damage suffered by the Client because of the delivery of services being delayed or postponed for any reason.

- (c) QuayClick reserves full control of its activities as to the manner and selection of methods with respect to rendering its Services to the Client.
- (d) QuayClick may amend the Specification if the amendments:
 - i. Are necessary to comply with any applicable law, regulatory requirement or the professional or ethical rules of any relevant professional body of which QuayClick or any person delivering the Services to the Client for or on behalf of QuayClick may be a member; or
 - ii. Will not materially affect the nature or quality of the Services, and QuayClick shall notify the Client in any such event.
- (e) Except as set out in these Terms, no variation of the Contract, including the introduction of any additional terms or work, shall be effective unless it is agreed in writing.
- (f) The Client acknowledges that any professional advice provided by QuayClick pursuant to this agreement is for the Client's benefit and cannot be used or relied upon for any other purpose or by anyone else without our prior written agreement.

3. The Consultant

- (a) QuayClick shall appoint a consultant (the **Consultant**) who shall lead the delivery of the Services and report directly to the Client on the progress of the Project. QuayClick shall use reasonable endeavours to ensure that the same person acts as the Consultant throughout the Project but may replace him or her with a suitably qualified and skilled substitute.
- (b) If the Consultant is unable to provide the Services due to illness or injury, QuayClick shall advise the Client of that fact as soon as reasonably practicable.
- (c) QuayClick shall use its reasonable endeavours to ensure that the Consultant is available at all times in normal business hours on reasonable notice to provide such assistance or information as the Client may require.
- (d) QuayClick shall and, shall procure that the Consultant shall, to the extent they work on the Client's premises, respect the internal regulations that have been communicated to them, without such respect implying any subordination to the Client. The Client shall be liable for the health, security and safety of any Consultant whilst they are on the Client's premises. The Client acknowledges that QuayClick may engage sub-contractors to work as Consultants on the Project.
- (e) The Client shall not, without the prior written consent of QuayClick, at any time from the date of the Contract to the expiry of 12 months after the completion of the Services, solicit or entice away from QuayClick or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of QuayClick.
- (f) Unless specifically authorised to do so by the Client in writing, QuayClick and the Consultant will not:
 - i. have any authority to incur any expenditure in the name of or for the account of the Client;
 - ii. have any authority (and will not hold themselves out as having authority) to bind the Client; or
 - iii. hold themselves out as an officer or director of the Client.

4. Client Obligations

- (a) The Client shall designate one employee (the **Principal Contact**) to represent the Client during the Contract. This Principal Contact will act as the primary contact for the Contract and will be authorised to make financial and legal commitments for and on behalf of the Client. The Client undertakes to advise QuayClick in writing should it need to substitute this employee with another. QuayClick reserves the right not to accept instructions from any other person unless otherwise agreed in writing.
- (b) The Client shall co-operate with QuayClick in all matters relating to the Project including but not limited to:
- i. Providing clear and complete instructions to QuayClick in respect of its requirements in relation to the Services or in connection with the Project;
 - ii. Providing such information and materials as QuayClick may request in a timely manner and ensuring that such information is accurate in all material respects;
 - iii. Preparing (at its own cost) and providing access to (without charge) to the relevant premises, systems, data and other facilities as is requested by QuayClick and/or specified in the Proposal;
 - iv. Ensuring its staff are available for physical or electronic meetings, telephone calls, interviews and conferences as deemed appropriate by QuayClick within seven (7) days of a written request being made by QuayClick;
 - v. Notifying QuayClick of any restrictions or issues that may impact on its ability to perform the Project; and
 - vi. Reviewing and approving work in a timely manner.
- (c) The Client shall be responsible for acquiring any permissions, licences or consents which are required or reasonably necessary to enable QuayClick to properly and lawfully provide the Services to the Client.
- (d) If the Client fails to perform any relevant obligation under the Contract or QuayClick 's performance of its obligations under the Contract are prevented or delayed by any act or omission of the Client (or its agents, sub-contractors or employees) (**Client Default**):
- i. QuayClick shall, without limiting its other rights or remedies, have the right to suspend performance of the Services until the Client remedies the Client Default and rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays QuayClick 's performance of any of its obligations;
 - ii. QuayClick shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from QuayClick 's failure or delay to perform any of its obligations under the Contract; and
 - iii. The Client shall reimburse QuayClick on written demand for any reasonable costs, charges or losses sustained or incurred by QuayClick arising directly or indirectly from the Client Default (including without limitation consequential losses, loss of profit and loss of reputation and loss of opportunity to deploy resources elsewhere).

5. Other Activities

Nothing in this Agreement will prevent QuayClick or the Consultant from being engaged, employed or otherwise concerned (as applicable) in any other business, trade, profession or other activity during the term of this Agreement, provided that such activity does not cause a breach of any of QuayClick's or the Consultant's obligations under this Agreement.

6. Authorisation and Client Materials

- (a) The Client confirms and authorises QuayClick to access and use the Client's data, database and systems in respect of the Project and provision of the Services. The Client shall indemnify QuayClick on a full indemnity basis against any loss, damages, costs, expenses or other claims arising from any infringement resulting from use of the information supplied.
- (b) The Client warrants that any materials provided to QuayClick for the Services (the **Client Materials**) are owned exclusively by the Client, or that the Client has permission from the rightful owner to use such material, and will indemnify QuayClick and its sub-contractors from any claim, liability or suit arising from the use of such elements or materials furnished by the Client.
- (c) The Client grants QuayClick a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any Client Materials provided by the Client to QuayClick for the term of the Contract for the purpose of providing the Services to the Client.
- (d) The Client warrants that any Client Material and its use by QuayClick for the purpose of providing the Services will not infringe the copyright or other rights of any third party. The Client shall indemnify QuayClick against any loss, damages, costs, expenses or other claims arising from any such infringement.

7. Change Control

- (a) If either party requests a change to the scope or execution of the Services, QuayClick shall, within a reasonable time, provide a written estimate to the Client of:
 - i. The likely time required to implement the change;
 - ii. Any variations to QuayClick 's fee arising from the change;
 - iii. The likely effect of the change on the Project; and
 - iv. Any other impact of the change on the terms of the Contract.
- (b) If QuayClick requests a change to the scope of the Services, the Client shall not unreasonably withhold or delay consent to it.
- (c) If the Client wishes QuayClick to proceed with the change, QuayClick has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its charges, the programme of work and any other relevant terms of the Contract to take account of the change.

8. Acceptance and Completion

- (a) QuayClick and the Client will work together to complete Project activities in a timely manner. Unless otherwise agreed in writing, completion of the Project shall be deemed to have occurred on whichever is the earliest of:

- i. The Client indicating its acceptance of any Deliverables;
 - ii. The expiry of fourteen (14) days after the provision of any Deliverables; or
 - iii. The use of any Deliverables by the Client in the normal course of its business.
- (b) Any amendments or additional work after completion of the Project shall be classed as additional services and charged separately at QuayClick's prevailing rates.
- (c) Where the Project is ongoing, the provisions of this section 8 shall be deemed modified to the extent necessary to make them effective. If such modification is not possible then this section 8 shall not apply to the Contract.

9. Estimates

- (a) Unless otherwise agreed in writing, statements provided by QuayClick to the Client concerning the total work time, timescales or total costs relating to the provision of the Service or the completion of a Project do not constitute a fixed quotation or fixed price. Such statements are therefore estimates that are supplied in good faith for budgetary purposes only. Whilst reasonable efforts will be made to ensure the estimates are based on the best information available, circumstances may make the estimates inaccurate. Where this happens, QuayClick shall endeavour to provide the Client with a revised estimate in writing.
- (b) Where a budgetary limit in expenditure is agreed in writing with the Client, QuayClick will not exceed that budgetary limit without the prior written authorisation of the Client. For the avoidance of doubt, the Project may not be complete when a budgetary limit is met.

10. Fees

- (a) Unless otherwise agreed in writing, the charges payable for the Services shall be based on the amount of chargeable time spent by Consultants working on the Project and on the fee rates of the individual Consultants as may be amended from time to time.
- (b) Chargeable time shall include any time that a Consultant spends working on the Project including but not limited to correspondence (including emails), time spent travelling, preparing material, producing reports, conducting research, perusing documents, meeting with the Client and other client-related meetings, telephoning, dealing with third parties on the Client's behalf, quality compliance and administering the Project in addition to executing
- (c) Fee rates will be reviewed from time to time. The Client will be given written notice of any fee adjustments at least twenty-eight (28) days prior to their introduction

11. Payments

- (a) Unless otherwise agreed, QuayClick shall periodically invoice the Client for its time, charges, expenses and disbursements (together with VAT where appropriate). QuayClick will typically issue invoices monthly, although large disbursements may be invoiced immediately.
- (b) The Client shall pay each invoice submitted to it by QuayClick in full, and in cleared funds, within 7 days of date of issue of an invoice. Time for payment shall be of the essence of the Contract.

- (c) QuayClick may require the Client to make payments on account in advance of undertaking any work. Where this is the case, QuayClick will allocate funds held for the Client to any invoices issued by QuayClick on the date of their issue. QuayClick reserves the right not to proceed with further work until sufficient funds, as it may determine, have been paid to cover that further work. Any surplus funds will be refunded to the Client when the Project is complete.
- (d) Payment will be made either by cheque or BACS transfer. Cheque payments will be drawn in favour of 'QuayClick Marketing Limited'. BACS transfers will be to the bank account notified to the Client. All payments will be in pounds sterling; unless otherwise agreed in writing.
- (e) All rates quoted by QuayClick are exclusive of Value Added Tax and will be charged, where appropriate, at the prevailing rate. QuayClick's VAT Registration Number is GB:141953905
- (f) Without prejudice to any other right or remedy that QuayClick may have, if the Client fails to pay QuayClick on the due date QuayClick may:
 - i. Charge interest on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of Bank of England, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment.
 - ii. Suspend all Services until payment has been made in full.
- (g) All payments payable to QuayClick under the Contract shall become due immediately on termination of the Contract, despite any other provision. This condition is without prejudice to any right to claim for interest under the law or any such right under the Contract.
- (h) If the Client disputes an invoice then the detail of the claim shall be made in writing by the Client, who will be responsible for ensuring that QuayClick receives such notification within fourteen (14) days of the invoice date. Otherwise, QuayClick shall not be required to enter into negotiations concerning any disputed part of the invoice and shall be entitled to recover the full amount. In cases where QuayClick agrees to amend an invoice, the whole of the invoice involved shall be replaced with a corresponding credit note and a new invoice shall be issued, subject to terms of twenty-eight (28) days and these Standard Terms and Conditions.
- (i) All amounts due under this agreement shall be paid by the Client to QuayClick in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). QuayClick may, without prejudice to any other rights it may have, set off any liability of the Client to QuayClick against any liability of QuayClick to the Client.

12. Intellectual Property Rights

- (a) "Intellectual Property Rights" shall be defined in this agreement as: patents, rights to inventions, copyright and related 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, 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, including the right to sue for and recover damages for past infringements.

- (b) All Intellectual Property Rights and all other rights in the Deliverables (except those identified as Client Material or Third Party Materials) shall be owned by QuayClick up until the later of the completion of the Project and the payment of all sums due from the Client to QuayClick (including fees, VAT, interest, disbursements and legal costs) whereupon all Intellectual Property Rights and all other rights in the Deliverables shall automatically be transferred to the Client.
- (c) The Client shall license all such Intellectual Property Rights and all other rights in the Deliverables to QuayClick free of charge and on a non-exclusive, non-transferable and worldwide basis in perpetuity and QuayClick shall be entitled to make use of the Deliverables in its marketing material, in the provision of its services and otherwise.

13. Confidentiality

- (a) “Confidential Information” shall be defined in these Terms as: information of commercial value, in whatever form or medium, disclosed by the party to the other party, including commercial or technical know-how, technology, information pertaining to business operations and strategies, and information pertaining to customers, suppliers, pricing and marketing and, for clarity, including the Contract and (in the case of QuayClick’s information) and any specifications, inventions, processes and initiatives which are of a confidential nature.
- (b) Each party undertakes not to use the Confidential Information otherwise than in the exercise and performance of its rights and obligations under this agreement (**Permitted Purposes**).
- (c) In relation to the Client's Confidential Information:
 - i. QuayClick shall treat as confidential all Confidential Information of the Client supplied under this agreement. QuayClick shall not divulge any such Confidential Information to any person, except to its own workers and then only to those workers who need to know it for the Permitted Purposes. QuayClick shall ensure that its employees are aware of, and comply with, this section 13; and
 - ii. QuayClick may provide any sub-contractor supplying a Consultant with such of the Client's Confidential Information as it needs to know for the Permitted Purposes, provided that such subcontractor has first entered into a written obligation of confidentiality owed to QuayClick in terms similar to paragraph 13(c)(i) (which QuayClick shall ensure is adhered to).
- (d) In relation to QuayClick 's Confidential Information:
 - i. the Client shall treat as confidential all Confidential Information of QuayClick contained or embodied in the Deliverables or documentation, or otherwise supplied to the Client during the performance of this agreement;

- ii. the Client shall not, without the prior written consent of QuayClick, divulge any part of QuayClick's Confidential Information to any person other than the Principal Contact and other employees of the Client who need to know it for the Permitted Purposes; and
 - iii. the Client undertakes to ensure that the persons mentioned in paragraph 13(d)(ii) are made aware, before the disclosure of any part of QuayClick's Confidential Information, that the same is confidential and that they owe a duty of confidence to the Client in terms similar to paragraph 13(d)(i) (which the Client shall ensure is adhered to).
- (e) The restrictions imposed by paragraph 13(b), paragraph 13(c) and paragraph 13(d) shall not apply to the disclosure of any Confidential Information which:
- i. is now in or hereafter comes into the public domain otherwise than as a result of a breach of this section 13.
 - ii. before any negotiations or discussions leading to this agreement was already known by the receiving party (or, in the case of the Client) and was obtained or acquired in circumstances under which the receiving party was (or, in the case of the Client, the Client) not bound by any form of confidentiality obligation; or
 - iii. is required by law or regulation to be disclosed to any person who is authorised by law or regulation to receive the same (after consultation, if practicable, with the disclosing party to limit disclosure to such authorised person to the extent necessary).
- (f) Each party shall notify the other party if any of its staff connected with the provision or receipt of the Services becomes aware of any unauthorised disclosure of any Confidential Information and shall afford reasonable assistance to the other party, at that other party's reasonable cost, in connection with any enforcement proceedings which that other party may elect to bring against any person.
- (g) On or before the termination of this agreement, the Client shall on request from QuayClick:
- i. return any documents or other materials obtained by it in the course of providing the Services that contain QuayClick's Confidential Information; and
 - ii. irretrievably erase QuayClick's Confidential Information from computer and communications systems and devices owned or used by the Client.

14. Data Protection and Data Processing

- (a) In this agreement Data Controller, Personal Data, and Processing shall have the meanings set out in section 1(1) of the Data Protection Act 1998 and any subsequent equivalent legislation.
- (b) The Client and QuayClick acknowledge that for the purposes of the Data Protection Act 1998 and any subsequent legislation, the Client is the Data Controller and QuayClick is the data processor in respect of any Personal Data.
- (c) QuayClick shall process the Personal Data only in accordance with the Client's instructions from time to time and shall not process the Personal Data for any purposes other than those expressly authorised by the Client.

- (d) Each party warrants to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.
- (e) QuayClick warrants that, having regard to the state of technological development and the costs of implementing any measures, it will:
 - i. take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected; and
 - ii. take reasonable steps to ensure compliance with those measures.
- (f) Each party agrees to indemnify and keep indemnified and defend at its own expense the other party against all costs, claims, damages or expenses incurred by the other party or for which the other party may become liable due to any failure by the first party or its employees or agents to comply with any of its obligations under this section 14.
- (g) The Client acknowledges that QuayClick is reliant on the Client for direction as to the extent to which QuayClick is entitled to use and process the Personal Data. Consequently, QuayClick will not be liable for any claim brought by an individual who is the subject of Personal Data arising from any action or omission by QuayClick, to the extent that such action or omission resulted directly from the Client's instructions.
- (h) QuayClick may authorise a third party (subcontractor) to process the Personal Data provided that the subcontractor's contract:
 - i. is on terms which are substantially the same as those set out in the Contract; and
 - ii. terminates automatically on termination of the Contract for any reason.

15. Insurance and Liability

- (a) QuayClick will maintain in force during the term of this agreement professional indemnity insurance cover in respect of the provision of the Services with reputable insurers to a value of £1,000,000. QuayClick will, on request, supply to the Client copies of such insurance policies and evidence that the relevant premiums have been paid.
- (b) The following provisions set out the entire financial liability of QuayClick (including without limitation any liability for the acts or omissions of its employees, agents and subcontractors) to the Client in respect of:
 - i. any breach of the Contract howsoever arising;
 - ii. any use made by the Client of the Services, the Deliverables or any part of them; and
 - iii. any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising under or in connection with the Contract.
- (c) All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

- (d) Nothing in these conditions excludes the liability of QuayClick for: death or personal injury caused by QuayClick's negligence; or for fraud or fraudulent misrepresentation.
- (e) Subject to paragraph 15(b) and paragraph 15(c), QuayClick shall not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for: loss of profits; loss of business; depletion of goodwill or similar losses; loss of anticipated savings; loss of goods; or loss of contract; or loss of use; or loss or corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- (f) Subject to paragraph 15(b) and paragraph 15(c), QuayClick's total liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the fee paid for the Services or, where the supply of the Services is ongoing, the fee paid for the Service during the 12 months immediately preceding the date on which the claim arose.
- (g) The Client shall indemnify and at all times keep QuayClick fully indemnified from and against all liabilities, proceedings, 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 professional costs and expenses) suffered or incurred by QuayClick arising out of or in connection with any breach, non-performance or non-observance of any of the covenants, warranties, representations, undertakings and agreements of the Client contained or implied in the Contract. For the avoidance of doubt, the Client shall indemnify QuayClick on a full indemnity basis against any loss, damages, costs, expenses or other claims arising from any infringement of Intellectual Property Rights belonging to third parties.

16. Termination

- (a) Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party thirty (30) days' written notice. For the avoidance of doubt, the Client will be liable to pay all outstanding time, disbursement and expense charges incurred by the Client up to and until the end of the notice period served under this paragraph.
- (b) Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
 - i. the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment;
 - ii. the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified in writing to do so;
 - iii. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose

- of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
 - iv. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - v. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- (c) Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.
- (d) Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

17. Independent Contractor Status

- (a) The relationship of QuayClick (and the Consultant) to the Client will be that of independent contractor and nothing in this agreement shall render it (nor the Consultant) an employee, worker, agent or partner of the Client and QuayClick shall not hold itself out as such and shall procure that the Consultant shall not hold himself out as such.
- (b) This agreement constitutes a contract for the provision of services and not a contract of employment.

18. Special Provisions applicable to Work Types

This agreement applies in its entirety to all services provided by QuayClick. In addition, the following special provisions will apply:

(a) Website Design

- (i) The Client shall supply all content, images and text prior to QuayClick commencing a website project.
- (ii) The website will be set live once the final payment has been received from the Client.
- (iii) The Client agrees that QuayClick is entitled to reproduce samples of the Client's website(s) in its portfolio and marketing materials.
- (iv) QuayClick uses its own website builder platform so all websites designed by it require a hosting subscription with QuayClick. QuayClick does not typically design websites on other platforms such as Wordpress, Drupal, Joomla or custom HTML.

(b) Hosting

- (i) Hosting subscription is payable quarterly in advance. The Client must maintain a current subscription with QuayClick, which reserves the right to suspend your website if the subscription becomes overdue.

- (ii) The Client may give notice to cancel the hosting contact at any time without giving any reason. The notice period will be 30 days from the date QuayClick receives said notification. Any unused subscription will be forfeited.
- (iii) QuayClick may cancel the hosting contract at any time without giving any reason and shall incur no liability to the Client for cancellation of the hosting contract.
- (iv) The Client may move its website to its own account with QuayClick's provider and set up a new hosting contact.

19. Force Majeure

QuayClick shall not in any circumstances have any liability to the Client under the Contract if it is prevented from, or delayed in, performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of QuayClick or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Consultancy or sub-contractors.

20. Assignment and Other Dealings

- (a) The Client shall not, without the prior written consent of QuayClick, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) QuayClick may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

21. Notices

- (a) Any notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or by email.
- (b) Any notice shall be deemed to have been received:
 - i. if delivered by hand, on signature of a delivery receipt;
 - ii. if by email, at 9.00 am on the day following the day the email was sent; and
 - iii. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- (c) This section 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.

22. Entire Agreement

- (a) The Proposal (and documents referred to therein) and these Terms constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements,

promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- (b) These Terms apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. For the avoidance of doubt, no terms or conditions put forward by the Client or contained in any correspondence shall be binding on QuayClick.
- (c) Each party acknowledges that in entering into the Contract 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 Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation (or negligent misstatement) based on any statement in the Contract.
- (d) Nothing in this section shall limit or exclude any liability for fraud.

23. Variation

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

24. Severance

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

25. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

26. Third Party Rights

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

27. Governing Law

The Contract, 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.

28. Jurisdiction

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 Contract or its subject matter or formation.