



## **Terms & Conditions of Business**



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**STANDARD SERVICE TERMS AND CONDITIONS**

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**BACKGROUND:**

**The Studio 4 Creative Limited** a company limited by shares and registered in England under company number 6585985 and whose registered office is at Grosvenor House, Central Park, Telford TF2 9TW, ("**Studio 4**") provides web development, hosting, graphic design, digital and print marketing services. Studio 4 has skill, knowledge and experience in that field. These terms and conditions ("**Terms and Conditions**") shall apply to the provision of services by Studio 4 to its clients, to the exclusion of all others.

**1. Definitions and Interpretation**

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>"Agreement"</b>	means the agreement entered into by Studio 4 and the Client incorporating these Terms and Conditions (or variation thereof agreed by both Parties) which shall govern the provision of the Services, and which may be set out in a Quotation;
<b>"Business Day"</b>	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in London;
<b>"Client"</b>	means the party requiring the Services from Studio 4 who shall be identified in a Quotation;
<b>"Commencement Date"</b>	means the date on which provision of the Services will commence;
<b>"Data Protection Legislation"</b>	means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made under it); and the Privacy and Electronic Communications Regulations 2003 as amended;

<b>"Fees"</b>	means any and all sums due from the Client to Studio 4, as may be described in a Quotation or as may otherwise be agreed by the parties;
<b>"Quotation"</b>	means a written quotation issued by Studio 4 to the Client setting out details of the Services and Fees;
<b>"Services"</b>	means the services to be provided by Studio 4 to the Client in accordance with Clause 2 of the Agreement, as defined in the Quotation, and subject to these Terms and Conditions; and
<b>"Term"</b>	means the time period for the supply of the Services to the Client, as confirmed in the Quotation.

2. **Each reference in these Terms and Conditions to:**

- 2.1 **"writing"**, and any similar expression, includes a reference to any communication by email or similar means;
- 2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 2.3 **"these Terms and Conditions"** is a reference to these Terms and Conditions as amended or supplemented at the relevant time;
- 2.4 a **"Party"** or the **"Parties"** refer to the parties to the Agreement.

3. **Provision of the Services**

- 3.1 With effect from the Commencement Date, Studio 4 shall, throughout the Term of the Agreement, provide the Services to the Client.
- 3.2 Studio 4 shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the marketing services sector in the United Kingdom. Whilst Studio 4 build websites and advise on marketing, no guarantees can be given about the potential success, level of sales or enquiries relating to any marketing campaign which Studio 4 has agreed to work with you on. Studio 4 can accept no responsibility or liability to you if your website does not achieve profitability or any other targets or results which you set.
- 3.3 Studio 4 shall act in accordance with all reasonable instructions given to it by the Client provided such instructions are compatible with the specification for the Services contained in the Quotation.
- 3.4 Studio 4 shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.

- 3.5 Studio 4 shall use reasonable endeavours to accommodate any reasonable changes in the Services that may be requested by the Client, subject to the Client's acceptance of any related reasonable changes to the Fees that may be due as a result of such changes.
- 3.6 Time will not be of the essence for the delivery and completion of the Services.
- 3.7 Studio 4's hours of business are 9am to 5.30pm Monday to Thursday and 9am to 5pm on Fridays. Studio 4 will respond to any out of hours request in the next working day.
- 3.8 Important Note: Studio 4 reserves the right where there are sums due to Studio 4 which have not been paid in full and on time or where the Client is otherwise in breach of the terms of these Terms and Conditions, to take down the Client's website until the remedy has been breached to Studio 4's satisfaction. Studio 4 will not accept any liability for actions taken in reliance on this right, and the Client agrees that Studio 4 shall not be liable for any loss or expense the Client incurs as a result and in connection with their breach. Further, the Client hereby indemnifies Studio 4 for any legal or other costs it incurs in connection with this.
- 3.9 Domain Name Renewal: The Client is responsible for the renewal of their domain names. Studio 4 may automatically renew domains unless written notice has been given by the Client prior to the renewal date.

#### **4. Website and Hosting Services**

- 4.1 The Client is solely responsible for the contents of its website, and for the back up and retention of its contents and data. The Client must advise Studio 4 immediately if its password is stolen or lost. The Client may not, under any circumstances, use its website to publish content which is illegal, unlawful or pornographic. It is the Client's responsibility to ensure that documents or other materials made available through the website are not protected by intellectual property laws or rights of privacy.
- 4.2 Studio 4 build all websites to a certain version of PHP that is relevant to the build at the time. Studio 4 does not update PHP versions as a matter of course which may mean the Client's site could become more vulnerable over time if the Client's PHP version is not upgraded. Studio 4's servers currently support PHP 7.4 and upwards and so Studio 4 currently recommends the Client's site should be running this as a minimum. Plugins are also not updated as a matter of course and some may contain certain functionalities that are only available in legacy versions. If a plugin cannot currently run in 7.4 or above, Studio 4 would advise that this plugin is not used, or a suitable replacement is found. Implementation of any updated plugins, PHP or Wordpress upgrades that incur a cost will be quoted for prior to implementation.
- 4.3 Cookie/Privacy Policies: Studio 4 does not provide cookie or privacy policies for use of the website. It is the Client's responsibility to provide Studio 4 with the policies it wishes to have available on its website.
- 4.4 Studio 4 will not be held responsible for any data breach in the event that the Client's login name and password is used by any unauthorised party. The Client also agrees to indemnify Studio 4 in full and on demand against any charges or cost it incurs which arise from any such breach.
- 4.5 It is the Client's responsibility to make regular back-ups of their data and files that are used in connection with the services provided by Studio 4. Studio 4 will not accept responsibility for losses or data or other information due to hardware failures or cyber security breaches

beyond Studio 4's reasonable control. Studio 4 will retain information and data relating to the services provided for a minimum period of 12 months from its receipt, although in many cases the actual time it is retained will be longer. If you require retention for a time period exceeding this, please let Studio 4 know in writing and Studio 4 will confirm if that can be agreed, and whether they are any applicable fees.

- 4.6 The Client should take all reasonable steps to ensure that it does not upload any virus to the website which could infect Studio 4's server or other equipment.
- 4.7 The Client agrees to indemnify Studio 4 in full and on demand from and against any and all liabilities, expenses (including legal fees) and damages arising out of claims based upon or relating to the use of the Client's website, including any claim of libel, defamation, violation of rights of privacy or publicity, loss of service, non-supply, fraud, infringement of intellectual property or other rights.
- 4.8 The Client will be required to provide 2 months' notice in writing if hosting services are no longer required. Transfer of domain names will incur a fee of £30 per domain.
- 4.9 Studio 4 is not responsible for any losses resulting from fraudulent activity in relation to transactions being made on the Client's website. It is the responsibility of the Client to ensure that transactions are completed prior to dispatch of any goods ordered through the Client's website.
- 4.10 ALL websites are hosted on Studio 4's cloud servers managed by ANS Group. To find out more about ANS Group please click here <https://www.ans.co.uk/>
- 4.11 All domains are registered through a domain registrar. This is most commonly Heart Internet.

## **5. Email hosting and services**

- 5.1 Studio 4 will under no circumstances monitor the content of any Client email routed via Studio 4 or systems hosted by Studio 4, save under authority of law or court order. Email is entirely the responsibility of the Client and the Client is responsible for sending email in accordance with all applicable legislation (including data protection legislation). Studio 4 will take reasonable steps to ensure accurate and prompt routing of email messages but will not accept any liability for non-receipt or misrouting. Studio 4 will not accept responsibility for losses or data or other information due to hardware failures or cyber security breaches beyond Studio 4's reasonable control. Back up of the Client's email is entirely the responsibility of the Client, and Studio 4 does not hold any back up of the Client's email or other data.
- 5.2 It is the responsibility of the Client to ensure that any list of email addresses or data supplied to Studio 4 has been legally obtained and permission has been given to the Client by appropriate parties to allow them to email such addresses. The Client agrees to indemnify Studio 4 in full and on demand from and against any and all liabilities, expenses (including legal fees) and damages arising out of claims where Studio 4 has distributed content to email addresses supplied by the Client. The Client should not use Studio 4's servers or network to send unsolicited or spam e-mail to other internet users regardless of whether Studio 4 are referred to or not either directly or indirectly in such postings. Failure to comply with this obligation will result in the termination of the Agreement without refund.

## 6. Retention of Data and Information.

Studio 4 will retain information and data relating to the Services provided to you for a minimum period of 12 months from its receipt, although in many cases the actual time it is retained will be longer. If you require retention for a time period exceeding this, please let us know in writing and Studio 4 will confirm if that can be agreed, and whether they are any applicable fees.

## 7. Client's Obligations

- 7.1.1 The Client shall promptly provide all pertinent information to Studio 4 that is necessary for Studio 4's provision of the Services.
- 7.1.2 The Client warrants and confirms to Studio 4 that it has obtained all necessary consents and permissions in relation to the use by Studio 4 of any data or information (including personal data) supplied by it for the provision of Services by Studio 4, and that it complies with all relevant legislation relevant to and in connection with the provision of Services by Studio 4.
- 7.1.3 In the event that Studio 4 requires the decision, approval, consent or any other communication from the Client in order to continue with the provision of the Services or any part thereof at any time, the Client shall provide this in a reasonable and timely manner.
- 7.1.4 Any delay in the provision of the Services resulting from the Client's failure or delay in complying with any of the provisions of Clause 7 of the Agreement shall not be the responsibility or fault of Studio 4. If there is any such delay caused by the Client's failures, Studio 4 will use reasonable endeavours to promptly re-schedule the work to be undertaken in the provision of the Services to the next available time slot.
- 7.1.5 In the event of any breach by the Client of the provisions of this Clause 7 which results in Studio 4 incurring loss or expense, the Client will indemnify Studio 4 in full and on demand for all such sums incurred.
- 7.1.6 The Client is responsible for the accuracy and completeness of the information, documents, or materials it supplies to Studio 4 for the provision of the Services, and shall promptly provide Studio 4 with any updates, additions or corrections. If the updates, additions or corrections mean that Studio 4 is required to undertake extra work in dealing with them in the provisions of the Services, Studio 4 reserves the right to charge a fee representing the extra time involved (calculated by reference to Studio 4's current list of prices).

7.2 The Client is reminded of the need to ensure it takes a back up of its website content, artwork and data, as per clause 4.1)

## 8. Fees and Payment

- 8.1 The Client shall pay the Fees to Studio 4 in accordance with the provisions of the Quotation and in line with these Terms and Conditions.
- 8.2 Studio 4 shall invoice the Client for Fees due in accordance with the provisions of the Quotation. Unless agreed otherwise in writing, Studio 4's invoices are payable within 30 days of the date of the invoice. Unless the Client raises any valid query concerning

an invoice within 7 days of the date of the invoice, it shall be paid in full by the Client on or before the due date. Where a valid query is raised by the Client, Studio 4 will investigate the concern. Once the concern has been addressed by Studio 4, it shall be paid as directed by Studio 4 at that time.

- 8.3 All payments required to be made pursuant to the Agreement shall be made in pounds sterling in cleared funds to such bank as Studio 4 may from time to time nominate, without any set-off, withholding or deduction.
- 8.4 Where any payment pursuant to the Agreement is required to be made on a day that is not a Business Day, it may be made on the next following Business Day.
- 8.5 Any sums which remain unpaid following the expiry of the period set out in sub-Clause 8.2 of the Agreement shall incur interest on a daily basis at 4% above the base rate of Barclays Bank plc from time to time until payment is made in full of any such outstanding sums.
- 8.6 In addition to the right in Clause 3.8 above, Studio 4 reserves the right to suspend the provision of the Services whilst any invoice remains unpaid and overdue. Should the suspension of the Services occur due to the Client's non-payment, the Client agrees that Studio 4 shall have no liability to the Client for any direct or indirect losses or expenses it suffers as a result, including claims for loss of business, profit or goodwill.
- 8.7 The title to all products designed and/or supplied by Studio 4 to the Client remains with Studio 4 until all sums are paid by the Client in full and on time. By agreeing to these Terms and Conditions, the Client agrees to allow Studio 4 access to its premises (if appropriate) so that Studio 4 can recover possession of such products in the event of a non-payment and in exercising its rights under this clause.

## **9. Liability and Indemnity**

- 9.1 In the event that Studio 4 fails to perform the Services with reasonable care and skill it shall investigate the cause of concern for the Client and propose and execute a plan to remedy the breach for the Client. The Client shall not take any action in relation to any proven breach by Studio 4 unless or until a remedial plan and any action taken under it has been completed by Studio 4.
- 9.2 Studio 4's total liability for any loss or damage caused as a result of its negligence or breach of the Agreement shall be limited to the sum paid by the Client in Fees for the Services provided in the previous 12-month period (or whatever shorter period applies if 12 months has not expired).
- 9.3 Studio 4 shall not be liable for any loss or damage suffered by the Client that results from the Client's failure to follow any instructions given by Studio 4.
- 9.4 Nothing in these Terms and Conditions nor in the Agreement shall limit or exclude Studio 4's liability for death or personal injury.
- 9.5 The Client shall indemnify Studio 4 against any costs, liability, damages, loss, claims or proceedings arising from loss expense or damage incurred or suffered as a result of any breach by the Client of any of the terms of this Agreement.
- 9.6 Neither Party shall be liable to the other or be deemed to be in breach of the

Agreement by reason of any delay in performing, or any failure to perform, any of that Party's obligations if the delay or failure is due to a force majeure (as defined in Clause 11) or any cause beyond that Party's reasonable control.

- 9.7 The Client's contract is with Studio 4 and not with any individual associated with or employed by Studio 4. Any duty of care owed to you is the responsibility of Studio 4 in line with these Terms and Conditions, and not of any individual, whether or not that individual is working on, or is involved in the provision of Services in which a duty of care is assumed or imposed.

## **10. Confidentiality and Intellectual Property**

10.1 Each Party undertakes that, except as provided by sub-Clause 6.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Agreement and for 2 years after its termination:

- a) keep confidential all Confidential Information;
- b) not disclose any Confidential Information to any other party;
- c) not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;
- d) not make any copies of, record in any way or part with possession of any Confidential Information; and
- e) ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 10.1 a) to d).

10.2 Either Party may:

(a) disclose any Confidential Information to:

- 1. any sub-contractor or supplier of that Party;
- 2. any governmental or other authority or regulatory body; or
- 3. any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

(b) to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 10.2 a) or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of Clause 10, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

10.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information that is not public knowledge.



- 10.3 The provisions of this Clauses 10.1 and 10.2 shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.
- 10.4 Unless otherwise agreed by the parties, all intellectual property rights in the Services (and the resulting products, or services) shall remain in the ownership of Studio 4. To the extent necessary, Studio 4 grants to the Client a royalty free non-exclusive licence to use such rights, and Studio 4 can elect (upon receipt of a written request from the Client) to transfer such rights to the Client on payment by the Client of all sums due to Studio 4 under the terms of this Agreement.

## **11. Force Majeure**

- 11.1 No Party to the Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet supplier failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, pandemic or epidemic, governmental action or any other event that is beyond the control of the Party in question.
- 11.2 In the event that a Party to the Agreement cannot perform their obligations under these Terms and Conditions as a result of force majeure for a continuous period of six months, the other Party may at its discretion terminate the Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services provided up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of the Agreement.

## **12. Term and Termination**

- 12.1 The Agreement shall come into force on the Commencement Date and shall continue for the Term from that date, subject to the provisions of this Clause 12, and subject to any earlier termination of the Agreement pursuant to these Terms and Conditions.
- 12.2 Either Party may terminate the Agreement by giving to the other not less than three month's written notice, which where there is a minimum term of the Agreement (defined in the Quotation) must expire on or at any time after the minimum term.
- 12.3 Either Party may immediately terminate the Agreement by giving written notice to the other Party if:
- (a) any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid within 20 Business Days of the due date for payment;
  - (b) the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 10 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
  - (c) an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
  - (d) the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

- (e) the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);
- (f) anything equivalent to any of the above under the law of any jurisdiction occurs in relation to the other Party;
- (g) the other Party ceases, or threatens to cease, to carry on business;
- (h) control of the other Party is acquired by any person or connected persons not having control of that other Party on the date of the Agreement. For the purposes of Clause 8, “control” and “connected persons” shall have the meanings set out in Sections 1124 and 1122 of the Corporation Tax Act 2010; or

12.4 For the purposes of sub-Clause 12.3 b), a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.

12.5 The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

### **13 Effects of Termination**

13.1 Upon the termination of the Agreement for any reason:

- (a) any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable;
- (b) all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;

13.2 Termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which existed at or before the date of termination;

- a) subject as provided in this Clause 13 and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and
- b) each Party shall (except to the extent referred to in Clause 10) immediately cease to use, either directly or indirectly, any Confidential Information.

### **14 Data Protection**

Studio 4 will only use the Client’s personal information as set out in Studio 4’s Privacy Notice available on Studio 4’s website.

## 15 Data Processing

- 15.1 In this Clause 15 and in the Agreement, “personal data”, “data subject”, “data controller”, “data processor”, and “personal data breach” shall have the meaning defined in Article 4 of the UK GDPR.
- 15.2 The Parties shall comply with all applicable data protection requirements set out in the Data Protection Legislation. Neither this Clause 15 nor the Agreement shall relieve either Party of any obligations set out in the Data Protection Legislation and shall not remove or replace any of those obligations.
- 15.3 For the purposes of the Data Protection Legislation and for this Clause 15 and the Agreement, Studio 4 is the “Data Processor” and the Client is the “Data Controller”.
- 15.4 If relevant and applicable, the type(s) of personal data, the scope, nature and purpose of the processing, and the duration of the processing shall be set out in Schedule 1.
- 15.5 The Data Controller shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Data Processor for the purposes described in these Terms and Conditions.
- 15.6 The Data Processor shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under these Terms and Conditions:
- (a) Process the personal data only on the written instructions of the Data Controller unless the Data Processor is otherwise required to process such personal data by law. The Data Processor shall promptly notify the Data Controller of such processing unless prohibited from doing so by law.
  - (b) Ensure that it has in place suitable technical and organisational measures (as approved by the Data Controller) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures. Measures to be taken shall be agreed between the Data Controller and the Data Processor and set out in Schedule 1 to these Terms and Conditions.
  - (c) Ensure that any and all staff with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential; and
  - (d) Not transfer any personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are satisfied:
    - 1. The Data Controller and/or the Data Processor has/have provided suitable safeguards for the transfer of personal data;
    - 2. Affected data subjects have enforceable rights and effective legal remedies;
    - 3. The Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and
    - 4. The Data Processor complies with all reasonable instructions given in advance by

the Data Controller with respect to the processing of the personal data.

- (e) Assist the Data Controller at the Data Controller's cost, in responding to any and all requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office);
  - (f) Notify the Data Controller without undue delay of a personal data breach;
  - (g) On the Data Controller's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Data Controller on termination of the Agreement unless it is required to retain any of the personal data by law; and
  - (h) Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause 15 and to allow for audits by the Data Controller and/or any party designated by the Data Controller.
- 15.7 The Data Processor shall not sub-contract any of its obligations with respect to the processing of personal data under this Clause 15.
- 15.8 Either Party may, at any time, and on at least 20 Business Days' notice, alter the data protection provisions of the Agreement, replacing them with any applicable data processing clauses or similar terms that form part of an applicable certification scheme. Such terms shall apply when replaced by attachment to Schedule 1.

## **16 No Waiver**

No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

## **17 Further Assurance**

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Agreement into full force and effect.

## **18 Costs**

Subject to any provisions to the contrary each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Agreement.

## **19 Set-Off**

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.

## **20 Assignment and Sub-Contracting**

- 20.1 Subject to sub-Clause 20.2 the Agreement shall be personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights, or sub-contract or otherwise delegate any of its obligations without the written consent of the other Party, such consent not to be unreasonably withheld.

- 20.2 Studio 4 shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of Studio 4.

## **21 Time**

The times and dates referred to in the Agreement shall be for guidance only and shall not be of the essence of the Agreement and may be varied by mutual agreement between the Parties.

## **22 Relationship of the Parties**

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

## **23 Third Party Rights**

No part of the Agreement shall confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

## **24 Notices**

- 24.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 24.2. Notices shall be deemed to have been duly given:
- (i) when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
  - (j) when sent, if by e-mail and a successful transmission report or return receipt is generated; or
  - (k) on the second Business Day following mailing, if mailed by national ordinary mail, postage prepaid; or
  - (l) on the tenth Business Day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, or e-mail address notified to the other Party.

## **25 Entire Agreement**

- 25.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 25.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

## **26 Counterparts**

The Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts

together shall constitute one and the same instrument.

## **27 Severance**

In the event that one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.

## **28 Dispute Resolution**

- 28.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.
- 28.2 If negotiations under sub-Clause 28.1 of the Agreement do not resolve the matter within 10 Business Days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution ("ADR") procedure.
- 28.3 If the ADR procedure under sub-Clause 28.2 of the Agreement does not resolve the matter within 20 Business Days of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to the courts by either party.

## **29 Law and Jurisdiction**

- 29.1 The Agreement and these Terms & Conditions (including any non-contractual matters and obligations arising out of them) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 29.2 Subject to the provisions of Clause 28 of the Agreement, any dispute, controversy, proceedings or claim between the Parties relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising out of them) shall fall within the jurisdiction of the courts of England and Wales.

### **SCHEDULE 1 – DATA PROTECTION PROVISIONS**

Clause 15.4 refers:

#### **The type(s) of personal data to be processed are/is:**

Contact details for the Client and/or its customers, to include name, address, email address, mobile number, date of birth, bank details

#### **The scope, nature and purpose of the processing is:**

To enable Studio 4 to perform its Services for the Client.

#### **The duration of the processing is:**

For the duration of the Term of this Agreement, and for a period of time afterwards not exceeding 3 years.