(1)   **Iosys Web Technologies Ltd** a company registered in England and Wales under number 07972236 whose registered office is at **Unit 1F Low House Business Centre, Cleabarrow, Windermere, Cumbria, LA23 3NA** ("the Developer") and

(2)   ("the Client")

WHEREAS:

(1)   The Developer carries on the business of website design, development, hosting, and related services.

(2)   The Client wishes to engage the Developer to provide website design, development, hosting, and related services subject to the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1.   **Definitions and Interpretation**

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Acceptance Retests"	means the retests to be carried out in the event of Defects as set out in Clause 6 and Schedule 2;
"Acceptance Tests"	means the tests to be carried out on the Website as set out in Clause 6 and Schedule 2;
"Business Day"	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England and Wales;
"Client Site Materials"	means any and all content provided by the Client to the Developer for incorporation into the Website;
"Commencement Date"	Means date of agreement.
"Confidential Information"	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
"Data Protection Legislation"	means the Data Protection Act 2018 and (for so long as and to the extent that EU law has legal effect in the UK) EU Regulation 2016/679 General Data Protection Regulation (the GDPR) and any other directly applicable EU regulation pertaining to privacy;
"personal data" **"data subject"** **"data controller"** **"data processor" and** **"personal data breach"**	shall each have the meaning defined in Article 4 of the GDPR;
"Defect Report"	means a report of Defects compiled by the Developer as described in sub-Clause 6.3;

"Defect"	means any failure in the Website that causes it to fail any part of the Acceptance Tests;
"Developer Site Materials"	means any and all content provided or created by the Developer for incorporation into the Website;
"Hosting Fees"	means the sums to be paid by the Client to the Developer for the hosting services, as agreed by the Parties, as set out in Schedule 5;
"Hosting Specification"	means a document setting out the particulars of the hosting services that the Client requires the Developer to provide, attached as Schedule 4;
"Intellectual Property Rights"	means patents, rights to inventions, copyright and related rights (including moral rights), trade marks, business names, domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets) and all other intellectual property rights, 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 or protection which either subsist or will subsist now or in the future in any part of the world;
"Non-Developer Defect"	means any failure in the Website that causes it to fail any part of the Acceptance Tests that has been caused by an act or omission of the Client, or by any other party associated with the Client for whom the Developer has no responsibility;
"Project Fees"	means the sums to be paid by the Client to the Developer for the Developer's Services, as agreed by the Parties, as set out in Schedule 3;
"Project Manager"	means a Project Manager appointed by either Party under sub-Clause 4.1;
"Project Milestone"	means one of multiple phases that the design and development of the Website shall be divided into, as set out in the Project Specification;
"Project Specification"	means a document setting out in detail the work which the Client requires the Developer to perform, attached as Schedule 1;
"Retest Period"	means the period within which the Acceptance Retests shall be carried out, as specified in sub-Clause 6.7;
"Server"	means a web server operated and administered by the Developer, as described in Schedule 4;
"Services"	means the website design and development services to be provided by the Developer to the Client pursuant to this Agreement;
"Testing Period"	means the period within which the Acceptance Tests shall be carried out, as specified in sub-Clause 6.1;

"User Content"	means any and all content uploaded or otherwise submitted to the Website by its users; and
"Website"	means the website to be designed, developed, and hosted by the Developer pursuant to this Agreement.

Unless the context otherwise requires, each reference in this Agreement to:

1.2.1   "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2   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 and shall include all subordinate legislation made from time to time;

1.2.3   "this Agreement" is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;

1.2.4   a Schedule is a schedule to this Agreement;

1.2.5   a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule; and

1.2.6   a "Party" or the "Parties" refer to the parties to this Agreement.

The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

Words imparting the singular number shall include the plural and vice versa.

References to any gender shall include any other gender.

References to persons shall include corporations.

2.   **Scope of Services, Project Specification, and Client Site Materials**

The Parties have prepared and agreed upon the Project Specification and Hosting and Management Specification for the Website as set out in Schedules 1 and 4 respectively.

The Developer shall provide the Services which shall include the design, development, and delivery of the Website in accordance with the Project Specification and in accordance with the Project Milestones set out therein.

The Developer shall host and manage the Website on the Server in accordance with the Hosting and Management Specification.

Either Party may request or propose amendments to the Project Specification and/or to the Hosting Specification. Any proposed amendments must be made in writing.

Within 7 (seven) Business Days of receipt of a request or proposal under sub-Clause 2.4, the Developer shall notify the Client in writing of the terms upon which such amendments are to be accommodated, including the effect on the Project Fees, the Project Specification, the Hosting and Management Fees, and/or the Hosting and Management Specification.

Within 3 (three) Business Days of receipt of the Developer's notice under sub-Clause 2.5, the Client shall notify the Developer in writing of its acceptance of the Developer's changes to the Project Fees, Project Specification, Hosting Fees, and/or Hosting and Management Specification, or shall request a meeting with the Developer to discuss the same further.

The Client Site Materials shall be provided by the Client in accordance with the Project Specification, following the completion and acceptance of the Website as determined by the Client, or as requested by the Developer as under sub-Clause 3.1, as applicable.

The Developer shall include a promotional statement on the home page of the Website.

3. **Client's Responsibilities**

The Client shall promptly, at the Developer's request, provide the Developer with any and all information, data, documentation, and Client Site Materials that the Developer reasonably requires in order to perform its obligations under this Agreement.

The Client shall be fully responsible for the Client Site Materials and for the content, accuracy, and completeness thereof and shall indemnify the Developer against any and all damages, losses, and expenses arising as a result of any claims or proceedings on the grounds that the Client Site Materials contain any material that is unlawful or otherwise offensive (including, but not limited to, material that is obscene, pornographic, offensive, defamatory, threatening, incites violence, or that breaches the Intellectual Property Rights of any third party).

The Client hereby acknowledges that the Developer's ability to perform its obligations under this Agreement is dependent on the Client's full and timely cooperation and the Client hereby agrees to provide the same.

4. **Project Management and Reporting**

For the duration of the design and development of the Website (that is, until the Website is deemed accepted by the Client under sub-Clause 6.9 or 6.10), each Party shall appoint a Project Manager who shall be responsible for liaising with the other Party on all matters under this Agreement. Each Project Manager shall have the necessary knowledge and experience of all relevant matters, and the authority to commit the Party by whom they are appointed.

5. **Third-Party Software**

The Third-Party Software set out in Schedule 6 shall be supplied and incorporated into the Website in accordance with the applicable software licence agreements.

The licence fees payable for the Third-Party Software shall form a part of the Project Fees payable under Clause 7 and are set out in Schedule 3.

6. **Development, Testing, and Acceptance**

Upon completion of the design and development of the Website by the Developer in accordance with the Project Specification and Project Milestone, the Client shall have a upto 14 Business Day Testing Period during which it shall carry out the Acceptance Tests on the Website as specified in Schedule 2.

In the event that the Acceptance Tests are not passed, the Client shall inform the Developer at the end of the Testing Period of all Defects in writing.

Upon receipt by the Developer of the Client's information under sub-Clause 6.2, the Developer shall have a period of upto 30 Business Days to compile the Client's reports of Defects into a Defect Report which the Developer shall provide to the Client in writing by the end of that period.

Upon receipt by the Client of the Defect Report, the Parties shall agree upon a mutually acceptable time to discuss the Defects and to agree upon solutions and a suitable timetable for implementing such solutions.

In the event that a fault or failure is found to have been caused by an act or omission of the Client, or by any other party associated with the Client for whom the Developer has no responsibility, such a Non-Developer Defect shall not be considered a Defect for the purposes of the Acceptance Tests. If only Non-Developer Defects are present, the Website shall be deemed to have passed the Acceptance Tests and the provisions of sub-Clause 6.9 shall apply.

Defects shall be remedied by the Developer at no additional cost to the Client. The Client may request that the Developer remedy any Non-Developer Defects, however the Developer shall reserve the right to charge the Client in full for such remedial work at its then-current rates for such work and to require full payment of the same in advance.

Where applicable, upon the completion by the Developer of any and all necessary work to remedy Defects identified during the Acceptance Tests, the Client shall have upto Business Day Retest Period during which it shall carry out the Acceptance Retests on the Website (or the affected parts thereof, as appropriate) as specified in Schedule 2.

In the event that the Acceptance Retests are not passed, the Client shall have the following options (all of which shall be without prejudice to the Client's other rights and remedies):

6.8.1   to require the Developer to remedy the remaining Defects and to agree upon a suitable timetable and deadline for the completion of that remedial work and subsequent Acceptance Retests. If the Website fails the Acceptance Retests again, the Client may require the repetition of the steps in this sub-Clause 6.8.1 or it may proceed under sub-Clauses 6.8.2 or 6.8.3; or

6.8.2   to accept the Website in its then-current state, subject to a reasonable reduction in the Project Fees payable to the Developer which shall be agreed upon between the Parties in writing within 7 Business Days of the completion of the Acceptance Retests. If the Parties do not agree upon such a reduction within the time limit, the Client shall be entitled to reject the Website in accordance with sub-Clause 6.8.3; or

6.8.3   to reject the Website in its entirety for failure to comply with the Project Specification and this Agreement. This Agreement shall be terminated immediately, and the Developer shall refund to the Client any and all sums already paid by the Client to the Developer under this Agreement within 14 (fourteen) Business Days.

The Website shall be deemed to have been accepted when all Acceptance Tests and (where applicable) Acceptance Retests have been passed and no Defects remain (excluding Non-Developer Defects and any Defects accepted by the Client under sub-Clause 6.8.2). Upon successful completion of the Acceptance Tests, the Client shall confirm the same by means of a Final Project Acceptance Form which it shall return to the Developer without undue delay.

Notwithstanding the foregoing provisions of this Clause 6, the Client shall be deemed to have accepted the Website before the Acceptance Tests and (where applicable) Acceptance Retests have been passed if:

6.10.1   the Client uses the Website or any part of it in the course of business other than for testing purposes in accordance with the Acceptance Tests or Acceptance Retests specified in Schedule 2; or

6.10.2   the Acceptance Tests or Acceptance Retests are unreasonably delayed for a period of more than 7 (seven) Business Days by the Client without the Developer's written agreement to such a delay and to extend the relevant Testing Period or Retest Period.

Within 7 Business Days of acceptance of the completed Website, the Developer shall deliver the completed Website to the Client and begin hosting the Website on its Server.

7.   **Fees and Payment**

The Client shall pay to the Developer the Project Fees and Hosting and Management Fees, calculated in accordance with Schedules 3 and 5 respectively, within the timeframes therein.

Any and all sums invoiced under this Agreement shall be exclusive of VAT.

If the Client fails to make any payment due to the Developer on or by the due date for payment, then, without prejudice to the Developer's other rights and remedies (including, but not limited to those under Clause 16), the Client shall pay interest on the overdue sum from the due date for payment until the payment of that overdue sum, whether before or after judgment.

Interest under sub-Clause 7.3 shall accrue daily at the rate of 4% per annum above the Bank of England's base rate from time to time, and at 7% per annum for any period when that base rate is below 0%.

8. **Website Hosting**

The Developer shall update the Website with any and all Client Site Materials provided to them from time to time by the Client within 7 (seven) Business Days of receipt during the term of this Agreement.

The Developer shall provide the Client with access to the Server for the purposes of enabling the Client to update information on the Website and update the Website with Client Site Materials.

The Developer shall only update the Website with Client Site Materials. The Developer shall have no control over User Content and shall not be responsible for monitoring the same.

Notwithstanding sub-Clause 8.3, if the Developer reasonably believes that any content on the Website (including, but not limited to User Content and Client Site Materials) is unlawful or otherwise offensive (including, but not limited to, material that is obscene, pornographic, offensive, defamatory, threatening, incites violence, or that breaches the Intellectual Property Rights of any third party), it shall inform the Client immediately of such content and shall remove the same immediately.

9. **Intellectual Property**

The Client warrants that they have the right to use all Client Site Materials supplied by them to the Developer and that, where applicable, all necessary permissions and rights have been obtained. The Client (or the applicable licensors, as appropriate) shall retain ownership of all Client Site Materials and all Intellectual Property Rights subsisting therein at all times.

The Developer warrants that they have the right to use all Developer Site Materials supplied by them as part of the Website and that, where applicable, all necessary permissions and rights have been obtained.

The Developer shall retain ownership of all Intellectual Property Rights subsisting in the Website until the Project Fees are paid in full by the Client. Upon receipt by the Developer of all sums due, the Developer shall assign the ownership of the same to the Client immediately, and the Parties shall execute all documents necessary to give effect to that assignment.

The Developer shall indemnify the Client against all damages, losses, and expenses arising out of any claims or proceedings brought by a third party for the infringement of the third party's Intellectual Property Rights by any part of the Website created or supplied by the Developer provided that the Client:

9.4.1   promptly notifies the Developer in writing of the claim or proceedings;

9.4.2   makes no admissions or settlements without the Developer's prior written consent;

9.4.3   provides the Developer with all information and assistance that the Developer may reasonably require; and

9.4.4   gives the Developer sole authority to defend or settle the claim or proceedings.

The Client shall indemnify the Developer against all damages, losses, and expenses arising out of any claims or proceedings brought by a third party for the infringement of the third party's Intellectual Property Rights by any part of the Client Site Materials provided that the Developer:

9.5.1   promptly notifies the Client in writing of the claim or proceedings;

9.5.2   makes no admissions or settlements without the Client's prior written consent;

9.5.3   provides the Client with all information and assistance that the Client may reasonably require; and

9.5.4   gives the Client sole authority to defend or settle the claim or proceedings.

The indemnities set out in this Clause 9 shall not apply to the extent that the claims or proceedings in question arise out of the indemnifying Party's compliance with any instructions or materials provided by the indemnified Party.

The Developer shall not use any Client Site Materials, any Developer Materials assigned to the Client under this Agreement, or any part of the Website in the creation of any website or other material of any kind for any third party.

10. Warranties

Each Party hereby warrants to the other that it has the full power and authority to enter into, and perform its obligations under, this Agreement.

The Developer shall perform its obligations under this Agreement with reasonable care and skill in accordance with generally established and recognised practices and standards prevailing in the website design, development, and hosting industry.

The Developer warrants that the Website shall be free of errors, viruses, and material defects and that it will perform in accordance with the Project Specification for the duration of this Agreement from the date that acceptance takes place. In the event that the Website does not perform in accordance with the Project Specification, the Developer shall ensure that the Website complies with the Project Specification without undue delay and at no additional cost to the Client.

The warranty provided in sub-Clause 10.3 shall not apply to the extent that any non-conformity with the Project Specification arises out of modifications made to the Website by the Client or any third-party without the direct involvement of the Developer.

11. Liability

The Developer shall not be liable to the Client for any damage to software or hardware, damage to or loss of data, or for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill, or business opportunity, or for any indirect or consequential loss or damage.

The Client shall not be liable to the Developer for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill, or business opportunity, or for any indirect or consequential loss or damage.

Nothing in this Agreement shall limit either Party's liability under sub-Clause 11.5 or Clause 13 and no sums to be paid thereunder shall count towards the cap on each Party's liability under sub-Clause 11.4.

Subject to sub-Clause 11.3, each Party's total liability to the other in respect of any claims based on any events in any calendar year arising out of or in connection with this Agreement, whether in contract, tort (including negligence), or otherwise shall not exceed twice the total contract value for the preceding 12 month period.

Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury caused by that Party's negligence; fraud; any breach of the terms implied by Section 12 of the Sale of Goods Act 1979 or by Section 2 of the Supply of Goods and Services Act 1982; the deliberate or wilful misconduct of that Party, its employees, agents, or sub-contractors; or for any other form of liability which cannot be limited or excluded by law.

12. **Data Protection**

All personal data that the Parties may use in connection with this Agreement shall be collected, processed, and held in accordance with the provisions of the Data Protection Legislation. Nothing in this Agreement shall relieve either Party of any obligations set out in the Data Protection Legislation or replace any obligations set out in the Data Protection Legislation.

Complete details of each Party's collection, processing, storage, and retention of personal data including, but not limited to, the purposes for which personal data is used, the Parties' legal bases for using such personal data, details of data subjects' rights, and personal data sharing (where applicable) are available in the Parties' respective Privacy Policy available from their websites.

13. **Data Processing**

The Parties hereby agree that they shall both comply with all applicable data protection requirements set out in the Data Protection Legislation. This Clause 13 shall not relieve either Party of any obligations set out in the Data Protection Legislation and does not remove or replace any of those obligations.

For the purposes of the Data Protection Legislation and for this Clause 13, the Client is the data controller and the Developer is the data processor.

The type(s) of personal data, the category or categories of data subject, the scope, nature and purpose of the processing, and the duration of the processing are set out in Schedule 9.

The Client shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Developer for the purposes described in this Agreement.

The Developer shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under this Agreement:

13.5.1 process the personal data only on the written instructions of the Client unless the Developer is otherwise required to process such personal data by law. The Developer shall promptly notify the Client of such processing unless prohibited from doing so by law;

13.5.2 ensure that it has in place suitable technical and organisational measures (as approved by the Client) 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 are set out in Schedule 9;

13.5.3 ensure that any and all of its employees with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential;

13.5.4 not transfer any personal data outside of the European Economic Area without the prior written consent of the Client and only if the following conditions are satisfied:

a) the Client and/or the Developer has/have provided suitable safeguards for the transfer of personal data;

b) affected data subjects have enforceable rights and effective legal remedies;

c) the Developer complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and

d) the Developer complies with all reasonable instructions given in advance by the Client with respect to the processing of the personal data.

13.5.5   assist the Client at the Client'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);

13.5.6   notify the Client without undue delay on becoming aware of a personal data breach;

13.5.7   on the Client's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Client on termination of this Agreement unless it is required to retain any of the personal data by law; and

13.5.8   maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause 13 and to allow for audits by the Client and/or any party designated by the Client.

The Developer shall not sub-contract any of its obligations with respect to the processing of personal data under this Agreement without the prior written consent of the Client. In the event that the Developer appoints such a sub-processor, the Developer shall:

13.6.1   enter into a written agreement with the sub-processor, which shall impose upon the sub-processor the same obligations as are imposed upon the Developer by this Clause 13 and which shall permit both the Developer and the Client to enforce those obligations; and

13.6.2   ensure that the sub-processor complies fully with its obligations under that agreement and the Data Protection Legislation.

In the event that the Developer sub-contracts its obligations with respect to the processing of personal data under sub-Clause 13.6, as between the Client and the Developer, the Developer shall remain fully liable for all acts and omissions of the sub-processor.

Either Party may, at any time, and on at least 1 months' notice, alter this Clause 13, replacing it with any applicable data processing clauses or similar terms that form part of an applicable certification scheme. Such terms shall apply and replace this Clause 13 by attachment to this Agreement.

14.   **Network and Information Systems Security**

The Developer has in place the security measures to protect its network and information systems set out in Schedule 10. The Developer hereby warrants that the information provided in Schedule 10 is accurate and up-to-date and that it shall inform the Client immediately of any changes made thereto.

The Developer shall notify the Client immediately in the event that it becomes aware of any security incident affecting its network and information systems that has the potential to affect the Client. The Developer shall respond without undue delay to any and all queries or requests from the Client with respect to any such incident, irrespective of whether that incident has been discovered by the Client or the Developer, and at all times keeping in mind the extent of any reporting obligations applicable to the Client under the Network and Information Systems Regulations 2018 (the "NIS Regulations") and any other statutory or regulatory time limits with which the Client is required to comply.

The Developer shall use its reasonable endeavours to ensure business continuity for the Client at all times.

The Developer shall at all times co-operate fully with the Client with respect to compliance with the NIS Regulations. Such co-operation and compliance shall include, but not be limited to, requests for information in the event of security incidents (suspected or actual) and inspections by regulatory authorities.

15. **Confidentiality**

Each Party undertakes that, except as provided by sub-Clause 15.2 or as authorised in writing by the other Party, it shall, at all times during the term of this Agreement and for 5 (five) years after its termination or expiry:

15.1.1 keep confidential all Confidential Information;

15.1.2 not disclose any Confidential Information to any other party;

15.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;

15.1.4 not make any copies of, record in any way, or part with possession of any Confidential Information; and

15.1.5 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 15.1.1 to 15.1.4 above.

Either Party may:

15.2.1 disclose any Confidential Information to:

a) any sub-contractor or supplier of that Party;

b) any governmental or other authority or regulatory body; or

c) any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by this Agreement (including, but not limited to, the design, development, and hosting of the Website), 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 15.2.1(b) or any employee or officer of any such body) obtain and submit 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 this Clause 15, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

15.2.2 use any Confidential Information for any other purpose, or disclose it to any other person, to the extent only that it is at the date of this 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 which is not public knowledge.

The provisions of this Clause 15 shall continue in force in accordance with their terms for a period of 5 (five) years after the termination or expiry of this Agreement, notwithstanding the termination of this Agreement for any reason.

16. **Term and Termination**

This Agreement shall commence on the Commencement Date and, subject to the provisions of this Clause 16, shall continue on a rolling 12 (twelve) month basis. The Client must give 90 (ninety) calendar days' notice prior to the anniversary of the Commencement Date to terminate this Agreement.

Without prejudice to any other rights or remedies which may be available to it, either Party may terminate this Agreement with immediate effect by written notice to the other Party if:

16.2.1 any sum owing to that Party by the other Party under any of the provisions of this Agreement is not paid within 60 Business Days of the due date for payment;

16.2.2 the other Party commits any other material breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within 30 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;

16.2.3 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;

16.2.4 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);

16.2.5 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);

16.2.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;

16.2.7 that other Party ceases, or threatens to cease, to carry on business; or

16.2.8 control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of this Agreement. For the purposes of this Clause 16, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.

The termination or expiry of this Agreement shall be without prejudice to any rights, remedies, obligations, or liabilities which have already accrued to either of the Parties under this Agreement.

On the termination or expiry of this Agreement:

16.4.1 all licences granted to the Developer by the Client under this Agreement shall terminate immediately;

16.4.2 the Developer shall return all Client Site Materials and any and all copies of the Project Specification in its possession to the Client without undue delay;

16.4.3 the Developer shall provide all such assistance as is reasonably required by the Client in order to transfer the Website to another host, subject to payment by the Client of any and all reasonable costs incurred by the Developer in providing such assistance;

16.4.4 any provision of this Agreement that either expressly or impliedly survives the expiry termination of this Agreement shall remain in full force and effect.

17. **Force Majeure**

Neither Party 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.

In the event that either Party to this Agreement cannot perform their obligations hereunder as a result of force majeure, the affected Party shall be entitled to a reasonable extension of the time for performing those obligations.

In the event that either Party to this Agreement cannot perform their obligations hereunder as a result of force majeure for a continuous period of 3 (three) months, the other Party may at its discretion terminate this Agreement by written notice at the end of that period.

18. **No Waiver**

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

shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

19. **Further Assurance**

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

20. **Costs**

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

21. **Assignment and Sub-Contracting**

Subject to sub-Clauses 13.6 and 22.2, this Agreement is personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge), sub-licence, or otherwise delegate any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

Subject to sub-Clause 13.6, the Developer 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 this Agreement, be deemed to be an act or omission of the Developer.

22. **Relationship of the Parties**

Nothing in this 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 this Agreement.

23. **Third Party Rights**

Unless expressly stated otherwise, no part of this Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

Subject to this Clause 24 this Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

24. **Notices**

All notices under this 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.

Notices shall be deemed to have been duly given:

24.2.1   when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

24.2.2   when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

24.2.3   on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

24.2.4   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, e-mail address, or facsimile number notified to the other Party.

25. **Entire Agreement**

This 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.

Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty, assurance or other provision (made innocently or negligently) except as expressly provided in this Agreement.

26. **Counterparts**

This 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 this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

28. **Law and Jurisdiction**

This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.