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VACCODA.

Terms & Conditions

Our full terms and conditions of service

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1. General

These are the main terms of business of the Agency (the “**terms**”).

In the terms: the “**Agency**” shall mean Vaccoda Limited (Registered in England no: 6886432) and any successors or assigns.

“**Authorised Representatives**” means in the case of the Agency, any director, and in the case of the Client, any director, partner or sole proprietor.

“**Client**” shall mean any individual, firm, company or other party with whom the Agency contracts or seeks to contract.

“**Contract**” means any agreement for the provision of Services and/or Materials by the Agency to the Client.

“**Estimate**” or “**Quotation**” means any estimate or revised estimate or quotation sent to the Client by the Agency on the Agency’s headed notepaper or by email detailing, inter alia, the description and price of the Materials and/or Services.

“**Services**” means any contracts for the provision of design consultancy services to the Client of whatsoever nature, including the Materials.

“**Sub Contractor**” shall mean all suppliers

engaged by the Agency to undertake services required by the Agency.

“**Materials**” shall mean design visuals, disc located digital reproduction/artwork, films, display material, printed items, digital media and all matter analogous to the above.

2. Costs

2.1 The Client has 30 days within which to accept the Estimate or Quotation provided by the Agency for Services in accordance with these terms. For the avoidance of doubt, the current costs for any Contract shall be the costs indicated on the latest Estimate or Quotation (by date).

2.2 The Client shall pay the Agency such sums at such times as specified in the Estimate. Estimates are based on the Client’s estimated costs of production at a specific time and, unless otherwise agreed, the Agency reserves the right to amend the estimated costs for the Materials or Services on, or at any time after, acceptance of an Estimate by the Client. The Agency will give the Client reasonable notice of any variation of the Estimated Costs.

2.3 Before a Sub Contractor is employed by the Agency, the Agency shall get an estimate from the Sub Contractor and seek the Client’s approval to the Sub Contractor’s fees. Once approved, the Client will be liable for the Sub Contractor’s costs.

2.4 The Client may not cancel, rescind, or repudiate any Contract with the Agency except with the prior written agreement of the Agency and on terms that will include their payment of all the cost of all labour and materials used, damages, charges and expenses incurred by the Agency on the project to date and as a result of cancellation, rescission or repudiation of the contract.

2.5 Time for payment for the Services and/or the Materials shall be of the essence.

2.6 The Client shall be deemed to have authorised the Agency to purchase all Materials once any Estimate or Quotation is accepted.

2.7 Except as otherwise agreed between the parties, the Materials and/or Services are accepted by the Client on the basis that the price quoted is exclusive of any value added tax, special packing materials, carrier charges, delivery, insurance or customs duties, which costs shall be borne directly by the Client.

3. Tax

The Agency will charge Value Added Tax on all sums referred to in the estimate or Invoice where this is deemed to be payable.

4. Copyright

Where advertising, photography, artwork or design has been commissioned, the parties agree that copyright for all work carried out is

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Our full terms and conditions of service

retained by the Agency.

Where any such material has been supplied to the Client for its use the parties agree it shall only be used directly for the purposes authorised by the Agency. Once the Agency has received payment in cleared funds, the reproduction and publication rights shall transfer to the Client, but until such time will remain vested in the Agency and the Client shall hold such material as bailee until the Agency has been paid in full.

5. Client's property

5.1 Except in the case of a client who is not contracting in the course of a business or holding himself out as doing so, the Client's property and all property supplied to the Agency by or on behalf of the Client shall while it is in the possession of the Agency or in transit to or from the Client be deemed to be at the Client's risk unless otherwise agreed and the Client should insure its property accordingly.

5.2 The Agency shall be entitled to make a reasonable charge for the storage of any Client's property left with the Agency before receipt of the order or after notification to the Client of completion of the work.

6. Variations

Variations to these Terms shall only be permissible if agreed in writing by Authorised Representatives of the parties.

7. Illegal matter

7.1 The Agency shall be under no obligation to print or publish any matter which in its opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights or any third-party.

The Agency shall be indemnified by the Client in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed for the Client.

7.2 The Client expressly warrants that it is the owner of or that it has permission to reproduce or publish any trademarks, service marks, logos or get up or copyright in any documentation or copy which it requires or requests the Agency to reproduce, engross, transmit or publish and will keep it indemnified from any actions, costs, or losses sustained by the Agency as a result of any claim against it, or failure or neglect on the Client's part to obtain such permission.

The Client further expressly warrants that any material provided to the Agency, or request made of the Agency, is not defamatory and will keep the Company indemnified against any actions from third parties for defamation.

8. Liability

8.1 Apart from damages claimed from death or personal injury, only direct other losses directly

arising from the Agency's work shall be the Agency's responsibility and all other claims are expressly excluded.

8.2 Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to the Agency and the carrier within three clear days of delivery (or, in the case of non-delivery, within 28 days of dispatch of the goods) and any claim in respect thereof must be made in writing to the Agency and the carrier within seven clear days so delivery (or, in the case of non-delivery, within 42 days of dispatch). All other claims must be made in writing to the Agency within 28 days of delivery.

The Agency shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the Client proves that (i) it was not possible to comply with the requirements and (ii) advice (where required) was given and the claim made as soon as reasonably possible.

9. Clients obligations

The Client undertakes to do the following:

9.1 Give clear and precise instructions and in respect of matters important to the Client, these must be confirmed in writing (in the form of a technical specification) and confirmed by the Agency.

9.2 To pay in full by return on invoice date, each

The Official Bit

Our full terms and conditions of service

and every invoice or as otherwise detailed in any Estimate; If any invoiced amount remains unpaid after 60 days, we reserve the right to charge a 'late payment charge' of 5% on the outstanding balance or £50 (whichever is greater). This charge will be payable at the start of each 30 day period any such balance remains outstanding.

9.3 Any variation or cancellation of the Agreement by the Client shall give the Agency the right to recover losses flowing therefrom on a full indemnity basis.

9.4 The Client is to adhere to any agreed interim or stage payment billing and payment agreement as agreed between the parties from time to time.

9.5 The Client will continue to give clear and precise instructions throughout the duration of the contract and shall do all that is necessary to assist the Agency in providing the service, by for example, providing all necessary information requested by the Agency in order to progress the project.

10. Proofs

10.1 Proofs of all work may be submitted for Client's approval and the Agency shall incur no liability for any errors not corrected by the Client in proofs so submitted.

10.2 alterations and additional proofs necessitated thereby shall be charged at an

extra cost.

10.3 When style, type or layout is left to the Agency's judgment, any changes made by the Client shall be charged as extra items and shall be invoiced to the Client at the Agency's then current hourly rate.

10.4 If the Client fails to notify the Agency of any amendments, the Client shall be deemed to have checked and accepted the proof and the Agency shall have no liability in respect of claims, charges or variations subsequently necessitated.

11. Standard terms

The Agency will use reasonable endeavors to comply with the printing industry's best practice documents and Codes of Practice provided from time to time and in the event of a conflict between those and these Terms, then these Terms shall prevail.

12. Delivery and Payment

12.1 Delivery of work shall be accepted when tendered.

12.2 Unless otherwise specified, the price quoted excludes delivery.

12.3 Should an expedited delivery of the Service be agreed between the parties, an extra charge may be made to the Client to cover any overtime or any other additional costs involved

in the expedition of the Service.

12.4 Should work be suspended at the request of or delayed through any default of the Client for a period of 30 days the Agency shall immediately upon the expiry of the 30-day period be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.

12.5 The Client will either pay each invoice in full in cash or cleared funds within 30 days from the date of such invoice or on terms detailed in any relevant Estimate or Quotation, failing which the Agency shall be entitled to cease all further work on behalf of the Client without liability in respect of any loss or damage sustained by the Client as a result.

12.6 Notwithstanding the Agency's ability to cease any further work in accordance with clause 12.5 of these terms, the Client shall not in any respect be released from its obligations to the Agency under any Contract.

12.7 All deposits are non-refundable unless the Agency is given 30 days notice before work has commenced. Once any form of work has commenced within the Agency that relates to the project, the deposit becomes non-refundable. In the event of Contract cancellation for any reason, the full outstanding balance of the Contract becomes immediately due, unless agreed otherwise with the directors of the agency.

The Official Bit

Our full terms and conditions of service

12.8 When working in a white label capacity, the Agency reserves the right to forgo all contractual obligations and agreements when an invoice from the Agency to yourselves is over 60 days due, the Agency reserves the right to then contact the Client directly to seek payment / proceed with court action if applicable.

12.9 In the event of Contract cancellation for any reason, the full outstanding balance of the Contract becomes immediately due, unless agreed otherwise with the directors of the agency.

13. Estimates & Quotations

13.1 All prices quoted in our estimates are dependent upon sight of relevant instructions, brief, copy, images, artwork and other such materials. These are liable to change if the initial information or your instructions change.

13.2 – The figures referred to in the Estimate will not be binding on the Agency until the contract has been signed by the Agency and the Client

15. Risk

Risk in the Materials shall pass to the Client on delivery.

16. Property

16.1 Notwithstanding delivery of the Goods (or of any documents representing the Goods) the property in the Goods shall remain with the

Agency until the Client has paid; The Agency in full in cash or cleared funds and the Client shall hold such Goods in a fiduciary capacity as the Agency's bailee until such payment has been made in accordance with clause 12 above.

16.2 Until property in the Goods has passed to the Client in accordance with clause 16.1 above and without prejudice to the Agency's other rights:

16.2.1 The Client shall (unless otherwise agreed by the Agency in writing) take all reasonable steps to ensure that all Goods which are in the possession or control of the Client or the Client's agents or customer are kept fully insured and labelled or otherwise marked and kept apart from all other goods so that they may be readily identified and separated from other goods of the Client and third parties.

16.2.2 The Agency shall have the right to require the Client to deliver up the Goods and if the Client fails to do so to re-possess the Goods and for that purpose to go upon any premises of the Client or any third party where the Goods are stored.

16.2.3 The Agency may maintain an action for the price of the Goods.

17. Variations in quantity

Every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of five percent for

work in one colour only and 10 per cent for other work being allowed for overs or shortage (4 per cent and 8 per cent respectively for quantities over 50,000) the same to be charged or deducted.

18. Delay

18.1 The Agency will use its reasonable endeavours to comply with any date or dates for the supply of the Services and/or the Materials, save that unless the Contract otherwise expressly provides, such date or dates shall constitute only statements of expectation and shall not be binding. Accordingly, the time of the supply of the Services or the Materials shall not be of the essence of the Contract and if the Agency fails to supply the Services or the Materials by any specified date, such failure shall not constitute a breach of the Contract and the Client shall not be entitled to treat the Contract as thereby repudiated or to rescind it or any related contract in whole or in part or claim compensation for such failure or for any consequential loss or damage resulting therefrom.

18.2 If the Agency shall be prevented or hindered from supplying the Services and/or the Materials or any part thereof by any circumstances beyond its reasonable control (Force Majeure) for any Materials and/or services deliverable (within the United Kingdom, by close of business on the fiftieth day from the date of acceptance of the Contract and for any Materials and/or Services deliverable outside the

The Official Bit

Our full terms and conditions of service

United Kingdom, by close of business on the one hundredth day from the date of acceptance of the Contract), performance of the Contract shall be suspended for so long as the Agency is so prevented or hindered PROVIDED THAT if the performance of the Contract shall be suspended for more than one hundred and fifty days the Agency shall be entitled by notice in writing to the Client forthwith to terminate the Contract or cancel any outstanding part thereof and in such circumstances the Client shall pay at the rates specified above for all the Services and/or the Materials supplied and materials used by the Agency to the actual date of such termination and the Agency shall not have any liability to the Client for any direct or consequential loss or damage suffered by the Client as a result of the Agency's inability to perform its obligations under the Contract in the circumstances mentioned above.

18.3 For the purposes of clause 18.2, Force Majeure shall mean fires, strikes, insurrection of riots, embargoes, or delays in transportation, inability to obtain supplies and raw materials or any other circumstances of any kind whatsoever beyond the reasonable control of the Agency which results in the party being in breach of its obligations under this Agreement.

18.4 The Agency shall not be liable for any claim or claims for direct or indirect consequential or incidental injury, loss or damage (other than for death or personal injury as a result of the

Agency's negligence) made by the Client against the Agency (whether in contract or in tort including negligence on the part of the Agency, its servants or agents) arising out of or in connection with the Services or the Materials or any act, omission, neglect or default (whether or not the same constitutes a fundamental breach of the Contract or a breach of a fundamental term thereof) of the Agency, its servants or agents in the performance of the Contract.

18.5 Without prejudice to the generality of the foregoing nothing herein contained shall operate to exclude or restrict liability for breach of any obligation arising from the Supply of Goods and Services Act 1982 as against the Client if he is dealing as a consumer as defined by Section 12 of the Unfair Contract Terms Act 1977.

18.6 The Agency makes no representations as to the benefit of the Client arising out of the provision of the Services and there is neither expressed nor shall there be implied into the Contract any conditions or warranties as to the same.

19. Lien

Without prejudice to any other remedies which the Agency may have, the Agency shall in respect of all debts due and payable by the Client to the Agency have a general lien on all goods and property belonging to the Client in its possession and shall be entitled upon the expiration of fourteen days' notice to the Client to dispose of such goods or property as it thinks

fit and to apply any proceeds of sale thereof to the payment of such debts.

20. Non-assignment

The Client may only assign any claims and obligations under these terms of business to third parties after having obtained the prior written approval of the Agency.

21. Waiver

Any forbearance or waiver of any breach of these Terms shall not prejudice any of the Agency's rights or remedies under the terms of the Contract with the Client.

22. Dispute resolution

The parties will use their best endeavours to attempt to settle any dispute arising from the contract by negotiation in good faith between senior representatives of each party. The dispute will be referred to formal Mediation should the negotiations fail and any matter or matters unresolved by Mediation shall be submitted to the exclusive jurisdiction of the Courts of England and Wales for resolution.

23. Notices

Any notices required to be given to the Client or to the Agency must be given in writing and delivered by hand, by mail, by telex, by facsimile with mail confirmation, at the addresses set out in the main contract (or such other addresses as shall have been notified to the other party in

The Official Bit

Our full terms and conditions of service

writing). If hand delivered, notices are deemed served upon the day following delivery. If sent by first class mail, notices are deemed served on the second day following posting. If sent by telex, notices are deemed served upon receipt of the sender's answer-back. If sent by facsimile, notices are deemed served upon receipt of the sender's confirmation provided that such facsimile notice is followed by confirmation by first class mail.

24. Severability

If any part of these terms of business shall be found by any court to be invalid, the invalidity should not affect the remaining conditions and the parties shall attempt to substitute therefore invalid condition having as near the same effect as the invalid condition as shall be legally permissible.

25. Entire agreement

The Parties confirm that the signed Contract supersedes any previous written or oral agreement between them in relation to the services to be provided and contain the whole agreement between the parties. The Client acknowledges by signing the Contract, that they have not been induced to enter into the Contract by any representation, warranty or undertaking not expressly incorporated into it.

26. Insolvency

26.1 If the Client ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a

person commits an act of bankruptcy or has a bankruptcy petition issued against him, the Agency without prejudice to other remedies shall:

26.1.1 have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to him, and

26.1.2 in respect of all unpaid debts due from the customer have a general lien on all goods and property in possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as he thinks fit and to apply the proceeds towards such debts.

27. Law

If you are a consumer, nothing in these terms affects your statutory rights. The interpretation and application of the Contract and these terms and conditions will be subject to the exclusive jurisdiction of the courts of England and Wales.

28. Third party suppliers

The Agency shall not be liable in respect of any act or omission of any third party appointed by the Client and any agreement made between the Client and any third party shall be a contract

between the Client and the third party and the Agency shall not be a party to that contract, even if the Agency introduced the Client and the Third Party.

29. Websites

The Agency does not have control over the content of the Client's website and shall not be liable in relation to any action made relating to inaccurate or incorrect information and shall not be liable in relation to any other action brought in relation to the content of the website. Any dispute between the Client and the Party hosting the website will be dealt with in accordance with Clause 22 above.

30. Projects

30.1 The Client agrees that an HTML page built from a graphic design may not exactly match the original design because of the difference between the display in design software and the rendering of HTML code by Internet browser software. The Agency agrees to try to match the design as closely as is possible when building the code.

30.2 During a website project it is important that the Client communicates information to The Agency to achieve the required result.

30.3 The Agency reserves the right to request payment be received for further alterations before continuing work. Upon completion of the agreed design, the Client is asked to confirm in

The Official Bit

Our full terms and conditions of service

writing by email or postal mail that the design and the screen size is signed off as complete and agree that any further design alterations are chargeable.

30.4 If the Client requests design or content alterations to pages that have already been completed, new pages or different functionality other than that specified in the original quotation, The Agency reserves the right to quote separately for these alterations.

The Agency endeavours to create website pages that are accessible to the general public via commonly used search engines. However, The Agency gives no guarantee that the site will become listed with search engines.

30.5 If an error or issue with the design or code arises during the project, which does not allow the design or code to match the original specification, then the Client agrees that The Agency can apply a nearest available alternative solution.

30.6 Once the project is completed and all invoices are cleared -, The Agency will upload the website to the Client's live web address if included as part of a project.

30.7 After site completion, a Client or a third party of their choosing may wish to edit their website code themselves to make updates. However, the Client agrees that in so doing they assume full responsibility for any issues which occur as a result of changing the code

themselves. If the Client or a third party of their choosing edits the website code and this results in functionality errors or the page displaying incorrectly, then The Agency reserves the right to quote for work to repair the website.

30.8 All communications between The Agency and Client shall be by telephone, email or postal mail, except where agreed at The Agency's discretion.

31. Web standards

31.1 The Agency shall make every effort to ensure sites are designed to be viewed by the majority of visitors. Sites are designed to work with the standard development platform, which includes recent versions of the main browsers, Internet Explorer, Mozilla Firefox , Google Chrome, Safari. The Client agrees that The Agency cannot guarantee correct functionality with all browser software across different operating systems.

31.2 The Client agrees that more advanced applications on a website page may require a newer browser version or plug-in.

32. Web and email hosting

32.1 Prohibition of Adult Content Websites hosted by The Agency are prohibited from storing or posting adult content, or links to adult content unless agreed with prior notice to The Agency. All material of pornographic nature is considered adult content. Online image galleries

whose primary purpose is the public display of fine art or artistic mediums are not considered to be adult content. The Agency alone shall determine what is considered to be 'Adult content' for the purposes of this section.

32.2 Prohibition of Offensive Behaviour Racist, intolerant, "hate", defamatory, "stalking", invitations to fight, threatening or any communication of any nature that we decide, in our sole discretion, as being improper, will result in service termination without prior notice.

32.3 Intellectual Property Provisions Websites hosted by the Agency are prohibited from storing or posting content or links to content that infringes, or otherwise violates the intellectual property rights of third parties (e.g. trademark, patent or copyright infringements). The Client accepts all liability arising from such infringement and subsequent damages for all content uploaded/linked/stored by the Client onto a server rented/owned by the Agency.

32.4 "Fair-Use" Resource Assignment The Agency offers commercially reasonable high-limit or unlimited amounts of disk space and/or other resources, such as bandwidth transfer, number of email accounts or FTP Accounts. File quota limits are enforced to ensure system operating integrity and reliability. The intention of The Agency is to provide ample resources for customer convenience, so that customers need not worry about exceeding limits.

The Official Bit

Our full terms and conditions of service

32.4 It is acknowledged by users of the Agency's web hosting services that these resource allotments are optimised and dedicated towards serving web documents and self-need email / FTP services and is not to be used as off-site storage area for electronic files, or as a provisioning service for third party email or FTP hosts. All downloadable files or files stored on the server must be available for download via a HTML document stored on the Internet in a publicly or privately accessible area, and must be directly related to the general nature of the website index. Illegal content such as pirated software, music or other media are strictly prohibited and are not allowed on the Agency's web hosting servers.

32.5 It is also acknowledged by users of the Agency's web hosting services that these resources are limited by physical restraints of technology as well as by reasonable limits of a shared resource environment. Users must realise that server technology limits the amount of available resources for use, including but not limited to disk drive space, CPU processing power, memory and access speed.

32.6 The Agency's web hosting takes measures to utilise the latest and most economically feasible mass server market technology available to provide services. It is furthermore acknowledged by users of the Agency's web hosting services that all provided services are without guarantees and cannot be held liable for any downtime, file or data loss. The Agency

shall also not be liable for any loss of income due to downtime, file or data loss or bugs and or system glitches.

33. Warranty & liability disclaimer

33.1 The Agency provides their website and the contents thereof on an 'as is' basis and makes no warranties with regard to the site and its contents, or fitness of services offered for a particular purpose. The Agency cannot guarantee the functionality or operations of their website or that it will be uninterrupted or error free, nor does it warrant that the contents are current, accurate or complete.

33.2 The Agency endeavours to provide a website within given delivery time scales to the best of its ability. However, the Client agrees that The Agency is not liable for any claims, losses, costs incurred or compensation due to any failure to carry out services within a given delivery time scale due to 3rd party / external factors out of The Agency's control.

33.3 The Client agrees that The Agency is not liable for any failure to carry out services for reasons beyond its control, including but not limited to acts of God, telecommunication problems, software failure, hardware failure, third party interference, Government, emergency on a major scale or any social disturbance of extreme nature such as industrial strike, riot, terrorism and war or any act or omission of any third party services.

33.4 The Agency is not liable for any consequences or financial losses such as, but not limited to, loss of business, profit, revenue, contract, data or potential savings, relating to services provided.

33.5 On handover of files from Contractor to Client, the Client shall assume entire responsibility in ensuring that all files are functioning correctly before use.

33.6 Whilst every effort is made to make sure files are error free, The Agency cannot guarantee that the display or functionality of the web design or the website will be uninterrupted or error free. If, after handover of files, errors are found in code The Agency has created and the standard development platform, domain name set-up and hosting set-up are the same as when work began, then The Agency, will if required by the client, correct these errors for the Client free of charge for a period of 60 days, after acceptance of the work. After the 3-month period, The Agency reserves the right to quote separately for any work involved in correcting an error.

33.7 If, after handover of files, errors are found in code The Agency has created and the standard development platform, or the domain name set-up or hosting set-up have been changed, The Agency can correct errors and reserves the right to quote separately for any additional work needed as a result of changes to the browser software, domain name set-up

The Official Bit

Our full terms and conditions of service

or hosting set-up.

33.8 Should the Client go into compulsory or involuntary liquidation or cannot pay its debts in the normal course of business, The Agency reserves the right to cancel forthwith any projects and invoice the Client for any work completed.

33.9 There are sometimes laws and taxes that affect Internet e-commerce. The Client agrees that it is their responsibility to comply with such laws and will hold harmless, protect, and defend The Agency and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet e-commerce.

33.10 The Agency may from time to time recommend to the Client that updates are needed to their site, including but not limited to new legislation compliance, software compatibility and web standards. The Agency reserves the right to quote for any updates as separate work that falls outside of the standard budgeted hours. The Client agrees that The Agency is not liable for any failure to inform or implement these updates to their site. The Client agrees that it shall defend, indemnify, save and hold The Agency harmless from any and all demands, liabilities, costs, losses and claims arising from omission to inform or implement these updates.

34. Data protection

34.1 Both Parties will comply with all applicable

requirements of the General Data Protection Legislation. This clause 34, is in addition to, and does not relieve, remove or replace, a Party's obligations under the General Data Protection Legislation.

34.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Data Controller and The Agency is the Data Processor (where "Data Controller" and "Data Processor" have the meanings as defined in the Data Protection Legislation).

34.3 Without prejudice to the generality of the first paragraph of this clause 34, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to The Agency for the duration and purposes of this Agreement. Without prejudice to the generality of the first paragraph of this clause 34, The Agency shall, in relation to any Personal Data processed in connection with the performance by The Agency of its obligations under this Agreement:

(a) not transfer any Personal Data outside of the European Economic Area;

(b) assist the Client, at the Client's cost, in responding to any request from a Data Subject (as defined in the Data Protection Legislation) and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(c) notify the Client on becoming aware of a Personal Data breach;

and;

(d) at the written direction of the Client delete or return Personal Data and copies thereof to the Client on termination of the Agreement unless required by the laws of any member of the European Union or by the laws of the European Union applicable to The Agency to process Personal Data ("Applicable Laws") to store the Personal Data.

35. Non-disclosure

35.1 The Agency and any third-party associates agree that, unless directed by the Client, it will not at any time during or after the term of this Agreement disclose any confidential information. The Client agrees that it will not convey any confidential information about The Agency to another party, unless directed by The Agency.

36. Privacy policy

36.1 The Agency and any third-party associates shall use information provided by the Client in relation to this Agreement in accordance with the Data Protection Legislation.

37. Consequences of Delay caused by The Client

37.1 If The Agency would have been able to successfully achieve or procure the successful

The Official Bit

Our full terms and conditions of service

achievement of the Services or a Service, but has failed to do so as a result of, in its reasonable opinion, the Client's Default, The Agency shall be allowed an extension of time to provide the Services at least equal to the period of delay caused by that Client's Default.

37.2 If The Agency has incurred any unmitigable loss or expense as a direct result of a delay due to a Client's Default, The Agency shall, in addition to the extension allowed pursuant to the first paragraph of this clause 37, and without limiting its other rights and remedies under this Agreement, be entitled to compensation to place The Agency in the same position it would have been in, had the Client's Default not occurred. The Agency shall provide the Client with any information the Client may require in order to assess the validity of any claim to compensation by The Agency.

General working relationship terms

- All information relating to a project must be placed onto the relevant Basecamp project by the client at all times when required or emailed to relevant staff members working on your project if Basecamp isn't being used and/or;

any information/media that is required to be supplied by the client for the project must be placed onto Basecamp in the timescales agreed or emailed to relevant staff members working on your project if

Basecamp isn't being used with large files sent to us based on instructions for file transfer that we will provide at that time.

All communication outside of Basecamp or email (other than this proposal) does not constitute to an agreement, contract, promise or acknowledgment of any kind and the agency also accepts no responsibility or liability of any kind in regards to any communication, promises, agreements, prices, payments, work schedules, ideas, plans or anything of that nature over the phone or in person outside of email, a Basecamp project or the proposal..

- The Agency aims to respond with 2 working hours to all queries over Basecamp or email between the working hours of 9am - 12pm and 1pm - 3:30pm Monday to Friday, excluding public holidays. For all queries after 3:30pm the Agency will endeavour to respond within 2 hours, but this is not guaranteed.
- The Agency reserves the right to change the agreed delivery date/time and agreed cost when the specification of the Contract is changed in any form.
- The Agency reserves the right to change the agreed delivery date/time if the Client does not meet its delivery date/time for all agreed materials that needed to be supplied by the Client to complete the project.
- The Agency reserves the right at any time to terminate the Contract in its entirety and refund the Client on a pro-rata basis. The Client agrees that it will not and can not hold the Agency accountable or liable for any damages, costs or liabilities that arise from the cancellation of the Contract.
- The Agency reserves the right to invoice for all additional work including any form communication (phone, email, face to face, teamwork) outside of the Contract (unless agreed to explicitly via email) at the prevailing rate currently £75 + VAT per hour, with a minimum charge of £75 + VAT per hour.
- The Agency's out of working hours rate is currently £150 + VAT per hour between the hours of 6pm and 11pm and £300 + VAT per hour between the hours of 11pm and 7am.
- The Agency retains all ownership and copyright of all works within the Contract until the outstanding balance(s) of the Contract and any additional related contracts have been settled in full cleared payment to the Agency's designated bank account.
- The Client agrees to make cleared payment of funds once the technical/graphical/marketing element of the project is complete by return upon receiving an invoice from the Agency, irrespective of any additional work, content waiting to be added/supplied by the

The Official Bit

Our full terms and conditions of service

Client or changes required outside of the agreed specification.

- The project will only be made live/submitted to the App/Play Store(s) and the files transferred over to the Client, once the full and final balance of all invoices for the project have been settled.

VACCODA.