

Dated 7/1/2019

18A PRODUCTIONS LIMITED

TERMS AND CONDITIONS

These Standard Terms apply as between:

- (1) **18A PRODUCTIONS LIMITED** a company registered in England and Wales under Company Number 06735859 whose registered office is at 1 Cornhill, Ilminster, Somerset, TA19 0AD and whose trading address is Vinery Lodge, 31 The Lynch, Winscombe, North Somerset, BS25 1AP (the “**Supplier**”); and
- (2) The “**Client**”, being the person, firm or Company who purchases Services from the Supplier, as set out in the Development Proposal.

THE CLIENT’S ATTENTION IS IN PARTICULAR DRAWN TO CLAUSE 14 (LIMITATION OF REMEDIES AND LIABILITY)

INTERPRETATION

1.1 In these Conditions, the following definitions apply:

“Acceptance Form”	as defined in Clause 2.2;
“Additional Services”	those additional Services requested by the Client and agreed to be provided by the Supplier in accordance with Clause 11;
“Business Day”	a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;
“Charges”	the charges in respect of the Services payable in accordance with Clause 12;
“Commencement Date”	as defined in Clause 2.4;
“Conditions”	these terms and conditions as amended from time to time in accordance with Clause 23;
“Confidential Information”	all information, whether technical or commercial (including all specifications, drawings and designs, disclosed in writing, on disc, orally or by inspection of documents or pursuant to discussions between the parties), where the information is: (a) identified as confidential at the time of disclosure; or (b) ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure;
“Contract”	the contract between the Supplier and the Client for the supply of Services in accordance with the Development Proposal, the Offer and these Conditions, as formed in accordance with Clause 2.4;
“Deposit”	the non-refundable deposit payable by the Client in accordance with Clause 2.5 as set out in the Development Proposal;
“Development Proposal”	proposal and plan by the Supplier to the Client relating to the development of the Site, including a quotation for the cost of the

Services and details of the Supplier's hourly rate, and where more than one Development Proposal has been prepared, shall mean the final Development Proposal sent to the Client;

“Force Majeure Event”	any event arising which is beyond the reasonable control of the affected party (including any industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, civil riot or war);
“Hourly Rate”	the relevant hourly rate for the provision of that element of the Services as set out in the Development Proposal or as subsequently notified by the Supplier to the Client from time to time;
“Inappropriate Content”	Materials which infringe any applicable laws, regulations or third party rights (including material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing, blasphemous or in breach of any third party Intellectual Property Rights);
“Intellectual Property Rights”	all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application for registration of such rights), including copyright, know-how, confidential information, trade secrets, business names and domain names, trade marks, service marks, trade names, patents, petty patents, utility models, design rights, semi-conductor topography rights, database rights and all rights in the nature of unfair competition rights or rights to sue for passing off;
“Job Number”	the unique job reference number in respect of each element of work undertaken by the Supplier under the Contract as provided by the Supplier to the Client in accordance with Clauses 2.4 and 11.2;
“Materials”	the content provided to the Supplier by the Client from time to time for incorporation in the Site;
“Non-Supplier Defect”	a defect which is caused by an act or omission of the Client, or by one of the Client's sub-contractors or agents for whom the Supplier has no responsibility;
“Offer”	has the meaning given to it in Clause 2.2;
“Personal Data”	has the meaning given in the Data Protection Act 1998;
“Services”	the services to be provided by the Supplier as set out in the Development Proposal or otherwise as requested by the Client and agreed by the Supplier from time to time, including: <ul style="list-style-type: none">- design and/or development of the Site;- hosting the Site;

- maintenance of the Site and providing additional support;
- provision of training courses; and/or
- consultancy service,

and including any Additional Services;

“Site”		the website, application or other system to be designed, developed, maintained and/or hosted by the Supplier (as the case may be) pursuant to the Contract;
“Supplier’s Website”		The website at the domain name www.18aproductions.co.uk or such other website or domain name as notified by the Supplier to the Client from time to time;
“Supported Browser”		Google Chrome (Current Version), Google Chrome (Current Version -1), Apple Safari (Current Version), Apple Safari (Current Version -1), Firefox (Current Version), Firefox (Current Version -1), and any other browsers as notified by the Supplier to the Client from time to time;
“Third Elements”	Party	elements of the Site (including source code) that are licensed by third parties, including plug-ins, libraries, code snippets, software applications and fonts;
“Third Provider”	Party	a person who provides products and/or services to the Supplier, to be re-sold to the Client;
“Visitor”		a visitor to the Site;
“Wire Frames Set”		a set of wireframes of the Site to be presented to the Client by the Supplier if required.

1.2 In these Conditions, the following rules of construction apply:

- 1.2.1 clause headings do not affect the interpretation of these Conditions;
- 1.2.2 unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular;
- 1.2.3 a **person** includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality);
- 1.2.4 a reference to a **party** includes its personal representatives, successors or permitted assigns;
- 1.2.5 a reference to a **statute** or **statutory provision** is a reference to such statute or statutory provision as amended or re-enacted, and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.6 any phrase introduced by the terms **including, include(s), in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.7 a reference to **writing** or **written** includes faxes and e-mails.

2 BASIS OF CONTRACT

2.1 The Supplier will issue to the Client the Development Proposal, which is valid for a period of 30 Business Days from its date of issue or other such period as specified in the Development Proposal. The Development Proposal shall not constitute an offer.

2.2 If, following receipt of the Development Proposal, the Client wishes to proceed, the Client shall access the Supplier's Website and complete the online acceptance form ("**Acceptance Form**") to confirm acceptance of the Development Proposal and these Conditions. Submission by the Client of the Acceptance Form shall amount to an offer by the Client to purchase Services on the terms of the Development Proposal in accordance with these Conditions ("**Offer**").

2.3 By submitting the Offer, you warrant and represent that:

2.3.1 you are a trade customer acting in the course of your trade, business or profession;

2.3.2 you are legally capable and authorised to enter into binding contracts;

2.3.3 where you are submitting an offer on behalf of a partnership or company, you have the necessary authority to bind the partnership or company (as the case may be) in contract;

2.3.4 you are at least 18 years old.

2.4 The Offer shall only be deemed to be accepted when the Supplier issues to the Client a Job Number and written acceptance of the Offer and a deposit invoice, at which point and on which date the Contract shall come into existence and these Conditions shall become binding on the Supplier and the Client (the "**Commencement Date**").

2.5 Notwithstanding any other clause of these Conditions, the Supplier will be under no obligation to provide any Services unless and until payment of the Deposit has been received in cleared funds. The Deposit shall be non-refundable.

2.6 The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.

2.7 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3 SCOPE OF THE PROJECT

3.1 Upon receipt of the Deposit as per Clause 2.5 by the Supplier, the Supplier shall provide to the Client the Services as included in the Development Proposal.

4 CLIENT RESPONSIBILITIES

- 4.1 The Client acknowledges that the Supplier's ability to provide the Services is dependent upon the full and timely co-operation of the Client, as well as the accuracy and completeness of any information and data the Client provides to the Supplier. Accordingly, the Client shall:
- 4.1.1 provide full and timely co-operation to the Supplier;
 - 4.1.2 provide the Supplier with access to, and use of, all information, data and documentation reasonably required by the Supplier for the performance by the Supplier of its obligations under these Conditions within a reasonable time period; and
 - 4.1.3 be responsible for the accuracy and completeness of the Materials on the Site in accordance with Clause 6.

5 DEVELOPMENT AND ACCEPTANCE OF SITE

- 5.1 Where the Services include the design and/or development of the Site, the Supplier will design and/or develop the site in accordance with the design and development milestones as set out in the Development Proposal ("**Milestones**"). If set out in the Development Proposal, the design and development will include the provision of a Wire Frames Set. The Supplier will not commence construction of the Site until the Client has approved the Wire Frames Set.
- 5.2 Following the completion by the Supplier of each of the Milestones the Client will be provided with access to the relevant work in order to review and confirm acceptance of the relevant Milestone. The Site will be deemed to have been completed once the Supplier has completed and provided the Client with online access to the final Milestone in accordance with the Development Proposal and the Client has completed the Supplier's sign off form in respect of the site ("**Sign Off Form**") to confirm that it has tested and accepts the Site ("**Completion**"). Charges will be due as per Clause 12.
- 5.3 Notwithstanding any failure of the Client to complete a Sign Off Form, the Site shall be deemed to have reached Completion upon the occurrence of any of the following events:
- 5.3.1 the Client uses any part of the Site for any revenue-earning purposes or to provide any services to third parties other than for test purposes; or
 - 5.3.2 the Client unreasonably delays the start of any relevant tests or retests in respect of the Site for a period of 5 Business Days from the date on which the Supplier provides the Client with online access to the Site; or
 - 5.3.3 the Client unreasonably fails to complete a Sign Off Form or fails to notify the Supplier of any reason by which the Site does not conform to the Development Proposal (or, if applicable, the Wire Frames Set) within a period of 10 Business Days from the date on which the Supplier provides the Client with online access to the Site.
- 5.4 Where the Client requests any additions and/or alterations to the Development Proposal (or, where applicable, the Wire Frames Set) after the Development Proposal (or Wire Frames Set, if applicable) is approved by the Client ("**Additional Development**"):

- 5.4.1 the Supplier will notify the Client of any additional charges resulting from the Additional Development (the “**Additional Charges**”)
- 5.4.2 the Supplier may reserve commencement of such Additional Development until after the Completion; and
- 5.4.3 the Supplier reserves the right to invoice Charges for the Services which have reached Completion prior to the commencement of such Additional Development.
- 5.5 Time is not of the essence in the Supplier’s performance of the obligations under the Contract. Notwithstanding the foregoing, the Supplier will not be held responsible for any delays in reaching Completion if it is due to the Client’s failure to comply with its obligations under Clause 4.1.
- 5.6 If requested by the Client, the Supplier will release the Site and its contents to the Client or a server that the Client nominates, but only after payment for the Charges is received in full from the Client by the Supplier.
- 5.7 Where set out in the Development Proposal, the Supplier will provide the Client with access to its hosting servers for a period of 4 weeks to allow the Client to test the Site (“**Test Period**”). In the event that the Client does not complete its testing within the Test Period, the Supplier shall be entitled to charge the Client for the costs of hosting the test site in excess of the Test Period.

6 SITE CONTENT

- 6.1 The Client shall ensure that the Materials do not include any Inappropriate Content.
- 6.2 The Supplier shall be entitled to include a credit and link to the Supplier’s Website on the home page of the Site in a form to be agreed. The Client agrees that such credit and link shall remain on the homepage of the Site for the life of the Site unless agreed in writing by the Supplier.
- 6.3 The Client consents for the Supplier to feature reference to the Site (including a link) and their name on www.18aproductions.co.uk and in any promotional items or activities of the Supplier as part of the Supplier’s portfolio of work.

7 HOSTING

- 7.1 Where the Services include hosting of the Site for the Client, the Supplier will do so in a re-seller’s capacity where the server hosting the Site is provided by a Third Party Provider.
- 7.2 Subject to Clause 5.7, hosting of the Site is provided for an initial period of 12 months (or such other period as agreed in writing by the Supplier) commencing from Completion of the Site in accordance with Clause 5, or, if later, the date that the Supplier commences hosting of the Site (“**Initial Period**”). Upon expiry of the Initial Period, unless the Contract is otherwise terminated as provided in Clause 17.1, the provision of hosting Services shall automatically renew after the Initial Period for subsequent 12 month periods (or such other period as agreed in writing by the Supplier) unless the Customer gives one month’s written notice to terminate the provision of hosting Services, such notice to expire on the anniversary of the expiry of the Initial Period.

- 7.3 The Charges for the provision of hosting Services for the Initial Period will be as set out in the Development Proposal or as otherwise notified by the Supplier to the Client. The Supplier shall be entitled to increase such Charges by providing the Client with a minimum of two months' notice in writing, such notice to expire on the expiry of the Initial Period or anniversary thereof. The increase to the Charges for the provision of hosting Services will take effect from the automatic renewal of hosting Services in accordance with Clause 7.2 above unless the Client serves notice to terminate the provision of hosting Services in accordance with Clause 7.2 above.
- 7.4 The Supplier will ensure that the Third Party Provider has a minimum expected uptime level of 99.9%.

8 MAINTENANCE AND SUPPORT

- 8.1 Where the Services include maintenance and support in respect of the Site the Supplier will (subject to the rest of Clause 8):
- 8.1.1 update the contents of the Site with the Materials provided by the Client from time to time ;
 - 8.1.2 provide such support as requested by the Client from time to time in order to resolve any functionality issues affecting the Site;
 - 8.1.3 respond to support calls and emails received from the Client or the Client's officers, employees or agents from time to time in respect of the maintenance and operation of the Site.
- 8.2 For the avoidance of doubt, the Supplier does not provide, and is under no ongoing obligation to provide, any ongoing monitoring of the Site or the Site's functionality. The Supplier is under no obligation to resolve any functionality issues with the Site following Completion unless requested by the Client from time to time and agreed by the Supplier as part of the provision of maintenance and support Services (for which the relevant Charges will be payable).
- 8.3 Without prejudice to Clause 8.2:
- 8.3.1 the Client acknowledges that the Supplier has no control over any content placed on the Site by Visitors ("**Visitor Content**") and does not purport to monitor such Visitor Content.
 - 8.3.2 the Supplier reserves the right to remove content (including Materials and, notwithstanding Clause 8.2, Visitor Content) from the Site where it reasonably suspects such content is Inappropriate Content.
- 8.4 The Supplier shall notify the Client promptly if it becomes aware of any allegation that any content on the Site may be Inappropriate Content.
- 8.5 The Client shall indemnify the Supplier against all damages, losses and expenses arising as a result of any action or claim that the Materials and Visitor Content constitute Inappropriate Content.

9 TRAINING

- 9.1 Where the Services include the provision of training services to the Client, the Supplier will use its reasonable endeavours to provide accurate and up to date training based on up-to-date information publicly available from time to time. However, the Client acknowledges and agrees that search engine optimisation (“SEO”) methods are based on opinion rather than fact and accordingly the Supplier does not warrant the applicability or success of any training outcomes for the Client. The Supplier does not warrant in any way the continued applicability of the information provided during the provision of training and shall not be responsible for any failure of the Client to correctly implement any training given.
- 9.2 The Client agrees not to reproduce, sell, hire or copy in whole or in part any course materials provided to the Client during the provision of training (“**Course Materials**”). The Client agrees that such Course Materials will only be used by the Client as a reference material.

10 CONSULTING

- 10.1 Where the Services include the provision of consultancy to the Client, such consultancy may include the provision of consultancy and advice in respect of the design and/or development of the Site, social media matters, general internet/social media strategy and such other consultancy as agreed to be provided by the Supplier to the Client (as set out in the Development Proposal or otherwise agreed by the Supplier in writing).
- 10.2 Where the Services include the provision of consultancy to the Client the Supplier will use its reasonable endeavours to provide the Client with the necessary information and guidance in respect of the areas on which the Supplier has agreed to provide such consultancy and advice.
- 10.3 In providing the Services under Clause 10.1, the Supplier’s role is restricted to the provision of information only. The Supplier does not warrant or guarantee the final outcome of the Site in any specifications.

11 ADDITIONAL SERVICES

- 11.1 If the Client requests any services not set out in the Development Proposal (“**Additional Services**”), subject to the Supplier being willing and able to provide such Additional Services, the Supplier shall notify the Client prior to providing the Additional Services of the Charges of such Additional Services. Subject to the agreement by the Client of the Charges for such Additional Services, the Supplier shall provide the Additional Services to the Client. The Additional Services shall otherwise be provided in all other respects on the terms and conditions applying to the provision of Services as set out in these Conditions.
- 11.2 The Supplier will provide a Job Number to the Client in respect of each Additional Service requested and agreed to be provided in accordance with Clause 11.1.

12 CHARGES AND PAYMENT

Charges

- 12.1 With the exception of hosting Services as set out at Clause 7 above, the Charges for the Services shall be the price set out in the Development Proposal or as otherwise notified

by the Supplier in writing or, where no such Charge has been notified to the Client, calculated on the basis of the Hourly Rate for the relevant Service. Where the Charge is calculated by reference to the Hourly Rate, the Charge shall be subject to a minimum Charge of 1 hour.

Design and development, maintenance and support and Additional Services

- 12.2 Following Completion (subject to Clause 12.3) or, in the case of maintenance and support Services or Additional Services, completion of the provision by the Supplier of the requested maintenance and support Services or Additional Services, the Supplier shall issue an invoice for the Charges and any Additional Charges.
- 12.3 Where the date of Completion is more than 12 months after the Commencement Date, the Supplier reserves the right to review any Charges previously quoted to the Client.
- 12.4 Any changes to the Materials after they have been placed on the Site will be charged at the Hourly Rate.
- 12.5 In the event that, following Completion, the Supplier is not providing hosting under Clause 7, any additional work involved in installing the Site to a third party server will be charged at the Hourly Rate.

Training and Consultancy Services

- 12.6 The Supplier shall invoice the Client in advance for all Charges (together with any relevant expenses) in respect of the provision of training and consultancy Services under Clauses 9 and 10 and such invoice shall be payable by the Client in advance of the provision of such Services by the Supplier. In the event that the Client cancels the provision of consultancy or training with less than 24 hours notice prior to the scheduled time for delivery of such Services the Supplier reserves the right to retain any Charges paid by the Client in respect thereof or (if payment has not been received) to charge the Client in full for the Service.

Hosting Services

- 12.7 The Supplier shall invoice the Client for Charges for hosting Services annually (or such other period as agreed in writing by the Supplier) in advance.

General Matters

- 12.8 Any meetings the Supplier attends may be charged at the relevant Hourly Rate and the Supplier may invoice the Client for any expenses reasonably incurred.
- 12.9 All Charges are exclusive of VAT.
- 12.10 Unless set out elsewhere within these Conditions, all Charges become due on, and payable within 14 days from, the date of invoice.
- 12.11 Notwithstanding any other rights of the Supplier, if the Client fails to pay an amount payable by it under these Conditions, the Supplier shall be entitled to charge the Client interest on the overdue amount. Such interest shall be payable by the Client forthwith or on demand, from the due date up to the date of actual payment, after as well as before judgment, at the rate of [4]% per annum above the base rate for the time being of Barclays Bank plc. Such interest shall accrue on a daily basis and be compounded

quarterly. The Supplier reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

13 WARRANTIES

- 13.1 Each of the parties warrants to the other that it has full power and authority to enter into and perform its obligations under the Contract.
- 13.2 The Supplier shall perform the Services with reasonable care and skill.
- 13.3 The Supplier warrants that the Site will perform substantially in accordance with the Development Proposal when viewed with a Supported Browser at the time of Completion.
- 13.4 The warranty set out in Clause 13.3 shall not apply to the extent that any failure of the Site to perform substantially in accordance with the Development Proposal is caused by any Materials or a Non-Supplier Defect.
- 13.5 The Supplier warrants that so far as it is aware:
 - 13.5.1 it has all necessary Intellectual Property Rights to provide the Services in accordance with the Contract; and
 - 13.5.2 it has the right to license all necessary Intellectual Property Rights to the Client in accordance with Clause 15.
- 13.6 These Conditions set out the full extent of the Supplier's obligations and liabilities in respect of the supply of Services. All conditions, warranties or other terms concerning the Services which might otherwise be implied into these Conditions or any collateral contract (whether by statute or otherwise) are hereby expressly excluded.

14 LIMITATION OF REMEDIES AND LIABILITY

- 14.1 Nothing in these Conditions shall operate to exclude or limit the Supplier's liability for:
 - 14.1.1 death or personal injury caused by its negligence;
 - 14.1.2 any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
 - 14.1.3 fraud; or
 - 14.1.4 any other liability which cannot be excluded or limited under applicable law.
- 14.2 Subject to Clause 14.1, the Supplier shall not be liable to the Client for any damage to software, damage to or loss of data, loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage.
- 14.3 Subject to Clause 14.1 and 14.2, the Supplier's aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with any element of Services provided under the Contract or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed the total Charges

payable by the Client to the Supplier under the Contract in respect of the Job Number under which the liability arises in that calendar year.

15 INTELLECTUAL PROPERTY RIGHTS

- 15.1 All Intellectual Property Rights in the Site (including in the content of the Site and the Site software and source code), but excluding the Materials and Third Party Elements, arising in connection with the Contract shall be the property of the Supplier (“**Supplier IPR**”), and, subject to receiving payment of all sums and Charges owing by the Client to the Supplier in respect of the relevant Job Number (as well as any other outstanding sums), the Supplier hereby grants the Client a non-exclusive perpetual licence of such Supplier IPR arising in respect of such Job Number for the sole purpose of operating the Site. For the avoidance of doubt, such licence of Supplier IPR shall not include the right to copy, duplicate, sell or give away the source code of the Site.
- 15.2 The Client shall indemnify the Supplier against all damages, losses and expenses arising as a result of any action or claim that the Materials infringe the Intellectual Property Rights of a third party.
- 15.3 The indemnities in Clause 15.2 and Clause 8.5 are subject to the following conditions:
- 15.3.1 the indemnified party promptly notifies the indemnifier in writing of the claim;
 - 15.3.2 the indemnified party makes no admissions or settlements without the indemnifier’s prior written consent;
 - 15.3.3 the indemnified party gives the indemnifier all information and assistance that the indemnifier may reasonably require; and
 - 15.3.4 the indemnified party allows the indemnifier complete control over the litigation and settlement of any action or claim.
- 15.4 The Client acknowledges that ownership including ownership to all Intellectual Property Rights in any Third Party Elements shall remain vested in the Supplier’s licensors and shall be supplied to the Client in accordance with the relevant Third Party Provider’s terms. Where necessary, the Supplier will obtain a licence (including the payment of the any initial licence fee in respect thereof) for the Client to use the Third Party Elements in respect of the operation of the Site. Notwithstanding the foregoing, the Supplier will not be liable for any fees or relevant taxes charged by the Third Party Provider in respect of the Third Party Elements in the future (including as a result of upgrades or further releases of the Third Party Element).

16 DATA PROTECTION

- 16.1 The Supplier warrants that, to the extent it processes any Personal Data during the provision of the Services on behalf of the Client:
- 16.1.1 it shall act only on instructions from the Client; and
 - 16.1.2 it has in place appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.

17 TERM AND TERMINATION

- 17.1 Either party may terminate the Contract immediately at any time by written notice to the other party if:
- 17.1.1 that other party commits any material breach of its obligations under the Contract which (if remediable) is not remedied within 30 days after the service of written notice specifying the breach and requiring it to be remedied;
 - 17.1.2 in the case of the Supplier, the Client has not paid the Deposit within 30 Business Days of the Supplier issuing a deposit invoice in accordance with Clause 2.4;
 - 17.1.3 that other party ceases to trade (either in whole, or as to any part or division involved in the performance of the Contract);
 - 17.1.4 that other party becomes insolvent or unable to pay its debts within the meaning of the insolvency legislation applicable to that party;
 - 17.1.5 a person (including the holder of a charge or other security interest) is appointed to manage or take control of the whole or part of the business or assets of that other party, or notice of an intention to appoint such a person is given or documents relating to such an appointment are filed with any court;
 - 17.1.6 the ability of that other party's creditors to take any action to enforce their debts is suspended, restricted or prevented or some or all of that party's creditors accept, by agreement or pursuant to a court order, an amount of less than the sums owing to them in satisfaction of those sums; and/or
 - 17.1.7 any process is instituted which could lead to that other party being dissolved and its assets being distributed to its creditors, shareholders or other contributors (other than for the purposes of solvent amalgamation or reconstruction).
- 17.2 Except where Clause 17.1 applies and subject to Clause 7.2 in the case of hosting services, either party may terminate the Contract at any time by written notice to the other party. Under such termination, the deemed date of termination will be 1 month from the date the written notice is received.
- 17.3 If the Contract is terminated by the Supplier pursuant to Clause 17.1 or by the Client pursuant to Clause 17.2 the Supplier shall be entitled to retain any Deposit paid by the Client and, if the Supplier has already commenced work on the Services by that time, the Supplier shall be entitled to raise an invoice in respect of any costs in excess of the Deposit amount the Supplier has reasonably incurred (including time and profit costs) in starting to fulfil the Contract.
- 17.4 On termination of the Contract otherwise than on termination by the Supplier pursuant to Clause 17.1, the Supplier shall promptly return all Materials to the Client, and (subject to the Supplier receiving payment of all Charges and payment of a reasonable administration fee) shall provide to the Client an electronic copy of the Site (including all content on the Site).
- 17.5 On expiry or termination of the Contract, all provisions of these Conditions shall cease to have effect, except that any provision which can reasonably be inferred as continuing or is expressly stated to continue shall continue in full force and effect.

18 FORCE MAJEURE

- 18.1 A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under the Contract shall forthwith notify the other and shall inform the other of the period for which it is estimated that such failure or delay will continue. The affected party shall take reasonable steps to mitigate the effect of the Force Majeure Event.

19 CONFIDENTIALITY

- 19.1 Each party shall protect the Confidential Information of the other party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.
- 19.2 Confidential Information may be disclosed by the receiving party to its employees, affiliates and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information received.
- 19.3 The obligations set out in this Clause 19 shall not apply to Confidential Information which the receiving party can demonstrate:
- 19.3.1 is or has become publicly known other than through breach of this Clause 19;
 - 19.3.2 was in possession of the receiving party prior to disclosure by the other party;
 - 19.3.3 was received by the receiving party from an independent third party who has full right of disclosure;
 - 19.3.4 was independently developed by the receiving party; or
 - 19.3.5 was required to be disclosed by a governmental authority, stock exchange or regulatory body, provided that the party subject to such requirement to disclose gives the other party prompt written notice of the requirement.
- 19.4 The obligations of confidentiality in this Clause 19 shall not be affected by the expiry or termination of the Contract.
- 19.5 Where applicable, this Clause 19 supersedes the terms of any Non-Disclosure Agreements between the Supplier and the Client entered into prior to the Contract, which is hereby terminated.

20 NOTICES

- 20.1 A notice given under the Contract:
- 20.1.1 shall be in writing in the English language (or be accompanied by a properly prepared translation into English);
 - 20.1.2 in the case of notices to be sent to the Client, shall be sent to the address address given in the Development Proposal or the email address given in the Acceptance Form; and

20.1.3 in the case of notices to be sent to the Supplier, shall be sent to 18a Productions Limited, Vinery Lodge, 31 The Lynch, Winscombe, North Somerset BS25 1AP or such other address as notified by the Supplier to the Client from time to time.

21 ASSIGNMENT

21.1 Neither party may assign or transfer any of its rights or obligations under the Contract without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

22 THIRD PARTY RIGHTS

22.1 The Contract is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person.

23 VARIATION AND WAIVER

23.1 Any variation of these Conditions shall only be valid if in writing and signed by or on behalf of the Supplier.

23.2 A waiver of any right under the Contract is only effective if it is in writing, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. No waiver shall be implied by taking or failing to take any other action.

23.3 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

24 SEVERANCE

24.1 If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions of the Contract shall remain in force.

24.2 If any invalid, unenforceable or illegal provision would be valid enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

25 GOVERNING LAW AND JURISDICTION

25.1 The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England.

25.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).