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## TERMS AND CONDITIONS (“T&CS”)

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### BACKGROUND:

These T&Cs shall apply to the provision of Digital Marketing Services and/or Web Design Services provided by WLG Worldwide Limited t/a Elite Publishing Academy (“WLG Worldwide Limited” and “We”, “Us”, “Our”) of Allia Business Centre, Kings Hedges Road, Cambridge, CB4 2HY to customers that require Digital Marketing Services. **These T&Cs were last updated on 1<sup>st</sup> April 2021.**

## 1. Definitions and Interpretation

1.1 In these T&Cs, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Proposal”</b>	means the document detailing the Customer’s request to acquire the Services from WLG Worldwide Limited including details of the process, Fees, timescales, and any relevant information required to undertake the Project.  Upon acceptance of the Proposal the Service will be subject to these T&Cs;	<b>“Business Day”</b>	Means, any day (other than a Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England.
<b>“Confidential Information”</b>	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with these T&Cs (whether orally or in writing or any other medium, and whether the information is expressly stated to be confidential or marked as such);	<b>“Customer”</b>	means the individual or business that requires the Services subject to these T&Cs and the Proposal and includes reference to You and Your;
<b>“Campaign”</b>	means a Facebook advertising campaign set up and managed by WLG Worldwide Limited for and on Your behalf while providing the Facebook Advertising Services;	<b>“Project”</b>	means the Services requested by the Customer detailed in 3.1 and/or within the Proposal or agreed upon between the Parties in writing.
<b>“Acceptance Tests”</b>	means the tests to be carried out on the website;	<b>“Monthly Basis”</b>	means any other Services (not listed in 3.1) requested by the Customer within the Proposal.
<b>“Intellectual property”</b>	means (a) all rights in any patents, trademarks, service marks, registered designs, applications (and rights to apply for any of those rights), trade, business and company names, internet domain names and e-mail addresses, unregistered trademarks and service marks, copyrights, database rights, know-how, rights in designs and inventions.  (b) rights under licenses, consents, orders, statutes or otherwise in relation to a right in paragraph (a).  (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and  (d) the right to sue for past infringements of any of the foregoing rights; and	<b>“Services”</b>	means the Digital Marketing services provided by WLG Worldwide Limited as detailed in the Proposal along with any further requests made in writing for additional work which will be subject to these T&Cs;
<b>“Non-Developer Defect”</b>	means any failure on the website that causes it to fail any part of the Acceptance Tests that has been caused by Your act or omission, or by any other party associated with You for whom WLG Worldwide Limited has no responsibility;	<b>“Defect”</b>	means any failure on the Website that causes it to fail any part of the Acceptance Tests;

1.2 Unless the context otherwise requires, each reference in these T&Cs 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.
- 1.2.3 “These T&Cs” is a reference to these T&Cs and the Proposal as amended or supplemented at the relevant time.
- 1.2.4 a Clause or paragraph is a reference to a Clause of these T&Cs; and
- 1.2.5 a “Party” or the “Parties” refer to the parties to these T&Cs.

1.3 The headings used in these T&Cs are for convenience only and shall have no effect upon the interpretation of these T&Cs.

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

## 2. Booking Process

2.1 After initial discussions You will be provided with a Proposal detailing the Services required. After reading the Proposal You will be required to confirm You have read these T&Cs and accept the same. Any Services undertaken by Us will be provided subject to these T&Cs unless notified otherwise.

2.2 Upon acceptance of WLG Worldwide Limited's T&Cs You will be provided with a copy of our T&Cs by means of email.

### **3. Deposits**

- 3.1 A Deposit, as specified within the Proposal, is required for the following Services – copywriting, digital advertising (PPC), web design, graphic or logo design.
- 3.2 Prior to any of the above Services commencing You will be directed, by means of WLG Worldwide Limited's initial email to You to make a Deposit payment or full payment as requested by WLG Worldwide Limited, and to sign up with preferred payment provider. For Project work You may also make a payment by means of bank transfer. In the case of the latter please ensure you quote the invoice number when making payment.
- 3.3 The Deposit paid or full payment request is nonrefundable.

### **4. Fees and Payment**

- 4.1 All other Services not detailed in 3.1 above are provided on a Monthly Basis. You will be invited to sign up to a monthly direct debit. Your first payment will be taken upon signing up with all subsequent payments being taken monthly in advance on or before the 1<sup>st</sup> day of each calendar month.
- 4.2 Where the Services detailed in 3.1 above are provided the balancing payment will be due upon completion of the Project. Such payment will fall due 7 days after completion.
- 4.3 WLG Worldwide Limited reserves their right to require full payment of the Services detailed in 3.1 on occasions. Where such advance payment is required details of which will be provided within the Proposal.
- 4.4 All payments required to be made pursuant to the Proposal and these T&Cs by You shall be made in GBP in cleared funds to such bank as WLG Worldwide Limited may from time to time nominate, without any set-off, withholding or deduction except such amount (if any) of tax as WLG Worldwide Limited is required to deduct or withhold by law.
- 4.5 Any sums which are unpaid after the 8<sup>th</sup> day of each calendar month for monthly services or are not paid within 7 days of an invoice being presented, will incur interest daily at 8% above the base rate of the Bank of England in force at the time.
- 4.6 WLG Worldwide Limited reserves the right to be paid on an indemnity basis any costs incurred in recovering any money due under these T&Cs (and the costs of recovering such costs) including administrative costs and any costs incurred with lawyers or debt collection agencies. Administrative costs may include the cost of employing the staff concerned and the overheads attributable to them for the time spent.
- 4.7 In the event of late or nonpayment WLG Worldwide Limited reserves the right not to carry-out any further Services on Your behalf.

### **5. WLG Worldwide Limited Status**

- 5.1 WLG Worldwide Limited shall always be an independent contractor and their work activities, and methods, along with any Consultant(s) engaged by them on the Services shall always be exclusively for WLG Worldwide Limited to determine, supervise, direct and control. You shall not seek to supervise, direct or control WLG Worldwide Limited or any Consultants in the provision of the Services nor shall You have any right to do so.
- 5.2 WLG Worldwide Limited shall always be exclusively responsible for organising, and entitled to organise, where, when how and in what order the work is done but shall liaise with You to ensure that due account is taken of the impact of the timing of the work to be performed by You and any other contractors, consultants and similar third parties also engaged by You.
- 5.3 WLG Worldwide Limited in its complete discretion on one or more occasions may substitute any Consultant for themselves or for any other Consultant engaged on the Services or may engage any additional Consultant provided that any Consultant chosen by WLG Worldwide Limited has the requisite skills and experience to perform the work. WLG Worldwide Limited shall use all reasonable endeavours to avoid or minimise such changes or additions and to consult with You beforehand about any such proposed change in engagement of persons carrying out the Services. However, WLG Worldwide Limited shall in any event provide such a substitute or addition where the provision of the Services is unduly delayed by absence due to incapacity or for any other reason upon notification by You (or Your representative) that a delay is unacceptable or where it is otherwise necessary to provide such a substitute or addition. You shall only be entitled to refuse to accept any Consultant if in Your reasonable opinion they are not suitable due to lack of skills, or experience.
- 5.4 Any act or omission of any Consultant shall, for the purposes of these T&Cs, be deemed to be an act or omission of WLG Worldwide Limited.
- 5.5 Whenever possible and practicable, WLG Worldwide Limited shall use their own equipment, materials, and resources to carry out the Services.

5.6 WLG Worldwide Limited is not obliged to make its Services available except for the performance of its obligations under the Proposal. The engagement and appointment of WLG Worldwide Limited under these T&Cs to provide the Services does not create any mutual obligations on either party to offer or accept any further contract, engagement, or services. No continuing relationship shall hereby be created or implied.

## 6. Provision of the Services

- 6.1 WLG Worldwide Limited shall provide the Services as outlined in the Proposal and any subsequent instructions as agreed in writing between the Parties from time to time. Any subsequent instructions shall be in accordance with these T&Cs.
- 6.2 WLG Worldwide Limited shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the Digital Marketing Services and Web Design industry in the United Kingdom.
- 6.3 WLG Worldwide Limited shall act in accordance with the terms of these T&Cs and with all reasonable instructions given to it by You provided that such instructions are compatible with the scope of the Services detailed within the Proposal.
- 6.4 WLG Worldwide Limited shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.
- 6.5 WLG Worldwide Limited is not a qualified expert in every industry they provide Services for. It is therefore Your sole responsibility to check the factual accuracy of the Services and ensure there are no omissions.
- 6.6 WLG Worldwide Limited shall not be liable for any defects caused by third party programs, software or applications that may be used while carrying out any of the Services.

### Social Media Services

- 6.7 Where the Services include social media marketing You will provide the access credentials or make WLG Worldwide Limited the administrator for the social media platforms set out within the Proposal.
- 6.8 Where applicable You hereby authorise WLG Worldwide Limited to use your access credentials detailed in 6.7 solely for the purposes of providing the Services. All such information is hereby designated Confidential Information and shall be treated accordingly, as described under Clause 13.

### Copywriting, Web Design, Graphic/Logo Design Services

- 6.9 WLG Worldwide Limited shall use all reasonable endeavours to accommodate any reasonable amendments to these Services on 3 occasions within the 7 days following the submission of these Services to You. Each amendment must not change the scope of the work detailed within the Proposal. Any amendments over and above this will be subject to additional fees as quoted by WLG Worldwide Limited.
- 6.10 Whilst WLG Worldwide Limited will try to optimise written content for search engine purposes, we do not warrant that this effort will in any way guarantee results. WLG Worldwide Limited cannot be held responsible for any changes to the position of the Your website in the search engine results in response to a particular search. WLG Worldwide Limited does not guarantee a listing positioning in any search engine.

### Logo design Services

- 6.11 Your final logo design will be provided to you in the following formats JPG, PNG, PDF, and AI. It is your responsibility to ensure that the formats are sufficient for your needs.
- 6.12 Upon handover it is Your responsibility to ensure the same is saved and secured. WLG Worldwide Limited is unable to store logo designs indefinitely and accordingly offers no responsibility for storing the same upon the files being passed to You.

### Facebook Advertising Services

- 6.13 Where the Services include Facebook Advertising Services the following shall apply:
- 6.13.1 WLG Worldwide Limited may set up the advertising account, but You shall be required to use Your own billing details to enable the Services to be performed.
- 6.13.2 WLG Worldwide Limited shall base the set-up and its provision on the information provided by You.
- 6.13.3 Upon receipt of the information detailed in 6.13.2 above WLG Worldwide Limited shall conduct keyword research which shall include, but not necessarily be limited to, an examination of Your website, online research and the use of other suitable methods and tools. You will be required, upon receipt of this information, to confirm they are happy with the targeted campaign.

6.14 You understand and acknowledge the following:

- 6.14.1 WLG Worldwide Limited cannot control search engines or algorithms and cannot provide any guarantee that there will not be any changes in third party policies or functionality in such a way that will have a detrimental effect on the effectiveness of the Campaign(s).
- 6.14.2 WLG Worldwide Limited accepts no responsibility for any detrimental effect on the effectiveness of the Campaign(s) which results from any activity of You or any third party including, but not limited to, alterations on Your website.
- 6.14.3 The effectiveness of the Campaign(s) will be determined in part by the budget allotted thereto and available therefor. Failure by You to make the required budget(s) available may have a negative effect on the related Campaign(s). WLG Worldwide Limited accepts no responsibility for any such negative effects.

### **Website Design**

6.15 Where the Services include Web Design Services the following shall apply:

- 6.15.1 You will promptly, at WLG Worldwide Limited's request, provide all information, data, documentation, and client materials that WLG Worldwide Limited reasonably requires to perform their obligations under these T&Cs.
- 6.15.2 You hereby acknowledge that WLG Worldwide Limited's ability to perform its obligations under these T&Cs is dependent on Your full and timely cooperation and You hereby agree to provide the same.
- 6.15.3 Any third-party software including website themes required for the Project will be detailed within the Proposal. The license fee, unless stated in the Proposal, will be payable for the third-party software in addition to WLG Worldwide Limited's fees and will be Your sole responsibility unless otherwise agreed in writing.
- 6.15.4 WLG Worldwide Limited does not provide domain names and they are purchased at Your own expense and registered in Your name. WLG Worldwide Limited may recommend and connect, as part of the Project the domain to Your website. Thereafter the sole responsibility to renew the domain and any hosting not provided by WLG Worldwide Limited remains with You. WLG Worldwide Limited accepts no liability for any financial loss resulting from a domain not being renewed or hosting lapsing. WLG Worldwide Limited also make no guarantee that the same will always be fit for purpose and the contract for same will be between Yourself and third-party.
- 6.15.5 WLG Worldwide Limited may purchase a domain name on Your behalf if agreed to do so in writing. Upon termination of the Services WLG Worldwide Limited will release the same to You provided which all fees and payments are up to date.
- 6.15.6 WLG Worldwide Limited is not responsible for any third-party apps or software or for rectifying the same. Accordingly, any damage, loss of time, errors, omissions or downtime of third-party apps or software remains the third party's responsibility not WLG Worldwide Limited.
- 6.15.7 WLG Worldwide Limited will attempt to optimise the website for search engine purposes, but We do not warrant that this effort is in any way guaranteed.
- 6.15.8 Upon completion of the design, you shall have a 7-day Testing Period within which to carry out the Acceptance Tests on the Website. The Proposal includes three rounds of minor edits. Any changes above and beyond minor edits will result in further charges becoming payable at WLG Worldwide Limited's current hourly rate.
- 6.15.9 If the Acceptance Tests are not passed, you shall inform WLG Worldwide Limited at the end of the Testing Period of all Defects in writing. Upon receipt WLG Worldwide Limited shall have a period 14 Business Days to compile Defect Report providing the same to You at the end of the period.
- 6.15.10 If a fault or failure is found to have been caused by an act or omission by You, or by any other party associated with You for whom WLG Worldwide Limited has no responsibility, such 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.
- 6.15.11 Defects shall be remedied by WLG Worldwide Limited at no additional cost to You. You may request that WLG Worldwide Limited remedy a Non-Developer Defects, however WLG Worldwide Limited shall reserve the right to charge You in full for such remedial work at WLG Worldwide Limited's current rates and to require full payment of the same in advance.
- 6.15.12 You shall be deemed to have accepted the website before the Acceptance Tests and (where applicable)

Acceptance Retests have been passed if:

6.15.12.1 You use the website or any part of it during business other than for testing purposes in accordance with the Acceptance Tests; or

6.15.12.2 the Acceptance Tests or Acceptance Retests are unreasonably delayed for a period of more than 7 Business Days by You without WLG Worldwide Limited's written agreement to such a delay and to extend the relevant Testing Period or Retest Period. Once full payment has been made, no refund will be eligible. WLG Worldwide Limited will complete a commercially viable website. A maximum of 2 website rebuilds are within the agreed fee.

### **Website hosting**

6.16 Website hosting does not include any maintenance. WLG Worldwide Limited shall not have any control over any content contained on the site or be responsible for monitoring the same. WLG Worldwide Limited may provide additional support, but any such support will be subject to additional charges as detailed in a separate Proposal.

## **7. Customer Obligations**

7.1 You will provide any information, passwords, access, documentation detailed within the Proposal.

7.2 WLG Worldwide Limited may from time to time require Your input or feedback on any content prior to its publication in the course of the Services. You shall use all reasonable endeavours to respond with the required feedback within 5 Business Days.

7.3 WLG Worldwide Limited shall not be liable for any delays in the provision of the Services that may result from Your failure to comply with any of Your obligations (or the delivery requirements applying thereto) under this Clause 7 or any other of Your obligations arising under these T&Cs.

7.4 WLG Worldwide Limited shall not be liable for any images, content or intellectual property supplied by You. If any consents, licenses, or other permissions are needed from any third parties it shall be Your responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof).

## **8. Cancellation/Termination and Effects of Termination**

8.1 These T&Cs shall enter into force upon Your acceptance of the same. Your acceptance shall take place:

8.1.1 by means of You confirming Your acceptance of the same by signing the; or

8.1.2 You are making payment of the Deposit, or first payment stipulated within the Proposal sent to You.

8.2 These T&Cs, upon acceptance, shall continue for 1 (one) calendar month ("the Initial Term"). Thereafter they shall continue a rolling monthly basis.

8.3 Termination will occur:

8.3.1 upon completion of the Services; or

8.3.2 where you cancel the direct debit mandate and confirm the same in writing; or

8.3.3 upon Your request to cancel the Services provided which such request is received by WLG Worldwide Limited by means of email to [bill@elitepublishingacademy.com](mailto:bill@elitepublishingacademy.com). Where such request is received outside business hours termination will be treated as taking effect from 9am on the next working day.

8.4 Without prejudice to any other right or remedy available to it, either Party may terminate these T&Cs forthwith by giving written notice to the other Party in the following circumstances:

8.4.1 any sum owing to that Party by the other Party under any of the provisions of these T&Cs is not paid in accordance with Clause 4.

8.4.2 the other Party commits any other breach of any of the provisions of these T&Cs and, if the breach is capable of remedy, fails to remedy it within 10 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied.

8.4.3 an encumbrancer takes possession, or where the other Party is a Freelancer, a receiver is appointed, of any of the property or assets of that other Party.

8.4.4 the other Party makes any voluntary arrangement with its creditors or being a Freelancer, becomes subject

to an administration order (within the meaning of the Insolvency Act 1986).

- 8.4.5 the other Party, being an individual or firm, has a bankruptcy order made against it or being a Freelancer, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the Freelancer resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under this Agreement).
  - 8.4.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party.
  - 8.4.7 that other Party ceases, or threatens to cease, to carry on business; or
  - 8.4.8 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 8, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 8.5 For the purposes of sub-Clause 8.4.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.

**Upon the termination or expiry of these T&Cs for any reason:**

- 8.6 any sum owing by either Party to the other under any of the provisions of these T&Cs shall become immediately due and payable. Where termination is requested by You after payment for the current month is received You will remain liable for remainder of the month in which You terminated the Services. In the case of a Project, you will be liable for the Project on a time spent basis.
- 8.7 all licenses granted to WLG Worldwide Limited by You in any client materials shall terminate immediately.
- 8.8 each Party shall (except to the extent referred to in Clause 13) immediately cease to use, either directly or indirectly, any Confidential Information belonging to the other Party and shall at the other Party's request, either promptly return or destroy all such Confidential Information in its possession and/or control.
- 8.9 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of these T&Cs shall remain in full force and effect.
- 8.10 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of these T&Cs which existed at or before the date of termination; and
- 8.11 subject as provided in this Clause 8 and except in respect of any accrued rights neither Party shall be under any further obligation to the other.

**9. Liability**

- 9.1 WLG Worldwide Limited (as an "Indemnifying Party") hereby undertakes to indemnify You (as an "Indemnified Party") and to always keep You fully indemnified from and against all losses arising because of any action or claim from Your use, possession, or ownership of all materials created by WLG Worldwide Limited while providing the Services constitutes an infringement of any Intellectual Property Rights belonging to a third party.
- 9.2 You (as an "Indemnifying Party") hereby undertakes to indemnify WLG Worldwide Limited (as an "Indemnified Party") and to always keep WLG Worldwide Limited fully indemnified from and against all losses arising because of any action or claim against WLG Worldwide Limited's for the use of any client materials made available by You while providing the Services which constitutes an infringement of any Intellectual Property Rights belonging to a third party.
- 9.3 In the event of an action or claim arising as under sub-Clauses 9.1 or 9.2, the Indemnifying Party shall have complete control over the litigation and/or settlement of the action or claim and shall keep the Indemnified Party fully informed of the same at reasonable intervals.
- 9.4 In the event of an action or claim arising as under sub-Clauses 9.1 or 9.2, the Indemnified Party shall:
  - 9.4.1 Notify the Indemnifying Party immediately in writing upon becoming aware of the action or claim.
  - 9.4.2 Make no admissions or attempt any settlements of the action or claim without the express written consent of the Indemnifying Party.

9.4.3 Provide the Indemnifying Party with all reasonable information and assistance reasonably required by the Indemnifying Party, at the Indemnifying Party's cost, with respect to the action or claim; and

9.4.4 Allow the Indemnifying Party complete control over the litigation and/or settlement of the action or claim.

## **10. Warranties**

10.1 Each Party hereby warrants to the other that it has the full power and authority to enter these T&Cs and to perform its respective obligations hereunder.

10.2 WLG Worldwide Limited represents, warrants, undertakes, and agrees that all content produced by WLG Worldwide Limited while providing the Services shall be original (save to the extent that it incorporates any client materials), and shall not infringe any Intellectual Property Rights belonging to a third party.

10.3 You represent, warrant, undertake and agree with WLG Worldwide Limited that all client materials shall not, under the laws of England and Wales, be obscene, blasphemous, offensive to religion, or defamatory of any person and shall not contain any material that has been obtained in violation of the Data Protection Act 2018, the Freedom of Information Act 2000, the Regulation of Investigatory Powers Act 2000, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Official Secrets Act 1989, or any similar domestic legislation and nothing contained in the Required Materials or other Client Materials will, if published, constitute a contempt of court.

## **11. Limitation of Liability**

11.1 Subject to sub-Clause 11.2, neither Party shall be liable to the other for any loss of profit, indirect, special, or consequential loss or damages.

11.2 Nothing in these T&Cs shall exclude or limit either Party's liability for death or personal injury resulting from its negligence, fraud or fraudulent misrepresentation, any breach of Clause 10 the indemnities in sub-Clauses 10.1 and 10.2, or other form of liability that cannot be excluded or limited by law.

11.3 Subject to sub-Clause 11.1 and 11.2, each Party's total liability to the other in respect of any claims arising out of, or in connection with these T&Cs whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed:

11.3.1 in the case of the Services being provided monthly the total sums paid or payable by You for the Services provided in one calendar month: or

11.3.2 in the case of the Services being provided on a Project basis, the total sums paid or payable by You for the Project.

## **12. Data Protection**

12.1 All personal information that WLG Worldwide Limited may use will be collected, processed, and held in accordance with the provisions of the Data Protection Act 2018, the UK General Data Protection Regulation ("UKGDPR") and Your rights under the UKGDPR and any adaptation of the same which the UK implements.

## **13. Confidentiality**

13.1 Each Party shall, always during the continuance of the Agreement and for 2 years after its termination:

13.1.1 keep confidential all Confidential Information.

13.1.2 not disclose any Confidential Information to any other party.

13.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement.

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

13.1.5 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 13.1.1 to 13.1.4 above.

13.2 Either Party may:

13.2.1 disclose any Confidential Information to:

13.2.1.1 any sub-contractor or supplier of that Party.

13.2.1.2 any governmental or other authority or regulatory body; or

13.2.1.3 any employee or officer of that Party or of any of the persons, parties, or bodies.

to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party, or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 11.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 11, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

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

13.3 The provisions of this Clause 13 shall continue in force in accordance with their terms, notwithstanding the termination of the Services.

## 14. Data Processing

14.1 In this Clause 14, "personal data", "data subject", "data controller", "data processor", and "personal data breach" shall have the meaning defined in Article 4 of the UK GDPR.

14.2 The Parties hereby agree that they shall both comply with all applicable data protection requirements set out in the Data Protection Legislation. This Clause 14 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.

14.3 For the purposes of the Data Protection Legislation and for this Clause 14, the Client, namely You is the "Data Controller" and "WLG Worldwide Limited" is the "Data Processor".

14.4 The type(s) of personal data, the scope, nature and purpose of the processing, and the duration of the processing will be provided to You and Entitled "Data Processing Schedule".

14.5 The Data Controller shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Data Processor for the purposes described in the Proposal and these T&Cs.

14.6 The Data Processor shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under these T&Cs:

14.6.1 Process the personal data only on the written instructions of the Data Controller unless the Data Processor is otherwise required to process such personal data by law. The Data Processor shall promptly notify the Data Controller of such processing unless prohibited from doing so by law.

14.6.2 Ensure that it has in place suitable technical and organisational measures (as approved by the Data Controller) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage, or destruction. Such measures shall be proportionate to the potential harm resulting from such events, considering the current state of the art in technology and the cost of implementing those measures. Measures to be taken are set out in the Data Processing Schedule.

14.6.3 Ensure that all staff with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential; and

14.6.4 Not transfer any personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are satisfied:

14.6.4.1 The Data Controller and/or the Data Processor has/have provided suitable safeguards for the transfer of personal data.

14.6.4.2 Affected data subjects have enforceable rights and effective legal remedies.

14.6.4.3 The Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to all personal data so transferred; and

14.6.4.4 The Data Processor complies with all reasonable instructions given in advance by the Data Controller with respect to the processing of the personal data.

- 14.6.5 Assist the Data Controller at the Data Controller's cost, in responding to all requests from data subjects 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).
- 14.6.6 Notify the Data Controller without undue delay of a personal data breach.
- 14.6.7 On the Data Controller's written instruction, delete (or otherwise dispose of) or return all personal data and all copies thereof to the Data Controller on termination of these T&Cs unless it is required to retain any of the personal data by law; and
- 14.6.8 Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause 14 and to allow for audits by the Data Controller and/or any party designated by the Data Controller.

14.7 The Data Processor shall not sub-contract any of its obligations with respect to the processing of personal data under this Clause 14.

14.8 Either Party may, at any time, and on at least 30 calendar days' notice, alter this Clause 14, 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 14 by attachment to this Agreement

## **15. Force Majeure**

15.1 No Party to these T&Cs will be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

15.2 If a Party to these T&Cs cannot perform their obligations thereunder because of force majeure for a continuous period of 3 months, the other Party may at its discretion terminate these T&Cs by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services completed up to the date of termination. Such payment shall consider any prior contractual commitments entered in reliance on the performance of the Project.

## **16. No Waiver**

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

## **17. Further Assistance**

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

## **18. Costs**

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

## **19. Set-Off**

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

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

20.1 The T&Cs shall be personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-license or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

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

## **21. Time**

The Parties agree that the times and dates referred to in the T&Cs are for guidance only and are not of the essence of the T&Cs and may be varied by mutual agreement between the Parties.

## **22. Relationship of the Parties**

Nothing in the T&Cs 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 these T&C.

## **23. Third Party Rights**

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

## **24. Notices**

24.1 All notices under the T&Cs shall be in writing and be deemed duly given:

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

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

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

24.1.4 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 notified to the other Party.

## **25. Entire Agreement**

25.1 The T&Cs contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

25.2 Each Party shall acknowledge that, in entering into these T&Cs, it does not rely on any representation, warranty or other provision except as expressly provided in these T&Cs, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

## **26. Severance**

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

## **27. Intellectual Property**

27.1 All Intellectual Property Rights subsisting in any client materials provided by You shall at all times remain Your property (or its licensors, as appropriate). Nothing in these T&Cs shall vest any rights in any material provided by, or otherwise belonging to You (or its licensors, as appropriate) in WLG Worldwide Limited. You hereby grant to WLG Worldwide Limited, a non-exclusive, non-transferable, revocable, worldwide license to use any and all client materials for the purposes of providing the Services in accordance with these T&Cs.

27.2 WLG Worldwide Limited shall retain the ownership of any and all Intellectual Property Rights that may subsist in the processes used or anything produced by WLG Worldwide Limited that is used in the course of WLG Worldwide Limited's business for providing the Services. WLG Worldwide Limited shall be deemed to automatically grant a royalty-free, non-exclusive license of any and all such rights to You to use the same in accordance with the terms of these T&Cs and the Services.

27.3 Upon receipt in full by WLG Worldwide Limited of all sums due, the copyright and any and all other Intellectual Property Rights subsisting in Services (save for where the Services include web design Services) created by WLG Worldwide Limited for You shall be assigned to You and WLG Worldwide Limited shall be deemed to have waived any and all moral rights in respect of the same. WLG Worldwide Limited shall execute all documents and take all actions necessary or reasonably requested by You to document, obtain, maintain, perfect, or assign its rights in such content.

27.4 Once assigned You hereby grant a royalty-free, non-exclusive license to WLG Worldwide Limited which shall continue after the termination of these T&Cs, to use any of the Services works in promotional material. You may revoke the license by giving WLG Worldwide Limited notice in writing of not less than 30 days.

### **Web Design**

27.5 You understand that where the Services provided to you include that of web design the intellectual property cannot be assigned to You. WLG Worldwide Limited provides these Services by means of web design templates and accordingly the intellectual property rights remain with the third-party provider.

27.6 By signing these T&Cs You grant to WLG Worldwide Limited a license to display either of the following "web design by WLG Worldwide Limited" on the completed website. You may revoke the license by giving WLG Worldwide Limited notice in writing of not less than 30 days.

## **28. Law and Jurisdiction**

28.1 These T&Cs (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.

By agreeing these T&Cs both Parties understand that a legally binding Contract, under these terms, has been agreed and will be in force.

## DATA PROCESSING SCHEDULE

### 1. Data Processing

#### Scope

We collect all relevant data required to carry out this service for you.

#### Nature

We will only collect the minimum required information to enable us to carry out these services.

#### Purpose

To enable us to carry out the services as outlined in the Proposal.

#### Duration

Throughout the duration of the service and for a maximum of 12 months thereafter unless longer retention is required by Statute.

### 2. Types of Personal Data

Name  
Address  
Email  
Telephone Number

### 3. Categories of Data Subject

Suppliers  
Customers  
Contractors

### 4. Organisational and Technical Data Protection Measures

Password protection  
Anti-virus software