

**THE CONTENT HIVE LIMITED – (BUSINESS) - TERMS & CONDITIONS**

These Terms & Conditions are the standard terms for the provision of all the Social Media Marketing Services to businesses by The Content Hive Limited a company registered in England & Wales under number 12787596 whose registered office is at 1 Manley Highway Cottages, Hitchin Herts SG5 2ES (“the Company” “Us” “We” “Our”)

**1. Definitions and Interpretation**

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

- “Agreement”** means the separate Agreement We enter into with the Client which is subject to these terms;
- “Business Day”** means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in London;
- “Client Materials”** means any and all materials, including but not limited to the Clients existing trademarks or designs, which the Client may provide to the Company for use in its provision of the Social Media Marketing Services;
- “Confidential Information”** means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

<b>“Intellectual Property Rights”</b>	<p>means (a) any and all rights in any patents, trade marks, 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 trade marks and service marks, copyrights, database rights, know-how, rights in designs and inventions;</p> <p>(b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a);</p> <p>(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</p> <p>(d) the right to sue for past infringements of any of the foregoing rights;</p>
<b>“Initial Fee”</b>	means the fee payable for the Initial Period of Social Media Marketing Services provision in accordance with Agreement;
<b>“Per-Period Fee”</b>	means the fee payable for each Subsequent Period of Social Media Marketing Services provision in accordance with the Agreement;
<b>“Period”</b>	means either the Initial Period or a Subsequent Period, as set out in the Agreement;
<b>“Required Information”</b>	means information concerning the Client’s business, website/s, social media presence, trading, service provision, key staff or directors required by the Company in order to provide the Social Media Marketing Services, as set out in the Agreement;
<b>“Required Materials”</b>	means materials, including but not limited to marketing materials, articles, posts, advertising, existing copy, and any other such like required by the Company in order to provide the Social Media Marketing Services;
<b>“SEO Services”</b>	means the SEO services terms & Conditions in accordance with these terms and conditions of this and as defined in Schedule 1; and
<b>“Website SEO”</b>	means the application of the SEO services to the Website including, but not limited to, the editing of the Website;

- “Social Media Content”** means any and all content, including but not limited to posts, tweets, articles, copy, content, videos, photographs, and any other suchlike created by the Company for publication on social media in the course of providing the Social Media Services; and
- “Social Media Marketing Services”** means the social media marketing services to be provided by the Company to the Client in accordance with these terms and conditions and as defined in the Agreement and which may include if required providing training and/or guest speakers at events from time to time.
- “Video”** means any completed video item to be provided to you (including any soundtrack forming part of it) in any format on any physical medium/media or any such item which we send or make available to you via the internet or other electronic means;
- “Video Services”** means the services provided by the Company to the Client in accordance with the terms of this agreement and the video terms & conditions set out in Schedule 2;
- “Video Shoot”** means all work involved in shooting to provide the material to form the basis of a completed Video, including on and off site preparation beforehand (but not editing or other post-shooting work), and references to “the date of the Video Shoot” shall refer to the date on which we will be shooting that material.

- 1.2 Unless the context otherwise requires, each reference in these Terms to:
- 1.2.1 “writing”, and any similar 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 Terms” is a reference to these terms as also apply to the Agreement and each of the Schedules as amended or supplemented at the relevant time;
  - 1.2.4 a Schedule is a schedule to these Terms and as applicable the Agreement; and

- 1.2.5 a Clause or paragraph is a reference to a Clause of these Terms (other than the Schedules) or a paragraph of the relevant Schedule.
- 1.2.6 a "Party" or the "Parties" refer to the parties to the Agreement.
- 1.3 The headings used in these Terms and the Agreement are for convenience only and shall have no effect upon the interpretation.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include corporations.
- 1.7 The Terms & Conditions relating to the provision of SEO Services and Video Services shall only apply where those Services are supplied to the Client. In the event of conflict of those with the main body of these terms the terms in the Schedules shall take precedence.

## **2. Provision of the Social Media Marketing Services**

- 2.1 The Company shall, throughout the Initial Period and any and all agreed Subsequent Periods, provide the Social Media Marketing Services that are identified in the Agreement, to the Client.
- 2.2 The Company shall provide the Social Media Marketing Services with reasonable skill and care, commensurate with prevailing standards in the social media marketing industry in the United Kingdom.
- 2.3 The Company shall act in accordance with these terms and the Agreement and with all reasonable instructions given to it by the Client provided that such instructions are compatible with the scope of the Agreement and the definition of the Social Media Marketing Services in the Agreement.
- 2.4 The Company 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 Social Media Marketing Services.
- 2.5 The Company shall use all reasonable endeavours to accommodate any reasonable changes to the Social Media Marketing Services that may be requested by the Client, for instance if the Client wishes to expand the scope of the Social Media Services subject to the Client's acceptance of any related reasonable changes to the fees payable that may be due as a result of such changes.

## **3. The Social Media Marketing Services**

- 3.1 The Company shall provide the Social Media Marketing Services as described in these Terms and the Agreement.

#### **4. The Client's Obligations**

- 4.1 The Company requires the following in order to provide the Social Media Marketing Services:
  - 4.1.1 The Required Information about the Client and its business, activities, marketing, advertising, staff, business news, plans, people; and
  - 4.1.2 The Required Materials for use in Social Media Content.
  - 4.1.3 Full access credentials to all the Clients platforms;
- 4.2 The Client shall provide the Required Information and the Required Materials in Clause 4.1 above, to the Company by the Commencement Date and then update at regular intervals or whenever a special circumstance or matter arises ("the Delivery Date"). The Commencement Date is as defined in the Agreement.
- 4.3 The Company may from time to time require the Client's input or feedback on Social Media Content prior to its publication in the course of the Social Media Marketing Services. The Client shall use all reasonable endeavours to respond with the required feedback within 2 Business Days.
- 4.4 In the event that any of the Required Information, or any other information supplied by the Client to the Company (including, but not limited to, the access credentials) changes and such a change will materially affect the provision of the Social Media Marketing Services by the Company, the Client shall inform the Company of the same without undue delay.
- 4.5 The Company shall not be liable for any delays in the provision of the Social Media Marketing Services that may result from the Client's failure to comply with any of its obligations (or the delivery requirements applying thereto) under this Clause 4 or any other of its obligations arising under these Terms and the Agreement.

#### **5. Fees and Payment**

- 5.1 In consideration of the Social Media Marketing Services the Client shall pay to the Company the Fees as set out in the Agreement
- 5.2 Payment of Fees shall be due within 5 Business Days of the date of the Company's invoice for the same or on the end date of the Subsequent Period to which it relates whichever is sooner.
- 5.3 All payments made shall be expressly exclusive of any value added tax chargeable thereon.
- 5.4 The Company shall be reimbursed all reasonable travelling expenses including mileage to be agreed in advance by the Client in respect of any expenses incurred by the Company in providing the Social Media Marketing Services payable within 5 Business Days of the Company's invoice for the same.

- 5.5 Without prejudice to sub-Clause 11.3.1 (termination for non-payment), any sums which remain unpaid following the expiry of the payment period applicable shall incur interest of 4% per annum above the base rate of the Bank of England from time to time until payment is made in full of any such outstanding sum. This provision shall not apply to payments disputed in good faith.

## 6. Intellectual Property Rights

- 6.1 All Intellectual Property Rights subsisting in the Required Information, Required Materials, and in any other Client Materials shall at all times remain the property of the Client (or its licensors, as appropriate). Nothing in these Terms or the Agreement shall vest any rights in any material provided by, or otherwise belonging to the Client (or its licensors, as appropriate) in the Company. The Client hereby grants to the Company a limited, non-exclusive, non-transferable, revocable, worldwide licence to use any and all Required Information, Required Materials and any other Client Materials for the purposes of providing the Social Media Marketing Services in accordance with the Agreement.
- 6.2 Upon receipt in full by the Company of all sums due under the Agreement, but not otherwise, the copyright and any and all other Intellectual Property Rights subsisting in the Social Media Content created by the Company during that Period shall be assigned to the Client and the Company shall be deemed to have waived any and all moral rights in respect of the same. The Company shall execute all documents and take all actions necessary or reasonably requested by the Client to document, obtain, maintain, perfect or assign its rights in such content.

## 7. Indemnity

- 7.1 The Company (as an “Indemnifying Party”) hereby undertakes to indemnify the Client (as an “Indemnified Party”) and to keep the Client at all times fully indemnified from and against all losses arising as a result of any action or claim that the Client’s use, possession or ownership of any and all materials (including, but not limited to, Social Media Content) created by the Company in the course of providing the Social Media Marketing Services constitutes an infringement of any Intellectual Property Rights belonging to a third party.
- 7.2 The Client (as an “Indemnifying Party”) hereby undertakes to indemnify the Company (as an “Indemnified Party”) and to keep the Company at all times fully indemnified from and against all losses arising as a result of any action or claim that the Company’s use of any Required Information, Required Materials or other Client Materials in the course of providing the Social Media Marketing Services constitutes an infringement of any Intellectual Property Rights belonging to a third party.
- 7.3 In the event of an action or claim arising as under sub-Clauses 7.1 or

7.2, 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.

7.4 In the event of an action or claim arising as under sub-Clauses 7.1 or 7.2, the Indemnified Party shall:

7.4.1 Notify the Indemnifying Party immediately in writing upon becoming aware of the action or claim;

7.4.2 Make no admissions or attempt any settlements of the action or claim without the express written consent of the Indemnifying Party;

7.4.3 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

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

## 8. **Warranties**

8.1 Each Party hereby warrants to the other that it has the full power and authority to enter into the Agreement and to perform its respective obligations hereunder.

8.2 The Company represents, warrants, undertakes, and agrees with the Client that all content produced by the Company in the course of providing the Social Media Marketing Services (including, but not limited to, Social Media Content) shall be original to the Company (save to the extent that it incorporates any of the Required Information, Required Materials or other Client Materials), and shall not infringe any Intellectual Property Rights belonging to a third party.

8.3 The Client represents, warrants, undertakes and agrees with the Company that the Required Materials and any other Client Materials shall be original to the Client (or that, where any Required Materials or other Client Materials are provided by a third party, it has received the necessary consents or permissions to use the same) and shall not infringe any Intellectual Property Rights belonging to a third party.

8.4 The Client represents, warrants, undertakes and agrees with the Company that the Required Materials and other 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 UK GDPR, 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 [or foreign] legislation and nothing contained in the Required Materials or other Client Materials will, if published, constitute a contempt of court.

## 9. **Limitation of Liability**

- 9.1 Subject to sub-Clause 9.2, neither Party shall be liable to the other for any loss of profit, indirect, special or consequential loss or damages.
- 9.2 Nothing in these Terms or the Agreement shall exclude or limit either Party's liability for death or personal injury resulting from its negligence, or fraud or fraudulent misrepresentation, or any breach of Clause 10, the indemnities in sub-Clauses 7.1 and 7.2, or other form of liability that cannot be excluded or limited by law.
- 9.3 Subject to sub-Clause 9.1 and 9.2, each Party's total liability to the other in respect of any claims arising out of, or in connection with, these Terms or the Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total sums paid or payable by the Client to the Company in the 3 months prior to the claim, or £3,000, whichever is greater.

## 10. **Confidentiality**

- 10.1 Each Party undertakes that, except as provided by sub-Clause 10.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Agreement and for 6 years after its termination or expiry:
    - 10.1.1 keep confidential all Confidential Information;
    - 10.1.2 not disclose any Confidential Information to any other party;
    - 10.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of these Terms and the Agreement;
    - 10.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
    - 10.1.5 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 10.1.1 to 10.1.4 above.
  - 10.2 Either Party may:
    - 10.2.1 disclose any Confidential Information to:
      - 10.2.1.1 any sub-contractor or supplier of that Party;
      - 10.2.1.2 any governmental or other authority or regulatory body; or
      - 10.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;
- to such extent only as is necessary for the purposes contemplated by these Terms and the Agreement (including, but not limited to, the provision of the Social Media Marketing Services), or as required by law. In each case that Party shall



first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 10.2.1.2 or 10.2.1.3 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 10, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

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

10.3 The provisions of this Clause 10 shall continue in force in accordance with their terms for a period of 6 years after the termination or expiry of the Agreement, notwithstanding the termination of the Agreement for any reason.

## 11. **Term and Termination**

11.1 The Agreement shall enter into force on the date it is signed by all parties.

11.2 Either Party may terminate the Agreement at any time by giving to the other not less than 1 months written notice.

11.3 Without prejudice to any other right or remedy available to it, either Party may terminate the Agreement forthwith by giving written notice to the other Party in the following circumstances:

11.3.1 any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid within 10 Business Days of the due date for payment;

11.3.2 the other Party commits any other material breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 7 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;

11.3.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;

11.3.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

11.3.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation

(except for the purposes of bona fide amalgamation or reconstruction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);

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

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

11.3.8 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 12, “control” and “connected persons” shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.

11.4 For the purposes of sub-Clause 11.3.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.

## 12. **Effects of Termination**

Upon the termination or expiry of the Agreement for any reason:

12.1 any sum owing by either Party to the other under any of the provisions of these Terms or the Agreement shall become immediately due and payable;

12.2 all licences granted to the Company by the Client to use the Required Information, Required Materials, any and all other Client Materials shall terminate immediately;

12.3 the Company shall, at the Client’s request, either promptly return or destroy all Required Information, Required Materials, and other Client Materials in its possession and/or control and shall issue a certificate of such return and/or destruction;

12.4 each Party shall (except to the extent referred to in Clause 10) immediately cease to use, either directly or indirectly, any Confidential Information belonging to the other Party (including, but not limited to, the Client’s access credentials) and shall at the other Party’s request, either promptly return or destroy all such Confidential Information in its possession and/or control and shall issue a certificate of such return and/or destruction;

12.5 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;

12.6 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 Terms and the Agreement which existed at or before the date of

termination; and

12.7 subject as provided in this Clause 12 and except in respect of any accrued rights neither Party shall be under any further obligation to the other.

### 13. **Force Majeure**

13.1 Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. 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.

13.2 In the event that a Party to the Agreement cannot perform their obligations as a result of force majeure for a continuous period of 4 weeks, the other Party may at its discretion terminate the Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all work completed up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of the Agreement.

### 14. **No Waiver**

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

### 15. **Further Assurance**

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

### 16. **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 these Terms and the Agreement.

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

17.1 The Agreement is personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights, or sub-contract or otherwise

delegate any of its obligations without the written consent of the other Party, such consent not to be unreasonably withheld.

- 17.2 Each Party 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 these Terms and the Agreement, be deemed to be an act or omission of the Party in question.

## 18. **Relationship of the Parties**

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

## 19. **Notices**

- 19.1 All notices under shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

- 19.2 Notices shall be deemed to have been duly given:

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

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

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

19.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

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

## 20. **Entire Agreement**

- 20.1 These Terms and the Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

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

21. **Severance**

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

22. **Alternative Dispute Resolution**

22.1 Any dispute or difference arising between the Parties relating to these Terms or the Agreement or its subject matter shall be referred to a single arbitrator to be agreed upon by the Parties or, failing such agreement, to be appointed by the then President of the Law Society, such arbitrator to have all of the powers conferred upon arbitrators by the laws of England and Wales.

22.2 The Parties hereby agree that the decision of the Arbitrator shall be final and binding on both Parties.

23. **Law and Jurisdiction**

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

23.2 Subject to the provisions of Clause 22, any dispute, controversy, proceedings or claim between the Parties relating to these Terms or the Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

**SCHEDULE 1**

**The SEO Terms & Conditions**

24. **Definitions and Interpretation**

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

**“Audit Report”** means a report setting out the current status of the Website with respect to SEO and search engine rankings;

**“Competition Report”** means a report providing details of factors including, but not limited to, competing websites’ search engine rankings;

<b>“Designated Search Engines”</b>	means the search engines on which the Company shall apply the SEO Services with a view to improving the ranking of the Website;
<b>“Keyword Report”</b>	means a report detailing the Company’s recommendations for keywords to be included in the Website;
<b>“Required Information”</b>	means the information which the Client must supply to the Company to enable the Company to carry out the SEO Services;
<b>“SEO Services”</b>	means the SEO services to be provided by the Company to the Client in accordance with the terms and conditions of this Agreement; and
<b>“Website SEO”</b>	means the application of the SEO services to the Website including, but not limited to, the editing of the Website.

## 25. Nature of Engagement

- 25.1 The Company shall at all times be responsible for organising how and in what order the SEO Services are performed and shall liaise with the Client (or the Client’s representative) to ensure that due account is taken of the impact of the timing of the SEO Services to be performed upon the activities of the Client and any other contractors, consultants and similar third parties also engaged by the Client.
- 25.2 The engagement under the Agreement and these Terms is mutually non-exclusive and the Company shall be entitled, at its own expense, to subcontract the performance of the SEO Services.

## 26. The SEO Services

- 26.1 The Company shall provide the SEO Services in accordance with these Terms and the Agreement.
- 26.2 The Company shall not incur any charges to the Client including, but not limited to, the setting up of pay-per-click campaigns, without the prior written agreement and authorisation of the Client.
- 26.3 The Website SEO shall be performed directly and all changes to the Website shall be uploaded directly to the host server. The Client shall provide the required access credentials including, on or before the Commencement Date.
- 26.4 The Company shall produce the following milestone deliverables:
- 26.4.1 the Audit Report;

- 26.4.2 the Competition Report;
- 26.4.3 the Keyword Report;
- 26.4.4 the Website SEO;
- 26.5 The Client understands and acknowledges the following:
  - 26.5.1 The times for websites to appear on search engine listings vary and the Company can thus not guarantee that the Website will appear immediately on the Designated Search Engines or that its position will change immediately from that which it held prior to the SEO Services being performed.
  - 26.5.2 The Company cannot control search engines and cannot provide any guarantee that any of the Designated Search Engines will not change their policies or functionality in such a way that will have a detrimental effect on the ranking of the Website following the completion of the SEO Services.
  - 26.5.3 The Company accepts no responsibility for any detrimental effect on the Website's search engine rankings which results from any activity of the Client or any third party including, but not limited to, alterations to the Website.
  - 26.5.4 The Company makes no guarantee that the SEO Services will result in the Website appearing in the top 10 search results on the Designated Search Engines.

## **SCHEDULE 2**

### **The Video Terms & Conditions**

#### **1.1 Definitions:**

**Acceptance Date:** the date on which the Client notifies the Company that it has received and accepts as satisfactory and final the Video and all other Delivery Materials.

**Briefing Document:** the document agreed between the Parties before commencement in writing.

**Budget:** the total cost of producing the Video, agreed between the Parties before commencement in writing.

**Delivery Date:** as set out in the Agreement or otherwise agreed by the Parties in writing.

**Key Personnel:** those persons listed in the Briefing Document who will provide services for the production of the Video, including presenters or actors appearing in or providing voice-over contributions to the Video, the director, individual Producer, lead photographer or cameraman, and editor.

**Products:** the products of the Services, including the Video, the Delivery Materials and all performances and literary, dramatic, artistic and musical material incorporated by the Company into the Video but excluding rights in works owned by the Client.

**Services:** the services to be provided by the Company under the Agreement.

2. The Company agrees to produce the Video in accordance with the Briefing Document and the Production Schedule and to provide such other services as are agreed between the parties from time to time in connection with the Video **Services**. The Services shall include:
  - (a) creating and developing a storyboard for the Video in discussion with the Client;
  - (b) consulting with and assisting in the writing of any script for narration in the Video;
  - (c) casting voice artists;
  - (d) selecting, gathering, holding and developing material that is to be contributed to the Video by third parties;
  - (e) making all necessary preparations for the filming and production of the Video;
  - (f) obtaining a licence to use background music;
  - (g) creating and producing the Video in accordance with the Production Schedule; and
  - (h) undertaking and overseeing all post-production titling, editing, scoring, dubbing, cutting and completion of the Video.

### 3. Creative control



- 3.1 The parties agree to meet from time to time as agreed between the parties to consult in good faith with each other over the editorial content and artistic direction of the Video.
- 3.2 The Company will submit to the Client details of the scripts, voices, storyboards, design and music for the Video for review and acceptance and the Client shall confirm either its acceptance or non-acceptance with reasons in writing within 3 Business Days after receipt of such details. If the Company does not receive notice of such acceptance or non-acceptance within that period of 3 Business Days, the Client will be deemed to have accepted such details, which will then form part of the Delivery Materials.

#### **4. Obligations**

- 4.1 The Company agrees that it shall:
  - (a) render the Services in accordance with the Client's reasonable instructions and requests;
  - (b) not without prior discussion with the Client make any commercial use of its role in, or association with, the Video;
  - (c) be responsible for arranging and supervising the performance of the Services and delivery of the Delivery Materials;
- 4.2 The Client agrees that it shall:
  - (a) provide the Company with reasonable access to its premises at no expense to the Company inclusive of the cost of space, heat, light, power providing that the Company shall, and shall procure that all its employees and contractors shall, enter into the Client's standard conditions for such access if so required; and
  - (b) inform all employees, agents and guests at its premises of the proposed filming and obtain relevant and sufficient release forms duly signed by all such persons;
  - (c) where necessary and agreed give the Company access to the Client's personnel and instruct such personnel to assist and support the Company wherever possible, to comply with the Company's reasonable requests in making the Video, and in particular to provide such information as the Company may request; and
  - (d) provide access to digital information, company graphics and website for use in the Video.

#### **5. Credit**

The Client authorises the Company to insert, or have the appropriate third party insert, credit as the Company of the Video on the end credits of the

Video, with its name and web address printed on all hard copies of the Video and included alongside all online versions of the Video Fees and payment.

## **6. Rights**

- 6.1 Subject to payment in full, the Company hereby grants and assigns to the Client absolutely:
- (a) the entire copyright throughout the world in all media whether now known or hereafter developed for the full period of copyright and all renewals, revivals, reversions and extensions thereof (and thereafter, in so far as it is able, in perpetuity) including so called rental and lending rights and, to the extent relevant, by way of present assignment of future copyright; and
  - (b) all other rights whatsoever including all consents under Part II of the Copyright, Designs and Patents Act 1988 or any statutory modification or re-enactment thereof for the time being in force (**CDPA**) in the Products, and the Company hereby agrees to procure the giving of similar consents from all persons engaged or employed by the Company and whose performances or intellectual property rights are incorporated in the Products, to enable the Client to make the fullest use of the Products without restriction or payment of further fees.
- 6.2 The Company recognises that the Client has the unlimited right to edit, copy, alter, add to, take from, adapt and translate all or any of the Products after delivery by the Company and hereby irrevocably and unconditionally waives the benefits of any provision of law relating to so-called "moral rights" (including without limitation any rights of the Company under section 77 to section 85 inclusive of the CDPA) and any similar laws of any jurisdiction in relation to the Products. The Company further agrees to procure the waiver of all such rights in favour of the Client and its successors in title by all persons engaged or employed by the Company and who contribute to the Video and to whom such rights may accrue.
- 6.3 The Client agrees that the Company may use the Client's name and intellectual property rights solely to the extent necessary for the purpose of providing the Services, such as by including them on Delivery Materials, referring to them in paperwork and in discussions with third parties in order to indicate the nature of the Video, and including them in the Company's own promotional materials and showreels. The Client warrants that no such use shall infringe the rights of any third party.
- 6.4 The Company shall have the non-exclusive right for a period of 6 years from the Delivery Date to use extracts from the Video for its own promotional use in internal and client and prospective client presentations, showreels and on the Company's website.

## **7. Warranties**

- 7.1 The Company hereby warrants, represents and undertakes to the Client that:
- (a) the Video (save to the extent that it incorporates material made available to the Company by the Client) will be wholly original to the Company and will not infringe the copyright or any other rights of any third party, including rights to privacy;
  - (b) the Video will not contain any defamatory matter or breach any contract or duty of confidence.
- 7.2 The Client hereby warrants, represents and undertakes to the Company that:
- (a) it is fully entitled to enter into and perform this agreement;
  - (b) it shall either own, or have obtained and paid for licences to use, all materials provided to the Company by the Client in connection with the production of the Video; and
- 7.3 Neither party shall be liable to the other party for incidental, consequential, special or punitive damages or loss of profits which the other party may suffer arising out of any breach of this agreement.

## **8. Confidentiality**

- 8.1 The Company shall not, without the prior consent of the Client, make to any third party any statement or supply any information or photograph or trailer relating to the Video or to the Services or to the business or legal affairs of the other, other than to state that it is producing the Video (but this shall not prevent proper disclosures of information to the parties' professional advisers or as required by law).
- 8.2 Notwithstanding clause 8.1, the Company acknowledges that the Client is subject to the Freedom of Information Act 2000 and may be required to release information pursuant to that Act.
- 8.3 or any other breach.

## **9. Data protection**

- 9.1 Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including (without limitation) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 and the General Data Protection Regulation ((EU) 2016/679) as retained in UK law. This clause is in addition to, and does not reduce, remove or replace, a party's obligations arising from such requirements.

