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Date: 26.08.15

## **GENERAL TERMS & CONDITIONS**

#### 1. BASIS OF CONTRACT

- 1.1 The Proposal constitutes an offer by us to supply the Services to you in accordance with these Conditions
- 1.2 Subject to clause 1.7 of these Conditions, the Proposal shall only be deemed to be accepted when you issue written acceptance of the Proposal to us, at which point and on which date the Contract shall come into existence.
- 1.3 The Contract constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us that is not set out in the Contract.
- 1.4 Any samples, drawings, descriptive matter or advertising issued by us and any illustrations or descriptions of the Services contained in our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 1.5 These Conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate (whether by amending the Proposal without our agreement in writing or otherwise), or which are implied by trade, custom, practice or course of dealing.
- 1.6 Any Proposal given by us is only valid for a period of 20 Business Days from its date of issue.
- 1.7 If and insofar as we have not yet received your written acceptance of the Proposal, the Contract shall be deemed to have commenced as soon as we commence carrying out the Services for you at your request.

#### 2. YOUR OBLIGATIONS

- 2.1 You shall ensure that the terms of the Proposal are complete and accurate.
- 2.2 You shall provide us with any information and documents that we require for the proper and timely execution of the Services, and do so on time and in the form and manner that we require.
- 2.3 You guarantee the accuracy, completeness and reliability of all information and documentation provided by you to us pursuant to the Contract, whether such information and documentation originates with you, or has been acquired by you from third parties, and you shall indemnify us against any and all claims, liabilities, losses and damages that we suffer or incur either directly or indirectly as a result of our use of such information and/or documentation in the proper performance of the Services pursuant to the Contract.
- 2.4 If our performance of any of our obligations in respect of the Services is prevented or delayed by any act or omission by you, or failure by you to perform any obligation under the Contract (**Default**):
- (a) we shall without limiting our other rights or remedies have the right to suspend performance of the Services until you remedy the Default and to rely on the Default to relieve us from the performance of any of our obligations to the extent that the Default prevents or delays our performance of any of our obligations under the Contract;
- (b) we shall not be liable for any additional costs, losses and/or damage sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations under the Contract; and
- (c) you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Default.

#### 3. SUPPLY OF THE SERVICES

- 3.1 We shall provide the Services to the best of our knowledge and ability, and in accordance with the Proposal in all material respects.
- 3.2 Subject to clause 3.1, we shall determine the manner in which the Services will be supplied and by whom, with due observance of the wishes expressed by you in so far as is possible.
- 3.3 We shall only carry out, and charge you for, any work additional to the Services or any changes that we make to the Services if you have given your prior consent for such additional work/changes or if we are required to perform such additional work/changes by virtue of any applicable laws and regulations including any professional rules and regulations that apply to the Services.
- 3.4 Information provided to us by you shall be returned to you, at your request, after completion of the Services. We shall keep our own (electronic) working papers (files) in relation to the Services, containing copies of relevant documents, which remain our property. During the execution of the Services, we shall not be deemed to have had access to information originating from other services previously performed for you by us, or relating to any services being supplied to you by us under the terms of another contract.

#### 4. CONFIDENTIALITY & DATA PROTECTION

- 4.1 Unless (i) we are required under any applicable laws and regulations, including but not limited to professional rules and regulations, to disclose Confidential Information, or (ii) we or persons affiliated with, or working for us represent us or themselves in disciplinary, civil, administrative or criminal proceedings in which they are required by law to disclose any Confidential Information, we and the person(s) assigned by us shall neither disclose Confidential Information and personal data nor provide any such information to third parties, other than those referred to in clause 4.2.
- 4.2 You agree that, within the scope of: (i) the supply of the Services; (ii) compliance with our legal obligations; (iii) our internal risk management and quality review requirements; and (iv) internal business requirements, that we shall process Confidential Information and personal data concerning you and/or persons working for, formerly working for, or affiliated with, you, your clients or third parties, including sharing this information with:
- (a) our other approved suppliers;
- (b) if required, any other parties involved in the provision of the Services; and
- (c) our insurers, or legal or financial advisers.
- 4.3 We shall take appropriate measures in order to protect all Confidential Information and personal data in our possession or under our control, and shall inform any third parties and employees that we engage of the confidential nature of such information.
- 4.4 We shall process personal data in accordance with all applicable laws and regulations, including professional rules and regulations, in the field of protection of personal data.
- 4.5 Except where any laws or regulations, including professional rules and regulations, require you to disclose particular information, or we have given our prior written consent for you to do so, neither you nor any of your employees, agents or representatives shall not disclose, or provide to third parties, any information concerning the Contract or the content of reports, opinions or any other written or oral statements issued by us in relation to the Contract or otherwise.
- 4.6 We shall have the right to mention your name and sketch a broad outline of work performed to potential and existing clients as an illustration of our experience.

#### 5. INTELLECTUAL PROPERTY

- 5.1 All Intellectual Property Rights and all other rights in the Deliverables and any existing Pre-existing Materials shall be owned by us. Subject to clause 5.2, we licence to you all such rights free of charge and on a non-exclusive worldwide basis to such extent as is necessary to enable you to make reasonable use of the Deliverables and Services. If this agreement is terminated, this licence will automatically terminate.
- 5.2 You acknowledge that, where we do not own any of the Pre-existing Materials, your use of rights in Pre-existing Materials is conditional on us obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle us to licence such rights to you.

#### 6. FEES

- 6.1 Subject to the following provisions of this clause 6, our fees for the Services shall be those detailed in the Proposal.
- 6.2 If pricing factors, such as salaries and/or rates, should be subject to change between the Commencement Date and completion of the Services, we have the right to adjust the agreed fees accordingly.
- 6.3 Our fees are exclusive of out-of-pocket expenses and expense claims filed by third parties commissioned by us. You will be responsible for payment of all such expenses and expense claims, as referred to in more detail in clause 6.5.
- 6.4 All of our fees are exclusive of value added tax (VAT) or equivalent local sales tax (if outside of the UK) and other government levies, if any, to which we are subject and which shall be recharged to you.
- 6.5 Out of pocket expenses that we consider are likely to be incurred during provision of the Services (which are not always possible to predict) are set out below, together with an estimate of their likely cost. Out of pocket expenses additional to those set out below may also be incurred during provisions of the Services. Any such additional expenses will also be charged to you. All of the costs detailed below are exclusive of local taxes and/or VAT.

Out-of-pocket and studio expenses schedule:

Item	Estimated Cost
Travel by air short haul Travel by air long haul (Over 4.5 hours) Travel by car Travel by car passenger Overnight accommodation minimum charge (outside of London) UK Any booking fees Subsistence Courier/special delivery A3 printed presentation boards	- At cost standard class - At cost business class - 45 pence per mile - 20 pence per mile - £120 - At cost - At cost - At Cost - £35 per unit (produced
Printing colour Printing monochrome	for presentation of concept work) - 55 pence per copy - 20 pence per copy

### 7. PAYMENT

- 7.1 Payment of our fees, without any deduction, discount or debt settlement, is due within 30 days of the invoice date. Payments, denominated in the currency indicated in the invoice, shall be remitted to a bank account designated by us. Objections to any amounts charged shall not suspend your obligation to pay.
- 7.2 You will pay a deposit of 30% of the agreed total cost of the Services to us when you issue written acceptance of the Proposal to us. A pre-agreed payment schedule will be agreed with regard to payment of the remaining 70% within 5 Business Days of the Commencement Date and will form part of the Contract.

Payment Schedule:

Deposit - 30% (thirty per cent) on the Commencement Date Balance - the fees for each stage of the Services thereafter to be invoiced upon completion of such stage.

- 7.3 All judicial and extrajudicial (collection) costs that we incur in connection with your failure to comply with your (payment) obligations are for your account.
- 7.4 If we believe that your financial position and/or payment performance justifies such action, we have the right to demand that you immediately furnish security or additional security in a form to be determined by us and/or make an advance payment. If you fail to furnish the desired security or make the desired advance payment, we have the right, without prejudice to our other rights, to immediately suspend any further provision of the Services, and all amounts you owe us for whatever reason shall become immediately due and payable.

7.5 In the event that you have commissioned the Services jointly with another party, both you and the other party are jointly and severally liable for payment of our fees where the Services are performed for both you and such other party jointly.

7.6 Out of pocket expenses will be invoiced at the end of every calendar month and remitted by you within 15 days of the date of invoice.

7.7 All amounts payable by you under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by us to you, you shall, on receipt of a valid VAT invoice from us, pay us such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

7.8 Without limiting any other right or remedy that we have, if you fail to make any payment due to us under the Contract by the due date for payment (Due Date):

- (a) we shall have the right to charge interest on the overdue amount at the rate of 3 per cent per annum above the then current Bank of England's base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment and compounding quarterly; and/or
- (b) terminate the Contract forthwith by written notice to you or suspend the supply of any further Services: and/or
- (c) appropriate any payment by you to such of the Services as we decide despite any purported appropriation by you.
- 7.9 You shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and you shall not be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part. We may, without limiting our other rights or remedies, set off any amount owing to us by you against any amount payable by us to you.

#### 8. COMPLAINTS

- 8.1 We must be notified in writing of any complaint relating to the Services (or any part of them) and/or the amount of any invoice issued by us either:
- (a) within 5 Business Days of the date of dispatch of the documents or information in respect of which you are filing a complaint; or
- (b) within 5 Business Days of the discovery of the alleged defect, error or shortcoming in the Services (or any part of them), if you can prove to our reasonable satisfaction that you could not have reasonably discovered such alleged defect, error or shortcoming earlier.
- 8.2 The notification of a complaint (as referred to in clause 8.1) shall not suspend your obligation to pay. Under no circumstances shall you be entitled, by virtue of a complaint in respect of the Services (or any part of them), to defer or refuse payment for other services provided by us to which the complaint does not relate.
- 8.3 If you file what we reasonably consider to be a legitimate and timely complaint in accordance with this clause 8, you shall have the choice between:
- (a) us adjusting the fees charged in respect of the Services to which such complaint relates;
- (b) having the rejected work rectified or redone free of charge; or
- (c) terminating the Contract (or any part of the Services remaining to be performed) in exchange for a refund proportionate to the fee already paid by you.

### 9. PERFORMANCE DATES

- 9.1 If we require you to make an advance payment or to make information and/or materials available to us that is/are required to enable us to perform the Services, any term agreed for completing the Services will not take effect until we have received such payment in full or until all such information and/or materials have been made available to us respectively.
- 9.2 Any due dates for completion of the Services shall be regarded as strict deadlines only where this has been agreed in writing between you and us prior to commencement of the Services.
- 9.3 You cannot terminate the Contract on account of us failing to meet a deadline, unless, after receipt of notice from you advising us of such failure, we do not perform the Services, either partially or in full, within a reasonable period of receipt of such notice provided that in any such circumstances our inability to perform the Services is not caused (either directly or indirectly) by you.

#### 10. TERMINATION OF THE CONTRACT

- 10.1 Either party has the right to terminate the Contract in writing at any time, with due observance of a reasonable notice period.
- 10.2 Either party is entitled to terminate the Contract, in writing with immediate effect, without notice of default or judicial intervention being required, if:
- (a) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 21 days after receipt of notice in writing of the breach:
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (d)a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
- (e) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (f) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- (h)a floating charge holder over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.2(b) to clause 10.2(i) (inclusive);
- (k) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 10.3 Without limiting our other rights or remedies, we may terminate the Contract with immediate effect by giving written notice to you if you fail to pay any amount due under this Contract on the due date for payment.
- 10.4 Without limiting our other rights or remedies, we shall have the right to suspend the supply of Services under the Contract or any other contract between you and us if:
  (a) you fail to pay any amount due under this Contract on the due date for payment; or
  (b) you become subject to any of the events listed in clause 10.2(b) to clause 10.2(i), or we reasonably believe that you are about to become subject to any of them.

- 10.5 On termination of the Contract for any reason:
- (a) you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt;
- (b) you shall return of our materials, any Pre-existing Materials and any Deliverables which have not been fully paid for. If you fail to do so, then we may enter your premises and take possession of them. Until they have been returned, you shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (c) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect

### 11. LIABILITY

- 11.1 Nothing in this Contract shall limited or exclude our liability for:
- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 11.2 Subject to clause 11.1:
- (a) we shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract;
- (b) our total liability to you for any losses resulting from errors that would have been prevented had we exercised due care in performing the Services (excluding those referred to in clause 11.2(a)) is limited to the amount of the fee paid by you to us to the value of the relevant Stage and/or owed by you for the specific work performed under the Contract from which the error resulted:
- (c) our total liability to you in respect of all losses arising under or in connection with the Contract (excluding those referred to in clause 11.2(a)), whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total charges paid by you for the Services during the 12 months prior to the date of notification by you of the claim to which such losses relate.
- 11.3 The terms implied by sections implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 11.4 This clause 11 shall survive termination of the Contract
- 11.5 If the Services are carried out for more than one person the limitation of liability in this clause 11 shall apply in respect of all such persons jointly. It shall be the responsibility of such persons to apportion any damages payable under the Contract amongst themselves and we shall have no responsibility for any such apportionment.
- 11.6 The Contract is between you and us exclusively. You agree that you shall exercise any rights of action or recourse under the Contract exclusively against us, and not against any of our directors, our shareholders, our employees, or any auxiliary persons engaged by us.

#### 12. CONTRACT ASSIGNMENT AND INDEMNIFICATION

12.1 Unless we have given our express written consent, you shall not be permitted to assign the Contract or any obligation laid down in it to any third party. We shall be entitled to attach conditions to our consent to any such assignment, which shall not be withheld on unreasonable grounds. You undertake in any case to ensure that any such third party agrees to take responsibility, in a legally binding contract, for all of your payment and other obligations under the Contract. In such circumstances, you shall, in addition to such third party, continue to be jointly and severally liable for the obligations laid down in the Contract.

12.2 You shall indemnify us and hold us harmless against any third-party claims arising from your non-performance or incorrect performance of any obligation laid down in the Contract, unless any mandatory law or regulation, including professional rules and regulations, dictates otherwise. This indemnification shall apply also in respect of any such claims against our directors, our shareholders, our employees or any third parties, including but not limited to any of our approved suppliers who have performed any part of the Services, all of whom shall accordingly be able to invoke this indemnification directly.

#### 13. USE OF THE INTERNET

13.1 The parties may communicate with each other via electronic mail. The parties recognise the risks associated with the use of electronic mail, including but not limited to, distortion, delays, interception, manipulation and viruses. The parties hereby declare that they shall not hold each other liable for any damage incurred by either of them as a result of the use of electronic mail. This also applies to the use of electronic communication between us and – irrespective of the form – third parties, including but not limited to the tax authorities.

13.2 The parties shall do or omit all that can reasonably be expected of them to avoid such risk. If a party should be in doubt as to the content of an email message received, the content of the message originating with the sender shall be decisive.

#### 14. TIME LIMIT FOR MAKING CLAIMS

Except where otherwise provided in the Contract, your right to make any claim under the Contract shall lapse after six months from the date of the occurrence of the damage to which such claim relates occurred, or came to your attention (whichever is later), and in any event after five years from the date of occurrence of the damage to which such claim relates.

### 15. WAIVER OF RIGHTS

15.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

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

### 16. SEVERANCE

16.1 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

16.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

### 17. CONTINUED EFFECT

The provisions of the Contract which are intended, either expressly or tacitly, to remain in effect even after termination of this Contract, shall have continued effect after the Contract has been terminated and shall continue to bind the parties.

### 18. CONTRADICTORY CLAUSES/PRECEDENCE

If these Conditions and the Proposal should contain conflicting conditions, the conditions of the Proposal shall prevail.

#### 19. RECRUITMENT BAN

Neither party shall, during the term of the Contract and within one year of termination of the Contract, employ persons who are or were involved in performing the Contract on behalf of the other party or conduct negotiations with these persons about employment, other than in consultation with the other party. If a party employs one or more persons who were involved in performing the Contract on behalf of the other party during the afore-mentioned period, despite the ban referred to above, such party undertakes to pay to the other party at least the recruitment costs incurred by that party for the purposes of recruiting one or more replacement workers.

#### 20. APPLICABLE LAW & JURISDICTION

- 20.1 The Contract shall be governed by and interpreted in accordance with the laws of England and Wales.
- 20.2 Any disputes between the parties relating to the Contract shall in the first instance be referred to the applicable Court in England and Wales.

#### 21. FORCE MAJEURE

- 21.1 For the purposes of this Contract, Force Majeure Event means an event beyond our reasonable control, including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, failure of an internet connection, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 21.2 We shall not be liable to you as a result of any delay or failure to perform our obligations under this Contract as a result of a Force Majeure Event.
- 21.3 If a Force Majeure Event prevents us from providing any of the Services for more than twelve weeks, we shall, without limiting our other rights or remedies, have the right to terminate this Contract immediately by giving you written notice.

### 22. NOTICES

- 22.1 Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number, or sent by e-mail to the other party's principal e-mail address.
- 22.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such address or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax or e-mail, on the next Business Day after transmission.
- 22.3 This clause 22 shall not apply to the service of any proceedings or other documents in any legal action.

## 23. NO PARTNERSHIP

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

### 24. THIRD PARTIES

Save where expressly provided in the Contract, a person who is not a party to the Contract shall not have any rights under or in connection with it.

#### 25. VARIATION

Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by us.

#### 26. DEFINITIONS

The following definitions shall apply to these Conditions:

- 26.1 "Business Day": a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.
- 26.2 "Commencement Date": the date on which the Contract comes into effect, or is deemed to come into effect, in accordance with clause 1.2 of these Conditions or clause 1.7 of these Conditions (as the case may be).
- 26.3 "Conditions": these terms and conditions as amended from time to time in accordance with clause 25
- 26.4 "Confidential Information": any technical or commercial know-how, specifications, inventions, processes or initiatives that are of a confidential nature and have been disclosed to us by you, your employees, agents or subcontractors, and any other confidential information concerning your business or its products or services which me may obtain from you during the term of the Contract.
- 26.5 "Contract": the contract between you and us formed in accordance with clause 1 of these Conditions comprising the Proposal, your written acceptance of the Proposal, these Conditions and the Payment Schedule.
- 26.6 "Default": has the meaning ascribed to it in clause 2.4.
- 26.7 "Deliverables": the deliverables set out in the Proposal.
- 26.8 "Intellectual Property Rights": patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 26.9 "Order": your written acceptance of the Proposal.
- 26.10 "Party": a party to the Contract and parties shall be construed accordingly.
- 26.11 "Payment Schedule": the payment schedule referred to at clause 7.2.
- 26.12 "Person": includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 26.13 "Pre-existing Materials": all information and materials provided by us relating to the Services which existed prior to the Commencement Date.
- 26.14 "Proposal": our written quotation and description or specification for the services to be provided under the Contract.
- 26.15 "Services": the services, including the Deliverables, to be supplied by us to you, as set out in the Proposal.
- $26.16\ {\rm ``Stage''}:$  means a defined part of the Services.
- 26.17 "We, us or our": Robot Food Ltd, a company incorporated in England with registration number 06777514 whose registered office is at 3 Greengate, Cardale Park, Harrogate, North Yorkshire.
- 26.18 "You, or your": the party for whom the Services are being performed.