



## FRONT PAGE: TERMS AND CONDITIONS

These are the terms & conditions that apply to the services and goods that Made with Maturity will supply to you. These conditions are attached to the Final Proposal Document and shall continue to apply unless otherwise agreed by us in writing. If you have any questions then please do not hesitate to contact us and we will be happy to assist.

### 1. Definitions and interpretation

- 1.1. Throughout this agreement we use defined terms. These are words that have been capitalised and refer to the defined terms as set out in clause 11.
- 1.2. When we refer to 'you' 'your' or the 'client' we are referring to the person to whom the Final Proposal Document is addressed. If this is an individual then we are providing the services to you personally (and you will be responsible for our costs and charges), if a number of individuals then we are providing to each of those on the basis of a partnership, for which all partners are jointly and severally liable for our costs. If we refer to a limited company (Ltd) or a limited liability partnership (LLP) then it is to that entity that we are taking our instructions from. If you are commissioning our services on behalf of a company then it is your responsibility to ensure that the party named on the Final Proposal Document is true and accurate.
- 1.3. We will refer to 'us' 'our' and 'MWM' and this is a reference to Made with Maturity Limited. We are a limited company and registered in England and Wales with company number 09594140 and our registered office is situated at Plymouth Science Park, 1 Davy Road, Derriford, Plymouth, Devon, United Kingdom, PL6 8BX.
- 1.4. Where we use a reference to the singular then it shall also include the plural. A reference to one gender shall include the other.
- 1.5. Where we refer to any legislation then it is a reference to legislation as it is in force as at the date of this agreement and to any sub-ordinate legislation that has been made under it.
- 1.6. Where any words are following the terms 'including', 'include', 'in particular' or 'for example' they shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.7. an obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.8. References to clauses are to the clauses of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

### 2. Basis of Contract

- 2.1. MWM will provide the Client with a Final Proposal Document which will constitute an offer to purchase Services in accordance with these Conditions and on the basis of the work set out in the Final Proposal Document.
- 2.2. At the earlier of (a) the Client signing and dating a copy of the Final Proposal Document, (b) the Client paying the deposit in accordance with the Final Proposal Document, (c) MWM commencing work on your instructions (whether or not all works are completed and/or submitted to the Client), or (d) the Client writing (by letter or email) to the MWM to confirm that they are happy with the Final Proposal Document, a legally binding Contract is formed between the Client and MWM to carry out the Services as set out in the Final Proposal Document. At this point the Contract shall come into existence (**Commencement Date**).
- 2.3. You warrant that you will be purchasing the Services of MWM for business use and as such you have no right of cancellation following the Commencement Date. In the event that you do wish to cancel the Services then MWM reserves the right to charge for the Services on the basis of all work being completed, this is in order to protect MWM who will budget and allocate time and resources to the project and may not be in a position to obtain substitute work.
- 2.4. Any quotation given by MWM is only valid for a period of 30 days from its date of issue.
- 2.5. In the event that a project is provided on a continuing basis and MWM, during the lifetime of the project, makes changes to these Conditions, MWM shall notify the Client. The Client is deemed to have accepted the changes unless they have notified MWM of non-acceptance within a period of 30 days from the date of issue. In the event of disagreement with any revised terms and conditions then these Conditions shall continue to apply unless otherwise agreed.

### 3. Changes to Scope

- 3.1. The price set out in our Final Proposal Document is based on the length of time that MWM anticipate will need to be spent on your project in order to accomplish everything that you would like to achieve. Should you wish to alter your instructions at a later date or add anything new, MWM are happy to be flexible. If the Client would like to add anything new that has not previously been covered by the Final Proposal Document MWM will provide a separate estimate which will cover the additional work.
- 3.2. Please note that this initial Contract is for a minimum amount of work and you shall not be able to reduce Charges that have already been agreed by reducing the amount of work to be carried out without our prior consent.
- 3.3. Acceptance of any additional services to be provided shall be dealt with in the same manner as set out in 2.2

### 4. Supply of Services

- 4.1. The Services and Deliverables shall be project based depending on the Client's individual tailored needs as described in the Final Proposal Document.
  - 4.1.1. Where the Services relate to Website Design and Production, Schedule 1 shall apply;
  - 4.1.2. Where the Services relate to Graphic and Offline Design, Schedule 2 shall apply;
  - 4.1.3. Where the Services relate to Marketing and Communication Services, Schedule 3 shall apply.
  - 4.1.4. In the event of any inconsistencies between the Schedules and these Conditions, then the terms set out in Schedules 1, 2 or 3 shall take precedence and these Conditions shall continue to apply where there are no inconsistencies.
- 4.2. MWM shall supply the Services to the Client in accordance with the Final Proposal Document in all material respects.
- 4.3. MWM shall use all reasonable endeavours to meet any performance dates specified in the Final Proposal Document, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services. Performance is dependent on the Client meeting the Client Obligations set out in Clause 5.
- 4.4. MWM shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the MWM shall notify the Client in any such event.

- 4.5. Where MWM sub-contracts any aspects of the Services it agrees it shall monitor all companies and suppliers to whom work is sub-contracted to ensure that:
  - a) All deadlines are met and that all agreed budgets are not exceeded;
  - b) All necessary consents, clearances and licences are obtained;
  - c) All necessary consents, clearances and licenses are obtained in respect of copyright and any other rights in all the constituent elements of the Services.
  - d) All necessary steps are taken to ensure compliance with Data Protection Legislation.

### 5. Client Obligations

- 5.1. The Client confirms that they have the authority to enter into this Contract on behalf of themselves, the partnership or, if applicable, the Company or Limited Liability Partnership to whom the Final Proposal Document has been addressed.
- 5.2. The Client shall:
  - 5.2.1. Ensure that any information provided throughout the Final Proposal Document is complete and accurate and reflects the Services that the Client wants to purchase;
  - 5.2.2. co-operate with MWM in all matters relating to the Services;
  - 5.2.3. provide MWM, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by MWM;
  - 5.2.4. provide MWM with such information and materials as MWM may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
  - 5.2.5. obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start and until delivery of the project (this includes ensuring that any data has been collected and provided in a manner consistent with the provisions of the Data Protection Legislation (and specifically that the Client has all necessary and appropriate consents and notices in place to enable lawful transfer of the personal data to MWM for the duration and purposes of this agreement), or any intellectual property rights in designs and materials are provided without infringement of a third parties rights under the Copyright, Design and Patents Act 1988);
  - 5.2.6. comply with any additional obligations as set out in the Final Proposal Document;
  - 5.2.7. provide MWM with clear, timely and accurate instructions in order for the Services to be provided in a timely manner; and
  - 5.2.8. Review MWM's work and provide feedback and approval in a timely manner.

## 6. Price for the Services

- 6.1. The price for the Services shall be as set out in the Final Proposal Document.
- 6.2. The price shall be paid in the instalments set out in the Final Proposal Document and at each of the milestones. We may request a deposit before commencing any work and will not commence any work until this is paid.
- 6.3. In the event of non-payment MWM has the right to cease to provide the Services and/or limit access to the Services already supplied (this will include ceasing access to any sites that have been developed as part of the Services). MWM will not be responsible for any delays in meeting milestones set out in the Final Proposal Document in the event of cessation of services due to non-payment.
- 6.4. MWM shall have the right to charge interest at a rate of 8% above the base rate of the Bank of England accruing on a daily basis, compounded monthly and payable whether before or after judgment where the Client fails to make a payment on the due date.
- 6.5. All prices shall be exclusive of VAT unless specifically stated throughout the Final Proposal Document or Quotation.

## 7. Liability

- 7.1. The liability that MWM has under these Conditions shall be limited to the fees payable in respect of the Services to be provided, and where applicable, to each element of those Services (for example a liability for website development shall not extend to any Charges payable for bespoke design work).
- 7.2. This is a commercial agreement and accordingly we exclude liability under Sale of Goods Act 1979 and Sale of Goods and Supply of Services Act 1982 to the extent permitted (we do not exclude liability for anything that cannot be excluded by law) We will not be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages, whether or not foreseeable (including, but not limited to, any failure to perform in a timely manner).
- 7.3. You will indemnify and hold us harmless from all claims and losses arising from any information, material, data or documents supplied by you under this Contract (including any third party intellectual property claims).

## 8. Intellectual Property

- 8.1. **Input Materials.** In relation to any Input Material:
  - 8.1.1. you and your licensors shall retain ownership of all Intellectual Property Rights in the Input Materials; and
  - 8.1.2. you grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Input Materials for the term of this agreement for the purpose of performing the Service or providing the Deliverable to the you.
- 8.2. You:
  - 8.2.1. warrant that the receipt and use of the Input Materials by us and our permitted sub-licensees shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
  - 8.2.2. shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred or paid by us arising out of or in connection with any claim brought against the us for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, our receipt or use of the Input Materials.
- 8.3. **Assignment of Deliverables.** Subject to payment in full of all monies due to us by you in accordance with clause 6, we shall assign, by way of present and future assignment with full title guarantee to you all Intellectual Property Rights in the Deliverables, excluding Our IPR and any Master Files (unless otherwise agreed between us), subject to any rights in any Third Party Products referred to in clause 8.7.
- 8.4. For the avoidance of doubt, until all monies due to MWM is paid in accordance with clause 6, the Deliverable remains unassigned and we reserve the right to reuse or amend the Deliverables on any other client matter immediately upon the payment becoming overdue.
- 8.5. **Our IPR.** We may use our logo, business name or domain name (**Our IPR**) in the Deliverable to apply a credit in accordance with clause 8.11. Upon assignment of the Deliverables in accordance with clause 8.3, we hereby grant you a limited, non-exclusive, non-transferable, revocable, worldwide licence to use any of Our IPR contained within the Deliverable for the purposes of promoting the Deliverable. This licence shall be immediately revoked in the event that you, in our sole opinion and upon notice to you, materially edit the Deliverable following assignment.
- 8.6. **Master Files.** You acknowledge that Master Files reflect the know-how, methodology and intellectual capital that we have developed or acquired prior to performing the Services. As a result, the Intellectual Property Rights in the Master Files are to be retained by us. If you wish to acquire an assignment of all Intellectual Property Rights in the Master Files, such acquisition shall be subject to payment of a fee and separate terms to be agreed by us.

8.7. **Third Party Products.** In the event we use a Third Party Product as part of the Services and/or Deliverables we will notify you in writing:

8.7.1. whether an assignment to you of the relevant proposed Third-Party Products can be obtained and the cost of obtaining it; and

8.7.2. if an assignment of the relevant proposed Third-Party Products cannot be obtained or you do not agree to the proposed cost of an assignment, the cost of obtaining a licence of such materials for the your use of the Deliverable.

8.8. We will assist you in obtaining such licence or assignment directly from that particular third party on their standard terms unless your objection is received within 48 hours of notification. Any one-off licence fees for the Third Party Products shall be deemed to be incorporated into the Charges, unless notified otherwise. Any recurring payments or administration charges (including account set-up and ongoing hosting charges or domain registrations) payable for the Third Party Products shall be payable by you and we shall endeavour to procure that the supplier of the Third Party Products shall invoice you directly, or as you direct. You will be responsible for paying the costs of such assignment or licence, any costs associated with or arising out of an unreasonable delay to your notification under this clause 8.8 and any legal costs reasonably required to secure such rights, as appropriate.

8.9. We warrant that the receipt, use and onward supply of the Deliverables by you and your permitted sub-licensees shall not infringe the rights, including any Intellectual Property Rights, of any third party.

8.10. **Moral Rights.** We hereby waive the benefits of any provision of law relating to so-called "moral rights" (including without limitation any of our rights under section 77 to section 85 inclusive of the Copyright Designs and Patents Act 1988) and any similar laws of any jurisdiction in relation to the Deliverables. We further agree to procure the waiver of all such rights in your favour and your successors in title by all persons engaged or employed by us and who contribute to the Deliverables and to whom such rights may accrue.

8.11. We reserve the right to be credited as the author of any part of the Services or Deliverables and, with your permission, to showcase any part of the Services or Deliverables in a self-promotional capacity via online or printed media at any stage. More specifically, in line with clause 2.2 of Schedule 1 in relation to the creation of websites.

## 9. General

9.1. **Force Majeure:** Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. This includes a failure of any hosting provider to allocate sufficient resource or any electrical or server failures.

9.2. **Assignment and other dealings:** The MWM may at any time assign its right under the Contract and may sub subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent. This may include in house staff and freelancers with specialist skills. The Client shall not, without the prior written consent of the MWM, assign or transfer this Contract to anybody else without the prior written consent of MWM.

### 9.3. Confidentiality

9.3.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, clients or other commercially sensitive information of the other party, except as permitted by clause 9.3.2.

9.3.2. Each party may disclose the other party's confidential information:

9.3.2.1. to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause; and

9.3.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3.3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

9.4. **Entire Agreement:** These Conditions and the Final Proposal Document between MWM and the Client form the entire agreement and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Any changes to the Services shall require a new Estimate.

9.5. **Variation:** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## 9.6. Waiver

9.6.1. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

9.6.1.1. waive that or any other right or remedy; or

9.6.1.2. prevent or restrict the further exercise of that or any other right or remedy.

9.7. **Severance:** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

9.8. **Third Parties:** No one other than a party to the Contract shall have any right to enforce any of its terms.

9.9. **Governing Law and Jurisdiction:** This Contract is a legal document governed by the law of England and Wales and any dispute will be dealt with under exclusive jurisdiction of the English and Welsh Courts.

## 10. Data Protection

10.1. MWM warrants that, to the extent it processes any Personal Data on behalf of the Client:

10.1.1. It will comply with all applicable requirements of the Data Protection Legislation;

10.1.2. it shall act only on written instructions from the Client unless MWM is required by the laws of any member of the European Union or by the law of the European Union applicable to MWM to process Personal Data ("Applicable Laws"). Where MWM is relying on laws of a member of the European Union or European Union laws as the basis for processing Personal Data, MWM shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit MWM from so notifying the Client;

10.1.3. it has in place appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

10.1.4. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

10.1.5. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:

10.1.5.1. the Client or MWM has provided appropriate safeguards in relation to the transfer;

10.1.5.2. the data subject has enforceable rights and effective legal remedies;

10.1.5.3. MWM complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

10.1.5.4. MWM complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

10.1.6. assist the Client, at the Client's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

10.1.7. at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the agreement unless required by Applicable Law to store the Personal Data; and

10.1.8. maintain complete and accurate records and information to demonstrate its compliance with this clause 10 and allow for audits by the Client or the Client's designated auditor.

## 11. Definitions

The following words shall have the following meanings:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Charges:** the charges payable by the Client for the supply of the Services.

**Commencement Date:** has the meaning set out in clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 2

**Contract:** the contract between the MWM and the Client for the supply of Services in accordance with these Conditions.

**Client:** the person or firm who purchases Services from the MWM.

**Data Protection Legislation:** the Data Protection Act 1998, the General Data Protection Regulation (GDPR), any legislation implementing the GDPR and any successor legislation.

**Deliverable:** shall have the meaning given to it by the corresponding Schedule in accordance with clause 4.1.

**Estimate:** A written estimate detailing the price anticipate for the Services.

**Final Proposal Document:** this means a final version of the project proposal document agreed between us (and signed) or, where a project proposal document has not been provided on the matter the quotation that we provide. In both cases outlining exactly what Services will be provided, the estimated price that has been agreed and the anticipated timescale. This shall include the description or specification of the Services provided by the MWM to the Client.

**Input Material:** means the material to be provided to MWM by you, in accordance with the Final Proposal Document or as otherwise agreed between us, for delivery of the Services;

**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.

**Master Files:** means any file contributing to the creation of the Deliverable including but not limited to components, themes and templates.

**Our IPR:** shall have the meaning given to it at clause 8.5.

**Personal Data:** has the meaning given in the Data Protection Legislation.

**Site:** The Website that has been created by MWM for the Client.

**Services:** the services, including the Deliverables, supplied by the MWM to the Client as set out in the Specification, including website design and production, graphic and offline design and marketing and communication services.

**Third Party Products:** those third party products (including any open source software) set out in the Final Proposal Documents or as otherwise incorporated into the Deliverable.



# SCHEDULE 1: WEBSITE DESIGN AND PRODUCTION

The following shall apply in respect of any website development services as stated on the Final Proposal Document

## 1. In this schedule the following words shall have the following meanings:

**Deliverables:** means all aspects of the software produced and/or developed by us in relation to the Services in any media, including without limitation computer programs, data, diagrams, reports and specifications (including drafts) and shall include the object code and Source Code versions of any such deliverables and related documents.

**Source Code:** means the source code in the Deliverable to which it relates, in the language in which it was written, together with all related flowcharts and technical documents, all of a level sufficient to enable you to understand, develop and maintain the Deliverable;

**Testing:** shall have the meaning given to it at paragraph 3.1 of this Schedule 1.

**Testing Period:** shall have the meaning given to it at paragraph 3.2 of this Schedule 1.

## 2. Intellectual Property Rights

2.1. Intellectual Property Rights in the Deliverables shall be assigned to you in accordance with clause 8.3 of the Conditions.

2.2. Notwithstanding the credit rights set out in clause 8.11 of the Conditions, we also reserve the right to be credited as the creator of the website and, with your permission, to attach a link to the bottom of your website detailing that “This website has been Made with Maturity”.

### 2.3. Input Material

- (a) All content provided by you shall be provided in a format reasonably required by us. All photographs and other graphics shall be in electronic format. We shall not be responsible for poor quality images where the poor quality is a direct result of the supply of poor quality originals from you.
- (b) All Intellectual Property Rights in the Input Material are provided to MWM by you subject to the licence granted at clause 8.1 of the Conditions. Your attention is particularly drawn to the **warranty** and **indemnity** provided by you to MWM at clause 8.2 of the Conditions.

### 2.4. Third Party Products

- (a) We may be required to incorporate Third Party Products (whether licensed software or design materials) into the Services and/or Deliverables.
- (b) Any Third Party Products shall be supplied to you in accordance with clause 8.7 of the Conditions.

## 3. Testing & Acceptance

3.1. For the purposes of this paragraph 3 “testing” shall be deemed to include (but not necessarily be limited to):

- (a) testing the functionality of all code on each individual page of Deliverables;
- (b) checking the integrity of all links;
- (c) testing the functionality of all interactive features; and
- (d) testing the Deliverables on all mainstream web browsers as specified in the Final Proposal Document.

3.2. Following the completion of testing by us and the making of any necessary corrections to the relevant sections of the Deliverables and the relevant sections being delivered in accordance with the milestones set out in the Final Proposal Document you shall have a period of 15 Business Days (**the Testing Period**) to test the relevant sections.

3.3. In the event that you identify any faults in the relevant sections, you must inform us, in detail, of such faults in writing by the end of the Testing Period.

3.4. Following the receipt of details of any faults from you, we shall endeavour to correct such faults in a timely manner.

3.5. In the event that you fail to notify us of any faults within the period set out in paragraph 3.2 of this Schedule 1 then you are deemed to have accepted the Deliverables in full.

## 4. Bugs/Fixes

- 4.1. MWM will rectify errors, bugs and failures of the Deliverables that occur on the Site save for when such bugs and fixes arise as a result of use by the Client or its end users. MWM shall not be obliged to rectify errors which have been caused due to changes in technology or general computer and browser updates as a part of the initial contract however will this shall be deemed in line with paragraph 4.2 of this Schedule 1 below.
- 4.2. Where a fix becomes a modification to the Site, this shall be deemed a Change of Scope as set out in clause 3 of the Terms and Conditions.





## SCHEDULE 2: GRAPHIC AND OFFLINE DESIGN

The following shall apply in respect of any graphic and offline design services as stated on the Final Proposal Document

### 1. In this schedule the following words shall have the following meanings:

**Deliverables:** means all aspects of the preparation materials, sketches, ideas and visuals (including electronic files) and the final delivered graphics, logos and artistic works provided in the course of the Services.

### 2. Intellectual Property Rights

2.1. Intellectual Property Rights in the Deliverables shall be assigned to you in accordance with clause 8.3 of the Conditions.

### 3. Input Material

3.1. All content provided by you shall be provided in a format reasonably required by us. All photographs and other graphics shall be in electronic format. We shall not be responsible for poor quality images where the poor quality is a direct result of the supply of poor quality originals from you.

All Intellectual Property Rights in the Input Material are provided to MWM by you subject to the licence granted at 8.1 of the Conditions. Your attention is particularly drawn to the **warranty** and **indemnity** provided by you to MWM at clause 8.2 of the Conditions.

### 4. Third Party Products

4.1. We may be required to incorporate Third Party Products (whether licensed software or design materials) into the Services and/or Deliverables.

4.2. Any Third Party Products shall be supplied to you in accordance with clause 8.7 of the Conditions.

### 5. Acceptance

5.1. Acceptance by the Client shall be deemed at the earlier of:

5.1.1. The work being signed off by the Client following a meeting between the parties or confirmation from the Client in writing;

5.1.2. Use of the Works by the Client.

5.2. Proofs are to be approved by the Client within 7 days of being submitted to the Client by MWM. If no notice is provided to the contrary then they shall be deemed to have been accepted after this date.

### 6. Expenses

6.1. Where printed materials are required to be purchased, the Supplier shall invoice for them.



## SCHEDULE 3: MARKETING SERVICES

The following shall apply in respect of **Marketing and Communication Services** as stated on the Final Proposal Document:

### 1. In this schedule the following words shall have the following meanings:

1.1. **Deliverables:** means marketing and communications materials (including but not limited to copywriting, creative works and digital design, strategy documents) to be created or produced by us during the course of providing the Services outlined in the Final Proposal Document.

### 2. Intellectual Property Rights

2.1. Intellectual Property Rights in the Deliverables shall be assigned to you in accordance with clause 8.3 of the Conditions.

#### 2.2. Input Material

a. All content provided by you shall be provided in a format reasonably required by us. All photographs and other graphics shall be in electronic format. We shall not be responsible for poor quality images where the poor quality is a direct result of the supply of poor quality originals from you.

b. All Intellectual Property Rights in the Input Material are provided to MWM by you subject to the licence granted at clause 8.1 of the Conditions. Your attention is particularly drawn to the warranty and indemnity provided by you to MWM at clause 8.2 of the Conditions.

#### 2.3. Third Party Products

a. We may be required to incorporate Third Party Products into the Services and/or Deliverables.

b. Any Third Party Products shall be supplied to you in accordance with clause 8.7 of the Conditions.

### 3. Acceptance of Proofs

3.1. Proofs are to be approved by the Client within 48 hours of being submitted to the Client by MWM. Failing actual acceptance, the proofs shall be deemed to be approved.

### 4. Charges

4.1. Charges are based on the time spent for a matter. Where additional time is required to be incurred by MWM for any specific piece of work then MWM reserves the right to charge for such additional time taken, unless the Final Proposal Document, or any Change of Scope, agreed provides for a fixed fee in respect of that element.

### 5. Expenses

5.1. Where printed materials are required to be purchased, the Supplier shall invoice for them.

### 6. Marketing and Data

6.1. The Client warrants that all data provided to MWM is valid and not corrupted, and, in the case of any database of email addresses, each is valid and the permission has been sought of the holder to accept direct marketing. In the event of any such data being corrupted or not valid, resulting in the Client being subjected to blacklisting (e.g. including, but not limited to, from Google or Microsoft Outlook) it is the responsibility of the Client to remedy such outcome and MWM accepts no liability whatsoever.

### 7. Social Media

7.1. MWM shall be entitled to post text and images in relation to projects undertaken onto both their own and onto client's social media accounts and the Client grants permission, and shall provide relevant access passwords and usernames, for this purpose in order that MWM can fulfil its Services.

7.2. All social media posts shall be approved in writing by the Client prior to being posted.