



General Terms and Conditions

For the provision of consultancy, design and development of online and offline solutions.

This document sets out the terms and conditions upon which we provide our services. We will agree a **Statements of Work** subject to these Terms and Conditions, for **each project**, before we begin working with you.

The parties have agreed these General Terms and Conditions together with any Schedules and Statement of Work(s) by signing below.

PARTIES:

- (1) **Matrix Graphics Ltd**, a company incorporated in England and Wales (reg no. 2556297) having its office at 11 Brindleyplace, 2 Brunswick Square, Brindleyplace, Birmingham B1 2LP ("**Matrix**"); and
- (2) **Client Company Name**, a company incorporated in England and Wales (reg no. 0000000) having its registered office at address (the "**Customer**").

EXECUTION:

We hereby agree to the Terms and Conditions set out in this document;

Signature: Date:

Simon Sharman – Director | Matrix Graphics Ltd
duly authorised for and on behalf of Matrix

Signature: Date:

Name - Title | Company or Organisation
duly authorised for and on behalf of the Customer

General Terms and Conditions

1. Definitions and interpretation

In the Agreement:

"**Agreement**" means the agreement between the parties consisting of:

- (a) these Terms and Conditions including any Schedules; and
- (b) any agreed Statement of Work(s) together with any Schedules referred to or attached to said Statement of Work(s);

"**Business Day**" means any week day, other than a bank or public holiday in England;

"**Business Hours**" means between 09:00 and 17:00 on a Business Day;

"**Charges**" means the amounts payable by the Customer to Matrix pursuant to this Agreement;

"**Customer**" means the company, firm or person specified as such in the Statement of Work;

"**Customer Confidential Information**" means any information disclosed (whether disclosed in writing, orally or otherwise) by the Customer to Matrix that is marked as "confidential", described as "confidential" or should have been reasonably understood by Matrix at the time of disclosure to be confidential;

"**Customer Materials**" means all works and materials provided or to be provided by or on behalf of the Customer to Matrix for use in the course of the Services and/or for incorporation into the Deliverables;

"**Deliverables**" means those Consultancy Deliverables, Graphic Design Deliverables and/or Development Deliverables (as defined in the Schedules) that Matrix has delivered or will deliver to the Customer under the Agreement;

"**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the Party affected (including failures of or problems with the internet or a part of the internet, hacker attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"**Intellectual Property Rights**" means all intellectual property rights, whether registered or unregistered, including any application or right of application for such rights (and the "intellectual property rights" referred to above include copyright and related rights, moral rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"**Personal Data**" has the meaning given to it in the Data Protection Act 1998;

"**Matrix Confidential Information**" means any information disclosed (whether disclosed in writing, orally or otherwise) by Matrix to the Customer that is marked as "confidential", described as "confidential" or should have been reasonably understood by the Customer at the time of disclosure to be "confidential";

"**Schedules**" means the schedules attached to these Terms and Conditions or to any Statement of Work(s);

"**Services**" means those Consultancy Services, Graphic Design Services and Development Services (as defined in the Schedules and/or Statement of Work(s)) that Matrix has supplied or will supply to the Customer under the Agreement;

"**Statement of Work**" means a statement of work signed by each of the parties specifying the scope of the Services, the Charges and any other matter relating to the Agreement;

"**Term**" means the duration of this Agreement commencing on the date of signature of this Agreement and ending on whichever is the earlier of the expiry of 12 months from the date of terminated in accordance with the terms of this Agreement.

The Clause headings do not affect the interpretation of the Agreement.

2. Services

- 2.1 Matrix will provide the Services to the Customer during the period agreed in the Schedule of Work.
- 2.2 The Customer will provide Matrix with all co-operation, information and documentation reasonably required for the provision of the Services, and the Customer will be responsible for procuring any third party co-operation reasonably required for the provision of the Services.

3. Customer Materials

- 3.1 The Customer will supply Matrix all those Customer Materials that are specified in a Statement of Work.
- 3.2 The customer will fulfil its obligations in accordance with the timetable set out in the relevant Statement of Work(s) or, if no timetable is set out, promptly following the receipt of a written request for the relevant Customer Materials from Matrix.
- 3.3 The Customer hereby grants to Matrix a licence to copy and use the Customer Materials for the purposes of performing the Services and creating the Deliverables and fulfilling its other obligations.
- 3.4 The Customer warrants that the Customer Materials will not infringe any person's Intellectual Property Rights or other legal rights, will not breach any laws or regulations, and will not give rise to a cause of action against any person.

4. Charges and Payment

- 4.1 The Charges payable under the Agreement are as set out in the applicable Statement of Work.
- 4.2 Matrix may vary any element of the Charges (including any hourly rate) by giving to the Customer not less than 30 days' written notice of the variation, providing that no such variation will result in a percentage increase in any element of the Charges, during the period between the Effective Date and the date of notice of variation, exceeding the percentage increase, during the same period, in the Retail Prices Index (all items) published by the UK office for National Statistics.
- 4.3 Matrix will issue invoices for the Charges to the Customer in accordance with the provisions of this Agreement.
- 4.4 The Customer will pay the Charges to Matrix within 30 days of the date of issue of an invoice or as otherwise agreed in the Schedule of Work. All Charges stated in the Agreement are exclusive of VAT, which will be payable by the Customer in addition to the principal amounts.
- 4.5 Charges must be paid by bank transfer using such payment details as are notified by Matrix to the Customer from time to time.
- 4.6 If any amounts properly due are not paid within the agreed period Matrix is entitled to statutory interest on the overdue amount pursuant to the Late Payment of Commercial Debts (Interest) Act 1998. Additionally, Matrix may suspend the provision of any or all of the Services until payment is received.

5. Matrix Obligations

Matrix warrants that it will:

- (a) ensure that personnel providing Services that are charged on a time basis complete records of their time spent providing those Services; and
- (b) retain such records during the period of this Agreement and for a period of 3 months thereafter; and
- (c) supply such records to the Customer within 10 Business Days following receipt of a written request to do so; and
- (d) it will perform its obligations under the Agreement; and
- (e) it will perform its obligations under the Agreement with reasonable care and skill; and
- (f) the Deliverables (excluding the customer Materials) will not infringe the Intellectual Property Rights of any third party.

6. Intellectual Property Rights infringement Indemnity

- 6.1 The Customer will indemnify Matrix against any and all losses, damages, claims, liabilities, costs and expenses (including legal fee) arising out of or in connection with any claim by any third party that the any Customer Materials infringe any third party intellectual property rights.
- 6.2 Matrix will indemnify the Customer against any and all losses, damages, claims, liabilities, costs and expenses (including legal fee) arising out of or in connection with any claim by any third party that any deliverables supplied by Matrix (but excluding Customer Materials) infringe any third party intellectual property rights.
- 6.3 The party to be indemnified shall:
 - (a) immediately notify the other upon becoming aware of an actual or potential breach claim under these indemnity provisions; and
 - (b) provide to the other all reasonable assistance in relation to the matter; and
 - (c) allow the other exclusive conduct of all disputes, proceedings, negotiations and settlements related to the matter; and
 - (d) not admit liability in connection with the matter or settle any claim without the prior written consent of the indemnifying party.

7. Limitations and exclusions of liability

- 7.1 Nothing in the Agreement will limit or exclude the liability of a party for death or personal injury resulting from its negligence or that of its servants or agents or limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party.
- 7.2 Subject to clause 7.1 Matrix will not be liable to the Customer, for any loss of profits, income, revenue, use, business, contracts or any loss or corruption of any data, database or software.

8. Confidentiality

- 8.1 The parties will keep confidential and not disclose to any third party or use such confidential information otherwise than for the strict purpose of fulfilling their obligations under this Agreement.
- 8.2 The prohibition on disclosure of confidential information will not apply:
- (a) to disclosures by a party to its officers, employees, agents, insurers and professional advisers, provided that the recipient is bound in to maintain the confidentiality of the Confidential Information disclosed; or
 - (b) to Confidential Information becomes publicly known (other than through a breach of an obligation of confidence); or
 - (c) to Confidential Information that is in the possession of the party receiving the same prior to its disclosure by the other party; or
 - (d) to Confidential Information that is received by a party from an independent third party who has a right to disclose the relevant Confidential Information; or
 - (e) a Disclosure that is required to be disclosed by law, by court of competent jurisdiction or by a governmental authority, stock exchange or regulatory body.

9. Publicity

Neither party will make any public disclosure relating to the Agreement (including press releases, public announcements and marketing materials) without the prior written consent of the other party.

10. Termination

- 10.1 Either Party may terminate the Agreement at any time by giving at least 30 days' written notice to the other.
- 10.2 Either Party may terminate the Agreement immediately by giving written notice to the other Party if that Party:
- (a) commits any material breach of any term of the Agreement which is either not capable of remedy or, if capable of remedy, is not remedied within 14 days of receipt of a notice to remedy; or
 - (b) persistently breaches the terms of the Agreement; or
 - (c) is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts or becomes insolvent or is declared insolvent; or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors or an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of a Party; or
 - (d) being an individual dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.

11. Effects of termination

Termination of the Agreement will not affect the accrued rights of the parties as at the date of termination.

12. Non-solicitation

Neither Party will, without the other's prior written consent, during the Term and for a period of 6 months after the end of the Term:

- (a) directly or indirectly, solicit the business of any person, firm, company who is or was a client, customer, supplier, sub-contractor or agent of the other Party; or
- (b) engage, employ or otherwise solicit for employment any employee or contractor of the other party involved in the performance of the Agreement.

13. Notices

- 13.1 Any notice given under the Agreement must be in writing and must be delivered personally, sent recorded signed-for post, or by email, for the attention of the relevant person, and to the relevant address, or email address given in the applicable Statement of Work (or as notified by one party to the other in accordance with this Clause).
- 13.2 A notice will be deemed to have been received at the relevant time set out below (or where such time is not within Business Hours, when Business Hours next begin after the relevant time set out below):
- (a) where the notice is delivered personally, at the time of delivery; or
 - (b) where the notice is sent by recorded Signed-for post, 72 hours after posting; or
 - (c) where the notice is sent by email, at the time of the transmission (providing the sending party retains written evidence of the transmission) and it is correctly addressed.

14. General

- 14.1 No breach of any provision of the Agreement will be waived except with the express written consent of the Party not in breach.
- 14.2 The Agreement may not be varied except by a written document signed by or on behalf of each of the Parties.
- 14.3 Matrix may subcontract any of its obligations under the Agreement to any third party but without affecting its obligations hereunder.
- 14.4 The Contract Rights of Third Parties Act 1999 is excluded.
- 14.5 Subject to Clause 7.1, the Agreement will constitute the entire agreement between the parties in relation to the subject matter of the Agreement, and supersedes all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

15. Anti Bribery

The Parties shall:

- (a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery requirements including but not limited to the Bribery Act 2010 (Relevant Requirements); and
- (b) have and maintain in place throughout the term of this Agreement policies and procedures to ensure compliance with the Relevant Requirements; and
- (c) promptly report to you any request or demand for any undue financial or other advantage of any kind received it in connection with the performance of this Agreement; and
- (d) ensure that any associated person performing services or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the parties this clause.

16. Applicable Law and Disputes

- 16.1 The Agreement will be governed by and construed in accordance with the laws of England and Wales.
- 16.2 The parties will use their best endeavours to amicably resolve any dispute or difference between them arising out of or in connection with this Agreement. Any dispute which cannot be resolve amicably will be referred to arbitration by an arbitrator to be agreed between the parties or failing agreement within 14 days, to be appointed on the application of either Party by the President for the time being of the Chartered Institution of Arbitrators.