

DEFINITIONS

This document contains the terms and conditions under which Identity Creative Ltd (hereafter "Identity") agrees to carry out the Services and supply the Deliverables as set out in the Estimate provided by Identity.

No variations to these Conditions shall be binding unless formally agreed in writing (letter or email) between the authorised representatives of Identity and the Client.

The following definitions and rules of interpretation apply in these Conditions.

Conditions: these terms and conditions.

Contract: the contract between Identity and the Client for the supply of Services and/or Deliverables in accordance with these Conditions.

Client: the person or company who purchases Services and/or Deliverables from Identity.

Deliverables: the deliverables set out in the Estimate.

Deliverables Specification: any specification for the Deliverables, including any relevant plans or drawings, as set out in the Estimate or otherwise agreed in writing by the Client and Identity.

Estimate: the estimate delivered by Identity to the Client setting out details of the Services and Deliverables to be supplied by Identity and the cost of such Services and Deliverables.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and (neighbouring and) related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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.

Order: the Client's written acceptance of Identity's Estimate and these Conditions.

Services: the services, including the Deliverables supplied by Identity to the Client as set out in the Estimate, where applicable.

Services Specification: the description or specification of the Services set out in the Estimate.

BASIS OF CONTRACT

The Estimate constitutes an offer by Identity to supply the Services and the Deliverables as set out in the Estimate in accordance with these Conditions.

The Estimate shall only be deemed to be accepted when the Client issues written acceptance of the Estimate by way of an Order, at which point and on which date the Contract shall come into existence (Commencement Date).

The Order from the Client shall only be deemed to be accepted when the Client issues written acceptance of Identity's Estimate and these Conditions at which point and on which date the Contract shall come into existence (Commencement Date).

Any samples, drawings, descriptive matter or advertising issued by Identity, and any descriptions or illustrations contained in Identity's 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.

These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

ESTIMATES

All Estimates are based on expected or agreed time as set out in the Estimate and time shall not be of the essence.

All Estimates are valid for 30 days from the date shown on the Estimate.

The Services and Deliverables are not provided on a guaranteed turnaround basis and Identity shall be entitled to adjust delivery dates for stages, keeping the Client informed of progress and any delays due to technical obstacles and/or resourcing limitations. Any extension to delivery dates will not entitle the Client to a refund of payments already made and time shall not be of the essence.



Any amendments to the specification set out in any Estimates may result in additional costs to the Client. Identity will raise and discuss any additional costs and agree terms with the Client before carrying out any further Services, but shall not be obliged to carry out any such Services until additional costs and terms are agreed.

Identity will notify the Client when an agreed project stage as set out in the Estimate has been completed, and shall be entitled to deliver an invoice in respect of all Services completed at that stage.

1

INVOICING AND PAYMENT

- 1.1 For Clients employing the services of Identity for the first time, a non-refundable deposit of 30% of the Estimate value is payable upon the Client's written acceptance of the Estimate and in advance of any of the Services being supplied.
- 1.2 For Clients with an agreed account, all invoices become payable within 30 days of invoicing.
- 1.3 All Services and/or Deliverables are invoiced either monthly or upon completion of project stage as set out in the Estimate, or at Identity's standard hourly rate as set out in the Estimate.
- 1.4 Any Client amendments made to text, images or other content above what has been allowed for in the accepted Estimate will incur additional charges at Identity's standard hourly rate, as set out in the Estimate. Each 'set of amendments' is defined as a batch of changes to be made to any Services Identity has produced, and must all be collated and submitted together, so as not to be viewed as separate sets. Failure to adhere to this may lead to extra charges at Identity's standard hourly rate.
- 1.5 All amounts payable by the Client under the Contract are exclusive of amounts in respect of Value Added Tax (VAT) chargeable from time to time. Where any taxable supply for VAT purposes is made under the Contract by Identity to the Client, the Client shall, on receipt of a valid VAT invoice from Identity, pay to Identity 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.
- 1.6 If the Client fails to make a payment due to Identity under the Contract by the due date, then, without limiting the Identity's remedies, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Condition 1.6 will accrue each day at 5% a year above the Barclay Bank plc's base rate from time to time, but at 5% a year for any period when that base rate is below 0%.
- 1.7 Should the project be unable to be completed for any reason or has been delayed/put on hold by the acts or omissions of the Client, Identity reserves the right to invoice for any studio hours at Identity's standard hourly rate and disbursements for stage Services carried out to date as stated in the Estimate. This includes third party and direct costs incurred on a project.
- 1.8 If at any point during the Contract the Client wishes to cancel, they will be liable for all the internal, third party and direct costs incurred by Identity up to the date of cancellation. Identity will invoice an amount proportional to the amount of studio hours expended/Services completed at the time of cancellation, together with any third party or direct costs which may include for booked studio time, printing press time or any other supply costs.
- 1.9 In the event of a deposit having been paid by the Client, there will be no entitlement to a refund in the event of cancellation. Any Services supplied at a cost over and above the non-refundable deposit will also be chargeable, and must be paid within 30 days.
- 1.10 In the event that the Client is subject to any of the following events Identity shall be entitled to cancel the Contract in whole or in part by notice without prejudice to any right or remedy accrued or accruing or available to Identity: -
 - (i) the Client shall become bankrupt; or
 - (ii) under the provisions of Section 123 of the Insolvency Act 1986 the Client shall be deemed to be unable to pay its debts or compounds its debts with its creditors; or
 - (iii) in the event of a resolution being passed or proceedings commenced for the administration or liquidation of the Client (other than for a voluntary winding up for the purpose of reconstruction or amalgamation); or
 - (iv) if a receiver or manager or administrative receiver is appointed of all or any part of its assets or undertaking.



2

PROVISION OF
DELIVERABLES

- 2.1 The Client agrees to provide Identity with the specific information required to create the Deliverables required by the Client in a timely manner. If the Client is unable to supply suitable material, Identity will, at its absolute discretion, endeavour to secure such materials as required. However, Identity shall not be liable for errors, omissions or discrepancies as a result of a lack of specialist knowledge in sourcing such materials. Identity may charge for the studio time and other resources utilised in sourcing of this material. The Client will be notified in advance and any additional charges agreed before Identity shall source any such required materials.
- 2.2 Identity will do its utmost to produce the best possible results utilising images and data supplied by the Client, however, Identity shall not be held liable for faults, imperfections or errors in source material supplied.
- 2.3 The Client warrants that any material supplied to Identity for the purpose of providing design and website services will not infringe the Intellectual Property Rights or other rights of any third party or otherwise be defamatory to any third party or be in breach of any legal requirement. By supplying text, images, logos and other data to Identity, the Client warrants that it holds the appropriate Intellectual Property Rights, including without limitation, copyright and/or trademark permissions.
- 2.4 The Client shall indemnify Identity against any loss, damages, costs, expenses or any other claims arising from any such infringement under Condition 2.3.
- 2.5 If required, the Client shall provide evidence to Identity as to the ownership and/or authorisation to use any Intellectual Property Rights.
- 2.6 Identity reserves the right to commission consultant or subcontract support for any part of the supply of the Services and/or the Deliverables.
- 2.7 As part of larger projects which involve third parties commissioned, contracted or engaged directly by the Client, Identity will not be held responsible in any way for services not carried out/managed directly or indirectly by Identity.
- 2.8 It is understood and agreed that it is the Client's responsibility to carefully check all work and materials before approving for next stage of the Services and/or Deliverables, as Identity cannot be held liable for any errors, omissions or inaccuracies after Client approval.
- 2.9 Where the Services, including Deliverables, include manufacture and installation of signage:
 - (i) Identity will subcontract these Services and Deliverables to a specialist contractor.
 - (ii) The Client shall provide safe, clear and unobstructed access to the place of installation.
 - (iii) The Client will provide all other supplies and facilities as Identity requires in order to perform the Services and provide the Deliverables.
 - (iv) The Client shall obtain all required consents, approvals and permissions prior to any design Services starting, at its own cost.
 - (v) Identity require the Client to indemnify Identity should any objections arise from the necessary permissions not being fully in place and sign a waiver document confirming an understanding of these requirements before any Services are supplied or Deliverables provided is to be signed by the Client.

3

DELIVERABLES
AND SUPPLY OF
SERVICES

- 3.1 The Deliverables are as described in the Estimate.
- 3.2 To the extent that the Deliverables are to be manufactured or supplied in accordance with a Deliverables Specification supplied by the Client, the Client shall indemnify Identity against all liabilities, costs, expenses, damages and losses (including all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Identity arising out of or in connection with any claim made against Identity for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Identity's use of the Deliverables Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3 Identity reserves the right to amend the Deliverables Specification if required by any applicable statutory or regulatory requirement, and Identity shall notify the Client in any such event.
- 3.4 Identity shall supply the Services to the Client in accordance with the Service Specification in all material respects.
- 3.5 Identity shall use all reasonable endeavours to meet any performance dates for the Services specified in the Estimate, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

4

LEGAL AND INTELLECTUAL PROPERTY RIGHTS

- 3.6 Identity reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Identity shall notify the Client in any such event.
- 3.7 Identity warrants to the Client that the Services will be provided using reasonable care and skill.

- 4.1 This agreement is governed by English law and the parties submit to the exclusive jurisdiction of the English courts in relation to any dispute or difference between the parties arising out of or in connection with this agreement.
- 4.2 Force Majeure: Identity shall be under no liability if it should be unable to carry out any provision of the contract for any reason beyond its control including (without limiting the foregoing), act of God, legislation, war, act of terrorism, natural disasters (such as; fire, flood, drought), pandemic, (including without limitation, Covid-19) failure of power supply, lock out, strike by employees in contemplation of furtherance of dispute or inability to procure materials required for the performance of the contract. During the continuance of such a contingency, the Client may, by written notice, elect to terminate the contract in accordance with termination clause and pay for Services done and materials used, but subject thereto, shall otherwise accept delivery when available.
- 4.3 All Intellectual Property Rights in all creative works arising out of or in connection with the Services and or Deliverables or produced and devised during a project(s), creative, digital, commissioned photography, software files and related correspondence remain the property – physically, intellectually and in copyright, of Identity until full payment has been made on the Client's account, and all project costs have been cleared. Identity reserve the right to withhold supply of Services and the Deliverables in the event of non-payment.

Following full payment and settlement of all project costs, Intellectual Property Rights will be transferred to the Client except where the Estimate and/or Deliverables identify that Identity are supplying content that includes licenses from third parties; such as stock library imagery, and videos, plugins and specialist fonts where the license for any purchased assets resides with Identity.

- 4.4 Identity will not include in its designs any material or other data which it deems immoral, offensive, obscene or illegal. All advertising material must conform to the standards laid down by the relevant advertising authorities.
- 4.5 Advice of damage, delay or loss of Deliverables in transit or of non-delivery must be given in writing to Identity within three clear days of delivery (or, in the case of non-delivery, within three days of notification of despatch of the Deliverables) and any claim in respect thereof must be made in writing to Identity within seven clear days of delivery (or, in the case of non-delivery, within seven days of notification of despatch). All other claims must be made in writing to Identity within 14 days of delivery. Identity shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the Client proves that;
- (i) it was not possible to comply with the requirements;
 - (ii) the claim was made as soon as reasonably possible.
- 4.6 If the Deliverables are defective so that the Client may reject it, rejection must take place within seven days of delivery of the Deliverables, failing which, the Client will be deemed to have accepted the Deliverables.
- In the event of all or any claims or rejections, Identity reserves the right to inspect the Deliverables within seven days of the claim or rejection being notified.
- 4.7 Identity shall not be liable or deemed to be in breach of these Conditions by reason of any delay in the performing or any failure to perform any of Identity obligations in relation to the Services if the delay or failure is due to any cause beyond Identity's reasonable control.
- 4.8 The Client shall not during the term of this Contract or for a period of six months after its termination or expiry either on its own account or for, or in association with any other person directly or indirectly solicit or endeavour to entice away from Identity any sub-contractor, employee or consultant who has at any time in the period of six months prior to the date of termination or expiry been employed or contracted by Identity or induce any such sub-contractor, employee or consultant to breach their contract of employment or break their relations or engagement with Identity or encourage any such person to Services direct or indirectly with them.

5

CONFIDENTIALITY
AND DATA
PROTECTION

5.1 Identity shall keep all information and data made available by its Clients and its affiliates confidential.

Identity and its employees, consultants and subcontractors agree to treat as confidential and use solely for the purpose of undertaking the services, all confidential information as defined by either the Client or the European Union General Data Protection Regulation (EU) 2016/679.

Identity shall ensure that any consultants and subcontractors engaged by Identity who have a need to know any confidential information for the purpose of carrying out the Services will be contractually bound by confidentiality provisions equivalent to those contained in this agreement.

5.2 Each party shall:

(i) at all times during the term of this agreement, comply with the European Union General Data Protection Regulation (EU) 2016/679; and

(ii) to the extent applicable under the Data Protection Legislation, obtain and maintain all appropriate procedures and/ or any registrations required in order to allow that party to perform its obligations under this agreement.

5.3 During development of a new website, Identity will have full administrator level access in order to build and test all functionality. Once the website has received approval to go live from the Client, Identity will carry out the necessary processes before launch. During this process a plugin will be installed to add a new user role to WordPress. This user role will be called "Identity Admin" and all Identity staff will become this user role. It will allow Identity staff to maintain the website content and technical aspects, but will lock out access to any sections of the website that contain confidential and personal data, such as the contact form submissions or WooCommerce orders. Management over the user roles plugin will also be restricted. Evidence that Identity staff have been assigned this user role will be provided to the Client upon website launch.

6

WRITTEN
APPROVAL

6.1 Print: Where it has been requested for Identity to arrange printed material on behalf of the Client, in advance of print, final artwork will be presented to the Client for approval. It is understood and agreed that it is the Client's responsibility to carefully check the material before approving, as Identity cannot be held liable for any errors, omissions or inaccuracies after Client approval.

(i) Identity shall incur no liability for any errors not corrected by the Client where the Client has been provided with proofs.

(ii) colour proofs: Due to differences in equipment, paper, inks and other conditions between colour proofing and production runs, a reasonable variation in colour between colour proofs and the completed job will be deemed acceptable unless otherwise agreed in writing.

(iii) variations in quantity: Every endeavour will be made to deliver the correct quantity ordered, but Estimates are conditional upon margins of 5 per cent for Deliverables being allowed for overs or under the same to be charged or deducted, unless otherwise agreed in writing.

A print Deliverable is considered 'approved' when the Client has given written authorisation for the proof of final artwork to progress to print.

6.2 Websites: In advance of making a website live, Identity will provide the Client with a test link to preview and test the website. It is the Client's responsibility to check the website before approving Identity to make the website live. Identity cannot be held responsible for any errors, omissions or inaccuracies on the website at the time of making live.

A website is considered 'approved' when the Client has given written authorisation (via letter or email) for the website to progress into a live state (referred to as 'going live').

6.3 Identity reserves the right to the addition of Identity credit for the purpose of self-promotion on printed or digital projects, unless instructed otherwise by the Client.

6.4 Identity reserves the right to use both initial creative concepts and final approved design work for the purposes of Identity's marketing activities (both online and offline) unless otherwise agreed with the Client that such marketing is not allowed.

7

DIGITAL WORK
INCLUDING
WEBSITES AND
WEBSITE SERVICES

- 7.1 Where Digital Work including website and website services is included in the Services and Deliverables set out in the Estimate, Identity will endeavour to ensure that website pages work in current and recent versions of preeminent website browsers (such as Firefox, Chrome, Edge and Safari) at the time of undertaking the project. The Client acknowledges that technology is fast moving and Identity cannot give absolute assurance as to how website pages will look and work on any given browser or device released from time to time.
- 7.2 Identity cannot accept responsibility for website pages which do not display acceptably in obsolete versions or new versions of browsers released after the website has been designed and handed over to the Client (including Internet Explorer). As such, Identity reserves the right to charge for any Services involved in changing the website design or website code for it to work with updated browser software.
- 7.3 A Client may request access or guidance on how to operate their CMS website at any time. If a Client requires detailed guidance on how to operate their CMS website, a training fee will be applicable.
- 7.4 The Client agrees that in respect of the website it will not:
- (i) do any illegal act including, without limitation, drug dealing, violation of national export restrictions, harassment, fraud, trafficking in obscene material, distributing viruses, trojan horses or any other similar harmful or deleterious programming routines;
 - (ii) do any act which Identity in question has reasonably requested the Client not to do;
 - (iii) do or attempt to do any act which violates any system or network security which, without limitation, shall include unauthorised access and/or probing or scanning of the system security and/or hacking;
 - (iv) involve itself in spamming, mail bombing, system flooding or anything similar;
 - (v) provide any false or misleading information to Identity or over the website;
- 7.5 The Client acknowledges and agrees that if Identity reasonably considers that the website is being used for any purpose in breach of any of the above provisions or otherwise, improper, then it may without prior notice take down the website in question without incurring any liability whatsoever to the Client. In addition, the Client shall indemnify Identity against, and shall pay to Identity a sum equal to, all liabilities, costs, expenses, damages and losses including reasonably and properly incurred legal costs and other reasonably and properly incurred professional costs and expenses suffered or incurred by Identity arising out of or in connection with a breach by the Client of Condition 7.4.
- 7.6 It is a requirement that Identity hosts the website in order to ensure ongoing quality of service. The Client will be asked, prior to and conditional upon this Contract being entered into, to enter into separate terms and conditions relating to the Annual Website Services Agreement.
- 7.7 The Client acknowledges and agrees that it is not envisaged that any website will exceed such bandwidth as Identity acting reasonably considers appropriate. To the extent that such bandwidth is materially exceeded and/or is regularly exceeded, Identity may apply caps or throttling to bandwidth supplied or, without prior notice suspend or otherwise take down the website in question, without incurring any liability whatsoever to Identity.
- 7.8 The Client acknowledges and agrees that Identity in question will have no liability for any element of the website that was not created by it or on its behalf or which was supplied by the Client and further, the Client acknowledges and agrees that Identity shall only be liable in respect of any inaccuracy of any element of the website that has been created by Identity or on its behalf if having been notified of such inaccuracy, which notification must be within 28 days of delivery. Following notification, Identity will prioritise to fix any inaccuracies as soon as possible.
- 7.9 With regards to the provision of the website and any related services by Identity, any words and phrases which have a customarily accepted meaning within the IT industry shall have that meaning unless stated otherwise.
- 7.10 Prior to registration, Identity cannot guarantee the availability of any domain name. Where Identity is to register a domain name on behalf of a Client, it will endeavour to do so.
- 7.11 Ownership of any domain registered by Identity on behalf of a Client will remain with the Client if the domain registration fee has been paid and the renewal period has not expired.
- 7.12 Domain renewals run bi-annually. Payment for the Service is in advance. Identity reserves the right to increase its charges prior to any renewal. An invoice will be sent automatically prior to the time of renewal at the end of the two years and each anniversary thereafter unless cancelled by the Client as follows. A Client may cancel the Services by giving Identity one month's written notice prior to the date of renewal. If Identity does not receive the required notice of cancellation, it will be deemed that the Client expressly wishes the domain names to be renewed and continue for a further two years on these Terms and Identity shall invoice the Client accordingly.



8

LIABILITIES

8.1 Identity makes no warranties of any kind, express or implied, for any and all Deliverables and/or Services that it supplies. Identity will not be held responsible for any and all damages resulting from Deliverables and/or Services it supplies. Identity is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While Identity takes reasonable steps to investigate the Deliverables we recommend, we accept no responsibility for the performance or quality of Deliverables or any consequential loss arising from their failure. The Client agrees not to hold Identity responsible for any such loss or damage.

Subject to Condition 8.3, Identity's total liability shall not exceed all sums paid by the Client under the Contract and Identity's total liability in contract, tort (including negligence) breach of statutory duty, or otherwise, arising under or in connection with the Contract.

8.2 Insofar as is permitted by law, where Services and/or Deliverables are defective for any reason, including negligence, Identity's liability (if any) shall be limited to rectifying such defect, or crediting its value against any invoice raised in respect of the Services and or Deliverables. Where Identity performs its obligations to rectify defective Services and/ or Deliverables under this condition, Identity shall not be liable for indirect loss, consequential loss or third party claims occasioned by defective Deliverables, and the Client shall not be entitled to any further claim in respect of the Deliverables, nor shall the Client be entitled to repudiate the contract, refuse to pay for the Deliverables or cancel further deliveries. Defective Deliverables must be returned to Identity before replacement or credits can be issued. If the subject Services and/or Deliverables are not available, Identity will hold that the Client has accepted the Deliverables and no credits or replacement Deliverables will be provided.

- (i) Identity shall not be liable for indirect loss, consequential loss or third-party claims occasioned by delay in completing the Deliverables or for any loss to the Client arising from delay in transit, whether as a result of Identity's negligence or otherwise.
- (ii) where Identity offers to replace defective Deliverables, the Client must accept such an offer unless clear cause for refusal to do so can be shown. If the Client opts to have the Deliverables re-done by any third party without reference to Identity, the Client automatically revokes all rights to any remedy from Identity, including but not exclusively the right to a credit in respect of Deliverables done by Identity.
- (iii) where the Deliverables will be forwarded by or on behalf of the Client to a third party for further processing, the Client will be deemed to have inspected and approved the Deliverables prior to forwarding and Identity accepts no liability for claims arising subsequent to the third party's processing.
- (iv) Identity reserves the right to reject any Deliverables received after initial processing by a third party as soon as is reasonably practicable without processing the Deliverables any further. Should the Client require Identity to continue, then Identity is only obliged to do so after confirmation from the Client in writing.

8.3 Nothing in the Contract limits any liability of Identity for:

- (i) death or personal injury caused by negligence;
- (ii) fraud or fraudulent misrepresentation.

GENERAL

The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Each party acknowledges that in entering into the Contract, it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation (or negligent misstatement) based on any statement in the Contract.

INFORMATION CORRECT AS OF JANUARY 2024.