



DESIGNED TO DELIVER

Terms & Conditions

Version 1.0 - 01.04.2025



TERMS & CONDITIONS

These terms and conditions ("**Terms and Conditions**") apply to the purchase of all services provided by Reech Media Group Limited, a company registered in England and Wales with Company Number 07435872 ("**Reech**") to the party identified in the corresponding Order Form or Scope of Work (the "**Client**") (each, a "**Party**" and collectively, the "**Parties**").

The Agreement, incorporating these Terms and Conditions, will only come into effect upon each of the Parties executing the Order Form (in accordance with the requirements of the Order Form) and the Services shall commence on the Services Commencement Date.

The Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement the following definitions apply:

"Affiliate"	means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;
"Agency Days"	means pre-purchase days by the Client that can be allocated to Services provided by Reech;
"Agreement"	means these Terms and Conditions, together with an agreed Order Form and Scope of Work;
"Applicable Laws"	means all applicable laws, statutes, regulations from time to time in force, including the Bribery Laws and the Modern Slavery Act 2015;
"Applicable Data Protection Laws"	means: <ul style="list-style-type: none">• to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; and• to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Reech is subject, which relates to the protection of personal data;
"Bribery Laws"	means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable United Kingdom laws, legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent laws in any other relevant jurisdiction;
"Brief"	means the brief provided by the Client, and agreed by the Parties, as set out or referred to in the applicable Order Form or Scope of Work;
"Business Days"	means on Monday to Friday from 9am to 5pm excluding English public holidays;
"Cancellation Date"	means 48 hours prior to the date of the scheduled Photography and Video Services;
"Cancellation Fee"	means the full amount of Fees due and payable if the Client gives notice of cancellation of Photography and Video Services after the Cancellation Date;
"Confidential Information"	has the meaning given in clause 8.1 of this Agreement;
"Content"	means written content (text), images, video, animation and graphics;
"Client Materials"	means the information, designs, and all other materials provided by the Client in order for Reech to perform its obligations including, but not limited to; the Brief, content and images;
"Client Personal Data"	means any personal data which Reech processes in connection with this Agreement, in the capacity of a processor on behalf of the Client;
"Client Personnel"	means the officers, directors and/or employees of the Client;
"Deliverables"	any output of the Services to be provided by Reech to the Client as specified in this Agreement and the relevant Scope of Work and Order Form;
"Design"	means the final design and brand imagery created by Reech pursuant to a Scope of Work and Order Form which meets the Brief;



“Design and Branding Services”	means the services including brand research and strategy, positioning and messaging, naming and identity, logo design and development, rebranding, brand rollout and graphic design services performed by Reech in accordance with this Agreement, the Order Form and Scope of Work;
“Digital Tax”	means the surcharge levied by certain online advertising platforms which is payable in addition to the relevant Media Spend in relation to Digital Marketing Services;
“Effective Date”	means the date of this Agreement as set out on the Order Form;
“EU GDPR”	means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law;
“Fee”	means the fee payable by the Client to Reech in respect of the Services as set out in the applicable Order Form.
“Force Majeure”	means an event or sequence of events beyond a party’s reasonable control preventing or delaying it from performing its obligations under this Agreement including without limitation strikes, lock-outs, labour disputes, acts of God, natural disasters, war, riots, civil commotion, malicious damage, imposition of sanctions, embargo, law, governmental order, rule, regulation or direction, accident, fire, explosion, building collapse, flood, drought, storm, pandemic or epidemic, nuclear or chemical or biological contamination, terrorism, any interruption or failure of third party software, third party plug-ins or systems and platforms, performance or security issues arising from the use of third party password manager software;
“Increase Date”	has the meaning given in clause 5.17 of this Agreement;
“Initial Term”	means, in respect of Retained Services, the initial term during which the Services will be provided to the Client by Reech and which is set out in the Scope of Work or Order Form (and which will usually be for a period of 12, 24 or 36 months);
“Intellectual Property Rights”	means all copyright, patents, trademarks and trade names, design rights, inventions, know-how and other intellectual property rights including applications for registration and right to make such applications;
“Licensed Materials”	means the Deliverables and any materials, either tangible or intangible, derived from the Services or which Reech generates in the course of providing the Services;
“Marketing Services”	means the digital marketing services, pay-per-click marketing, SEO, social media marketing and management services, content creation and copywriting services provided under the social media managed services package, email marketing services, PR services, creative campaigning, television advertising, media production, creative direction and story boarding, Sky AdSmart, and media buying services performed by Reech in accordance with this Agreement and as set out in the Order Form or Scope of Work;
“Media Spend”	means the amount to be spent by the Client on media or advertising space on digital or traditional advertising channels or platforms from third party online and/or digital publishers;
“Media Spend Handling Fee”	the handling fee charged by Reech for purchasing media or advertising space on digital or traditional advertising channels or platforms from third party online and/or digital publishers on the Client’s behalf for the provision of Digital Marketing Services to the Client;
“Notice Period”	has the meaning given in clause 20.9;
“On-hold Fee”	has the meaning given in clause 13.2.2.4 of this Agreement;
“Order Form”	means Reech’s written proposal for the provision of Services, which has been agreed by the Client, setting out the Client details, a description of the Services and Deliverables to be supplied, together with the applicable Fees, invoicing details, details of key contacts of Reech and the Client and a link to this Agreement. Each Order Form shall be subject to the terms of this Agreement;
“PR Services”	means the public relations and content creation services in relation to creating and distributing content on behalf of the Client and the related advertorial and editorial services performed by Reech in accordance with this Agreement and as set out in the Order Form or Scope of Work;
“Paid Media Fees”	has the meaning given in clause 5.13.6 of this Agreement;
“Photography and Video Services”	means the photography, animation and video services performed by Reech in accordance with this Agreement and as set out in the Order Form or Scope of Work;
“Privacy Policy”	has the meaning given in clause 9.7 of this Agreement;
“Project Services”	means those Services that are agreed to be delivered on a project specific basis;
“Purpose”	has the meaning given in clause 9.4 of this Agreement;



“Reech Personal Data”	means any personal data that Reech processes in connection with this agreement, in the capacity of a controller;
“Reech Personnel”	any employee, officer, staff, other workers, contractors and consultants of Reech who are engaged (directly or indirectly) in the performance of Services from time to time;
“Renewal Term”	has the meaning given in clause 14.1.1 of this Agreement;
“Representative”	has the meaning given in clause 8.2.1 of this Agreement;
“Retained Services”	means those Services that are agreed to be delivered on a retainer basis;
“Retained Services Pause”	has the meaning given in clause 13.1 of this Agreement;
“SEO”	search engine optimisation;
“Services”	means those services to be provided by Reech to the Client, either on a Retained Services or a Project Services basis as further particularised in the Order Form and Scope of Work, which include but may not be limited to the Design and Branding Services, Marketing Services, Photography and Video Services and Website Services, together with any other Services that the Client engages Reech to provide from time to time during the Term, and each a “Service”;
“Services Commencement Date”	means the date on which Reech will commence the supply of Services to the Client as specified in the Scope of Work or Order Form;
“Sky Adsmart”	Sky AdSmart is a television advertising solution that allows advertisers to target households with Sky and Virgin Media subscriptions;
“Sky Adsmart Services”	have the meaning given in clause 18.1 of this Agreement;
“SLA”	means the service level agreement for the Services as detailed in the Scope of Work and Order Form;
“Scope of Work”	means a written scope of work that has been agreed by the Parties which specifies: (a) that it is subject to this Agreement, (b) a description of the scope of work and the Services and Deliverables to be supplied on a Projects or Retained Services basis, the timescales for delivery of Services as set out in the SLA or otherwise and the applicable Fees;
“Spark days”	means are additional service days provided by Reech, in conjunction with the monthly Retained Services package purchased by the Client as agreed between the Parties as set out in the Scope of Work and Order Form.
“Stock Images”	means third party images which Reech may use in the provision of Services or which the Client provides to Reech as part of the Client Material;
“Sub-Processor”	means any agent, sub-contractor or other third party (excluding its employees) engaged by Reech for carrying out any processing activities on behalf of the Client in respect of the Client Personal Data;
“Term”	has the meaning given in clause 14.1 of this Agreement;
“Termination Assistance”	means all necessary assistance (which will include knowledge transfer), as may be reasonably required by the Client, to be provided by Reech to the Client to prepare for and complete the transition of all or part of the Services from Reech to any third party or third parties designated by the Client or to the Client in connection with the expiry or termination of this Agreement (in whole or in part), at the Client’s election and request;
“Termination Assistance Notice”	means a written notice from the Client to Reech setting out: <ul style="list-style-type: none"> • the duration of the Termination Assistance Period (in accordance with clause 14.9.2 of this Agreement); and • the scope of the Termination Assistance required (and the dates during which each is required) within the Termination Assistance Period;
“Termination Assistance Period”	means a period of time (being in aggregate not longer than the period specified in clause 14.9.2 of this Agreement) during which Reech provides Termination Assistance to the Client in connection with the termination or expiry of this Agreement (in whole or in part) as set out in one or more Termination Assistance Notice(s);



“Territory”	together, the UK and the European Economic Area;
“UK GDPR”	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;
“UK RPI”	means the United Kingdom Retail Price Index as published by the Office for National Statistics;
“VAT”	means value added tax chargeable in the UK; and
“Website Services”	means the website care, website hosting, website development services and the related website support services provided to the Client and core website maintenance services performed by Reech in accordance with this Agreement as well development services in respect of “software as a service” platforms and as set out in the relevant Order Form or Scope of Work.

1.2. In this Agreement, unless the context requires otherwise:

- 1.2.1. any clause or other headings in this Agreement is included for convenience only and shall have no effect on the interpretation of this Agreement;
- 1.2.2. a reference to a ‘Party’ includes that Party’s personal representatives, successors and permitted assigns;
- 1.2.3. any words that follow ‘include’, ‘includes’, ‘including’, ‘in particular’ or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.4. references to ‘writing’ or ‘written’ include email but not fax;
- 1.2.5. a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time.
- 1.3. This Agreement supersedes any previously issued terms and conditions of purchase or supply. Each Scope of Work and Order Form creates a separate legally binding contract for the purchase and supply of Services in accordance with this Agreement.
- 1.4. Any terms and conditions set out in any purchase order or other document supplied by the Client that are in addition to or at variance with this Agreement shall not apply unless Reech expressly agree otherwise. Notwithstanding this, the specific terms within the applicable Order Form (but, for the avoidance of doubt not in any Scope of Work) shall prevail in the case of any inconsistency or variance with this Agreement.

2. REECH'S OBLIGATIONS

- 2.1. Reech will, from the Services Commencement Date use reasonable endeavours to provide the Services specified in the Order Form and Scope of Work in accordance with the terms of this Agreement.
- 2.2. Any timescales that Reech sets out in an Order Form or Scope of Work are given in good faith, but because of the nature of the work undertaken, they must be considered to be estimates only. Reech will make reasonable endeavours to maintain the timescales quoted, but meeting such timescales shall not be of the essence of this Agreement.
- 2.3. The Client may request additions or amendments to the Services from time to time. Reech may also give notice to the Client that a change in circumstances prompted by the Client, including inadequate copy, incomplete/incorrect instructions or insufficient Client Material, constitutes a request for modification to the Services even though no formal request for modification has been issued by the Client. In response to such requests, Reech will advise the Client of any change to the Services, price and approximate timescales for delivery. Once the Client has accepted such proposal in writing, Reech shall proceed with the amended Services.
- 2.4. In the event that Reech is unable to deliver the Services on the scheduled date due to the Client's failure to meet its obligations, the duration of the Services shall be extended by the amount of such delay and the Fees may be increased to take into account such delay.
- 2.5. Reech will make backup copies of such Client records, including the Client's source files and media files and store such copies for 12 months from the date such files are supplied to Reech, unless otherwise agreed with the Client and as specified in the relevant Order Form or Scope of Work until such time as the Client requests the destruction or deletion of the Client records or this Agreement is terminated or expires (whichever is earlier).
- 2.6. When Reech provides Agency Days as part of the Project Services or Retained Services, these Services can be allocated to any of Reech's in-house Services as set out in the Scope of Work and Order Form. Time allocated to the Agency Days will be billed in 15-minute increments.



- 2.7. Where the Client purchases Agency Days on a retainer basis, being where a number of Agency Days are agreed and are to be used and paid for over a prescribed period of time, then the Client agrees that it shall use all reasonable endeavours to make use of the Agency Days fairly and proportionately throughout the period of the retainer. Where Reech, acting reasonably, believes that the Client is not making use of the Agency Days in such manner, it may, at its discretion, either refuse to provide some of the Agency Days at that time, agree with the Client the purchase of additional Agency Days or adjust the monthly payments of the Fees to reflect the use of Agency Days above anticipated levels during any period. For the avoidance of doubt, such adjustment, shall not affect the total Fees payable during the period of the Agency Days retainer but may vary the weighting of payment of Fees across the term of the retainer so that a higher proportion of the Fees are payable during the period where Reech believe the Agency Days have been used above anticipated levels with a corresponding reduction in Fees then being applied towards the end of the retainer term, when it is likely there will be fewer Agency Days available for the Client to make use of.
- 2.8. As part of its Design and Branding Service, Reech will produce print-ready artwork in appropriate formats required for printing or electronic publication. As part of this project there is no requirement to provide printed materials. Reech offer a full print management service, if required, assisting with papers, materials, substrates and signing off artwork on press.
- 2.9. The Client acknowledges and agrees that the scope of work is limited to the creation of Design and Branding Service Deliverables, and the Client is solely responsible for the printing and production of any materials resulting from the Design and Branding Services project. Reech shall not be held responsible for any errors, delays, or defects arising during the printing or production process. It is the Client's responsibility to ensure that the final Design meets any specific printing requirements, and that Reech is not liable for any issues that may arise after the completion of the design project.
- 2.10. As part of Website Services, the Supplier will manage and renew domains on behalf of the Client if it is agreed in the Scope of Work and Order Form. However, the Client acknowledges and agrees that the responsibility for sending renewal notifications lies with Reech's partner being an external third party service provider, and not with Reech. Reech shall not be held responsible for any failure to renew a domain if the renewal notifications are not sent or acted upon by such third party service provider. The Supplier will make reasonable efforts to communicate with the Client regarding the status of domain renewals, but the ultimate responsibility for monitoring and ensuring renewal remains with the Client.
- 2.11. When Reech is providing Services set out in the Scope of Work and Order Form, the Scope of Work shall contain a functional specification and/or a project specification document prepared by Reech setting out a high-level overview of the agreed project deliverables and objectives following the discovery and kick-off meetings between Parties. The Client acknowledges and agrees that any work, features, or functionalities not detailed in the functional specification and / or the project specification document annexed to the Scope of Work will be outside the agreed Scope of Work and will incur additional costs, as agreed in writing by both Parties.
- 2.12. When Reech is providing Marketing Services relating to SEO, it may purchase backlinks on behalf of the Client as set out in the Scope of Work and Order Form. The Client acknowledges that Reech gives no guarantee regarding the quality of the backlinks or the impact they may have on the Client website's SEO ranking or positioning. Reech shall not be held responsible for any lack of improvement in SEO ranking or positioning resulting from the acquisition of backlinks. The Client acknowledges that SEO performance is influenced by numerous variables, and Reech cannot guarantee specific outcomes.
- 2.13. When Reech is providing Marketing Services relating to SEO the Client acknowledges and agrees that search engine rankings are influenced by numerous factors beyond the Supplier's control, including changes in search engine algorithms, competitor activities, and other external variables and that Reech shall not guarantee any specific placement or ranking in organic search engine results. The Client agrees that Reech shall not be held liable for any fluctuations or changes in the Client website's search engine rankings or positioning.
- 2.14. Reech may utilise artificial intelligence (AI) technologies in the provision of Services. The Client acknowledges and agrees that the use of AI is intended to enhance the efficiency and effectiveness of the Services provided. Reech will use reasonable efforts to ensure that any AI technologies used comply with applicable laws and regulations and are implemented with due regard to privacy and data protection standards. The Client accepts that while AI can provide valuable insights and efficiencies, it may also have limitations, and Reech does not guarantee the accuracy or infallibility of AI-generated outputs. Reech shall not be liable for any decisions made by the Client based on AI-generated outputs.

3. THE CLIENT'S OBLIGATIONS

- 3.1. The Client shall pay all Fees, applicable Digital Taxes and additional charges in accordance with this Agreement.
- 3.2. The Client shall provide co-operation and support to Reech in its efforts to deliver the Services. Such co-operation and support shall include, but not be limited to:
- 3.2.1. timely responsiveness to Reech's communications which shall include the Client adhering to any timescales agreed in the functional specification or project specification;
- 3.2.2. the timely transmittal and release of appropriate and accurate documentation and information;
- 3.2.3. those additional obligations for the Client that are set out in this Agreement, the applicable Order Form or Scope of Work.



- 3.3. The Client agrees that if the Client does not perform its obligations under this Agreement, Reech cannot be considered in default to the extent that it is delayed in meeting its obligations as a result of the Client's failure, and the Client shall remain fully obligated to pay Reech as provided in the relevant Order Form as though no delay had occurred.
- 3.4. The Client shall be responsible for the final checking of all print-ready, web-ready and digital proofs that Reech provide to the Client as part of the Licensed Materials. Reech will not be liable for any errors or omissions in any materials that the Client develop or create which use the Licensed Materials, that have not been corrected by the Client as part of the Client's print-ready, web-ready and digital proof checking activities.
- 3.5. The Client agrees that Reech will only accept two requests from the Client in relation to any amendments or revisions to the Design. Any further revisions to the Design requested by the Client, once accepted by Reech, will be for an additional fee and will be treated as new Services to be invoiced separately under a new agreement between the Parties.
- 3.6. The Client agrees to take full responsibility for signing-off the design, layout, and content (include spelling, punctuation and grammar) for each completed piece of Design that forms part of the Services provided to the Client under this Agreement.
- 3.7. When Reech is providing PR Services, the Client agree to take full responsibility for sign-off all PR Services and its accuracy, in any event before the PR Services are published in print or in digital format in the relevant press release, advertising or editorial content as set out in the Order Form or Scope of Work.
- 3.8. The Client agrees that the Client Material which is:
- 3.8.1. in text form, shall be supplied by the Client in electronic format as standard text (.txt) or as an MS Word document (.docx) and or any other format as specified by Reech from time to time;
- 3.8.2. an image, shall be supplied by the Client in an electronic format in a format as prescribed by Reech, typically high-rez CMYK Tif's and/or any other format as specified by Reech from time to time;
- 3.8.3. in image form must be of a quality suitable for use without any subsequent image processing.
- 3.9. The Client agrees that all Client Material required for the provision of Retained Services or Project Services will be provided to Reech in a timely manner. Any delay or failure on the Client's part to supply Client Material to may result in Reech having to generate new content required for the Services which is outside the scope of Services agreed with the Client. Reech will invoice the Client for the additional Fees Reech will incur for creating new content required for delivery of the agreed Services. The Client acknowledges that Reech will not be held responsible for any image quality which the Client later deems to be unacceptable.
- 3.10. When Reech is providing Marketing Services relating to content creation and copywriting the Client shall be responsible for prior sign-off and confirmation of approval of Content as per the Scope of Work and Order Form, its accuracy, and whether it is acceptable to go on the live website, digital marketing channels and in print and the Client agrees to fully and effectually indemnify Reech against all damages, losses and expenses arising directly as a consequence of any Content uploaded to digital media, print or any app, whether authorised or unauthorised.
- 3.11. The Client agrees to take full responsibility to ensure that the Content sources are as agreed in the Scope of Work and Order Form and the Client confirms its written approval to Reech of the publication of the Content on digital media or print as agreed in the Scope of Work and Order Form. The Client acknowledges that any Content stream is the ultimate responsibility of the Client.
- 3.12. The Client agrees to allow Reech to include a small credit on the Deliverables produced under this Agreement. This credit may take the form of a logo or a line of text and will be placed on the credits page and the back cover of any brochures.
- 3.13. The Client agrees to Reech placing a credit and a hyperlink within the footer of the website designed and developed as part of the Website Services provided by Reech. This credit will acknowledge Reech's role in the design and development of the website.
- 3.14. The Client grants Reech the right to display completed work, including performance and KPI statistics, on Reech's own website for demonstration purposes. Additionally, Reech is permitted to use any Design created under this Agreement in its own publicity materials and portfolios. This includes, but is not limited to, showcasing the work in Reech's marketing materials, presentations, and online portfolios.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1. All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Client Materials) shall be owned exclusively by, and vest absolutely in, Reech.
- 4.2. To the extent permissible under Applicable Laws, Reech and its licensors own, and shall retain ownership of, all Intellectual Property Rights in the Licensed Materials.
- 4.3. Reech shall grant the Client a non-exclusive, non-transferrable, revocable, limited licence during the Term to use the Licensed Materials solely in relation to its receipt of the Services. Such licence is at all times conditional upon:



- 4.3.1. the Client paying all Fees to Reech as they fall due; and
- 4.3.2. the Client's full compliance with this Agreement. For the avoidance of doubt, the Client may not sub-license, assign or otherwise transfer the rights in the Licenced Materials without Reech's prior written consent.
- 4.4. In relation to the Client Materials, the Client:
 - 4.4.1. and its licensors own, and shall retain ownership of, all Intellectual Property Rights in the Client Materials;
 - 4.4.2. hereby grants Reech a fully paid-up, non-exclusive, royalty-free, worldwide, transferable licence to copy, modify and use the Client Materials during the Term for any purpose in connection with this Agreement and providing the Services;
 - 4.4.3. warrants that the receipt and use of the Client Materials in the performance of this Agreement by Reech, and the Reech Personnel does not, and shall not, infringe the rights, including any Intellectual Property Rights, of any third party; and
 - 4.4.4. shall hold Reech harmless from, and on demand indemnify Reech and keep Reech indemnified in full from and against, all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by Reech, and any sums agreed to in settlement, as a result of, or in connection with, any claim brought against Reech or Reech Personnel for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, Reech's (or the Reech Personnels') receipt or use of the Client Materials in accordance with this Agreement.
- 4.5. The Client understand that Reech may use Stock Images as part of Design and Branding Services. Reech will take all reasonable measures, to include purchasing from reputable supplier, to ensure that Reech's use of the Stock Images does not infringe the Intellectual Property Rights of any third party. Reech cannot, however, be held liable for claims made against the Client that Reech's use of the Stock Images infringes the Intellectual Property Rights of any third party.
- 4.6. The Client agrees not to resell any Photography and Video Service Deliverables including photographs, words, pictures, images, videos, ideas, visuals and illustrations and to use such Photography and Video Service Deliverables for commercial use only.
- 4.7. When Reech is providing Photography and Video Services Reech will source royalty free soundtracks in all video production. The ownership of such royalty of such soundtracks will remain with the rightful owner of the royalty.
- 4.8. If the Client requires Reech to use non-royalty free soundtracks for the provision of Photography and Video Services, the Client will be responsible for obtaining such non-royalty free soundtracks to be used in the Photography and Video Services. The Client shall hold Reech harmless from, and on demand indemnify Reech and keep Reech indemnified in full from and against, all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by Reech, and any sums agreed to in settlement, as a result of, or in connection with, any claim brought against Reech or Reech Personnel for actual or alleged infringement of a third party's royalty arising out of, or in connection with, Reech's (or the Reech Personnels') receipt or use of non-royalty free soundtracks provided by the Client for the Photography and Video Services.
- 4.9. The Client shall be responsible for obtaining all necessary authority, licences and permissions to reproduce pictures, artwork, photographs, logos and brands in relation to the Design and Branding Services. The Client will indemnify Reech and their agents from any claim arising thereof. By supplying Client Material, including images, text, or any other data to Reech, the Client grants Reech permission to use the Client Material freely in the pursuit of the Design and the Client declares that it holds the appropriate copyright and/or trademark permissions in such Client Materials. The ownership of such Client Materials will remain with the Client, or rightful copyright or trademark owner.
- 4.10. When Reech is providing Website Services to the Client, any software, code, plugin or other third-party material used in a web or digital project remains the property of the creator and any ongoing licence fees or fees for upgrades are the responsibility of the Client, not Reech.
- 4.11. For security reasons, Reech will not provide FTP, server, or WordPress administrator access to the Client. This policy is in place to protect not only Reech's clients' websites but also the broader network of sites that Reech manage. Granting this level of access increases the risk of vulnerabilities, creating potential entry points for hackers and malicious bots to infiltrate and compromise websites. By maintaining strict security protocols, Reech aim to ensure website integrity, prevent unauthorized modifications, and safeguard sensitive data, ultimately providing a more secure and reliable service for all Reech clients.
- 4.12. By supplying Client Materials, including images, text, or any other data to Reech, the Client grants Reech permission to use the Client Material freely in the pursuit of Services under this Agreement.
- 4.13. Should Reech, or the Client supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the Client will agree to allow Reech to remove and/or replace the file on the site. The Client agrees to fully indemnify and hold Reech free from harm in any and all claims resulting from the Client in not having obtained all the required copyright, and/or any other necessary permissions.



- 4.14. When Reech is providing SEO Services, the ownership of the Intellectual Property to the Client's website and any pre-existing content is retained by the Client and the ownership of the Intellectual Property to all SEO Service Deliverables, including proprietary tools, methodologies, and techniques is retained by Reech.
- 4.15. When Reech is providing the Marketing Services including social media management services, the Client acknowledges that Reech has no control over any content placed on social media channels by the Client or a visitor to their social channels. All content placed on social media channels is the sole responsibility of the Client including approval of content created by Reech.
- 4.16. Reech shall immediately (or as soon as is practicable) comply with any written request by the Client to remove any Content from social media channels or published on any other digital platforms.
- 4.17. The Client acknowledges that it is solely responsible for the accuracy of the Content and that it is solely responsible also for any Content uploaded to social media channels or published on any other digital platforms and the Client agrees to fully and effectually indemnify Reech against all damages, losses and expenses arising directly or indirectly as a consequence of any Client Materials or Content provided by the Client.
- 4.18. When Reech is providing Retained or Project Services, it may provide the Client with key performance indicator and performance objectives reports at an additional Fee unless such fees are set out in the Scope of Work and Order Form. The Client acknowledges that such key performance indicator and performance objectives reports are an estimate and measurement tool only and are not provided to the Client for the purpose of using these reports as an actual performance benchmark. There is no obligation or guarantee on Reech's part to achieve the desired results as set out in such key performance indicator and performance objectives reports.
- 4.19. Notwithstanding the provisions of clause 12, where Reech provide the Client with Branding and Design Services, Reech will use its reasonable commercial endeavours to ensure that any original materials created by Reech do not infringe any third party's Intellectual Property Rights. If any original material created by Reech are found to infringe a third party's Intellectual Property Rights then, Reech's liability to the Client (and the Client's sole remedy) will be for Reech to create replacement materials at no additional cost to the Client.

5. FEES AND PAYMENT

- 5.1. If the Client makes payment of the deposit towards the Fees, such payment will be deemed to be the Client's authorisation to Reech to commence the provision of Services regardless of whether the Client has signed the Order Form. The Client acknowledges that all deposit payments are non-refundable. In respect of Project Services, the Client shall pay a 50% non-refundable deposit to commence the Project Services within seven (7) working days from the date of the Order Form.
- 5.2. In respect of Project Services, the Client shall pay each invoice submitted to it by Reech within thirty (30) days of receipt to a bank account nominated in writing by Reech from time to time. In respect of Retained Services, the invoice for the Fees and any expenses will be raised by Reech on the first day of each calendar month and shall be payable by the Client within ten (10) working days of the date of invoice.
- 5.3. When Reech is providing Services under a Retained Services contract, the Client shall pay a one-off standard set up fee for the Retained Services as set out in the Scope of Work and/or the relevant Order Form. Any waiver of the standard set up fee will be agreed in advance between the Parties and will be set out in the Scope of Work and the relevant Order Form.
- 5.4. Reech shall invoice the Client for the Project Services at the intervals specified in the Order Form, or on the achievement of the milestones indicated in the functional or project specification and/or Order Form. If no intervals are so specified, Reech shall invoice the Client during the course of each month for Services performed during that month. In any event payment of all Fees and expenses for the Project Services need to be settled by the Client prior to the completion of the Project Services as set out in the Order Form and Scope of Work.
- 5.5. All Fees are as set out in the Order Form are payable in Pounds Sterling and are not refundable. As set out in the Order Form Reech may also invoice the Client for the Fees in Euros or \$USD at the prevailing exchange rate at the time of issuance of the Reech invoice.
- 5.6. The Fees for Retained Services and other monthly Services are payable by the Client via direct debit. If the Client opts not to utilise direct debit it will incur an additional 10% administrative fee to cover the costs associated with alternative payment processing.
- 5.7. Where the Initial Term is for a period greater than 12 months then, on each anniversary of the commencement of the Initial Term, Reech shall be entitled to increase its Fees by the greater of 5% and the then current rate of inflation as calculated in accordance with UK RPI. Such increase shall be applied to the Fees payable during the previous 12 months.
- 5.8. The Fees for Retained Services shall increase from the commencement of each Renewal Term. The Fees will increase by the greater of 5% and the then current rate of inflation as calculated in accordance with UK RPI. Where the Renewal Term is for a period greater than 12 months, then on each anniversary of the commencement of the Renewal Term, Reech shall be entitled to increase its Fees by the greater of 5% and the then current rate of inflation as calculated in accordance with UK RPI. Such increase shall be applied to the Fees payable during the previous 12 months.



- 5.9. Payments for Project Services must be made via BACS (Bankers' Automated Clearing Services) or direct debit.
- 5.10. The standard overtime rates and premium overtime rates are set out in the Order Form. If the hours within the Retained Services package used in a month is nearing the agreed number, Reech will advise the Client. Any additional services requested outside of the Retained Services package will be quoted as a separate project and will incur an additional monthly fee.
- 5.11. Any invoice queries in relation to the Fees must be submitted by email to Reech within seven (7) days of the invoice date failing which the invoice issued will be due and payable on the payment date and the Services will be delivered based on the agreed Order Form and Scope of Work.
- 5.12. All sums payable to Reech under this Agreement:
- 5.12.1. are exclusive of VAT, and, where VAT is chargeable, the Client shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
- 5.12.2. shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 5.13. The Fees exclude the following expenses, which shall be payable by the Client monthly in arrears (unless otherwise agreed in writing), following submission of an appropriate invoice:
- 5.13.1. the cost of any agreed out-of-pocket expenses and ancillary expenses incurred by Reech, the Reech Personnel and/or its sub-contractors in connection with the Services (including without limitation, any travelling expenses, fuel and mileage costs (at such rate as is specified in Scope of Work and Order Form) reasonable accommodation costs, subsistence and associated expenses);
- 5.13.2. the cost to Reech of any materials or services procured by Reech from third parties for the provision of the Services as such items and their cost are set out in the Order Form or approved by the Client in advance from time to time;
- 5.13.3. third party software or platform costs incurred by Reech on behalf of the Client for the provision of Marketing Services;
- 5.13.4. the applicable Digital Taxes;
- 5.13.5. any Media Spend Handling Fees;
- 5.13.6. the payment of any paid media fees, including but not limited to advertising platform costs (Google Ads and other online platforms including Microsoft, Meta, LinkedIn, TikTok and others), search engine fees, social media advertising expenses, any other out-of-home advertising fees or advertising fees associated with printed media publications, incurred during the course of any media campaign as part of the provision of the Marketing Services to the Client ("**Paid Media Fees**"); and
- 5.13.7. the cost of providing the Services in languages other than English (as may be requested by the Client and agreed between the Parties);
- 5.13.8. if the Client requests the release of Reech's copyright design source files or artwork or RAW files/ source footage in any format; including, but not restricted to indd, psd, AI, png, fla, all video formats, other source files or raw code for transfer to an in-house or other designer, developer or production company, Reech will only comply with such release requests from the Client provided the release conditions and the agreed output are clearly included in the Scope of Work. The Client agrees that they will be subject to a separate quotation or 'buy-out' fee as discussed and agreed between the Parties;
- 5.13.9. a separate transfer fee for expenses incurred for transfer of Client's website hosted by Reech; and
- 5.13.10. the additional fee charged by Reech for providing the Client the key performance indicator information and performance objectives reports.
- 5.14. The Client acknowledges and accepts that Digital Taxes are set and charged by third parties, and the Digital Taxes applicable to the relevant Digital Marketing Services may vary from time to time and depending on the locations and platforms on which advertisements are served. The Client is responsible for ensuring that it is aware of all Digital Taxes that apply to the Services the Client has requested, and the Client must not instruct Reech to perform any Services unless the Client is willing and able to pay the relevant Digital Taxes.
- 5.15. Without prejudice to any other right or remedy that it may have, if the Client fails to pay Reech any sum due under this Agreement on the due date 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 clause will accrue each day at 3% a year above the Bank of England's base rate from time to time, but at 3% a year for any period when that base rate is below 0%; and Reech may suspend part or all of the Services until payment has been made in full.
- 5.15.1. The Client acknowledges that if the Client defaults in making two (2) payments of the Fees for the Retained Services by their payment due dates it shall pay the remaining invoice amount of the Retained Services in full within ten (10) Business Days commencing from the due date of the second missed payment of the Fees



- 5.16. Reech and the Client may at any time during the Term agree to add, vary or otherwise amend the Services and any Deliverables to be provided under this Agreement by entering into a new Scope of Work to reflect the updated scope of work or functional or project specification. Where such additions, variations or amendments are agreed then Reech and the Client shall also agree any increase or variation in Fees, estimated timescales for delivery and other terms that are necessary in respect of such changes.
- 5.17. Reech may increase the Fees for any or all of the Services at its discretion in each 12-month period with effect from each anniversary of the Effective Date. In the event that Reech determines that it wishes to increase the Fees for any of the Services, it shall notify the Client of such increase(s) in writing at least thirty (30) days prior to the date of such increase(s) coming into effect ("**Increase Date**"). If the Client does not wish to accept the increase(s) to the Fees for the Services, or any particular Service, Reech has the right to terminate this Agreement by giving notice to terminate this Agreement prior to the Increase Date in accordance with clause 14.2, failing which the Client shall be deemed to have accepted the relevant increase on the Increase Date.

6. CONTINGENCY BUDGET PROVISION

- 6.1. In respect of Project Services provided by Reech, the Client agrees to a contingency budget of up to 25% of the total Project Services value ("**Contingency Budget**"). This budget is intended to cover unforeseen circumstances or additional requirements that may arise during the course of provision of Project Services.
- 6.2. Reech reserves the right to adjust the Project Service timescales in the event that the Contingency Budget is utilised. The Client will be notified by Reech of any changes to the Project Services timeline as soon as practicable.
- 6.3. Reech may release and utilise the Contingency Budget to address any unforeseen issues or additional requirements that impact the project. The Client will be informed of the reasons for the release of the Contingency Budget and any associated changes to the project scope or timeline of the Project Services.
- 6.4. Once the functional specification or project specification for the Project Services has been approved by the Client, any requests for changes or additions will require a separate quotation. Reech will provide a detailed estimate for any additional work outside the original scope.
- 6.5. The Client acknowledges that any changes to the approved functional specification or project specification may impact the project timescales of the Project Services. Reech will provide an updated timeline reflecting any changes to the project schedule resulting from such modifications.

7. REPRESENTATIONS AND WARRANTIES

- 7.1. The Client represents, warrants and undertakes as follows (where such representations, warranties and undertakings shall be repeated throughout the Term):
- 7.1.1. the Client is duly organised and validly existing under the laws of the United Kingdom and under such laws, in good standing;
- 7.1.2. the Client has the power to execute the Order Form and any other documentation relating to this Agreement to which it is a Party, and to perform its obligations under this Agreement and any other obligations to which the Client is a party and has taken all necessary action to authorise such execution, delivery and performance;
- 7.1.3. the Client's execution, delivery and performance herein do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government and/or of a regulatory body applicable to the Client or any of the Client's assets or any contractual restriction binding on or affecting it or any of such assets;
- 7.1.4. all governmental, regulatory and other consents that are required to have been obtained by the Client with respect to this Agreement and are in full force and effect and all conditions of any such consents have been complied with;
- 7.1.5. the Client Materials the Client provides in relation to the Services contemplated herein and in the Order Form and Scope of Work, will not breach any agreement or infringe or violate any copyright, trade mark, or any other personal or property of any person or render either Party liable to any proceedings whatsoever;
- 7.1.6. any information or Client Materials supplied by the Client in connection with the provision of the Services is accurate, complete and true in all respects and complies with all Applicable Laws, applicable codes and standards; and
- 7.1.7. in respect of any Client Material which contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or any copy by which any living person is or can be identified, the Client has obtained the authority of such living person to make use of such name, representation and/or copy in relation to the services contemplated herein.
- 7.2. Reech warrants that it shall provide the Services with reasonable commercial skill and care by people whose qualifications and experience will be appropriate for the tasks to which they are allocated.
- 7.3. As the Client's sole and exclusive remedy, Reech may, at its option, remedy, re-perform or refund the Services that do not comply with clause 7.2, provided that:



- 7.3.1. the Client serves a written notice on Reech not later than five (5) Business Days from performance in the case of defects discoverable by a physical inspection, or within a reasonable period of time from performance in the case of latent defects; and
- 7.3.2. such notice specifies that some or all of the Services do not comply with clause 7.2 and identifies in sufficient detail the nature and extent of the defects; and
- 7.3.3. the Client gives Reech a reasonable opportunity to examine the claim of the defective Services.
- 7.4. The provisions of this Agreement shall apply to any Services that are remedied or re-performed with effect from performance of the remedied or re-performed Services.
- 7.5. Where Reech is providing Website Services it may provide a guarantee period of one (1) month from the date of the Client's website launch.
- 7.6. The Client must report any errors or defects in writing within the one-month guarantee period. These errors must relate to the functionality or performance of the website and not to changes in site content or design. Reech will use commercially reasonable efforts to address and rectify any reported issues that fall within the scope of this guarantee at no additional cost to the Client.
- 7.7. After the expiration of the one-month guarantee period, the Client will be responsible for any issues or defects that arise with its website. Reech may offer support or fixes for such issues at the Supplier's standard rates, subject to a separate agreement to be entered into between the Parties.
- 7.8. The guarantee does not cover any changes or modifications to the website content, design, or functionality requested by the Client. Any such changes will be considered outside the scope of the guarantee and will be subject to additional charges.
- 7.9. The warranties set out under clause 7.2 and the guarantee set out under clause 7.5 (in respect of the Website Services only) are the only warranties and guarantees that apply to the Deliverables and Services to be provided by Reech herein. Reech excludes all other conditions, warranties, representations or other terms that might otherwise be implied or incorporated into the relevant module by law, such as (but not limited to) those of satisfactory quality, fitness for a particular purpose, or any, purpose or ability to achieve any particular result.

8. CONFIDENTIAL INFORMATION

- 8.1. Each party undertakes that it shall keep any information that is confidential in nature concerning the other party and its Affiliates, including any details of its business, affairs, customers, clients, suppliers, plans or strategy ("**Confidential Information**"), confidential and that it shall not use or disclose the other party's Confidential Information to any person except as permitted by clause 8.2.
- 8.2. A party may:
 - 8.2.1. disclose any Confidential Information to any of its employees, officers, representatives or advisers, (which includes Reech's use of technology providers for the use and disseminating of relevant passwords) ("**Representatives**") who need to know the relevant Confidential Information for the purposes of the performance of any obligations under this Agreement, provided that such party ensures that each of its Representatives to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this clause 8 as if it were a Party;
 - 8.2.2. disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority (including any securities exchange) or any other authority of competent jurisdiction to be disclosed; and
 - 8.2.3. use Confidential Information only to perform any obligations under this Agreement.
- 8.3. Each Party recognises that any breach or threatened breach of this clause 8 may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages, the Parties agree that the non-defaulting Party may be entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.
- 8.4. This clause 8 shall bind the Parties for a period of two (2) years following termination of this Agreement

9. DATA PROTECTION

- 9.1. For the purposes of this Agreement the words and phrases "Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach", "process/processing" and "appropriate technical and organisational measures" shall have the meanings given in UK GDPR.
- 9.2. The parties will comply with all applicable requirements of the Applicable Data Protection Laws. This clause 9.2 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Applicable Data Protection Laws.



- 9.3. The parties acknowledge that for the purposes of the Applicable Data Protection Laws, the Client is the Controller and Reech is the Processor in respect of any Client Personal Data processed in accordance with this Agreement, except in respect of Reech's use of the Client Personal Data for Reech's business, operational or administrative purposes (other than the provision of the Services), in which case Reech shall act as the Controller.
- 9.4. Reech will need to process certain Client Personal Data in order to perform its obligations (in particular the provision of the Services) and exercise its rights under this Agreement (the "**Purpose**"). Such processing is likely to comprise corresponding with the Client Personnel in respect of the Services (and ancillary processing such as storing and accessing such personal data) in order to perform its obligations (in particular the provision of the Services) and exercise its rights under this Agreement.
- 9.5. Reech shall, when acting as a Processor in respect of the Client Personal Data:
- 9.5.1. process the Client Personal Data only in accordance with this Agreement and/or the Client's written instructions from time to time, and shall not process the Client Personal Data for any purposes other than those expressly authorised in writing by the Client or this Agreement or unless required to do so by Applicable Laws. Where Reech is relying on Applicable Laws as the basis for processing Client Personal Data, Reech shall promptly notify the Client of this before performing the processing required by the Applicable Law unless the Applicable Laws prohibits Reech from so notifying the Client;
- 9.5.2. take appropriate technical and organisational measures against the unauthorised or unlawful processing or destruction of or damage to the Client Personal Data to ensure a level of security appropriate to:
- 9.5.2.1. the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
- 9.5.2.2. the nature of the data to be protected;
- 9.5.3. ensure that all of the Reech Personnel who have access to and/or process Client Personal Data are obliged to keep the Client Personal Data confidential;
- 9.5.4. not transfer any Client Personal Data outside of the Territory unless the following conditions are fulfilled:
- 9.5.4.1. the Client or Reech has provided appropriate safeguards in relation to the transfer;
- 9.5.4.2. the relevant Data Subjects have enforceable rights and effective legal remedies; and
- 9.5.4.3. Reech complies with its obligations under the Applicable Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred,
- 9.5.5. and, provided that, for these purposes, the Client shall promptly comply with any reasonable request of Reech, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer).
- 9.5.6. provide the Client, at the Client's cost, with reasonable assistance in responding to any request from any individual whose Personal Data forms part of the Client Personal Data and in ensuring the Client's compliance with its obligations under the Applicable Data Protection Laws with respect to security, Personal Data Breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 9.5.7. notify the Client without undue delay on becoming aware of any security breach in respect of Client Personal Data;
- 9.5.8. at the written direction of the Client, delete or return Client Personal Data and copies thereof to the Client on termination of this Agreement, except to the extent required by Applicable Laws;
- 9.5.9. maintain complete and accurate records and information to demonstrate its compliance with this clause 9 and shall make such records available to the Client to the extent necessary to demonstrate Reech and/or the Client's compliance with Applicable Data Protection Laws. Prior to making any such records and information available to the Client, Reech may redact any commercially sensitive or confidential information contained therein to the extent it considers necessary;
- 9.5.10. on reasonable notice, and upon reasonable terms (including, without limitation, the Client's execution of a non-disclosure agreement and agreeing to pay both Parties' costs of any such audit or inspection) permit the Client to audit and/or inspect the records specified in clause 9.5.9 above for compliance with Applicable Data Protection Laws; and
- 9.5.11. notify the Client immediately if, in Reech's opinion, any of the Client's instructions infringes Applicable Data Protection Laws.
- 9.6. The Client agrees that Reech may transfer Client Personal Data out of the Territory, provided that the conditions set out in clause 9.5.4 are satisfied.
- 9.7. The Client consents to, (and shall procure all required consents, from the Client Personnel, the Client's representatives and agents, in respect of) all actions taken by Reech in connection with the processing of Reech Personal Data, provided these are in compliance with the then-current version of the Reech's privacy policy available at [Privacy Policy - Reech Media Group Ltd](#) ("**Privacy Policy**"). In the event of any inconsistency or conflict between the terms of the Privacy Policy and this Agreement, the Privacy Policy will take precedence.



- 9.8. The Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Reech Personal Data and Client Personal Data to Reech or lawful collection of the same by Reech for the duration and Purpose.
- 9.9. The Client provides its prior, general authorisation for Reech to:
 - 9.9.1. appoint Sub-Processors to process the Client Personal Data, provided that Reech:
 - 9.9.2. shall ensure that the terms on which it appoints Sub-Processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on Reech in this clause 9;
 - 9.9.3. shall remain responsible for the acts and omission of any such Sub-Processor as if they were the acts and omissions of Reech; and
 - 9.9.4. shall inform the Client of any intended changes concerning the addition or replacement of the Sub-Processors, thereby giving the Client the opportunity to object to such changes provided that if the Client objects to the changes and cannot demonstrate, to Reech's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Client shall indemnify Reech for any losses, damages, costs (including legal fees) and expenses suffered by Reech in accommodating the objection.
- 9.10. When Reech is providing website care Services, it provides cookie policy pages and a cookie pop up options that allow the Client website to be compliant with the Applicable Data Protection Laws. If the Client decides to transfer the Client website to a third-party service provider, Reech will remove the cookie policy page and cookie pop up templates from the date of cancellation of the website care Services. The Client agrees it is responsible to arrange for the required measures to be undertaken to ensure that the Client's new website page is compliant with the Applicable Data Protection Laws and has the relevant cookie policy references. Reech shall not be liable for any breach of Applicable Data Protection Laws.
- 9.11. Either party may, at any time on not less than thirty (30) days' notice, revise this clause 9 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

10. ANTI-BRIBERY

- 10.1. For the purposes of this clause 10 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and guidance published under it.
- 10.2. The Client shall comply with all applicable Bribery Laws and ensure that it has in place adequate procedures to prevent any breach of this clause 10. The Client shall ensure that: (i) all of the Client Personnel and all direct and indirect subcontractors, suppliers, agents and other intermediaries of the Client; and (ii) all others associated with the Client and each person employed by or acting for or on behalf of any of those persons involved in connection with this Agreement so comply.
- 10.3. Any breach of this clause 10 by the Client shall be deemed a material breach of this Agreement that is not remediable and shall entitle Reech to immediately terminate this Agreement by notice under clause 14.4.1.

11. INDEMNITY AND INSURANCE

- 11.1. The Client shall indemnify, and keep indemnified, Reech from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by Reech as a result of or in connection with the Client's breach of any of the Client's obligations under this Agreement and the relevant Scope of Work and Order Form.
- 11.2. The Client shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under this Agreement. On request, the Client shall supply, so far as is reasonable, evidence of the maintenance of the insurance and all of its terms from time to time applicable. The Client shall on request assign to Reech the benefit of such insurance.

12. LIMITATION OF LIABILITY

- 12.1. The extent of Reech's liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 12.
- 12.2. Subject to clauses 12.6 and 12.7, the total liability of Reech, howsoever arising under or in connection with this Agreement, shall not exceed sum of the Fees due to Reech under the agreed Order Form in respect of any one claim or series of related claims.
- 12.3. Subject to clause 12.6, Reech shall not be liable for consequential, indirect or special losses.
- 12.4. Subject to clause 12.6, Reech shall not be liable for any of the following (whether direct or indirect): (a) loss of profit; (b) loss of revenue; (c) harm to reputation of the Client or its business; (d) loss or corruption of Client data; (e) loss or corruption of Client software or systems; (f) loss or damage to Client equipment; (g) loss of commercial opportunity; (h) loss of savings, discount or rebate (whether actual or anticipated); (i) loss of Client goodwill; or (j) wasted expenditure.



- 12.5. Except as expressly stated in this Agreement, and subject to clause 12.6, all warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.
- 12.6. Notwithstanding any other provision of this Agreement, Reech's liability shall not be limited in any way in respect of the following: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other losses which cannot be excluded or limited by applicable law.
- 12.7. The Client undertakes to Reech and agrees that it will, without prejudice to any other right of action which Reech may have, at all times keep Reech fully and effectively indemnified against any liability (which liability shall include, without limitation, all losses, costs, claims, demands, actions, damages, legal and other professional fees and expenses on a full indemnity basis) which Reech may suffer or incur as a result of any breach, infringement and/or non-fulfilment of any terms and/or obligations applicable to the Client in respect of this Agreement which for the avoidance of doubt includes the infringement of any Intellectual Property Rights of any third party and/or of Reech in respect of this Agreement).

13. TEMPORARY SUSPENSION OF SERVICES

13.1. Retained Services

- 13.1.1. Subject to clauses 13.1.2.1 and 13.1.2.2 below (inclusive), the Client may request the temporary suspension of Retained Services for a maximum of thirty (30) days (a "**Retained Services Pause**") and Reech may grant any such request in its sole discretion.
- 13.1.2. The Client shall:
- 13.1.2.1. give Reech a minimum of thirty (30) days' advance written notice of its request for a Retained Services Pause; and
 - 13.1.2.2. request no more than one (1) Retained Services Pause per Year.
 - 13.1.3. If Reech grants any request for a Retained Services Pause, during the Retained Services:
 - 13.1.3.1. Reech will be under no obligation to provide the Services or otherwise to perform its obligations under the Agreement;
 - 13.1.3.2. no Retained Services Fee will accrue (calculated on a pro-rated basis);
 - 13.1.3.3. the Client will continue to be liable to pay all Fees and other sums as they fall due under the Agreement in respect of Services rendered prior to the date of the Retained Services Pause coming into effect.
- 13.1.4. The initial term of Retained Services and any further term of Retained Services will be extended an amount equal to the aggregate duration of any Retained Services Pause(s). For example, if a Retained Services Pause lasts for thirty (30) calendar days, the relevant initial term of Retained Services and any further term of Retained Services the Retained Services Pause has occurred in will be deemed to have been extended by thirty (30) calendar days.

13.2. Project Services

- 13.2.1. Reech shall carry out the delivery of the Projects Services to ensure the Client is ready for the Service implementation on the date specified in the Order Form, the Scope of Work and / or the functional or project specification document. The Client understands that any additional requirements which are out of scope may result in an additional Fee. Any Project Services with no updates after the period specified in clause 13.2.2.2 will be considered dormant. If the Client elects to continue Project Services after they become dormant, the Client will be responsible for a restart fee which will be charged in line with: (i) the value of the Services; (ii) Services completed to date by Reech; (iii) remaining Services to be completed and onboarding context for any changes in requirements; and (iv) any renegotiation of new terms if the scope or nature of the Project Services has changed or any additional Fees to complete the Project Services on a new schedule, if applicable.
- 13.2.2. The Client acknowledges that for every Deliverable where the Client's approval is required of the Project Services completion timeline:
- 13.2.2.1. Reech will send the Client an initial email giving the Client a minimum of 72 working hours' notice to agree to the timeline of completion of the Project Services (unless it is an urgent request).
 - 13.2.2.2. If Reech does not receive a response from the Client to Reech's timeline notification email within the time specified in clause 13.2.2.1, Reech will send a reminder email to the Client about the Project Services timeline confirmation request and will remind the Client of the potential impact the delay on the Client's part to confirm its agreement to the Project Services timeline may have on the Deliverables and milestones.
 - 13.2.2.3. If the Client fails to respond to the reminder email from Reech within a week of Reech's initial email referred to in clause 13.2.2.1, the Reech marketing team will escalate the delay on part of the Client to the Client's delivery lead and Client lead for the Project Services and decide the effective date to put the relevant Project Services on hold depending on Reech's current priorities and capacity.



- 13.2.2.4. The Client's delivery lead will email with the new deadline date outlining that if Reech receives no response from the Client by the effective date set out in clause 13.2.2.3, the Project Services will go on hold, and there will be a Project Services on-hold fee which is a flat fee of 10% of the initial total value of the Project Services which will be chargeable to the Client (**On-hold Fee**).
- 13.2.2.5. Reech will send out a final timeline notification email to the Client and if the Client does not respond to Reech's final timeline notification email within one (1) working day of receiving this email, the Project Services will automatically go on hold and maybe rescheduled by Reech once the Project Services on-hold fee has been paid by the Client.
- 13.2.3. Reech will email the Client to confirm that the Project Services are put on hold and will outline next steps to reschedule the Project Services. The Client agrees to pay all remaining invoices for the Project Services and the Project Services on hold fee within 10 working days from the date of receipt of the final email from Reech informing the Client of the Project Services being put on hold as set out in this clause 13.2.3.
- 13.3. When Reech is providing Photography and Video Services, the Client acknowledges that it is the Client's obligation to ensure that any individuals contracted by either the Client or Reech to participate in photography or video shoots are required to sign up to image waiver forms (a template of which will be provided with the Scope of Work) as part of their agreement with the Client or Reech. Under the provisions of this image waiver form they authorise release of their images to be used solely for the purpose set out in their image waiver form and for no other purpose. Notwithstanding the foregoing provisions of this clause 13.3, and provided the individual subjects provide their consent in the image waiver form, Reech has the right to use all Licensed Material relating to the Photography and Video Service including photographs, words, pictures, images, videos, ideas, visuals and illustrations for Reech's promotion and marketing usage including on the Reech website, Reech's social media pages and in printed form.
- 13.4. The image waiver forms will include a clear acknowledgment from the individual that that by signing their image waiver and release form they grant Reech or the Client to use, reproduce, and distribute their photos in any medium. Only a parent or legal guardian of a minor under the age of 18 years is authorised to sign an image waiver form on behalf of the minor who will be participate in photography or video shoots. A template of an image waiver form for a minor is provided with the Scope of Work.
- 13.5. When Reech is providing website development Services, the Client agrees that it is its sole responsibility to:
 - 13.5.1. review, tracking and test the data collection in relation to the tracking information / reports supplied by Reech under the website development Services both on an initial build and on an ongoing basis and that Reech will not be liable to the Client. Reech is to be held in no way responsible for any such review, tracking or data collection testing activities in relation to the tracking code test the data collection supplied by Reech under the website development Services.
 - 13.5.2. to check and confirm to Reech at regular intervals that the Client is receiving enquiry and contact forms on its website accurately and to the correct Client email inboxes. Reech has no liability or obligation to the Client or for any losses suffered by the Client if any defects arise and the Client stops receiving enquiry and contact forms on its website correctly or to the correct Client email inboxes.
- 13.6. When Reech is providing website care Services it will take commercially reasonable efforts to ensure that the Client's websites and servers are updated and kept secure on a regular basis.

14. TERM AND TERMINATION

- 14.1. Subject to earlier termination in accordance with its terms, this Agreement shall commence on the Effective Date and:
 - 14.1.1. in respect of Retained Services, shall continue for the Initial Term. At the end of the Initial Term (and each Renewal Term thereafter), this Agreement will automatically renew for a further period of the same duration as the Initial Term each time (a "**Renewal Term**"), unless otherwise terminated by the Client by providing Reech with no less than three months' written notice prior to the end of the then current Initial Term or Renewal Term. Any notice served in accordance with this clause will take effect at the end of the then current Initial Term or Renewal Term. For the avoidance of doubt, any notice served by the Client in accordance with this clause shall take effect at the end of the Initial term or Renewal Term in which such notice is served; and
 - 14.1.2. in respect of Project Services, shall continue until the Project Services are completed in accordance with this Agreement. For the avoidance of doubt, should the Client wish to terminate any Project Services then they will remain liable to pay Reech in full for all Fees payable in respect of such Services.
- 14.2. Where the Client serves written notice to terminate the Agreement less than three months' prior to the ending of the applicable Initial Term or Renewal Term, then the Agreement will automatically renew for a further Renewal Term and the notice will take effect at the end of that further Renewal Term.
- 14.3. This Agreement may be terminated by Reech giving not less than thirty (30) days' notice in writing to the Client.
- 14.4. Either Party may terminate this Agreement at any time by giving notice in writing to the other Party if:
 - 14.4.1. the other Party commits a material breach of this Agreement, and such breach is not remediable;



- 14.4.2. the other Party commits a material breach of this Agreement which is not remedied within thirty (30) days of receiving written notice of such breach;
- 14.4.3. any consent, licence or authorisation held by the other Party is revoked or modified such that the other Party is no longer able to comply with its obligations under this Agreement or receive any benefit to which it is entitled.
- 14.5. Either Party may terminate this Agreement at any time by giving notice in writing to the other Party if that other Party:
 - 14.5.1. stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 14.5.2. is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting Party reasonably believes that to be the case;
 - 14.5.3. becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;
 - 14.5.4. becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 14.5.5. becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;
 - 14.5.6. becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;
 - 14.5.7. has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - 14.5.8. has a resolution passed for its winding up;
 - 14.5.9. has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - 14.5.10. is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven (7) days of that procedure being commenced;
 - 14.5.11. has a freezing order made against it;
 - 14.5.12. is subject to any events or circumstances analogous to those in clauses 14.5.1 to 14.5.11 in any jurisdiction; or
 - 14.5.13. takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 14.5.1 to 14.5.12 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
- 14.6. The right of a Party to terminate the Agreement pursuant to clause 14.5 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged Party agrees to adhere to this Agreement.
- 14.7. On termination of this Agreement for any reason:
 - 14.7.1. each Scope of Work and Order Form then in force shall continue in full force and effect in accordance with its terms;
 - 14.7.2. the Parties shall within ten (10) Business Days return any Confidential Information of the other Party then in its possession or control; and
 - 14.7.3. all accrued rights and liabilities of the Parties (including any rights in relation to breaches of contract) shall not be affected.
- 14.8. The following clauses of this Agreement shall survive termination, howsoever caused:
 - 14.8.1. clause 8 (Confidential Information);
 - 14.8.2. clause 12 (Limitation of Liability);
 - 14.8.3. clause 14.7 (consequence of termination);
 - 14.8.4. clause 24 (Dispute Resolution);
 - 14.8.5. clause 19 (Notices);
 - 14.8.6. clause 23 (Third Party Rights); and
 - 14.8.7. clauses 25 and 26 (Governing Law and Jurisdiction);
together with any other provision of this Agreement which expressly or by implication is intended to survive termination.



14.9. Termination assistance

- 14.9.1. At the Client's election and request Reech will provide Termination Assistance to the Client during a Termination Assistance Period. The provision of Termination Assistance shall be subject to other provisions of this Agreement.
- 14.9.2. The Termination Assistance Period in respect of any one termination or expiry of any Scope of Work and Order Form will not exceed a period of three (3) months in total. The Client may require that a Termination Assistance Period commences at any time before or after any termination or expiry of the relevant Scope of Work and Order Form (howsoever arising) provided that no Termination Assistance Period may extend beyond the date which is three (3) months after the date of expiry of the term of the Scope of Work and Order Form at the time the relevant Termination Assistance Period commenced.
- 14.9.3. The Client may be entitled to:
- 14.9.3.1. require the provision of Termination Assistance by notice in writing to Reech by serving a Termination Assistance Notice; and
 - 14.9.3.2. extend any Termination Assistance Period (and the time for the provision of Termination Assistance) by serving a further Termination Assistance Notice, provided that the total Termination Assistance Period will not exceed the period indicated in clause 14.9.2.
- 14.9.4. If Reech has commenced the provision of Termination Assistance pursuant to a Termination Assistance Notice, the Client may terminate the provision of any Termination Assistance (in whole or in part) by serving not less than 30 Business Days' notice on Reech (in which case the Fees shall be reduced accordingly). In all other circumstances, the Client may (without cost or penalty) elect in writing that on any termination or expiry of the Scope of Work and Order Form (in whole or in part) it will not require any Termination Assistance Period (or related Termination Assistance).
- 14.9.5. Reech shall charge a Fee for Termination Assistance activities by Reech as agreed between the Parties pursuant to the terms of this Agreement.

14.10. Photography and Video Services cancellation

- 14.10.1. Reech may cancel the Photography and Video Services for any reason (including for Force Majeure or any other reasons as set out in the Agreement) by giving notice in writing (which for the avoidance of doubt includes email) to the Client at any time.
- 14.10.2. Reech shall not be deemed in breach of the Agreement or otherwise liable to the Client for any cancellation of the Photography and Video Services.
- 14.10.3. If Reech cancels the Photography and Video Services:
- 14.10.3.1. the Agreement shall terminate immediately on notice to the Client; and
 - 14.10.3.2. Reech shall refund (or cancel) any part of the Photography and Video Services Fee already paid (or payable) by the Client (less a proportionate amount to reflect any Photography and Video Services already provided to the Client, as applicable, which shall remain payable).
- 14.10.4. The Client agrees that any refund (or cancellation) of the Photography and Video Services Fee provided under clause 14.10.3.2 above shall be the Client's sole and exclusive right and remedy in connection with the circumstances relating to such refund (or cancellation).
- 14.10.5. The Client may cancel the Photography and Video Services for any reason provided that notice in writing is received by Reech on or before the Cancellation Date and subject to payment by the Client of the applicable Cancellation Fee.
- 14.10.6. If the Client cancels the Photography and Video Services pursuant to clause 14.10.5, the Agreement shall terminate immediately on receipt of the cancellation notice by Reech.
- 14.10.7. If the Client cancels the Photography and Video Services after the Cancellation Date:
- 14.10.7.1. for any reason except adverse weather conditions beyond the Client's reasonable control which may result in Reech being prevented or delayed the provision of Photography and Video Services; and
 - 14.10.7.2. provided it is not practicable for Reech to conduct alternate photography and video services at an indoor location, the Client will be in breach of the Agreement, which shall terminate immediately on receipt of cancellation notice by Reech and the Client will be liable to Reech for the applicable Cancellation Fee and other damages Reech suffer as a result of the cancellation of Photography and Video Services by the Client.

15. NON-SOLICITATION AND EMPLOYMENT

The Client shall not, without the prior written consent of Reech, at any time from the Term to the expiry of twelve (12) months after termination of this Agreement and whether directly or indirectly or through any third party, solicit or entice away from Reech or employ or attempt to employ any person who is, or has been, engaged as Reech Personnel.



16. FORCE MAJEURE

- 16.1. Reech shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that Reech:
 - 16.1.1. promptly notifies the Client of the Force Majeure event and its expected duration; and
 - 16.1.2. uses reasonable endeavours to minimise the effects of that event.
- 16.2. If, due to Force Majeure, Reech is delayed in or prevented from performing its obligations for a continuous period of more than 30 Business Days, the Client may terminate this Agreement on not less than four weeks' written notice.

17. ASSIGNMENT AND SUB-CONTRACTING

- 17.1. The Client may not assign, sub-contract or encumber any right or obligation under this Agreement, in whole or in part, without Reech's prior written consent.
- 17.2. Reech may delegate, sub-contract its services herein or work with consultants any obligation provided Reech shall be liable for all acts or omissions on the part of its sub-contractors as though they were Reech's acts and omissions.
- 17.3. Reech may perform any of its obligations and exercise any of its rights granted under this Agreement through any Affiliate and/or any sub-contracting entity that it chooses from time to time.

18. REFERRALS AND PARTNERSHIPS

- 18.1. From time to time, as an official Sky Adsmart partner, Reech may recommend and provide Sky Adsmart campaign services to the Client, including creating and producing the campaign, audience profiling and targeting, budgeting, target impressions and estimated reach as set out in the Order Form and Scope of Work (the "**Sky Adsmart Services**").
- 18.2. The Client acknowledges that in recommending and providing Sky Adsmart campaigns to the Client Reech can only recommend and confirm an agreed advertising spend and provide an estimated reach and estimated target impressions. The Client further acknowledges that Reech will not be held responsible for the impact of the Sky Adsmart Services campaign and the exact measured statistics and that the Sky Adsmart campaign proposal submitted by Reech will provide estimated numbers only.
- 18.3. The Client acknowledges and agrees that when Reech resells or recommends services or products from its third-party partners, which may include but is not limited to Sky Adsmart, the Client is entering into a separate contractual relationship with the third-party provider. The Client is bound by the terms and conditions of the third-party provider, and it is the Client's responsibility to review and understand those terms. Reech shall not be held liable for any issues, disputes, or non performance related to the third-party services or products. Reech's role is limited to facilitating the introduction or recommendation, and it does not guarantee the quality, suitability, or deliverability of the third-party services or products.
- 18.4. Reech confirms that through its partnership with ClearCast it will take commercially reasonable measures to create ads for the Client as part of the Marketing Services that adhere to and comply to the relevant laws and regulations relating to advertising in the UK.

19. NOTICES

- 19.1. Any notice given by a Party under this Agreement shall be in writing and in English; and shall be given by sending the same by email (if to the Client, to the Client contact specified on the Order Form of this Agreement, or such other email address as the Client may notify to Reech in writing from time to time during the Term; if to Reech, to clients@reech.agency or such other email address as Reech may notify to the Client in writing from time to time during the Term).
- 19.2. Notices by email are deemed received on the same day (if sent before 17:00) and with a valid read receipt that is successfully returned to the sender. If a return read receipt is not received by the sender, the email shall not be deemed to be received.
- 19.3. This clause does not apply to notices given in legal proceedings or arbitration.

20. GENERAL

- 20.1. The Client shall at the request of Reech, and at the cost of Reech, do all acts and execute all documents which are necessary to give full effect to this Agreement.
- 20.2. Subject to clause 20.9 in respect of these Terms and Conditions, no variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each Party.
- 20.3. The Client shall pay all sums that it owes to Reech under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.
- 20.4. The Parties are independent businesses and are not partners, principal and agent or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the Parties shall have, nor shall represent that they have, any authority to make any commitments on the other Party's behalf.



- 20.5. The Client recognises that any breach or threatened breach of this Agreement may cause Reech irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to Reech, the Client acknowledges and agrees that Reech is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.
- 20.6. If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.
- 20.7. No failure, delay or omission by either Party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 20.8. This Agreement constitutes the entire agreement and understanding between the Parties relating to the matters contemplated by it and supersedes all previous agreements, arrangements and understandings (if any and whether in writing or not) between the Parties in relation to such matters.
- 20.9. Reech reserves the right to amend these Terms and Conditions at any time on giving 14 days' written notice (**Notice Period**) in accordance with clause 19. Any amendments will be effective on the expiry of the Notice Period. It is the Client's responsibility to review any changes to these Terms and Conditions. The Client's continued use of the Services following the expiry of the Notice Period will be deemed to constitute the Client's acceptance of the revised Terms and Conditions.

21. COMPLIANCE WITH LAW

Each Party shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to them and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform their obligations under or in connection with this Agreement.

22. COSTS AND EXPENSES

Each Party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of this Agreement (and any documents referred to in it).

23. THIRD PARTY RIGHTS

A person who is not a Party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement.

24. DISPUTE RESOLUTION

- 24.1. Any dispute arising between the Parties out of or in connection with this Agreement shall be dealt with in accordance with the provisions of this clause 24.
- 24.2. The dispute resolution process may be initiated at any time by either Party serving a notice in writing on the other Party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.
- 24.3. The Parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:
- 24.3.1. within seven (7) days of service of the notice, the account managers of the Parties shall meet to discuss the dispute and attempt to resolve it; and
- 24.3.2. if the dispute has not been resolved within seven (7) days of the first meeting of the account managers, then the matter shall be referred to the board of directors of the Parties (or persons of equivalent seniority). The directors (or equivalent) shall meet within seven (7) days to discuss the dispute and attempt to resolve it.
- 24.4. If the dispute has not been resolved within fourteen (14) days of the first meeting of the directors of both Parties (or equivalent) under clause 24.3.2 then the matter may be referred to mediation in accordance with the London Court of International Arbitration Mediation Rules.
- 24.5. Until the Parties have completed the steps referred to in clause 24.3, and have failed to resolve the dispute, neither Party shall commence formal legal proceedings or arbitration except that either Party may at any time seek urgent interim relief from the courts or emergency arbitrator relief.

25. GOVERNING LAW

This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

26. JURISDICTION

The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).





t. 01743 296 700 | e. hello@reech.agency | w. reech.agency