

THOUGHT COLLECTIVE LIMITED (THE COMPANY/ TC)  
GENERAL CONTRACT TERMS (GCTs)

**1 INTERPRETATION**

- 1.1 The following words and expressions in these general terms of contract shall have the meaning appearing opposite them:
- i. Client's Equipment: Any equipment, systems, cabling or facilities provided by the Client and used directly or indirectly in the supply of the Services.
  - ii. Client's Manager: The Client's manager for the Project or the Services, appointed in accordance with [clause 5.1](#).
  - iii. Deliverables: All Documents, products and materials developed by TC or its agents, subcontractors, consultants and employees in relation to the Project Plan or the Services in any form, including web sites, computer programs, data, reports and specifications (including drafts) or other deliverables as specified in the Project Plan.
  - iv. Document: Includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.
  - v. In-put Material: All Documents, information and materials provided by the Client relating to the Services or the Project, including computer programs, data, reports and specifications or the in-put materials specified in the Project Plan.
  - vi. Intellectual Property Rights: All patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
  - vii. Pre-existing Materials: All Documents, information and materials provided by TC relating to the Services which existed prior to the commencement of this agreement, including TC's 'CMS' content management system, other computer programs, data, reports and specifications.
  - viii. Project: The project as described in the Project Plan.
  - ix. Project Milestone: A date by which a part of the Project is estimated to be completed, as set out in the Project Plan.
  - x. Project Plan: The detailed plan describing the Project and setting out the estimated timetable (including Project Milestones) and responsibilities for the provision of the Services agreed in accordance with [clause 3](#).
  - xi. Services: The services to be provided by TC under this agreement as set out in [Schedule 1](#) or the Project Plan.
  - xii. TC's Equipment: Any equipment, including tools, systems, cabling or facilities, provided by TC or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Client.
  - xiii. TC's Manager: TC's manager for the Services or the Project appointed under [clause 4.3](#).
  - xiv. VAT: Value added tax chargeable under UK law for the time being and any similar additional tax.
- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 Where the words include(s), including or in particular are used in this agreement, they are deemed to have the words without limitation following them. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them. Any obligation in this agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 1.5 References to clauses and schedules are to the clauses and schedules of this agreement.
- 1.6 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules
- 1.7 The definitions and rules of interpretation in this clause apply in this agreement.
- 1.8 Words in the singular shall include the plural and vice versa.
- 1.9 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.10 A reference to writing or written includes faxes and e-mail.

**2 COMMENCEMENT & DURATION**

- 2.1 TC shall provide the Services to the Client on the terms and conditions of this agreement.
- 2.2 TC shall provide the Services to the Client from the date specified in the Project Plan.
- 2.3 The Services supplied under this agreement shall continue to be supplied until the Project is completed in accordance with the Project Plan and, after that, shall continue to be supplied unless this agreement is terminated by one of the parties giving to the other not less than 1 month's notice, unless this agreement is otherwise terminated in accordance with [clause 12](#).

**3 PROJECT PLAN**

- 3.1 For Services requiring a Project Plan (including but limited to assignments for web-site development) the Project Plan shall be agreed in the following manner:
- 3.1.1 In consultation with TC the Client shall set out the requirements and specifications of the Services requested from TC, including a description of what work is to be done, dates by which it is to be started and finished, Deliverables, In-put Materials and such other information as TC may request, to allow TC to prepare a draft Project Plan;
  - 3.1.2 TC shall, as soon as reasonably practicable, provide the Client with a draft Project Plan; and
  - 3.1.3 TC and the Client shall discuss and agree the draft Project Plan and when it has been agreed, they shall both sign a copy of it and it shall become [Schedule 2](#) to this agreement and subject to it.
- 3.2 TC shall charge for the preparation of the Project Plan on a time basis in accordance with [clause 3.1](#). Once the Project Plan has been agreed and signed in accordance with [clause 3.1](#), no amendment shall be made to it except in accordance with [clause 6](#) and [clause 14](#).



**4 TC'S OBLIGATIONS**

- 4.1 TC shall use reasonable endeavours to provide the Services, and to deliver the Deliverables to the Client, in accordance with [Schedule 1](#) or the Project Plan in all material respects.
- 4.2 TC shall use reasonable endeavours to meet any performance dates or Project Milestones specified in [Schedule 1](#) or the Project Plan, but any such dates shall be estimates only and time for performance by TC shall not be of the essence in this agreement.
- 4.3 TC shall appoint the TC Manager. This person shall have authority to contractually bind TC on all matters relating to the Services or Project. TC shall use reasonable endeavours to ensure that the same person acts as TC's Manager throughout the term of this agreement or Project, but may replace him from time to time where reasonably necessary in the interests of TC's business.
- 4.4 TC shall use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Client's premises and communicated to it under [clause 5.1.5](#), provided that it shall not be liable under this agreement if, as a result of such observation, it is in breach of any of its obligations under this agreement.

**5 CLIENT'S OBLIGATIONS**

The Client shall:

- 5.1 Co-operate with TC in all matters relating to the Services or Project and appoint the Client's Manager in relation to the Services or the Project, who shall have the authority contractually to bind the Client on matters relating to the Services or that Project.
- 5.2 Provide, for TC, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client's premises, office accommodation, data and other facilities as reasonably required by TC.
- 5.3 Provide, in a timely manner, such In-put Material and other information as TC may reasonably require, and ensure that it is accurate in all material respects.
- 5.4 If TC's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, TC shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.
- 5.5 The Client shall be liable to pay to TC, on demand, all reasonable costs, charges or losses sustained or incurred by TC (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this agreement, subject to TC confirming such costs, charges and losses to the Client in writing.
- 5.6 The Client shall not, at any time from the date of this agreement to the expiry of 6 months after the completion of the Project solicit or entice away from TC or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor] of TC in the provision of the Services.

**6 CHANGE CONTROL**

- 6.1 The Client's Manager and TC's Manager shall meet from time to time to discuss matters relating to the Services or the Project. If either party wishes to change the scope or execution of the Services or the Project, it shall submit details of the requested change to the other in writing.
- 6.2 If either party requests a change to the scope or execution of the Services or the Project, TC shall, within a reasonable time, provide a written estimate to the Client of:
- 6.2.1 The likely time required to implement the change.
- 6.2.2 Any necessary variations to TC's charges arising from the change.
- 6.2.3 The likely effect of the change on the Project Plan; and
- 6.2.4 Any other impact of the change on this agreement.
- 6.3 If the Client wishes TC to proceed with the change, TC has no obligation to do so unless and until the parties have agreed the necessary variations to its charges, the Services, the relevant Project Plan (if any) and any other relevant terms of this agreement to take account of the change and this agreement has been varied in accordance with [clause 14](#).
- 6.4 TC may charge for the time it spends assessing a request for change from the Client on a time basis in accordance with [clause 7](#).

**7 CHARGES & PAYMENT**

- 7.1 In consideration of the provision of the Services by TC, the Client shall pay the charges as set out in [Schedule 3](#) which shall specify whether they shall be on a time basis, a fixed price basis or a combination of both. [Clause 7.2](#) shall apply if TC provides Services on a time basis and [clause 7.3](#) shall apply if TC provides Services for a fixed price. The remainder of this [clause 7](#) shall apply in either case.
- 7.2 Where Services are provided on a time basis:
- 7.2.1 The charges payable for the Services shall be calculated in accordance with TC's standard hourly fee rates, in accordance with [clause 7.5](#).
- 7.2.2 TC's standard hourly fee rates for each individual person are calculated on the basis of an eight-hour day, worked between 9.00 am and 5.00 pm on weekdays (excluding public holidays).
- 7.2.3 TC shall be entitled to charge an overtime rate of 100% of the normal hourly fee rate on a pro-rata basis for any time worked by individuals whom it engages on the Project or Services outside the hours referred to in [clause 7.2.2](#).
- 7.2.4 All charges quoted to the Client shall be exclusive of VAT, which TC shall add to its invoices at the appropriate rate.
- 7.2.5 TC may invoice the Client monthly in arrears for its charges for time, expenses and materials (together with VAT where appropriate) for the month concerned, calculated as provided in this [clause 7.2](#) and [clause 7.4](#).
- 7.3 Where Services are provided for a fixed price, the total price for the Services shall be the amount set out in [Part 1](#) of [Schedule 3](#) or the Project Plan, as amended from time to time in accordance with [clause 7.5](#). The Client shall pay the total price to TC (without deduction or set-off) in instalments, as set out in [Part 2](#) of [Schedule 3](#) or the Project Plan; or on TC achieving the corresponding Project Milestone. On achieving a Project Milestone or at the end of a period specified in [Part 2](#) of [Schedule 3](#) or the Project Plan in respect of which an instalment is due, TC shall invoice the Client for the charges that are then payable, together with expenses, the costs of materials and VAT, where appropriate, calculated as provided in [clause 7.4](#).
- 7.4 Any fixed price and hourly rate contained in [Part 1](#) of [Schedule 3](#) or the Project Plan excludes:



- 7.4.1 The cost of hotel, subsistence, travel and any other ancillary expenses reasonably incurred by the individuals whom TC engages in connection with the Services or the Project, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by TC for the supply of the Services. Such expenses, materials and third party services shall be invoiced by TC at cost; and
- 7.4.2 VAT, which TC shall add to its invoices at the appropriate rate.
- 7.5 The parties agree that TC may review and increase its standard hourly fee rates or the charges set out in [Schedule 3](#) or the Project Plan, provided that such charges cannot be increased more than once in any 12 month period. TC shall give the Client written notice of any such increase 1 month before the proposed date of that increase. If such increase is not acceptable to the Client, it may, within 1 month of such notice being received or deemed to have been received in accordance with [clause 21](#), terminate the agreement by giving 2 months' written notice to TC.
- 7.6 The Client shall pay each invoice submitted to it by TC, in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by TC, or as otherwise agreed by the parties.
- 7.7 Without prejudice to any other right or remedy that it may have, if the Client fails to pay TC on the due date, TC may:
- 7.7.1 Charge interest on such sum from the due date for payment at the annual rate of 5% above the base lending rate from time to time of The Co-operative Bank PLC P.O. Box 101, 1 Balloon Street, Manchester, M60 4EP, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and TC may claim interest under the [Late Payment of Commercial Debts \(Interest\) Act 1998](#) and the Client shall pay the interest immediately on demand; and
- 7.7.2 Suspend all Services until payment has been made in full.
- 7.8 Time for payment shall be of the essence in this agreement.
- 7.9 All sums payable to TC under this agreement shall become due immediately on its termination, despite any other provision. This [clause 7.9](#) is without prejudice to any right to claim for interest under the law, or any such right under this agreement.
- 7.10 TC may, without prejudice to any other rights it may have, set off any liability of the Client to TC against any liability of TC to the Client.

## 8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 As between the Client and TC, all Intellectual Property Rights and all other rights in the Deliverables and the Pre-existing Materials shall be owned by TC. Subject to [clause 8.2](#), TC licenses all such rights to the Client free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Client to make reasonable use of the Deliverables and the Services. If TC terminates this agreement under [clause 12.2](#) or this agreement is terminated in any way whatsoever, this licence will automatically terminate.
- 8.2 The Client acknowledges that, where TC does not own any of the Pre-existing Materials, the Client's use of rights in Pre-existing Materials is conditional on TC obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle TC to license such rights to the Client. The Client also specifically acknowledges that TC retains all proprietary rights to its 'CMS' content management system (the system) and that on termination of this agreement for any reason whatsoever access to the system will be withdrawn.

## 9 CONFIDENTIALITY & TC'S PROPERTY

- 9.1 The Client shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Client by TC, its employees, agents, consultants or subcontractors and any other confidential information concerning TC's business or its products which the Client may obtain.
- 9.2 The Client may disclose such information:
- 9.2.1 To its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Client's obligations under this agreement; and
- 9.2.2 As may be required by law, court order or any governmental or regulatory authority.
- 9.3 The Client shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this [clause 9](#).
- 9.4 The Client shall not use any such information for any purpose other than to perform its obligations under this agreement.
- 9.5 All materials, equipment and tools, drawings, specifications and data supplied by TC to the Client (including Pre-existing Materials and TC's Equipment) shall, at all times, be and remain the exclusive property of TC, but shall be held by the Client in safe custody at its own risk and maintained and kept in good condition by the Client until returned to TC, and shall not be disposed of or used other than in accordance with TC's written instructions or authorisation.

## 10 LIMITATION OF LIABILITY

- 10.1 This [clause 10](#) sets out the entire financial liability of TC (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Client in respect of:
- 10.1.1 Any breach of this agreement.
- 10.1.2 Any use made by the Client of the Services, the Deliverables or any part of them.
- 10.1.3 Any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
- 10.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.
- 10.3 Nothing in this agreement limits or excludes the liability of TC:
- 10.3.1 For death or personal injury resulting from negligence.
- 10.3.2 For any damage or liability incurred as a result of fraud or fraudulent misrepresentation by TC; or
- 10.3.3 For any liability incurred by the Client as a result of any breach by TC of the clause as to title or the warranty as to quiet possession implied by [section 2 of the Supply of Goods and Services Act 1982](#).
- 10.4 Subject to [clause 10.2](#) and [clause 10.3](#):
- 10.4.1 TC shall not be liable for loss of profits; loss of business; depletion of goodwill and/or similar losses; loss of anticipated savings; loss of goods; loss of contract or of use; loss or corruption of data or information; any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 10.4.2 TC's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall be limited to the price paid for the Services or the Project.



**11 DATA PROTECTION**

The Client acknowledges and agrees that details of the Client's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of TC in connection with the Services.

**12 TERMINATION**

- 12.1 Subject to [clause 12.4](#) and [clause 12.5](#), this agreement shall terminate automatically on completion of the Project in accordance with the Project Plan or the Services.
- 12.2 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this agreement without liability to the other on giving the other not less than 1 months' written notice, or immediately on giving notice to the other if:
- 12.2.1 the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; or
  - 12.2.2 the other party commits a breach of any of the material terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
  - 12.2.3 the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement; or
  - 12.2.4 the other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of the [Insolvency \(NI\) Order 1986](#) or, being a natural person, is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of the [Insolvency \(NI\) Order 1986](#) or (being a partnership) has any partner to whom any of the foregoing apply; or
  - 12.2.5 the other party commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction of that other party; or
  - 12.2.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction of that other party; or
  - 12.2.7 an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other party; or
  - 12.2.8 a floating charge holder over the assets of that other party has become entitled to appoint, or has appointed, an administrative receiver; or
  - 12.2.9 a person becomes entitled to appoint a receiver over the assets of the other party, or a receiver is appointed over the assets of the other party; or
  - 12.2.10 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
  - 12.2.11 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in [clause 12.2.4](#) to [clause 12.2.10](#) (inclusive); or
  - 12.2.12 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
  - 12.2.13 there is a change of control of the other party.



- 12.3 The parties acknowledge and agree that any breach of [clauses 5 6 7 8 9](#) and [10](#) shall constitute a material breach for the purposes of this [clause 12](#).
- 12.4 On termination of this agreement for any reason:
- 12.4.1 The Client shall immediately pay to TC all of TC's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, TC may submit an invoice, which shall be payable immediately on receipt;
- 12.4.2 The Client shall, within a reasonable time, return all of TC's Equipment, Pre-existing Materials and Deliverables. If the Client fails to do so, and if applicable, then TC may enter the Client's premises and take possession of them. Until they have been returned or repossessed, the Client shall be solely responsible for their safe keeping; and
- 12.4.3 The accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.
- 12.4.4 On termination of this agreement (howsoever arising) the following clauses shall survive and continue in full force and effect: [clauses 8; 9; 10; 12](#); and [23](#).

### 13 FORCE MAJEURE

A party, provided that it has complied with the provisions of [clause 13.2](#), shall not be in breach of this agreement, nor liable for any failure or delay in performance of any obligations under this agreement (and, subject to [clause 13.3](#), the time for performance of the obligations shall be extended accordingly) arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (the Force Majeure Event), including but not limited to any of the following: acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster; war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; terrorist attack, civil war, civil commotion or riots; nuclear, chemical or biological contamination or sonic boom; voluntary or mandatory compliance with any law (including a failure to grant any licence or consent needed or any change in the law or interpretation of the law); fire, explosion or accidental damage; loss at sea; adverse weather conditions; collapse of building structures, failure of plant machinery, machinery, computers or vehicles; any labour dispute, including but not limited to strikes, industrial action or lockouts; non-performance by TCs or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and, interruption or failure of utility service, including but not limited to electric power, gas or water.

- 13.1 The corresponding obligations of the other party will be suspended to the same extent.
- 13.2 Any party that is subject to a Force Majeure Event shall not be in breach of this agreement provided that:
- 13.2.1 It promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance.

- 13.2.2 It could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
- 13.2.3 It has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.
- 13.3 If the Force Majeure Event prevails for a continuous period of more than 3 months, either party may terminate this agreement by giving 30 days' written notice to the other party. On the expiry of this notice period, this agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this agreement occurring prior to such termination.

### 14 VARIATION

Subject to [clause 3](#) and [clause 6](#), no variation of this agreement, or of any of the documents referred to in it, shall be valid unless it is in writing and signed by or on behalf of each of the parties.

### 15 WAIVER

- 15.1 Failure to exercise, or any delay in exercising, any right or remedy provided under this agreement or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.
- 15.2 No single or partial exercise of any right or remedy provided under this agreement or by law shall preclude or restrict the further exercise of any such right or remedy.
- 15.3 A waiver (which may be given subject to conditions) of any right or remedy provided under this agreement or by law shall only be effective if it is in writing and shall apply only to the party to whom it is addressed and for the specific circumstances for which it is given. It shall not prevent the party who has given the waiver from subsequently relying on the right or remedy in other circumstances.
- 15.4 A party that waives a right or remedy provided under this agreement or by law in relation to another party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.
- 15.5 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.



**16 SEVERANCE**

- 16.1 If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 16.2 If a provision of this agreement (or part of any provision) is found to be illegal, invalid or unenforceable, that provision shall apply with the minimum modification necessary to make it legal, valid and enforceable or the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

**17 ENTIRE AGREEMENT**

- 17.1 This agreement and any documents referred to in it or annexed to it constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of this agreement.
- 17.2 Each party acknowledges that, in entering into this agreement and the documents referred to in it or annexed to it, it does not rely on any statement, representation, assurance or warranty (Representation) of any person (whether a party to this agreement or not) other than as expressly set out in this agreement or those documents. Each party agrees that the only remedies available to it arising out of or in connection with a Representation shall be for breach of contract as expressly provided in this agreement.
- 17.3 Nothing in this clause shall limit or exclude any liability for fraud.

**18 NO ASSIGNMENT**

- 18.1 The Client shall not, without the prior written consent of TC, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 18.2 TC may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 18.3 Each party that has rights under this agreement is acting on its own behalf and not for the benefit of another person.

**19 NO PARTNERSHIP OR AGENCY**

Nothing in this agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

**20 RIGHTS OF THIRD PARTY**

A person who is not a party to this agreement shall not have any rights under or in connection with it.

**21 NOTICES**

- 21.1 A notice or other communication given to a party under or in connection with this agreement may, by prior consent between the parties, be despatched by email per [clause 21.2](#), failing which the notice communication:

- 21.1.1 Shall be in writing; shall be signed by or on behalf of the party giving it; shall be sent for the attention of the person, at the address or fax number specified in this clause (or to such other address, fax number or person as that party may notify to the other, in accordance with the provisions of this clause); and
- 21.1.2 Shall be delivered personally; or, sent by commercial courier; or, sent by fax; or by pre-paid first-class post or recorded delivery; or, sent by airmail requiring signature on delivery.

- 21.2 The addresses for service of a notice or other communication are as follows:

**21.2.1**

TC : Unit B1.10 Portview, 310 Newtownards Road, Belfast, BT4 1HE	
For the attention of :	Sam Bell
Email :	<a href="mailto:sam@thoughtcollective.com">sam@thoughtcollective.com</a>

**21.2.2**

CLIENT :	
For the attention of :	
Email :	

- 21.3 If a notice or other communication has been properly sent or delivered in accordance with this clause, it will be deemed to have been received as follows: if delivered personally, at the time of delivery; or, if delivered by commercial courier, at the time of signature of the courier's receipt; or, if sent by fax, at the time of transmission; or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the 2<sup>nd</sup> Business Day after posting; or, if sent by airmail, 5 days from the date of posting.

- 21.4 For the purposes of this clause: all times are to be read as local time in the place of deemed receipt; and if deemed receipt under this clause is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice or other communication is deemed to have been received when business next starts in the place of receipt.

- 21.5 To prove delivery, it is sufficient to prove that:

- 21.5.1 If sent by fax, the notice or other communication was transmitted by fax to the fax number of the party; or
- 21.5.2 If sent by pre-paid first class post, the envelope containing the notice or other communication was properly addressed and posted.



## **22 DISPUTE RESOLUTION**

- 22.1 If any dispute arises in connection with this agreement, TC's Manager and the Client's Manager shall, within 30 days of a written request from one party to the other, meet in good faith effort to resolve the dispute.
- 22.2 If the dispute is not resolved at that meeting, the parties may (but shall not be obliged to attempt to) settle it by mediation (with reference to a current model mediation procedure in use between commercial parties). Unless otherwise agreed between the parties, the mediator will be nominated by agreement between the Parties' respective legal advisors. To initiate the mediation, one party must give notice in writing (the ADR notice) to the other party, requesting mediation. A copy of the request should be sent to the other party's legal advisor. The mediation will start not later than 30 days after the date of the ADR notice.
- 22.3 Commencement of mediation will not prevent the parties commencing or continuing court proceedings.

## **23 GOVERNING LAW AND JURISDICTION**

- 23.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of Northern Ireland.
- 23.2 The parties irrevocably agree that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.



SCHEDULE 1

THE SERVICES .....

SCHEDULE 2

THE PROJECT PLAN (as agreed in accordance with [Clause 3](#) of GTC's, including agreed milestones) .....

SCHEDULE 3

PRICING .....