



1st December 2023

{VERSION 1.5}

# Terms and Conditions for Supply of Website Hosting

## Services

These terms and conditions set out the basis on which we will provide our services to you and your attention is particularly drawn to the provisions of clause 8 which limit our liability to you in certain circumstances.

## 1. Interpretation

### 1.1 Definitions

**Acceptable Use Policy:** any Acceptable Use Policy that may from time to time be published by the Platform Operator and notified by 25-28 Limited to the Client which is applicable to operators of websites that are hosted using the Platform;

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

**25-28 Limited:** 25-28 Limited, trading as “Cast From Clay” and “Re://Build”, a company registered under number 10385315 in England and Wales with its registered office at Office 122 Edinburgh House, 170 Kennington Lane, London SE11 5DP.

**Client:** the person, company or firm who purchases Services from 25-28 Limited;

**Conditions:** these terms and conditions as may be amended from time to time in accordance with clause 11.5;

**Contract:** the contract between 25-28 Limited and the Client for the supply of Services in accordance with these Conditions;

**Contract Period:** has the meaning set out in clause 9.1;

**castfromclay.co.uk**

Cast From Clay is the trading name of 25-28 Limited  
Company number: 10385315 (England & Wales)

Registered office: Office 122 Edinburgh House  
170 Kennington Lane, London SE11 5DP

**Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** shall have the meanings as defined in the Data Protection Legislation;

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

**Effective Date:** means the date on which 25-28 Limited begins providing the Services to the Client;

**Heightened Cybersecurity Requirements:** any laws, regulations, codes, guidance from regulatory and advisory bodies (whether mandatory or not), international and national standards, and sanctions, which are applicable to the Client relating to security of network and information systems and security breach and incident reporting requirements, which may include the Cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Network and Information systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time;

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**Materials:** all content provided to 25-28 Limited by the Client or which has been approved by the Client for incorporation in the Site including all texts, images, photographs, designs, artworks and trade names;

**Platform:** the third party website content management system used by 25-28 Limited in providing the Services as detailed in the Proposal or otherwise notified by 25-28 Limited to the Client in writing;

**Platform Operator:** the person or entity that from time to time supplies the Platform to 25-28 Limited;

**Price or Pricing:** the charges payable by the Client for the supply of the Services as provided for in the Proposal or otherwise agreed in writing by the Client excluding any Third Party Costs;

**Proposal:** the document issued by 25-28 Limited to the Client which sets out the Services;

**Services:** the provision of hosting and related services using the Platform to be provided by 25-28 Limited under the Contract and as more particularly described in the Proposal;

**Site:** the website referred to in the Proposal to be hosted by 25-28 Limited under the Contract;

**Site Software:** any software for the Site that has been commissioned by the Client and which is specified in the Proposal

**Site Specification:** any specification provided for the Site in the Proposal or otherwise that is agreed in writing with the Client;

**Third Party Costs:** all third party costs and expenses incurred by 25-28 Limited in providing the Services and which are to be borne by the Client as provided for in the Proposal or otherwise agreed by the Client including any licence fees payable to the Platform Operator for the use of the Platform or for any third party software or service;

**Visitor:** a visitor to the Site; and

**Vulnerability:** a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

## 1.2 Interpretation

- A. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- B. Any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- C. A reference to writing or written includes email.

### **1.3 Governing Law**

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

### **1.4 Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

## **2. Basis of Contract**

**2.1** These Conditions together with the Proposal constitute the contract between the Client and 25-28 Limited for the provision of the Services.

**2.2** The Proposal and these Conditions shall be deemed to be accepted when the Client either confirms its acceptance of the Proposal in writing (including by way of email) or pays any advance or initial payment required under the Proposal at which point and on which date the Contract shall come into existence.

**2.3** Any samples, drawings, descriptive matter or advertising issued by 25-28 Limited, and any descriptions or illustrations contained in the Proposal or in 25-28 Limited's catalogues or brochures or on its website, are issued or published for the sole purpose of giving an approximate idea of the services described in them as provided by 25-28 Limited. They shall not form part of the Contract or have any contractual force.

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

**2.5** Any quotation given by 25-28 Limited including in the Proposal is only valid for a period of 20 Business Days from its date of issue (or period as otherwise provided in the Proposal) and accordingly shall not be capable of acceptance by the Client after the end of that period.

### 3. Supply of Services

**3.1** Subject to 25-28 Limited receiving a copy of any Site Software and Materials that are required to be supplied to it under the Proposal, 25-28 Limited shall provide the Services in accordance with the Contract with effect from the Effective Date.

**3.2** 25-28 Limited shall perform the Services with reasonable skill and care.

**3.3** 25-28 Limited does not warrant that:

- A. the Client's use of the Services or the Site will be uninterrupted or error-free; or
- B. the Services or the Site will be free from Vulnerabilities; or
- C. the Services or the Site will comply with any Heightened Cybersecurity Requirements,
- D. and 25-28 Limited gives no representation or warranty as to the future performance of the Site and 25-28 Limited does not guarantee complete and/or continued compatibility of the Site with any browser, platform or device including as a consequence of future updates and upgrades by their respective vendors nor does 25-28 Limited guarantee compatibility for old or redundant browser software or devices.

**3.4** The Client agrees that 25-28 Limited is not liable for any bugs, performance issues or failure of the Platform or any other open-source content management system ("Third Party Software") which is open-source software distributed under the General Public Licence and is maintained and developed by a community of users and developers. If there are any such bugs or performance issues or failures in the Platform or any Third Party Software then 25-28 Limited will refer such matter to the Platform Operator or the relevant development community for such Third Party Software but shall not have any other liability or responsibility for any such matters.

**3.5** If any changes to the Site that are required or made by the Client (or any third party on behalf of the Client) result in any functionality errors and 25-28 Limited is asked to rectify such errors then additional charges shall be payable for such work in accordance with clause 5.4.

**3.6** 25-28 Limited shall have the right to make any changes to the Services which are necessary to comply with any applicable law or which do not materially affect the nature or quality of the Services or which are necessary to reflect any change to the Platform.

**3.7** The Contract sets out the full extent of 25-28 Limited's obligations and liabilities in respect of the supply of the Services. All conditions, warranties or other terms

concerning the Services which might otherwise be implied into the Contract or any collateral contract (whether by statute or otherwise) are hereby expressly excluded to the fullest extent permissible in law.

## 4. Client Responsibilities

### 4.1 The Client shall:

- A. comply and ensure that all of its staff comply with the Acceptable Use Policy to the extent applicable to use of the Site;
- B. co-operate with 25-28 Limited and provide access to appropriate staff of the Client in all matters relating to the Services to the extent reasonably required by 25-28 Limited in order for it to provide the Services;
- C. provide 25-28 Limited with the Materials in a timely manner and in such format as 25-28 Limited may reasonably require in order to supply the Services and ensure that all information provided by the Client to 25-28 Limited is accurate in all material respects;
- D. ensure that all instructions provided by the Client to 25-28 Limited in connection with the Services are clear and accurate;
- E. obtain and maintain all necessary licences, permissions and consents which may be required for the operation of the Site and ensure that the Site at all times complies with all relevant legislation;
- F. review 25-28 Limited's work and provide feedback and sign-off in a timely manner and within any time periods set out in the Proposal or agreed in writing with 25-28 Limited;
- G. make payment to 25-28 Limited of all amounts payable to it under the Contract, including on account of the Price and any Third Party Costs, such payments to be made in accordance with any payment schedule provided for in the Proposal or otherwise agreed in writing by 25-28 Limited or otherwise as provided for in these Conditions;
- H. provide images or photographs that the Client requires to be incorporated into the Site in such digital format and with such resolution as 25-28 Limited may reasonably require in order to ensure that such images or photographs can be re-sized and displayed on the Site to the best effect;
- I. provide all of the documentation, information and sign-offs referred to above as soon as reasonably required by 25-28 Limited and the Client acknowledges and agrees that any delay on its part will cause a delay on 25-28 Limited's part to provide the Services and may lead to additional charges being made by 25-28 Limited to the extent that it incurs any lost or wasted time;
- J. advise in advance and in writing of any confidential information to be presented to 25-28 Limited (whether by email or otherwise) and ensure that all such information is clearly marked as "confidential"; and

- K. ensure that it keeps back-up copies of any data or information provided by it to 25-28 Limited.

**4.2** If 25-28 Limited's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or any third party engaged by it or failure by the Client to perform any relevant obligation:

- A. 25-28 Limited shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies such default or carries out the relevant act or omission, and to rely on the same to relieve it from the performance of any of its obligations;
- B. 25-28 Limited shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from 25-28 Limited's failure or delay to perform any of its obligations as set out in this clause 4.2;
- C. 25-28 Limited reserves the right to raise additional charges for any lost or wasted time or costs or expenditure that it or its staff suffer or incur as a consequence of any act or omission on the part of the Client such additional charges to be in accordance with such rates as the parties have agreed in writing or, in the absence of such agreement, on the basis of 25-28 Limited's standard daily fee rates as notified to the Client from time to time.

## **5. Price**

**5.1** The Price for the Services is set out in the Proposal or is as otherwise agreed in writing by 25-28 Limited with the Client.

**5.2** The Price shall be subject to annual review by 25-28 Limited as provided in the Proposal to reflect any increased costs to 25-28 Limited in providing its services and on the basis that 25-28 Limited shall give the Client not less than 30 days' prior written notice of any proposed increase in the Pricing.

**5.3** The Price shall be paid by the Client in full annually in advance of the commencement of each Contract Period (or as may otherwise be agreed in writing by 25-28 Limited) subject to having been invoiced by 25-28 Limited.

**5.4** If 25-28 Limited provides any services other than the Services provided for in the Proposal or if the parties agree any variation to the Services or to any Site Specification then additional charges shall be payable by the Client either in accordance with such rates as the parties have agreed in writing or, in the absence of such agreement, on the basis of 25-28 Limited's standard daily fee rates as notified to the Client from time to time.

**5.5** In addition to the Price 25-28 Limited shall:

- A. invoice the Client for any Third Party Costs and a 10% handling fee upon being incurred by 25-28 Limited or, if agreed by the Client, in advance of being incurred by 25-28 Limited; and
- B. be entitled to charge the Client for any expenses reasonably incurred by the individuals whom 25-28 Limited engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by 25-28 Limited for the performance of the Services, and for the cost of any materials provided that no such charges shall be payable by the Client unless they have been approved in advance by the Client either specifically or by reference to their general nature and subject to any policy the Client may have in respect of the incurring of such expenses.

**5.6** The Client shall pay each invoice submitted by 25-28 Limited:

- A. within 7 days of the date of the invoice or, if later, by the due date for payment of the relevant invoiced amount; and
- B. in full and in cleared funds to a bank account nominated in writing by 25-28 Limited, and time for payment shall be of the essence of the Contract.

**5.7** All amounts provided for in the Proposal or that are otherwise referred to in any correspondence or communications with the Client as being payable to 25-28 Limited on account of the Services are exclusive of VAT and the Client shall, subject only to receipt of a valid VAT invoice from 25-28 Limited, pay to 25-28 Limited such additional amounts in respect of VAT as are chargeable on the amounts invoiced by 25-28 Limited for the Services, such payment on account of VAT to be made at the same time as payment is due for the relevant charges that are invoiced for the supply of the Services.

**5.8** If the Client fails to make any payment due to 25-28 Limited under the Contract by the due date for payment, then the Client shall pay interest on the overdue amount at the rate of 5% per cent per annum above the base rate from time to time of NatWest Bank plc. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. The Client shall pay the interest together with the overdue amount.

**5.9** The Client shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). 25-28 Limited may at any time, without limiting its other rights or



remedies, set off any amount owing to it by the Client against any amount payable by 25-28 Limited to the Client.

## 6. Intellectual Property Rights

**6.1** All Intellectual Property Rights in or arising out of or in connection with the Services that are created or developed by 25-28 Limited (“25-28 Limited Created IPRs”) shall be owned by 25-28 Limited. Subject to the Client paying the full Price due to 25-28 Limited under the Contract for the Services 25-28 Limited shall grant to the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable and fully transferable licence to use copy and modify 25-28 Limited Created IPRs for the purpose of receiving and using the Services during each Contract Period.

**6.2** The Client retains all Intellectual Property Rights in any Site Software and Materials and grants 25-28 Limited a licence to such Intellectual Property Rights to the extent required by 25-28 Limited to perform its obligations under the Contract including to copy and modify the Materials for the purpose of providing the Services.

**6.3** The Client hereby warrants that it owns all of the Intellectual Property Rights in all Materials or has all appropriate licences to use such Materials in the way that the Client intends to use them. The Client shall indemnify and keep indemnified 25-28 Limited from and against all costs expenses losses and liabilities which 25-28 Limited may in any way suffer or incur as a result of or in connection with any such material infringing or alleging to infringe the Intellectual Property Rights of any third party.

## 7. Site Content

**7.1** The Client shall ensure that the Materials do not infringe any applicable laws, regulations or third party rights (such as but not limited to material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing, blasphemous or in breach of any third party Intellectual Property Rights) or any of the requirements from time to time of the Platform Operator as may be notified by 25-28 Limited to the Client from time to time or contain any malware, viruses, or other potentially destructive computer programs or security threats (“Inappropriate Content”).

**7.2** 25-28 Limited shall include only the Materials on the Site. The Client acknowledges that 25-28 Limited has no control over any content placed on the Site by Visitors and does not purport to monitor the content of the Site. 25-28 Limited

reserves the right to remove content from the Site where it reasonably suspects such content is Inappropriate Content. 25-28 Limited shall notify the Client if it becomes aware of any allegation that content on the Site may be Inappropriate Content.

7.3 The Client shall indemnify 25-28 Limited against all damages, losses and expenses arising as a result of any action or claim that the Materials or any other material posted to, or linked to, the Site constitutes Inappropriate Content.

## 8. Limitation of Liability

**{THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE}**

8.1 Nothing in the Contract shall limit or exclude 25-28 Limited's liability for:

- A. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- B. fraud or fraudulent misrepresentation; or
- C. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

8.2 Subject to clause 8.1, 25-28 Limited shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- A. loss of profits;
- B. loss of sales or business;
- C. loss of agreements or contracts;
- D. loss of anticipated savings;
- E. loss of use or corruption of software, data or information;
- F. loss of damage to goodwill; and
- G. in each of the above cases, whether such losses arise directly or indirectly or for any indirect or consequential loss.

8.3 Subject to clause 8.1, 25-28 Limited's total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to 50% of the total Price paid under the Contract.

8.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

8.5 This clause 8 shall survive termination of the Contract.

## 9. Termination

9.1 The Contract shall (subject to earlier termination under this clause 9) continue:

- A. for an initial fixed period of 12 months expiring on the first anniversary of the Effective Date; and
- B. thereafter for successive periods of 12 months each expiring on the anniversary of the Effective Date
- C. (each being a “Contract Period”) unless either party gives to the other not less than 60 days’ prior written notice terminating the Contract such notice to be effective upon the end of the Contract Period in which the period of notice expires.

9.2 Either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- A. the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
- B. the other party enters administration, liquidation or any composition or arrangement with its creditors, is wound up, has a receiver appointed to any of its assets or ceases to carry on business or any analogous procedure in respect of the foregoing occurs in any other jurisdiction in relation to that party;
- C. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

9.3 Without limiting its other rights or remedies, 25-28 Limited may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Contract on the due date for payment and remains in default 10 Business Days after being notified to make such payment.

9.4 Without limiting its other rights or remedies, 25-28 Limited may suspend provision of the Services under the Contract if the Client is in breach of the terms of the Contract or is subject to any step or action in connection with the matters referred to in clauses 9.2(b) or 9.2(c) or 25-28 Limited reasonably believes that the Client is about to become subject to any of them, or if the Client fails to pay any amount due under this Contract by the due date for payment.

**9.5** Without limiting its other rights or remedies, 25-28 Limited may, without liability to the Client, terminate the Contract on 30 days' prior notice in writing to the Client if any of the Client's staff or representatives are, in the reasonable opinion of 25-28 Limited, responsible for any offensive or inappropriate conduct towards any of 25-28 Limited's staff.

## **10. Consequences of Termination**

**10.1** On termination of the Contract for any reason:

- A. the Client shall immediately pay to 25-28 Limited all of 25-28 Limited's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, 25-28 Limited shall submit an invoice for the relevant Services calculated by reference to such rates as the parties have agreed or, in the absence of such agreement, on the basis of 25-28 Limited's standard daily fee rates as notified to the Client from time to time, and which shall be payable by the Client immediately on receipt;
- B. the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- C. clauses which expressly or by implication survive termination shall continue in full force and effect.

**10.2** On termination of the Contract all licences granted by 25-28 Limited under the Contract shall terminate immediately and the Client shall no longer have any right to have the Site hosted using the Platform.

## **11. General**

### **11.1 Force Majeure**

25-28 Limited shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control including without limitation any telecommunication problems, software failures, hardware failures, third party interference, any act or omission of a third party, any industrial strike, riot, terrorism, epidemic or pandemic or any government action taken in respect thereof, any change in law or other action taken by any government or public authority, or any act of God.

## 11.2 Assignment and Other Dealings

- A. 25-28 Limited may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- B. The Client shall not, without the prior written consent of 25-28 Limited, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

## 11.3 Confidentiality

- A. Each party undertakes that it shall not at any time during the term of the Contract, and for a period of two years after termination of the Contract or the date on which 25-28 Limited last provides the Services, disclose to any person any Confidential Information, except as permitted by clause 11.3(b). In this clause Confidential Information means any information supplied by one party to the other during the performance of this Contract and which has been expressly marked as “Confidential”.
- B. Each party may disclose the other party’s Confidential Information:
  - i. to its employees, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party’s obligations under the Contract. Each party shall ensure that its employees, representatives, subcontractors or advisers to whom it discloses the other party’s confidential information comply with this clause 11.3; and
  - ii. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- C. Neither party shall use the other party’s confidential information for any purpose other than to perform its obligations under the Contract.

## 11.4 Entire Agreement

- A. The Contract constitutes the entire agreement between the parties in relation to the provision of the Services and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- B. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

### **11.5 Variation**

No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives) or, in the case of email, agreed by emailed reply.

### **11.6 Waiver**

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

### **11.7 Severance**

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

### **11.8 Notices**

- A. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at such address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post and also by email. All notices to 25-28 Limited must be sent to Tom Hashemi at tom.hashemi@werebuild.co.uk. A notice or other communication shall be deemed to have been received one Business Day after transmission.
- B. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

### **11.9 Third Parties**

No one other than a party to the Contract shall have any right to enforce any of its terms.

### **11.10 Further Assurance**

**castfromclay.co.uk**

Cast From Clay is the trading name of 25-28 Limited  
Company number: 10385315 (England & Wales)

Registered office: Office 122 Edinburgh House  
170 Kennington Lane, London SE11 5DP

Each party shall at the request and expense of the other execute and do any deeds and other things reasonably necessary to carry out the provisions of the Contract.

### **11.10 No Partnership or Agency**

The Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in the Contract. Neither party shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.

## **12. Data Protection**

**12.1** Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

**12.2** The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and 25-28 Limited is the Processor. Clause 13 sets out the scope, nature and purpose of processing by 25-28 Limited, the duration of the processing and the types of Personal Data and categories of Data Subject.

**12.3** Without prejudice to the generality of clause 12.1, the Client will ensure that it has all necessary notices and consents in place to enable lawful transfer of the Personal Data to 25-28 Limited and/or lawful collection of the Personal Data by 25-28 Limited on behalf of the Client for the duration and purposes of the Contract.

**12.4** Without prejudice to the generality of clause 12.1, 25-28 Limited shall, in relation to any Personal Data processed in connection with the performance by 25-28 Limited of its obligations under the Contract:

- A. process that Personal Data only on the documented written instructions of the Client unless 25-28 Limited is required by applicable law to otherwise process that Personal Data. Where 25-28 Limited is relying on applicable law as the basis for processing Personal Data, 25-28 Limited shall promptly notify the Client of this before performing the processing required by the applicable law unless the applicable law prohibits 25-28 Limited from so notifying the Client;
- B. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data

- to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- C. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
  - D. not transfer any Personal Data outside of the UK unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
    - i. the Client or 25-28 Limited has provided appropriate safeguards in relation to the transfer;
    - ii. the Data Subject has enforceable rights and effective legal remedies;
    - iii. 25-28 Limited complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
    - iv. 25-28 Limited complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
  - E. assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - F. notify the Client without undue delay on becoming aware of a Personal Data breach;
  - G. at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the Contract unless required by applicable law to store the Personal Data; and
  - H. maintain complete and accurate records and information to demonstrate its compliance with this clause 12.

**12.5** The Client consents to 25-28 Limited appointing third party processors of Personal Data under the Contract to the extent necessary for 25-28 Limited to provide the Services provided that 25-28 Limited:

- A. discloses to the Client the identity or nature of any such third party processor;
- B. enters into with the third-party processor a written agreement substantially on that third party's standard terms of business which reflect the requirements of the Data Protection Legislation; and



- C. shall remain fully liable for all acts or omissions of any third-party processor appointed by it.

**12.6** Either party may, at any time on not less than 30 days' notice, revise this clause 12 by replacing it with any applicable controller to processor standard clauses or similar terms adopted by the Information Commissioner or forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

## **13. Processing, Personal Data and Data Subjects**

### **13.1 Processing by 25-28 Limited**

#### **A. Scope:**

- i. To the extent necessary to perform website hosting services

#### **B. Nature:**

- i. Storing and recording of data for the purposes of provide website hosting services

#### **C. Purpose of processing:**

- i. To provide website hosting services
- ii. To allow Visitors to use and interact with the Site
- iii. To inform the continued development of the Site and the Services

#### **D. Duration of processing:**

- i. For the duration of the Contract Period

### **13.2 Types of Personal Data:**

#### **A. Visitor information to the Site including:**

- i. **Identity Data:** This includes first name, maiden name, last name, username or similar identifier, marital status, title, date of birth and gender, title or office held within any other organisation, residency status.
- ii. **Contact Data:** This includes billing address, delivery address, email address, telephone numbers and social media accounts.
- iii. **Financial Data:** This includes bank account details.

- iv. Transaction Data: This includes details about payments to and from Visitors, and details of services Visitors have purchased from the Site.
- v. Technical Data: This includes internet protocol (IP) address, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices Visitors use to access the Site.
- vi. Profile Data: This includes purchase of services from the Site, Visitor interests, preferences, feedback and survey responses.
- vii. Usage Data: This includes information about how Visitors use the Site.
- viii. Events Data: This includes Visitor preferences in receiving information about (or invites to) events and communication preferences.
- ix. Special Category Data: This includes data relating to race or ethnicity, religious or philosophical beliefs, political opinions, and trade union membership.

### 13.3 Categories of Data Subject: Site Visitors.

**END**