Master Services Agreement ('Agreement')

INTRODUCTION

A We are a creative design and marketing agency providing a range of services, including marketing consultancy, copywriting, photography, design, project management, website design and development, website hosting and maintenance, social media management, direct mail marketing and other related services as described on our website at https://www.gardadesign.com/ (the 'Services').

B You agree that we will provide our Services as set out in this Agreement.

KEY TERMS

'Business Day'	A day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
'Effective Date':	The earlier of the date on which you first accept these Terms and Conditions or a Statement of Work in accordance with clause 2, and the date on which you first instruct us to commence the Services.
'We' 'us' 'Company'	BLOOMDISPLAY LIMITED (trading as Garda), a company incorporated and registered in England and Wales with company number 04456988, whose registered office is at 376 London Road, Hadleigh, Benfleet, Essex, SS7 2DA.
'You'	The person, firm, company or other organisation to whom we agree to provide the Services, as identified in the relevant Statement of Work, our correspondence with you or our invoices. You confirm that you are entering into this Agreement for purposes relating to your trade, business or profession and not as a consumer.
Together referred to as the 'parties' and individually a 'party'	
'Term'	From the Effective Date until terminated by either party giving not less than 30 days' written notice, subject to the terms of any applicable Statement of Work and the termination provisions in clause 17.

TERMS AND CONDITIONS

The parties agree that the Key Terms, these Terms and Conditions, the Schedules and any Statement of Work, quotation or proposal agreed between the parties (each a 'Statement of Work') together constitute this Agreement.

Each Statement of Work forms part of this Agreement, whether agreed in writing, by email or otherwise in accordance with clause 2. A reference to this Agreement includes the Schedule and any applicable Statement of Work.

1. Commencement and duration

1.1 This Agreement shall commence on the Effective Date and continue for the Term unless terminated earlier in accordance with clause 17.

1.2 We shall provide the Services in accordance with each agreed Statement of Work. The Services shall commence on the date specified in the relevant Statement of Work or, where no date is specified, on the date we agree to commence providing the Services.

1.3 Where a Statement of Work relates to a specific project, the Services shall continue until the project is completed or otherwise terminated in accordance with this Agreement. Where the Services are provided on an ongoing basis, they shall continue until terminated in accordance with the relevant Statement of Work or this Agreement.

2. Statement of Work

2.1 This Agreement governs the provision of our Services to you under each Statement of Work agreed between us. Each Statement of Work shall form part of this Agreement and shall be subject to these Terms and Conditions.

2.2 The Services to be provided, together with any materials or work products to be created as part of those Services (the 'Deliverables'), shall be set out in the relevant Statement of Work. Each Statement of Work shall specify the scope of the Services and the applicable Fees and may be agreed in writing, by email or by verbal instruction, without requiring signature by either party.

2.3 Each Statement of Work shall constitute a separate contract between us, governed by the terms of this Agreement, unless otherwise expressly agreed in writing. Any defined terms used in a Statement of Work shall have the meanings given to them in this Agreement, unless expressly stated otherwise in the relevant Statement of Work.

2.4 Each Statement of Work may include, where relevant to the Services being provided, the following details:

(a) a description of the Services to be provided and the scope of the relevant project or ongoing engagement;

(b) the Deliverables to be provided, together with any agreed specifications or requirements;

(c) the anticipated start date, completion date and any relevant milestones or delivery dates;

(d) the Fees payable for the Services, including any fixed fees, time-based charges, recurring charges, deposits and payment milestones;

(e) any third-party costs, expenses or licences associated with the Services;

(f) any information, materials, approvals or other assistance required from you to enable us to provide the Services;

(g) any specific hosting, maintenance or support arrangements, where applicable;

(h) any agreed exclusions, assumptions or limitations relating to the scope of the Services; and

(i) any additional terms or obligations agreed between the parties in relation to the Services.

2.5 The parties shall agree the Services to be provided under each Statement of Work as follows:

(a) we shall discuss your requirements with you and prepare a Statement of Work setting out the proposed Services, scope of work, Fees and any other relevant terms;

(b) we may request further information or arrange meetings with you where reasonably necessary to clarify the scope of the Services;

(c) a Statement of Work may be accepted by you in writing, by email, by verbal confirmation or by instructing us to commence the Services. Your acceptance of a Statement of Work, or your instruction to us to commence the Services, shall also constitute your acceptance of these Terms and Conditions. A signature shall not be required for a Statement of Work or these Terms and Conditions to be binding; and

(d) any additional Services or changes to the agreed scope of work shall be dealt with in accordance with clause 11 of this Agreement.

2.6 Once a Statement of Work has been agreed, any changes to the Services, Deliverables, scope of work or Fees may be agreed between the parties in writing, by email or by verbal instruction. Any such changes shall be subject to the provisions of clause 11, and we shall be entitled to charge additional Fees for any additional Services agreed between us.

3. Services

3.1 We agree to provide the Services to you in accordance with the terms of this Agreement and each applicable Statement of Work.

3.2 This Agreement does not, by itself, oblige you to purchase any Services or us to provide any Services. Our obligation to provide the Services, and your obligation to pay for them, shall arise when a Statement of Work has been agreed in accordance with clause 2, whether by signature, email, verbal confirmation or by you instructing us to commence the Services.

4. Fees & Expenses

4.1 The fees payable for our Services (the 'Fees') shall be agreed between us and set out in the relevant Statement of Work, and may be calculated on any of the following bases:

(a) a fixed fee agreed for the relevant Services or project (the 'Fixed Fee');

(b) fees calculated by reference to the time spent providing the Services, at the rates agreed between us (the 'Time-Based Fees');

(c) a recurring fixed fee payable monthly or at such other intervals as agreed between us for ongoing Services (the 'Recurring Fees'); or

(d) a combination of the above, as specified in the relevant Statement of Work.

4.2 Before we commence providing the Services, you shall:

(a) agree to the terms of this Agreement and the relevant Statement of Work in accordance with clause 2;

(b) provide us with the information reasonably required to establish your account and issue invoices, including your billing details; and

(c) pay any deposit or advance payment specified in the relevant Statement of Work.

4.3 All Fees and any agreed expenses or third-party costs shall be payable within 30 days of the date of our invoice, unless otherwise agreed in the relevant Statement of Work. Our bank account details will be provided on our invoices.

4.4 You acknowledge that any changes to the agreed scope of the Services, Deliverables or project requirements may result in adjustments to the Fees, any applicable third-party costs and the agreed delivery dates or timescales. We shall notify you of any proposed adjustments, which shall be agreed between us in accordance with clause 11 before the relevant changes are implemented.

4.5 If you fail to pay any Fees or other amounts due under this Agreement by the applicable payment date, we may charge interest on the overdue amount at a rate of 8% per annum above the Bank of England base rate, accruing daily from the due date until payment is received in full, whether before or after judgment.

4.6 If you fail to pay any Fees or other amounts due under this Agreement by the applicable payment date, we may suspend some or all of the Services, including website hosting and maintenance services, by giving you not less than 7 days' written notice of our intention to do so. We shall be entitled to maintain the suspension until all overdue amounts have been paid in full. We shall not be liable for any loss or disruption arising directly from a suspension carried out in accordance with this clause, except to the extent caused by our negligence or breach of this Agreement.

4.7 We reserve the right to withhold the delivery of, or access to, any Deliverables until all Fees and other amounts due in respect of those Deliverables have been paid in full. Payment of any deposit or instalment shall not entitle you to receive or use the relevant Deliverables unless otherwise agreed in the applicable Statement of Work.

4.8 If you dispute any invoice or Fees payable under this Agreement, you must notify us in writing as soon as reasonably practicable, setting out the reasons for the dispute. You shall remain responsible for paying any undisputed amounts by the applicable payment date. Where any amount relating to the relevant Deliverables remains unpaid, we may withhold delivery of those Deliverables pending resolution of the dispute in accordance with clause 15. Any withholding of Deliverables shall be subject to the provisions of this Agreement.

4.9 All Fees and other amounts payable under this Agreement are exclusive of VAT unless expressly stated otherwise. Where VAT is chargeable, you shall pay the applicable VAT in addition to the relevant Fees or other amounts, subject to receipt of a valid VAT invoice.

4.10 Where the Services involve the use or supply of third-party products or services, including software, licences, subscriptions, website hosting, domain names, stock imagery, advertising services or other third-party materials, these shall be subject to the applicable third-party supplier's terms and conditions. Any fees, charges, subscriptions, renewals or other costs payable in connection with such third-party products or services ('Third-Party Costs') shall be set out in the relevant Statement of Work or otherwise agreed between us, including by email. Unless otherwise agreed, you shall be responsible for paying any Third-Party Costs which we have agreed to incur on your behalf, including any non-refundable costs or commitments entered into in connection with the Services.

4.11 We may review and increase our Fees for ongoing or recurring Services from time to time by giving you not less than 30 days' written notice. Any increase may reflect changes in our operating costs, inflation, supplier charges or market conditions. Where we have agreed a Fixed Fee for a particular project, that Fixed Fee shall remain unchanged unless the parties agree changes to the scope of the Services or other circumstances arise which entitle us to adjust the Fees under this Agreement. We may also pass on increases in agreed Third-Party Costs, provided that we notify you of the increase before the additional costs are incurred or become payable.

4.12 If this Agreement or any Statement of Work is terminated or cancelled before the Services have been completed, you shall remain responsible for paying:

(a) all Fees for Services provided up to the effective date of termination or cancellation, including any completed stages of a project;

(b) any agreed expenses and Third-Party Costs incurred in connection with the Services up to the effective date of termination or cancellation; and

(c) any Third-Party Costs or other non-cancellable commitments which we have reasonably entered into in connection with the Services before receiving notice of termination or cancellation.

We shall be entitled to invoice you for any outstanding amounts payable under this clause, which shall be payable in accordance with clause 4.3. We shall take reasonable steps to minimise any costs arising from termination or cancellation where reasonably practicable.

4.13 Any deposit or advance payment made under this Agreement shall be applied towards the Fees and other amounts payable under the relevant Statement of Work. If this Agreement or a Statement of Work is terminated or cancelled, we shall be entitled to retain or apply any deposit or advance payment towards amounts properly payable under clause 4.12. Where the deposit or advance payment exceeds those amounts, we shall refund the balance to you. Where those amounts exceed the deposit or advance payment, you shall remain responsible for paying the outstanding balance.

4.14 Where the provision of the Services is delayed or suspended because you have failed to provide information, materials, instructions, access, feedback or approvals reasonably required from you, we may invoice you for Services performed up to the date of the delay or suspension, including any completed project stages, together with any Third-Party Costs properly incurred. Such invoices shall be payable in accordance with clause 4.3.

5. Our obligations

5.1 We shall provide the Services and Deliverables with reasonable care and skill, in accordance with this Agreement and the relevant Statement of Work.

5.2 We shall use reasonable endeavours to respond to your enquiries and provide support during our normal business hours, unless otherwise agreed in the relevant Statement of Work. Any specific response times, support arrangements or service levels shall only apply where expressly agreed in the relevant Statement of Work.

5.3 You acknowledge that our ability to commence and perform the Services depends upon you providing us with the information, documents, materials, content, access, instructions and approvals reasonably required for the relevant Services (the ‘Client Materials’). Where these are not provided when reasonably required, we may delay

commencement or suspend the affected Services until they are received, and any agreed delivery dates or timescales may be adjusted accordingly.

5.4 Subject to clause 4.2, we shall commence providing the Services once the relevant Statement of Work has been agreed in accordance with clause 2 and we have received any deposit or advance payment required under that Statement of Work.

5.5 We shall use reasonable endeavours to manage, perform and complete the Services and deliver the Deliverables in accordance with the relevant Statement of Work. We shall keep you reasonably informed of material developments affecting the Services, including any anticipated delays of which we become aware.

5.6 We may engage suitably qualified subcontractors, freelancers and other third parties to assist in providing the Services without requiring your prior consent. We shall remain responsible for the performance of the Services in accordance with this Agreement.

5.7 We shall use reasonable endeavours to meet any delivery dates, completion dates or project milestones agreed in the relevant Statement of Work (the 'Delivery Dates'). Unless expressly agreed otherwise in writing, Delivery Dates are estimates only and time shall not be of the essence in relation to our performance of the Services. Where delays arise due to changes in scope, delays in receiving Client Materials or approvals, or other circumstances beyond our reasonable control, we may reasonably adjust the Delivery Dates and shall notify you of any material changes. Any adjustments to Fees arising from changes to the Services shall be dealt with in accordance with clauses 4.4 and 11.

5.8 Each party shall appoint an appropriate contact person to manage communications relating to the Services, where reasonably required. The details of those contact persons may be included in the relevant Statement of Work and updated by either party from time to time.

5.9 Unless otherwise agreed, a contact person appointed by you may provide instructions and approve changes to the Services and any associated additional Fees on your behalf, provided that such instructions or approvals are given in accordance with clauses 2 and 11.

5.10 We shall notify you within a reasonable time after becoming aware of any material issue affecting our performance of the Services or the Deliverables. Where the issue results from our failure to provide the Services or Deliverables in accordance with this Agreement or the relevant Statement of Work, we shall take reasonable steps to remedy that failure at no additional cost to you and within a reasonable period.

Where an issue arises from circumstances for which we are not responsible under this Agreement, any investigation, corrective work or additional Services shall be subject to agreement between the parties regarding the scope of work and any applicable Fees.

5.11 We shall not be responsible for any defects, errors, loss of functionality or other issues with the Services or Deliverables to the extent caused by changes, modifications,

actions or omissions of you or any third party not engaged by us, including changes to websites, software, hosting environments or other systems, except to the extent that such issues arise from our breach of this Agreement.

5.12 We shall comply with your reasonable information security requirements that have been communicated to us in advance and agreed between the parties, insofar as they are applicable to the Services. Any additional requirements which materially affect the scope, cost or delivery of the Services shall be agreed in accordance with clause 11.

5.13 We shall take reasonable technical and organisational measures to protect any passwords, login credentials and other access information provided to us in connection with the Services against unauthorised access, use or disclosure.

5.14 Where access to your websites, systems, platforms or other digital assets is reasonably required to perform the Services, we shall access and use those assets only to the extent reasonably necessary for the provision of the Services or as otherwise authorised by you.

5.15 We may create, upload, amend, update, remove or otherwise modify website content, designs, functionality and other materials where reasonably necessary to provide the Services in accordance with the relevant Statement of Work or your instructions. Any material changes outside the agreed scope of the Services shall be subject to agreement between the parties in accordance with clause 11.

5.16 In creating the Deliverables, we may use Client Materials, original materials created by us and appropriately licensed third-party materials. You shall be responsible for the accuracy, completeness and legality of Client Materials supplied by you, including any claims, statements or information contained in those materials. We shall remain responsible for exercising reasonable care and skill in creating the Deliverables and performing the Services.

5.17 Where client review or approval of Deliverables is required under the relevant Statement of Work, we shall submit the relevant Deliverables to you for approval before publication or implementation. Unless otherwise agreed, approvals may be provided in writing, by email or by other means agreed between the parties. We shall not be required to obtain separate approval for routine activities or updates which fall within the agreed scope of ongoing Services, unless expressly agreed otherwise.

5.18 The Services and Deliverables may incorporate or depend upon third-party software, applications, plugins, hosting services, platforms or other technology. We shall not be responsible for defects, interruptions, changes in functionality or performance issues to the extent caused by those third-party products or services and not resulting from our breach of this Agreement or failure to exercise reasonable care and skill. This clause shall not exclude our responsibility for the acts or omissions of subcontractors engaged by us in performing our obligations under this Agreement.

5.19 Where relevant to the Services, you acknowledge that search engines and other third-party online platforms operate independently of us and that we have no control over their policies, algorithms, ranking criteria or decisions regarding the acceptance, publication, removal or ranking of websites or content. Accordingly, we do not guarantee any particular search engine ranking, level of website traffic or other result dependent upon such platforms. We shall not be responsible for changes or decisions made by those platforms, except to the extent that any resulting issue arises from our breach of this Agreement.

5.20 We shall not be responsible for delays in performing the Services to the extent caused by your acts or omissions, including any failure to provide Client Materials, information, access, instructions or approvals when reasonably required, or by circumstances beyond our reasonable control. Where such delays occur, we shall be entitled to a reasonable extension of any affected Delivery Dates or other agreed timescales and shall notify you of any material impact on the Services.

5.21 Where appropriate in providing the Services, we may use artificial intelligence tools and technologies to assist with research, content creation, design, analysis, administrative tasks and other activities connected with the Services ("Artificial Intelligence"). We shall remain responsible for providing the Services in accordance with this Agreement and shall ensure that our use of Artificial Intelligence complies with our applicable confidentiality and data protection obligations.

5.22 Where we use Artificial Intelligence in accordance with clause 5.21, we shall:

(a) use reasonable care and skill when selecting and using Artificial Intelligence tools in connection with the Services;

(b) not input your Confidential Information (as defined in clause 14) into Artificial Intelligence tools operated by third parties without your prior agreement, unless such use is otherwise expressly authorised under this Agreement;

(c) take reasonable steps to review Artificial Intelligence-generated content for accuracy, suitability and compliance with the requirements of the relevant Statement of Work before incorporating it into the Deliverables; and

(d) obtain your approval before publishing or implementing Artificial Intelligence-generated content where such approval is required under the relevant Statement of Work.

5.23 Where the Services include website design, website development, website maintenance or other digital services, the scope of those Services and any applicable technical requirements, specifications, Deliverables, milestones and support arrangements shall be set out in the relevant Statement of Work.

In providing those Services, we may, where appropriate and within the agreed scope:

(a) undertake planning, research, design, wireframing, prototyping and other preparatory activities;

(b) design, develop, configure, update or maintain websites, digital content, software integrations and related functionality;

(c) undertake reasonable testing and review of the relevant Deliverables against the agreed specifications before delivery or deployment;

(d) provide opportunities for you to review and approve designs, functionality or other Deliverables at agreed stages;

(e) assist with website deployment, migration, handover or training where included in the agreed Services; and

(f) provide website support, maintenance, updates or remedial work where expressly included in the relevant Statement of Work.

Unless expressly agreed otherwise in the relevant Statement of Work, we do not guarantee compatibility with every browser, device, operating system, third-party application or software version, or that any website or digital service will operate without interruption or error.

Any support, maintenance or additional work following completion or deployment shall be subject to the relevant Statement of Work and the other provisions of this Agreement.

5.24 Where website maintenance services are agreed, those services shall be limited to the WordPress core, plugin and security updates expressly included in the relevant Statement of Work. Any additional support, maintenance, enhancements or other technical work shall be treated as additional Services unless expressly agreed otherwise.

5.25 Where technical support forms part of the agreed Services, you shall submit support requests through the communication channels notified to you by us. We shall use reasonable endeavours to investigate and address such requests within a reasonable timeframe, having regard to the nature of the issue and the agreed scope of the Services. Any additional work outside that scope shall be subject to agreement in accordance with clause 11.

6. Your obligations

6.1 You agree to:

(a) review each Statement of Work before agreeing to it and ensure that it accurately reflects your requirements and instructions;

(b) cooperate with us and provide the Client Materials promptly and within any agreed timescales;

(c) ensure that all Client Materials are accurate, complete, lawful and suitable for their intended use, and notify us promptly of any errors or changes;

(d) ensure that you have all necessary rights, licences, permissions and consents for us to use the Client Materials in providing the Services;

(e) ensure that any personal data provided to us, including contact lists and marketing databases, has been collected and may be used for the intended purposes in accordance with applicable data protection and electronic marketing laws;

(f) provide and maintain any necessary access credentials, passwords, software subscriptions and third-party accounts required for the Services, and take reasonable steps to keep those credentials secure;

(g) provide timely instructions, feedback and approvals, including reviewing Deliverables for factual accuracy and confirming that any claims, information or materials supplied or approved by you comply with applicable legal and regulatory requirements;

(h) authorise us to access and make changes to your websites, systems and other digital assets where reasonably necessary to provide the agreed Services;

(i) cooperate with us and any relevant third parties in connection with the Services, including communicating directly with third parties where reasonably required;

(j) notify us promptly of any proposed changes to the Services and agree any additional work in accordance with clause 11;

(k) pay all Fees and other amounts due under this Agreement in accordance with clause 4, including where delays arise from your failure to provide Client Materials, instructions or approvals; and

(l) comply with any additional obligations expressly agreed in the relevant Statement of Work.

6.2 You acknowledge that, as the Services progress, it may become necessary to amend, remove or replace certain tasks or requirements identified in the relevant Statement of Work. Any such changes shall be agreed between the parties in accordance with clause 11, including any resulting adjustments to the Fees, Deliverables or agreed delivery dates.

7. Acceptance Tests

7.1 Where agreed in the relevant Statement of Work, you shall review and test the Deliverables to confirm that they meet the agreed specifications and requirements (the "Acceptance Tests").

7.2 We may provide Deliverables in stages or phases, as agreed in the relevant Statement of Work, and you shall review and provide feedback or approval in accordance with any agreed timescales.

7.3 You shall provide any feedback, requested amendments or notification of issues within the timescales agreed between the parties. Where feedback or approval is delayed, we may reasonably adjust the relevant delivery dates. Any additional work requested following approval of the Deliverables, or arising from changes to previously agreed requirements, shall be dealt with in accordance with clause 11. This shall not affect our obligation to remedy any failure to provide the Services in accordance with this Agreement.

7.4 You may approve or accept Deliverables in writing, by email, verbally or through any other communication method agreed between the parties. Any person providing approval on your behalf must have appropriate authority to do so.

7.5 You shall be responsible for reviewing and approving any copy, content or other materials supplied by you or submitted to you for approval, including confirming their factual accuracy and compliance with applicable legal and regulatory requirements. This shall not exclude our responsibility to exercise reasonable care and skill in providing the Services.

7.6 We shall not be responsible for any failure of the Deliverables to pass the Acceptance Tests to the extent that such failure results from your acts or omissions, or those of any third party engaged by you.

7.7 Where any failure referred to in clause 7.6 occurs, we may provide reasonable assistance in resolving the issue. Any additional work required shall be subject to agreement on the applicable Fees in accordance with clause 11.

7.8 Where Acceptance Tests are required under the relevant Statement of Work, the Deliverables shall be deemed accepted upon the earliest of:

(a) your confirmation that the Deliverables have passed the Acceptance Tests;

(b) your use of the Deliverables for commercial purposes, other than testing; or

(c) your failure to notify us of any material defects or non-compliance with the agreed specifications within the acceptance period specified in the relevant Statement of Work, provided that we have made the Deliverables available for review and testing.

Deemed acceptance shall not relieve us of our obligations to remedy any failure to provide the Services in accordance with this Agreement.

8. Warranties

8.1 Each of the parties warrants to the other that it has full power and authority to enter into and perform this Agreement and any Statement of Work.

8.2 You warrant and undertake that:

(a) you own or have obtained all necessary rights, licences, permissions and consents to provide the Client Materials and authorise us to use them in connection with the Services;

(b) the Client Materials, and our use of them in accordance with your instructions, will not infringe any third-party intellectual property rights or breach any applicable laws or regulations; and

(c) the Client Materials shall be accurate and complete in all material respects and shall not contain any unlawful, defamatory, discriminatory, threatening or otherwise illegal content.

8.3 We warrant and undertake that:

(a) we shall perform the Services with reasonable care and skill;

(b) we shall comply with applicable laws and regulations when providing the Services;

(c) we shall take reasonable steps to ensure that the Deliverables do not contain viruses, malware or other malicious software introduced by us; and

(d) where the Services include website development, we shall use reasonable care and skill to ensure that the website materially complies with the specifications agreed in the relevant Statement of Work. Any failure arising from our breach of this obligation shall be addressed in accordance with clause 5.10.

9. Indemnity

9.1 You shall indemnify us against all reasonable losses, liabilities, damages, costs and expenses (including reasonable legal costs) arising from any third-party claim brought against us to the extent that such claim results from:

(a) any breach by you of the warranties given under clause 8.2;

(b) our use of Client Materials in accordance with your instructions, including any allegation that such materials infringe third-party intellectual property rights or contain unlawful or misleading content; or

(c) your failure to comply with applicable data protection, privacy or electronic marketing laws in relation to Client Materials, personal data or marketing lists supplied by you.

This indemnity shall not apply to the extent that the relevant claim arises from our breach of this Agreement, negligence or unlawful conduct. Your liability under this

clause 9 shall not be subject to the limitations and exclusions of liability set out in clauses 16.1 and 16.2.

10. Non-solicitation and employment

10.1 You shall not, without our prior written consent, directly solicit or entice away from us any employee, freelancer or subcontractor who has been materially involved in providing the Services to you, during the Term and for a period of 12 months following termination of this Agreement.

10.2 This restriction shall not apply to any person responding independently to a general recruitment advertisement or approaching you without any solicitation or encouragement from you.

11. Change in Services

11.1 Either party may request changes to the Services, Deliverables or scope of work agreed under a Statement of Work. Any proposed changes, including any adjustments to the Fees, Third-Party Costs or delivery dates, shall be discussed and agreed between the parties before the additional or amended Services are undertaken. Such changes may be agreed in writing, by email or by verbal instruction.

11.2 Where changes to the Services are substantial, we may prepare a revised or additional Statement of Work setting out the amended scope, Fees and any relevant delivery dates. Any such Statement of Work may be agreed in accordance with clause 2 and shall not require signature by either party.

11.3 Where the parties agree changes to a Statement of Work, those changes shall form part of the relevant Statement of Work and may be agreed in writing, by email or verbally, without requiring signature by either party. Where the parties cannot agree on proposed changes, the existing Statement of Work shall remain in effect unless otherwise agreed or terminated in accordance with this Agreement.

12. Intellectual Property Rights

12.1 In this Agreement, "Intellectual Property Rights" means all copyright, patents, rights in inventions, trade marks, service marks, trade names, design rights, rights in get-up, database rights, rights in software, domain names, know-how, trade secrets and all other intellectual property rights, whether registered or unregistered, including applications for registration, renewals and extensions of such rights, and all equivalent or similar rights existing anywhere in the world, whether present or future.

12.2 In relation to the Deliverables:

(a) We and our licensors shall retain ownership of all Intellectual Property Rights in any materials, software, tools, templates, processes, know-how and other works owned or

developed by us independently of the Services ("Pre-existing Intellectual Property Rights").

(b) Subject to payment in full of all outstanding Fees and other sums due to us under this Agreement, we hereby assign to you, with effect from receipt of that payment, all Intellectual Property Rights owned by us in the bespoke Deliverables created specifically for you under the relevant Statement of Work, excluding Pre-existing Intellectual Property Rights, Client Materials and Third-Party Materials.

(c) To the extent that any Pre-existing Intellectual Property Rights are incorporated into the Deliverables, we grant you, upon payment in full, a perpetual, worldwide, non-exclusive, royalty-free licence to use those rights solely as necessary to use and enjoy the Deliverables for their intended purpose.

(d) Any third-party software, plugins, fonts, stock imagery, open-source code or other third-party materials incorporated into the Deliverables ("Third-Party Materials") shall remain subject to the applicable third-party licence terms. We shall identify any material third-party licence restrictions or ongoing charges of which we are aware and which are relevant to your intended use of the Deliverables. Nothing in this Agreement transfers ownership of Third-Party Materials to you.

12.3 In relation to the Client Materials:

(a) you and your licensors shall retain ownership of all Intellectual Property Rights in the Client Materials; and

(b) you grant to us a non-exclusive, royalty-free licence to use, copy, reproduce, modify and display the Client Materials to the extent reasonably necessary to provide the Services, create the Deliverables and fulfil our obligations under this Agreement. This licence shall include the right to permit our employees, freelancers and subcontractors to use the Client Materials for those purposes and shall continue for as long as reasonably necessary to fulfil those purposes.

12.4 Subject to clauses 12.2(d) and 12.5, we shall indemnify you against reasonable losses, damages, costs and expenses (including reasonable legal costs) arising from any third-party claim that the bespoke Deliverables created by us under this Agreement infringe that third party's Intellectual Property Rights, provided that:

(a) the claim arises directly from materials created by us and not from Client Materials, Third-Party Materials or modifications made by you or any third party without our authorisation;

(b) you notify us promptly of the claim and provide reasonable assistance in defending or resolving it; and

(c) you do not admit liability or settle the claim without our prior written consent, such consent not to be unreasonably withheld or delayed.

Our total liability under this clause shall be subject to the applicable limitations of liability in clause 16.

12.5 We shall not be liable under clause 12.4 to the extent that the relevant infringement claim arises from:

(a) Client Materials supplied by you;

(b) modifications to the Deliverables made by you or a third party not acting on our behalf;

(c) our compliance with your specific instructions, where the infringement could not reasonably have been avoided in complying with those instructions;

(d) your use of the Deliverables outside their agreed or intended purpose, or contrary to any applicable licence terms; or

(e) your use or modification of any Deliverables incorporating artificial intelligence-generated content in a manner not authorised or approved by us.

These exclusions shall not apply to the extent that the infringement arises from our own breach of this Agreement or negligence.

12.6 All provisions relating to Intellectual Property Rights, including but not limited to ownership, licensing, and indemnification, shall survive the termination or expiration of this Agreement.

13. Data Protection

13.1 Each party shall comply with its obligations under applicable Data Protection Legislation, including the UK GDPR and Data Protection Act 2018. Where we process personal data on your behalf in providing the Services, you shall act as the controller and we shall act as the processor, unless otherwise agreed in writing. We may engage employees, freelancers, subcontractors and third-party service providers to assist in providing the Services, subject to compliance with applicable Data Protection Legislation and the data processing provisions of this Agreement. Any transfer of personal data outside the UK shall be made only where permitted by applicable Data Protection Legislation and subject to any required safeguards. Where we process personal data on your behalf as a processor, the provisions of Schedule 1 (Data Processing Schedule) shall also apply and form part of this Agreement.

13.2 Where we act as a processor of personal data on your behalf, we shall:

(a) process personal data only on your documented instructions, including in relation to international transfers, unless otherwise required by applicable law, in which case we shall inform you of that legal requirement unless prohibited by law;

(b) ensure that persons authorised to process personal data are subject to appropriate confidentiality obligations;

(c) implement appropriate technical and organisational measures to protect personal data, taking account of the nature of the processing and the risks involved;

(d) taking account of the nature of the processing, provide reasonable assistance in responding to requests from individuals exercising their data protection rights;

(e) provide reasonable assistance with your obligations relating to data security, personal data breaches, data protection impact assessments and consultation with supervisory authorities, taking account of the nature of the processing and the information available to us;

(f) notify you without undue delay upon becoming aware of a personal data breach affecting personal data processed on your behalf;

(g) maintain records of processing activities as required by applicable Data Protection Legislation;

(h) make available information reasonably necessary to demonstrate compliance with our obligations under this clause and allow for and contribute to audits and inspections as required by applicable Data Protection Legislation, subject to reasonable confidentiality and security requirements; and

(i) inform you immediately if, in our opinion, an instruction infringes applicable Data Protection Legislation.

13.3 We shall implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and accidental loss, destruction or damage. Such measures shall be proportionate to the risks associated with the processing and may include, where appropriate, encryption, pseudonymisation, access controls, backup procedures and measures to restore the availability of and access to personal data following a physical or technical incident.

13.4 Where we act as a processor, we shall not retain personal data for longer than is necessary for the purposes of providing the Services. Upon termination or expiry of the relevant Services, we shall, at your choice, delete or return the personal data processed on your behalf and delete existing copies, unless applicable law requires its continued retention.

13.5 We shall ensure that each sub-processor is subject to a written contract imposing the same data protection obligations as those imposed on us under this Agreement, insofar as they are relevant to the processing undertaken by that sub-processor, including obligations to implement appropriate technical and organisational measures.

13.6 We shall remain responsible for the performance of our sub-processors' data protection obligations in accordance with applicable Data Protection Legislation.

14. Confidential Information

14.1 In this Agreement, "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient") in connection with this Agreement which is identified as confidential or which a reasonable business person would consider confidential, including information relating to business operations, clients, customers, finances, marketing strategies, commercial arrangements, technical information and any information subject to a duty of confidentiality owed to a third party.

Confidential Information shall not include information which:

(a) is or becomes publicly available other than through a breach of this Agreement;

(b) was lawfully known to the Recipient without any obligation of confidentiality before its disclosure;

(c) is lawfully received from a third party without any obligation of confidentiality;

(d) is independently developed by the Recipient without using the Discloser's Confidential Information; or

(e) the Discloser agrees in writing may be disclosed.

14.2 Each party shall keep the other party's Confidential Information confidential and shall not disclose it to any third party except to its employees, freelancers, subcontractors, professional advisers or other representatives who reasonably require access for the purposes of this Agreement and who are subject to appropriate confidentiality obligations. Neither party shall use the other party's Confidential Information for any purpose other than performing its obligations or exercising its rights under this Agreement, unless otherwise agreed in writing. Each party shall be responsible for any breach of this clause by its representatives.

14.3 Each party shall notify the other party as soon as reasonably practicable upon becoming aware of any unauthorised disclosure of the other party's Confidential Information and shall provide reasonable assistance to prevent or minimise any further unauthorised disclosure.

14.4 Neither party shall copy, reproduce, reverse engineer, decompile or disassemble the other party's Confidential Information, except to the extent reasonably necessary to perform its obligations or exercise its rights under this Agreement, or as otherwise permitted by law or agreed in writing by the Discloser.

14.5 The obligations under this clause 14 shall continue for two years following termination or expiry of this Agreement, except in relation to trade secrets, which shall remain protected for as long as they retain their confidential nature.

14.6 Upon termination or expiry of this Agreement, each party shall, upon written request from the other party, return or securely destroy the other party's Confidential Information, except where retention is required by law or reasonably necessary for legitimate record-keeping purposes, provided that any retained information remains subject to the confidentiality obligations in this Agreement.

15. Dispute Resolution

15.1 If a dispute arises in connection with this Agreement, either party may give written notice to the other party setting out the nature of the dispute and the resolution sought.

15.2 The parties shall use reasonable endeavours to resolve the dispute through good faith discussions between their authorised representatives within 10 Business Days of the notice being received.

15.3 If the dispute remains unresolved after that period, either party may propose mediation. The parties shall agree the appointment of a mediator and the arrangements for mediation. Nothing in this clause shall prevent either party from commencing court proceedings, seeking urgent injunctive relief or taking action to recover undisputed overdue Fees.

16. Limitation of liability

16.1 Subject to clauses 9, 16.4 and 16.5, each party's total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, shall be limited as follows:

(a) in respect of claims arising under or in connection with a single Statement of Work for a fixed-price project, the total Fees paid or payable under that Statement of Work;

(b) in respect of claims arising under or in connection with a Statement of Work for ongoing or recurring Services, the total Fees paid or payable under that Statement of Work during the 12 months immediately preceding the event giving rise to the claim or, where that Statement of Work has been in effect for less than 12 months, the total Fees paid or payable during that shorter period; and

(c) in respect of claims arising under or in connection with more than one Statement of Work, or under this Agreement other than in connection with a particular Statement of Work, the total Fees paid or payable under all relevant Statements of Work during the 12 months immediately preceding the event giving rise to the claim.

For the purposes of this clause 16.1, all claims arising from the same event or a series of connected events shall be treated as a single claim. The limits set out above shall

apply to the total aggregate liability of each party for all claims falling within the relevant category.

16.2 Subject to clauses 9, 16.4 and 16.5, neither party shall be liable to the other, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, revenue, anticipated savings, business, contracts, opportunities, goodwill or reputation, or for any indirect or consequential loss arising out of or in connection with this Agreement, whether or not such loss was foreseeable.

16.3 Where artificial intelligence tools are used in creating the Deliverables, we shall exercise reasonable care and skill in reviewing the resulting work. We shall not be responsible for any inaccuracies or limitations inherent in artificial intelligence-generated content which have been expressly brought to your attention and accepted by you, except to the extent that they arise from our negligence or breach of this Agreement.

16.4 Nothing in this clause 16 shall limit or exclude your obligation to pay any Fees, Third-Party Costs or other sums properly due to us under this Agreement.

16.5 Nothing in this Agreement shall limit or exclude either party'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) any other liability which cannot lawfully be limited or excluded.

17. Termination

17.1 Where either party gives notice to terminate this Agreement, any Statement of Work already agreed between the parties shall continue in accordance with its terms, unless separately terminated in accordance with this Agreement or otherwise agreed between the parties. The terms of this Agreement shall continue to apply to each outstanding Statement of Work until the relevant Services have been completed or terminated. No new Statement of Work shall be entered into following expiry of the termination notice period unless otherwise agreed in writing.

17.2 Either party may terminate this Agreement or any relevant Statement of Work by giving written notice to the other party if:

(a) the other party commits a material breach of this Agreement and, where that breach is capable of remedy, fails to remedy it within 10 Business Days of receiving written notice requiring it to do so;

(b) the other party commits a material breach of this Agreement which is incapable of remedy; or

(c) the other party enters administration or liquidation, has a receiver or administrator appointed over its assets, or becomes subject to any other

insolvency proceedings, except where termination on such grounds is prohibited by applicable law.

A failure to achieve estimated delivery dates or anticipated performance targets shall not, of itself, constitute a material breach of this Agreement.

17.3 We may terminate this Agreement or any relevant Statement of Work by giving written notice to you if:

(a) you fail to pay any undisputed Fees or other sums due under this Agreement within 10 Business Days of receiving a written demand for payment; or

(b) you request material changes to the agreed Services which we are unable or unwilling to accommodate, and the parties are unable to agree how the relevant Services should proceed, provided that we have first given you a reasonable opportunity to continue with the Services as originally agreed.

17.4 Termination or expiry of this Agreement or any Statement of Work shall not affect your obligation to pay any Fees, expenses or Third-Party Costs properly incurred up to the date of termination, including payment for completed or partially completed Services and any non-cancellable third-party commitments reasonably entered into in connection with the Services.

17.5 Upon termination or expiry of the relevant Services, we shall make your Client Materials available for return or handover within a reasonable period. Where we provide website hosting, maintenance or other recurring Services, any exit, migration or handover assistance shall be provided in accordance with the arrangements set out in the relevant Statement of Work. Any assistance not set out in the relevant Statement of Work shall be subject to agreement between the parties in accordance with clause 11. We may withhold any unpaid Deliverables to the extent permitted by this Agreement and applicable law. Any personal data processed on your behalf shall be returned or deleted in accordance with clause 13.4.

17.6 Where you arrange website hosting independently of us, you shall be responsible for the third-party hosting environment. We shall not be responsible for any failures, interruptions, security issues or other problems arising from that hosting environment or changes made by third parties not acting on our behalf, except to the extent caused by our breach of this Agreement or negligence. Any investigation, support or remedial work falling outside the agreed Services may be charged separately, subject to your agreement in accordance with clause 11.

17.7 Where practicable, domain names used in connection with the Services shall be registered in your name. Unless otherwise expressly agreed, you shall be responsible for maintaining ownership and control of your domain names, renewing registrations, paying renewal fees and ensuring that registration and access details remain accurate and up to date. Where we agree to administer any domain-related services on your

behalf, our responsibilities shall be limited to the services expressly agreed between the parties.

17.8 Where we provide website hosting, maintenance or other recurring Services, any applicable minimum term and notice period shall be specified in the relevant Statement of Work. Where no separate notice period is specified, either party may terminate those Services by giving not less than 30 days' written notice, subject to any agreed minimum term and the payment obligations under this Agreement.

17.9 Our right to suspend the Services for non-payment shall be governed by clause 4.6. Before suspending live website hosting, we shall take reasonable steps to notify you and consider the potential consequences of suspension. We may suspend Services immediately where reasonably necessary to address an urgent security threat, unlawful activity or material operational risk. Any suspension shall not affect your obligation to pay Fees and other sums properly due under this Agreement.

17.10 Following completion of an agreed website handover, we shall have no responsibility for the ongoing hosting, maintenance or operation of the website, unless otherwise agreed in writing. We shall not be liable for any subsequent issues arising from the new hosting provider, changes made by you or third parties not acting on our behalf, or infrastructure outside our reasonable control. Nothing in this clause shall exclude liability for any breach of this Agreement occurring before completion of the handover.

17.11 Where we recommend updates, upgrades, maintenance or other remedial work to a website, including updates to software, plugins, PHP versions or other technical components, and you decide not to proceed with those recommendations, we shall not be responsible for any subsequent failure, security issue, incompatibility or other problem to the extent that it arises from your decision not to implement the recommended work. This shall not exclude or limit our liability for any breach of this Agreement, negligence or other liability which cannot lawfully be excluded or limited.

GENERAL

18. Force Majeure

18.1 Neither party shall be liable for any delay or failure to perform its obligations under this Agreement (other than an obligation to pay sums properly due) to the extent caused by events beyond its reasonable control, including natural disasters, fire, flood, pandemic, industrial disputes, cyberattacks, widespread telecommunications or infrastructure failures, or disruption to third-party services beyond that party's reasonable control ("Force Majeure Event"). The affected party shall notify the other party as soon as reasonably practicable and take reasonable steps to minimise the effects of the Force Majeure Event.

18.2 Where a Force Majeure Event prevents the performance of a material obligation for a continuous period of 60 days, either party may terminate the affected Statement of Work by giving written notice to the other party. Any Fees for Services properly performed and

non-cancellable Third-Party Costs reasonably incurred before termination shall remain payable in accordance with this Agreement.

19. Assignments and other dealings

19.1 You shall not assign, transfer, subcontract or otherwise deal with any of your rights or obligations under this Agreement without our prior written consent, such consent not to be unreasonably withheld or delayed.

19.2 We may assign or transfer our rights under this Agreement to another person or business, provided that doing so does not materially prejudice your rights under this Agreement. We may appoint employees, freelancers, subcontractors and other third-party providers to assist in performing the Services without requiring your prior consent, provided that we remain responsible for the performance of our contractual obligations.

20. Announcements

Neither party shall make any public announcement concerning the terms of this Agreement or disclose the other party's Confidential Information without the other party's prior written consent, unless required by law. We may, however, identify you as a client and display completed Deliverables in our portfolio, website, social media and other promotional materials, provided that we do not disclose your Confidential Information or any personal data unlawfully.

21. Variation

No variation of this Agreement shall be effective unless agreed in writing by both parties or their authorised representatives, except that changes to the Services, Fees, Deliverables or Statements of Work may be agreed in accordance with clauses 2 and 11, including by email or verbally, without requiring a signed document.

22. Waiver

22.1 A waiver of any right or remedy under this Agreement or by law shall only be effective if given in writing and shall not constitute a waiver of any subsequent breach or right or remedy.

22.2 No failure or delay by either party to exercise any right or remedy under this Agreement or by law shall constitute a waiver of that right or remedy. No single or partial exercise of any right or remedy shall prevent its further exercise or the exercise of any other right or remedy.

23. Rights and remedies

23.1 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

24. Severance

24.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

24.2 If any provision or part-provision of this Agreement is deemed deleted under clause 24.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

25. Entire Agreement

This Agreement, together with any agreed Statements of Work, constitutes the entire agreement between the parties in relation to its subject matter and supersedes all previous agreements, representations, understandings and arrangements, whether written or oral, relating to that subject matter, except as expressly agreed otherwise between the parties.

26. Conflict

26.1 In the event of any conflict or inconsistency between this Agreement and a Statement of Work, the provisions of this Agreement shall prevail, unless the relevant Statement of Work expressly identifies the provision of this Agreement being varied and the parties agree to that variation in writing.

27. No partnership or agency

27.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party to be the agent of the other party, or authorise any party to make or enter into any commitments for or on behalf of the other party. This clause shall not prevent us from incurring Third-Party Costs on your behalf where authorised in accordance with clause 4.10.

28. Third party rights

28.1 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

29. Notices

29.1 Any notice given under this Agreement shall be in writing and sent by email to the email address set out in the relevant Statement of Work or, if none, to the email address most recently used by the receiving party to correspond with the other party in connection with the Services, or to any replacement email address notified by one party to the other.

29.2 Any notice sent by email shall be deemed received at the time of transmission, provided that no automated notification of delivery failure is received. Where transmission occurs

outside normal business hours (9.00 am to 5.00 pm on a Business Day), the notice shall be deemed received at 9.00 am on the next Business Day.

30. Governing Law

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

31. Jurisdiction

31.1 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 this Agreement or its subject matter or formation.

I have read and accept this Agreement and agree to be bound by it.

Signed by [NAME OF DIRECTOR] for and on behalf of BLOOMDISPLAY LIMITED (trading as Garda)

.....

Director

Date:

.....

Signed by [NAME OF DIRECTOR] for and on behalf of [NAME OF CLIENT]

.....

Director

Date:

.....

Schedule 1 – Data Processing Schedule

1. Application and Definitions

1.1 This Schedule applies where, in providing the Services under this Agreement, we process Personal Data on your behalf and you act as the Controller and we act as the Processor.

1.2 The terms Controller, Processor, Personal Data, Personal Data Breach, Processing and Data Subject shall have the meanings given to them under the UK GDPR.

1.3 This Schedule does not apply to Personal Data which we process as an independent Controller.

2. Details of Processing

2.1 The parties agree that the Processing undertaken by us on your behalf shall be as follows, to the extent relevant to the Services agreed in the applicable Statement of Work:

Processing Particulars	**Description**
Subject matter	Personal Data processed in connection with the provision of marketing, website development, website hosting, maintenance, email marketing and related Services.
Duration	For the duration of the relevant Services and any applicable period required for their termination, handover or lawful retention.
Nature of Processing	Collection, receipt, storage, access, organisation, use, transmission, maintenance, retrieval and deletion of Personal Data, as required to provide the Services.
Purpose	To provide the Services described in the applicable Statement of Work and to carry out your documented instructions.
Categories of Data Subjects	website visitors, customer contacts, marketing recipients, prospective customers and individuals submitting website enquiries, as applicable.
Categories of Personal Data	names, business contact details, email addresses, telephone numbers, website enquiry information, marketing preferences, website usage information and other Personal Data supplied or authorised by you.
Special Category Data	No Special Category Data is anticipated to be processed as part of the Services. Where the processing of Special Category Data is required, the parties shall agree the relevant categories of data, purposes of processing

	and any additional safeguards in writing before such processing commences.
Controller's rights and obligations	As set out in this Agreement, the applicable Statement of Work and applicable Data Protection Legislation.

2.2 The specific categories of Personal Data, Data Subjects and Processing activities may be further identified in the applicable Statement of Work or other documented instructions agreed between the parties.

3. Processing Instructions

3.1 We shall process Personal Data only on your documented instructions, including those contained in this Agreement, the applicable Statement of Work and any subsequent documented instructions, unless otherwise required by applicable law.

3.2 Where we are required by law to process Personal Data other than in accordance with your instructions, we shall notify you of that requirement before Processing, unless prohibited by law.

3.3 We shall inform you immediately if, in our opinion, an instruction infringes applicable Data Protection Legislation.

4. Confidentiality and Security

4.1 We shall ensure that persons authorised to process Personal Data on our behalf are subject to appropriate confidentiality obligations.

4.2 We shall implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful Processing and accidental loss, destruction or damage, taking into account the nature of the Processing, the risks involved and the requirements of applicable Data Protection Legislation.

4.3 Such measures shall include appropriate access controls and other security arrangements relevant to the Services, as further agreed between the parties where necessary.

5. Sub-Processors

5.1 You provide general authorisation for us to engage third-party Sub-Processors where reasonably necessary to provide the Services.

5.2 We shall maintain a list of Sub-Processors engaged in connection with the Services and make that list available to you on request.

5.3 We shall notify you of intended additions or replacements of Sub-Processors and provide you with a reasonable opportunity to object on legitimate data protection grounds.

5.4 We shall ensure that each Sub-Processor is subject to a written contract imposing the same data protection obligations as those imposed on us under this Agreement, insofar as they are relevant to the Processing undertaken by that Sub-Processor, including obligations to implement appropriate technical and organisational measures.

5.5 We shall remain responsible for the performance of our Sub-Processors' data protection obligations in accordance with applicable law.

6. Personal Data Breaches and Assistance

6.1 We shall notify you without undue delay after becoming aware of a Personal Data Breach affecting Personal Data processed on your behalf.

6.2 Taking into account the nature of the Processing and the information available to us, we shall provide reasonable assistance to enable you to comply with your obligations relating to:

(a) requests from Data Subjects exercising their rights;

(b) the security of Personal Data;

(c) notification of Personal Data Breaches to the relevant supervisory authority and affected individuals, where required;

(d) data protection impact assessments; and

(e) prior consultation with the relevant supervisory authority, where required.

7. International Transfers

7.1 We shall not make a restricted transfer of Personal Data outside the United Kingdom unless the transfer complies with applicable Data Protection Legislation, including any applicable adequacy regulations or appropriate safeguards.

7.2 Where required, the parties shall cooperate in putting in place the appropriate international data transfer arrangements.

8. Return and Deletion of Personal Data

8.1 Following termination or expiry of the relevant Services, we shall, at your choice, return or delete Personal Data processed on your behalf and delete existing copies, unless applicable law requires continued retention.

8.2 The arrangements for returning or deleting Personal Data shall take account of any agreed handover arrangements and applicable backup retention and deletion procedures, provided these comply with applicable Data Protection Legislation.

9. Compliance and Audits

9.1 We shall make available to you information reasonably necessary to demonstrate compliance with our obligations under Article 28 of the UK GDPR.

9.2 We shall allow for and contribute to audits and inspections conducted by you or an auditor mandated by you, as required by Article 28 of the UK GDPR, subject to reasonable confidentiality, security and operational arrangements that do not prevent compliance with that Article.

10. Client Responsibilities

10.1 You shall be responsible for ensuring that you have an appropriate lawful basis for the Processing of Personal Data and that any required privacy notices, consents and other information have been provided to Data Subjects.

10.2 You shall ensure that Personal Data supplied to us, including marketing contact lists and information collected through your websites, has been obtained and may be used in accordance with applicable Data Protection Legislation and electronic marketing requirements.

10.3 You shall provide us with appropriate instructions and information reasonably necessary for us to comply with our obligations under this Schedule.

11. Relationship with the Agreement

11.1 This Schedule forms part of the Agreement and shall be read together with clause 13 (Data Protection).

11.2 In the event of any inconsistency between this Schedule and clause 13 concerning the Processing of Personal Data on your behalf, this Schedule shall prevail to the extent necessary to comply with applicable Data Protection Legislation.