

These Terms of Business set out the general terms and conditions that will apply to the work that we will do for You. This Agreement, along with any Statement of Work, forms the Agreement between You as the Client and Chrobis Limited. Any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

1 Authorisation

1. The Client ('Client', 'You', or 'Your') is engaging Chrobis Limited ('Chrobis', 'Us', 'We' or 'Our') as an independent Contractor for the provision of Consulting, Software Development or Systems Integration services (the 'Services').
2. The scope of the Services that We will provide is defined in the Statement of Work. The Statement of Work is considered as the full and complete specification of the Services that will be provided. Any additions, changes, upgrade or enhancements outside the specification contained in the Statement of Work are exclusive of this Agreement.
3. Either of us may request changes to the Services or any other aspect of this Agreement. Requests for changes must be sufficiently detailed to enable full assessment of the impact on the cost, timetable or any other aspect of the Agreement. We will work together to consider and where necessary agree changes. Until agreement is made and documented in writing, we will continue to act under the terms of the latest agreed version of the Agreement.
4. Each of us will nominate a contact with responsibility for management of this Agreement.

2 Services Terms

1. Software Development, Consulting and Systems Integration Services
 1. We will provide the Services described by the Statement of Work, to the estimated timetable documented therein, and meeting the specification agreed between us at the start of the project. You agree that We shall have fulfilled Our obligations on Final Client Sign Off.
 2. Changes to the specification during the development process can result in delays to the estimated timetable. We reserve the right to restrict all changes to the Statement of Work until such time as the original specification has been completed. Amendments may result in additional charges.
2. Third Party Services
 1. We may identify or use Third Party Services as part of the Solution as appropriate to the specification in the Statement of Work. We are not responsible for the provision of such services and make no representation regarding the quality of provision of such services by the relevant Third Party Service Provider.
 2. Service Providers may update their services, processors and products from time to time, affecting the functionality of the Client's complete Solution post-completion. These Third Party Service Providers are beyond Our control and such providers may be changed without notice. Upon fulfilment of the Solution, We shall not be

responsible to upgrade or modify the solution to comply with any such updates. Any such upgrades may be subject to a new Agreement with applicable fees.

3. Deliverables and Completion

1. We will provide the Services including the Deliverables, if any, specified in the Statement of Work as being Our responsibility (the 'Deliverables'). We undertake to You that We will use reasonable skill and care in the provision of the Services and the preparation of any Deliverables.
2. Our Deliverables will be deemed accepted by You when any acceptance criteria set out in the Statement of Work have been met, or when You make live use of the Deliverables, whichever comes first. If no criteria are specified, the Deliverables will be deemed accepted on delivery to You.
3. We will use reasonable efforts to carry out Our obligations in accordance with any dates or time periods set out in the Statement of Work . Unless specified otherwise in the Statement of Work, these dates and time periods are intended for planning purposes only and are not contractually binding.
4. Performance of Our Services is dependent on Your co-operation in carrying out certain responsibilities in respect of this Contract, and we must work together to complete the Services in a timely manner.
 1. You agree to provide promptly all information as We may reasonably require and notify to You to enable us to provide the Services. In the event that information required is not supplied in a timely manner, Chrobis shall reserve the right to delay the completion date at its own discretion.
 2. You agree to ensure that all information You provide is complete, true, accurate and not misleading in any material respect. We shall not be liable for any error, omission, defect or deficiency in any service or solution, which may result from, but not exclusive to, the Client's failure to provide complete, accurate and current information to Us
 3. You agree to ensure that Your staff are available when required, given reasonable notice, to provide such assistance as we may reasonably require to provide the Services, and that Your staff have the appropriate skills, experience and authority to do so.

3.5 We and Our Affiliates (as defined in clause 16.1 below) will not be prevented or restricted by this Agreement from using any technique, idea, concept or know-how relating to Our or their business activities.

3.6 We will transfer to You Our title in the Deliverables, subject to the following:

1. Client Materials. You will own the copyright in all those Deliverables identified in the Statement of Work as 'Client Materials' subject to the remainder of this clause 3.6 and to payment of amounts due under this Contract. You grant to Us a non-exclusive, royalty-free,

worldwide perpetual right to use, copy, adapt, sub-license and market such Client Materials.

2. The copyright and any other property rights in any materials or software, whether written or machine-readable, created by Us or licensed to Us prior to this Contract or outside this engagement or any subsequent modifications to the same ('Pre-Existing Works') will remain vested in Us or Our licensor, but to the extent that these form a part of any of the Deliverables, You will have a license to use them in accordance with clause 3.6.3 below.
3. We will own the copyright and all other intellectual property rights in all Deliverables which are not identified in the Statement of Work as Client Materials and in all other materials or software created under this Contract whether by or on behalf of Us solely or both parties jointly. Subject to payment of amounts due under this Contract, You will have a non-exclusive, no-transferable license to use these Deliverables (and any Pre-Existing Works to the extent that these form part of the Client Materials) for Your own internal use and only for the purpose for which they were delivered, but You must not provide these Deliverables (or Pre-Existing Works to the extent that these form part of the Client Materials) or copies of them to any third party.
4. Notwithstanding any other provisions of these Terms of Business, the use of any computer software Deliverables which are not Client Materials will be subject to the terms of the software license referred to in the Statement of Work or where no such license is referred to, You may use the software in accordance with the license granted by clause 3.6.3 above.
5. Each party will at the request and reasonable expense of the other execute all such documents and do all such acts as may be reasonably necessary in order to vest in the other the rights granted to the other under this clause 3.6.

4 Warranty of Software Deliverables

1. We will use reasonable efforts to ensure that software-based Deliverables provide the functionality specified in the Statement of Work, according to the acceptance criteria specified. However, due to the inherent qualities of software, Chrobis does not warrant that software-based Deliverables will be completely free from defects, errors or bugs that may arise in live use.
2. Within a period of 30 days (the 'Warranty Period'), should You find any defect, error, bug or deviation in design and functionality contrary to that specified in the Statement of Work, Chrobis will work expeditiously upon notification to fix or resolve these issues for You. This does not include issues related to any third party Client Hosting Service, for which Chrobis can make no guarantee, nor any functionality or design requirements that are not covered in this Agreement and specified in the Statement of Work. The Warranty Period begins on the date the Deliverables are accepted by You and available for use.
3. The Warranty shall be void if any modifications have been made to the Deliverables (code, design, etc), the server, the hardware or any technology related to any of them.

5 Payments

1. Notwithstanding any prices listed in literature or on Web pages, You and Chrobis agree that the Services described in this Contract, shall be completed for the total amount specified in the Statement of Work and You agree to pay this sum. The total amount specified excludes taxes (e.g. VAT) and any third party costs and rechargeable expenses that may be incurred in the delivery of the Services.
2. If any additional work may become required to provide the Services, then prior to commencing such work We will detail exactly the work that falls outside the agreed Services and will provide You with a written estimate of both pricing and timescale for the completion of the work.
3. Payment for Services provided under this Agreement shall be made in accordance with the conditions and payment schedule contained in the Statement of Work.
 1. Unless otherwise specified in the Statement of Work, Invoices shall be due for payment within seven days of issue by Chrobis to Your designated contact address by email. In the event of late payment, we reserve the right to suspend provision of the Services and to charge interest on amounts overdue at a rate of 2% above the base rate of Barclays Bank plc, as published from time to time.
 2. Where a deposit is specified in the Statement of Work, then work on the Agreement will only begin on cleared payment of the deposit.
 3. Both parties agree that any third party services costs are not included in this Agreement and are over and above any monthly package price for the Services. The Client acknowledges that third party cost is beyond Our control. It is the responsibility of the Client to budget for third party spend as appropriate.
4. You agree to pay any reasonable expenses incurred by Us in the execution of Our responsibilities under this Agreement, including travel to and from Your offices where required, the purchase of computer consumables required to provide the Services and such other reasonable expenses directly related to the Services as may be notified.
5. We will inform You in writing in advance if expenses not covered by clause 5.4 will be incurred by any work stipulated under this Agreement or directly related to it.

6 Confidentiality

1. Each of us agrees that the following terms apply when one of us (Discloser) discloses Information to the other (Recipient). Information will be disclosed either: in writing; by delivery of items; by initiation of access to Information, such as may be in a database; or by oral or visual presentation. Information should be marked with a restrictive legend of the Discloser. If Information is not marked with such legend or is disclosed orally, the Information will be identified as confidential at the time of disclosure.
2. This Agreement is the complete and exclusive agreement regarding our disclosures of Information, and replaces any prior oral or written communications between us regarding these disclosures, including any Mutual Non-Disclosure Agreement.

3. For two years following the initial date of disclosure, neither Party shall disclose to any third party without the prior written consent of the other Party any confidential information which is received from the other Party for the purposes of providing or receiving Services which if disclosed in tangible form is marked confidential or if disclosed otherwise is confirmed in writing as being confidential or, if disclosed in intangible form or otherwise, is manifestly confidential. Confidential information will be deemed to include the Statement of Work and the relationship between both Parties under this Agreement. Both Parties agree that any such confidential information received from the other Party may be used by its personnel only for the purposes of providing or receiving Services under this or any other Agreement between both Parties. These restrictions will not apply to any information which:
 - is or becomes generally available to the public other than as a result of a breach of an obligation under this clause;
 - is acquired from a third party who owes no obligation of confidence in respect of the information; or
 - is or has been independently developed by the recipient (or one of its Affiliates) or was known to it or them prior to receipt.
4. Notwithstanding clause 6.3 above, either Party will be entitled to disclose confidential information of the other:
 - to our respective insurers or legal advisors; or
 - to a third party to the extent that this is required by any court of competent jurisdiction, or by a governmental or regulatory authority or where there is a legal right, duty or requirement to disclose, provided that in the case of this sub-clause where reasonably practicable (and without breaching any legal or regulatory requirement) not less than two business days' notice in writing is first given to the other Party.
5. Notwithstanding anything to the contrary, we may disclose information referred to in this clause to any Chrobis Affiliates (as defined in Section 16.1), agents or sub-contractors necessarily involved in the delivery of the Services and may similarly retain the engagement work papers in hard copy or electronic format for our or for our Affiliates', agents' or sub-contractors' use.
6. Without prejudice to 6.2 and 6.3 above, We may cite the performance of the Services to our clients and prospective clients as an indication of our experience, unless we both specifically agree otherwise in writing.

7 Data Protection (GDPR)

1. You agree to provide consent to the retention and processing of data by Us relating to Your business for the purpose of fulfilling Our obligations under this Contract, such data to include as required:
 - Business name, address and website

- Company registration information, including Company Registration and VAT Registration
 - Business banking details (i.e. sort code and account number)
 - Contact details (i.e. contact name, email address and phone number(s), for business related communications).
2. It is not Our intention that such data should be considered as ‘personal data’ in that it relates to an identified or identifiable person and where such data does of necessity identify an individual (e.g. Contact Name), this data is intended to be identifiable of the business and not the individual, and to support normal day to day business contact between Us.
3. We agree to use Your data solely for the purposes of fulfilling the Services described under this Contract, these purposes to include:
- Project communications
 - Financial management of the Contract (including Credit checking, Invoicing and Payment processing i.e. management of Direct Debit mandates)
 - Marketing (e.g. website references, case studies, citations and testimonials) as may be agreed between Us on completion of the Project
4. We may provide agreed data to third parties involved in the delivery of the Services, on a ‘need to know’ basis. Where third parties are involved in the delivery of Services, We shall retain Our responsibilities to You as Data Controller for any data shared.
5. You have the right to withdraw consent to data provision at any time. The withdrawal of consent shall not affect the lawfulness of data processing based on consent before its withdrawal. In the event that You withdraw consent, We will assess the impact of this on Our ability to provide the Services in the absence of the agreed data, and discuss with You to agree a suitable resolution.

8 Termination

1. Either of us may terminate this and any subsequent Agreement immediately in the event that the other commits a serious, grave or material breach or persistent breaches of this Agreement including under-performance, default or neglect of its duties, responsibilities and obligations under this Agreement, and such breach remains unresolved for a period of fourteen days from written notice given by the other Party specifying the breach and requiring its remedy. Either of us may terminate this Agreement by providing one month's written notice to the other.
2. Furthermore, either of us may terminate this and any subsequent Agreement in the event that either of us:
 - is unable to pay, or has no reasonable prospects of paying, their debts, the amount or aggregate amount of which equals or exceeds the bankruptcy level within the meaning of the Insolvency Act 1986, or

- being a company becomes subject to an administration order, or goes into liquidation, (other than for the purpose of amalgamation or reconstruction), or
 - has a receiver appointed to administer any of its property or assets, or
 - ceases to carry on business and has been dissolved or struck off the Companies House Registry if the client is a commercial trader, or
 - is dissolved or ceases to exist as a public body, if the client is a public organisation, or
 - makes any voluntary agreement or enters into a compromise for the benefit of its creditors, or
 - fails to make payment in accordance with the terms of this Agreement.
3. In the event of breach or default under this Agreement, We shall have the right to terminate this Agreement and to terminate hosting of the Client's website and any other services. The Client shall have no right to a refund of any kind and will be responsible for all costs and legal fees incurred by Us in connection with Client's breach of this Agreement.
 4. On the termination of this Agreement, You agree to pay for all Services provided up to the date of termination, and where we terminate on notice, or for breach, for any costs incurred as a result of the early termination of the Services. Any completed Deliverables already delivered to You or test examples of Deliverables not already paid for by You will be returned to Chrobis. You shall not retain any copies of the returned Deliverables, parts thereof or test examples of the Deliverables.
 5. Any termination of this Agreement shall be without prejudice to any rights accrued in favour of either of us in respect of any breach committed prior to the date of this Agreement. Should You wish to terminate this Agreement without any of the grounds for termination stated above, You shall be required to pay Chrobis fifty percent of the outstanding total cost within twenty eight days of your declaration to do so for this Agreement to be mutually terminated.

9 Liability

1. Other than your obligation to make payments under this Contract, each Party's and its Affiliates' entire and collective liability to the other Party and its Affiliates arising under or in connection with this Agreement and the Services, whether in contract, tort (excluding without limitation negligence), statute or otherwise, will, to the extent permissible by law, be limited to the payment of damages and will not exceed in total the lesser of £2,500 or the fees paid by You under this Agreement.
2. Neither of us shall be liable to the other under this Agreement, whether in contract, tort, or otherwise (including negligence), pre-Agreement or other representations (other than fraudulent or negligent misrepresentations) or otherwise for any loss of business, contracts, profits or anticipated savings or for any indirect or consequential or loss whatsoever.

3. You agree to indemnify Us against any claims, damages, losses, costs and expenses which We may sustain or incur in relation to any content and materials which You provide, such indemnity applying in respect of any claims for any breach of applicable law or regulation or any infringement of any intellectual property rights.
4. You agree to hold Us or Our agents harmless from and against any and all claims and damages, expenses or liability that arise from or in connection with the Client's website, content or activities, including but not limited to, any legal fees incurred by Us. The Client, at its own cost and expense, shall defend any and all actions, which may be brought by Us. The Client's failure to perform under the terms of this paragraph shall be deemed a waiver of any and all claims, demands for remedies, or causes of action, including specific performance, which the Client might otherwise have against Us or Our agents.
5. You acknowledge that it is for You to ensure that the Deliverables do not infringe the laws of any jurisdiction within which they are actively promoted by You.
6. We agree to indemnify You against any claims, damages, losses, costs and expenses which You may sustain or incur in relation to breaches of sections 6.2 and 6.3 of this Agreement committed by Us.
7. Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from the negligence of either Party, their servants, agents, Affiliates, employees or sub-contractors.

10 Ecommerce Laws

1. You agree that You are solely responsible for complying with any laws, taxes, and fees applicable in any way to the Services contemplated herein, and will hold harmless, protect, and defend Chrobis and its Affiliates, agents, employees or subcontractors from any claim, suit, penalty, tax, fine, penalty, or fee arising from Your exercise of Internet electronic commerce and/or any failure to comply with any such laws, taxes, and fees.
2. You agree to comply with all applicable export and import laws and regulations.
3. We agree to observe all relevant UK and EC regulations currently in force with regard to distance selling, the use of cookies and obtaining of marketing consents via commercial websites.

11 Copyright of Trademark Materials and Software Deliverables

1. The Client agrees to hold no ownership rights to development code of Leased or Subscription Solutions or Services or any other software solution developed.
2. Chrobis will own the copyright to any completed Deliverables, including, where relevant, software source code, that are produced by Chrobis. You will be assigned rights to use the Deliverables once full and final payment under this Agreement and any additional charges incurred have been paid. You may distribute freely any copyrighted material produced by Chrobis only for use in Your primary business. Material provided by and owned by You will remain Your property.

3. You undertake to secure all copyright and any other appropriate licences, clearance or consents where required for any third party content and that for materials provided by You, appropriate third party permission has been granted for such use on behalf of their business. Such material will remain the copyright property of the third party. The Client represents and warrants that there is no impediment to the Client's performance of its obligations under this Agreement.
4. You grant to Us an unlimited license to use all items described herein, in all Internet formats now known or devised in the future. Licensing rights for all items described herein, except those deemed proprietary to the Client, are assigned to Us. The Client also warrants that they will save and hold harmless Chrobis Limited, its agents, suppliers or affiliates from any and all copyright infringement judgments resulting from the unlawful use of images and property listed.
5. You acknowledge that You have no copyright or any other claim nor any rights, title or interest in or to the web development (or other) code of any leased or subscription solutions provided by Us, or in or to any other works or materials provided by Us or to any web solution developed by Us. For its part, We shall have no right, interest or claim whatsoever in or to the Client's trade name, trademark, or logo, or to the external graphic design of any web site specifically designed for the Client.
6. We shall not make any claim to Your content, materials or services during or after the expiry of this Agreement.
7. We shall not make any claim to Your trademarks or register or cause to be registered or apply for a materially similar trademark or imitation of a trademark during or after the expiry of this Agreement.
8. We shall not register or cause to be registered any company name materially similar to Yours.
9. We shall not register or cause to be registered any domain name materially similar to that owned or used by You, except where You specifically request that Chrobis register domain names similar on Your behalf in order to prevent their registration and use by third parties, or directly for You. In this case all reasonable fees and expenses incurred in registration of such domain names shall be payable by You.
10. At the end of this Agreement, We will transfer all registration details at Your own cost and upon Your request, including but not limited to technical and administrative details and title to the registered domain names to You.
11. Software-based Deliverables will contain a copyright statement or link to a copyright statement where appropriate, a discretely placed Chrobis logo linking to Chrobis's website and an 'About this site' page, detailing the technical specifications of the site.

12 Notices

1. Any notices given by either of us under this Agreement shall be served on the other and addressed to the appropriate signatory by personal delivery, pre-paid recorded delivery,

first-class post, email or facsimile transmission to the receiver at the contact addresses stated in the Statement of Work , or such subsequent addresses as may be notified.

2. Any such notice shall be deemed to be effectively served as follows:

- In the case of service by pre-paid recorded delivery or first-class post 48 hours after posting.
- In the case of service by email, or facsimile transmission by the attachment of 'read receipts', the notification of which to the sender will be deemed as formal notification of receipt

13 Assignment

Neither of us may assign or otherwise transfer this Agreement or any rights, duties and obligations hereunder without the prior consent in writing of the other.

14 Force Majeure

Neither of us shall be liable for delay or failure to perform any obligation under this Agreement if the delay or failure is caused by any circumstances beyond its reasonable control, including but not limited to Acts of God, war, civil disorder or industrial dispute. If such delay or failure continues for a period of at least thirty days, the Party not subject to the force majeure shall be entitled to terminate this Agreement by notice in writing to the other.

15 Joint Venture or Partnership

Nothing in this Agreement shall be construed as creating a partnership, joint venture or an agency relationship between us and neither of us shall have the authority or power to bind the other or to Agreement in the name of or create a liability against the other.

16 Non-Solicitation

You agree that during delivery of the Services and for a further period of one year after completion, You will not directly or indirectly solicit or induce any Chrobis employees to leave Our employment, whether to work on a freelance or consultancy basis or to be directly employed by You.

17 General

1. In this Contract, 'Affiliate' means any commercial or other entity which from time to time controls, is controlled by or is under common control with the relevant Party, where 'control' means having the ability to control the management and policies of that entity.
2. We reserve the right to employ agents or sub-contractors to assist in the delivery of any part of the Services.
3. Failure by either of us to enforce any accrued rights under this Agreement is not to be taken as or deemed to be a waiver of those rights unless the waiving Party acknowledges the waiver in writing.

4. The paragraphs, sub-paragraphs and clauses of this Agreement shall be read and construed independently of each other. Should any part of this Agreement or its paragraphs, sub-paragraphs or clauses be found invalid, it shall not affect the remaining paragraphs, sub-paragraphs and clauses.
5. No addition to or modification of any clause in this Agreement shall be binding on the Parties unless made in written form and signed by the signatories to this Agreement or their duly authorised representatives.
6. This Agreement sets out our entire agreement and understanding and is in substitution of any previous written or oral agreements between us.
7. You confirm that to the best of their knowledge and belief that any content and materials supplied by You as part of this Agreement are not blasphemous, defamatory or obscene and do not breach any applicable law or regulation in the jurisdiction.
8. Nothing in this Agreement shall prevent us from providing services for other clients.

18 Governing Law

1. Only a written agreement signed by both of us can modify this Agreement. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.
2. This Agreement will be governed by and interpreted in accordance with the laws of England. Both of us consent to the application of the laws of England to govern, interpret, and enforce all of Your and our rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.
3. Should any dispute arise between us, we agree to attempt to resolve the dispute in good faith by senior level negotiations. Any dispute or difference arising out of or in connection with this Agreement that cannot be agreed or acknowledged by either or both of us shall be determined by the appointment of a single arbitrator to be agreed between us, or failing agreement within fourteen days, after either of us has given to the other a written request concur in the appointment to of an arbitrator, by an arbitrator to be appointed by the President or a Vice President of the Chartered Institute of Arbitrators. Both of us agree to be bound by the decision of the third party arbitrator in such an event occurring.

Chrobis Limited is registered in England & Wales under registration number 7029405 with registered office address at 83 Chartered House, Pulman Close, Redditch, England, B97 6HR.