

## Worldweaver Limited Terms and Conditions

### 1 INTERPRETATION

- 1.1 In these Conditions, the following definitions apply:  
**Business Day** – a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.  
**Charges** – the charges payable by you for the supply of Services.  
**Conditions** – these terms and conditions as amended from time to time in accordance with clause 11.6.  
**Contract** – the contract between us and you for the supply of Services in accordance with these Conditions.  
**Contract Schedule** – the page on our headed notepaper attached to or otherwise incorporating these Conditions.  
**Intellectual Property Rights** – all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.  
**Quotation** – the written quotation from us to you describing the Services, as amended from time to time by written agreement signed by both parties.  
**Services** – the services supplied by us to you as set out in the Quotation.  
**we or us** – Worldweaver Limited (registered number 3227225) and **our** shall be construed accordingly.  
**you** – the person or firm who purchases Services from us.  
1.2 In these Conditions, the following rules apply:  
1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); and  
1.2.2 a reference to **writing** or **written** includes faxes and e-mails.

### 2 BASIS OF CONTRACT

- 2.1 The Contract shall come into existence on the date that both parties sign the Contract Schedule, or, if the Contract Schedule is not signed by you, the earlier of the date on which you send the first payment of the Charges and the date we begin providing the Services.  
2.2 The Contract constitutes the entire agreement between the parties. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us that is not set out in the Contract.  
2.3 Any samples, drawings, descriptive matter or advertising issued by us, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.  
2.4 These Conditions apply to the Contract to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.  
2.5 The Quotation shall not constitute an offer, and is only valid for the period of time stated in it.

### 3 SUPPLY OF SERVICES

- 3.1 We shall supply the Services to you in accordance with the Quotation in all material respects.  
3.2 We shall use all reasonable endeavours to meet any performance dates specified in the Quotation, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.  
3.3 We shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and we shall notify you in any such event.  
3.4 We warrant to you that the Services will be provided using reasonable care and skill.

### 4 YOUR OBLIGATIONS

- 4.1 You shall:  
4.1.1 ensure that the terms of the Quotation are complete and accurate;  
4.1.2 co-operate with us in all matters relating to the Services;  
4.1.3 provide us with such information and materials as we may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects; and  
4.1.4 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start.  
4.2 If our performance of any of our obligations under the Contract is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation (**Customer Default**):  
4.2.1 we shall without limiting our other rights or remedies have the right to suspend performance of the Services until you remedy the Customer Default, and to rely on the Customer Default to relieve us from the performance of any of our obligations to the extent the Customer Default prevents or delays our performance of any of our obligations;  
4.2.2 we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations as set out in this clause 4.2; and  
4.2.3 you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default.

### 5 CHARGES AND PAYMENT

- 5.1 The Charges for the Services are set out in the Quotation and have been calculated on a time and materials basis.  
5.2 In the event that the Quotation estimates a number of days in which the Services will be provided:  
5.3 the Charges shall be calculated in accordance with our standard daily fee rates, as set out in the Quotation or if no such rate is set out in the Quotation, the standard daily fee rate shall be £500 for each individual;  
5.3.1 our standard daily fee rates for each individual are calculated on the basis of an eight-hour day from 9.00 am to 6.00 pm worked on Business Days;  
5.3.2 we shall be entitled to charge an overtime rate of 150 per cent of the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom we engage on the Services outside the hours referred to in clause 5.3.1; and  
5.3.3 we shall be entitled to charge you for any expenses reasonably incurred by the individuals whom we

## Worldweaver Limited Terms and Conditions

engage in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by us for the performance of the Services, and for the cost of any materials.

**5.4** We reserve the right to increase our standard daily fee rates, provided that such charges cannot be increased more than once in any 12 month period. We will give you written notice of any such increase at least 3 months before the proposed date of the increase. If such increase is not acceptable to you, you must notify us in writing within 4 weeks of the date of our notice and we shall have the right without limiting our other rights or remedies to terminate the Contract by giving 4 weeks' written notice to you.

**5.5** We shall invoice you on the dates set out in the Quotation.

**5.6** If the Quotation states specific dates on which the Charges are due, you shall pay such Charges on such dates.

**5.7** You shall pay each invoice submitted by us:

**5.7.1** within 30 days of the date of the invoice, or within such other timescale as may be specifically provided in the Quotation or agreed by us in writing; and

**5.7.2** in full and in cleared funds to a bank account nominated in writing by us, and

**5.7.3** time for payment shall be of the essence of the Contract.

**5.8** All amounts payable by us under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by us to you, you shall, on receipt of a valid VAT invoice from us, pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

**5.9** Without limiting any other right or remedy we may have, if you fail to make any payment due to us under the Contract by the due date for payment (**Due Date**), we shall have the right to charge interest on the overdue amount at the rate of 4 per cent per annum above the then current Barclays Bank plc's base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

**5.10** You shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and you shall not be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part. We may, without limiting our other rights or remedies, set off any amount owing to us by you against any amount payable by us to you.

### **6 INTELLECTUAL PROPERTY RIGHTS**

**6.1** If you are to supply us with any of your Intellectual Property Rights (**Your IPRs**) in order for us to provide the Services, you hereby grant to us a royalty free licence to use Your IPRs to the extent necessary to enable us to provide the Services. If this Contract is terminated, this licence will automatically terminate.

**6.2** You acknowledge that, in respect of any third party Intellectual Property Rights, your use of any such Intellectual Property Rights is conditional on us obtaining a written licence from the relevant licensor on such terms as will entitle us to license such rights to you.

**6.3** Save in respect of Your IPRs, any Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by us and will be deemed transferred to you on our receipt of payment in full of the Charges.

### **7 CONFIDENTIALITY**

**7.1** If we have entered into a confidentiality agreement with you, the terms of that agreement shall continue in full force and effect. If we have not entered into a confidentiality agreement with you, the following clause shall apply.

**7.2** A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 7 shall survive termination of the Contract.

### **8 LIMITATION OF LIABILITY: your attention is particularly drawn to this clause**

**8.1** Nothing in these Conditions shall limit or exclude our liability for:

**8.1.1** death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;

**8.1.2** fraud or fraudulent misrepresentation; or

**8.1.3** breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

**8.2** Subject to clause 8.1:

**8.2.1** we shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

**8.2.2** our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Charges.

**8.3** Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

**8.4** This clause 8 shall survive termination of the Contract.

### **9 TERMINATION**

**9.1** Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

**9.1.1** the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing of the breach; or

## Worldweaver Limited Terms and Conditions

**9.1.2** the other party suspends or threatens to stop or suspend payment of all or a material part of its debts, is unable to pay its debts as they fall due, goes into bankruptcy or liquidation (except, in the case of a company, for the purpose of re-construction or amalgamation), has a receiver, administrator or administrative receiver, or examiner appointed over any of its assets or makes any voluntary arrangement with its creditors generally or if any event occurs or proceeding is taken, with respect to the other party, in any jurisdiction to which it is subject, that has an effect equivalent or similar to the events referred to in this clause 9.1.2.

**9.2** Without limiting our other rights or remedies, we may terminate the Contract with immediate effect by giving written notice to you if you fail to pay any amount due under this Contract on the due date for payment.

**9.3** Without limiting our other rights or remedies, we shall have the right to suspend provision of the Services under the Contract or any other contract between you and us if you become subject to any of the events listed in clause 9.1.2, or we reasonably believe that you are about to become subject to any of them, or if you fail to pay any amount due under this Contract on the due date for payment.

### 10 CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

**10.1** you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt;

**10.2** the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry;

**10.3** any Intellectual Property Rights owned by you and which you have provided to us for the purposes of providing the Services shall be returned to you; and

**10.4** clauses which expressly or by implication have effect after termination shall continue in full force and effect.

### 11 GENERAL

**11.1** Force majeure:

**11.1.1** For the purposes of this Contract, **Force Majeure Event** means an event beyond our reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving our workforce or that of any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

**11.1.2** We shall not be liable to you as a result of any delay or failure to perform our obligations under this Contract as a result of a Force Majeure Event.

**11.1.3** If the Force Majeure Event prevents us from providing any of the Services for more than 4 weeks, we shall, without limiting our other rights or remedies, have the right to terminate this Contract immediately by giving written notice to you.

**11.2** Notices:

**11.2.1** Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party

personally or sent by post, recorded delivery or by commercial courier, at its principal place of business, or, for any notices other than regarding termination of the Contract, sent by email to the other party's email address as set out in the Contract Schedule or as notified by that party to the other from time to time.

**11.2.2** This clause 11.2 shall not apply to the service of any proceedings or other documents in any legal action.

**11.3** Severance:

**11.3.1** If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

**11.3.2** If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**11.4** Waiver: A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise.

**11.5** No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

**11.6** Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by us.

**11.7** Governing law and jurisdiction: The Contract, 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, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.