TERMS AND CONDITIONS OF BUSINESS

1. **Scope of the Contract**

1.1 Deep is a design agency whose work includes brand strategy, brand identity, naming, brand positioning, print, editorial and digital design, website strategy, website design, website build, website maintenance and hosting, design and production of content, photography, videography, illustration and animation, services relating to the design of corporate events materials, the marketing, advertising and promotion of its clients' goods and/or services and its clients' brand. and/or other services

1.2 These Terms and the Statement of Work shall govern the agreement between Deep and the Client in respect of any Project and shall supersede and exclude any other agreement or arrangement (whether in writing or not) between the parties or any implied terms.

1.3 Deep may agree modifications to these Terms, but such modifications must be specified in the Statement of Work or the Scope Change. If any of these provisions conflict with any special terms that are expressly agreed as part of the Statement of Work or the Scope Change, then the special terms shall take precedence.

1.4 The Contract shall commence on the approval of the Statement of Work, by the Client signing a copy of it or giving written approval to the commencement of the Services (Commencement Date). The Contract shall continue until the Final Deliverable is made available to the Client, unless terminated earlier in accordance with clause 13 (Termination).

2. **Interpretation**

2.1 The definitions and rules of interpretation in the Schedule shall apply in these Terms.

2.2 The Schedule forms part of these Terms and shall have effect as if set out in full in the body of these Terms. Any reference to these Terms includes the Schedule.

3. **Deep's obligations**

3.1 Deep shall use reasonable endeavours to supply the Services to the Client with reasonable skill and care, in accordance with the Contract, unless Deep is prevented from doing so for reasons beyond its control.

3.2 Deep shall use reasonable endeavours to meet the Timescales, but any such Timescales shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 Deep reserves the right to amend the Statement of Work if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Deep shall notify the Client in any such event.

3.4 Deep reserves the right to engage third parties and/or subcontractors in connection with the provision of the Services and to disengage or change them for other providers from time to time. Deep may notify the Client of the identity and obtain the approval of the Client to the appointment of such providers when requested. Deep shall not accept any liability or give any guarantee, warranty or indemnity to the Client as to the quality of the services provided by such providers approved by the Client.

3.5 Where the Client approves or requires that part of the Services are to be provided by a third party supplier selected by the Client, then Deep shall not be responsible for any impact on the Services or the delivery of any Deliverable in the event of any delay or any failure of performance by such third

party supplier.

4.   Client's obligations

4.1   The Client shall:

(a)   ensure that the terms of the Contract and the Statement of Work are complete and accurate;

(b)   provide Deep with such information and materials as Deep may require in order to supply the Services and shall ensure that such information is complete and accurate in all respects; and

(c)   co-operate with Deep in all matters relating to the Services, and to approve and sign off any work, the Deliverables and/or the Final Deliverable in a timely manner. The Client agrees that Deep's ability to meet the Timescales is contingent upon the Client's timely performance of its decisions and approvals. If Deep's performance of its obligations under the Contract are prevented or delayed by any act or omission of the Client or its representatives, agents or employees then, without prejudice to any other right or remedy it may have, Deep shall be entitled to a reasonable extension of time to perform its obligations and any Timescales shall be amended accordingly;

4.2   The Client warrants that on each day of the Contract's term that it owns or holds the necessary licences or consents in respect of materials supplied by it to Deep in connection with the provision of the Services (**Client Materials**). If the Client does not hold such licences or consents, then it shall indemnify Deep against all costs, claims, liabilities and losses in this regard.

4.3   Where the Client intends to use a font or typeface (**Font Software**) to be used in connection with a Deliverable, the Client shall at its own cost obtain a licence from the proprietor of the Font Software for its use and shall pay to that proprietor all fees applicable for the use of the type of Font Software in the Deliverable by the Client. The Client shall be responsible for the timely renewal of any such licence and payment of any licence fee. The Client shall be responsible for all costs associated with obtaining and renewing such licences including, but not limited to, legal costs, and expenses. The Client shall not use the Font Software contrary to the relevant licence obtained by the Client in accordance with this clause 4.3.

4.4   In the event that third parties are engaged by the Client in relation to work ancillary to the provision of the Services, take reasonable steps to ensure that such third parties co-operate fully with Deep.

5.   Scope Change

5.1   Subject to clause 5.4, if the Client wishes to propose changes to the Statement of Work, it shall notify Deep in writing and provide as much detail as Deep reasonably requires of the proposed changes and Deep shall, as soon as reasonably practicable, provide a document which sets out the specific changes to those particulars set out in clause 5.2 (**Scope Change**) to the Client.

5.2   The Scope Change shall set out the proposed changes to the Statement of Work and the effect those changes will have on:

(a)   the Services;

(b)   the Deliverables;

(c)   the Fee;

(d)   the Timescales;

(e)   the Territory;

(f)   the terms of the Contract; and/or

(g)   any other specific requirements of the Project to be undertaken by Deep.

5.3   The proposed changes set out in the Scope Change pursuant to clause 5.2 shall come into effect once a copy of the Scope Change has been signed by the Client and the Statement of Work and the Contract shall be amended accordingly.

5.4   Deep may at its sole discretion approve the Client's proposed changes to the Statement of Work pursuant to clause 5.1 in writing, without providing a Scope Change to the Client.

5.5   Any Project will be deemed to be suspended until further written agreement between the parties (**Suspended**) if the Client has not given substantive and irrevocable instructions in response to a request for them by Deep for a period of twenty (20) Business Days or more.

5.6   In the event of any event beyond Deep's control concerning the availability of elements of the Services specified in the Statement of Work, Deep will notify the Client and the parties shall use reasonable endeavours to agree an alternative and record the agreement in a Scope Change. In the event that agreement cannot be reached then either party may terminate the Contract by giving not less than twenty (20) Business Days in writing.

5.7   Where any Project is terminated in accordance with clause 5.4 or is deemed to have been Suspended in accordance with clause 5.5, Deep may at its discretion retain all or some of the sums paid on account of any Fee and shall render an invoice in respect of such Fee. The parties agree that Deep may, at its discretion, accept any sums retained pursuant to this clause 5.7 as liquidated damages, which the parties agree to be reasonable and proportionate.

6.   Fee and payment

6.1   The fee for the Services shall be as set out in the Statement of Work or the Scope Change (**Fee**). Any agreed additional work or modifications to the Services outside the scope of the Statement of Work shall be charged in accordance with the relevant Scope Change.

6.2   Deep shall be entitled to charge the Client for any expenses incurred by Deep in connection with the provision of the Services.

6.3   Deep shall be entitled to charge the Client for the cost of services provided by third parties and subcontractors engaged by Deep in connection with performance of the Services, and for the cost of materials and expenses incurred by such third parties and subcontractors, together with an administrative fee of 10% on such costs and expenses, plus an uplift of up to 20% in respect of any associated production costs.

6.4   The Fee together with any additional charges and expenses made pursuant to these Terms shall constitute the contract price (**Contract Price**).

6.5   Deep may increase the Contract Price with immediate effect by giving written notice to the Client where there is an increase in the direct cost to Deep of supplying the relevant Services and which is due to any factor beyond the control of Deep.

6.6   Deep reserves the right to require all or part of the Contract Price to be paid in advance before commencing the work.

6.7   Where any fee is payable to a third party in respect of licences to use such third party's materials, including, but not limited to, font and typography licences pursuant to clause 4.3, the Client shall be responsible to pay such fees directly to the relevant provider.

6.8   Deep reserves the right to withhold delivery of the Services and any Deliverables (including the Final Deliverable), until any payments that are due have been paid in full.

6.9   Should the scope of the Project change, Deep reserves the right to amend the Fee by way of a Scope Change.

6.10   Deep shall invoice the Client in accordance with the Statement of Work. The Client shall pay each invoice submitted by Deep within twenty (20) Business Days of the date of the invoice, unless otherwise specified by Deep to the Client in writing. Time for payment shall be of the essence of the Contract.

6.11   In the event that the Contract is terminated by either party in accordance with clause 5.5, the Client shall pay the Fee calculated to the point that the Contract is terminated, including any expenses which have already been incurred.

6.12   If the Client fails to pay any amount due to Deep by the due date, then without limiting any other remedies Deep may have, the Client shall pay interest on the overdue sum from the due date until payment, whether before or after judgment. Interest under this clause 6.12 shall accrue each day at five per cent (5%) a year above the Bank of England's base rate from time to time.

6.13   All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7.   Intellectual Property

7.1   Nothing in the Contract shall affect the ownership of Intellectual Property Rights existing prior to the Contract or generated, owned or controlled by Deep in the course of providing the Services (**Pre-Existing IPR**) other than those created wholly and exclusively for the Final Deliverable (**Bespoke IPR**).

7.2   Subject to clause 7.6, on the Client's acceptance of the Final Deliverable and receipt by Deep of the Contract Price in full, Deep shall grant to the Client:

    (a)   a non-exclusive, non-transferable and royalty-free licence to use the Pre-Existing IPR in the Final Deliverable; and

    (b)   an exclusive licence to use the Bespoke IPR exclusively for the Final Deliverable.

7.3   Where a licence is granted pursuant to clause 7.2(a) or 7.2(b), it shall be used for such purposes as are necessary for the Client to use the Final Deliverable (but not further or otherwise) and shall not include a right to adapt or modify such Final Deliverable.

7.4   For the avoidance of doubt, Deep shall remain the owner of:

    (a)   all Pre-Existing IPR; and

    (b)   all Intellectual Property Rights in any Deliverables (including a Final Deliverable) not selected by the Client.

7.5   Deep shall have exclusive possession of the Deliverables for so long as it requires them in order to provide the Services and so long thereafter as any amount of the Contract Price remains unpaid.

7.6   Subject to the licence to use the Pre-Existing IPR pursuant to clause 7.2(a), no Intellectual Property Rights created by Deep prior to the commencement of the Contract with the Client, and which are then used in the Final Deliverable or the Services, will pass to the Client.

7.7 The Client shall not, without the express prior written consent from Deep, use any work arising from the Services for any purpose outside the scope of the Project as set out in the Statement of Work.

7.8 If the Client fails to make any payment due to Deep by the due date, then the licences referred to in clause 7.2 shall be suspended until all outstanding payments have been received by Deep in full.

7.9 Deep reserves and asserts all of its moral rights in the Services and the Deliverables.

7.10 The Client shall be responsible for entering into and maintaining any direct licence of any software used to deliver or third party materials which are incorporated into the Deliverables and/or the Final Deliverable, and for the payment of any licence fees and renewal fees. Deep shall not be responsible for the failure of the Client to hold the necessary licence(s).

7.11 The Client shall give reasonable attribution to Deep as the author of any Deliverables and/or the Final Deliverable wherever appropriate, and agrees that elements of a Deliverable and/or the Final Deliverable may be showcased by Deep.

7.12 Each party will, at the cost of the Client, execute such documents and do such things as are reasonably necessary to give effect to this clause 7.

7.13 The Client shall ensure that its own design work and/or materials are original and nothing in the performance of the Services will knowingly infringe any right whatsoever of any third party, including the Intellectual Property Rights of any third party.

7.14 The Client shall indemnify Deep in full against any losses, damage, liability, costs and expenses (including professional fees) incurred by Deep as a result of any action, demand or claim that use of the Client's materials in the provision of the Services infringes the Intellectual Property Rights of any third party.

8. Website development, hosting and maintenance

8.1 Deep may provide website development, hosting and maintenance services to the Client in accordance with the Statement of Work and/or Scope Change.

8.2 Where it has been agreed that Deep will provide website hosting or maintenance services pursuant to clause 8.1, such services shall be charged in accordance with the rates set out in the rate card for website hosting or maintenance from time to time which shall be notified to the Client (**Hosting & Maintenance Rate Card**).

8.3 Where website hosting services are provided to the Client pursuant to clause 8.1, the Contract shall incorporate the of the hosting terms with Deep (**Hosting Terms**). The Hosting Terms shall incorporate the Hosting & Maintenance Rate Card as amended from time to time a distinction is drawn.

8.4 Where website maintenance services are provided to the Client pursuant to clause 8.1, the Contract shall incorporate the of the terms of the maintenance agreement with Deep (**Maintenance Agreement**). The Maintenance Agreement shall incorporate:

   (a) the schedule of maintenance works to be undertaken by Deep; and

   (b) the Hosting & Maintenance Rate Card as amended from time to time.

8.5 Deep may use third party licensed software or third party materials in the provision of the Services. Any such use is personal to Deep. The Client shall obtain its own licence(s) accordance with clauses 4.3, 6.7 or 7.10 in respect of software or third party materials used in connection with hosted services.

8.6 The Client acknowledges that any new inventions, designs or processes which evolve in the provision

of the Services, unless in relation to website or software development otherwise agreed, shall belong to Deep.

8.7 The Client shall be responsible to ensure that any agreed specification contains full details of and reflects the Client's business and/or financial requirements in relation to any website development commissioned by the Client.

8.8 The Client acknowledges that any website developed by Deep shall only be compatible or tolerable with the platforms, browsers and operating systems set out in the Statement of Work and/or Scope Change, and/or the Maintenance Agreement, as applicable, the website will only operate to any performance benchmark set out in such document(s).

8.9 On delivery of any Deliverable or the Final Deliverable of any website development by Deep, the Client shall carry out acceptance testing for the purpose of confirming that the website has been successfully completed in accordance with the Statement of Work, Hosting Terms and/or Maintenance Agreement. Where not otherwise stated, such acceptance testing shall be concluded within five (5) Business Days of delivery.

8.10 The Client shall report any errors to Deep within five (5) Business Days of delivery, including any additional information which may be relevant to correct the error. If the Client fails to notify Deep within this timeframe, then the website shall be deemed accepted by the Client.

8.11 Where clause 8.10 shall apply, Deep shall use reasonable endeavours to correct any errors and supply a corrected version of any website developed by Deep to the Client as soon as reasonably practicable.

8.12 If any of the provisions in this clause 8 shall conflict with any special terms that are expressly agreed in the Statement of Work and/or Scope Change, then such special terms shall take precedence.

9. Processing of Protected Data

9.1 The parties agree that the Client is a Controller and that Deep is a Processor for the purposes of processing Protected Data pursuant to the Contract. If any of the provisions of the Statement of Work, Hosting Terms and/or Maintenance Agreement shall conflict with this clause 9 respect of hosted services, the provisions shall have precedence in the following order: Statement of Work, Hosting Terms, Maintenance Agreement and this clause 9.

9.2 The Client shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data.

9.3 The Client shall ensure that all instructions it gives to Deep in respect of Protected Data shall at all times be in accordance with all Data Protection Laws. Nothing in the Contract relieves the Client of any responsibilities or liabilities under any Data Protection Laws.

9.4 Deep shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract.

9.5 The Client shall indemnify, and keep indemnified, Deep against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a Data Protection Supervisory Authority) arising out of or in connection with any breach by the Client of its obligations under this clause 9.

9.6 Deep shall implement and maintain appropriate technical and organisational measures to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

9.7   Deep shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to any country or territory outside the United Kingdom, EEA or United States of America or to any third parties without the prior written authorisation of the Client.

9.8   On completion of the provision of the Services relating to the processing of Protected Data, Deep shall either return all of the Protected Data to the Client or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires Deep to store such Protected Data. This clause 9 shall survive termination or expiry of the Contract.

10.   Confidentiality

10.1   Each party undertakes that it shall not at any time during the Contract, and for a period of seven (7) years after termination or expiry of the Contract, disclose to any person any Confidential Information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 10.2.

10.2   Each party may disclose the other party's Confidential Information:

(a)   to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this clause 10; and

(b)   as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.3   No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

11.   Limitation of Liability

11.1   References to liability in this clause 11 include every kind of liability arising under, or in connection with, the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

11.2   Nothing in this clause 11 shall limit the Client's liability or the Client's payment obligations under the Contract.

11.3   Subject to clause 11.5, Deep's liability shall not exceed the sums actually received by Deep from the Client in the twelve (12) months preceding the event giving rise to such liability under the Contract, or such other sums as may be claimed by Deep under any insurance policy it holds.

11.4   Subject to clause 11.5, Deep shall not be liable for any:

(a)   loss of profits;

(b)   loss of sales or business;

(c)   loss of agreements or contracts;

(d)   loss of anticipated savings;

(e)   loss of use or corruption of software, data or information;

(f)   loss of or damage to goodwill; and

(g)   indirect or consequential loss

incurred or suffered by the Client or any third party which has arisen under or in connection with the Contract.

11.5   Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

(a)   death or personal injury caused by negligence;

(b)   fraud or fraudulent misrepresentation; and

(c)   any other loss which cannot be excluded by law.

11.6   The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

11.7   Subject to clause 11.4(a), Deep's total liability under the Contract shall not exceed the sums actually paid by the Client under the Contract.

12.   Compliance with Laws

12.1   The Client shall ensure that each Project made available to the public (including publication), shall, in all material respects:

(a)   comply with all applicable laws, regulations, industry standards and codes of practice in the Territory; or

(b)   not infringe the IP Rights or proprietary rights of any third party.

12.2   If either Deep or the Client becomes aware that there is risk that any Project is not in compliance with clause 12.1, each shall promptly notify the other, and the Client shall forthwith withdraw the Project from the Territory. Any consequential changes to a Project shall be at the Client's cost unless the problem was due to the act or omission of Deep which had not been approved by the Client.

12.3   The Client warrants that Deep's possession and use of the Client Materials in the exercise of Deep's obligations under this Agreement and the publication of any Final Deliverable shall:

(a)   comply with all applicable laws, regulations, industry standards and codes of practice in the Territory;

(b)   not infringe the IP Rights or proprietary rights of any third party.

12.4   The Client shall indemnify Deep against all damages, losses and expenses (including reasonable legal expenses) arising as a result of any action or claim against Deep, directly or indirectly arising (in whole or in part) out of a breach by the Client of clause 12.3.

13.   Termination

13.1   Deep may terminate the Contract at any time by giving not less than twenty (20) Business Days' written notice to the Client if:

(a)   the Client fails to pay any amount due to Deep by the due date and remains in default for five (5) Business Days;

(b)   subject to clause 13.1(a), the Client commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within ten (10) Business Days of

being notified in writing to do so;

(c)   the nature of the Services has materially changed without Deep's agreement;

(d)   there is a change of Control of the Client;

(e)   in Deep's opinion, the relationship with the Client has broken down or the continuing relationship with the Client might damage the goodwill or reputation of Deep;

(f)   the Client's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy;

(g)   an application or an order is made for the appointment of an administrator, receiver or equivalent or a notice of intention to appoint an administrator, receiver or equivalent is given; or

(h)   the Client repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract.

13.2   On termination of the Contract pursuant to clause 13.1, the Client shall not be entitled to any Intellectual Property Rights to any Deliverable or the Final Deliverable and shall immediately cease to use any Deliverable or the Final Deliverable and any licence granted pursuant to clause 7.2 shall immediately cease.

13.3   Where any licence granted pursuant to clause 7.2 shall be subject to a continuing Fee, such licence shall immediately be suspended upon such Fee being ten (10) Business Days in arrear. Such licence shall terminate on a continuing Fee being twenty (20) Business Days in arrear. The provisions of this clause are without prejudice to clause 6.13.

13.4   On termination or expiry of the Contract, the Client shall pay immediately to Deep all of Deep's outstanding unpaid invoices and any interest and, in respect of the Services supplied but for which no invoice has been submitted, Deep may submit an invoice which shall be due and payable on receipt by the Client. This includes work undertaken by any third parties or subcontractors and all expenses and third party costs commissioned by Deep but which cannot be cancelled.

14.   Notices

14.1   Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

14.2   Any notice or communication shall be deemed to have been received:

(a)   if delivered by hand, at the time the notice is left at the proper address; or

(b)   if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

14.3   This clause 13 does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15.   General

15.1   Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract, if such delay or failure results from events, circumstances or

causes beyond its reasonable control.

15.2 Deep may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

15.3 The Client shall not assign, transfer, mortgage, charge, subcontract, sub-licence, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations.

15.4 A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

15.5 If any provision or part-provision of the Contract 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 the Contract and 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.

15.6 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.7 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

15.8 Each party confirms it is acting on its own behalf and not for the benefit of any other person and the Contract creates no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise for any third party to rescind, vary or enforce any term of these Conditions.

15.9 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

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

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

Schedule 1   Definitions and Interpretation

1.   The following definitions apply in these Terms:

Business Day	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
Client	as stated in the Statement of Work;
Client Materials	has the meaning given in clause 4.2;
Commencement Date	has the meaning given in clause 1.4;
Confidential Information	information in whatever form (including but not limited to written, oral, visual or electronic form) relating to, without limitation, the data, business, products, affairs and finances of Deep and the Client or any of their respective suppliers, clients, agents, distributors, management business contacts and any information Deep creates or develops in connection with the Project;
Contract	the contract between Deep and the Client for the provision of the Services which shall incorporate these Terms and the Statement of Work;
Contract Price	has the meaning given in clause 6.4;
Control	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly;
Controller	has the meaning given in Data Protection Laws from time to time;
Data Protection Laws	means (a) the UK GDPR (b) the Data Protection Act 2018 (c) any laws which implement or supplement any such laws and (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

Data Protection Supervisory Authority	any regulator, authority or body responsible for administering Data Protection Laws;
Data Subject	has the meaning given in Data Protection Laws from time to time;
Deep	Deep LLP incorporated and registered in England and Wales with company number OC309195 whose registered office is at Studio 220, Metal Box Factory, 30 Great Guildford Street, Lonon SE1 0HS;
Deliverable	any specific output of the Services and any other documents, products and materials provided by Deep to the Client in relation to such Services (excluding any of Deep's own materials);
Fee	has the meaning given in clause 6.1;
Final Deliverable	a final output of the Services as set out in the Statement of Work that the Client choses to use or to incorporate in its business;
Hosting & Maintenance Rate Card	has the meaning given in clause 8.2;
Hosting Terms	has the meaning given in clause 8.3;
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of Confidential Information, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Maintenance Agreement	has the meaning given in clause 8.4;
Personal Data	has the meaning given in Data Protection Laws from time to time;
Pre-Existing IPR	has the meaning given in clause 7.1;
Processor	has the meaning given in Data Protection Laws from time to time;
Project	has the meaning given in the Statement of Work;
Protected Data	Personal Data received from or on behalf of the Client in connection with the performance of Deep's obligations under the Contract;
Scope Change	has the meaning given in clause 5.1;
Services	the services provided by Deep to the Client as set out in the Statement of Work, including services which are incidental or ancillary to such Services;
Statement of Work	the estimate and/or scope of works document issued by Deep to the Client which specifies or references (a) the Services (b) the Deliverables (c) the Fee (d) the Timescales (e) Territory and (f) any other specific requirements of the Project or the Services to be undertaken by Deep;
Termination	has the meaning given in clause 1.4;
Territory	those jurisdictions in which the Services are to be provided as set out in the Statement of Work and/or Scope Change. Where the Services include work in relation to websites and other globally accessible media, the Territory shall include those countries in which persons are located who are specifically targeted;

Terms	these terms and conditions of business as amended from time to time in accordance with clause 1.3;
Timescales	the dates and/or timescales specified for delivery of the Deliverables (if any) and/or the Final Deliverable as set out in the Statement of Work; and
UK GDPR	has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

2.   In these Terms:

(a)   references to clauses are to clauses of these Terms;

(b)   clause, Schedule and paragraph headings shall not affect the interpretation of the Contract;

(c)   a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(d)   a reference to **writing** or **written** includes email but not fax;

(e)   unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular; and

(f)   a reference to legislation or a legislative provision is a reference to it as in force at the date of the Contract.