

Web Design And Marketing Terms And Conditions

Web Marketing Terms And Conditions For B2B (Small Business)

Please read these web design terms carefully, as they set out our and your rights and obligations in relation to our web design services.

AGREEMENT:

1. Definitions and interpretation

1.1 In the Agreement:

"Acceptance Criteria" has the meaning given to it in Clause 5.2;

"Acceptance Period" means a period of 7 Business Days beginning on the date of actual delivery of the Website to the Customer;

"Affiliate" means an entity that Controls, is Controlled by, or is under common Control with the relevant entity;

"Agreement" means the agreement between the Designer and the Customer incorporating these web design terms and the Proposal, and any amendments to it from time to time;

"Business Day" means any week day, other than a bank or public holiday in England

"Business Hours" means between 09:00 and 17:30 London time on a Business Day;

"Charges" means the amounts payable by the Customer to the Designer under or in relation to the Agreement (as set out in the Proposal);

"Confidential Information" means the Customer Confidential Information and the Designer Confidential Information;

"Control" means the legal power to control (directly or indirectly) the management of an entity (and **"Controlled"** will be construed accordingly);

"Credit" means a credit for the Designer on the Website, in the form specified in the Proposal;

"Customer" means the customer for the Services under the Agreement, as specified in the Proposal;

"Customer Confidential Information" means:

- (a) any information disclosed (whether disclosed in writing, orally or otherwise) by the Customer to the Designer that is marked as "confidential", described as "confidential" or should have been reasonably understood by the Designer at the time of disclosure to be confidential.

"Customer Works" means the works and materials provided to the Designer by the Customer, or by any third party acting for or on behalf of the Customer, for incorporation into the Website;

"Defect" means a defect, error or bug having a material adverse effect on the appearance, operation or functionality of the Website but excluding any defect,

error or bug caused by or arising as a result of:

- (a) an act or omission of the Customer, or an act or omission of one of the Customer's employees, officers, agents or sub-contractors;
- (b) an incompatibility between the Website and any other application, program or software (other than the Customer Works, the Third Party Works and any software identified as compatible in the Proposal).

"Delivery Date" means the date for delivery of the Website specified in the Proposal;

"Designer" means The Ruby Marketers, a company incorporated in England and Wales (registration number 7935583) having its registered office at The Innovation Centre, Maidstone Road, Chatham, Kent ME5 9FD;

"Designer Confidential Information" means:

- (a) any information disclosed (whether disclosed in writing, orally or otherwise) by the Designer to the Customer that is marked as "confidential", described as "confidential" or should have been reasonably understood by the Customer at the time of disclosure to be confidential; and

"Effective Date" means the date of execution of the Agreement;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of or problems with the internet or a part of the internet, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and the "intellectual property rights" referred to above include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Personal Data" has the meaning given to it in the Data Protection Act 1998;

"Proposal" means the proposal document issued by the Designer to the Customer, to which these web design terms are attached, detailing the scope of the Services and other matters relating to the Agreement, in the form executed by the parties;

"Scripts" means those elements of the Website consisting of programs written in a computer scripting language;

"Services" has the meaning given to it in Clause 3.1;

"Third Party Works" means:

- (a) the works and materials identified as such in the Proposal; and
- [(b) the other works and materials comprised in the Website, the Intellectual Property Rights in which are owned in whole or part by a third party

(excluding the Customer Works);

“**Term**” means the term of the Agreement;

“**Unlawful Content**” has the meaning given to it in Clause 7.1; and

“**Website**” means the website developed or to be developed by the Designer for the Customer under the Agreement.

- 1.2 In the Agreement, a reference to a statute or statutory provision includes a reference to:
- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
 - (b) any subordinate legislation made under that statute or statutory provision.

1.3 The Clause headings do not affect the interpretation of the Agreement.

1.4 The ejusdem generis rule is not intended to be used in the interpretation of the Agreement.

2. Term

The Agreement will come into force on the Effective Date and will continue in force until the acceptance of the Website by the Customer in accordance with Clause 5, upon which it will terminate automatically, unless terminated earlier in accordance with Clause 14.

3. The Services

3.1 The Designer will upon request and agreement provide hosting, maintenance and management in addition to the core activity:

- (a) create the Website;
- (b) incorporate the Customer Works specified in the Proposal or agreed in writing by the parties, together with the Third Party Works, into the Website;
- (c) keep the Customer informed of the progress of the Website's development;
- (d) provide the Customer with reasonable access to the Website during the Term; and
- (e) deliver the Website and the files comprising the Website to the Customer in accordance with Clause 5,

(the “**Services**”).

3.2 The Designer will use all reasonable endeavours to perform the Services in accordance with the timetable set out in the Proposal; however, the Designer does not guarantee that the timetable will be met.

3.3 The Designer may sub-contract the provision of the Services without the prior

written consent of the Customer; providing that if the Designer does sub-contract the provision of the Services, the Designer will remain liable to the Customer for the performance of the sub-contracted obligations.

4. Customer obligations

4.1 The Customer will provide the Designer with:

- (a) such co-operation as is required by the Designer (acting reasonably) to enable the performance by the Designer of its obligations under the Agreement; and
- (b) all information and documents required by the Designer (acting reasonably) in connection with the provision of the Services.

4.2 The Customer will be responsible for procuring any third party co-operation reasonably required by the Designer to enable the Designer to fulfil its obligations under the Agreement.

4.3 The Customer will supply to the Designer all those Customer Works that are specified in the Proposal.

4.4 The Customer will fulfil its obligations under Clause 4.3 in accordance with the timetable set out in the Proposal or, if no timetable is set out, promptly following the receipt of a written request for the relevant Customer Works from the Designer. The Designer shall not be in breach of the Agreement by virtue of any delay in the performance of its obligations under the Agreement arising out of a breach by the Customer of this Clause 4.4.

4.5 The Customer hereby grants to the Designer a licence to copy and use the Customer Works during the Term for the purposes of fulfilling its obligations and exercising its rights under the Agreement.

4.6 Warranty by Customer as to Ownership of Intellectual Property Rights

The Customer will obtain all the necessary permissions and authorities in respect of the use of all copy, graphic images, photographs registered company logos, names and trademarks or any other material it supplies to the Designer for inclusion on the Website. The conclusion of a contract between The Designer and the Customer shall be regarded as a guarantee by the Customer to The Designer that all such permissions and authorities have been obtained and that the inclusion of such material on the Website would not constitute a criminal offence or civil dispute. By agreeing to these terms and conditions, the Customer removes the legal responsibility of The Designer and indemnifies the same from any claims or legal actions however related to the content of the Customers site.

From time to time, The Designer may suggest third party suppliers for images, copy and logo's etc. In this instance the responsibility outlined above still rests with The Customer to ensure they have the necessary permissions and authorities.

5. Delivery and acceptance

5.1 The Designer will use all reasonable endeavours to deliver the Website to the Customer for acceptance testing on or before the Delivery Date.

5.2 During the Acceptance Period, the Customer will carry out acceptance tests to

determine:

- (a) whether the Website conforms in all material respects with the specification of the Website in the Proposal; and
- (b) whether the Website has any Defects,
(the "**Acceptance Criteria**").

5.3 If the Website meets the Acceptance Criteria, the Customer will send to the Designer a written notice during the Acceptance Period confirming acceptance of the Website.

5.4 If the Website does not meet the Acceptance Criteria:

- (a) the Customer will send to the Designer a written notice during the Acceptance Period (7 business days) setting out in detail the respect(s) in which the Website does not meet the Acceptance Criteria; and
- (b) the Designer will have a further remedial period (of 20 Business Days) to modify the Website so that it meets the Acceptance Criteria.

5.5 The Website will be deemed to have been accepted by the Customer if:

- (a) the Customer does not give any notice to the Designer under Clause 5.3 or Clause 5.4 (or where applicable Clause 5.6) during an Acceptance Period; or
- (b) the Customer publishes the Website or uses the Website for any purpose other than development and/or testing.

5.6 Before the end of any remedial period under Clause 5.4(b), the Designer shall re-deliver the Website to the Customer, and the provisions of this Clause 5 shall re-apply in relation to re-delivered Website, save that if the Website still does not meet the Acceptance Criteria upon re-delivery, the Customer may elect by written notice to the Designer:

- (a) to re-apply Clause 5.4; or
- (b) to terminate the Agreement forthwith,

such notice to be sent by the Customer and received by the Designer during the relevant Acceptance Period.

6. Third Party Works

The Designer can take no responsibility for services provided by third parties through the Designer or otherwise, including the Hosting of the Customers Website, although The Designer will endeavour to ensure that Website downtime is kept to a minimum and any problems are minimised as far as is reasonably practicable.

7. Unlawful Content

7.1 The Customer must ensure that the Customer Works will not:

- (a) infringe any person's Intellectual Property Rights or other legal rights;
- (b) breach any laws or regulations; or
- (c) give rise to a cause of action against any person,

in each case under English law or any applicable law ("**Unlawful Content**").

- 7.2 Any breach by the Customer of Clause 7.1 will be deemed to be a material breach of the Agreement for the purposes of Clause 14.
- 7.3 The Customer hereby indemnifies and undertakes to keep indemnified the Designer against any and all damages, liabilities, cost, losses and expenses (including legal expenses) suffered or incurred by the Designer and arising out of any breach, or alleged breach, by the Customer of Clause 7.1

8. Charges and payment

- 8.1 The Designer will issue invoices for the Charges to the Customer on the relevant invoicing dates set out in the Proposal, or (if earlier) upon the acceptance of the Website by the Customer.
- 8.2 The Customer will pay invoiced Charges to the Designer within 7 days of the date of issue of the relevant invoice under Clause 8.1. Recurring payments for management services will be received by The Designer by the first (1st) day of each calendar month.
- 8.3 All Charges stated in or in relation to the Agreement are stated exclusive of VAT, unless the context requires otherwise.
- 8.4 Charges must be paid by PayPal, debit or credit card (online), direct debit, bank transfer or by cheque, using such payment details as are notified by the Designer to the Customer from time to time.
- 8.5 If the Customer does not pay any amount properly due to the Designer under or in connection with the Agreement, the Designer may:
 - (a) charge the Customer interest on the overdue amount at the rate of 5% per year above the base rate from time to time (which interest will accrue daily until the date of actual payment and will be compounded quarterly); or
 - (b) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

9. Intellectual Property Rights

[9.1 Upon and from the date of acceptance of the Website by the Customer, the Designer hereby:

- (a) assigns to the Customer all existing and future copyright and other Intellectual Property Rights in the Website (excluding the Scripts, Customer Works and Third Party Works), including the right to bring proceedings for past infringement of such rights; and
- (b) grants to the Customer a non-exclusive irrevocable perpetual worldwide licence of all copyright and other Intellectual Property Rights in the Scripts for the purposes of:
 - (i) publishing, operating and marketing the Website
 - (ii) backing-up the Website and
 - (iii) updating and adapting theand the Customer may sub-license the rights granted in this Clause 9.1(b) for the purposes set out herein.

9.2 The assignment of Intellectual Property Rights in Clause 9.1(a) is for the full term of those rights, including all extensions, renewals, revivals and reversions.

9.4 Without prejudice to Clause 9.5, the Designer waives (and will ensure that its employees and subcontractors waive) any moral rights they may have in the Website arising under Chapter 4 of the Copyright, Designs and Patents Act 1988 and, so far as is legally possible, any broadly equivalent rights anywhere in the world.

9.5 The Designer may include the Credit together with a link to the Designer's website on each page of the Website in a position and in a form to be agreed by the parties. The Customer will retain any such Credit and link in any adapted version of the Website, and the Customer will remove any such Credit and link from the Website at the Designer's request.

9.6 **Domain Names:** Any Domain Name obtained will belong to the Customer. The Customer agrees to indemnify the Designer, including any incidental costs, against any claims that a Domain Name applied for, or obtained, violates the intellectual property rights of a third party. The Customer warrants that the domain name sought is not a trademark of a third party.

9.7 **Social Media Profiles:** Where the Designer has secured Page names and Profiles on behalf of the customer as part of their social media campaign, these have been set up on third party sites and the use conditions of those sites apply. All passwords and access will be passed to the Customer.

10. Warranties and Indemnity

10.1 The Customer warrants to the Designer that it has the legal right and authority to enter into and perform its obligations under the Agreement.

10.2 The Designer warrants to the Customer:

- (a) that it has the legal right and authority to enter into and perform its obligations under the Agreement;

- (b) that it will perform its obligations under the Agreement with reasonable care and skill;
 - (c) that the Website will operate without any Defects upon the date of acceptance of the Website.
- 10.3 If the Customer demonstrates to the Designer that the Website suffers from any Defect during the period of 60 days following the date of acceptance, the Designer will, for no additional charge, carry out any work necessary in order to remedy the Defect.
- 10.4 The Customer acknowledges that the Designer has designed the Website to work with the web browser technology specified in the Proposal, and the Designer does not warrant that the Website will work with any other web browser technology.
- 10.5 The Customer further acknowledges that the Designer does not purport to provide any legal advice under the Agreement or in relation to the Website and the Designer does not warrant that the Website will not give rise to any civil or criminal legal liability on the part of the Customer or any other person.
- 10.6 All of the parties' liabilities and obligations in respect of the subject matter of the Agreement are expressly set out herein. To the maximum extent permitted by applicable law and subject to Clause 11.1, no other terms concerning the subject matter of the Agreement will be implied into the Agreement or any related contract.
- 10.7 **In Relation To Social Media Management, Search Engine Optimisation and Local Search Marketing, submission to search engines as a direct Service or ancillary to Web design services:** the Customer acknowledges that:
 - (a) search engines algorithms will change from time to time, which may affect the Website's rankings in the search engines results pages, and The Designer has no control over such changes;
 - (b) It can take months for the Services described above in 10.7 to have any significant effects upon the rankings of a website in the search engine results pages, or the engagement of social media users.
 - (c) The promotion of a website may lead to higher traffic levels and bandwidth requirements for the website and the client will be responsible for arranging and paying for such requirements;
 - (d) Notwithstanding the services described in 10.7, the website's search engines results, page ranking, traffic or social media engagement may decrease.
 - (e) The Customer accepts that a new website may never appear in the search engines and that the Designer is not responsible for this.
- 10.8 The Designer does not warrant that any particular results will be achieved through the services in 10.7. Where the Designer indicates specific targets that it will attempt to meet through the provision of the services, such targets are not warranted and a failure to meet such targets will not be a breach of the agreement.
- 10.9 The Customer acknowledges that the Designer is not responsible for

changes made by third party social media sites which may affect the services already implemented on behalf of the Customer. Where amendments are needed to ensure continued performance then the Customer will be liable for costs related to updating services and any additional management costs which may apply to continue the service.

Maintenance

10.10 WordPress is an evolving open source software which also has components called Plugins and Themes – which determine how the website looks and performs. These elements periodically need updating and this is the responsibility of the customer unless a maintenance agreement has been entered into with the Designer.

10.11 The Designer has set up the website for the database files (posts and Pages) to be updated periodically. The customer is responsible for checking these backups are being properly received. The Customer acknowledges these backups do not relate to the structure of the website. The Customer should ensure they have a contingency plan to minimise loss as a result of software failure.

Errors

Technical and typographical errors which are the responsibility of the Designer will be corrected free of charge. The Designer reserves the right to charge a reasonable fee for correction of errors for which the Designer is not responsible, including, but not limited to malicious modification of the Website by a third party and typographical errors contained in materials provided to the Designer by the Customer.

11. Limitations and exclusions of liability¹

11.1 Nothing in the Agreement will:

- (a) limit or exclude the liability of a party for death or personal injury resulting from negligence;
- (b) limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;
- (c) limit any liability of a party in any way that is not permitted under applicable law; or
- (d) exclude any liability of a party that may not be excluded under applicable law.

11.2 The limitations and exclusions of liability set out in this Clause 11 and elsewhere in the Agreement:

- (a) are subject to Clause 11.1;
 - (b) govern all liabilities arising under the Agreement or any collateral contract or in relation to the subject matter of the Agreement or any collateral contract, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty; and
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- [(c) will not limit or exclude the liability of the parties under the express indemnities set out the Agreement[, and any amounts paid under any indemnity in the Agreement shall not count towards any aggregate liability cap under Clause 11.10.
- 11.3 The Designer will not be liable to the Customer in respect of any loss of profits, income, revenue, use, production or anticipated savings.
- 11.4 The Designer will not be liable to the Customer for any loss of business, contracts or commercial opportunities.
- 11.5 The Designer will not be liable to the Customer for any loss of or damage to goodwill or reputation.
- 11.6 The Designer will not be liable to the Customer in respect of any loss or corruption of any data, database or software.
- 11.7 The Designer will not be liable the Customer in respect of any special, indirect or consequential loss or damage.
- 11.8 The Designer will not be liable to the Customer for any losses arising out of a Force Majeure Event.
- 11.9 The Designer's liability to the Customer in relation to any event or series of related events will not exceed
 - (a) the total amount paid and payable by the Customer to the Designer under the Agreement during the 1 month period immediately preceding the event or events giving rise to the claim for management services
- 11.10 The Designer's aggregate liability to the Customer under the Agreement and any collateral contracts will not exceed the greater of:
 - (a) the total amount paid and payable by the Customer to the Designer under the Agreement for web design services.

12. Data protection

- 12.1 The Customer warrants that it has the legal right to disclose all Personal Data that it does in fact disclose to the Designer under the Agreement.
- 12.2 The Designer warrants that:
 - (a) it will act only on instructions from the Customer in relation to the processing of any Personal Data performed by the Designer on behalf of the Customer; and
 - (b) it has in place appropriate security measures (both technical and organisational) against:
 - (i) unlawful or unauthorised processing; and
 - (ii) loss or corruption,

of Personal Data processed by the Designer on behalf of the Customer.

13. Confidentiality and publicity

13.1 The Designer will:

- (a) keep confidential and not disclose the Customer Confidential Information to any person save as expressly permitted by this Clause 13; and
- (b) protect the Customer Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.

13.2 The Customer will:

- (a) keep confidential and not disclose the Designer Confidential Information to any person save as expressly permitted by this Clause 13; and
- (b) protect the Designer Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.

13.3 Confidential Information of a party may be disclosed by the other party to that other party's officers, employees, agents, insurers and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information disclosed.

13.4 The obligations set out in this Clause 13 shall not apply to:

- (a) Confidential Information that is publicly known (other than through a breach of an obligation of confidence);
- (b) Customer Confidential Information that is in the possession of the Designer prior to disclosure by the Customer, and Designer Confidential Information that is in possession of the Customer prior to disclosure by the Designer; or
- (c) Customer Confidential Information that is received by the Designer, and Designer Confidential Information that is received by the Customer, from an independent third party who has a right to disclose the relevant Confidential Information.

13.5 Nothing in the Agreement shall restrict a party from making any disclosure of Confidential Information that is:

- (a) required by law; or
- (b) required by a governmental authority, stock exchange or regulatory body,
- (c) in the public domain

13.6 Neither party will make any public disclosure relating to the subject matter of the Agreement (including press releases, public announcements and marketing materials) without the prior written consent of the other party, not to be

unreasonably withheld or delayed.

14. Termination

14.1 Either party may terminate the Agreement at any time by giving at least 30 days' written notice to the other party.

14.2 Either party may terminate the Agreement immediately by giving written notice to the other party if the other party:

- (a) commits any material breach of any term of the Agreement, and:
 - (i) the breach is not remediable; or
 - (ii) the breach is remediable, but the other party fails to remedy the breach within 30 days of receipt of a written notice requiring it to do so; or
- [(b) persistently breaches the terms of the Agreement (irrespective of whether such breaches collectively constitute a material breach).

14.3 Either party may terminate the Agreement immediately by giving written notice to the other party if:

- (a) the other party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Agreement); or
- (d) (where that other party is an individual) that other party dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.

14.4 The Agreement may also be terminated by the Customer under Clause 5.6.

15. Effects of termination

15.1 Upon termination all the provisions of the Agreement will cease to have effect, save that the following provisions of the Agreement will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses 1, 7.3, 8.5, 9, 10.7, 11, 13.1 to 13.5, 15, and 16.3 to 16.10.

- 15.2 Termination of the Agreement will not affect either party's accrued rights (including the Designer's accrued rights to invoice for and to be paid the Charges) as at the date of termination.
- 15.3 If the Agreement is terminated under Clause 14.], or by the Customer under Clause 5.6, 14.2 or 14.3 (but not in any other case):
- (a) the Designer will promptly provide to the Customer an electronic copy of the Website (as constituted at the date of termination); and
 - (b) the Customer will be entitled to a refund of any Charges paid by the Customer to the Designer in respect of any Services which were to be performed after the date of effective termination, and will be released from any obligation to pay such Charges to the Designer (such amount to be calculated by the Designer using any reasonable methodology).
- 15.4 Save as provided in Clause 15.3(b), the Customer will not be entitled to any refund of Charges on termination, and will not be released from any obligation to pay Charges to the Designer.

16. General

- 16.1 Any notice given under the Agreement must be in writing (whether or not described as "written notice" in the Agreement) and must be delivered personally, sent by recorded signed-for post, for the attention of the relevant person, and to the relevant address, given below (or as notified by one party to the other in accordance with this Clause).

The Designer

The Ruby Marketers Ltd, The Innovation Centre, Maidstone Road, Chatham, Kent ME5 9SD

The Customer

The addressee, address and fax set out in the Proposal.

- 16.2 A notice will be deemed to have been received at the relevant time set out below (or where such time is not within Business Hours, when Business Hours next begin after the relevant time set out below):
- (a) where the notice is delivered personally, at the time of delivery;
 - (b) where the notice is sent by recorded signed-for post, 48 hours after posting; and
 - (c) where the notice is sent by fax at the time of the transmission (providing the sending party retains written evidence of the transmission).
- 16.3 No breach of any provision of the Agreement will be waived except with the express written consent of the party not in breach.
- 16.4 If a Clause of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of the Agreement will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).

- 16.5 Nothing in the Agreement will constitute a partnership, agency relationship or contract of employment between the parties.
- 16.6 The Agreement, and costs for the work to be carried out, may not be varied except by a written document signed by or on behalf of each of the parties.
- 16.7 Each party agrees to execute (and arrange for the execution of) any documents and do (and arrange for the doing of) any things reasonably within that party's power, which are necessary to enable the parties to exercise their rights and fulfil their obligations under the Agreement.
- 16.8 The Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Agreement are not subject to the consent of any third party.²
- 16.9 The Agreement constitutes the entire agreement and understanding of the parties in relation to the subject matter of the Agreement, and supersedes all previous agreements, arrangements and understandings between the parties relating to the subject matter of the Agreement. Subject to Clause 11.1, each party acknowledges that no representations or promises not expressly contained in the Agreement have been made by or on behalf of the other party.
- 16.10 The Agreement will be governed by and construed in accordance with the laws of England and Wales and the courts of England will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Agreement.

The Ruby Marketers Limited
Roger Bourdon
Ali Mackenzie
Mark Jennings
Sian Murphy

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