
LYONSDOWN TERMS AND CONDITIONS OF BUSINESS

These Terms and Conditions, together with the Order Form (and the Service Agreement contained therein), constitute the whole of the Contract between Lyonsdown Limited (hereafter, the ‘**Company**’), and you (hereafter, the ‘**Client**’).

These Terms and Conditions are divided into two parts; the **General Terms**, and the **Specific Terms**.

The General Terms apply to the Contract in their entirety.

The Specific Terms apply to the Contract only to the extent that they relate to the Services specified on the Order Form or otherwise provided by the Company. Where a Service has been specified on the Order Form, the corresponding set of Specific Terms set out under the appropriate subheading shall apply. (e.g. where the Services include ‘Awards’ in the Order Form, the Specific Terms under the subheading ‘Awards’ shall apply).

GENERAL TERMS

1 DEFINITIONS

1.1 The following definitions and rules of interpretation apply in these Terms and Conditions.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Client for the supply of the Services as set out in the Order Form and Clause 5.

Client, Exhibitor or Sponsor: the person or company that has agreed to exhibit or sponsor an Event organised by the Company, or commissions or agrees to commission a Private Dining Event by the Company, or commissions or agrees to commission a Video project by the Company, or commissions or agrees to commission an advertisement in or sponsorship of a Publication. The individual person(s) signing the Contract shall be deemed to have authority to do so by the Client on behalf of whom they are purporting to act.

Client Requirements: means the materials and/or information which is required from the Client in order for the Company to provide the Services, as set out in the Order Form, or as subsequently becomes necessary from time to time in the course of providing the Services.

Client Default: has the meaning given to it in Clause 4.2.

Company: Lyonsdown Limited, a limited liability company registered in England and Wales having company number 05832927 and the registered office of which is 23-29 Hendon Lane, London, England, N3 1RT;

Company Materials: all materials, equipment, documents and other property of the Company.

Company Website: the website/s available from time to time at the URL www.business-reporter.co.uk, www.teiss.co.uk, www.businesslearning.co.uk, www.lyonsdown.co.uk

Contract: the contract between the Company and the Client for the

supply of Services in accordance with the Order Form and these Terms and Conditions.

Control: as defined in section 1124 of the Corporation Tax Act 2010, and the expression ‘Change of Control’ shall be construed accordingly.

Data controller: means a data controller or controller (as the case may be) as defined by the Data Protection Legislation (and ‘controller’ shall be construed accordingly).

Data Processing Agreement: means the agreement to process personal data at Clause 36 to this agreement.

Data processor: means a data processor or processor (as the case may be) as defined by the Data Protection Legislation (and ‘processor’ shall be construed accordingly).

Data Protection Legislation: means the GDPR for as long as it is directly applicable in the United Kingdom and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the United Kingdom, and then any successor legislation to the GDPR or the Data Protection Act 2018.

Data Subject”: means a data subject as defined by the Data Protection Legislation.

Digital View: each instance where an internet user views or submits a request to view the relevant online content. In the case of an online article, website page or other digital content, this means each visit to the relevant webpage URL containing the relevant content, or each trackable click of a weblink which hyperlinks the relevant webpage URL. In the case of Video, this means each instance of a request to view the Video.

Event or Exhibition: an exhibition or other event as specified in the Order Form.

Filming Date: a date mutually agreed by both parties on which the Video interview will be recorded.

Filming Location: means any appropriate location mutually agreed by both parties where the Video interview will be recorded.

Filming Time: means a time mutually agreed by both parties on the Filming Date on which the Video interview will be recorded.

Forbes.com: content hosted on the Company's Brand Voice hub(s) of the Forbes website at www.forbes.com.

Force Majeure Event: a cause, event or circumstances outside of a party's control including, without limitation, acts of God, acts of government or other competent regulatory authority, war or national emergency, riots, civil commotion, fire, explosion, flood, lightning, extremely severe weather, epidemic, lock-outs, strikes and other industrial disputes (in each case, whether or not relating to that party's workforce) or any other event that renders performance of the Service(s) impracticable, illegal or impossible.

GDPR: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

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 (including know-how and trade secrets), 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 now or in the future in any part of the world.

Order: the Client's order for Services as set out in the Order Form.

Order Details: the Client's information and the details of the Client's Order for Services, as set out in the Order Form.

Order Form: the document entitled 'Order Form' containing the Order Details and Service Agreement, and which forms a part of the Contract.

Payment Terms: the terms of payment for the Services applicable to the Client in accordance with Clause 5, and in accordance with any Specific Terms depending upon the Services provided.

Personal Data: has the meaning given to it in Article 4(1) of the

GDPR.

Private Dining Event: a breakfast or other meeting as specified in the Order Form.

Publication: a printed newspaper supplement or online publication as specified in the Order Form.

Replacement URL: content hosted on a URL of any website of any media business with which the Company has an arrangement for displaying content on any or all of its websites from time to time and which the Company considers provides similar, equivalent or better value than a Telegraph URL or a Forbes.com URL (as the case may be);

Services: the services, including the Deliverables, supplied by the Company to the Client as set out in the Order Form.

Specification: the description or specification of the Services in the Order Form.

Telegraph URL: content hosted on the Company's sponsored section of www.telegraph.co.uk/business/business-reporter.

Terms and Conditions: these terms and conditions as amended from time to time in accordance with Clause 18.

VAT: value added tax chargeable under the Value Added Tax Act 1994 or any equivalent or similar replacement sales tax in force in the UK from time to time.

Video: the filmed interview or project which has been commissioned by the Client to which the Contract pertains (and 'Videos' shall be construed accordingly).

Work Product: those items (if any) set out in Order Form to be delivered in tangible form by the Company in its performance of the Services (and 'Work Products' shall be construed accordingly). For the avoidance of doubt, any transcript or questionnaire, report, video, presentation, design, artwork, documentation and any other deliverable provided by the Company in whichever form to the Client under the Contract shall be deemed to constitute a Work Product.

1.1 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (b) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes email but not fax.

2 BASIS OF CONTRACT

2.1 This Contract is made up of the Order Form (comprising the Order Details and Services Agreement) and these

Terms and Conditions (comprising the General Terms and the Specific Terms).

2.2 **Hierarchy of terms.** In the event of any conflict of terms between the aforementioned documents:

- (a) The terms of the Order Form shall supersede the terms of these Terms and Conditions; and
- (b) Within these Terms and Conditions, the Specific Terms shall supersede the General Terms.

2.3 **General Terms.** The General Terms apply to all Services provided by the Company.

2.4 **Specific terms.** The Specific Terms applicable to the Contract shall be only those which relate to the specific Services specified on the Order Form.

2.5 Any samples, drawings, descriptive matter or advertising issued by the Company, and any descriptions or illustrations contained in the Company's 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.

2.6 The Order Form and these Terms and Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.7 Any quotation given by the Company shall not constitute an offer, and is only valid for a period of twenty (20) Business Days from its date of issue.

3 SUPPLY OF SERVICES

3.1 The Company shall supply the Services to the Client in accordance with the Order Form in all material respects.

3.2 The Company shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order Form, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

3.3 The Company reserves the right to amend the Order Form 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 the Company shall notify the Client in any such event.

3.4 The Company warrants to the Client that the Services will be provided using reasonable care and skill.

4 CLIENT'S OBLIGATIONS

4.1 The Client shall:

- (a) ensure that the terms of the Order and any other information it provides in the Order Form are complete and accurate;
- (b) co-operate with the Company in all matters relating to the Services;
- (c) provide the Company, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by the Company to provide the Services;
- (d) provide the Company with such information and materials as the Company may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material

respects;

- (e) prepare the Client's premises for the supply of the Services;
 - (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - (g) comply with all applicable laws, including health and safety laws; and
 - (h) keep all materials, equipment, documents and other property of the Company (**Company Materials**) at the Client's premises in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation; and
 - (i) comply with any additional obligations as set out in the Order Form.
- 4.2 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**):
- (a) without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays the Company's performance of any of its obligations;
 - (b) the Company shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this Clause 4.2; and
 - (c) the Client shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Client Default.
- 4.3 The Client shall provide any Client Requirements to the Company in a timely manner in order to enable the Company to provide the Services, including, without limitation, all materials, assets, information and/or documentation of the Client which the Client has agreed to provide or which subsequently becomes necessary to provide in order to allow the Company to provide the Services.
- 4.4 In the event that the Client should fail to supply the Client Requirements at the time specified or in a timely manner as set out in the above clause 4.3, the Company shall not be held responsible for any consequences of such delays, and the Client hereby holds harmless the Company from and against all claims, liabilities, losses, costs or expenses arising out of or in connection with such delays.

5 CHARGES AND GENERAL PAYMENT TERMS

- 5.1 The Charges for the Services are as set out in the Order Form.
- 5.2 the Company shall be entitled to charge the Client for any expenses reasonably incurred by the individuals whom the Company engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Company for the performance of the Services, and for the cost of any materials.
- 5.3 In the event that the Client should not use either all or a part of the Services within twelve-months of the date that the Contract was executed, Lyonsdown reserves the right to amend the Charges payable for such services to account for any changes to their supplier costs, inflation, or any other changes in external circumstances

beyond Lyonsdown's reasonable control.

- 5.4 Unless otherwise stated in the Contract, accounts and invoices are strictly net of agency commission and are subject to full settlement within twenty-one (21) Business Days of signing of the Contract, and time for payment shall be of essence to the Contract.
- 5.5 Unless indicated otherwise in the Contract, all amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Client, the Client shall, on receipt of a valid VAT invoice from the Company, pay to the Company 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 Services.
- 5.6 Payments from the Client to the Company must be made by direct bank transfer. In special circumstances, the Company may accept payment by other means, such as cheque or credit/debit card, with the express prior agreement of the Company.
- 5.7 Unless the Client is notified otherwise by the Company, payments made by direct bank transfer by the Client to the Company shall be paid to:
- HSBC Bank plc,
75, The Broadway, Mill Hill,
London NW7 3BX.
Sort Code: 40-04-28
Account No: 51416820
- 5.8 Where applicable, it is a condition of the Company agreeing to accept payment by way of instalments that each payment will be met upon first presentation. Any failure will result in the balance of all monies outstanding as at that date, becoming due and payable immediately. For the avoidance of doubt, the Company shall only be required to accept payment by instalments where this is specified in the Order Form.
- 5.9 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).
- 5.10 Where any Service is itemized (i.e. set out in a separate row) in the Order Form, it shall constitute a separate and distinguishable Service from any other Service set out in the Order Form (or elsewhere) and the amount payable in respect of that Service shall be set out next to that Service in the Order Form. The amount payable in respect of a particular Service shall be payable in its own right and regardless of whether any other Services in the Order Form are performed or unperformed and regardless of the relation of any of the Services in the Order Form to one another.
- 5.11 **Late payment.** Overdue accounts and invoices shall carry statutory interest at the rate of 8% per annum above the Bank of England base lending rate calculated on a day to day basis from the date the account becomes overdue until the date of actual payment of the overdue sum, whether before or after judgment.
- 5.12 **Non-payment.** Please note all accounts beyond our credit terms will be passed to our debt collection agency, Sinclair Goldberg Price Ltd. All accounts, without exception, will be subject to a surcharge of fifteen per cent (15%) of the unpaid amount (plus VAT) to cover our costs in recovery. These accounts will also be subject to any legal costs incurred in obtaining settlement.
- 5.13 In the event of non-payment or non-compliance with the payment terms in the Contract, the Client shall be responsible for all legal, collection and debt recovery fees and costs incurred to the Company in enforcing its legal rights, whether contractual or non-contractual, against the Client.

6 DATA PROTECTION AND DATA PROCESSING

- 6.1 The Company and the Client acknowledge that for the purposes of the Data Protection Act 1998 and the GDPR, that the Client and the Company shall be considered separate data controllers in relation to the provision of the Services, save and except that in the case of lead generation services, the Client shall be the data controller and the Company shall be the data processor.
- 6.2 Subject to Clause 6.6, each party shall process Personal Data supplied to it by the other party in connection with the Services, only in so far as it is necessary to process such Personal Data in connection with the provision of the Services, unless the parties agree otherwise in writing. The Client shall only process Personal Data obtained during the course of an Exhibition for its own purposes and shall not sell or distribute such Personal Data to any other party.
- 6.3 Each party shall take reasonable steps to ensure the reliability of all of their respective employees who have access to the Personal Data.
- 6.4 Each party warrants to the to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.
- 6.5 Each party warrants to the other, having regard to the state of technological development and the cost of implementing any measures, that it shall:
- (a) take appropriate technical measures and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:
 - (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
 - (ii) the nature of the data to be protected; and
 - (b) take reasonable steps to ensure compliance with those measures.
- 6.6 Any Personal Data the Client provides to the Company shall be held by the Company on a database. The Client agrees that the Company may use and share such Personal Data within its corporate group insofar as is permitted by law.
- 6.7 The Client agrees to indemnify and keep indemnified and defend at its own expense the Company against all costs, claims, damages or expenses incurred by the Company or for which the Company may become liable due to any failure by the Client or its employees or agents to comply with any of its obligations under this Clause 6.

7 RE-USE OF CONTENT AND INTELLECTUAL PROPERTY RIGHTS

- 7.1 Work Products (excluding Videos) may be distributed and circulated by the Client in perpetuity from production via all means and across all media, including the Client's website(s), third party websites, social media sites, and for use in other marketing purposes. The Company hereby waives in favour of the Client and its assignees and licensees, the benefit of all moral rights and performers' rights in the Work Product arising under the Copyright, Designs and Patents Act 1988 or similar rights arising under the laws or regulations of any jurisdiction.

- 7.2 The final cut of the Video (not raw footage or edits) may be distributed and circulated by the Client in perpetuity from production via all means and across all media, including the Client's website, third party websites, social media sites, and for use in other marketing purposes. The Company hereby waives in favour of the Client and its assignees and licensees, the benefit of all moral rights and performers' rights in the final cut of the Video arising under the Copyright, Designs and Patents Act 1988 or similar rights arising under the laws or regulations of any jurisdiction.
- 7.3 Hosting of Videos on the Company Website for the first twelve (12) months is included in the production fee.
- 7.4 All Intellectual Property Rights belonging to a party or third party prior to the date of the Contract, or created other than in the provision of the Services (**'Pre-existing IPR'**) shall remain vested in that party or third party (as applicable) and shall not be assigned hereunder, and all Intellectual Property Rights in all enhancements and modifications thereto shall vest in the owner of the relevant Pre-existing IPRs.
- 7.5 The copyright and all other Intellectual Property Rights in the Work Product will be owned by the Client on creation and the Company hereby assigns to the Client with full title guarantee all of the Intellectual Property Rights therein, except to the extent that it contains Company's or any third party Pre-existing IPRs. Except as expressly provided herein, neither party shall acquire any rights in the Pre-existing IPRs of the other party as a result of the Contract.
- 7.6 The Client hereby grants the Company a perpetual, irrevocable, royalty-free, worldwide licence for the publication of any Work Product in any medium under the ownership or control of the Company.

8 USE OF THE COMPANY'S NAME OR BRAND NAMES

- 8.1 Where the Client wishes to use the Company's name and any associated brand names including, without limitation, 'Business Reporter', 'TEISS', 'Business Reporter distributed in the Telegraph', 'Forbes', 'Business Learning' or 'Lyonsdown' (the **'Brand Names'**) in any published or widely circulated material beyond the Client's offices and employees, the Client must obtain the Company's prior written consent.
- 8.2 The Company reserves the right to add or remove any of the Brand Names, branding and/or logo from the Work Product or Video without the Client's approval and without notice to the Client.
- 8.3 The Company shall use or provide to the Client, as the case may be, design assets which the Company requires in connection with the provision of the Services. Any such design assets of the Company provided to the Client or used in the Video or Work Product incorporating any of the Brand Names, branding and/or logo are not to be amended or edited by the Client.

9 WARRANTIES

- 9.1 Each party warrants to the other party that:
- (a) it has all requisite power and authority to enter into, and carry out its obligations under the Contract;
 - (b) it has obtained all consents, permissions and licenses necessary to carry out its obligations under the Contract;
 - (c) it owns or has the right to provide, under valid and enforceable agreements, all software and materials under the Contract to the Client or the Company (as the case may be) under the Contract;
 - (d) the receipt of the Services, Work Products and any materials by the Client shall not infringe the

Intellectual Property Rights of any third party;

- (e) the receipt of any materials by the Company from the Client shall not infringe the Intellectual Property Rights of any third party;
- (f) there are no actions, suits or proceedings or regulatory investigations pending or, to its knowledge, threatened against or affecting it before any court or administrative body or arbitration tribunal that might affect its ability to meet and carry out its obligations under the Contract;
- (g) it shall comply with all applicable laws and regulations, including data protection laws and anti-corruption and bribery laws (including the Bribery Act 2010) (the '**Requirements**').

9.2 The Company warrants to the Client that it shall:

- (a) employ or engage staff who are suitably qualified and trained to provide the Services in accordance with the Contract;
- (b) perform the Services in a timely and workmanlike manner using the skill and care of a diligent Company and at all times in accordance with good industry practice.

9.3 The Company and the Client shall have and shall maintain in place throughout the term of the Contract their own policies and procedures to ensure compliance with the Requirements and shall enforce them where appropriate.

9.4 In the event of any breach of any of the warranties set out in this Clause 9, without prejudice to any other right's either party may have, either party may require the other at its own expense to remedy the breach forthwith.

9.5 The person signing the Contract warrants to the Company that they are duly authorised to enter into a binding contract on behalf of themselves or any other party they represent that they are an employee, officer, director or agent of and acknowledge that the Company has relied upon this representation made by the signatory to the Contract that the person signing is so duly authorised.

10 CONFIDENTIALITY AND SAFEGUARDING OF DATA

10.1 All information given by one party to the other party or otherwise obtained by one party relating to the business or operations of the other party, or any person, firm or company associated with the other party shall be treated by the recipient party as confidential and the recipient party shall not disclose such information to third parties without the other party's prior written consent.

10.2 The provisions of Clause 10.1 shall not apply to confidential information which:

- (a) is in or enters the public domain other than by breach of Clause 10.1;
- (b) is obtained from a third party lawfully;
- (c) is or has been independently generated by the Company; or
- (d) is properly disclosed pursuant to a statutory obligation, the order of a court of competent jurisdiction or that of a competent regulated body.

10.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

10.4 The Client shall be responsible to the Company for maintaining the confidentiality of confidential information belonging to the Company.

- 10.5 All records, documents and other items containing such confidential information and all copies and extracts made or acquired by the Company from the Client shall remain the property of the Client and be returned to the Client or destroyed on request within fourteen (14) Business Days from the date of such request and on termination of the Contract.
- 10.6 Client data is and shall remain the property of the Client and the Company shall not use such data for any purpose other than where strictly necessary for the provision of Services in accordance with the Contract.
- 10.7 Each party shall comply with its obligations under any relevant data protection legislation and neither party shall do any act that puts the other party in breach of such legislation.
- 10.8 The foregoing obligations as to confidentiality shall apply retrospectively, from the point of first contact between the parties regarding the Services, and shall remain in full force and effect notwithstanding any termination or expiry of the Contract.

11 LIMITATION OF LIABILITY

- 11.1 The Client warrants and confirms that all content provided to the Company for publication complies with all relevant laws and regulations including, for example and without limitation, the Obscene Publications Act 1959, the Indecent Displays Act 1981, the Defamation Act 1996 and the Defamation Act 2013. The Company warrants and confirms that, subject to the preceding sentence, all Work Product provided to the Client for publication complies and shall comply with all relevant statutes and regulations including, for example and without limitation, the Obscene Publications Act 1959, the Indecent Displays Act 1981, the Defamation Act 1996 and the Defamation Act 2013.
- 11.2 Each party shall indemnify and hold harmless the other party and each of its partners, directors, officers, employees, consultants and agents from and against any demands, losses, damages, costs (including legal costs), claims, proceedings, expenses and liabilities (including legal fees and disbursements) they suffer or incur or are awarded against them by a court of competent jurisdiction as a result of or in connection with any Intellectual Property Rights infringement claim determined to be a result of any act or omission of that party.
- 11.3 The Client shall indemnify and hold harmless the Company and each of its partners, directors, officers, employees, consultants and agents from and against any and all third party claims, demands, damages and expenses (including reasonable legal fees) arising out of or in connection with the Contract to the extent that they are caused by any breach of any anti-corruption and bribery laws, data protection laws, negligent act or omission or wilful misconduct of the Client, its employees, subcontractors or agents during the fulfilment of the Client's obligations and/or provision of content by the Client under the Contract.
- 11.4 Nothing in the Contract shall limit or exclude the liability of either party for death or personal injury resulting from negligence, fraud or fraudulent misrepresentation, in relation to any indemnity given hereunder or in respect of liability arising from a breach of confidence or data protection obligations.
- 11.5 Neither party shall be liable to the other in connection with the Contract whether in contract, tort (including negligence), under statute or otherwise for:
 - (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; or
- (g) any indirect or consequential loss of any kind.

11.6 Subject to the limitations on liability contained in this Clause 11, in the event that either party is liable to the other for any reason whatsoever, including without limitation, in contract, in tort (including negligence), under statute or otherwise, the liability of that party shall be limited to an amount equal to the total amount payable for the Services by the Client plus any other monies due from the Client to the Company hereunder.

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

11.8 The provisions of this Clause 11 shall survive the termination or expiry of the Contract.

12 TERMINATION

12.1 The Contract is non-cancellable, except that either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party is in material or persistent breach of the Contract and such breach is either irremediable or the breach is remediable, and the defaulting party has failed to remedy it within ten (10) Business Days of receipt of a written notice requiring it to be remedied from the non-defaulting party; or
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.

12.2 For the purpose of Clause 12.1(a) a 'persistent breach' shall be considered to be three (3) or more breaches of the Contract in a three (3) month period.

12.3 Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Client if:

- (a) the Client suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
- (b) the Client's financial position deteriorates to such an extent that in the terminating party's opinion, acting reasonably, the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
- (c) the Client fails to pay any amount due under the Contract on the due date for payment; or
- (d) there is a Change of Control of the Client.

12.4 Without affecting any other right or remedy available to it, the Company may suspend the supply of Services under the Contract or any other contract between the Company and the Client if the Client fails to pay any amount due under the Contract on the due date for payment, or the Client becomes subject to any of the

events listed in Clause 12.1(a), Clause 12.3(a) and Clause 12.3(b).

13 CONSEQUENCES OF TERMINATION

13.1 On termination of the Contract:

- (a) the Client shall immediately pay to the Company any unpaid costs and fees owed to the Company and all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Client immediately on receipt; and
- (b) the Client shall return all of the Company Materials and any Deliverables set out in the Order produced by the Company for the Client which have not been fully paid for. If the Client fails to do so, then the Company may enter the Client's premises and take possession of such Deliverables. Until the Deliverables have been returned to the Company, the Client shall be solely responsible for their safe keeping and shall not use them for any purpose not connected with the Contract.

13.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of expiry or termination.

13.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

14 INDEMNITY

The Client shall hereby hold harmless and indemnify the Company from and against any and all claims, liabilities, losses (including all secondary losses, including without limitation loss or profits, loss of goodwill and loss of reputation), damages, costs (including professional and legal costs on the full indemnity basis) and expenses (including charges, duties and fees) arising out of, in connection with, or relating to any breach by the Client of the Contract.

15 NOTICES

15.1 Any notice or other communication 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 day delivery service at its registered office (if a company) or its principal place of business (in any other case), or sent by email to the address specified in the Order Form.

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

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 a.m. on the second Business Day after posting or at the time recorded by the delivery service; or
- (c) if sent by email, at 9.00 a.m. on the next Business Day after transmission.

15.3 This Clause 15 does not apply to the service of any proceedings or other documents in any legal action or,

where applicable, any other method of dispute resolution.

16 SEVERANCE

If any provision or part-provision of the Contract is found by a court of competent jurisdiction to be illegal, invalid, void, or unenforceable, it shall be modified to the minimum extent necessary to resolve such illegality, invalidity, or unenforceability, giving effect to the intention of the parties at the time that they made the contract. To the extent that such provision or part-provision cannot be resolved by such modification, it shall be deemed to be deleted. No modification or deletion of any provision or part-provision of the Contract shall affect the validity or enforceability of the rest of the Contract, which shall remain in full force and effect.

17 WAIVER

A waiver by a party of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. 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. No single or partial exercise of any right or remedy by a party provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy by that party.

18 VARIATION

The Company reserves the right to amend and update these Terms and Conditions from time to time without providing prior notice to the Client. Any such amendments and updates to these Terms and Conditions shall apply to Orders placed by the Client on or after the date of such amendment.

19 FORCE MAJEURE

Without prejudice to any other clause in the Contract limiting the Company's liability to the other in the event of a Force Majeure Event, neither party shall be deemed in default or liable to the other party for any matter whatsoever for any delays in performance or from failure to perform or comply with the terms of the Contract due to any Force Majeure Event.

20 ASSIGNMENT, TRANSFER AND SUBCONTRACTING

20.1 The Company 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.

20.2 The Client shall not assign, transfer, mortgage charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Company.

21 COUNTERPARTS AND ELECTRONIC SIGNATURES

21.1 The Contract may be executed in any number of counterparts, each of which when executed and delivered is an original, but all the counterparts together constitute the same document. Delivery of an executed

counterpart of a signature page to the Contract by email shall be as effective as delivery of a manually executed counterpart of the Contract.

21.2 For the avoidance of doubt, the parties confirm that:

- (a) an electronic version of the Contract is deemed to be in writing; and
- (b) where the Client has used an electronic signature to indicate its acceptance of the terms of the Contract, the parties agree that such electronic signature is a valid means of establishing the authenticity and integrity.

22 THIRD PARTY RIGHTS

22.1 Unless expressly stated otherwise, the Contract does not give rights to any person under the Contract (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

22.2 The rights of parties to rescind or vary the Contract are not subject to the consent of any other person.

23 ENTIRE AGREEMENT

23.1 The Contract constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, proposals, understandings and agreements whether written or oral relating to the subject matter of the Contract.

23.2 Each of the parties acknowledges and agrees that in entering into the Contract, it does not rely on, and shall have no remedy in respect of, any statement, representation, assurance, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Contract or not) other than as expressly set out in the Contract.

23.3 Nothing in this Clause 23 shall, however, operate to limit or exclude any liability for fraud or fraudulent misrepresentation.

24 NO PARTNERSHIP OR AGENCY

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

25 DISPUTE RESOLUTION

25.1 Any dispute arising out of or in connection with the Contract shall, in the first instance, be referred by written notice:

- (a) to an appointed representative of each party (each a '**Service Manager**') who shall meet and endeavour to resolve the dispute between them within fifteen (15) Business Days of such notice; and
- (b) failing resolution of the dispute in accordance with Clause 25.1(a), to a senior Service Manager of the Company and a senior Service Manager of the Client (together the '**Senior Service Managers**') who shall meet and endeavour to resolve the dispute between them within ten (10) further Business Days of

such notice (the '**Senior Service Managers' Meeting**').

- 25.2 The joint written decision of those Senior Service Managers shall be binding on the parties. For the purpose of the Contract, the term 'Service Manager' shall mean, with respect to the Contract (including any applicable schedules), the persons appointed by each party whose identity shall be notified to the other party from time to time.
- 25.3 If the Service Managers or Senior Service Managers are unable to resolve the dispute, the parties shall, if both parties agree, within five (5) Business Days of the Senior Service Managers' Meeting refer the dispute to mediation in accordance with the model procedure of the Centre for Effective Dispute Resolution (if the dispute is being resolved in the United Kingdom) or such other mediation provider agreed by the parties. The parties agree to hold such mediation as soon as possible and in any event within one (1) month of the Senior Service Manager's Meeting.
- 25.4 If the parties are still unable to resolve the dispute in accordance with the provisions of this Clause 25, the parties may commence litigation in accordance with Clause 26.2.

26 GOVERNING LAW

- 26.1 Subject to Clause 25, the Contract, and any issues or disputes of whatever nature arising out of or in any way relating to it or its formation (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation, or otherwise) shall be governed by and construed in accordance with the laws of England and Wales.
- 26.2 Subject to Clause 25, the parties hereby agree that, any litigation between the parties shall, to the maximum extent permitted by law, be commenced and resolved in The Barnet County Court, St Marys Court, Regents Park Road, London N3 1BQ.

27 JURISDICTION

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.

SPECIFIC TERMS – VIDEOS

This section applies where the Services to be provided include video production services.

28 FILMING

- 28.1 The Client shall cooperate with the Company in good faith with all requests and activities of the Company in relation to the scheduled filming for the video in order to facilitate the provision of the Services. The Client shall further provide all assistance reasonably required by the Company in order to enable the Company to film and develop the video.
- 28.2 In the event that the agreed Filming Location is unavailable for any reason outside of the Company's control,

the Company reserves the right to film at an alternative location.

28.3 If the Client requires changes to the Filming Location, Filming Date, or the Filming Time, the Client shall provide prior written notice to the Company. The time periods and charges for providing notice of such changes are as follows:

- (a) where the Client provides a minimum of ten (10) Business Days' prior notice to the Company prior to the Filming Date, there shall be no fee;
- (b) where the Client provides notice between six (6) and ten (10) Business Days' prior to the Company prior to the Filming Date, the fee shall be £1,500 (plus VAT); and
- (c) where the Client provides notice of (5) Business Days prior to the Filming Date or less, the fee shall be £3,000 (plus VAT).

28.4 Unless otherwise agreed between the parties, all filming shall take place in the United Kingdom and the phrase 'international' shall be construed accordingly.

29 DELAYS/DEADLINES AND PRODUCTION

29.1 The Company shall bear no responsibility and shall incur no liability for any losses, damages, costs or expenses incurred which are caused by delays on the part of the Client.

29.2 Any delay(s) that result in unforeseen costs to the Company, such as rescheduling, shall incur further fees to the Client to the extent that such delays are caused by the actions of the Client.

29.3 By signing the Contract, the Client undertakes that it shall use its best endeavours to follow all deadlines the Company may reasonably impose in writing from time to time for the agreement of video content, filming locations and dates, supply of materials or content to the Company, and any other reasonable requirements of the company.

29.4 Any changes required to any content provided by the Client in materials supplied by the Company in connection with the Video by the Client once the agreed deadline has passed may result in the Company incurring further costs and expenses. In such an event, any such expenses shall be chargeable in full by the Company to the Client.

29.5 Content, comments, requests and directions relating to the video content must always be submitted by the Client in writing with clear and specific instructions and in a timely manner.

29.6 The Company will not be obliged to deliver Digital Views if the Client does not comply with deadlines reasonably set by the Company for the supply of content from the Client or approval of Videos or content for Publication.

29.7 **Missing the deadlines.** If the Client misses any deadlines for the supply of content and comments set by the Company, any publishing, distribution and marketing may be delayed. Additionally, further reasonable fees may become payable which may, at the Company's sole discretion, be charged to the Client where such fees are attributable to the Client missing the deadlines. Where the Client provides unclear or ambiguous instructions, this shall also be considered to constitute the Client missing the deadlines. Whether any instructions provided by the Client are to be considered unclear or ambiguous shall be determined by the Company in its absolute discretion, acting reasonably.

29.8 **Editing.** The Company will specify two instances for editing after initial filming of the Video and two opportunities for the Client to provide comments upon the Video after each edit. Additional editing shall incur

an extra cost of a minimum of £250 (plus VAT) per editing session. If the Client's comments result in edits which require additional filming or additional resources, the Company may incur additional costs and the Company shall have the right to charge an amount greater than the minimum charge of £250 (plus VAT) provided all such costs are reasonable and have been notified to the Client prior to the Company incurring such costs.

30 TELEGRAPH AND FORBES.COM URL(s)

- 30.1 Subject to Clause 30.3, and unless agreed otherwise between the parties, Telegraph and Forbes.com URL(s) shall be hosted for twelve (12) months from the date of publication (the "URL Hosting Period").
- 30.2 The Company shall have the right to remove the Client's Telegraph URL(s) and Forbes.com URL(s) (as the case may be) after the date which is the earlier of: (i) the end of the URL Hosting Period; or (ii) the date when the Company provides written notice of a URL Substitution in accordance with Clause 30.3.
- 30.3 Provided that the Company provides written notice to the Client, the Company shall have the right to substitute any or all of the Client's Telegraph URL(s) or Forbes.com URL(s) (as the case may be) with one or more Replacement URL(s) (a "URL Substitution"). Where the Company conducts a URL Substitution, the Company shall no longer be required to host the Telegraph URL(s) or Forbes.com URL(s) (as the case may be) and shall host the Replacement URL(s) until the date which is the earlier of:
- (a) twelve (12) months from the date when the Client's Replacement URL(s) is first published; or
 - (b) the date which would have been the end of the URL Hosting Period had the Client's Telegraph URL(s) and Forbes.com URL(s) (as the case may be) continued to have been hosted for the full URL Hosting Period.

31 COMPANY VIDEOS CANCELLATION, POSTPONEMENT AND SUBSTITUTION POLICY

- 31.1 The Company shall be relieved of, and be entitled to vary its contractual obligation in the event that the performance thereof is prevented or interfered with, directly or indirectly by or in consequence of a Force Majeure Event. If, due to a Force Majeure Event, the Video or any part thereof is postponed or cancelled the Company shall be restricted to the amount of fees already paid to the Company by the Client.
- 31.2 Neither party shall be responsible or liable for any losses, damages, costs or expenses as a result of a substitution, alteration, cancellation or postponement of a Video, and neither party shall assume any responsibility or liability whatsoever in the event that the Video is cancelled, rescheduled or postponed due to any Force Majeure Event.
- 31.3 The Company shall be entitled to vary its contractual obligation in the event that the filming for any Video is prevented or delayed through any reason which is not the fault of the Company, if, for example and without limitation, the location is unexpectedly unavailable, or persons due to be filmed do not turn up or are sick. In such an event, the Company shall use reasonable endeavours to mitigate the effects of such unexpected issues and shall perform the services as far as reasonably practicable.
- 31.4 Except as specified above, no credits will be issued for cancellations.

32 VIDEO MARKETING SERVICES

- 32.1 The parties may agree in the Order Form that the Company shall provide video marketing services to the Client (the '**Video Marketing Services**'), the details and scope of which shall be set out in the Order Form.
- 32.2 The Video Marketing Services, if ordered by the Client, shall consist of the marketing of any content whatsoever, whether Work Product or otherwise, which the parties have agreed shall be the subject of the Video Marketing Services (the '**Video Marketing Content**') via one or more methods and/or mediums, including, without limitation, the publication of content on one or more websites, including third party websites.
- 32.3 The Client grants and shall procure the grant by any third parties of a perpetual, irrevocable, royalty-free, worldwide licence required for the publication of any Video Marketing Content or content related to the Video Marketing Content or content otherwise required by the Company in connection with the Video Marketing Services in or on any medium, for any purpose whatsoever and the purpose of the Company providing any services to the Client to the Client in a timely fashion and in any event prior to the date agreed between the parties for the publication of the Video Marketing Content.
- 32.4 Unless expressly agreed otherwise in writing, the Company shall have full discretion as to:
- (a) the manner and medium in or on which the Video Marketing Content shall appear; and
 - (b) whether or not to monetize the Video Marketing Content.
- 32.5 Unless expressly agreed otherwise in writing, the Company shall be solely entitled to any revenue and/or profits from the monetization or other commercialisation of Video Marketing Content, including, without limitation, any monetization of Video Marketing Content on the Business Reporter Website.

SPECIFIC TERMS – ONLINE PUBLICATIONS

This section applies where the Services to be provided include online content promotion services.

33 TELEGRAPH AND FORBES.COM URL(s)

The provisions of Clause 30 shall apply to Telegraph URL(s) in respect of Publications.

34 COMPANY CONTENT HOSTING, CANCELLATION, POSTPONEMENT AND SUBSTITUTION POLICY

- 34.1 The Company shall use reasonable endeavours to arrange the hosting of any agreed client content as detailed in the Order Form on the specified online publisher's URL.
- 34.2 The Company reserves the right to cancel and/or postpone the online Publication if it considers that doing so is necessary, and, in such an event, the Company shall incur no liability to the Client whatsoever, save and except that in the case of total cancellation, the Company's total aggregate liability to the Client shall be limited to the fees payable for such Publication, to be credited in accordance with the below clause 34.3.
- 34.3 In the event that the Company cancels an online Publication for any reason or postpones a Publication for any reason and the Client is unable or unwilling to advertise in or sponsor the postponed Publication on the rescheduled date, the Client shall receive a credit for one hundred per cent (100%) of the amount paid by the Client for the Publication. The Client may use this credit for another Company Publication to be mutually agreed with the Company, which must occur within one year from the date of cancellation.
- 34.4 Except as specified in Clause 34.3 above, no credits will be issued for cancellations. There are no refunds

given under any circumstances. All payments must be made prior to the date of the Publication.

- 34.5 The Company is not responsible for any loss or damage as a result of a substitution, alteration, cancellation or postponement of a Publication.
- 34.6 The Company shall assume no liability whatsoever in the event that this Publication is cancelled, rescheduled or postponed due to any Force Majeure Event.
- 34.7 Positions in the online Publication, or the location of content on any online webpage are not guaranteed unless expressly detailed in the Order Form.
- 34.8 The Company reserves the right to refuse any unacceptable copy or version of materials provided by the Client without needing to provide any reason or justification whatsoever.
- 34.9 Where the Order Form specifies that content is to be hosted on the Telegraph Online, the Client is permitted to send a hyperlink directing its audience to the telegraph.co.uk sponsored content, however the Client must include the terms 'sponsored' and that the content is on a sponsored site. Failure to do so may result in costs being incurred by the Company, and the Company shall be entitled to pass on such costs to the Client.

SPECIFIC TERMS – LEAD GENERATION SERVICES

This section applies where the Services to be provided include lead generation services.

35 SPECIAL CONDITIONS FOR LEAD GENERATION

- 35.1 Where specified in the Order Form, the Company shall provide the lead generation services in accordance with the terms set out hereunder.
- 35.2 In the absence of express specification of lead generation methods in the Order Form, the Company shall be entitled to use all methods available to it, including, without limitation, email, telemarketing, and search, social, and display ('SSD').
- 35.3 The Company shall use reasonable endeavours to provide the lead generation services on the basis of any criteria of the Client set out in the Order Form, or as subsequently requested.
- 35.4 The Company does not represent, warrant or guarantee that the results of any lead generation services will exactly correspond with any criteria or performance targets set by the Client.
- 35.5 Any changes to the criteria requested by the Client during the course of providing the Services may be subject to additional fees. The Company will notify the Client in advance of incurring such fees.
- 35.6 The Client may provide a list of lead generation targets (a 'pick list'). The Client Acknowledges and agrees that if a pick list for the required categories of target is not provided, the Company may use a generic pick list, which may be provided to the Client upon request.
- 35.7 The Client further acknowledges that approximations may be used by the Company in searching for the closest workable criteria, including, without limitation, job titles of target leads.
- 35.8 The Company does not represent or warrant that any lead generated in the course of providing the Services will result in a business transaction for the Client. The Client acknowledges and accepts that the outcome of leads generated by the Company is outside of the Company's control.
- 35.9 **Tracking:** The Company shall use reasonable endeavours to track all the leads delivered to Client. In the event

that the Company's tracking data should not correspond to any external tracking data, the tracking data of the Company shall take precedence.

- 35.10 The Company shall provide to the Client the total number of leads set out in the Order Form.
- 35.11 **Invalid leads:** In the event that any lead delivered by the Company contains invalid data, the Client may return such invalid data to the Company within thirty (30) business days of the date the lead was received, whereupon the Company shall, in its sole discretion, either replace the invalid lead or provide the Client with a credit of proportional value to the cost of the lead. In the event Client fails to return an invalid lead within 30 business days from the date of delivery, such lead shall be deemed valid and billable.
- 35.12 **Advertising material:** The Client shall supply to the Company appropriate materials and content to be used for the purposes of providing lead generation services. In the absence of such materials, the Company may create them for a fee payable by the Client (and the Client shall be notified in advance of incurring such fees.
- 35.13 Notwithstanding the aforesaid, the Company shall be entitled to create its own advertising materials for the purpose of generating leads. The Client acknowledges and agrees that all intellectual property rights in all such material created by the Company shall vest in and be owned fully by the Company, and that the Company's written permission shall be required prior to use by any other person or entity. In respect of all such materials created by the Company, the Company warrants and represents that all such creative materials do not infringe the intellectual property rights of any third parties.
- 35.14 The Client hereby grants to the Company and any affiliates and partners of the Company a non-exclusive, royalty-free, worldwide license to use Client's trade name, trademark, service mark and logo for the purpose of generating leads in connection with the Clients order for Services. The Client must provide the Company with no less than two (2) days' notice of any change to this licence.
- 35.15 **Data Protection:** In respect of all personal data processed under or in connection with the Client's order for lead generation Services, the parties hereby acknowledge and agree that the Client shall be the data controller and the Company shall be the data processor, with the processing activities under this arrangement subject to any applicable data processing agreement put in place as between the parties.
- 35.16 The Client hereby undertakes shall in respect of all personal data supplied in any leads provided by the Company that it shall process such data in accordance all applicable laws and regulations in force from time to time, including, without limitation, the Data Protection Act 2018.
- 35.17 **Limitation of Liability:** The Company does not warrant or guarantee conversion rates, pay-up rates, response rates, or the ability to convert any lead provided under this sales order. Furthermore, the parties agree that under no circumstances shall the Company be liable to the Client, its agents, or any third-parties for any direct, indirect (including, without limitation, loss of profits), special, incidental, or consequential damages of any character arising out of or in connection with the order for lead generation Services, whether in tort (including negligence), contract, or otherwise.
- 36 **AGREEMENT FOR THE PROCESSING OF PERSONAL DATA BY THE COMPANY FOR THE CLIENT**
- 36.1 For the purposes of this section the Company shall be referred to as the '**Data Processor**', and the Client shall be referred to as the '**Data Controller**'.
- 36.2 Both Parties shall comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.
- 36.3 The Parties acknowledge that for the purposes of the Data Protection Legislation and this Data Processing

Agreement, the Data Controller is the data controller and the Data Processor is the data processor. Clause 37 to this Data Processing Agreement sets out the scope, nature and purpose of processing by the Data Processor, the duration of the processing and the types of Personal Data and categories of Data Subject.

- 36.4 Without prejudice to the generality of clause 36.1, the Data Controller will ensure that it has, at all times:
- (a) a valid legal basis under the Data Protection Legislation for the processing of Personal Data under this Data Processing Agreement, including, without limitation, such processing by the Data Processor as instructed or permitted by the Data Controller under clause 36.6(a) and clause 36.6 of this Data Processing Agreement;
 - (b) where required by law (for example, as required for the transmission by electronic means of direct marketing communications under the Privacy and Electronic Marketing Communications Regulations 2003), valid consent (under the Data Protection Legislation) for such processing; and
 - (c) appropriate notices in place as required by the Data Protection Legislation to enable lawful transfer of Personal Data to the Data Processor for the duration and purposes of this Data Processing Agreement.
- 36.5 Without prejudice to the generality of clause 36.1, the Data Processor shall use reasonable endeavours to, in relation to any Personal Data processed in connection with the performance by the Data Processor of its obligations under this Data Processing Agreement:
- (a) process Personal Data on lawful documented instructions from the Data Controller, including with regard to transfers of Personal Data to a third country or an international organisation, unless required to do so by European Union or European Union Member State law to which the Data Processor is subject; in such a case, the Data Processor shall inform the Data Controller of that legal requirement before processing Personal Data, unless that law prohibits such information on important grounds of public interest;
 - (b) ensure that persons authorised to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - (c) take all measures required pursuant to Article 32 of the GDPR;
 - (d) respect the conditions referred to in paragraphs 2 and 4 of Article 28 of the GDPR for engaging another processor;
 - (e) taking into account the nature of the processing, assist the Data Controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Data Controller's obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of the GDPR;
 - (f) assist the Data Controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing and the information available to the Data Processor;
 - (g) at the choice of the Data Controller, delete or return all Personal Data to the Data Controller after the end of the provision of the services relating to processing, and delete existing copies unless European Union or European Union Member State law requires storage of Personal Data; and
 - (h) make available to the Data Controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Data Controller or another auditor mandated by the Data Controller. The Data Processor shall immediately inform the Data Controller if, in its opinion, an instruction infringes the

GDPR or other European Union or Member State data protection provisions.

- 36.6 The Data Controller hereby gives its prior consent, documented (written) instructions and written authorisation to the Data Processor to:
- (a) engage any other processors as the Data Processor deems fit in the course of its provision of the services under this Data Processing Agreement, provided that the Data Processor shall inform the Data Controller of any intended changes concerning the addition or replacement of other processors prior to such appointment or replacement, thereby giving the Data Controller the opportunity to object to such changes and does so in compliance with Data Protection Legislation; and
 - (b) transfer Personal Data to a third country or an international organisation, provided that the Data Processor satisfies all legal obligations under the Data Protection Legislation and any other applicable laws for doing so, including: (i) ensuring appropriate safeguards are in place in relation to the transfer; (ii) the Data Subject has enforceable rights and legal remedies; (iii) the Data Processor provides an adequate level of protection to any Personal Data transferred; and (iv) the Data Processor complies with reasonable instructions notified to it in advance by the Data Controller with respect to its processing of Personal Data.
- 36.7 Where the Data Processor engages another processor for carrying out specific processing activities on behalf of the Data Controller, the Data Processor shall ensure that the same data protection obligations as set out in this contract or other legal act between the Data Controller and the Data Processor as referred to in paragraph 3 of Article 28 of the GDPR are imposed on that processor by way of a contract or other legal act under European Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Data Protection Legislation.
- 36.8 Any contract or other legal act referred to in this clause 3 shall be in writing, including in electronic form.
- 36.9 Either party may, at any time on not less than one month's prior written notice, revise clause 3 by replacing it with any applicable Data Controller to Data Processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Data Processing Agreement).
- 36.10 The Parties shall make such amendments to this Data Processing Agreement as are required to ensure that this Data Processing Agreement complies with any applicable legislation, including any applicable Data Protection Legislation from time to time.
- 36.11 The Data Controller hereby holds harmless and indemnifies the Data Processor in respect of any costs, losses, damages or expenses suffered by the Data Processor as a result of the Data Controller's breach of the terms of this Data Processing Agreement or any applicable legislation from time to time, or which may arise as a result of the Data Controller's data handling processes not being in compliance with the applicable legislation or any regulatory guidance in effect from time to time, including without limitation, any failure of the Data Controller to ensure that it has in place at all times a valid legal basis for processing all personal data which are processed under or in connection with this agreement.

37 PROCESSING SPECIFICATION

- 37.1 **Subject matter of the processing.** The types of Personal Data processed by the Data Processor on behalf of the Data Controller as set out in the section below entitled Types of personal data processed in the course of the Data Processor providing Services (as defined below) to the Data Controller, including the provision of data

collection, lead generation and information gathering Services to the Data Controller.

- 37.2 **Duration of the processing.** The duration of the provision of the Services (as defined below) by the Data Processor to the Data Controller.
- 37.3 **Nature of the processing.** The provision of information about potential prospects to the Data Controller by the Data Processor in the course such of the Data Processor's ordinary business activities as the Data Controller engages the Data Processor for (lead generation, data collection and information gathering) (the "Services").
- 37.4 **Purpose of the processing.** The provision of the Services by the Data Processor to the Data Controller.
- 37.5 **Types of personal data processed:**
- (a) Company and legal entity names;
 - (b) First names;
 - (c) Last names;
 - (d) Job roles and titles;
 - (e) Email address;
 - (f) Work telephone number;
 - (g) Personal telephone number (if prospects are self-employed);
 - (h) Work contact address (for working postal communications).
- 37.6 **Categories of data subjects.** Natural persons which are potential prospects for the Data Controller and which are identified in the course of the Services, namely lead generation services on behalf of the Data Controller.
- 37.7 **Obligations and rights of the data controller.** The obligations and rights of the data controller are set out in clauses 2 and 3 of this Data Processing Agreement.

SPECIFIC TERMS – PRINT PUBLICATIONS

This section applies where the Services to be provided include printed content publication services.

38 TELEGRAPH AND FORBES.COM URL(s)

The provisions of Clause 30 shall apply to Telegraph URL(s) in respect of print Publications.

39 COMPANY PUBLISHING, CANCELLATION, POSTPONEMENT AND SUBSTITUTION POLICY

- 39.1 The Company reserves the right to cancel and/or postpone the Publication if it considers that doing so is necessary, and, in such an event, the Company shall incur no liability to the Client whatsoever except as set out hereunder.
- 39.2 In the event that the Company cancels a Publication for any reason or postpones a Publication for any reason and the Client is unable or unwilling to advertise in or sponsor the postponed Publication on the rescheduled date, the Client shall receive a credit for one hundred per cent (100%) of the amount paid by the Client for the Publication. The Client may use this credit for another Company Publication to be mutually agreed with the

Company, which must occur within one year from the date of cancellation.

- 39.3 Except as specified in Clause 34.3 above, no credits will be issued for cancellations. There are no refunds given under any circumstances. All payments must be made prior to the date of the Publication.
- 39.4 The Company is not responsible for any loss or damage as a result of a substitution, alteration, cancellation or postponement of a Publication. The Company shall assume no liability whatsoever in the event that this Publication is cancelled, rescheduled or postponed due to any Force Majeure Event.
- 39.5 Positions in the Publication are not guaranteed unless expressly detailed in the Order Form.
- 39.6 Where applicable, pagination of advertisements and content is at the sole discretion of the Company. Advertisements will appear "run of press" unless a specific position is detailed in the Order Form.
- 39.7 The Company reserves the right to refuse any unacceptable copy or version of materials provided by the Client without needing to provide any reason or justification whatsoever.

SPECIFIC TERMS - EXHIBITIONS AND EVENTS

This section applies where the Services to be provided include arranging exhibitions and other events. For the purposes of this clause, the Client shall be referred to herein as the 'Exhibitor'.

40 PAYMENT TERMS

- 40.1 The Exhibitor shall pay the total cost on booking and the Company reserves the right to re-let a site or impose a surcharge if any rental remains unpaid at the due date stated on the Exhibitor's invoice from the Company.
- 40.2 No Exhibitor shall be permitted to occupy any Exhibition stand until the full rental is paid. The Company reserves the right to cancel the Exhibitor's letting and reallocate the space of any Exhibitor who has not complied with this Clause 40, in which event any sums already paid will be deemed to be forfeited and the Exhibitor will remain liable to the Company for any rental still owing. Any rental due shall be payable by the date stated on the Exhibitor's invoice from the Company.

41 DURATION OF THE EXHIBITION

- 41.1 Access to the premises for build-up will be permitted from the date and time specified in the Order Form or as otherwise notified by the Company. The Exhibition will be open to visitors and attendees from the date and time specified in the Order Form.
- 41.2 During the Exhibition, stands must be staffed and open to visitors. Stand staff are restricted to the Exhibitor's employees, agents and officers and such staff must wear their conference exhibitor badges at all times.
- 41.3 The Company reserves the right to require any employees, agents and officers of the Exhibitor to leave the conference if they consider, in their sole discretion, that their behaviour is considered to be inappropriate for the Event.

42 ALLOCATION OF SPACE

- 42.1 All applications for space shall be dealt with by the Company in the order in which they are received. The Company will endeavour to comply with requests for specific sites, but shall have full power to determine the allocation of space and any matter relating to the allocation of space as it deems fit.
- 42.2 The Company also reserves the right to vary the general layout of the Exhibition and the space allocated to any Exhibitor, if in their opinion, such an amendment is in the general interest of the Exhibition, or if the Company is requested to do so by the local authority or any other competent authority.

43 RE-LETTING OR SUB-LETTING OF SPACE

An Exhibitor may not assign, mortgage, charge, subcontract, delegate, sub-let, declare a trust over, grant licences or take any other similar action in respect of the whole or any part of the space allocated to them, without the prior written approval of the Company.

44 OBSTRUCTION OF GANGWAYS

The Exhibitor shall not at any time obstruct or allow gangways or open space to be obstructed and any Exhibitor so doing will be requested by the Company to remove the obstruction. If the Exhibitor fails to do so, the Company may take such further actions as may be necessary to remove the obstruction.

45 FIRE REGULATIONS

All Exhibitors must comply with the regulations of the local authority and applicable law as they relate to the design and construction of Exhibition stands, and the use of suitably fireproofed materials.

46 SECURITY AND INSURANCE

- 46.1 Each Exhibitor is responsible for the security of his own stand and stock, and for his own insurance cover for such stand and stock and any other property the Exhibitor brings to the Event.
- 46.2 The Company accepts no responsibility or liability for property belonging to the Exhibitor (**'Exhibitor Property'**), in particular, any loss or theft of any Exhibitor Property that occurs at or in relation to the Event. The Exhibitor brings any Exhibitor Property to the event entirely at its own risk.

47 DELIVERY AND REMOVAL OF EXHIBITS AND FITTINGS

- 47.1 The Exhibitor is responsible for all labour required for receiving, removing and transferring their exhibits and fittings and any other Exhibitor Property to or from the Event. Goods may not be delivered to or removed from the Exhibition during the hours when it is open to visitors except with the prior written consent of the Company.
- 47.2 Deliveries to and removals from the premises shall be made under and in accordance with the movement plan controlled by the Company.

48 PHOTOGRAPHY AND RECORDING

All unauthorised photography and the recording or transmitting of audio or visual material, data or information

by the Exhibitor is expressly prohibited. The Exhibitor consents to filming, sound recording and photography of the Event by the Company and to the use by the Company of any such recording or photography anywhere in the world for promotional, marketing and other purposes.

49 PACKING CASES

Packing cases and packing materials may not be stored on stands, nor any other article placed or stored in the gangways. Exhibitors must make their own arrangements for storage of stock and packaging materials.

50 CANVASSING

50.1 Exhibitors shall not distribute literature or promotional material of any description outside the confines of their stand unless expressly permitted to do so. Exhibitors shall not interfere with the viewing arrangements by canvassing or way-laying delegates in the corridors, lobbies or other public parts of the Exhibition and taking them direct to their own stands.

50.2 Canvassing by non-exhibitors will not be permitted. The Company shall be entitled to remove non-exhibitors found canvassing for business from the Exhibition.

51 EXHIBITION PACK

51.1 Where available, the Company will email an Exhibition pack (the '**Exhibition Pack**') to the Exhibitor. The Exhibition Pack will contain other conditions relating to the Exhibition that will form part of the contract between the Exhibitor and the Company. It is the Exhibitor's responsibility to advise his or her own stand staff of the contents of the Exhibitor Pack and to make them familiar with it.

51.2 The Exhibition Pack may, amongst other things, require Exhibitors to secure insurance cover in respect of injury, loss, damage, cancellation or liability in connection with the Exhibition, in which case, the Exhibitor shall be required to do so.

52 AMENDMENT TO TERMS AND CONDITIONS

52.1 The Company reserves the right to subsequently alter, add to or amend any of these Terms and Conditions in the interests of the Exhibition. Should any questions or issues arise, whether provided for in these Terms and Conditions or not, the decision of the Company shall be final.

52.2 No alteration, addition, amendment or waiver to or of these Terms and Conditions shall operate to release any Exhibitor from any of its obligations under the Contract.

53 HEALTH AND SAFETY

All Exhibitors must comply with the Health and Safety at Work Act 1974, any regulations made thereunder, and any other applicable health and safety laws and regulations in force from time to time.

54 PROHIBITION ON ATTENDANCE OF EXHIBITION BY COMPETITORS

Attendance of an Event by any persons representing or working for any events company or any company that otherwise competes with the Company in the events industry, whether directly or indirectly, is strictly prohibited. The Company reserves the right to take legal action against any such individual in breach of this Clause 54.

55 EXHIBITOR INDEMNITY

55.1 The Exhibitor shall keep the Company indemnified in respect of:

- (a) any loss of or damage to any property of the Company caused by the Exhibitor; and
- (b) all claims and demands of third parties (including agents and other Exhibitors and their agents, and any members of the public.) in respect of personal injuries or loss of or damage to property caused or occasioned by the Exhibitor or any of his employees or property arising out of or in consequence of his occupation of a stand or exhibition of any article, process or thing.

55.2 The Exhibitor shall accept all risks of every kind whatsoever in respect of death or personal injuries to himself or his custody, and the Company shall be under no liability in respect of any such risk, except insofar as such death or personal injury is caused by the negligence of the Company. The Exhibitor shall make good any damage done by him, his agents or employees to the Premises or any furniture or fixture therein and damage caused by fire upon his site.

56 COMPANY EXHIBITIONS AND EVENTS CANCELLATION, POSTPONEMENT AND SUBSTITUTION POLICY

56.1 The Company shall be relieved of, and be entitled to vary his contractual obligation in the event that the performance thereof is prevented or interfered with, directly or indirectly by or in consequence of any Force Majeure Event. If, due to a Force Majeure Event, the Exhibition or any part thereof is postponed or cancelled the Company shall be entitled to be paid and to retain all sums due from the exhibitor at that date. If the Exhibition is cancelled for any other reason, the liability of the Company shall be restricted to the amount of space charges already paid by the Exhibitor. These will be returned to the Exhibitor in full.

56.2 The Company shall not be responsible or liable for any losses, damages, costs or expenses incurred, whether incurred by the Exhibitor or otherwise as a result of a substitution, alteration or cancellation or postponement of an Event, and the Company shall assume no responsibility or liability whatsoever in the event that the Event is cancelled, rescheduled or postponed due to any Force Majeure Event.

56.3 Except as specified in Clause 56.1 above, no credits will be issued for cancellations. There are no refunds given under any circumstances. All payments must be made prior to the date of the Event as specified in the Exhibitor's invoice from the Company.

56.4 The Company reserves the right to alter or modify the advertised attendees and/or topics if necessary and, if it does so, the Company shall incur no liability to the Exhibitor whatsoever.

SPECIFIC TERMS – PRIVATE DINING EVENTS

This section applies where the Services to be provided include the arrangement of private dining events.

57 COMPANY PRIVATE DINING EVENTS CANCELLATION, POSTPONEMENT AND SUBSTITUTION POLICY

- 57.1 Except in the case of a Force Majeure Event, or where cancellation or postponement is necessitated due to factors outside of the Company's control, in the event that the Company cancels or postpones a Private Dining Event and the Client is unable or unwilling to attend on the rescheduled date, the Client shall receive a credit for one hundred per cent (100%) of the amount paid by the Client for the Private Dining Event. The Client may use this credit for another Company Private Dining Event to be mutually agreed with the Company, which must occur within one year from the date of cancellation.
- 57.2 Except as specified in Clause 57.1 above, no credits will be issued for cancellations. There are no refunds given under any circumstances. All payments must be made prior to the date of the Private Dining Event, in accordance with the terms of any invoice issued to the Client by the Company.
- 57.3 The Company is not responsible for any loss or damage as a result of a substitution, alteration or cancellation and/or postponement of a Private Dining Event. The Company shall assume no liability whatsoever in the event that a Private Dining Event is cancelled, rescheduled or postponed due to a Force Majeure Event.
- 57.4 The Company reserves the right to alter or modify the advertised attendees of the Private Dining Event and/or the scheduled topics if necessary without incurring any liability to the Client whatsoever.
- 57.5 All unauthorised photography and the recording or transmitting of audio or visual material, data or information is expressly prohibited. The Client consents to filming, sound recording and photography of the Private Dining Event by the Company or any third parties employed or engaged on its behalf. The client also consents to the use by the Company of any such recording or photography anywhere in the world for promotional, marketing and any other commercial or non-commercial purpose.
- 57.6 The Client hereby acknowledges and accepts that any transcript or report produced by the Company as part of Work Product in connection with the Private Dining Event shall not be subject to any approval, amendment or editing by the Client whatsoever and the Client waives any rights it may have in relation to such transcript of report.

58 DELAYS/DEADLINES AND PRODUCTION

- 58.1 The Company shall not be responsible or liable for any losses, damages, costs or expenses (whether incurred by the Client or otherwise) caused by delays on the part of the Client.
- 58.2 Any delays that result in unforeseen costs to the Company, such as rescheduling, shall incur further fees which shall be chargeable by the Company to the Client.
- 58.3 By signing the Contract all parties agree to follow the deadlines set by the Company.
- 58.4 Any changes required to any content provided by the Client in materials supplied by the Company in connection with the Event by the Client once the agreed deadline has passed may incur further fees to the Company, which will shall be chargeable to the Client.
- 58.5 Content and comments must always be submitted by the Client in writing with clear and specific instructions. Whether the Client's instructions are to be considered clear and specific shall be determined by the Company, in its absolute discretion, acting reasonably.

SPECIFIC TERMS – AWARDS

This section applies where the Services to be provided include the arrangement of or attendance at award ceremonies.

59 PRICING AND PAYMENT

- 59.1 All prices are exclusive of UK VAT at twenty per cent (20%).
- 59.2 Payment is due in full at the time of registration by credit/debit card or within seven (7) Business Days of receipt of the invoice if the 'invoice' option is chosen. Stated food and beverage and detailed Event materials are included.
- 59.3 Prices for each Event are correct at the time of publication. The Company reserves the right to change the prices at any time but changes will not affect registrations which have already been confirmed by the Company.
- 59.4 For late bookings, payments must be received no later than forty-eight (48) hours prior to the Event.

60 DISCOUNTS

- 60.1 All 'Early Bird' discounts require payment at time of registration and before the cut-off date in order to receive any discount.
- 60.2 Any discounts offered by the Company (including team discounts) must also require payment at the time of registration.
- 60.3 Discounts do not apply if a delegate cancels or does not show on the day without providing the Company with a suitable replacement. In these cases, the full delegate rate will be invoiced.
- 60.4 All discount offers cannot be combined with any other offer.

61 REGISTRATION

- 61.1 The Client's registration is an offer to Lyonsdown to attend an event/summit/conference/seminar/workshop/Awards ('Event') which is subject to the Company's acceptance in writing (which may include email). A binding contract between the Company and the Client will only be formed when written confirmation of acceptance ('Confirmation') is sent by the Company to the Client (whether or not it is received) using the contact details the Client has provided at the time of registration. The Client should contact the Company if it has not received Confirmation within five (5) Business Days of registration.
- 61.2 The Company reserves the right in its sole discretion to refuse to accept the Client's registration.
- 61.3 By submitting its registration, the Client warrants to the Company that it is duly authorised to enter into a binding contract on behalf of itself or any other party it represents, of which it is an employee, officer, director or agent, and to whom the Company submits the Confirmation of acceptance of its registration. The Client acknowledges that the Company has relied upon its representations in accepting its registration.
- 61.4 The Client's registration will be confirmed by the Company in writing.

62 COMPANY CANCELLATION, POSTPONEMENT AND SUBSTITUTION POLICY

- 62.1 Table bookings are non-cancellable but are fully transferable. The Client may not purchase registrations as agent for any third party or sell or otherwise transfer its registration to others, or exploit the registration commercially or non-commercially in any way.
- 62.2 In the event that the Company cancels an Event for any reason or postpones an Event for any reason and the delegate is unable or unwilling to attend in on the rescheduled date, the Client will receive a credit for one hundred per cent (100%) of the contract fee paid. The Client may use this credit for another Company Event to be mutually agreed with Lyonsdown, which must occur within one year from the date of cancellation.
- 62.3 Except as specified above, no credits will be issued for cancellations. There are no refunds given under any circumstances. All payments must be made prior to the date of the event.
- 62.4 Upon receipt of cancellation penalty, the delegate will receive a credit which can be used by the delegate/colleague at any future Company summit.
- 62.5 The Company is not responsible for any loss or damage as a result of a substitution, alteration or cancellation/postponement of an Event.
- 62.6 The Company reserves the right to alter or modify the evening run of show if necessary without any liability to the Client whatsoever.

63 UNAUTHORISED PHOTOGRAPHY/RECORDING

All unauthorised photography and the recording of transmitting of audio or visual material, data or information is expressly prohibited. The Client consents to filming and sound recording and photography of the Event as a delegate and to the use by the Company to any such recording or photography anywhere in the world for promotional, marketing and other purposes.

64 DATA PROTECTION

- 64.1 Any personal data that the Client submits will be treated in accordance with the Company's Events privacy policy, available at <https://teiss.co.uk/events-privacy-policy/>.
- 64.2 The Client's contact details must be for a company or other legally established organisation (e.g. a university or government department) and must include a business email address.
- 64.3 If the Client registers, the Company will have a legitimate interest to use these contact details for direct marketing and to share them with the conference sponsors.
- 64.4 The Client may opt out of direct marketing from the Company at any point by contacting the Company by email or telephone or in writing.
- 64.5 If the Client does not have a business email address, the Company will need to establish whether or not the Client consents to it using the Client's private contact details. In this situation, please contact Lace on 0208 349 6458 or email lace.b@business-reporter.co.uk.

65 VARIATION

- 65.1 The Company reserves the right to amend these Specific Terms for Awards from time to time.
- 65.2 The Client will, however, be subject to the General Terms and Specific Terms for Awards in force at the time

when it submits its registration.