

**METROPOLIS WEB DESIGN STANDARD TERMS AND CONDITIONS OF BUSINESS**

These Terms and Conditions are the standard terms which apply to the provision of web design, development and support services provided by Daniel Bleich trading as Metropolis Web Design (the Company) to customers who require web design, development and support services (the Client) to be provided for their business.

Please read them carefully and ensure that you understand and agree to them.

Notwithstanding the generality of the foregoing, attention is drawn the Company’s policy in clause 9 on liability and clause 9.4 on liability and indemnity and to the Schedule.

These Terms and Conditions apply to business customers only and not to consumers as defined by the Consumer Rights Act 2015.

IT IS AGREED as follows:

Notice: Clause 9 and specifically Clause 9.4 deal both Parties liability.

**1. Definitions and Interpretation**

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

**“Agreement”** Means the separate Agreement incorporating the scope document attached to it, and signed by the Client accepting these Terms and Conditions and incorporated herein and which together with these Terms and Conditions comprise the Contract entered into by the Client with the Developer;

**“Business Day”** means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in London;

**“Client Site Materials”** means any and all content provided by the Client to the Developer for incorporation into the Website;

**“Commencement Date”** means the date the date of the Agreement;

**“Confidential Information”** means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

<b>“Contract”</b>	means the Agreement and these Terms and Conditions which together form the Contract entered into by the Client with the Company;
<b>“Data Protection Legislation”</b>	means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;
<b>“personal data” “data subject” “data controller” “data processor” and “personal data breach”</b>	shall each have the meaning defined in Article 4 of the UK GDPR;
<b>“Developer Site Materials”</b>	means any and all content provided or created by the Developer for incorporation into the Website;
<b>“Intellectual Property Rights”</b>	means patents, rights to inventions, copyright and related rights (including moral rights), trade marks, business names, domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, 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, 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 either subsist or will subsist now or in the future in any part of the world;
<b>“Project Fees”</b>	means the sums to be paid by the Client to the Developer for the Developer’s Services, as agreed by the Parties, as set out in the Agreement;
<b>“Project Specification”</b>	means the scope document setting out in detail the work which the Client requires the Developer to perform, attached to the Agreement;

**“Services”** means the design and development services to be provided by the Developer to the Client pursuant to the Contract set out on the scope document attached to the Agreement being some or all of the services provided by the Developer the extent of which are set out on the Schedule hereto or such other services as the Parties have agreed and are on the scope document;

**“Website”** means the website to be designed and developed by the Developer pursuant to the Contract.

1.2 Unless the context otherwise requires, each reference in the Contract to:

1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time and shall include all subordinate legislation made from time to time;

1.2.3 “the Contract” is a reference to the Agreement and the Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;

1.2.4 a Schedule is a schedule to the Agreement and the Terms and Conditions;

1.2.5 a Clause or paragraph is a reference to a Clause of this Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and

1.2.6 a "Party" or the "Parties" refer to the parties to the Contract.

1.3 The headings used in the Contract are for convenience only and shall have no effect upon the interpretation of the Contract.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

1.6 References to persons shall include corporations.

## 2. **Project Specification and Client Site Materials**

2.1 The Parties have prepared and agreed upon the Project Specification for the Website as set out in the scope document attached to the Agreement.

2.2 The Developer shall provide the Services which may include the design, development, and delivery of the Website in accordance with the Project Specification.

2.3 Either Party may request or propose amendments to the Project

Specification. Any proposed amendments must be made in writing.

- 2.4 Within 5 Business Days of receipt of a request or proposal under sub-Clause 2.3, the Developer shall notify the Client in writing of the terms upon which such amendments are to be accommodated, including the effect on the Project Fees and the Project Specification.
- 2.5 Within 2 Business Days of receipt of the Developer's notice under sub-Clause 2.4, the Client shall notify the Developer in writing of its acceptance of the Developer's changes to the Project Fees and Project Specification or shall request a meeting with the Developer to discuss the same further.
- 2.6 The Client Site Materials shall be provided by the Client in accordance with the Project Specification or as requested by the Developer as under sub-Clause 3.1, as applicable.
- 2.7 The Developer reserves the right to add the a promotional statement in the website footer that links to Metropolis Web Design.

### **3. Client's Responsibilities**

- 3.1 The Client shall promptly, at the Developer's request, provide the Developer with any and all information, data, documentation, and Client Site Materials that the Developer reasonably requires in order to perform its obligations under this Agreement. Failure by the Client to do so within 60 days of the Commencement Date shall entitle the Developer at the Developer's discretion to terminate the Contract forthwith. In such case the full Contract fee shall fall due and payable.
- 3.2 The Client shall be fully responsible for the Client Site Materials and for the content, accuracy, and completeness thereof and shall indemnify the Developer against any and all damages, losses, and expenses arising as a result of any claims or proceedings on the grounds that the Client Site Materials contain any material that is unlawful or otherwise offensive (including, but not limited to, material that is obscene, pornographic, offensive, defamatory, threatening, incites violence, or that breaches the Intellectual Property Rights of any third party).
- 3.3 The Client hereby acknowledges that the Developer's ability to perform its obligations under this Agreement including, but not limited to, the design and development of the Website in accordance with the Project Specification, is dependent on the Client's full and timely cooperation and the Client hereby agrees to provide the same.

### **4. Reporting**

- 4.1 The Developer shall be responsible for liaising with the Client on all matters under the Agreement.

## 5. **Third-Party Software**

- 5.1 The Third-Party Software (if any) shall be set out in the scope document to the Agreement shall be supplied and incorporated into the Website in accordance with the applicable software licence agreement/s.
- 5.2 The licence fees (if any) payable for the Third-Party Software shall form a part of the Project Fees payable under Clause 6 payable by the Client.

## 6. **Fees and Payment**

- 6.1 The Client shall pay to the Developer the Project Fees, as set out in the Agreement within 5 Business Days of receipt of the Developer's invoice for the same.
- 6.2 Any and all sums invoiced under this Agreement shall be exclusive of VAT.
- 6.3 If the Client fails to make any payment due to the Developer on or by the due date for payment, then, without prejudice to the Developer's other rights and remedies (including, but not limited to those under Clause 13), the Client shall pay interest on the overdue sum from the due date for payment until the payment of that overdue sum, whether before or after judgment.
- 6.4 Interest under sub-Clause 7.3 shall accrue daily at the rate of 8% per annum above the Bank of England's base rate from time to time, and at 8% per annum for any period when that base rate is below 0%.

## 7. **Intellectual Property**

- 7.1 The Client warrants that they have the right to use all Client Site Materials supplied by them to the Developer and that, where applicable, all necessary permissions and rights have been obtained. The Client (or the applicable licensors, as appropriate) shall retain ownership of all Client Site Materials and all Intellectual Property Rights subsisting therein at all times.
- 7.2 The Developer warrants that they have the right to use all Developer Site Materials supplied by them as part of the Website and that, where applicable, all necessary permissions and rights have been obtained.
- 7.3 The Developer shall retain ownership of all Intellectual Property Rights subsisting in the Website until the Project Fees are paid in full by the Client. Upon receipt by the Developer of all sums due, the Developer shall assign the ownership of the same to the Client immediately, and the Parties shall execute all documents necessary to give effect to that assignment. [For the avoidance of doubt the Developer will always own the scripts the Developer uses and third party software will also never be assigned to the Client.]
- 7.4 The Developer shall indemnify the Client against all damages, losses, and expenses arising out of any claims or proceedings brought by a third party for the infringement of the third party's Intellectual Property Rights by any

part of the Website created or supplied by the Developer provided that the Client:

- 7.4.1 promptly notifies the Developer in writing of the claim or proceedings;
  - 7.4.2 makes no admissions or settlements without the Developer's prior written consent;
  - 7.4.3 provides the Developer with all information and assistance that the Developer may reasonably require; and
  - 7.4.4 gives the Developer sole authority to defend or settle the claim or proceedings.
- 7.5 The Client shall indemnify the Developer against all damages, losses, and expenses arising out of any claims or proceedings brought by a third party for the infringement of the third party's Intellectual Property Rights by any part of the Client Site Materials provided that the Developer:
- 7.5.1 promptly notifies the Client in writing of the claim or proceedings;
  - 7.5.2 makes no admissions or settlements without the Client's prior written consent;
  - 7.5.3 provides the Client with all information and assistance that the Client may reasonably require; and
  - 7.5.4 gives the Client sole authority to defend or settle the claim or proceedings.
- 7.6 The indemnities set out in this Clause 7 shall not apply to the extent that the claims or proceedings in question arise out of the indemnifying Party's compliance with any instructions or materials provided by the indemnified Party.
- 7.7 Notwithstanding clause 7.3 above the Client agrees that the Developer can (and is hereby licensed to) display and link all or part of the Website (the copyright and all Intellectual Property Rights in the Website) as part of the Developer's online portfolio.

## 8. Warranties

- 8.1 Each Party hereby warrants to the other that it has the full power and authority to enter into, and perform its obligations under, the Contract.
- 8.2 The Developer shall perform its obligations under the Contract with reasonable care and skill in accordance with generally established and recognised practices and standards prevailing in the website design and development industry.
- 8.3 The Developer will use reasonable skill and care to ensure that the Website shall be free of errors, viruses, and material defects. In the event that the Website does not perform in accordance with the Project Specification, up to 90 days after launch the Developer shall ensure that the Website complies

with the Project Specification without undue delay and at no additional cost to the Client.

- 8.4 The agreement provided in sub-Clause 8.3 shall not apply to the extent that any non-conformity with the Project Specification arises out of modifications made to the Website by the Client or any third-party without the direct involvement of the Developer.

## 9. **Liability**

- 9.1 The Developer shall not be liable to the Client for any of the matters set out in the Schedule hereto. Without prejudice to the generality of the foregoing the remaining provisions of this Clause 9 also apply.
- 9.2 The Developer shall not be liable to the Client for any damage to software or hardware, damage to or loss of data, or for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill, or business opportunity, or for any indirect or consequential loss or damage.
- 9.3 The Client shall not be liable to the Developer for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill, or business opportunity, or for any indirect or consequential loss or damage.
- 9.4 Nothing in this Agreement shall limit either Party's liability under sub-Clause 9.5 or Clause 12 and no sums to be paid thereunder shall count towards the cap on each Party's liability under sub-Clause 9.5.
- 9.5 Subject to sub-Clause 9.3, each Party's total liability to the other in respect of any claims based on any events in any calendar year arising out of or in connection with this Agreement, whether in contract, tort (including negligence), or otherwise shall not exceed the Contract price or £2,000.00 whichever is the higher.
- 9.6 Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury caused by that Party's negligence; fraud; any breach of the terms implied by Section 12 of the Sale of Goods Act 1979 or by Section 2 of the Supply of Goods and Services Act 1982; the deliberate or wilful misconduct of that Party, its employees, agents, or sub-contractors; or for any other form of liability which cannot be limited or excluded by law.
- 9.7 The Client acknowledges that Clause 9.4 has been drawn to its attention prior to entering into the Contract and that it has had the opportunity to negotiate the terms of the Contract.

## 10. **Data Protection**

- 10.1 All personal data that the Parties may use in connection with the Contract shall be collected, processed, and held in accordance with the provisions of the Data Protection Legislation. Nothing in the Contract shall relieve either Party of any obligations set out in the Data Protection Legislation or replace any obligations set out in the Data Protection Legislation.

10.2 Complete details of each Party's collection, processing, storage, and retention of personal data including, but not limited to, the purposes for which personal data is used, the Parties' legal bases for using such personal data, details of data subjects' rights, and personal data sharing (where applicable) are available in the Parties' respective Privacy Notices.

## 11. Data Processing

11.1 The Parties hereby agree that they shall both comply with all applicable data protection requirements set out in the Data Protection Legislation. This Clause 11 shall not relieve either Party of any obligations set out in the Data Protection Legislation and does not remove or replace any of those obligations.

11.2 For the purposes of the Data Protection Legislation and for this Clause 11, the Client is the data controller and the Developer is the data processor.

11.3 The Client shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Developer for the purposes described in the Contract.

11.4 The Developer shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under the Contract:

11.4.1 process the personal data only on the written instructions of the Client unless the Developer is otherwise required to process such personal data by law;

11.4.2 ensure that it has in place suitable technical and organisational measures (as approved by the Client) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures.

11.4.3 ensure that any and all of its employees with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential;

11.4.4 not transfer any personal data outside of the UK without the prior written consent of the Client and only if the following conditions are satisfied:

a) the Client and/or the Developer has/have provided suitable safeguards for the transfer of personal data;

b) affected data subjects have enforceable rights and effective legal remedies;

c) the Developer complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and



- d) the Developer complies with all reasonable instructions given in advance by the Client with respect to the processing of the personal data.
  - 11.4.5 assist the Client at the Client's cost, in responding to any and all requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office);
  - 11.4.6 notify the Client without undue delay on becoming aware of a personal data breach;
  - 11.4.7 on the Client's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Client on termination of the Contract unless it is required to retain any of the personal data by law; and
  - 11.4.8 maintain records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause 11 and to allow for audits by the Client.
- 11.5 The Developer shall not sub-contract any of its obligations with respect to the processing of personal data under the Contract without the prior written consent of the Client not to be unreasonably withheld or delayed.
- 11.6 Either Party may, at any time, and on at least 30 days' notice, alter this Clause 11, replacing it with any applicable data processing clauses or similar terms that form part of an applicable certification scheme. Such terms shall apply and replace this Clause 11 by attachment to the Agreement.

## 12 Confidentiality

- 12.1 Each Party undertakes that, except as provided by sub-Clause 12.2 or as authorised in writing by the other Party, it shall, at all times during the term of this Agreement and for 5 years after its termination or expiry:
- 12.1.1 keep confidential all Confidential Information;
  - 12.1.2 not disclose any Confidential Information to any other party;
  - 12.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;
  - 12.1.4 not make any copies of, record in any way, or part with possession of any Confidential Information; and
  - 12.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 12.1.1 to 12.1.4 above.

12.2 Either Party may:

- 12.2.1 disclose any Confidential Information to:
- 12.2.2 any sub-contractor or supplier of that Party;
- 12.2.3 any governmental or other authority or regulatory body; or
- 12.2.4 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by this Agreement (including, but not limited to, the design and development of the Website), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 12.2.3 or any employee or officer of any such body) obtain and submit to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 12, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

use any Confidential Information for any other purpose, or disclose it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.

12.3 The provisions of this Clause 12 shall continue in force in accordance with their terms for a period of 5 years after the termination or expiry of the Contract, notwithstanding the termination of the Contract for any reason.

### **13 Term and Termination**

13.1 The Contract shall commence on the Commencement Date and, subject to the provisions of this Clause 13, terminate on the acceptance of the Website and the receipt by the Developer of all sums due from the Client under the Contract.

13.2 Without prejudice to any other rights or remedies which may be available to it, either Party may terminate the Contract with immediate effect by written notice to the other Party if:

13.3 any sum owing to that Party by the other Party under any of the provisions of the Contract is not paid within 10 Business Days of the due date for payment;

13.4 the other Party commits any other material breach of any of the provisions of the Contract and, if the breach is capable of remedy,

fails to remedy it within 10 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;

- 13.5 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
- 13.6 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
- 13.7 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction);
- 13.8 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
- 13.9 that other Party ceases, or threatens to cease, to carry on business; or
- 13.10 control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of this Agreement. For the purposes of this Clause 14, “control” and “connected persons” shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 13.11 The termination or expiry of the Contract shall be without prejudice to any rights, remedies, obligations, or liabilities which have already accrued to either of the Parties under the Contract.
- 13.12 On the termination or expiry of the Contract:
- 13.13 all licences granted to the Developer by the Client under the Contract shall terminate immediately;
- 13.14 the Developer shall return all Client Site Materials and any and all copies of the Project Specification in its possession to the Client without undue delay;
- 13.15 any provision of the Contract that either expressly or impliedly survives the expiry termination of the Contract shall remain in full force and effect.

## **14 Force Majeure**

- 14.1 Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party.
- 14.2 In the event that either Party to this Agreement cannot perform their obligations hereunder as a result of force majeure, the affected Party shall be entitled to a reasonable extension of the time for performing those obligations.
- 14.3 In the event that either Party to this Agreement cannot perform their

obligations hereunder as a result of force majeure for a continuous period of 30 Business Days, the other Party may at its discretion terminate this Agreement by written notice at the end of that period.

14.4 In the event of termination under sub-Clause 14.3, the Parties shall agree upon a fair and reasonable payment for all work on the Website completed up to the date of termination.

## **15 No Waiver**

No failure or delay by either Party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

## **16 Further Assurance**

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Contract into full force and effect.

## **17 Assignment and Sub-Contracting**

17.1 Subject to sub-Clause 17.2, the Contract is personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge), sub-licence, or otherwise delegate any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

17.2 The Developer shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Contract, be deemed to be an act or omission of the Developer.

## **18 Relationship of the Parties**

Nothing in the Contract shall constitute or be deemed to constitute a partnership, joint venture, agency, or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Contract.

## **19 Third Party Rights**

19.1.1 Unless expressly stated otherwise, no part of the Contract is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

19.1.2 Subject to this Clause 19 this Agreement shall continue and be

binding on the transferee, successors and assigns of either Party as required.

## **20 Notices**

20.1.1 All notices under the Contract shall be in writing and be deemed duly given if signed by, or on behalf of, the Party themselves if unincorporated and otherwise by a duly authorised officer of the Party giving the notice.

20.1.2 Notices shall be deemed to have been duly given:

20.1.2.1.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

20.1.2.1.2 when sent, if transmitted by e-mail to the correct address and no failed delivery message is received ;  
or

20.1.2.1.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

20.1.2.1.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, notified to the other Party.

## **21 Entire Agreement**

21.1.1 The Terms and Conditions and the Agreement (together the Contract) contain the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

21.1.2 Each Party acknowledges that, in entering into the Contract, it does not rely on any representation, warranty, assurance or other provision (made innocently or negligently) except as expressly provided in the Contract.

## **22 Counterparts**

The Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

**23 Severance**

In the event that one or more of the provisions of the Terms and Conditions or the Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Heads of Terms or the Agreement. The remainder of this Agreement shall be valid and enforceable.

**24 Expert Determination**

<b>“Expert”</b>	means a person appointed under Clause 24 to resolve the matter or matters referred to in that Clause;
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- 24.1.1 The Parties hereby agree to the appointment of an Expert in the event that a dispute or similar matter arises with respect to any technical issues arising. The Expert shall resolve the matter or matters in accordance with the provisions of this Clause 24.
- 24.1.2 The Parties shall use their reasonable endeavours to agree on the Expert to be appointed and to agree the terms of that appointment with the Expert.
- 24.1.3 In the event that the Parties are unable to agree on the choice of Expert and/or the terms of appointment within 10 days of one Party giving written notice to the other of their suggested expert, either Party shall be entitled to make a request to a suitable body to appoint a reputable Expert with experience in the matters in dispute and/or to agree the terms of appointment with the Expert, if applicable.
- 24.1.4 When determining the issue, the Expert shall, in particular, consider the scope document attached to the Agreement and the exclusions set out In these Terms & Conditions.
- 24.1.5 The Parties hereby agree that they shall act reasonably and provide all reasonable co-operation with the Expert in order to give effect to the provisions of this Clause X and shall refrain from any act or omission which may impair or prevent the Expert from reaching their decision.
- 24.1.6 Each Party shall reasonably co-operate with the other including by, but not limited to, providing access to any and all documentation and personnel reasonably required by the other Party to make a submission to the Expert under this Clause 24.
- 24.1.7 The Parties may make oral and written submissions to the Expert

and shall provide the Expert with any and all assistance, documentation, and personnel access as reasonably required by the Expert.

- 24.1.8 Where applicable, to the extent that the same are not provided for under this Clause 24, the Expert may, at their discretion, determine such other procedures or measures to assist in the determination of the issue as it may deem reasonably necessary, appropriate, and proportionate.
- 24.1.9 All matters concerning the determination of the issue by the Expert and the Expert's decision shall constitute Confidential Information as defined in Clause 12.
- 24.1.10 All matters relating to this Clause shall be conducted in the English language. The Expert's decision shall also be written in the English language.
- 24.1.11 The Expert shall be required to provide their decision on the matter or matters in writing to the Parties within 30 days of the matter or matters being referred to them.
- 24.1.12 The Expert shall act in their capacity as an expert and not as an arbitrator. The Expert shall determine the issue. In the absence of manifest error or fraud, the Expert's written decision on the matter or matters referred to them shall be final and binding on the Parties.
- 24.1.13 Each Party shall bear its own costs with respect to the reference to the Expert. The Expert's fees and any costs properly incurred by the Expert in determining issue and reaching their decision shall be borne equally by the Parties.
- 24.1.14 Save in the case of bad faith, the Expert shall not be liable to the Parties for any act or omission relating to the Expert's appointment under this Clause 24.

## **25 Law and Jurisdiction**

- 25.1.1 The Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 25.1.2 Subject to Clause 24, any dispute, controversy, proceedings or claim between the Parties relating to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

**SCHEDULE**  
**EXTENT OF AVAILABLE SERVICES**  
**and liability**

**(actual services provided are set out in the Project Specification attached to the Agreement)**

- Website Development - WordPress Non-E-commerce Sites - design, development, and initial deployment – detailed in project scope document attached (if any)
- WordPress E-commerce Sites: - e-commerce setup including product listings and payment gateways - detailed in project scope document attached (if any)
- PHP Applications: - Custom PHP development, including plugins for WordPress as specified in the project scope attached (if any).
- Website Maintenance and Upgrades - For Websites We Build (excludes third party builds We manage or take over): - Maintenance includes updates to WordPress core, themes, and plugins installed on the site – it can also include updates to the server. \*

Where there is no Maintenance Contract with US: - Client assumes full responsibility for website and server maintenance on handover.

Website Takeover from Third Parties - coverage for pre-existing issues whether they are known or unknown at the time of takeover will be charged separately and We will not be liable to the Client for any loss or costs save where explicitly outlined in a separate service agreement. Upgrades to the site where possible and whilst We will use reasonable endeavours to carry out this upgrade each project will be dependent on the agreed terms based on any review of the site (whether that review is paid or not) as set out in the scope document attached (if any.)

Issues will be addressed on a case-by-case basis as they arise.

Clients responsible for GDPR and legal compliance of their website this is not a responsibility of Metropolis Web Design.

e-commerce websites will include management of personal data like names, emails, and addresses, with functionalities for data deletion and search provided but the Client is responsible to obtain it's own Policies and handle its own procedures.

Third-Party Software, Plugins: - Pro Plugins: - We will make recommendations for the use of pro versions of plugins where required for certain functionality. These are an additional Client cost unless otherwise agreed in the scope document attached (if any.)

Security Plugins: - Recommendations for using pro versions of security plugins may be made due to the nature of the website. Client is assumes all risk associated with not using recommended security plugins.



Legal Documents: - We do not provide terms and conditions or other legal compliance documents. If requested We can made a suitable referral to a company that provides this service.

Third-Party Tracking Software: - If the client wishes to install tracking software like Google Analytics – Client acknowledges that this software typically requires additional plugins for GDPR compliance, which are generally pro versions. - The installation of these compliance plugins is not normally be included unless otherwise agreed in the scope document attached (if any.)

For websites being taken over that already have tracking software installed, the Client acknowledges that We are not liable or responsible for any GDPR breaches if the existing setup does not comply with necessary regulations.

Security Measures - Implementation of Two-Factor Authentication (2FA) for enhanced security, particularly on e-commerce platforms. - Where Client removes 2FA, they do so at their risk and are liable for the security risks associated with this.

Requirements for Scope of Work for Web Development and Maintenance Services Server Software Updates and Backups and Uptime: - After handover Client responsibility. unless stipulated in any maintenance agreement.

Remote Backups: - Unless otherwise agreed in any scope document attached (if any) no secondary remote backup will be made of the site. If a remote backup is set up, Client is responsible for all third-party fees for server backups.

Setting up secondary backups are not normally included unless explicitly agreed in the scope document attached (if any.)

Server Uptime – servers and databases can occasionally go offline – this can be because of an issue with server not updating properly, or with the internet or hosting company or heavy traffic or connectivity in general. We do not guarantee uninterrupted service.

Where servers go down due to heavy traffic We will attempt mitigation without guarantee of success. Additional fees will be payable for this service which may involve upgrading servers, to be agreed at the relevant time.

Security Vulnerabilities – Unless otherwise agreed, the client is responsible for maintaining all software updates. Failure to do so can lead to security vulnerabilities.

Zero-day attack vulnerabilities might not be preventable through standard maintenance. In the event that specific security measures are required by the Client this will be set out in the scope document attached (if any.)

Use of Third-Party Plugins - Licencing terms may need to be addressed. If relevant this will be set out in the scope document attached (if any.)