



Terms and Conditions of Business

Bluepay Ltd

Bluepay Ltd, a company registered in England & Wales, whose registered office is Unit 4 City Limits Danehill, Reading, Berkshire, RG6 4UP

1 DEFINITIONS

The following expressions shall have the following meanings:

- 1.1 “Company” means Bluepay Ltd
- 1.2 “Client” means any person who purchases Services from the Company.
- 1.3 “Proposal” means a quotation or other similar document describing the Services.
- 1.4 “Services” means the services as described in the Proposal.
- 1.5 “Terms and Conditions” means the terms and conditions of supply of Services as set out in this document and any subsequent terms and conditions agreed in writing by the Company.
- 1.6 “Agreement” means the contract between the Company and the Client for the provision of the Services incorporating these Terms and Conditions.
- 1.7 “Intellectual Property Rights” means any patent, trademark, service mark, registered design, copyright, design right, right to extract or exploit information from a database, database rights, know-how, confidential information or process, any application for any of the above, and any other Intellectual Property Right recognised in any part of the world whether or not presently existing or applied for;
- 1.8 “Arbitrator” is the party nominated to resolve a dispute between the Company and the Client.

2 GENERAL

- 2.1 These Terms and Conditions shall apply to the Agreement for the supply of Services by the Company to the Client and shall supersede any other documentation or communication between parties.
- 2.2 Any variation to these Terms and Conditions must be agreed in writing by the Company.
- 2.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Company may be entitled in relation to the Services, by virtue of any statute, law or regulation.

3 PROPOSAL

- 3.1 The Proposal for Services is attached to these Terms and Conditions.
- 3.2 The Proposal for Services shall remain valid for a period of 30 days.
- 3.3 The Proposal must be accepted by the Client in its entirety.

- 3.4 The Agreement between the Company and the Client, incorporating these Terms and Conditions, shall only come into force when the Company confirms acceptance in writing to the Client.

4 SERVICES AND DELIVERY

- 4.1 The Services are as described in the Proposal.
- 4.2 Any variation to the Services must be agreed by the Company in writing.
- 4.3 The Services shall commence on receipt of an initial payment by the Client and continue until terminated by either party giving not less than 30 days' notice in writing or unless terminated according to the terms of this Agreement.
- 4.4 The Services shall be carried out at the place of work of the Company or any other location that the Company deems appropriate.
- 4.5 Dates given for the delivery of Services are estimates only and not guaranteed. Time for delivery shall not be of the essence of the Agreement and the Company shall not be held liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery.
- 4.6 The Company shall not be liable for the delay in transit of any items resulting from the provision of the Services if such delay is not caused by the Company.
- 4.7 Any complaints regarding missing, damaged or defective items must be intimated in writing to the Company within 7 days from the date of delivery.

5 PRICE AND PAYMENT

- 5.1 The price for Services is as specified in the Proposal and is exclusive of VAT and any other charges as outlined in the Proposal.
- 5.2 The terms for payment are as specified in the Proposal.
- 5.3 All direct costs and expenses incurred by the Company in connection with the provision of the Services will be re-charged at cost or according to standard charges as described in the Proposal and are payable by the Client on production of the appropriate invoice.
- 5.4 The Client must settle all payments for Services within 14 days from the invoice date.
- 5.5 The Client will pay interest on all late payments at a rate of 8% per annum above the base lending rate of Bank of England.
- 5.6 The Company is also entitled to recover all reasonable expenses incurred in obtaining payment from the Client where any payment due to the Company is late.

- 5.7 The Company withholds the right to cease providing the Services to the Client if payment is not received. This includes removing our website hosting service. The Company withholds the right to charge an additional amount to reinstate any services that were withdrawn due to late payment.
- 5.8 The Client is not entitled to withhold any monies due to the Company.
- 5.9 The Company is entitled to vary the price to take account of:
- 5.9.1 any additional Services requested by the Client which were not included in the original Proposal;
 - 5.9.2 any additional work required to complete the Services which was not anticipated at the time of the Proposal;
 - 5.9.3 any corrective work required to text, images or digital information supplied by the Client that is unclear or unsuitable;
 - 5.9.4 any reasonable increase in hourly rate, if applicable;
- and any variation must be intimated to the Client in writing by the Company.
- 5.9 The Company shall be responsible for the payment of any Tax, VAT or other liabilities arising out of remuneration for providing the Services.

6 CLIENT OBLIGATIONS

- 6.1 The Client agrees to cooperate with the Company and shall provide any support, information and facilities to the Company as may be required.
- 6.2 The Client shall make any necessary corrections and subsequently approve all proofs and drafts supplied by the Company.
- 6.3 The Client shall ensure that no materials supplied by them to the Company infringe the legal rights of any third party.
- 6.4 The Client agrees to refrain from directly or indirectly recruiting any person employed or engaged by the Company for the purpose of providing the Services for a period of twelve months following completion of the Services.

7 COMPANY OBLIGATIONS

- 7.1 The Company shall supply the Services as specified in the Proposal.
- 7.2 The Company shall perform the Services with reasonable skill and care and to a reasonable standard and in accordance with recognised codes of practice.

7.3 The Company shall take all reasonable steps to avoid mistakes when providing the Services but shall incur no liability should errors be found after the Client has approved the proofs.

7.4 The Company shall have the authority to delegate any obligations to other employees or subcontractors but undertakes to notify the Client of any significant changes to personnel.

8 CONFIDENTIALITY

8.1 The Company shall keep secret and confidential all information relating to the business or affairs of the Client, the Clients subsidiaries and the Clients customers. However, we do seek testimonials where appropriate and unless specified, the Client agrees to the publication of such testimonials.

9 INTELLECTUAL PROPERTY RIGHTS

9.1 The Company shall take all reasonable steps to ensure that they, or others to whom work has been delegated, refrain from causing damage to the Intellectual Property Rights belonging to the Client.

9.2 The Client shall not distribute any Intellectual Property Rights belonging to the Company to any third party without the written consent of the Company.

9.3 Any Intellectual Property Rights created as a result of the Services shall belong to the Company unless provision has been made to the contrary in the Proposal.

9.4 The Client and the Company shall not infringe the Intellectual Property Rights of any third party during the term of this Agreement.

10 PROPERTY AND RISK

10.1 Risk in any property or materials used to provide the Services shall pass from the Company to the Client when the property or materials leave the premises of the Company or on delivery if the Consultant is transporting the items.

10.2 Adequate insurance should be held by both parties to protect any property or materials that are within their care.

10.3 Title or ownership of any property or materials belonging to the Company remains with the Company until payment is received from the Client in full.

11 TERMINATION

11.1 The Agreement shall continue until the Services have been provided in terms of the Proposal or any subsequent date as mutually agreed in writing by both parties or until terminated by either party in accordance with these Terms and Conditions.

- 11.2 The Client may terminate the Agreement if the Company fails to comply with any aspect of these Terms and Conditions and this failure continues for a period of 2 weeks after notification of non-compliance is given.
- 11.3 The Company may terminate the Agreement if the Client has failed to make over any payment due within 4 weeks of the sum being requested.
- 11.4 Either party may terminate the Agreement by notice in writing to the other if:
 - 11.4.1 the other party commits a material breach of these Terms and Conditions and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or
 - 11.4.2 the other party commits a material breach of these Terms and Conditions which cannot be remedied under any circumstances; or
 - 11.4.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or
 - 11.4.4 the other party ceases to carry on its business or substantially the whole of its business; or
 - 11.4.5 the other party is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
- 11.5 In the event of termination, the Client must make over to the Company any payment for work done and expenses incurred up to the date of termination.
- 11.6 Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of the Agreement as at the date of termination.

12 WARRANTY

Both parties warrant their authority to enter into this Agreement and have obtained all necessary approvals to do so.

13 LIMITATION OF LIABILITY

- 13.1 The Company shall not be liable under any circumstances to the Client or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Client howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

- 13.2 Nothing in these Terms and Conditions shall exclude or limit the liability of the Company for death or personal injury, however the Company shall not be liable for any direct loss or damage suffered by the Client howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the sum insured under the professional indemnity insurance policy held by the Company in the insurance year in which the Clients claim is first notified.

14 INDEMNITY

The Client shall indemnify the Company against all claims, costs and expenses which the Company may incur and which arise directly or indirectly from the Clients breach of any of its obligations under these Terms and Conditions.

15 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

16 ASSIGNMENT

The Client shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Company.

17 RELATIONSHIP OF PARTIES

Nothing in the Agreement shall be construed as establishing or implying a partnership or joint venture between the parties or suggest that either of the parties are agent for the other.

18 THIRD PARTY RIGHTS

Nothing in these Terms and Conditions intend to or confer any rights on a third party.

19 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

20 WAIVER

The failure by either party to enforce at any time or for any period, any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions.

21 NOTICES

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Proposal or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

22 ENTIRE AGREEMENT

These Terms and Conditions supersede any previous agreements, arrangements, documents or other undertakings either written or oral.

23 GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.