



TERMS AND CONDITIONS

1. Definitions

In these terms and conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings:

- 1.1 **Agreement:** 3di Information Solutions Limited (incorporated and registered in England and Wales with company number 04487377 whose registered office is at Unit 6, Albion House, High Street, Woking, Surrey, UK, GU21 6BG (“**3di**”) agrees to provide the Services to the person, firm or company identified in any attached Particulars or in the Services Schedule (“**the Client**”) during the Term, and the Client agrees to pay the Charges, in each case subject to these Terms and Conditions.
- 1.2 **Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;
- 1.3 **Charges:** the charges payable by the Customer for the supply of the Services in accordance with clause 5.
- 1.4 **Client Property:** all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the Client or its customers and business contacts, and any equipment, keys, hardware or software provided by the Client for 3di's use in providing the Services, and any data or documents (including copies) produced, maintained or stored by 3di on the computer systems or other electronic equipment of the Client during the Term;
- 1.5 **Confidential Information:** all information relating to the assets, business or operations of the disclosing party disclosed to the receiving party either directly or indirectly, whether from observation, materials submitted, or disclosures made. Confidential information includes, but is not limited to, business and marketing information, inventions, products, processes, developments, methods, systems, improvements, trade secrets, technology, software source code including resource files and other files extracted from the source code, data, ideas, strategies, financial information, production information, formulations, manufacturing processes, and product standards and specifications. Confidential information does not include information that was already in the public domain, or was already known by the receiving party prior to receiving the information from the disclosing party.
- 1.6 **Deliverables:** the deliverables specified in the Services Schedule;
- 1.7 **Document:** includes, in addition to any document in writing, any webpage, drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form;
- 1.8 **Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights



to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

- 1.9 **Services:** the services to be provided by 3di to the Client under this Agreement, as more particularly described in the Services Schedule;
- 1.10 **the Services Schedule:** the Schedule, Specification, Statement of Work, Quotation, Proposal or Report attached to or referenced by this Agreement which describes the Services;
- 1.11 **Supplier Property:** any materials, equipment, documents or other property of 3di used in the performance of the Services;
- 1.12 **Term:** the period commencing on the Commencement Date and continuing until the Delivery Date or the Termination Date, whichever is the sooner;
- 1.13 **Termination Date:** the date of termination of this Agreement, howsoever arising;
- 1.14 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it;
- 1.15 A reference to one gender shall include a reference to the other genders, words in the singular include the plural and vice versa;
- 1.16 a reference to **writing** or **written** includes e-mails, unless otherwise stated.

2. **Basis for contract**

- 2.1 Any quotation given by 3di shall not constitute an offer, and is only valid for a period of 40 Business Days from its date of issue, unless otherwise stated.
- 2.2 These Conditions apply to the Agreement 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.
- 2.3 Each party acknowledges and agrees with the other party that this Agreement constitutes the entire agreement and understanding between the parties relating to its subject matter and supersedes any previous agreement between them relating thereto. In entering into this Agreement neither party has relied on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether made innocently or negligently and whether or not made in writing) of any person (whether or not party to this Agreement) which is not expressly set out in this Agreement. Nothing in this clause 2.3 shall, however, operate to limit or exclude any liability for fraud.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by 3di, and any descriptions or illustrations contained on 3di's website, collateral or social media posts, are issued or published for the sole purpose of giving an approximate idea of the Services described in them, and shall not form part of the Agreement or have any contractual force.

3. **Supplier's obligations**

- 3.1 During the Term 3di shall:



- (a) provide the Services with all due care, skill and ability and in all material respects in accordance with the Services Schedule;
 - (b) use all reasonable endeavours to meet any performance dates specified in the Particulars or Services Schedule, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services;
 - (c) be entitled to nominate any suitably qualified and skilled individual or individuals to provide all or any of the Services;
 - (d) keep and maintain all Client Property at 3di's premises in safe custody at its own risk, maintain the Client Property in good condition until returned to the Client, not dispose of or use the Client Property other than in accordance with the Client's written instructions or authorisation, and return the Client Property to the Client on demand.
- 3.2 The relationship of 3di to the Client will be that of independent contractor and nothing in this Agreement shall render 3di an employee, worker, agent or partner of the Client.
- 3.3 Nothing in this Agreement shall prevent 3di or anyone else providing the Services on behalf of 3di from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during the Term, provided that such activity does not cause a breach of any of 3di's obligations under this Agreement, and 3di shall not be required to give priority to the provision of the Services to the Client over any other business activities undertaken by it during the course of the Engagement.

4. Client's obligations

4.1 The Client shall:

- (a) ensure that the terms of the Agreement and any information it provides in the Particulars and/or Services Schedule are complete and accurate;
 - (b) co-operate with 3di in all matters relating to the Services;
 - (c) provide, in a timely manner, such information as 3di may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
 - (d) keep and maintain all Supplier Property at the Client's premises in safe custody at its own risk, maintain 3di Property in good condition until returned to 3di, and not dispose of or use 3di Property other than in accordance with 3di's written instructions or authorisation, and return 3di Property to 3di on demand.
 - (e) ensure that all Client Property it makes available for use by 3di, its agents, subcontractors, consultants and employees in connection with the performance of the Services is in good working order and suitable for the purposes for which it is used and conforms to all relevant United Kingdom standards or requirements.
- 4.2 If 3di's performance of any of its obligations under the Agreement 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) 3di shall without limiting its other rights or remedies 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 to the extent the Client Default prevents or delays 3di's performance of any of its obligations;
- (b) 3di shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from 3di's failure or delay to perform any of its obligations as set out in this clause 4.2; and
- (c) the Client shall reimburse 3di on written demand all reasonable costs, charges or losses sustained or incurred by 3di (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Agreement, subject to 3di confirming such costs, charges and losses to the Client in writing.

5. Charges and expenses

- 5.1 The Services under this Agreement are divisible. 3di shall invoice the Client on completion of the Services, or monthly, or at the intervals specified in the Services Schedule. Each invoice for work performed shall be payable by the customer in full in accordance with the terms of payment provided for therein, without reference to and notwithstanding any bona fide dispute related to the work covered by any other invoice.
- 5.2 Save where there is a bona fide dispute, if the Client has been granted credit terms by 3di, the Client shall pay each invoice submitted by 3di, in full and without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law), in cleared funds to a bank account nominated in writing by 3di, within 30 days of the date of the invoice, and time for payment shall be of the essence of the Agreement.
- 5.3 Save where there is a bona fide dispute, if the Client has not been granted credit terms by 3di, the Client shall pay each proforma invoice submitted by 3di, in full and without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law), in cleared funds to a bank account nominated in writing by 3di, immediately on receipt, and time for payment shall be of the essence of the Agreement.
- 5.4 Subject to prior written agreement and production of receipts or other appropriate evidence of payment, 3di shall be entitled to charge the Client for any expenses reasonably incurred by the individuals whom 3di engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, for the cost of services provided by third parties and required by 3di for the performance of the Services, and for the cost of any materials.
- 5.5 All amounts payable by the Client under the Agreement are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Agreement by 3di to the Client, the Client shall, on receipt of a valid VAT invoice from 3di, pay to 3di 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 the Services.



- 5.6 If the Services Schedule specify that the Charges for the Services are payable on a time and materials basis: the Charges for each individual are calculated on the basis of a seven and a half hour day between 8.00am and 6.00pm worked on Business Days, and 3di shall be entitled to charge an overtime rate of 150% on a pro-rata basis for any time worked by individuals whom it engages on the Services outside these hours.
- 5.7 If the Term continues for more than 12 months, 3di reserves the right to increase its fee rates, not more than once in any 12 month period, by giving the Client not less than 3 months prior written notice. If such increase is not acceptable to the Client, it shall notify 3di in writing within 4 weeks of the date of 3di's notice and 3di shall have the right without limiting its other rights or remedies to terminate the Agreement by giving not less than 4 weeks' written notice to the Client.
- 5.8 Without prejudice to any other right or remedy that 3di may have, if the Client fails to pay 3di on the due date:
- (a) the Client shall, together with the overdue amount, pay interest thereon on a daily basis from the due date until the date of actual payment (whether before or after judgment) at the rate of 4% per annum above Lloyds Bank PLC's base rate from time to time; and
 - (b) 3di may suspend all Services until payment has been made in full.
- 5.9 Notwithstanding any other provision of this Agreement, all sums payable to 3di under this Agreement shall become due immediately on the Termination Date.

6. Intellectual property rights

- 6.1 Subject to the following provisions of this clause, all Intellectual Property Rights and all other rights in any Documents, information, products and materials in any form, including computer programs, data, and reports (including drafts), which were in the possession of 3di before the Commencement Date, or which were developed by 3di or its employees, consultants, agents or subcontractors in the performance of the Services, other than the Client Property, shall, as between the Client and 3di, be and remain the exclusive property of 3di.
- 6.2 All Intellectual Property rights in the Deliverables shall be vested in the Client with effect from the date the Client has paid all Charges and expenses due to 3di under this Agreement.
- 6.3 3di shall make available to the Client a copy of any translation memory files created by 3di in the performance of the Services, in such format or media as may be specified in the Services Schedule and, subject to full compliance by the Client with its obligations under this Agreement, licences the Client to make such use of the translation memory file, free of charge and on a non-exclusive, worldwide basis as is necessary to enable the Client to make reasonable use of the Deliverables in the normal course of its business.

7. Confidential information

- 7.1 Each receiving party shall keep in strict confidence all Confidential Information disclosed to it by the disclosing party.
- 7.2 The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging



the receiving party's obligations under the Agreement, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Agreement.

- 7.3 The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction, or which is already in, or comes into, the public domain otherwise than through the receiving party's unauthorised disclosure.
- 7.4 Each party acknowledges that if it breaches this agreement it is likely to cause loss or damage to the disclosing party. In that event the disclosing party shall be entitled to apply for injunctive relief, claim damages or receive other, appropriate compensation.

8. **Bribery and corruption**

8.1 Each party shall:

- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
- (b) have and shall maintain in place throughout the Term its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;
- (c) promptly report to each other any request or demand for any undue financial or other advantage of any kind which it may receive (provided that, in the case of 3di, such advantage is received by 3di in connection with the performance of the Services);
- (d) immediately notify the other if a foreign public official becomes an officer or employee of it or acquires a direct or indirect interest in it (and each party warrants that it has no foreign public officials among its officers, employees or shareholders owners at the date of this Agreement).

8.2 For the purpose of clause 8.1, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), section 6(5) and 6(6) of that Act and section 8 of that Act respectively.

9. **Limitation of liability: THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

- 9.1 If 3di's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, 3di shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.
- 9.2 Subject to clauses 9.3 and 9.4, 3di's total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited in respect of all claims (connected or unconnected) in any consecutive 3 (three) month period to the equivalent of the total Fees paid by the Client in that period.



9.3 Subject to clause 9.4, 3di shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill, loss of use or corruption of software, data or information, or for any indirect or consequential loss.

9.4 Nothing in this Agreement limits or excludes 3di's liability for:

- (e) death or personal injury caused by its negligence;
- (f) fraud or fraudulent misrepresentation; or
- (g) any other liability which cannot be limited or excluded by applicable law.

9.5 This clause 9 shall survive termination of the Agreement.

10. Termination

10.1 Either party may terminate the Agreement at any time by giving the other party 3 months' prior written notice.

10.2 3di may terminate this Agreement with immediate effect by giving written notice to the Client if:

- (a) the Client fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
- (b) the Client commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so, or repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- (c) the Client suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (d) the Client commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Client;
- (f) the Client (being an individual) is the subject of a bankruptcy petition or order;



- (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Client;
 - (h) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - (i) a person becomes entitled to appoint a receiver over the assets of the Client or a receiver is appointed over the assets of the Client;
 - (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Clients assets and such attachment or process is not discharged within 14 days;
 - (k) the Client suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
 - (l) the Client's financial position deteriorates to such an extent that in 3di's opinion the Client's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy;
 - (m) the Client (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation; or
 - (n) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.2(c) or 10.2(m) inclusive).
- 10.3 The rights of the parties under this clause 10 are without prejudice to any other rights that they might have at law to terminate this Agreement or to accept any breach of this Agreement by the other party as having brought this Agreement to an end, and any delay in exercising any such right to terminate shall not constitute a waiver of that right.
- 10.4 On termination or expiry of this Agreement:
- (a) the Client shall immediately pay to 3di all of 3di's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, 3di may submit an invoice, which shall be payable immediately on receipt;
 - (b) the Client shall return all of 3di Property and any Deliverables which have not been fully paid for. If the Client fails to do so, then 3di may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Agreement;
 - (c) 3di shall:
 - (i) deliver to the Client all Client Property which is in its or his possession or under its or his control; and



- (ii) delete any information relating to the business of the Client stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its possession or under its control outside the premises of the Client;
- (d) Clauses 7 (Confidential Information), 9 (Limitation of liability), 11 (Notices), and 12.8 (Governing law and jurisdiction) shall continue in full force and effect; and
- (e) 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 Agreement which existed at or before the date of termination or expiry, shall not be affected.

11. Notices

- 11.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.
- 11.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 11.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
- 11.3 In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post.
- 11.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

12. Miscellaneous and general

- 12.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 12.2 Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement if it prevented, hindered or delayed in or from performing such obligations by any circumstance outside its reasonable control including (without limitation) acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, collapse of buildings, fire, explosion or



accident, or interruption or failure of a utility service or transport or public or private telecommunications network..

- 12.3 The Client shall not, without the prior written consent of 3di, at any time from the date of this Agreement to the expiry of 12 months after the Termination Date, solicit or entice away from 3di or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of 3di in the provision of the Services. Any consent given by 3di in accordance with this clause 12.3 shall be subject to the Client paying to 3di a sum equivalent to 33% of the higher of the then current annual remuneration of that employee, consultant or subcontractor and the annual remuneration to be paid by the Client to that employee, consultant or subcontractor.
- 12.4 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any such invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were modified in any way, the parties shall negotiate in good faith to modify such provision so that, as modified, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 12.5 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 12.6 This Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.
- 12.7 No person who is not a party to this agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists, or is available, apart from under that Act. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement is not subject to the consent of any person that is not a party to this Agreement.
- 12.8 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales, and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).
- 12.9 3di maintains a Privacy Policy and working practices that are consistent with the General Data Protection Requirements (GDPR). 3di will collect information about the Client to process enquires, manage Client contact information, deliver the Services, and contact the Client about 3di products and services that may be of interest to the Client. 3di uses Client information collected from the website to personalise repeat visits to the 3di website. 3di has assessed that each of the personal information use situations is covered by either the 'Contract' or 'Legitimate Interest' legal basis for data use as described under the GDPR. 3di will keep this under review. 3di will not share Client information for marketing purposes with Third Parties unless the Client specifically gives 3di permission to do so.