



**Terms and conditions  
for the supply of services by 3di**

**1. INTERPRETATION**

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

**1.1 Definitions:**

**3di:** 3di Information Solutions Limited registered in England and Wales with company number 04487377.

**Background Intellectual Property Rights:** any Intellectual Property Rights, other than Foreground Intellectual Property Rights and Client Intellectual Property Rights, that are used in the course of or in connection with the provision of the Services.

**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 in accordance with clause 5.

**Client:** the person or firm who purchases Services from 3di.

**Client Default:** has the meaning set out in clause 4.2.

**Client Intellectual Property Rights:** Intellectual Property Rights supplied or made available by the Client to 3di in connection with the provision of the Services.

**Commencement Date:** has the meaning given in clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 12.5.

**Contract:** the contract between 3di and the Client for the supply of Services in accordance with these Conditions.

**Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

**Deliverables:** the deliverables set out in the Specification.

**Foreground Intellectual Property:** any Intellectual Property Rights that arise or are developed by 3di in the course of or in connection with its provision of the Services.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, 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 secret), 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.



**Order:** the Client's order for Services as set out in the Client's written acceptance of 3di's quotation or in the Client's purchase order form as the case may be.

**Services:** the services, including the Deliverables, supplied by 3di to the Client as set out in the Specification.

**Specification:** the description or specification of the Services as set out in the quotation, proposal or scope of work (as the case may be) issued by 3di.

## 1.2 Interpretation:

1.2.1 Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision:

1.2.1.1 is a reference to it as it is in force as at the date of this Contract; and

1.2.1.2 shall include all subordinate legislation made as at the date of this Contract under that legislation or legislative provision.

1.2.2 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.

1.2.3 A reference to **writing** or **written** includes email.

## 2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Client to purchase Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when 3di issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 Any samples, drawings, descriptive matter or advertising issued by 3di, and any descriptions or illustrations contained on 3di's website or social media 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.

2.4 These 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 law, trade custom, practice or course of dealing.

2.5 Any quotation given by 3di shall not constitute an offer, and is only valid for a period of 90 days from its date of issue or such other period expressly stated in 3di's quotation.

## 3. SUPPLY OF SERVICES

3.1 3di shall supply the Services to the Client in accordance with the Specification in all material respects.

3.2 3di shall use all reasonable endeavours to meet any performance dates specified in Specification or otherwise agreed to by 3di, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.



3.3 3di reserves the right to amend the Specification 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 3di shall notify the Client in any such event.

3.4 3di warrants to the Client that the Services will be provided using reasonable care and skill.

#### 4. **CLIENT'S OBLIGATIONS**

4.1 The Client shall:

4.1.1 ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;

4.1.2 co-operate with 3di in all matters relating to the Services;

4.1.3 provide 3di, its employees and subcontractors, with access to the Client's premises, IT networks, repositories and applications as reasonably required by 3di;

4.1.4 provide 3di with such information and materials as 3di may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

4.1.5 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; and

4.1.6 comply with any additional obligations as set out in the Specification.

4.2 If 3di'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**):

4.2.1 without limiting or affecting any other right or remedy available to it, 3di 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 3di's performance of any of its obligations;

4.2.2 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

4.2.3 the Client shall reimburse 3di on written demand for any costs or losses sustained or incurred by 3di arising directly or indirectly from the Client Default.

#### 5. **CHARGES AND PAYMENT**

5.1 The Charges for the Services shall be as set out or calculated in the Specification.

5.2 If 3di and the Client agree to overtime being paid for the provision of the Services (or any part of them) it will be charged at 150% of 3di's hourly rate.

5.3 Where the Services are to be supplied or to continue after the first anniversary of the Commencement Date, 3di reserves the right to increase the Charges, but not more than once in any 12 month period, by giving the Client not less than three months prior



written notice. If such increase is not acceptable to the Client, it shall notify 3di in writing within four weeks of the date of 3di's notice and 3di shall have the right without limiting its other rights or remedies to terminate the Contract by giving not less than four weeks' written notice to the Client

- 5.4 3di shall invoice the Client on completion of the Services, or monthly or such other intervals as may be specified in the Specification.
- 5.5 The Client shall pay each invoice submitted by 3di:
  - 5.5.1 within 30 days of the date of the invoice or in accordance with any credit terms agreed by 3di and confirmed in writing to the Client; and
  - 5.5.2 in full and in cleared funds to a bank account nominated in writing by 3di, and time for payment shall be of the essence of the Contract.
- 5.6 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 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.
- 5.7 If the Client fails to make a payment due to 3di under the Contract by the due date, then, without limiting 3di's remedies under clause 9, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 5.8 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).
6. **INTELLECTUAL PROPERTY RIGHTS**
  - 6.1 All Background Intellectual Property Rights are and shall remain the exclusive property 3di (or, where applicable, the third party from whom 3di's right to use the Background Intellectual Property has derived).
  - 6.2 The Client grants or procures the grant of all such licences to 3di to use Client Intellectual Property Rights to allow 3di to perform the Services and exercise its rights and perform its obligations under the Contract.
  - 6.3 With regard to Foreground Intellectual Property Rights:
    - 6.3.1 3di assigns to the Client, with effect from the date that all Charges due to 3di under the Contract have been paid, any Foreground Intellectual Property Rights that arise in any Deliverables (and the Client grants 3di a licence to use those Foreground Intellectual Property Rights, free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable 3di to supply the Services); and
    - 6.3.2 3di shall own all other Foreground Intellectual Property Rights that arise or are obtained or developed in connection with the provision of the Services.



- 6.4 The Client warrants that the use of the Client Intellectual Property Rights by 3di in connection with the performance of the Services shall not infringe the rights, including any Intellectual Property Rights, of any third party.
- 6.5 Following conclusion of the Services and payment by the Client for those Services, 3di shall make available to the Client (upon written request) a copy of the translation memory files (if any) created by 3di in the performance of the Services, in such format or media as may be specified in the Specification, subject to the Client paying 3di's charges calculated on a time basis for producing and making available the translation memory file.
- 6.6 Without prejudice to clause 6.3, subject to full compliance by the Client with its obligations under the Contract, at the time of making the translation memory files available to the Client pursuant to clause 6.5, 3di grants a licence of the Intellectual Property Rights that it owns in such files to the Client, free of charge and on a non-exclusive, non-assignable, worldwide basis, to the extent necessary to enable the Client to make reasonable use of the Deliverables in the normal course of its business.

## 7. DATA PROTECTION

Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time in the United Kingdom relating to the use of personal data and the privacy of electronic communications, including the (i) Data Protection Act 2018 and any successor UK legislation, (ii) retained EU law version of the General Data Protection Regulation ((EU) 2016/679), and (iii) Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).

## 8. LIMITATION OF LIABILITY: THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 8.1 References to **liability** in this clause 8 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.2 Nothing in this clause 8 shall limit the Client's payment obligations under the Contract.
- 8.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 8.3.1 death or personal injury caused by negligence;
  - 8.3.2 fraud or fraudulent misrepresentation; and
  - 8.3.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 8.4 Subject to clause 8.3, 3di's total liability to the Client in respect of all Defaults occurring within any Contract Quarter shall not exceed the Quarterly Cap, where:
- 8.4.1 **Contract Quarter** means a three-month period commencing on the Commencement Date or commencing following the end of that period or the end any subsequent three month period;
  - 8.4.2 **Default**: any act or omission resulting in 3di incurring liability to the Client;



- 8.4.3 **Quarterly Cap** means the Total Charges for Services supplied or due to be supplied in the Contract Quarter in which the Default(s) occurred; and
- 8.4.4 **Total Charges** means all sums paid or payable by the Client under the Contract whether or not invoiced to the Client.
- 8.5 The cap on 3di's liabilities in clause 8.4 shall be reduced by payment of an uncapped liability.
- 8.6 Subject to clause 8.2 (no limitation of client's payment obligations) and clause 8.3 (liabilities which cannot legally be limited), this clause 8.6 sets out the types of loss that 3di shall not have any liability for:
- 8.6.1 loss of profits;
  - 8.6.2 loss of sales or business;
  - 8.6.3 loss of agreements or contracts;
  - 8.6.4 loss of anticipated savings;
  - 8.6.5 loss of use or corruption of software, data or information;
  - 8.6.6 loss of or damage to goodwill; and
  - 8.6.7 indirect or consequential loss.
- 8.7 3di has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 8.8 Unless the Client notifies 3di that it intends to make a claim in respect of an event within the notice period, 3di shall have no liability for that event. The notice period for an event shall start on the day on which the Client became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 8.9 This clause 8 shall survive termination of the Contract.
9. **TERMINATION**
- 9.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party three months' written notice.
- 9.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 9.2.1 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), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, 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;

- 9.2.2 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
  - 9.2.3 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 9.3 Without affecting any other right or remedy available to it, 3di may terminate the Contract with immediate effect by giving written notice to the Client if
- the Client fails to pay any amount due under the Contract on the due date for payment.
- 9.4 Without affecting any other right or remedy available to it, 3di may suspend the supply of Services under the Contract or any other contract between the Client and 3di if:
- 9.4.1 the Client fails to pay any amount due under the Contract on the due date for payment;
  - 9.4.2 the Client becomes subject to any of the events listed in clause 9.2.2 or clause 9.2.3, or 3di reasonably believes that the Client is about to become subject to any of them; and
  - 9.4.3 3di reasonably believes that the Client is about to become subject to any of the events listed in clause 9.2.1.

## 10. CONSEQUENCES OF TERMINATION

- 10.1 On termination or expiry of the Contract:
- 10.1.1 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 shall submit an invoice, which shall be payable by the Client immediately on receipt;
  - 10.1.2 the Client shall return 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 the Contract.
- 10.2 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 termination or expiry.
- 10.3 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.

## 11. NON-SOLICITATION

The Client shall not, without the prior written consent of 3di, at any time from the Commencement Date to the expiry of 12 months after the date of termination or expiry



of the Contract, 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 11 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. GENERAL

12.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

### 12.2 Assignment and other dealings.

12.2.1 3di 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.

12.2.2 The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, 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 3di.

### 12.3 Confidentiality.

12.3.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.3.2.

12.3.2 Each party may disclose the other party's confidential information:

12.3.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.3; and

12.3.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

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

12.3.4 The Client acknowledges that in the course of the provision of the Services 3di may process information supplied by the Client (or which is created while performing the Services) using machine learning or artificial intelligence (AI) models, provided that the use of such models will not result in the Client's confidential information entering the public domain.

12.3.5 This clause 12.3 shall be without prejudice to any separate confidentiality agreement or non-disclosure agreement entered into between the parties prior to the formation of the Contract.

### 12.4 Entire agreement.



- 12.4.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 12.4.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 12.4.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 12.5 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 12.6 **Waiver.** A waiver 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 right or remedy. 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 provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 12.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part-provision of this Contract deleted under this clause 12.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 12.8 **Notices.**
- 12.8.1 Any notice 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 working day delivery service or by commercial courier or email, to the address of the party referred to in clause 12.8.2:
- 12.8.2 The address to which notices shall be sent are:
- 12.8.2.1 in the case of 3di, 3di's registered office or email address stated in the quotation;
- 12.8.2.2 in the case of the Client, the delivery address or email address relating to the Services as set out in 3di's quotation.
- 12.8.3 Any notice shall be deemed to have been received:
- 12.8.3.1 if delivered by hand, at the time the notice is left at the proper address;
- 12.8.3.2 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;



12.8.3.3 is sent by commercial courier, on the date and at the time that the courier's deliver receipt is signed or other evidence of delivery is obtained by the courier; or

12.8.3.4 if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 12.8.3.4, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

12.8.4 This clause 12.8 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.

12.9 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

12.10 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

12.11 **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.