

PROFESSIONAL SERVICES AGREEMENT

between

[CLIENT] (1)

and

INTERACTIVE IDEAS LIMITED (2)

CONTENTS

1	INTERPRETATION	2
2	COMMENCEMENT AND DURATION.....	3
3	SOWS - ORDER FOR SERVICES.....	3
4	INTERACTIVE'S OBLIGATIONS.....	4
5	CLIENT'S OBLIGATIONS	4
6	CHARGES AND PAYMENT	5
7	INTELLECTUAL PROPERTY RIGHTS	7
8	CONFIDENTIALITY AND INTERACTIVE'S PROPERTY	7
9	LIMITATION OF LIABILITY	7
10	DATA PROTECTION	8
11	TERMINATION.....	8
12	FORCE MAJEURE	10
13	GENERAL	12

SCHEDULE 1 - SOW

SCHEDULE 2 - INTERACTIVE'S STANDARD DAILY FEE RATES

PROFESSIONAL SERVICES AGREEMENT

DATE

PARTIES

- (1) **INTERACTIVE IDEAS LIMITED** a company registered in England and Wales with registration number 02813432 whose office is at 283 Green Lanes, London N13 4XS (**Interactive**); and
- (2) **[NAME OF CLIENT]** a company registered in England and Wales with registration number **[NUMBER]** whose registered office is at **[ADDRESS]** (**Client**).

BACKGROUND

- A. Interactive is a leading provider of software and technology related services.
- B. The Client wishes Interactive to provide the Services (as defined below) to the Client or the Client's Customers on the Client's behalf.
- C. Interactive has agreed to provide the Services in accordance with the terms and subject to the conditions set out in this agreement.

AGREED TERMS

1 INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Client's Customers: customers of the Client whom the Client instructs Interactive to provide Services to on the Client's behalf.

Client's Equipment: any equipment, systems, cabling or facilities provided by the Client or the Client's Customers and used directly or indirectly in the supply of the Services.

Client's Manager: the Client's manager for the Services, appointed in accordance with clause 5.1.

Completion: completion of the Services in accordance with clause 6.

Deliverables: the deliverables specified in an SOW.

Document: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

Input Material: all Documents, information and materials provided by the Client or the Client's Customers relating to the Services, including computer programs, data, reports and specifications.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Interactive's Equipment: any equipment, including tools, systems, cabling or facilities, provided by Interactive or its subcontractors and used directly or indirectly in the supply

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of the Services which are not the subject of a separate agreement between the parties under which title passes to the Client or the Client's Customer.

Pre-existing Materials: all Documents, information and materials provided by Interactive relating to the Services which existed prior to the commencement of this agreement, including computer programs, data, reports and specifications.

Services: the services to be provided by Interactive under this agreement as set out in an SOW together with any other services which Interactive provides or agrees to provide to the Client or to the Client's Customer on the Client's behalf.

SOW: means an order for Services in the form the same or similar to that set out in Schedule 1 agreed by the parties in accordance with the process set out in clause 3 (SOWs - Order for Services);

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 Where the words **include(s)**, **including** or **in particular** are used in this agreement, they are deemed to have the words **without limitation** following them. Where the context permits, the words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.7 Any obligation in this agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 1.8 References to clauses and schedules are to the clauses and schedules of this agreement.

2 COMMENCEMENT AND DURATION

- 2.1 Interactive shall provide the Services to the Client or to the Client's Customer on the Client's behalf on the terms and conditions of this agreement.
- 2.2 Interactive shall provide the Services from the date specified in the SOW.
- 2.3 The Services specified in the SOW shall continue to be supplied until Completion of the Services or until this agreement is terminated in accordance with clause 12.

3 SOWS - ORDER FOR SERVICES

- 3.1 The SOWs shall be agreed in the following manner:
 - 3.1.1 the Client shall provide Interactive with a request for Services, setting out:
 - 3.1.1.1 whether the Services are to be provided to the Client directly or to the Client's Customers on the Client's behalf; and
 - 3.1.1.2 the requirements and specifications of the Services which are requested from Interactive, including a description of what work is to be done, dates by which each stage of the work is requested to be started and finished, Deliverables, Input Materials and such other information as Interactive may request to allow Interactive to prepare a draft SOW;

- 3.1.2 Interactive shall, as soon as reasonably practicable, provide the Client with a draft SOW; and
- 3.1.3 Interactive and the Client shall discuss and agree the draft SOW and when it has been agreed, they shall both sign a copy of it and it shall become a Schedule to and subject to this agreement.
- 3.2 Once the SOW has been agreed and signed in accordance with clause 3.1.3, no amendment shall be made to it except as agreed in writing by the parties.

4 INTERACTIVE'S OBLIGATIONS

- 4.1 Interactive shall use reasonable endeavours to provide the Services, and to deliver the Deliverables to the Client, in accordance with the SOW in all material respects.
- 4.2 Interactive shall use reasonable endeavours to meet any performance dates specified in an SOW but any such dates shall be estimates only and time for performance by Interactive shall not be of the essence of this agreement.
- 4.3 Where Interactive requires access to the Client's premises to provide the Services, Interactive shall use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at the Client's premises and that have been communicated to it under clause 5.1.5, provided that it shall not be liable under this agreement if, as a result of such observation, it is in breach of any of its obligations under this agreement.

5 CLIENT'S OBLIGATIONS

- 5.1 The Client shall and shall procure that the Client's Customers shall:
 - 5.1.1 co-operate with Interactive in all matters relating to the Services and appoint the Client's Manager in relation to the Services, who shall have the authority contractually to bind the Client on matters relating to the Services;
 - 5.1.2 provide, for Interactive, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the premises, office accommodation, data and other facilities of the Client and the Client's Customers as reasonably required by Interactive or any of them;
 - 5.1.3 provide, in a timely manner, such Input Material and other information as Interactive may reasonably require, and ensure that it is accurate in all material respects;
 - 5.1.4 be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services, including identifying, monitoring, removing and disposing of any hazardous materials from its premises in accordance with all applicable laws, before and during the supply of the Services at those premises, and informing Interactive of all of the obligations and actions of the Client and the Client's Customers under this clause 5.1.4;
 - 5.1.5 inform Interactive of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the premises of the Client or the Client's Customers;
 - 5.1.6 ensure that all Client's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom standards or requirements;

- 5.1.7 obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the installation of Interactive's Equipment, the use of Input Material and the use of the Client's Equipment in relation to Interactive's Equipment, in all cases before the date on which the Services are to start; and
- 5.1.8 keep, maintain and insure Interactive's Equipment in good condition and shall not dispose of or use Interactive's Equipment other than in accordance with Interactive's written instructions or authorisation.
- 5.2 If Interactive's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Client, the Client's Customers, its agents, subcontractors, consultants or employees, Interactive shall not be liable for any costs, charges or losses sustained or incurred by the Client or the Client's Customers that arise directly or indirectly from such prevention or delay.
- 5.3 The Client shall be liable to pay to Interactive, on demand, all reasonable costs, charges or losses sustained or incurred by Interactive (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, or the Client's Customers', fraud, negligence, failure to perform or delay in the performance of any of its obligations under this agreement, subject to Interactive confirming such costs, charges and losses to the Client in writing.
- 5.4 The Client shall not and shall procure that the Client's Customers shall not, without the prior written consent of Interactive, at any time from the date of this agreement to the expiry of six months after the termination of this agreement, solicit or entice away from Interactive or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Interactive in the provision of the Services.
- 5.5 Any consent given by Interactive in accordance with clause 5.4 shall be subject to the Client paying to Interactive a sum equivalent to 20% of the then current annual remuneration of Interactive's employee, consultant or subcontractor or, if higher, 20% of the annual remuneration to be paid by the Client or the Client's Customer to that employee, consultant or subcontractor.

6 COMPLETION OF THE SERVICES

Upon completion of the Services by Interactive in accordance with the SOW, Interactive shall provide the Client or the Client's Customer with a copy of the SOW or a 'Completion of Services Statement' which shall be signed by the Client or the Client's Customer (as applicable) to confirm that the Services have been completed to an acceptable standard by Interactive ("Completion").

7 CHARGES AND PAYMENT

- 7.1 In consideration of the provision of the Services by Interactive, the Client shall pay the charges as set out in the SOW, which shall specify whether they shall be on a time and materials basis, a fixed price basis or a combination of both. Clause 7.2 shall apply if Interactive provides Services on a time and materials basis and clause 7.3 shall apply if Interactive provides Services for a fixed price. The remainder of this clause 6 shall apply in either case.
- 7.2 Where Services are provided on a time and materials basis:

- 7.2.1 the charges payable for the Services shall be calculated in accordance with Interactive's standard daily fee rates, as amended from time to time by Interactive giving not less than one month's written notice to the Client. Interactive's standard daily fee rates as at the date of this agreement are set out in Schedule 2;
- 7.2.2 Interactive's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day, worked between [8.00 am] and [5.00 pm] on weekdays (excluding public holidays);
- 7.2.3 Interactive shall be entitled to charge an overtime rate of [25]% of the normal daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 7.2.2;
- 7.2.4 all charges quoted to the Client shall be exclusive of VAT, which Interactive shall add to its invoices at the appropriate rate;
- 7.2.5 Interactive shall ensure that every individual whom it engages on the Services completes time sheets recording time spent on the Services, and Interactive shall use such time sheets to calculate the charges covered by each monthly invoice referred to in clause 7.2.6; and
- 7.2.6 Interactive shall invoice the Client monthly in arrears for its charges for time, expenses and materials (together with VAT where appropriate) for the month concerned, calculated as provided in this clause 7.2 and clause 7.4. Each invoice shall set out the time spent by each individual whom it engages on the Services and provide a detailed breakdown of any expenses and materials, accompanied by the relevant receipts.
- 7.3 Where Services are provided for a fixed price, the total price for the Services shall be the amount set out in the SOW. The Client shall pay the total price to Interactive (without deduction or set-off) in instalments, as set out in the SOW. Interactive shall invoice the Client for the charges that are then payable, together with expenses, the costs of materials and VAT, where appropriate, calculated as provided in clause 7.4.
- 7.4 Any fixed price or daily rate contained in an SOW excludes:
 - 7.4.1 the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom Interactive engages in connection with the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by Interactive for the supply of the Services. Such expenses, materials and third party services shall be invoiced by Interactive; and
 - 7.4.2 VAT, which Interactive shall add to its invoices at the appropriate rate.
- 7.5 The Client shall pay each invoice submitted to it by Interactive, in full and in cleared funds, within [30] days of receipt to a bank account nominated in writing by Interactive.
- 7.6 Without prejudice to any other right or remedy that it may have, if the Client fails to pay Interactive on the due date, Interactive may:
 - 7.6.1 charge interest on such sum from the due date for payment at the annual rate specified under the Late Payment of Commercial Debts (Interest) Act 1998 and the Client shall pay the interest immediately on demand; and
 - 7.6.2 suspend all Services until payment has been made in full.
- 7.7 Time for payment shall be of the essence of this agreement.

7.8 All sums payable to Interactive under this agreement shall become due immediately on its termination, despite any other provision. This clause 7.8 is without prejudice to any right to claim for interest under the law, or any such right under this agreement.

7.9 Interactive may, without prejudice to any other rights it may have, set off any liability of the Client to Interactive against any liability of Interactive to the Client.

8 INTELLECTUAL PROPERTY RIGHTS

8.1 As between the Client and Interactive, all Intellectual Property Rights and all other rights in the Deliverables and the Pre-existing Materials shall be owned by Interactive. Subject to clause 8.2, Interactive licenses all such rights to the Client free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Client to make reasonable use of the Deliverables and the Services. If this agreement is terminated, this licence will automatically terminate.

8.2 The Client acknowledges that, where Interactive does not own any of the Pre-existing Materials, the use of rights in Pre-existing Materials by the Client and the Client's Customers is conditional on Interactive obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle Interactive to license such rights to the Client and the Client's Customers.

9 CONFIDENTIALITY AND INTERACTIVE'S PROPERTY

9.1 The Client shall and shall procure that the Client's Customers shall, keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Client or the Client's Customers by Interactive, its employees, agents, consultants or subcontractors and any other confidential information concerning Interactive's business or its products which the Client or the Client's Customers may obtain.

9.2 The Client and the Client's Customers may disclose such information:

9.2.1 to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Client's obligations under this agreement; and

9.2.2 as may be required by law, court order or any governmental or regulatory authority.

9.3 The Client shall ensure and shall procure that the Client's Customers ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this clause 9.

9.4 The Client shall not and shall procure that the Client's Customers shall not use any such information for any purpose other than to perform its obligations under this agreement.

9.5 All materials, equipment and tools, drawings, specifications and data supplied by Interactive to the Client or the Client's Customers (including Pre-existing Materials and Interactive's Equipment) shall, at all times, be and remain as between Interactive and the Client the exclusive property of Interactive, but shall be held by the Client in safe custody at its own risk and maintained and kept in good condition by the Client until returned to Interactive, and shall not be disposed of or used other than in accordance with Interactive's written instructions or authorisation.

10 LIMITATION OF LIABILITY

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- 10.1 This clause 10 sets out the entire financial liability of Interactive (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Client in respect of:
- 10.1.1 any breach of this agreement;
 - 10.1.2 any use made by the Client or the Client's Customers of the Services, the Deliverables or any part of them; and
 - 10.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
- 10.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.
- 10.3 Nothing in this agreement limits or excludes the liability of Interactive:
- 10.3.1 for death or personal injury resulting from negligence; or
 - 10.3.2 for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by Interactive; or
 - 10.3.3 for any liability incurred by the Client as a result of any breach by Interactive of the clause as to title or the warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982.
- 10.4 Subject to clause 10.2 and clause 10.3:
- 10.4.1 Interactive shall not be liable for:
 - 10.4.1.1 loss of profits; or
 - 10.4.1.2 loss of business; or
 - 10.4.1.3 depletion of goodwill and/or similar losses; or
 - 10.4.1.4 loss of anticipated savings; or
 - 10.4.1.5 loss of contract; or
 - 10.4.1.6 loss of use; or
 - 10.4.1.7 loss of corruption of data or information; or
 - 10.4.1.8 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
 - 10.4.2 Interactive's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall be limited to £[AMOUNT].

11 DATA PROTECTION

The Client acknowledges and agrees itself and on behalf of the Client's Customers that details of the name, address and payment record of the Client and the Client's Customers may be submitted to a credit reference agency, and personal data will be processed by and on behalf of Interactive.

12 TERMINATION

- 12.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this agreement without liability to the other on giving the other not less than [30] days written notice.
- 12.2 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this agreement immediately on giving notice to the other if:
- 12.2.1 the other party 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; or

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- 12.2.2 the other party commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within [14] days of that party being notified in writing of the breach; or
 - 12.2.3 the other party 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; or
 - 12.2.4 the other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986
 - 12.2.5 the other party 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 other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction of that other party; or
 - 12.2.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction of that other party; or
 - 12.2.7 an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other party; or
 - 12.2.8 a floating charge holder over the assets of that other party has become entitled to appoint, or has appointed, an administrative receiver; or
 - 12.2.9 a person becomes entitled to appoint a receiver over the assets of the other party, or a receiver is appointed over the assets of the other party; or
 - 12.2.10 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 its assets and such attachment or process is not discharged within 14 days; or
 - 12.2.11 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 12.2.4 to clause 12.2.10 (inclusive); or
 - 12.2.12 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 12.3 On termination of this agreement for any reason:
- 12.3.1 the Client shall immediately pay to Interactive all of Interactive's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Interactive may submit an invoice, which shall be payable immediately on receipt;
 - 12.3.2 the Client shall, within a reasonable time, return all of Interactive's Equipment and Confidential Information. If the Client fails to do so, then

Interactive may enter the Client's premises and take possession of them. Until they have been returned or repossessed, the Client shall be solely responsible for their safe keeping; and

12.3.3 the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

12.4 On termination of this agreement (however arising) the following clauses shall survive and continue in full force and effect:

12.4.1 clause 8;

12.4.2 clause 9;

12.4.3 clause 10;

12.4.4 clause 12; and

12.4.5 clause 15.8.

13 **FORCE MAJEURE**

13.1 A party, provided that it has complied with the provisions of clause 13.2, shall not be in breach of this agreement, nor liable for any failure or delay in performance of any obligations under this agreement (and, subject to clause 13.3, the time for performance of the obligations shall be extended accordingly) arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (**Force Majeure Event**), including but not limited to any of the following:

13.1.1 acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;

13.1.2 war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;

13.1.3 terrorist attack, civil war, civil commotion or riots;

13.1.4 nuclear, chemical or biological contamination or sonic boom;

13.1.5 compliance with any law (including a failure to grant any licence or consent needed or any change in the law or interpretation of the law);

13.1.6 fire, explosion or accidental damage;

13.1.7 loss at sea;

13.1.8 extreme adverse weather conditions;

13.1.9 collapse of building structures, failure of plant machinery, machinery, computers or vehicles;

13.1.10 any labour dispute, including but not limited to strikes, industrial action or lockouts; and

13.1.11 interruption or failure of utility service, including but not limited to electric power, gas or water.

13.2 Any party that is subject to a Force Majeure Event shall not be in breach of this agreement provided that:

13.2.1 it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and

13.2.2 it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

- 13.3 If the Force Majeure Event prevails for a continuous period of more than two months, either party may terminate this agreement by giving 14 days' written notice to all the other party. On the expiry of this notice period, this agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this agreement occurring prior to such termination.

14 NOTICES

- 14.1 A notice given to a party under this agreement:
- 14.1.1 shall be in writing in English (or accompanied by a properly prepared translation into English);
 - 14.1.2 shall be signed by or on behalf of the party giving it;
 - 14.1.3 shall be sent for the attention of the person, at the address or fax number specified in this clause (or to such other address, fax number or person as that party may notify to the other, in accordance with the provisions of this clause); and
 - 14.1.4 shall be:
 - 14.1.4.1 delivered personally; or
 - 14.1.4.2 sent by commercial courier; or
 - 14.1.4.3 sent by fax; or
 - 14.1.4.4 sent by pre-paid first-class post or recorded delivery; or
 - 14.1.4.5 sent by airmail requiring signature on delivery.
 - 14.1.5 The addresses for service of a notice or other communication are as follows:
 - Interactive:**
 - Address: [ADDRESS]
 - Attention of: [CONTACT]
 - Fax number: [FAX NUMBER]
 - Client:**
 - Address: [ADDRESS]
 - Attention of: [CONTACT]
 - Fax number: [FAX NUMBER]
- 14.2 If a notice has been properly sent or delivered in accordance with this clause, it will be deemed to have been received as follows:
- 14.2.1 if delivered personally, at the time of delivery; or
 - 14.2.2 if delivered by commercial courier, at the time of signature of the courier's receipt; or
 - 14.2.3 if sent by fax, at the time of transmission; or
 - 14.2.4 if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the Business Day after posting; or
 - 14.2.5 if sent by airmail, five days from the date of posting.
- 14.3 For the purposes of this clause:
- 14.3.1 all times are to be read as local time in the place of deemed receipt; and
 - 14.3.2 if deemed receipt under this clause is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice is deemed to have been received when business next starts in the place of receipt.
- 14.4 To prove delivery, it is sufficient to prove that:

- 14.4.1 if sent by fax, the notice was transmitted by fax to the fax number of the party; or
- 14.4.2 if sent by pre-paid first class post, the envelope containing the notice was properly addressed and posted.
- 14.5 The provisions of this clause 14 shall not apply to the service of any process in any legal action or proceedings.
- 14.6 A notice required to be given under this agreement shall not be validly served if sent by e-mail.

15 GENERAL

15.1 Variation

No variation of this agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

15.2 Waiver

15.2.1 Failure to exercise, or any delay in exercising, any right or remedy provided under this agreement or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.

15.2.2 No single or partial exercise of any right or remedy provided under this agreement or by law shall preclude or restrict the further exercise of any such right or remedy.

15.2.3 A waiver (which may be given subject to conditions) of any right or remedy provided under this agreement or by law shall only be effective if it is in writing and shall apply only to the party to whom it is addressed and for the specific circumstances for which it is given. It shall not prevent the party who has given the waiver from subsequently relying on the right or remedy in other circumstances.

15.2.4 A party that waives a right or remedy provided under this agreement or by law in relation to another party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

15.2.5 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

15.3 Severance

15.3.1 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, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the agreement, and the validity and enforceability of the other provisions of the agreement shall not be affected.

15.3.2 If a provision of this agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15.4 Entire agreement

15.4.1 This agreement and any documents referred to in it constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this agreement.

15.4.2 Each party acknowledges that, in entering into this agreement it does not rely on any statement, representation, assurance or warranty (**Representation**) of any person (whether a party to this agreement or not) other than as expressly set out in this agreement. Each party agrees that the only remedies available to it arising out of or in connection with a Representation shall be for breach of contract as provided in this agreement.

15.4.3 Nothing in this clause shall limit or exclude any liability for fraud.

15.5 Assignment

15.5.1 The Client shall not, without the prior written consent of Interactive, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under this agreement.

15.5.2 Interactive may at any time assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under this agreement.

15.5.3 Each party that has rights under this agreement is acting on its own behalf and not for the benefit of another person.

15.6 No partnership or agency

Nothing in this agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

15.7 Rights of third parties

A person who is not a party to this agreement shall not have any rights under or in connection with it.

15.8 Governing law and jurisdiction

15.8.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

15.8.2 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.

This agreement has been entered into on the date stated at the beginning of it.

**SCHEDULE 1
SOW**

Order Number	[NUMBER]
Order Date	[DATE]

SoW Name: [PROJECT NAME]

The following Schedules form part of this SOW:

SCHEDULE	DESCRIPTION	ATTACHED
Schedule 1	Services and Deliverables	Yes / No
Schedule 2	Contact and Delivery Details	Yes / No
Schedule 3	Fees and Charges	Yes / No

The Services specified in the SOW are to be provided by Interactive to the Client/the Client's Customer as detailed below on behalf of the Client*

Customer Name _____

Customer Address for delivery of the Services _____

(*delete as applicable)

Signed for and on behalf of Interactive Ideas Limited

(Interactive's Authorised Signatory)
Name (type or print please)
Title

Signed for and on behalf of [Client]

([Client]'s Authorised Signatory)
Name (type or print please)
Title

STATEMENT OF COMPLETION

I confirm, for and on behalf of [name of Client/Client's Customer] that the Services detailed in this SOW have been completed to an acceptable standard by Interactive.

Signed

Print Name

Date

}

SCHEDULE 2 - INTERACTIVE'S STANDARD DAILY FEE RATES

}

SIGNED by a director for and on behalf of
INTERACTIVE IDEAS LIMITED

Sign here

SIGNED by a director for and on behalf of
[CLIENT]

Sign here

