

Introduction

Welcome to the standard terms and conditions of RK Consulting.

We'll always do our best to fulfil your needs and meet your expectations, but it's important to have things written down so that all parties know what's what, who should do what and when, and what will happen if something goes wrong. We've no desire to trick you into signing something that you might later regret. What we do want is what's best for all parties, now and in the future.

So in short: you ("the client"), are hiring us, RK Consulting, to design and implement various digital marketing services including, but not limited to, inbound marketing, search engine optimisation, or website design and development. The services we carry out are listed in this proposal document.

The fees for the services to be carried out will be charged on a monthly retainer or per project basis, as outlined in the 'Your Investment' section.

Any work over and above the agreed work will also be charged for with reference to the appropriate hourly rate, also on a "time spent" basis. By agreeing to these terms and conditions your statutory rights are not affected.

You can't transfer this contract to anyone else without our permission. This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious, and this contract is a legal document under exclusive jurisdiction of English and Welsh courts.

If you are not clear on any point, or would like further clarification, please email me@robkendal.co.uk

RK Consulting is a trading name of Rob Kendal, sole trader. Registered office: 2 Cherry Mews, Wistow, Selby, YO8 3RU, United Kingdom.



RK Consulting
website design & marketing services

Definitions

1. Definition of our terminology as used within this document:
 - 1.1. 'you': how RK Consulting refers to you, our client.
 - 1.2. 'client': this is a person, persons, business, or organisation using any of the services provided by RK Consulting.
 - 1.3. 'us / we / our / the company': this is how RK Consulting will be referred to in this document.
 - 1.4. 'project': is any work undertaken, or service provided by RK Consulting for the client at their request and or on the client's behalf and or as described in the agreed project proposal between RK Consulting and the client.
 - 1.5. 'live mode', 'go live': the date the website will be available on the client's chosen domain (Note: due to the dynamic and ever-changing nature of the internet and Domain Name Servers' update schedules, we cannot guarantee that a client's website will be available immediately at this point).
 - 1.6. 'domain': the website address as specified by the client.
 - 1.7. 'Open-Source Software': software made freely available to anyone under the GNU General Public License (GPL) (a copy of which is available on the internet).
 - 1.8. 'hosting' is a yearly cost to keep a client's website activated online.
 - 1.9. 'content' is text, images, links, etc., i.e. any information that the client requires on the website.
 - 1.10. 'MB': stands for megabytes and is a measure of storage space, or bandwidth dependent on the context.
 - 1.11. 'CMS': a Content Management System is a method, or system of creating and holding content created by the client on their website. It is mainly used to enter custom content into a website page template created by us.
 - 1.12. 'WordPress': the CMS used by us for clients that require a CMS for their project.
 - 1.13. 'SEO': 'Search Engine Optimisation' – the process of affecting site ranking within search engines based on various content modification factors and building of associated links back to the client's site.
 - 1.14. "standard hourly rate" is as defined by in the 'Payments and Costs' section these terms and conditions (see below).
 - 1.15. "working day" – Monday to Friday, 9am – 5pm.

What we both agree

You: You have the authority to enter into this contract on behalf of yourself, your company or your organization. You'll give us everything we need to carry out our marketing activities as and when and in the format we need it. You'll review our work, provide feedback and approval in a timely manner too. Deadlines work two ways, so you'll also be bound by dates we set together. You also agree to stick to the payment schedule set out in the 'Your Investment' section.

Us: We have the experience and ability to do everything we've agreed with you and we'll do it all in a professional and timely manner. We'll endeavour to meet every deadline that's set and on top of that we'll maintain the confidentiality of everything you give us.

Terms and conditions

2. General Terms

- 2.1. The parties have agreed that RK Consulting shall provide the client with digital marketing and related services on the terms and conditions set out below.
RK Consulting shall:
 - 2.1.1. liaise with the client in developing the look and feel of their marketing;
 - 2.1.2. design, develop and deliver marketing services in accordance with the client's requirements;
 - 2.1.3. provide the marketing services;
 - 2.1.4. provide, at the request of the client, support services, subject to the 'Support' section, below.
- 2.2. The contract between us and the client will be on these conditions, to the exclusion of all other terms and conditions. Any variations to these conditions shall have no effect unless agreed in writing.
- 2.3. The contract, once signed, will form a binding agreement between us and the client, although as stated above, in the event that you fail to sign and send back these terms and conditions (in writing or via our electronic proposal software), your continuing instructions will amount to your acceptance of these terms and you will be charged for any work done on your behalf on a "time spent" basis at the appropriate hourly rate.
- 2.4. It is the client's responsibility to ensure that any website and marketing material is lawful, does not infringe any copyright or any other laws.
- 2.5. We reserve the right to refuse to construct a website or carry out marketing services that we may judge as unfit due to content or otherwise. This includes, but is not limited by, content containing adult oriented material such as pornography, sites which promote hatred towards persons belonging to any ethnic group, religion or sexual orientation and sites which infringe copyright or are contrary to UK laws.
- 2.6. The client acknowledges that RK Consulting's ability to provide the services is dependent upon the full and timely co-operation of the client (which the client agrees to provide) as well as the accuracy and completeness of any information and data the client provides to RK Consulting. Accordingly, the client shall provide RK Consulting access to, and use of, all information, data and documentation reasonably required by RK Consulting for the performance by RK Consulting of its obligations under this agreement.
- 2.7. All material, text, images, links, etc., i.e., any information supplied by the client and used in connection with the project will be assumed to be the client's property and free to use without fear of breach of copyright laws.
- 2.8. The copyright for and all intellectual property rights relating to all material supplied by us (such as HTML code, graphics, marketing content, etc.) will remain the property of RK Consulting. Upon payment for the project/services by the client, RK Consulting shall grant the client a non-exclusive

license of such copyright and intellectual property rights for the purposes solely of operating the website.

- 2.9. Whilst RK Consulting makes every effort to design marketing material and websites which display acceptably in the most popular current browsers, RK Consulting cannot accept responsibility for pages which do not display acceptably in new(er) versions of browsers released after pages have been designed.
- 2.10. RK Consulting can accept no responsibility or liability if any search engine, online directory or search site, submitted to as part of the project, chooses not to list a client's website.
- 2.11. RK Consulting will only carry out work for clients who are 18 years of age or over.
- 2.12. We shall expect the client to carry out sufficient research before proceeding with a website or other marketing services. This will include checking that the website/idea/business will operate legally. It is important that the website is not in any way illegal.
- 2.13. In order to comply with the law on money laundering, RK Consulting is required to verify your identity and address. To do this, we may make electronic checks using data from a third-party including information from the Electoral Register. Any records of such checks will be kept confidential. We may ask you to send documents to confirm your identity and address. If so, we will write to you with the list of documents we need.
 - 2.13.1. If you provide information about another person, you will also be confirming that they have appointed you to give their consent to the processing of their personal data. This means that you have told them who we are and that their personal data will be processed including that we will check their name and address.
 - 2.13.2. This also applies to companies where both the directors' and influential shareholders' details must be verified.
 - 2.13.3. We can refuse to act if we are not satisfied with such proof.
- 2.14. If you are a "consumer" as defined and we are accepting your instructions by any distant means of communication, your agreement with us is subject to the provisions of the Consumer Transactions (Distance Selling) Regulations 2000 which provides you with additional rights as follows:
 - 2.14.1. If at any time within 14 days of instructing us, you wish to cancel your instructions, you may do so without penalty by giving notice in writing to that effect to: RK Consulting, 2 Cherry Mews, Wistow, Selby, YO8 3RU.
- 2.15. Please note that if we commence work with your agreement before the cancellation period expires, you will not be able to cancel the work already carried out.
- 2.16. If you are dissatisfied in any way with the service provided, you should contact RK Consulting at the above address.
- 2.17. We are confident that we will give you a high-quality service in all respects. However, if you have any queries or concerns about our work or in regard to our charges, please contact me@robkenal.co.uk.

3. Scope of Work

- 3.1. RK Consulting shall provide only those professional services and/or products specified in this agreement (the “work”). The client understands and agrees that, unless listed in this agreement, RK Consulting is not responsible for any other work or scope of supply or any disclosure, notifications or reports that may be required to be made to third parties, including appropriate governmental authorities.
- 3.2. Projects typically comprise of 4 separate stages: an initial investigation stage (“stage 1”), where we will ascertain the client’s needs and what the client wishes to achieve with the proposed website; a design and development stage (“stage 2”), during which the marketing services are designed and produced to be agreed upon with the client; a publishing stage (“stage 3”) where marketing material or a website will be published; and a review stage (“stage 4”), where analysis is carried out, recommendations made, and next steps planned.
- 3.3. The agreed, initial, signed-off project proposal document will summarise the work that is to be carried out by us.
- 3.4. If the client requests and RK Consulting agrees to perform any services that are in addition to or outside the scope of work identified in this agreement, the client shall promptly pay RK Consulting for such services in accordance with the terms and rates shown in this agreement or, if no such terms or rates are shown in this agreement, in accordance with RK Consulting’s standard hourly fee for the services performed.
- 3.5. Completion dates and deadlines are based on mutual agreement between RK Consulting and the client and our experience of similar projects and their timescales. However, we cannot guarantee any completion dates and deadlines as being final. We will endeavour to meet any given deadline, but do not guarantee and are not bound in any way to complete the project by this date. The expected completion date provided by any employee of ours is purely an estimate.
- 3.6. The client is ultimately responsible for checking the correctness of any marketing material or website before they give RK Consulting authorisation to make the material publicly available.
- 3.7. During any design phase, we work to a 'reasonable' number of revisions based on client feedback. We expect this to usually take no more than 4 revisions to achieve the desired design goals. If, however, the revision process is taking much longer than is expected or indeed reasonable owing to the client, we reserve the right to charge for additional design amends and revisions charged at our standard hourly rate.

4. Service Duration

- 4.1. Any specific service duration is defined in this proposal document.
- 4.2. Once signed by an authorised representative of the client, this agreement will remain in place for a period defined below, depending on services commissioned. Default service durations for marketing services are as follows:
 - 4.2.1. For inbound marketing services, hosting services, or other monthly retained work:
 - 4.2.1.1. This agreement will remain in place for a period of twelve (12) months. At the end of twelve (12) months, this agreement will be renewed and continue on a rolling

twelve (12) month period until notice of cancellation (see section 5) is served by either RK Consulting or the client.

4.2.2. For single projects, such as websites:

4.2.2.1. This agreement will remain in place for as long as the project runs to completion or until notice of cancellation (see section 5) is served by either RK Consulting or the client.

5. Contract Break Clause and Notice of Cancellation

5.1. RK Consulting offer a single break clause during each agreement at a point of three (3) months from the date of acceptance of this agreement.

5.2. RK Consulting or the client may cancel this agreement in advance by delivering written Notice of Cancellation to the other party at the address provided. Any notice ("Notice") shall be deemed sufficient if addressed in writing and mailed to the party's address listed in this agreement or emailed to an authorised representative, provided such notice confirms the date of receipt and it satisfies one of the following conditions:

5.2.1. For inbound marketing retainers or other monthly retained work:

5.2.1.1. Notice is received at least sixty (60) days prior to the end of the agreement period.

5.2.1.2. Notice is received at least thirty (30) days prior to the break clause point during in the agreement.

5.2.2. For single projects, such as websites:

5.2.2.1. You may terminate your instructions to us at any time provided you do so clearly and in writing. You will be charged for the work done up until we received notice of termination on a "time spent" basis, with reference to the standard hourly rate. We are entitled to keep all your papers and documents while there is money owing to us.

5.2.3. For hosting services

5.2.3.1. Notice is received at least thirty (30) days prior to the annual renewal date of the hosting services.

5.3. We will decide to stop acting for you only with good reason and on giving you reasonable notice.

6. Payments and Costs

6.1. The client shall pay RK Consulting for the work based upon the price or the rates shown in this proposal.

6.2. The breakdown of associated costs will amount to a fair representation of estimated likely costs in connection with the project, based on the needs of the client, discovered during the scoping phase of the project.

- 6.3. Whilst at the outset every endeavour will be made to provide an as accurate as possible estimate of the client's likely costs associated with the project, the final invoice(s) for any work carried out in relation to the project may well be higher than the estimate given, depending on how much work was ultimately necessary to complete the project, or because additional work has been carried out to complete the project, at your instruction.
- 6.4. Projects and services to be carried out in defined payment milestones require an initial deposit payment. This non-refundable deposit will be no less than 50% of the total estimated cost of the project must be provided before we can start the design phase. Work on the next project milestone will not commence until payment of the previous milestone has been made.
- 6.5. Monthly fees are collected on a one month in advance basis via Direct Debit from the client.
- 6.6. Any monthly payment schedule will begin one month from the signing and acceptance of this document.
- 6.7. The client agrees to the monthly payment schedule, payment amount and duration as outlined in the costs table and fee schedule sections and shall remain liable for said payment amount each month until the agreed monthly payment term has ended.
- 6.8. Any missed payment or failed Direct Debit collection due to insufficient funds or other problem with the client's bank, will incur a charge to cover any costs levied at RK Consulting as a result of said failed payment, or failed Direct Debit attempt.
- 6.9. Failure by the client to keep up with the payment schedule for the duration of the term, or otherwise after payment has not been received for a period of three weeks, RK Consulting reserves the right to suspend the client's website, hosting account, and email services until any outstanding balances have been paid and cleared.
- 6.10. As a condition of any marketing material or website going live - i.e. being published - ("stage 3"), when both RK Consulting and the client agree that the material meets the agreed criteria then RK Consulting will invoice the client for any balance due.
- 6.11. If at any point the client wishes to cancel, they may do so in accordance with section 5 above but will be invoiced for an amount that RK Consulting judges to be proportionate to the amount of work completed on the client's behalf, up to the point where we receive notice of termination, such work to be calculated with reference to our standard hourly rate, as defined below.
- 6.12. The standard RK Consulting hourly rate is £50 per hour plus applicable VAT, chargeable in 30-minute increments and rounded to the nearest 30 minute period. RK Consulting reserves the right to charge £80 per hour if RK Consulting has to work outside of normal working hours (as defined above).
- 6.13. Where additional work is requested that falls outside of a project quote document, or outside of a change request document, this work will be chargeable at the standard hourly rate.
- 6.14. All invoices are payable within 14 days of the date of the invoice.
- 6.15. After 7 days a reminder will be sent. After 14 days, if an invoice remains unpaid, a second reminder will be sent and any and all work on the client's project will cease. After 28 days, if an invoice remains unpaid, a third reminder will be sent, and the client may be charged a fee equal to an additional 5% of the outstanding balance of the invoice. After 42 days of an invoice being unpaid, a

final reminder will be sent. After the final reminder is sent, if an invoice remains unpaid, a letter before action will be sent. If the invoice still remains unpaid after 14 days of the letter before action, then debt recovery proceedings will be started, without further notice to you, which could involve proceedings being issued in the County Court.

- 6.16. If any debt recovery proceedings are started, then RK Consulting reserves the right to recover from you the costs and disbursements of and occasioned by those proceedings, in addition to the debt.
- 6.17. Late payments will be subject to the provisions of the Late Payments of Commercial Debts (Interest) Act 1998, which provides for compensation and additional interest at to be paid on all any debts.
- 6.18. If any payment returned by the bank which incurs an administration charge, the administration charge will be invoiced to you and if applicable, will be added to the total of any outstanding debt(s) owed by you.
- 6.19. We accept payment by bank transfer or online payment gateway, such as Stripe or GoCardless.
- 6.20. We do not accept payments by cheque or cash.
- 6.21. It is the responsibility for customers outside the UK to transfer funds internationally to our account and pay any fees relating to same.
- 6.22. RK Consulting reserves the right to alter prices at any time without notice. If a client has commissioned any services from RK Consulting prior to a change in prices, that commission will not be subject to any increase, but any subsequent commission may be subject to an increase.
- 6.23. No partial refunds will be given for services/products cancelled during the current agreement's time period, unless RK Consulting agrees to such a refund, which will be entirely at the company's discretion

7. Communications, Approvals, and Client Service Level Agreement

- 7.1. Email will be the main, preferred method of contact with regard to communication.
- 7.2. Although we can be contacted by telephone, we will use email as our preferred method of communication and therefore it is the client's responsibility to inform us of any change in address to ensure we maintain accurate contact details. We cannot be held liable in any way relating to communication issues if we are not supplied a valid address. We will aim to acknowledge all emails within two working days.
- 7.3. It is important for the client to keep in contact with us throughout the entire project. If a client does not respond to a communication from us, we will make up to three attempts to contact the client. If we do not receive a response to these attempts, the project will be placed on hold, at our discretion, for a maximum of 3 months, after which time, we shall assume we are no longer instructed and submit our final invoice to you.
- 7.4. Once contact has been re-established, the continuation of the project may also be subject to altered time schedules and costs based on other existing project work.

- 7.5. The client will supply RK Consulting with background materials to help aid in content creation. Background material examples; brochures, market research studies, testimonials, competitor analysis, etc.
- 7.6. The client will be available to RK Consulting for in-depth interviews, as required, to help develop content and/or buyer personas
- 7.7. The client will review & approve content created by RK Consulting. RK Consulting will send content to the client one week in advance of publication, including information about the cutoff date & time for incorporating client feedback. If the client does not feedback to RK Consulting on revision to the content, RK Consulting will publish the content as scheduled.
- 7.8. Inbound marketing project fees includes one major revision and two minor revisions per piece of content/concept. If additional revisions are needed for either content or concepts, additional fees may apply.
 - 7.8.1. Turnaround time for minor revisions is 2-3 working days
 - 7.8.2. Turnaround time for major revisions is 5-7 working days
- 7.9. The client will commit to monthly telephone review meetings & quarterly in-person review meetings (where applicable).
 - 7.9.1. Monthly meetings to be held with RK Consulting's primary POC in the client. In these meetings the agenda will cover monthly wins & updates, an update on RK Consulting work, an update on progress towards the client's goals, an update from the client on anything that has changed for them/anything the RK Consulting should be aware of.
 - 7.9.2. Quarterly meetings to be held with RK Consulting's primary POC in the client plus the budget holding decision-maker, if different to the primary POC. In these meetings the agenda will cover quarterly wins & strategy for next quarter.
- 7.10. The client will provide for right of entry and access to all relevant sites, websites, equipment and other information in its control or possession as is necessary for RK Consulting to timely and fully complete the work. RK Consulting is not responsible for the quality or accuracy of data or information, nor for the methods from which the data was developed, where such information or data is provided by or through the client or others that are not agents or RK Consulting, and RK Consulting has no obligation to investigate facts or conditions not disclosed to it by the client.
- 7.11. If, during the project, the client does not supply the content required in order to complete the project within a reasonable period of time, or otherwise fails to cooperate, then the project will be put on hold for a maximum of 3 months, at RK Consulting's discretion. RK Consulting will on the expiry of that 3 months, or shorter period, as appropriate, consider that the client wishes to cancel and the client will be invoiced for any work done up to that point, in accordance with these terms and conditions.

8. Third Parties

- 8.1. Any third-party licensing fees or associated costs will be charged to the client.
- 8.2. We cannot accept responsibility for any issues arising through the use of third-party software.

- 8.3. We are not liable for loss, damage or corruption to files or information stored on third party servers or individual PCs relating to a client's website. The client is solely responsible for any information or files relating to its website and marketing materials.

9. Hosting and Domains

- 9.1. If the client requires hosting, we can set up a hosting package on their behalf and the client will be invoiced for any hosting package separately, the costs and details of which to be outlined in the project proposal document. Hosting charges are annual and must be paid up front, for the year, unless otherwise agreed.
- 9.2. In respect of point 9.1, we will endeavour to provide a reliable and professional service to the client at all times but do not guarantee that the hosting provided will be available at all times, especially in the event of a technical failure as the hosting service is provided by a third party and is as such beyond our control.
- 9.3. Domain names can be registered by us on behalf of the client.
- 9.4. Although we may register the domain name for a client, it will be assumed that the client is the legal owner of the domain and owns any relevant trademark or copyright, and in the event that that is not the case, then the client agrees to indemnify RK Consulting, as may be appropriate in the circumstances.
- 9.5. Subject to clause 9.4, RK Consulting is, however, able to change or alter the details of the domain name or have the domain transferred elsewhere at the client's request. If so requested, RK Consulting will endeavour to do this within a reasonable time frame and there will be an additional charge for this.
- 9.6. It is the responsibility of the client to renew their domain names when due, at the client's own cost.
- 9.7. If a domain name expires, we cannot be held liable for this. However, we will endeavour to contact the client regarding domain renewal.
- 9.8. If the Client does not renew the hosting, their domain name could be made available to the public for purchase and we cannot be held liable for this.

10. Support

- 10.1. Support can be provided on a contractual basis, or on an ad hoc basis charged by the hour. Either option is chargeable at our standard hourly rate.
- 10.2. For website design and development services, basic support and maintenance is included with the client's ongoing hosting provision.
- 10.3. Upon contacting us at our main support email address (me@robkendal.co.uk) with a request for support, we endeavour to respond to a client's request within 24 hours. We cannot, however, guarantee a resolution time until we have investigated the issue, but we will aim to get any issue resolved as soon as possible.

- 10.4. Unless included in a prior agreement, support work will be chargeable at the standard hourly rate if it is deemed above and beyond standard maintenance or if it is found to be the result of the client's actions (e.g. the client has installed a third-party plugin on their website).

11. Copyright and Ownership of Code

- 11.1. Beyond the client's existing copyright of their own intellectual properties, which will be upheld and reserved, all project design work and code produced will remain the property of RK Consulting. However, upon completed payment for the project/services by the client, and as a condition of the marketing material being published, RK Consulting shall grant the client a non-exclusive license of such copyright and intellectual property rights for the purposes of the client's continued marketing activities.
- 11.2. We reserve the right to use examples of a client's project in future RK Consulting marketing campaigns and in our portfolio and the right to include a link to our website on your website or digital marketing materials, for the purposes of advertising our services.
- 11.3. We are not liable for misuse of any images by the client or any other person's copying, altering or distributing the images to individuals or other organisations.
- 11.4. All images displayed on the client's website are the sole responsibility of the client regarding usage and copyright. Should any legal issues or claims arise from the content or copyright of any images supplied by the client or us, they will be the sole responsibility of the client and RK Consulting accepts no liability for loss or otherwise.

12. Content

- 12.1. RK Consulting assumes that the following points are true in respect of the client's content that it supplies to RK Consulting for use in the agreed marketing services:
- 12.1.1. the client has permission from the rightful owner to use any code, scripts, data, and reports provided by the client for inclusion in its materials, and will hold harmless, protect, and defend RK Consulting from any claim or suit arising from the use of such content.
- 12.1.2. Supplied content does not contain any obscene, threatening, harassing, vulgar, defamatory, libelous, infringing or unlawful content.
- 12.1.3. Supplied content does not infringe upon or violate the rights of any third party, including copyrights and trademarks.
- 12.1.4. There are no claims against the client regarding content.
the client will at all times ensure that it is in compliance with the terms and conditions of any licensing contracts between the client and a third party.

13. Disclaimers and Liabilities

- 13.1. We cannot be held responsible for anything adversely affecting the client's business operation, sales, or profitability that might be claimed is a result of a service offered by us.

- 13.2. We have no responsibility for the content of clients' websites and digital marketing materials. In no way does the textual or image-based content of our clients' websites and marketing materials constitute our endorsement, or approval of the material contained within them.
- 13.3. We will not verify any of the materials, images or information contained within our clients' websites and marketing materials and are not responsible for the content or performance of any websites or for the clients' transactions with them.
- 13.4. We provide links or references to our clients' websites solely for the convenience of prospective customers and intend that the links they provide be current and accurate. We do not guarantee or warrant that such links will point to the intended client site at all times.
- 13.5. We are not liable for any damage or loss flowing from user-editable content.
- 13.6. We cannot guarantee the effectiveness of any marketing campaign.
- 13.7. We cannot guarantee any specific placement or high ranking on search engine results pages.
- 13.8. We can make submissions to various search engines and open directories on behalf of the client, but the client will have ultimate and final responsibility to ensure their content is kept relevant and up to date once the website has been made live. The client must also ensure that any future submissions to said search engines are managed effectively, unless the client is paying us for a separate, specific SEO service.
- 13.9. The client is solely responsible for backing up any of their data or files.
- 13.10. RK Consulting makes no claims that the contents of any website or marketing materials produced by RK Consulting may be lawfully viewed outside England and Wales. Access to any website may not be legal by certain persons or in certain countries. If any such website is accessed from outside of the United Kingdom, it is done at own risk and the visitor is responsible for compliance with the relevant laws of the visitor's jurisdiction.
- 13.11. The terms and conditions of the company are governed by the laws of England and Wales. Jurisdiction for any claims arising in respect of the company's actions shall lie exclusively with the courts of England and Wales.
- 13.12. If any provision of these terms and conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these terms and conditions, which shall remain in full force and effect.
- 13.13. Nothing in these terms and conditions will:
 - 13.13.1. (a) limit any of our or your liabilities in any way that is not permitted under applicable law; or (b) exclude any of our or your liabilities that may not be excluded under applicable law.
 - 13.13.2. The limitations and exclusions of liability set out in this section and elsewhere in these terms and conditions are (a) subject to the preceding paragraph and (b) govern all liabilities arising under the terms and conditions and or in relation to the subject matter of the terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

- 13.14. Nothing in this agreement shall operate to exclude or limit RK Consulting's liability for (a) death or personal injury caused by RK Consulting's negligence or (b) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982, (c) fraud or (d) any other liability which cannot be excluded or limited under applicable law.
- 13.15. We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 13.16. We will not be liable to you in respect of any business losses, including (without limitation) loss of damage or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 13.17. We will not be liable to you in respect of any loss or corruption of data, database or software.
- 13.18. We will not be liable to you in respect of any special, indirect or consequential loss or damage.
- 13.19. Save as set out in this clause, neither party shall have any remedy in respect of any untrue statement (whether written or oral) made to it upon which it relied in entering this agreement, and neither party shall have any liability other than pursuant to the express terms of this agreement. Nothing in this agreement shall exclude or limit either party's liability for misrepresentation made knowing that it was untrue.
- 13.20. The work shall be carried out by RK Consulting in a manner consistent with that level of care and skill ordinarily exercised by others currently providing similar services under similar circumstances at the time the services are performed. NO OTHER WARRANTY, EXPRESS OR IMPLIED, WHETHER CONTAINED IN MATERIALS PROVIDED OR STATEMENTS MADE BY RK Consulting OR OTHERWISE, IS MADE BY RK Consulting WITH RESPECT TO THE QUALITY, RESULT, EFFECTIVENESS OR OUTCOME OF THE WORK, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY AS TO NON-INFRINGEMENT, AND ANY SUCH ADDITIONAL WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. the client's sole remedy for a breach of the foregoing warranty is to require RK Consulting to correct or replace, at RK Consulting's election, the affected service if the breach of warranty is made known to RK Consulting in writing within six (6) months from the date the affected services were provided. RK Consulting DOES NOT PROVIDE ANY WARRANTY OR GUARANTY WITH RESPECT TO THIRD PARTY SOFTWARE OR HARDWARE (SUCH AS THE SOFTWARE PLATFORM OF ANY WEBSITE) AND, ACCORDINGLY, (a) RK Consulting HAS NO RESPONSIBILITY TO CORRECT, OR PAY FOR THE CORRECTION OF, ERRORS OR PROBLEMS ARISING FROM OR CAUSED BY THIRD PARTY SOFTWARE OR HARDWARE, AND (b) RK Consulting DOES NOT WARRANT THAT THE SERVICES OR OPERATION OF ANY WEBSITE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. the client assumes all risks related to processing of transactions related to electronic commerce.
- 13.21. Except with respect to each party's indemnity obligations hereunder, breach of a party's confidentiality obligations and/or the gross negligence or willful misconduct of a party, in no event will RK Consulting, its owners, officers, or employees be liable for any special, indirect, incidental or consequential damages (including without limitation, loss of use, data, business or profits or costs of cover) arising out of or in connection with the agreement, or professional errors or omissions, whether such liability arises from any claim based on agreement, tort (including negligence), product liability or otherwise, and whether or not client has been advised of the possibility of such loss or damage. RK Consulting, its owners, officers, or employees' cumulative liability to client, from all causes of action and all theories of liability, will be limited to and will not

exceed the amounts paid to RK Consulting by the client pursuant to the previous three months of this agreement. RK Consulting shall not be liable to the client or the client's representatives for any harm resulting from any use of confidential information.

- 13.22. RK Consulting is not liable for any failure to perform, or delay in performance, due to circumstances beyond its reasonable control, including but not limited to, riots, wars, fires, floods, explosions, strikes, acts of nature, and acts of government. If RK Consulting's services are interrupted due to any such force majeure cause, the client and RK Consulting shall negotiate a reasonable extension of time for RK Consulting's performance and payment of any additional costs to be incurred by RK Consulting as a result thereof.
- 13.23. Neither party shall publish or use any advertising, sales promotions, press releases or other publicity relating to this agreement or which use the other party's name, logo, trademarks or service marks without the approval of the other party, which shall not be unreasonably withheld. That said, the parties agree that RK Consulting may publicly refer to the client by name and use the client's trademark and logo as part of RK Consulting's Customer lists. the client agrees that design work for completed projects may be displayed as examples of work on RK Consulting's website.
- 13.24. Risk of loss of goods shall pass to the client upon delivery to the client.