

General terms

25th May 2018

1. Parties

- i. This agreement is between Go Free Range Ltd, a company registered in England and Wales under number 06789592, trading as "Go Free Range", and the organisation or person specified on the order summary accompanying this document.

2. Definitions

Work

: The Work is a specific set of activities (carried out by Go Free Range for a fee) with a tangible outcome.

Feedback Period

: The Feedback Period is the amount of staff time available to make small changes and amendments to the Work after we believe it is complete.

Required Materials

: Required Materials are things that Go Free Range needs in order to complete the Work or part of it, including but not limited to images, text content, licences, consents, or clear instructions.

Product

: A collection of services and software which, when operational, will meet the goals specified in your Project Description.

Project Description

: A Project Description is a written explanation of your Project's goals and vision, the user needs you are trying to meet and the nature of the work that you expect will be required to meet those needs and achieve those goals.

Project

: A Project is a series of iterations to complete work that will meet a specified set of goals.

3. Proposal

- i. Before starting the Work, Go Free Range will provide a proposal.
- ii. The proposal Go Free Range provides will contain:
 - a. A description of the Work;
 - b. An indication of when the Work will begin and end;
 - c. An estimate of how much staff time the Work will require;
 - d. Our fees;
 - e. Any other information that we have agreed must be recorded and agreed prior to the commencement of the Work.

4. The Work

- i. Go Free Range will complete the Work as described in the proposal.
- ii. At any time, you may request that some aspect of the Work be changed. Go Free Range will make reasonable efforts to comply with that request.
- iii. If the Work changes, Go Free Range may charge additional fees. We will agree any such fees with you before proceeding further with the Work.
- iv. When we believe the Work has been completed, we will show you the Work, and ask for your feedback.
- v. If you send us feedback, we will (at no extra charge) spend more time on the Work, up to a maximum of 15% of the staff time estimated in the proposal.
- vi. If you require further changes after this time has been spent, Go Free Range will provide a proposal for a new piece of Work.

5. Required Materials

- i. In order to complete the Work, there will occasionally be Required Materials that you must provide.
- ii. You must provide Required Materials as soon as is reasonably practical.
- iii. If Go Free Range does not have the Required Materials promptly, we may not be able to complete the Work within the deadlines specified in the proposal.

6. Subcontracting

- i. At Go Free Range's sole discretion, freelancers or contractors may be used in place of Go Free Range employees in order to complete some or all of the Work.
- ii. Go Free Range will not outsource the Work without your prior agreement, which must not be unreasonably withheld or delayed.

7. Quality

- i. Go Free Range will deliver the Work to a professional standard.
- ii. Go Free Range is insured against professional negligence to a value of £1,000,000 (the "insured sum"). We would be willing to negotiate an increase in the insured sum on condition that we were able to pass on any corresponding increase in the premium.

8. Limitation of liability

- i. Go Free Range cannot guarantee perfect reliability.
- ii. Go Free Range will deliver Work that is as robust and reliable as is reasonably practical.
- iii. Go Free Range will not be liable for any loss of profits or reputation that you suffer, directly or indirectly, as a consequence of the Work.
- iv. You agree that it is your responsibility to ensure that you put in place measures that make you able to operate in the event of any such failure. Go Free Range can work with you to design or implement such measures at your request for an agreed fee.
- v. Nothing in this agreement should be read as excluding our liability for death or personal injury caused by our negligence.
- vi. In any event, Go Free Range's total liability under this agreement is limited to the lesser of:
 - a. The fee for the Work.
 - b. The insured sum.

9. Confidentiality

- i. Go Free Range believe that it is best to be open.
- ii. Go Free Range will generally not keep the details of the Work

confidential, including but not limited to:

- a. The fact that Go Free Range has a commercial relationship with you;
- b. The nature and goals of the Work;
- c. The Work's likely completion date(s);
- d. The fee for the Work.

iii. However, Go Free Range do regard the following as confidential:

- a. The specific content of documents or copy that will be published on any of your websites that is not yet publicly available, most especially the content of forthcoming strategy or policy announcements;
- b. Personal data Go Free Range acquires during the course of the Work;
- c. The content or existence of any document you send to us that is protectively marked.

iv. If you have additional confidentiality requirements, you must tell us in writing as soon as is reasonably practical.

10. **Intellectual property**

- i. Intellectual property in work created by us in the course of working on a Project and that also forms a part of the Product ("Project IP") shall, (as a future assignment of intellectual property) belong to you, subject to the licences set out in this agreement.
- ii. "Background IP" means any intellectual property used in the Product that is not Project IP and "Reused IP" means any Background IP which we own.
- iii. You do not become the owner of any Background IP.
- iv. We grant you a perpetual, irrevocable, non-exclusive, royalty-free licence to the Reused IP for their use in the Product.
- v. We will take all reasonable steps to ensure that Background IP that is not Reused IP is licensed in such a way that you are able to make use of it as part of the Product.
- vi. Go Free Range may place links or representative screenshots of the materials we create for our clients along with their names or logos on a Go Free Range website or within other promotional material. To the extent that these materials are owned by you, you agree to grant us a perpetual, irrevocable, non-exclusive, royalty-free licence that authorises this use.
- vii. We are neither able to enumerate the intellectual property your Product contains, nor to state which parts are owned by you and which are Project

IP or Reused IP.

11. **Payments**

- i. Go Free Range will issue invoices for the Work on completion, or at intervals as described in the proposal.
- ii. Invoices are payable within 28 days.
- iii. Go Free Range will exercise the statutory right to claim interest and recovery costs on overdue invoices under the Late Payment legislation at 8% over Bank of England base rate.
- iv. You shall make payment by BACS transfer or (if agreed in advance with Go Free Range) credit or debit card. Go Free Range does not accept cheques.
- v. VAT (where applicable) is payable on, and in addition to, all sums due under this agreement.
- vi. Go Free Range issues invoices by email. If you require a paper invoice to be issued, Go Free Range may charge an additional fee.

12. **Circumstances beyond our control**

- i. Go Free Range will not be liable for any failure caused by industrial action or other circumstances beyond our reasonable control.

13. **Changes to these terms**

- i. Go Free Range may vary these terms at any time upon giving you prior written notice.
- ii. If any proposed change in these terms puts you at a material disadvantage you may send us a written objection, in which case, the change will not be binding on you.
- iii. Any such written objection must be sent within 14 days of the the notice Go Free Range sends you.
- iv. This clause does not apply if it would violate the terms of a framework agreement of which this agreement forms a part.

14. **Proper law**

- i. This agreement is governed by English law and the parties agree that any disputes arising from the agreement will be subject to the exclusive jurisdiction of the courts of England and Wales.

15. **Email**

- i. Any reference to "in writing" includes email and excludes fax transmissions.

16. **Headings**

- i. The section headings contained in this agreement are for reference only and shall not in any way affect the meaning or interpretation of this agreement.

17. **Whole agreement**

- i. With the exception of any framework agreement of which this agreement forms a part,
this agreement and the proposal that accompanies it constitute the entire agreement between us with respect to the Work, and replaces any prior oral or written agreement which may exist.

18. **Termination**

- i. Either party may terminate this contract at any time by giving us 30 days' notice in writing, unless otherwise agreed in the Work proposal.
- ii. Go Free Range may terminate this contract without notice if you are in material breach.
- iii. At the end of this contract, Go Free Range will issue a final invoice for any services delivered up to the date of termination, which you shall pay.

Signatures

By signing below, the parties indicate that they have, read, understand and agree to the terms and conditions outlined in this contract.

On behalf of Go Free Range:

_____ Signature

_____ Name

_____ Date

On behalf of the other party:

_____ Signature

_____ Name

_____ Date