**THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF *CLAUSE 8* (LIMITATION OF LIABILITY).**

1. Interpretation

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

* 1. Definitions:

1. Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
2. Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 5.
3. Commencement Date: has the meaning given in clause 2.2.
4. Conditions: these terms and conditions as amended from time to time in accordance with clause 11.5.
5. Contract: the contract between iQ Digital House and the Customer for the supply of Services in accordance with these Conditions.
6. Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.
7. Customer: the person or firm who purchases Services from iQ Digital House.
8. Customer Default: has the meaning set out in clause 4.2.
9. Data Protection Legislation: all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, (for so long as and to the extent that the law of the European Union has legal effect in the UK) (ii) the General Data Protection Regulation (*(EU) 2016/679*) and (iii) any other directly applicable European Union regulation relating to privacy.
10. Deliverables: the deliverables (whether printed materials, e-books, designs or otherwise and in a pdf format unless otherwise agreed) set out in the Order produced by iQ Digital House for the Customer.
11. Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks business names and domain names, rights in get-up goodwill and the right to sue for passing off rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
12. iQ Digital House: The IQ Digital House Limited registered in England and Wales with company number 5361055.
13. Order: the Customer's order for Services being the Customer's acceptance of a quotation by iQ Digital House or otherwise as the case may be.
14. Services: the services, including the Deliverables (if any), supplied by iQ Digital House to the Customer as set out in the Specification.
15. Specification: the description or specification of the Services agreed between iQ Digital House and the Customer.
    1. Interpretation:
       1. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
       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.
16. Basis of contract
    1. The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
    2. The Order shall only be deemed to be accepted when iQ Digital House issues an acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).
    3. Any samples, descriptive matter or advertising issued by iQ Digital House, and any descriptions or illustrations contained in iQ Digital House's catalogues or brochures, 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.
    4. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
    5. Any quotation given by iQ Digital House shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.
17. Supply of Services
    1. iQ Digital House shall supply the Services to the Customer in accordance with the Specification in all material respects.
    2. iQ Digital House shall use all reasonable endeavours to meet any performance dates agreed with the Customer but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
    3. iQ Digital House 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 iQ Digital House shall notify the Customer in any such event.
    4. iQ Digital House warrants to the Customer that the Services will be provided using reasonable care and skill.
    5. Risk in any Deliverables shall pass to the Customer at the time of delivery.
    6. Title in any Deliverables shall not pass to the Customer until iQ Digital House has been paid in full for such Deliverables.
18. Customer's obligations
    1. The Customer shall:
       1. ensure that the terms of the Order and any information it provides to iQ Digital House are complete and accurate;
       2. co-operate with iQ Digital House in all matters relating to the Services;
       3. provide iQ Digital House with such information and materials as iQ Digital House may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
       4. comply with all applicable laws, including health and safety laws; and
       5. comply with any additional obligations as set out in the Specification.
    2. If iQ Digital House's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):
       1. without limiting or affecting any other right or remedy available to it, iQ Digital House shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays iQ Digital House's performance of any of its obligations;
       2. iQ Digital House shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from iQ Digital House's failure or delay to perform any of its obligations as set out in this clause 4.2; and
       3. the Customer shall reimburse iQ Digital House on written demand for any costs or losses sustained or incurred by iQ Digital House arising directly or indirectly from the Customer Default.
19. Charges and payment
    1. The Charges for the Services shall be as set out in the Quotation or such other price as iQ Digital House and the Customer may agree in writing or, where there is no Quotation and no price has been agreed in writing, the price shall be iQ Digital House’s standard charges as determined by iQ Digital House from time to time
    2. Unless iQ Digital House has granted credit terms to the Customer, the Customer shall pay the Charges for the Services before iQ Digital House commences the Services.
    3. If iQ Digital House has granted credit terms to the Customer, iQ Digital House shall invoice the Customer at such time(s) as iQ Digital House and the Customer may agree in writing or, where iQ Digital House and the Customer do not so agree such time(s), on completion of the Services.
    4. The Customer shall pay each invoice submitted by iQ Digital House:
       1. within 30 days of the date of the invoice; and
       2. in full and in cleared funds to a bank account nominated in writing by iQ Digital House.
    5. Time for payment of invoices submitted by iQ Digital House shall be of the essence of the Contract.
    6. All amounts payable by the Customer 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 iQ Digital House to the Customer, the Customer shall, on receipt of a valid VAT invoice from iQ Digital House, pay to iQ Digital House 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.
    7. 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).
    8. If iQ Digital House grants credit terms to the Customer, iQ Digital House may vary or revoke those credit terms at any time.
20. Intellectual property rights
    1. All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by iQ Digital House. For the avoidance of doubt, to the extent that the Services involve the copying of material provided by the Customer, the Intellectual Property Rights in the copies of such material shall remain with the Customer or the Customer’s licensor.
    2. If iQ Digital House owns the Intellectual Property Rights in any Deliverables, iQ Digital House grants to the Customer a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business.
    3. The Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 6.2*.*
    4. The Customer grants iQ Digital House a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to iQ Digital House for the term of the Contract for the purpose of providing the Services to the Customer.
    5. For the avoidance of doubt, the Customer shall not be entitled to any source file used in connection with the creation of any Deliverable unless otherwise agreed in writing.
21. Data protection and data processing
    1. Where the Services includes the processing of personal data by iQ Digital House on behalf of the Customer, the provisions of this clause 7 shall apply but not otherwise. Both parties will comply with all applicable requirements of the Data Protection Legislation.
    2. In this clause 7, **Applicable Laws** means (for so long as and to the extent that they apply to iQ Digital House) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means any Data Protection Legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation.
    3. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and iQ Digital House is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
    4. The Customer will ensure that, to the extent required under Applicable Laws, it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to iQ Digital House for the duration and purposes of the Contract.
    5. iQ Digital House shall, in relation to any Personal Data processed in connection with the performance by iQ Digital House of its obligations under the Contract:
       1. process that Personal Data only on the written instructions of the Customer unless iQ Digital House is required by Applicable Laws to otherwise process that Personal Data. Where iQ Digital House is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, iQ Digital House shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit iQ Digital House from so notifying the Customer;
       2. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
       3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
       4. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
          1. the Customer or iQ Digital House has provided appropriate safeguards in relation to the transfer;
          2. the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
          3. iQ Digital House complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
          4. iQ Digital House complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
       5. assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
       6. notify the Customer without undue delay on becoming aware of a Personal Data breach;
       7. at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
       8. maintain complete and accurate records and information to demonstrate its compliance with this clause 7.
    6. iQ Digital House shall not appoint any sub-processor of Personal Data under the Contract without any specific or general written authorisation of the Customer.
    7. The Customer gives its prior written authorisation to the appointment by iQ Digital House of each of the categories of sub-processors who will process personal data as referred to in clause 7.8, and iQ Digital House shall inform the Customer of any intended changes concerning the addition or replacement of other sub-processors.
    8. For the purposes of clause 7.7, the authorised category of sub-processors are outsourced service providers and the description of processing carried out by such sub-processors/ category of sub-processors is the use of personal data in the provision of outsourced services including, but not limited to, delivery of Deliverables, posting/mailing services and scanning services.
    9. Where iQ Digital House appoints such a sub-processor, it shall do so on terms which are substantially similar to those set out in this clause 7. As between the Customer and iQ Digital House, iQ Digital House shall remain fully liable for all acts or omissions of any sub-processor appointed by it pursuant to this clause 7.
22. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.
    1. Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
       1. death or personal injury caused by negligence;
       2. fraud or fraudulent misrepresentation; and
       3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
    2. Subject to clause 8.1, iQ Digital House's total liability to the Customer in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall not exceed all sums paid and all sums payable by the Customer under the Contract in respect of services actually supplied by iQ Digital House, whether or not invoiced to the Customer
    3. This [clause 8.3](#a439100) sets out specific heads of excluded loss and exceptions from them:
       1. Subject to clause 8.1, the types of loss listed in clause 8.3(c) are wholly excluded by the parties, but the types of loss and specific losses listed in clause 8.7(d) are not excluded.
       2. If any loss falls into one or more of the categories in clause 8.3(c) and also falls into a category, or is specified, in clause 8.3(d), then it is not excluded.
       3. The following types of loss are wholly excluded:
          1. Loss of profits
          2. Loss of sales or business.
          3. Loss of agreements or contracts.
          4. Loss of anticipated savings.
          5. Loss of use or corruption of software, data or information.
          6. Loss of or damage to goodwill.
          7. Indirect or consequential loss.
       4. The following types of loss and specific loss are not excluded:
          1. Sums paid by the Customer to iQ Digital House pursuant to the Contract, in respect of any Services not provided in accordance with the Contract.
          2. Wasted expenditure.
          3. Additional costs of procuring and implementing replacements for, or alternatives to, Services not provided in accordance with the Contract.
          4. Losses incurred by the Customer arising out of or in connection with any third party claim against the Customer which has been caused by the act or omission of iQ Digital House.
    4. iQ Digital House 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 13 to 15 of the Sale of Goods Act 1979 and 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.
    5. Unless the Customer notifies iQ Digital House that it intends to make a claim in respect of an event within the notice period, iQ Digital House shall have no liability for that event. The notice period for an event shall start on the day on which the Customer 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.
    6. This clause 8 shall survive termination of the Contract.
23. Termination
    1. 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:
       1. the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
       2. 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), 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;
       3. 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
       4. 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.
    2. Without affecting any other right or remedy available to it, iQ Digital House may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
    3. Without affecting any other right or remedy available to it, iQ Digital House may suspend the supply of Services under the Contract or any other contract between the Customer and iQ Digital House if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 9.2(b) to clause 9.2(d), or iQ Digital House reasonably believes that the Customer is about to become subject to any of them.
24. Consequences of termination
    1. On termination of the Contract:
       1. the Customer shall immediately pay to iQ Digital House all of iQ Digital House's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, iQ Digital House shall submit an invoice, which shall be payable by the Customer immediately on receipt;
       2. the Customer shall return any Deliverables which have not been fully paid for. If the Customer fails to do so, then iQ Digital House may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
    2. Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
    3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.
25. General
    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.
    2. **Assignment and other dealings.**
       1. iQ Digital House 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.
       2. The Customer 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 iQ Digital House.
    3. **Confidentiality.**
       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 11.3(b).
       2. Each party may disclose the other party's confidential information:
          1. to its employees, officers, representatives, 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, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.3; and
          2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
       3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
    4. **Entire agreement.**
       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.
       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 or negligent misstatement based on any statement in the Contract.
       3. Nothing in this clause shall limit or exclude any liability for fraud.
    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).
    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.
    7. **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
    8. **Notices.**
       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 at its registered office (if a company) or its principal place of business (in any other case).
       2. Any notice shall be deemed to have been received:
          1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
          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 or at the time recorded by the delivery service.
       3. This clause 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.
    9. **Third party rights.**
       1. Unless it expressly states otherwise, 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.
       2. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
    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.
    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.