

These Terms apply to the media buying and planning, data, creative, web development, hosting and domains, search engine optimisation and other advertising and marketing related services to be provided by LANDON MARKETING AND DESIGN LIMITED, a company with its registered address at 12 Ayleswade Road, Salisbury SP28DR company number 9506863, to the Client.

These Terms constitute the "Agreement" between the parties. These Terms shall apply to the exclusion of all other terms and conditions of the Client, notwithstanding anything to the contrary in any such documents.

We reserve the right to review and change these Terms within the limits of the law of the United Kingdom at any time. It is the Client's obligation to review these Terms. The Client's continued use of Services after subsequent modifications shall constitute the Client's consent to such changes.

## 1) Services to be Provided

1.1 The Client appoints Landon Marketing and Design to provide the Services agreed in writing by both parties. The Services shall be performed subject to and in accordance with the provisions of the Agreement.

1.2 Landon Marketing and Design agrees to act as a principal and not as an agent in respect of all of their dealings with the media and other suppliers in respect of the Client's advertising, except where the parties agree otherwise in writing.

## 2) Landon Marketing and Design Remuneration and Media Charges

2.1 In consideration of the performance of the Services, the Client shall pay Landon Marketing and Design the fees agreed by both parties and detailed in writing. Unless otherwise stated the fees are payable in GBP.

2.2 The Client must pay all Fees by direct debit, bank transfer or cheque, and the Client hereby agrees to instruct its bank to authorise such payments to Landon Marketing and Design.

2.3 The Client will also pay Landon Marketing and Design for all charges levied by:

- (a) media providers for the placement of advertising as approved in advance by the Client, in accordance with any media plan provided by Landon Marketing and Design;
- (b) banks for rejected direct debit transactions in relation to the Fees payable by the Client in accordance with this Agreement; and
- (c) advertising exchanges, trading platforms or other third party intermediaries or providers, including automated advertising bidding service providers (together the "Digital Intermediaries") involved in the placement, delivery or optimisation of the Client's digital advertisements or other Services agreed in writing by both parties.

2.4 If the Client is overdue with any payment hereunder, then without prejudice to Landon Marketing and Design's other rights or remedies:

the Client shall be liable to pay interest on the overdue amount at an annual rate of 8% above the prevailing base rate at that time, as set by the Bank of England. Such interest shall accrue on a daily basis from the date on which payment becomes 75 days overdue until the date Landon Marketing and Design receives payment of the full overdue amount together with any accrued interest;

Landon Marketing and Design shall have the right, at its option, to suspend performance of the Services until the Client pays all outstanding payments in full; and

for the avoidance of doubt, all Intellectual Property Rights in the Landon Marketing and Design Materials and the Background Materials shall be owned by and remain the property of and vested in Landon Marketing and Design (and where applicable in the case of the Background Materials, its licensors).

### 3) Term

3.1 The Agreement shall apply from the date specified in writing as agreed by both parties, subject to earlier termination in accordance with this Agreement, continue in full force and effect for the term specified in writing, and thereafter unless and until terminated by either party.

3.2 Where no term is specified in writing, 30 days end of month notice must be provided in writing.

3.3 Upon termination of the Agreement, the Client shall promptly pay all outstanding Fees and reimburse Landon Marketing and Design for any costs properly incurred by Landon Marketing and Design in the course of performing the Services and to which it is committed at the time of termination.

3.4 Either party may terminate this Agreement immediately upon written notice to the other party:

(a) in the event of any material breach of this Agreement by the other party which breach is not remediable or, if remediable, is not remedied within thirty (30) days after the service by the party not in default of a written notice on the other party, specifying the nature of the breach and requiring that the same be remedied; or

(b) if the other party shall cease carrying on business in the normal course, or shall call a meeting of its creditors or make a proposal for a voluntary arrangement within Part I of the Insolvency Act 1986 or for any other composition or scheme of arrangement with (or assignment for the benefit of) its creditors, or shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or if a trustee, receiver, administrative receiver or other similar officer is appointed in respect of all or any part of its business or assets, or if a petition is presented or a meeting is convened for the purpose of considering a resolution for its winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or it is the subject of an administration order.

3.5 Notwithstanding any other provision of the Agreement, Landon Marketing and Design may immediately, on written notice to the Client, suspend or terminate the Services if any of its suppliers (including without limitation media providers or Online Intermediaries) suspend or terminate the services being supplied to Landon Marketing and Design, provided always that Landon Marketing and Design will only suspend or terminate that part of the Services affected by the actions (or inaction) of any such third party supplier

## 4) Approvals and Authority

4.1 After obtaining the Client's general approval of campaigns, Landon Marketing and Design will submit to the Client for specific approval estimates or quotations of the costs of the various items of advertising or digital services (whether in an insertion order or otherwise).

4.2 The Client's written approval (which shall include email) of such estimates and quotations will be Landon Marketing and Design's authority to make reservations and contracts for space, time and other facilities.

## 5) Amendments

5.1 The Client may request in writing that Landon Marketing and Design changes, rejects, cancels or stops all plans, schedules, insertion orders or work-in-progress and Landon Marketing and Design shall take reasonable steps to comply, to the extent that Landon Marketing and Design can do so within Landon Marketing and Design's contractual obligations to suppliers.

5.2 In the event of any cancellations or amendment as aforesaid, the Client agrees to reimburse Landon Marketing and Design for any charges or expenses which Landon Marketing and Design has incurred or to which Landon Marketing and Design is contractually committed.

## 6) Payment Terms

6.1 The payment terms are based upon the principle that the Client will ensure that Landon Marketing and Design is paid in time to meet the liabilities which arise from orders placed by Landon Marketing and Design with media owners and Digital Intermediaries in respect of the Client's advertisements.

6.2 All invoices in accordance with that which has been agreed between both parties in writing and approved by the Client shall be due for payment 14 days from the date of invoice, unless specified otherwise.

6.3 All invoices presented to the Client by the due date and not subject to dispute which are not paid by the due date shall be subject to an interest charge at the statutory rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

6.4 If relevant, the Client will promptly provide Landon Marketing and Design with purchase order numbers in respect of all approved media and Digital Intermediary charges and the Client will use

such purchase order numbers on all relevant invoices. The absence of a purchase order number on an invoice will not constitute a valid reason for withholding payment.

6.5 As Landon Marketing and Design and the Client have no previous working relationship, the Client is required to pay a 50% deposit of all scheduled services during the first 30 days, prior to those services commencing. Should the Client not make the required payments, Landon Marketing and Design shall be entitled to immediately terminate the Agreement in writing to the Client. A further 50% payment will be payable upon completion of the work.

6.6 If the Client has a bona fide dispute in respect of the whole or any part of any invoice, it shall use all reasonable endeavours to notify Landon Marketing and Design in writing within 14 days after its receipt of the invoice. If the Client notifies Landon Marketing and Design in writing that it disputes the whole or any part of sums payable under any invoice, the Client may withhold payment of the amount in dispute, but shall pay the undisputed part in accordance with this Agreement. The parties shall co-operate in good faith to resolve the dispute over the invoice as amicably and promptly as possible.

## 7) Legal Liability and Other Claims

7.1 Nothing in the Agreement shall exclude or limit liability for fraud, death or personal injury caused by negligence or any other type of liability to the extent it may not be excluded or limited as a matter of law. Subject to this Landon Marketing and Design will not be liable under or in connection with this Agreement for any (i) loss of actual or anticipated income or profits, loss of revenue, loss of goodwill or damage to reputation, breach of customer data, loss of anticipated savings, loss of contracts; or (ii) special, indirect or consequential loss or damage of any kind, in each case howsoever arising, and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.

7.2 Landon Marketing and Design shall not be liable for any delay in or omission of publication, transmission or delivery or any error in any advertisement or its placement.

7.3 While Landon Marketing and Design will take all reasonable care to ensure that its systems and services are safe and secure, Landon Marketing and Design is unable, due to circumstances beyond its reasonable control, to guarantee that its systems, services and deliverables will be free from viruses or other executable code. Should Landon Marketing and Design become aware of any

viruses or executable code that may adversely affect Client's business, it will inform the Client as soon as possible.

7.4 Landon Marketing and Design shall not be in any way responsible for the preparation, content, production, supplying or copy of advertisements supplied or to be supplied by the Client or its agents, subcontractors or other representatives.

7.5 If due to war, strikes, industrial action short of a strike, lockouts, accidents, fire, blockade, import or export embargo, ice obstruction, natural catastrophes or other act, event, non-happening, omission or accident over which Landon Marketing and Design has no control, Landon Marketing and Design fails to complete its assignment or deliver the Services in the manner and within the time required by the terms of the Agreement Landon Marketing and Design will not be responsible for any loss or damage which may be incurred by the Client as a result of such failure.

## 8) Client's Obligations and Warranties

8.1 Client will give Landon Marketing and Design clear briefings and will make available to Landon Marketing and Design all relevant information required for its performance of the Services. Client shall provide any data, documents or other materials to be supplied by the Client to Landon Marketing and Design under the Agreement ("Client Materials") promptly so that Landon Marketing and Design is able to comply with its obligations under the Agreement.

8.2 The Client hereby warrants and undertakes that:

(a) it has full power and authority to enter into the Agreement and that by doing so it will not be in breach of any obligation to a third party;

(b) it shall in connection with this Agreement, and the Client Materials shall, comply with all applicable laws, regulations and any applicable codes of practice, and it shall take appropriate steps to verify such compliance;

(c) use of Client Materials will not infringe the rights (including without limitation the intellectual property rights) of any third party anywhere in the world;

(d) Client Materials will not be obscene or discriminatory and will not defame or breach the privacy rights of any third party;

(e) Client Materials (including, without limitation, instructions in any insertion order or similar document) are accurate in all material respects;

(f) Client Materials will not contain any executable code, virus or malicious code;

(g) it shall comply with any third party policies applicable to the Services that Landon Marketing and Design notifies to Client from time to time;

(h) it shall not set, place, read, write, access, delete or otherwise use any cookies or similar technology in connection with the Services;

8.3 The Client hereby indemnifies and keeps Landon Marketing and Design indemnified against all losses, claims, liabilities, damages, costs and expenses suffered or incurred by Landon Marketing and Design as a result of any breach of the above warranties and undertakings.

8.4 The Client agrees to inform Landon Marketing and Design without delay if it considers that any claim or trade description in any Client Materials placed by Landon Marketing and Design on behalf of the Client is false or misleading in any way.

## 9) Warranties of Landon Marketing and Design

9.1 Landon Marketing and Design warrants that (i) the individual signing this Agreement on behalf of Landon Marketing and Design has (and shall have) the full authority to legally bind Landon Marketing and Design; and (ii) it will perform the Services in a workmanlike manner and with reasonable skill and care.

## 10) Terms of Business with Media and Digital Intermediaries

10.1 Unless otherwise stated, Landon Marketing and Design's contracts with media, Digital Intermediaries and other suppliers for the Client's advertising are made in accordance with media rate cards and/or other standard or individual conditions and contracts. The rights and liabilities between the Client and Landon Marketing and Design shall correspond to those between Landon Marketing and Design and the various media, Digital Intermediaries and suppliers under such conditions, and the Client hereby indemnifies and keeps indemnified Landon Marketing and Design against all losses, claims, liabilities, damages, costs and expenses suffered as a result of any breach by the Client of any third party terms and conditions which Landon Marketing and Design has entered into on the Client's behalf.

## 11) Confidential Information

11.1 It is recognised that during the course of business certain confidential information concerning marketing, sales, new products, media buying rates, media plans, pricing (including that of Digital Intermediaries) and the like, will be communicated to Landon Marketing and Design by the Client and vice versa. Each party undertakes to maintain the confidentiality of the other party's

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confidential information and only use such confidential information in the performance of its obligations under this agreement. Both parties shall instruct all employees that they have an obligation to ensure confidentiality of such information at all times. It is agreed that this obligation of confidentiality shall continue after termination.

## 12) Intellectual Property

### 12.1 Definitions

(a) "Landon Marketing and Design Material(s)" means the advertising copy, website design, and any other materials described agreed by both parties in writing, or which may be created or provided by Landon Marketing and Design in the provision of the Services under this Agreement, but excluding any Client Materials;

(b) "Background Materials" means Landon Marketing and Design Materials in existence prior to the date on which it is intended to use them in connection with the Services and in relation to which the Intellectual Property Rights are owned by Landon Marketing and Design;

(c) "Intellectual Property Rights" means all copyright, patents, database rights, trademarks, design rights and any other proprietary right, now known or hereinafter created, together with all extensions and renewals of such rights;

(d) "Third Party Materials" means Landon Marketing and Design Materials in which the Intellectual Property Rights are owned by a third party.

12.2 The Client hereby grants Landon Marketing and Design and other third party suppliers engaged in the provision of the Services a non-exclusive, non-transferable royalty-free licence during the term of the Agreement to use the Client Materials in connection with the Agreement.

12.3 The Client acknowledges and agrees that all Intellectual Property Rights in the Landon Marketing and Design Materials shall immediately upon creation vest in and shall be and remain the exclusive property Landon Marketing and Design.

12.4 Subject to the remaining provisions of this Clause 12, upon receiving payment of all Fees due for the Landon Marketing and Design Materials intended to be assigned (and provided that no other sum that is payable at that time by the Client to Landon Marketing and Design pursuant to this Agreement is overdue), Landon Marketing and Design hereby assigns the Intellectual Property Rights owned by Landon Marketing and Design in the Landon Marketing and Design Materials to the Client. At the Client's cost and expense, Landon Marketing and Design agrees to execute and deliver, promptly upon request, any documents, or do all such further acts, that the which Client may reasonably request to evidence, obtain or perfect the assignment of rights to Client set out in this Clause 12.

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12.5 The Client acknowledges that all Intellectual Property Rights in the Background Materials shall be owned by and remain the property of and vested in Landon Marketing and Design (or its licensors). Subject to Landon Marketing and Design receiving payment of all Fees and subject to ongoing compliance by the Client with the terms of this Agreement, Landon Marketing and Design hereby grants to Client a perpetual, non-exclusive, non-assignable, non-sub-licensable royalty-free licence to use in the UK, and such other countries as Landon Marketing and Design may agree in writing, the Background Materials in connection with the Landon Marketing and Design Materials.

12.6 If and to the extent that any of the Landon Marketing and Design Materials comprise or include any Third Party Materials, Landon Marketing and Design shall procure a licence for Client to use such work on such terms as may be agreed between Landon Marketing and Design and the relevant third party.

12.7 Notwithstanding any of the above, Landon Marketing and Design shall retain all know how obtained in connection with the Services and nothing in this Agreement shall prevent Landon Marketing and Design from using any know how, ideas, functionality or concepts acquired before or during the performance of the Services for any purpose, subject always to Landon Marketing and Design's obligations of confidence to Client under Clause 11.

12.8 Creative, development and other authoring tools, including Landon Marketing and Design's source, master or native files, are wholly owned by Landon Marketing and Design within the terms of our agreement. Transfer to The Client will incur fees.

## 13) Data Protection

For the purposes of this clause 13 the following definitions shall have the following meaning: "Client Personal Data" shall mean personal data:

- (i) supplied to Landon Marketing and Design by or on behalf of the Client; and/or
- (ii) obtained by, or created by, Landon Marketing and Design on behalf of the Client in the course of delivery of Services,

and which in each case is processed by Landon Marketing and Design in connection with Services; "Data Controller" shall have the same meaning as defined in the GDPR; "Data Privacy Laws" shall mean the following as amended, extended or re-enacted from time to time:

- (i) EC Directive 1995/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (ii) EC Directive 2002/58/EC on Privacy and Electronic Communications;

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(iii) EC Regulation 2016/679 (the “GDPR”) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

(iv) all local laws or regulations implementing or supplementing the EU legislation mentioned in (i)-(iii) above;

(v) all codes of practice and guidance issued by national regulators relating to the laws, regulations and EU legislation mentioned in (i)–(iv) above.

“Data Processor” shall have the same meaning as defined in the GDPR; “Data Subject” shall have the same meaning as defined in the GDPR; “EU Law” means any law of the European Union, or any law of a member state of the European Union; “Losses” means losses, damages, liabilities, claims, demands, actions, penalties, fines, awards, costs and expenses (including reasonable legal and other professional expenses); “Processing and Processed” shall have the same meaning as defined in the GDPR; “Personal Data” shall have the same meaning as defined in the GDPR; “Personal Data Breach” shall have the same meaning as defined in the GDPR; “Processing Records” shall have the meaning set out in clause [15].4(j);

## 13.1 Control of conflicts

(a) In the event that a provision of this clause 13 conflicts with any other provision of this Agreement, the provision in this clause shall prevail to the extent of such conflict.

## 13.2 Appointment of Landon Marketing and Design as the Client's Data Processor

(a) The parties confirm that where Services comprise of Landon Marketing and Design's processing of the Client Personal Data, Landon Marketing and Design shall be the Data Processor and the Client shall be the Data Controller with respect to such processing.

(b) If, as a consequence of Landon Marketing and Design's provision of Services, a party considers that the relationship between them no longer corresponds to the intention of the parties stated in clause 13.2(a) above then it shall notify the other party and the parties shall discuss and agree in good faith such steps that may be required to confirm the parties' intention.

## 13.3 General obligations of the parties

(a) Each party shall comply with the obligations imposed on it by applicable Data Privacy Laws with regard to the Client Personal Data processed by it in connection with Services.

(b) Each party shall ensure that where Services require the processing of the Client Personal Data, the insertion Order and/or Booking Form includes the following information:

(i) The subject matter and duration of the processing;

(ii) The nature and purpose of the processing;

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(iii) A description of the type(s) of the Client Personal Data processed; and

(iv) A description of the categories of the data subjects comprised within the Client Personal Data referred to in this clause.

## 13.4 Obligations of Landon Marketing and Design

(a) Landon Marketing and Design shall only process the Client Personal Data in accordance with the documented instructions of the Client, including transfers of the Client Personal Data outside the European Economic Area, unless required to do so by EU Law to which Landon Marketing and Design is subject, in which event Landon Marketing and Design shall inform the Client of such legal requirement unless prohibited from doing so by EU Law on important grounds of public interest.

(b) Landon Marketing and Design shall immediately inform the Client if, in Landon Marketing and Design's opinion, an instruction given by the Client to Landon Marketing and Design under clause 13.4(a) infringes the Data Privacy Laws.

(c) Landon Marketing and Design shall ensure that any persons authorised by it to process the Client Personal Data are subject to an obligation of confidentiality.

(d) Landon Marketing and Design shall implement appropriate technical and organisational measures to ensure that the Client Personal Data is subject to a level of security appropriate to the risks arising from its processing by Landon Marketing and Design or its sub-processors, taking into account the factors and measures stated in Article 32 of the GDPR.

(e) Landon Marketing and Design shall notify the Client without undue delay after becoming aware of a Personal Data Breach.

(f) Taking into account the nature of the processing, Landon Marketing and Design shall assist the Client by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Client's obligation to respond to requests for exercising a Data Subject's rights under the GDPR.

(g) Taking into account the nature of the processing and the information available to Landon Marketing and Design, Landon Marketing and Design shall assist the Client with regard to the Client's compliance with its obligations under the following Articles of the GDPR:

(i) Article 32 (Security of processing);

(ii) Articles 33 and 34 (Notification and communication of a personal data breach);

(iii) Article 35 (Data protection impact assessment); and

(iv) Article 36 (Prior consultation by the Client with the supervisory authority)

(h) Upon termination of Services that required the processing of the Client Personal Data (in whole or in part) Landon Marketing and Design shall, at the election of the Client, deliver up or destroy such the Client Personal Data which is in the possession of, or under the control of, Landon Marketing and Design unless EU Law requires Landon Marketing and Design to store such the Client Personal Data.

(i) Landon Marketing and Design shall, at the request of the Client, provide the Client with all information necessary to demonstrate a party's compliance with its obligations under this clause 13 and shall allow for and contribute to audits and inspections conducted by or on behalf of the Client.

(j) Where required to do so by the GDPR, Landon Marketing and Design and, where applicable, Landon Marketing and Design's representative shall maintain written records of its processing of the Client Personal Data (the "Processing Records") as follows:

(i) the name and contact details of:

(1) Landon Marketing and Design and its sub-processors;

(2) the Client;

(3) where applicable, the representatives of the Client, Landon Marketing and Design and its sub-processors, and Landon Marketing and Design's data protection officer;

(ii) the categories of processing carried out on behalf of the Client;

(iii) transfers of the Client Personal Data to a third country or an international organisation, including the identification of that third country or international organisation and, where applicable, details of the suitable safeguards in place; and

(iv) where possible, a general description of the technical and organisational security measures taken by Landon Marketing and Design, its sub-processors and the Client.

(v) Landon Marketing and Design and its sub-processors and, where applicable, their representatives, shall make the Records available to a supervisory authority on request.

## 13.5 Obligations of the Client

(a) the Client shall ensure that:

(i) the supply to Landon Marketing and Design of the Client Personal Data by or on behalf of the Client for the purposes of processing undertaken by the Landon Marketing and Design and its permitted sub-processors where such processing is authorised by the Client shall comply with the Data Privacy Laws; and

(ii) the instructions given by the Client to Landon Marketing and Design by operation of clause 13.4(a) shall comply with the Data Privacy Laws.

## 13.6 Costs of assistance

Where, by operation of clause 13.4, Landon Marketing and Design is obliged to provide assistance to the Client, or to third parties at the request of the Client (including submission to an audit or inspection and/or the provision of information), such assistance shall be provided at the sole cost and expense of the Client, save where such assistance directly arises from Landon Marketing and Design's breach of its obligations under this clause 13, in which event the costs of such assistance shall be borne by Landon Marketing and Design.

## 13.7 Landon Marketing and Design's appointment of sub-processors

(a) Notwithstanding any other provision of this Agreement, Landon Marketing and Design shall be entitled to sub-contract any part of Services requiring the processing of the Client Personal Data, subject to the following conditions:

(i) Landon Marketing and Design shall notify the Client in writing of its intention to engage such sub-contractor. Such notice shall give details of the identity of such sub-contractor and the services to be supplied by it; and

(ii) the Client shall be deemed to have approved the engagement of the sub-contractor if it has not served a notice in writing on Landon Marketing and Design objecting (acting reasonably) to such appointment within (seven) 7 days of the date that the notice is deemed to be received by the Client in accordance with this Agreement.

13.8 The Client hereby indemnifies and keeps Landon Marketing and Design indemnified against all losses, claims, liabilities, damages, costs and expenses suffered or incurred by Landon Marketing and Design, its group companies and contractors due to any failure by the Client or its employees or agents to comply with this Clause 13, provided always that such indemnity shall not cover any such loss or damage caused by Landon Marketing and Design's negligence or by Landon Marketing and Design being in breach of this Clause 13.

## 14) Entire Agreement

14.1 The Agreement and the documents referred to in it contains all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. Each of the parties acknowledges and agrees that:

(a) in entering into the Agreement it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding other than the statements, representations, warranties and understandings expressly set out in the Agreement; and

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(b) its only remedies in connection with any statements, representations, warranties and understandings expressly set out in the Agreement shall be for breach of contract as provided in the Agreement. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

14.2 The Agreement states the full extent of Landon Marketing and Design's obligations and liabilities in respect of the performance of the Services and the parties agree that any condition, warranty, representation or other term concerning the performance of the Service which might otherwise be implied into or incorporated in the Agreement, whether by statute, common law or otherwise, is excluded to the maximum extent permitted by law.

## 15) General

15.1 Client shall not be entitled to assign, sub-license or otherwise transfer the benefit or burden of the Agreement to any person without the prior written agreement of Landon Marketing and Design.

15.2 The Client shall not without the prior written consent of a director of Landon Marketing and Design, solicit the services of any Landon Marketing and Design employee, who has been engaged in the provision of services to the Client during the period of this agreement, nor for the period of time set out in the employees Terms and Conditions of Employment as they relate to "Restrictions when your employment with Landon Marketing and Design ends".

15.3 In the event of any conflict between the provisions set out in the Booking Form and the Terms, the Terms shall take precedence in relation to that matter.

15.4 If any term of the Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from the Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms provided that if any provision of the Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid.

15.5 The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to the Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right later to enforce or to exercise it.

15.6 All notices, which are required to be given hereunder, shall be in writing and shall be sent to the address of the recipient. Any such notice may be delivered by hand or by first class post or

facsimile and shall be deemed to have been served by hand when delivered if by first class post, 48 hours after posting and if by facsimile when delivery confirmation is received.

15.7 A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

15.8 We reserve the right to amend these Terms by publishing a note on our website or by using reasonable endeavours to bring the new Terms to your attention.

15.9 The construction, validity and performance of the Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales to resolve any dispute between them arising under or in connection with the Agreement.

Special Terms Applicable:

A. WHERE THE SERVICES INVOLVE THE USE OF COOKIES

B. TO HOSTING SERVICES

## 16) Campaign Reporting

16.1 Where the Services include provision or use of Landon Marketing and Design's reporting platforms, at the Client's request Landon Marketing and Design will issue the Client with a single login to allow the Client to access Insight in order to track its campaigns, measure marketing performance and access certain other information and documents ("Marketing Performance Data").

16.2 All login credentials that are personal to the Client and shared with Landon Marketing and Design will not be shared with any third party without prior consent from the Client. Landon Marketing and Design shall be entitled to treat all access using the Client's login credentials as access by the Client. If the Client believes that its login credentials have been compromised, it must inform Landon Marketing and Design immediately and Landon Marketing and Design will take steps to issue fresh credentials.

## 17) Use of Cookies

17.1 Where the Services include the use of cookies or similar technology ("Cookies") on Client's owned or operated websites or other platforms ("Websites"), (which uses Cookies on Websites), in order to enable Landon Marketing and Design to comply with its legal obligations, the Client shall:

(a) provide clear and comprehensive information on all Websites about the purpose of Cookies used on such Websites in connection with the Services (as detailed in Clause 17.2); and

(b) immediately (i.e. as soon as the user arrives at the applicable Website) obtain each Website user's consent to the storing or accessing of information on a Website user's device using Cookies, subject to Clause 17.4.

17.2 Landon Marketing and Design uses Cookies in connection with the Services for the purposes detailed in this Clause 17 and such other purposes as Landon Marketing and Design shall notify to the Client in writing from time to time. Website users can opt out at any time, although opting out will not affect the amount of adverts a user is served.



## Type of Cookie Issuer Purpose

- Advertising
- Google Analytics
- Social Media Analytics
- To monitor performance of digital advertising campaigns
- To prevent users from seeing the same ads too frequently and to show more relevant advertising.
- Website
- Google Analytics
- To understand and improve Website user experience and conversion

## 18) Hosting Services

18.1 Where Services include website, and/or database hosting, Landon Marketing and Design shall use its reasonable endeavours to ensure that such website and/or database remains available for the uptime agreed with the Client. However, Landon Marketing and Design is unable to guarantee availability of any website or database it may agree to host.