

# Matthew Parsons

## Terms & Conditions of Trade

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### 1 Schedule Definitions

- 1.1 **Matthew Parsons** whose registered office is at 6 Barrowfield View, Narrowcliff, NEWQUAY. Cornwall TR7 2QH.
- 1.2 **Proposal.** The document or documents howsoever they shall be described produced by MATTHEW PARSONS setting out MATTHEW PARSONS' proposals for meeting the Client's objectives
- 1.3 **Services.** The services to be supplied by MATTHEW PARSONS as detailed in the Proposal.
- 1.4 **Price.** The price to be paid by the Client to MATTHEW PARSONS for the Services in accordance with clause 6.
- 1.5 **Term.** The period between the commencement of the Services and the conclusion of this Contract whether under clause 6 or otherwise in accordance with these conditions.
- 1.6 **Hosting Services.** The internet hosting services to be supplied by MATTHEW PARSONS (if appropriate) as agreed in writing between the Parties.
- 1.7 **PAYG.** Pay-as-you-go (PAYG) is a system for the Client to pay for services in installments on a monthly basis.

### 2 General

- 2.1 The Definitions in the Schedule apply to these Conditions
- 2.2 These conditions apply to transactions undertaken by MATTHEW PARSONS trading as Button Web Design.
- 2.3 Unless otherwise agreed in writing, these conditions apply exclusively to each transaction ("Contract") for the supply of Services by MATTHEW PARSONS to a Client ("the Client") (together "the Parties"). The Client warrants to MATTHEW PARSONS that it is entering into the Contract as principal and not as agent on behalf of any person, firm or company.
- 2.4 Hosting Services, as defined in the Schedule, will only be provided if agreed in writing by MATTHEW PARSONS and the Client, and duly paid for.

### 3 Services

- 3.1 The schedule for commencement and completion of the work shall be as agreed between the Parties. Time shall not be of the essence of the Contract nor any part thereof.
- 3.2 MATTHEW PARSONS may in its absolute discretion subcontract the performance of any of its obligations under this contract. The Contract may not be assigned by the Client.
- 3.3 Where MATTHEW PARSONS takes over support of, or is required to make amendments to, an already existing system or website, it shall be a fundamental condition of the provision of such services that MATTHEW PARSONS shall for the duration of the Term have exclusive access to the system code so that the system and/or website as the case may be shall be under MATTHEW PARSONS' control. The Client warrants that in providing such access no intellectual property rights of any third party shall be infringed, and the Client shall indemnify MATTHEW PARSONS in relation thereto in accordance with clause 5.2 hereof.
- 3.4 Where the Client asks MATTHEW PARSONS to undertake development and/or maintenance work on an existing system, developed other than by MATTHEW PARSONS, the Client acknowledges that best practice entails MATTHEW PARSONS undertaking a thorough evaluation of the existing code and system, and documenting the same before MATTHEW PARSONS undertakes any work on it, and that MATTHEW PARSONS is entitled to charge on a time and materials basis for such evaluation and documentation.

# Matthew Parsons

## Terms & Conditions of Trade

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- 3.5 In the circumstances envisaged under clause 3.4 above, where MATTHEW PARSONS does not undertake such evaluation and documentation, whether at the Client's request or otherwise, MATTHEW PARSONS shall not be liable whatsoever for any unforeseen consequences of its work on the system and/or code. MATTHEW PARSONS shall not in any event be liable (whether such evaluation and documentation has taken place or not) for any consequences that are not reasonably foreseeable, nor for any pre-existing bugs in the system/code at the point that MATTHEW PARSONS commences work. MATTHEW PARSONS reserve the right to amend any proposals or estimates as to time and/or costs of work to be undertaken as a result of unknown bugs or of unforeseen consequences of MATTHEW PARSONS' work on the system that will incur MATTHEW PARSONS in additional work.
- 3.6 All development is undertaken with then current industry browser technology in mind, but no warranty is give as to compatibility with any specific browsers unless specifically agreed. No warranty is given as to compatibility with any future evolutions of any browser technology, whether specified or not. MATTHEW PARSONS reserves the right not to support unofficially released or Beta versions of browser software (this includes nightly build and alpha versions).
- 3.7 MATTHEW PARSONS make all reasonable endeavours to ensure sites and systems are tested prior to release to the Client, unless otherwise agreed. However, it is the Client's responsibility to ensure full testing of the site and/or system and/or modifications thereto to their own satisfaction.
- 3.8 You are required to take steps to ensure your site complies with the Disability Discrimination Act and any related provisions. This may include taking into account accessibility to the site for the visually impaired. We will advise you how to achieve this from a technical perspective; however it is not our function to give legal advice and you must satisfy yourself as to the full nature and extent of your legal obligations regarding any work we undertake on your behalf. Any liability for failing to comply with the Act and any related provisions are yours alone.

## 4 Hosting Services

- 4.1 In accordance with Schedule 3, the Client acknowledges and accepts that MATTHEW PARSONS subcontracts the hosting services and that the hosting systems, servers and equipment may from time to time be inoperative or only partly operational as a consequence of mechanical breakdown, maintenance, hardware or software upgrades, telecommunication connectivity problems or other causes and that no liability attaches to MATTHEW PARSONS as a result thereof.
- 4.2 The Client agrees that any works, items, materials, or information of whatever nature produced or developed by MATTHEW PARSONS or under MATTHEW PARSONS' direction pursuant to or in the course of providing Hosting Services shall remain the sole and complete property of MATTHEW PARSONS, whether such property is tangible or is in the nature of intellectual property (including copyright and rights of confidential information).
- 4.3 All hosting services are provided for a minimum twelve-month rolling period and are payable in full in advance. If hosting is provided for a new site, hosting charges must be paid in full before the site is deployed to a live environment. The Client may terminate the hosting services contract and/or notify MATTHEW PARSONS of the Client's intention to move to an alternative host by giving not less than two months written notice to expire at the end of such a twelve-month period. Where the Client purports to terminate earlier than permitted by this clause fees for the full twelve-month period remain due and payable whether or not invoiced at the time.

# Matthew Parsons

## Terms & Conditions of Trade

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- 4.4 The Client acknowledges that the provision by MATTHEW PARSONS of hosting services entitles MATTHEW PARSONS to move its site between servers and/or third party hosting providers, as MATTHEW PARSONS shall see fit.
- 4.5 The Client acknowledges that unless it has contracted and paid for the provision of a dedicated host server, it shall only be entitled to reasonable and fair use of the facilities of the shared host server. If in MATTHEW PARSONS' sole opinion the Client exceeds such use, MATTHEW PARSONS shall be entitled to require the Client to move their site or system to another server (whether hosted by MATTHEW PARSONS or otherwise) and to charge accordingly. In such circumstances, MATTHEW PARSONS shall be under no obligation to maintain the Client's site and/or system on the new hosting environment.
- 4.6 If the system and/or website is hosted other than by or on behalf of MATTHEW PARSONS the Client acknowledges that MATTHEW PARSONS will not have control of the files and system environment and will not know if any code has been altered. Accordingly, if MATTHEW PARSONS is required to fix any issues that arise, or perform any work of whatever nature on the externally hosted systems, MATTHEW PARSONS will charge for such work on a time and materials basis.
- 4.7 MATTHEW PARSONS will not be responsible for the accuracy and functionality of the materials supplied by the Client either in the form in which it is provided by the Client or as modified upon accordance with the Client's instructions for inclusion on the website ("Client Content").
- 4.8 If MATTHEW PARSONS reasonably forms the view that the Client Content of any website may be pornographic, defamatory, misleading or deceptive, otherwise in breach of any third party's rights or in any way unlawful MATTHEW PARSONS may remove that content from the website.
- 4.9 MATTHEW PARSONS will provide 500-megabytes of disk space per Content Management System based website. Where this limit is exceeded, hosting is charged for at a cost for each additional 500-megabyte block required.
- 4.10 Monthly data transfer limits for each Content Management System based website are set at 25-megabytes per month. This can be increased upon request and will be subject to additional charges.
- 4.11 Where MATTHEW PARSONS provide email services to a Client, individual mailbox limits are set at 200-megabytes. This can be increased upon request and will be subject to additional charges.

## 5 The Client's Obligations

- 5.1 The Client shall afford MATTHEW PARSONS and its personnel such access to the site and records, information and other material of the Client as MATTHEW PARSONS may reasonably require to provide the Services. Further, the Client shall:
  - 5.1.1 make available appropriate personnel to liaise with MATTHEW PARSONS;
  - 5.1.2 make available such working space, facilities and accommodation as MATTHEW PARSONS and its personnel may reasonably require. Such working space, facilities and accommodation shall be at least comparable to those afforded by the Client to its own personnel or similar status.
- 5.2 The Client warrants that input material will not infringe the copyright or other intellectual property rights of any third party and the Client will indemnify and hold harmless MATTHEW PARSONS

# Matthew Parsons

## Terms & Conditions of Trade

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against any and all loss, damage, costs, expenses or other claims of whatever nature and howsoever arising from any such infringement.

### 6 Fees and Payment

- 6.1 The price of the Services is MATTHEW PARSONS' quoted price and is exclusive of insurance and disbursements. Proposals will be valid for 2 calendar months from issue although MATTHEW PARSONS reserves the right to change any Proposal including as to the Price if the Services are more complex than anticipated or instructions from the Client change. MATTHEW PARSONS is only bound by orders that it has accepted in writing. An accepted order can only be cancelled or varied with MATTHEW PARSONS' consent.
- 6.2 Unless MATTHEW PARSONS agrees otherwise, the Client will pay the Price, insurance and disbursements without deduction or set off (whether formally demanded or not) within 30 days (subject to the following) of receipt of an invoice. MATTHEW PARSONS reserves the right to render interim invoices as the Project progresses such invoices to be payable within 14 days and otherwise in accordance with this clause. If payment of any interim invoice is delayed or not made in full and without prejudice to MATTHEW PARSONS' other rights and remedies hereunder MATTHEW PARSONS reserves the right to suspend working on the Contract until payment is received in full.
- 6.3 If the Client fails to make any payment when it is due then, without affecting any of MATTHEW PARSONS' other rights or remedies, MATTHEW PARSONS is entitled to: cancel the Contract or suspend the performance of the Contract which may include at MATTHEW PARSONS' option taking down a site whether the subject site of the unpaid or partly paid invoice or otherwise; charge the Client interest at 5% a year above HALIFAX Bank's base rate at the time on all unpaid amounts; withdraw all credit facilities extended to the Client and require immediate payment of all outstanding invoices whether or not these are due for payment; and/or cancel and withdraw any trade or other discount allowed on the price.
- 6.4 All invoices by MATTHEW PARSONS to the Client will be in pounds Sterling.
- 6.5 A deposit for the project cost as set out in the proposal is payable before any development work is undertaken. Following commencement of work, invoices will be raised fortnightly for work undertaken at the agreed daily rate, up to and including 90% of the Price, and such invoices shall be payable as interim invoices under the terms of clause 6.2 above.
- 6.6 Sign Off:
- 6.6.1 When MATTHEW PARSONS believes it has completed the Services it will notify the Client accordingly, send the Client the final invoice (typically for ten per cent of the Price) and give the Client 30 days to assess the Services ("the Sign Off Period"). The Client must raise any issues it has in relation to the Services within the Sign Off Period as soon as reasonably possible.
- 6.6.2 Any issues raised by the Client under 6.6.1 shall:
- 6.6.2.1 be remedied by MATTHEW PARSONS at no additional charge within the Sign Off Period where possible to the extent that such issues are in MATTHEW PARSONS' sole opinion part of the Contract; and/or
- 6.6.2.2 where in MATTHEW PARSONS' sole opinion such issues fall outside the scope of the Contract (and the Client is specifically referred to clause 6 in this regard)
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# Matthew Parsons

## Terms & Conditions of Trade

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the raising of such issues shall not delay payment of the final invoice but shall constitute the subject matter of a separate contract between the parties to be charged and paid for at MATTHEW PARSONS' then prevailing rates and otherwise in accordance with these Conditions.

- 6.6.3 The Client shall not unreasonably withhold or delay either acceptance of the work or notification of any issues arising.
  - 6.6.4 If no issues are raised or such issues fall to be dealt with under 6.6.2.2 the Client shall be deemed to have accepted the Services and the final invoice shall become immediately due and payable on expiry of the Sign Off Period.
  - 6.6.5 Any issues raised under 6.6.2.1 that are concluded within the Sign Off Period shall not affect the expiry of such period or the Client's deemed acceptance of the Services at that time unless otherwise expressly agreed by MATTHEW PARSONS. If such issues are still being concluded at a time when the Sign Off Period would otherwise have expired MATTHEW PARSONS reserves the right to reconsider its decision to treat them as falling under 6.6.2.1 and at its option to treat them as falling to be dealt with under 6.6.2.2 thereafter. In such circumstances payment of the final invoice shall immediately become due and payable.
  - 6.6.6 Following payment in full of the final invoice and of any such further sums as may be due as a result of issues raised under 6.6.2.2 the site shall be put live.
- 6.7 Where the Client is populating its own site with content, MATTHEW PARSONS shall, without prejudice to the provisions of clause 6.6, be entitled to invoice all remaining development costs for the project (save only as to any specific deployment costs) at the point in time that the site is made available to the Client for population.
  - 6.8 All retainers are for a minimum two month rolling period but are invoiced and payable monthly in advance. Any retained hours unused by the Client at the expiry of each two-month period are lost and may not be carried forward to any subsequent period. The Client must give two months notice to terminate the retainer.
  - 6.9 If MATTHEW PARSONS shall be asked to supply any equipment or software to the Client the Client must pay that element of the Price in full with the order or purchase order as the case may be, and MATTHEW PARSONS shall be under no obligation to procure or supply any such item until payment therefore is received in full.
  - 6.10 Where MATTHEW PARSONS either buys or renews on behalf of a Client a domain name, an invoice for the price thereof shall be sent to the Client two months in advance of the expiry of the name. No purchase or renewal will be made until payment therefore is received in full and the Client expressly agrees and understands that any delay on its part in making such a payment may prejudice its chance to purchase or renew the name, and that MATTHEW PARSONS shall not be liable to the Client as a result thereof.
  - 6.11 Clients may choose to pay for services on a PAYG basis. In this case, in addition to the clauses outlined within this document, the clauses at Schedule 8 are applicable.

## **7 Additional costs**

- 7.1 The Client must, on request, pay any additional cost to MATTHEW PARSONS for supplying the Services caused by:

# Matthew Parsons

## Terms & Conditions of Trade

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- 7.1.1 any breach, default, delay or variation (in MATTHEW PARSONS' sole opinion) by the Client of its requirements or obligations under the Contract or these Conditions; any requirement by the Client that MATTHEW PARSONS provide its Services in a manner (including as to the order in which MATTHEW PARSONS implements the elements of the Contract) that is other than MATTHEW PARSONS' usual workflow arrangement; any factor beyond MATTHEW PARSONS' reasonable control;
  - 7.1.2 any change in the dates of the supply of the Services which the Client requires; or any delay caused by the Client's instructions or the Client's failure to give MATTHEW PARSONS adequate information or instructions when the order has been accepted or at any other time including in particular and without prejudice to the generality of the foregoing, any charges for the use of stock photographs or imagery.
- 7.2 Without prejudice to 7.1 MATTHEW PARSONS specifically reserves the right to amend the Price if the time spent on the contract as a whole or on any part thereof that was costed as a separate item or development stage in the Proposal exceeds by at least ten per cent the time either forecast to be spent or actually spent by MATTHEW PARSONS thereon.
- 7.3 Any amount due under this clause may be invoiced as an interim invoice due and payable within 14 days.

## 8 PAYG (pay-as-you-go)

- 8.1 Where the Client selects to pay for services on a PAYG basis the following clauses apply:
- 8.1.1 for Premium package Clients, the content in the MySQL database will be the Clients.
  - 8.1.2 for Standard package Clients, the content in the website will be the Clients.
  - 8.1.3 for Premium and Standard package Clients, copyright and ownership of the theme will remain with MATTHEW PARSONS.
  - 8.1.4 it is a requirement of the PAYG plans that MATTHEW PARSONS must host the website.
  - 8.1.5 if the Client wishes to use another hosting provider they can purchase the website from MATTHEW PARSONS for the advertised fee which will be notified to the Client in writing.
  - 8.1.6 a *set-up fee* by way of deposit is required prior to the commencement of work. The monthly payments will start one-month later.
  - 8.1.7 the website will be published and termed "go-live" on receipt of the first monthly payment.
  - 8.1.8 additional work to the website after go-live will be charged at the advertised hourly rate.
  - 8.1.9 the PAYG packages include; *theme design, development and modification* as appropriate but does not include *branding and extended graphical design work or Matthew Parsons programming*.
  - 8.1.10 the Client will need to supply logo graphics and content in the format requested by MATTHEW PARSONS.
  - 8.1.11 projects that require extensive design and development are deemed more suited to MATTHEW PARSONS's standard website design and build service and will therefore, not be appropriate for the PAYG payment scheme. In this case, MATTHEW PARSONS will inform the Client at the Proposal stage.
  - 8.1.12 all PAYG services are provided for an initial minimum twelve-month period. The Client may terminate the PAYG services contract and/or notify MATTHEW PARSONS of the

# Matthew Parsons

## Terms & Conditions of Trade

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Client's intention to move to an alternative host by giving not less than two months written notice to expire at the end of such a twelve-month period. Where the Client purports to terminate earlier than permitted by this clause, fees for the full twelve-month period remain due and payable whether or not invoiced at the time.

8.1.13 After the initial twelve-month period, the contract will continue on a rolling basis. In this instance, the Client may terminate the PAYG service by giving not less than three months written notice.

### **9 Ownership**

- 9.1 The parties acknowledge that the Contract does not have the effect of transferring the ownership of any intellectual property rights.
- 9.2 Any intellectual property owned by either party and required for the performance by the other party of its obligations under this Contract shall be licensed to that other party on a non-exclusive, royalty-free basis for the purpose of fulfilling that party's obligations under this Contract and for the Term but not further or otherwise.
- 9.3 Subject to Clause 9.1, the Client acknowledges and agrees that MATTHEW PARSONS will own all intellectual property in connection with MATTHEW PARSONS' materials and that all other intellectual property in materials produced or created by MATTHEW PARSONS or on its behalf or provided by MATTHEW PARSONS will remain permanently with MATTHEW PARSONS regardless of whether such material is in its original form or in a form modified for the Client's use.
- 9.4 Subject to the Client not being in breach of this Contract, MATTHEW PARSONS grants to the Client a non-exclusive royalty-free licence to use the materials for the Term.
- 9.5 The Client may not modify MATTHEW PARSONS' materials for any purpose without the prior written consent of MATTHEW PARSONS save only in relation to modification of software licensed to the Client by MATTHEW PARSONS to the extent that such modification cannot be precluded by Section 296A of the Copyright Designs and Patents Act 1988.
- 9.6 The Client will procure for MATTHEW PARSONS a licence on a non-exclusive, royalty-free basis, to use any existing intellectual property owned by a third party and required for the performance by MATTHEW PARSONS of its obligations under this Contract and for the period during which the use of those rights by MATTHEW PARSONS pursuant to this Contract is required.
- 9.7 MATTHEW PARSONS shall be entitled to include in the code of, and to display on, any site that it designs and/or develops a reference crediting MATTHEW PARSONS' involvement with the site's creation and maintenance (as appropriate) and where relevant this shall include a link to MATTHEW PARSONS' site.

### **10 Confidentiality**

- 10.1 Each party may use the confidential information of a disclosing party only for the purposes of this Contract and must keep confidential all confidential information of each disclosing party except to the extent (if any) the recipient of any confidential information is required by law to disclose the confidential information.
- 10.2 Either party may disclose confidential information of the other party to those of its employees and agents who have a need to know the confidential information for the purposes of this

# Matthew Parsons

## Terms & Conditions of Trade

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Contract but only if the employee or agent executes a confidentiality undertaking in a form approved by the other party.

- 10.3 All documents and other materials containing confidential information of either party will be returned to that party immediately upon completion of the Services.
- 10.4 The parties' obligations to keep information confidential will survive the termination of this Contract.
- 10.5 MATTHEW PARSONS reserves the right to include the Client's website in an online portfolio as part of their own branded websites.

## 11 Liability

- 11.1 MATTHEW PARSONS is not liable to the Client because of any representation (unless fraudulent), or any warranty (express or implied), condition or other term, or any duty at common law, or under the express terms of the Contract, for:

- 11.1.1 any loss of profit, business, contracts, opportunity, goodwill, revenues, anticipated savings, expenses, costs or similar loss; and/or

- 11.1.2 any indirect, special or consequential loss or damage (whether for loss of profit or otherwise); whether caused by the negligence, breach of contract, tort, breach of statutory duty of MATTHEW PARSONS, its employees or agents or otherwise arising out of or in connection with the Contract.

- 11.2 Any other liability of MATTHEW PARSONS to the Client in contract, tort, breach of statutory duty or otherwise arising out of or in connection with the Contract, is limited to the value of the contract.
- 11.3 MATTHEW PARSONS has no liability whatsoever under the warranty given in Condition 11.2 unless the price for the Services has been received by MATTHEW PARSONS in full.

## 12 Warranties

- 12.1 MATTHEW PARSONS warrants that the Services will be performed with reasonable skill and care. All other warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 12.2 MATTHEW PARSONS will have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any input material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.
- 12.3 Where any valid warranty claim is made in respect of any Services, MATTHEW PARSONS can choose either to re-perform the Services to the extent necessary to make good any defect free of charge or to grant credit to or refund to the Client the price (or a proportionate part of the price) at MATTHEW PARSONS' absolute discretion, but MATTHEW PARSONS will have no further liability to the Client under the warranty.
- 12.4 Any hardware, equipment or software sourced from a third party on your behalf is provided subject to the manufacturers or producer's own licence terms and warranty provisions, to which your attention is specifically drawn. MATTHEW PARSONS offers no direct warranty in respect of such items. In the event of such a warranty claim, MATTHEW PARSONS may at its

# Matthew Parsons

## Terms & Conditions of Trade

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discretion direct you to return the item direct to the manufacturer for repair or replacement, which shall be by the manufacturer at its option and in accordance with its terms.

### 13 Termination

13.1 MATTHEW PARSONS may terminate the Contract in the event that:

- 13.1.1 the Client fails to pay any amount to MATTHEW PARSONS due under this Contract and does not make that payment within 28 days after receiving notice requiring the Client to do so;
- 13.1.2 the Client fails to perform any of the obligations on its part to be observed or performed pursuant to this Contract and such failure is not remedied by the Client within 28 days after receipt by it of a notice in writing requiring the default to be remedied; or
- 13.1.3 the Client fails to perform any of the obligations on its part to be observed or performed pursuant to the on-line conduct policy and such failure is not remedied by the Client within 28 days after receipt by it of a notice in writing requiring the default to be remedied; or
- 13.1.4 any of the warranties or representations made by the Client contained in this Contract is in MATTHEW PARSONS' reasonable opinion false or inaccurate in any material way.

13.2 Either party shall be entitled to terminate this Contract forthwith by notice in writing to the other if the other party shall:

- 13.2.1 commit any material breach of any of its obligations under this Contract which (in the case of a breach capable of being remedied) shall not have been remedied within 28 days after receipt of a written request so to do;
- 13.2.2 pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect;
- 13.2.3 make any voluntary arrangement with its creditors or become subject to an administration order;
- 13.2.4 have a receiver or administrative receiver appointed;
- 13.2.5 cease or threaten to cease to carry on business.

### 14 Insolvency of Client

14.1 MATTHEW PARSONS may upon written notice to the Client end the Contract: if the Client is an individual and he dies; or he has a receiving order made against him, or commits an act of bankruptcy or makes any arrangement with his creditors; if the Client is a company if it calls a meeting of its creditors; or it goes into any liquidation; or it has a receiver appointed over any of its assets or has an administration order made against it; or it makes any arrangement with its creditors; or if MATTHEW PARSONS has reasonable grounds for suspecting that the Client is about to undergo any of the above events. In addition, any price or part of the price in respect of Services already performed will immediately become due and payable

### 15 Force Majeure

# Matthew Parsons

## Terms & Conditions of Trade

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15.1 MATTHEW PARSONS is not liable to the Client for any failure or delay in performance of its obligations under the Contract, which is beyond its reasonable control including any labour disputes between MATTHEW PARSONS and its employees.

### **16 Duration**

16.1 Each Contract for the Services is for the Term set out in MATTHEW PARSONS' Proposal (or as otherwise agreed in writing). If no period is provided for, then either party may terminate the Contract at any time by giving not less than one months' written notice to the other.

### **17 Non-solicitation**

17.1 The Client covenants not directly or indirectly to solicit or entice away from or offer employment to any of MATTHEW PARSONS' employees who were engaged on performing the Services or with whom the client had contact during the Term and for a period of one year after the completion of the Contract.

### **18 Notice**

18.1 Any notice required by this Contract to be given by either party to the other shall be in writing and shall be served personally or by sending it by pre-paid post to the address of the other party or to such other address as that party shall notify in writing to the other party as their address for service. Notices may not be served validly by facsimile or e-mail.

### **19 Waiver**

19.1 Any waiver by MATTHEW PARSONS of any breach of these Conditions or a Contract by the Client will not be treated as waiving any subsequent breach of the same or any other provision.

### **20 Entire Agreement**

20.1 These conditions and the documents referred to in them, set out the entire agreement between the Parties and supersedes any previous agreements between the Parties relating to the subject matter of these conditions. The Client acknowledges that in entering into these conditions, it has not relied on any representation, warranty, agreement or statement not set out in these conditions and that (in the absence of fraud) it will not have any right or remedy arising out of any such representation, warranty, agreement or statement and that its only remedy for breach of these conditions is for breach of contract under the terms of these conditions.

20.2 MATTHEW PARSONS reserves the right to amend these terms and conditions at any time without notice.

### **21 Law and Jurisdiction**

21.1 English law governs these conditions and each Contract and the Parties agree to the non-exclusive jurisdiction of the English Courts.