



BUSINESSES TERMS & CONDITIONS

Keyboard Knights is a trading name of Keyboard Knights Limited. Registered as a company in England and Wales no. 12433683. Registered office: Keyboard Knights Limited, 130 Old Street, London, EC1V 9BD.

Last updated: August 2020 | Version 1.0

WEBSITE TERMS & CONDITIONS

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Table of Contents

1. INTERPRETATION	3
2. BASIS OF CONTRACT	5
3. SUPPLY OF SERVICES	6
4. CUSTOMER'S OBLIGATIONS	7
5. CHARGES AND PAYMENT	8
6. INTELLECTUAL PROPERTY RIGHTS	9
7. DATA PROTECTION	9
8. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE	10
9. TERMINATION	11
10. CONSEQUENCES OF TERMINATION	12
11. GENERAL	12



WEBSITE TERMS & CONDITIONS

Last updated: August 2020 | Version 1.0



PLEASE READ THE TERMS OF THIS POLICY CAREFULLY BEFORE USING THE SITE.

1. INTERPRETATION

THE FOLLOWING DEFINITIONS AND RULES OF INTERPRETATION APPLY IN THESE CONDITIONS.

1.1 Definitions:

Advertisement: the online advertisement to be published on Keyboard Knight's website, in the agreed form, subject to these Conditions.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 5 (Charges and payment).

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 11.5.

Contract: the contract between Keyboard Knights Limited and the Customer for the supply of Services in accordance with these Conditions.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures: as defined in the Data Protection Legislation.

Customer: the personal contractor or business who purchases Services from Keyboard Knights Limited in accordance with these Conditions.

Customer Default: has the meaning set out in clause 4.2.

Data Controller: has the meaning set out in section 1(1) of the Data Protection Act 1998.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued

WEBSITE TERMS & CONDITIONS

Last updated: August 2020 | Version 1.0



by the relevant data protection or supervisory authority and applicable to a party.

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, 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.

Order: the Customer's order for Services as set out in the Online Order Form purchase order form, the Customer's written acceptance of a quotation by Keyboard Knights Limited, or overleaf, as the case may be.

Services: the online publication of the Advertisement by Keyboard Knights Limited in accordance with the Customer's instructions.

Supplier: KEYBOARD KNIGHTS LIMITED registered in England and Wales with company number 12433683.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

1.2 Interpretation:

(a) 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.

(b) 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.

(c) A reference to writing or written includes faxes.

WEBSITE TERMS & CONDITIONS

Last updated: August 2020 | Version 1.0



2. BASIS OF CONTRACT

2.1 These terms and conditions shall apply to all advertisements accepted for publication by Keyboard Knights Limited ("We") and represent the whole of the terms and conditions that govern the contract for the sale of the advertisement except insofar as shall be specifically agreed in writing by you, notwithstanding our use of a confirmation, purchase order or any other document containing other terms and conditions. We shall not be entitled to rely on any representation (save for fraudulent representations) or warranty, express or implied, which is not contained herein.

2.2 All advertisements are accepted subject to our approval of the copy and to the availability of advertising space. Reasonable efforts will be made to place an advertisement in the section apparently most relevant to you, but we shall reserve the right to make the final decision as to the position of the Advertisement without obtaining your approval thereto. Whilst we will consider your wishes we reserve the final decision concerning the format and wording of the Advertisement and shall not be required to obtain your approval.

2.3 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.4 The Order shall only be deemed to be accepted when we issue written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).

2.5 Any samples, drawings, descriptive matter or advertising issued by us, and any descriptions or illustrations contained in any catalogue or brochure, produced by us, 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 nor have any contractual force.

2.6 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 law, trade custom, practice or course of dealing.

2.7 Any quotation given by us shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.



3. SUPPLY OF SERVICES

3.1 We shall supply the Services to the Customer.

3.2 For the avoidance of doubt, we act as a directory and a facilitator of work and lead generation. Whilst we will assist in mediating on your behalf with any customers obtained via our Services, you will be obliged to contract with said customer directly concerning any works to be undertaken by you for the benefit of the customer.

3.3 Any liability to any customers obtained via our Services will be borne by you and we cannot accept any responsibility in respect thereof.

3.4 To ensure that only a reliable and well-respected clientele have access to our Services, we will ensure that all persons and businesses who advertise via our website have agreed to our service standards of honesty, integrity and value for money and that said clientele have obtained satisfactory insurance and that they hold the required credentials for their respective lines of business.

3.5 We shall use all reasonable endeavours to meet any performance dates specified by the Customer but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.6 We reserve 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 we shall notify the Customer in any such event.

3.7 We warrant to the Customer that the Services will be provided using reasonable care and skill.

3.8 Notwithstanding clause 3.4, we cannot accept liability for any errors in the Advertisement due to the acts, omissions or defaults of third parties or sub-contractors or inaccurate copy instructions or materials or other acts or defaults beyond its control. We shall not be liable for any errors in the advertisement unless any proof is returned in sufficient time (as we shall in our absolute discretion determine) for corrections to be made before the Advertisement is published.



4. CUSTOMER'S OBLIGATIONS

4.1 The Customer shall:

- (a) ensure that the terms of the Order are complete and accurate;
 - (b) co-operate with us in all matters relating to the Services;
 - (c) provide us with such information and materials as we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - (d) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - (e) comply with all applicable laws, including health and safety laws;
- and

4.2 If our performance of any of our 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):

- (a) without limiting or affecting any other right or remedy available to it, we 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 our performance of any of its obligations;
- (b) we shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from our failure or delay to perform any of its obligations as set out in this clause 4.2; and
- (c) the Customer shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default.



5. CHARGES AND PAYMENT

5.1 The Charges for the Services shall be fixed as follows:-

5.1.1 £50.00 per calendar month; or

5.1.2 £500.00 per annum;
such sums to be paid in advance.

5.2 Notwithstanding clause 5.1 we undertake to waive the Charges until such time we (in our complete discretion) consider it appropriate to do so and will confirm in writing to you our intention to seek payment.

5.3 The Charges set out at clause 5.1 shall become payable 14 days following the date on which you become notified of our intention to seek payment in accordance with clause 5.2.

5.4 In the event that the Customer fails to make payment in accordance with clause 5.1 following the expiry of the 14 day notice period referred to at clause 5.3 then we shall be entitled to withdraw all advertisements that have been published with immediate effect.

5.5 We reserve the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be the latest available figure for the percentage increase in the Retail Prices Index.

5.6 The Customer shall pay each invoice submitted by us:

(a) within 30 days of the date of the invoice; and

(b) in full and in cleared funds to a bank account nominated in writing by us, and time for payment shall be of the essence of the Contract.

5.7 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).

5.8 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).



6. INTELLECTUAL PROPERTY RIGHTS

6.1 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 us.

6.2 We grant to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract 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.

6.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted in Clause 6.2.

6.4 The Customer grants us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to us for the term of the Contract for the purpose of providing the Services to the Customer.

7. DATA PROTECTION

7.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this Clause 7, Applicable Laws means (for so long as and to the extent that they apply to the Supplier) 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 the UK Data Protection Legislation and any other law that applies in the UK.

7.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Supplier is the processor.

7.3 Without prejudice to the generality of Clause 7.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of the Contract.

7.4 The Customer does not consent to the Supplier appointing any third party processor of personal data under the Contract.



8. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

8.1 We have obtained insurance cover in respect of our own legal liability for individual claims. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

8.2 The restrictions on liability in this Clause 8 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

8.3 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

8.4 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

8.5 This Clause 8.5 sets out specific heads of excluded loss:

(a) Subject to Clause 8.2, the types of loss listed in Clause 8.5(b) are wholly excluded by the parties.

(b) The following types of loss are wholly excluded:

- (i) loss of profits
- (ii) loss of sales or business.
- (iii) loss of agreements or contracts.
- (iv) loss of anticipated savings.
- (v) loss of use or corruption of software, data or information.
- (vi) loss of or damage to goodwill; and
- (vii) Indirect or consequential loss.

8.6 Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier 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.

8.7 This Clause 8 shall survive termination of the Contract.

9. TERMINATION

9.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party one month's written notice.

9.2 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:

(a) 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 seven days of that party being notified in writing to do so;

(b) 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 business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(c) 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

(d) 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.

9.3 Without affecting any other right or remedy available to it, we 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; or

(a) there is a change of Control of the Customer.



9.4 Without affecting any other right or remedy available to it, we may suspend the supply of Services under the Contract or any other contract between the Customer and us 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 we reasonably believe that the Customer is about to become subject to any of them.

10. CONSEQUENCES OF TERMINATION

10.1 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

10.2 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

11. GENERAL

11.1 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.

11.2 Entire agreement.

(a) 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.

(b) 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.

(c) Nothing in this clause shall limit or exclude any liability for fraud.



11.3 Notices

(a) Any notice or other communication shall be deemed to have been received:

(i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

(ii) 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; or

(iii) if sent by fax, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 11.3(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

(b) 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.

11.4 Third party rights.

(a) 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.

(b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

11.5 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.

11.6 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.