

## Executive Innovation Insight

### Service Terms and Conditions

***Your attention is particularly drawn to the provisions of clause 14 (Limitation of liability) and clauses 8.4 and 10.2.***

#### 1. About us

- 1.1 **Company details.** DeltaHedron Limited (company number 10532817) (**we** and **us**) is a company registered in England and Wales. Our registered office and our main trading address is 31-38 Queen Street, Hull HU1 1UU, United Kingdom. We operate the website [www.deltahedron.co.uk](http://www.deltahedron.co.uk).
- 1.2 **Contacting us.** To contact us e-mail [info@deltahedron.co.uk](mailto:info@deltahedron.co.uk). How to give us formal notice of any matter under the Contract is set out in clause 18.2.

#### 2. Our contract with you

- 2.1 **Our contract.** These terms and conditions (**Terms**) apply to the supply of the 'Executive Innovation Insight' Service (the **Service**) by us to you (the **Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. See also clause 6 for the Provision of Additional Services.
- 2.2 The specification/description of the 'Executive Innovation Insight' Service is on our website at [www.deltahedron.co.uk](http://www.deltahedron.co.uk), which we may amend from time to time in accordance with clause 5.3.
- 2.3 **B2B Service.** The Service and these Terms are intended for business use only, not by consumers. You should not subscribe for our Service if you are acting outside the course of your business, trade or profession.
- 2.4 **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- 2.5 **Language.** These Terms and the Contract are made only in the English language.

- 2.6 **Your copy.** You should print a copy of these Terms or save them to your computer for future reference.

### 3. Subscription order and acceptance

- 3.1 **Placing your order.** In order to place an order, please send an email to [info@deltahedron.co.uk](mailto:info@deltahedron.co.uk) or an order form, clearly indicating your order number (if applicable). This constitutes an offer by you to buy the Service specified in the order (**Service**) throughout the applicable Subscription Term, subject to these Terms. In relation to the Subscription Term see clause 16 below. You are responsible for ensuring that your order is complete and accurate.
- 3.2 **Acknowledging receipt of your order.** After you place your order, you will receive an email from us acknowledging that we have received it, but please note that this does not necessarily mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.3.
- 3.3 **Accepting your order.** Our acceptance of your order takes place when we send an email to you to accept it (**Order Confirmation**), at which point and on which date (**Commencement Date**) the Contract between you and us will come into existence. The Contract will relate only to the Service confirmed in the Order Confirmation. The Order Confirmation will contain details of payment.
- 3.4 **If we cannot accept your order.** If we are unable to supply you with the Service for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Service, we will refund you the full amount.

### 4. Terminating your subscription order

- 4.1 You may terminate the Contract if you notify us as set out in clause 4.2. We require at least 30 days' notice for the termination of your subscription, and this cannot take effect before the end of the Initial Subscription Period (see clause 16 below).
- 4.2 To terminate the Contract, you need to give us notice in accordance with clause 16 and clause 18 below. You can notify us you are terminating by email to [info@deltahedron.co.uk](mailto:info@deltahedron.co.uk) or contact our Customer Service team by post at our trading address given in paragraph 1.1 above. If you are emailing us or writing to us, please include details of your order to help us to identify it. If you send us your cancellation notice by email or by post, then your termination is effective from the date you send us the email or post the letter to us.
- 4.3 We will email you to confirm we have received your termination. If you terminate the Contract, we will refund you in full for the price you have paid for the Service in advance (where relevant) by the method you used for payment, but we will deduct from any refund an amount for the supply of the Service for the period up to the date of termination of the Contract.

## 5. Our Service

- 5.1 **Descriptions and illustrations.** Any descriptions or illustrations on our site and promotional material (save for the specification/description of the 'Executive Innovation Insight' Service referred to in clause 2.2 above) are published for the sole purpose of giving an approximate idea of the Service described in them. They will not form part of the Contract or have any contractual force.
- 5.2 **Compliance with specification/description.** Subject to our right to amend the Service specification/description (see clause 5.3) we will supply the Service to you in accordance with the specification/description of the Service referred to in clause 2.2 above current at the date of your order in all material respects.
- 5.3 **Changes to Service specification/description.** We reserve the right to amend the specification/description of the Service referred to in clause 2.2 above if this is agreed between us, or if this is required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Service, and we will notify you in advance of any such event.
- 5.4 **Reasonable care and skill.** We warrant to you that the Service will be provided using reasonable care and skill.
- 5.5 **Time for performance.** We will use all reasonable endeavours to meet any performance dates specified in the Order Confirmation, but any such dates are estimates only and failure to perform the Service by such dates will not give you the right to terminate the Contract.

## 6. Provision of Additional Services

- 6.1 We may by express agreement in writing supply Additional Services to you (for example a range of consultancy Services) in addition to the Service.
- 6.2 If by agreement with you we provide any such Additional Services to you, such Additional Services shall be supplied subject to these Terms (including those terms relating to the provision of the Service) and such other terms and conditions as may be specified by us, and you shall pay Additional Service Charges in accordance with clause 11.2.
- 6.3 Whenever using our Service, you agree that all requests for Additional Service shall comply with any additional requirements we notify to you from time to time.

## 7. Your obligations

- 7.1 It is your responsibility to ensure that:
- (a) the terms of your instructions and information are complete and accurate;
  - (b) you co-operate with us in all matters relating to the Service;

- (c) you provide us with such information and materials we may reasonably require in order to supply the Service, and ensure that such information is complete and accurate in all material respects;
  - (d) you obtain and maintain all necessary access, licences, permissions and consents which may be required for the Service before the date on which the Service are to start; and
  - (e) you comply with all applicable laws, including copyright and health and safety laws.
- 7.2 If our ability to perform the Service is prevented or delayed by any failure by you to fulfil any obligation listed in clause 7.1 (**Your Default**):
- (a) we will be entitled to suspend performance of the Service until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Service, in each case to the extent Your Default prevents or delays performance of the Service. In certain circumstances Your Default may entitle us to terminate the contract under clause 16 (*Term and Termination*);
  - (b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Service; and
  - (c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

## 8. Access and use of the Platform

- 8.1 DeltaHedron will evaluate the electronic platform(s) it uses to deliver the Service to clients from time to time (**Platform**), and can change these at any time if it deems it necessary.
- 8.2 In cases where the Service is delivered via a third-party Platform, you acknowledge that the Platform is operated entirely independently and is outside our control, and accordingly:
- (a) You must, at your own cost, procure the appropriate user licence to access and use the Platform through which the Service is delivered from time to time; and
  - (b) the appropriate Platform user licence referred to in clause 8.2(a) will be between you and the Platform operator concerned, which will be subject to additional terms and conditions specified by the Platform operator or agreed between you and the Platform operator (**Platform User Conditions**). Please make sure that you have read those Platform User Conditions before your order for Service is placed in accordance with clause 3. This means that ultimately the Platform operator, not us, will be responsible for operation and availability of the Platform itself (and accordingly that outages or failures in the Platform shall be treated as Events Outside Our Control for the purposes of clause 17, and we will not provide support services to you).
- 8.3 In order to receive the benefit of the Service, you are responsible for all equipment (including computer hardware and software, telecommunications facilities and communications equipment) required to access the Platform.

- 8.4 You indemnify us and hold us harmless from and against all claims and all liabilities, costs, proceedings, damages and expenses (including legal and other professional fees and expenses) incurred as a result of or in connection with any breach or negligent performance or failure or delay in performance by you of the Platform User Conditions or the Contract. The provisions of this clause 8.4 shall survive termination of the Contract, however arising.

## 9. Third party providers

You acknowledge that the Service will enable or assist you to access the third party content from third parties via third-party websites over which we have no editorial control, and that you do so solely at your own risk. We make no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of any such third-party website or source, or any transactions completed, and any contract entered into by you with any such third party. Any contract entered into and any transaction completed via any third-party website is between you and the relevant third party, not with us. We recommend that you refer to the third party's website terms and conditions and privacy policy prior to accessing or using the relevant third-party website. We do not endorse or approve any third-party website nor the content of any of the third-party website made available via the Service (unless explicitly stated otherwise).

## 10. Intellectual property rights, Permitted Use and Indemnity

- 10.1 All intellectual property rights in or arising out of or in connection with the Service (other than intellectual property rights in the Platform itself, any materials provided by you or third-party content we make available or provide a reference for) will be owned by us. Copyright and other intellectual property rights in third party content made available to you via the Service will be owned by the relevant third party sources concerned.
- 10.2 You will normally have a right to use all material produced by us for you, provided your use is strictly limited to you reading the content on-screen, and that you do not copy or reproduce this (other than temporary 'cached' copies automatically made by your computer or device whilst browsing the content concerned) (**Permitted Use**). Any wider use by you of any content (including without limitation copying, sharing or storing such content) may require an appropriate user licence from the copyright owner of the material concerned, and accordingly you must, at your own cost, identify and procure the appropriate licence(s) for any use other than Permitted Use. Such user licence(s) will be made between you and the content owner (or collective rights holder) concerned, and will be subject to additional terms and conditions specified by the content owner (or collective rights holder) concerned. We will not be liable to you for any use of third party content except for Permitted Use, and you will indemnify us and hold us harmless (under clause 8.4) against any claims and all liabilities, costs, proceedings, damages and expenses (including legal and other professional fees and expenses) incurred by us as a result of or in connection with any such use.

## 11. Subscription Fees and Additional Service Charges

- 11.1 Subject to any special terms agreed, you agree to pay our Subscription Fees, any Additional Service Charges and any additional amounts which are due or agreed between us and you under the Contract, strictly in accordance with these Terms.
- 11.2 If we provide any Additional Service to you, unless otherwise agreed between us in writing, you shall pay us the relevant Additional Service Charges (in addition to our Subscription Fees) as agreed, or alternatively calculated on a time and materials basis, as follows:
- (a) Additional Service Charges shall be calculated in accordance with our standard hourly or daily fee rates, calculated on the basis of an eight-hour day during working days in the United Kingdom (during the hours 9.00am to 5.00pm); and
  - (b) we shall be entitled to charge you for any expenses reasonably incurred by the individuals whom we engage in connection with the Additional Service including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of Service provided by third parties and required by us for the performance of the Additional Service, and for the cost of any materials; as well as consumable materials.
- 11.3 All amounts payable by you are exclusive of VAT, which if included in our invoice is payable by you in addition at the rate applicable at the time of purchase.
- 11.4 Unless otherwise agreed by you and us in writing, you shall pay to us:
- (a) Subscription Fees monthly, unless agreed otherwise. We shall invoice you for these at any time after completion of the Contract and on each anniversary thereof; and
  - (b) Additional Service Charges monthly in arrears, and we shall invoice you on the last day of each month for our Additional Service Charges incurred in respect of all Additional Service provided during that month.
- 11.5 Each of our invoices is due and payable 30 days after the invoice date (and we shall be entitled upon written notice to you to deduct such amount by means of any direct debit set up from your designated bank account). Time for payment shall be of the essence.
- 11.6 Payment of all amounts due to us shall be made in Sterling (or such other currency agreed by us and you in writing) and shall be made without any set-off or other deduction.
- 11.7 If payment of any amounts due to us is not made by the due date, then we shall be entitled, without limiting any other rights we may have, to suspend the Service and/or (pursuant to clause 16.3(b)) terminate the Contract by notice to you, subject (in either case) to you failing to make payment within a further period of 30 days after being notified by us in writing of such late payment.
- 11.8 Without limiting any other rights we may have, if you fail to pay any amount payable by you under the Contract, we shall be entitled to charge you interest on the overdue amount, from the due date up to the date of actual payment, after as well as before judgment, at

the rate of 4% per annum above the base rate for the time being of Barclays UK plc. Such interest shall accrue on a daily basis and be compounded quarterly. We reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

11.9 All Subscription Fees are fixed for the Initial Subscription Period referred to in clause 16. At the end of that period and annually thereafter, the Subscription Fees may be adjusted by us at our discretion upon notice to you.

## 12. Complaints

If a problem arises or you are dissatisfied with the Service, please contact us as soon as possible so that we can address the problem.

## 13. How we may use your personal information

13.1 We will use any personal information you provide to us to:

- (a) provide the Service;
- (b) process your payment for the Service; and
- (c) inform you about similar Service that we provide, but you may stop receiving these at any time by contacting us.

13.2 Further details of how we will process personal information are set out in our Privacy Policy.

## 14. Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

14.1 Nothing in the Contract limits or excludes our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Service Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

14.2 Subject to clause 14.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;

- (f) loss of or damage to goodwill; and
- (g) any indirect or consequential loss.

14.3 Subject to clause 14.1, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to 200% of the total Subscription Fees, Additional Service Charges and other amounts paid under the Contract.

14.4 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Service. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, including without limitation the terms implied by sections 3 to 5 of the Supply of Goods and Service Act 1982, by common law or otherwise are, to the fullest extent permitted by law, excluded from the Contract.

14.5 This clause 14 will survive termination of the Contract.

## 15. Confidentiality

15.1 We each undertake that we will not at any time during or after termination of the Contract, disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 15.2.

15.2 We each may disclose the other's confidential information:

- (a) to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 15; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

## 16. Term and Termination

16.1 A Subscription may entail one issue or multiple issues.

16.2 The Service will begin on the Service Commencement Date specified at the time of your order. In the case of multiple issues, it shall (subject to earlier termination pursuant to this clause 16) continue in force for an agreed initial period (the **Initial Subscription Period**) and thereafter until terminated when the agreed number of issues have been delivered (if applicable), or either you or us giving not less than 30 days' prior notice to the other (such notice not to expire before the end of the Initial Subscription Period). The total period of during which the Service are provided is referred to as the **Subscription Term**.



- 16.3 Without limiting any of our other rights, we may suspend the performance of the Service, or terminate the Contract with immediate effect by giving written notice to you if:
- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 14 days of you being notified in writing to do so;
  - (b) you fail to pay any amount due under the Contract on the due date for payment;
  - (c) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your 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 your 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;
  - (d) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
  - (e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.
- 16.4 Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.
- 16.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

## 17. Events outside our control

- 17.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).
- 17.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
- (a) we will contact you as soon as reasonably possible to notify you; and
  - (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Service with you after the Event Outside Our Control is over.
- 17.3 You may terminate the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To terminate, please contact us. If you opt to terminate we will refund the price you have paid, less the charges reasonably and actually incurred us by in performing the Service up to the date of the occurrence of the Event Outside Our Control.

## 18. Communications between us

- 18.1 When we refer to "in writing" in these Terms, this includes email.
- 18.2 Any notice or other communication given by either of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service (in each case to our main trading address stated in clause 1.1), or by email.
- 18.3 A notice or other communication is deemed to have been received:
- (a) if delivered personally, on signature of a delivery receipt;
  - (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 on the second working day after posting; or
  - (c) if sent by email, at 9.00 am the next working day after transmission.
- 18.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
- 18.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

## 19. General

### 19.1 Assignment and transfer

- (a) We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you in writing or by posting on this webpage if this happens.
- (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

19.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

19.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

19.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

19.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

19.6 **Governing law and jurisdiction.** The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.

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