

TERMS AND CONDITIONS OF BUSINESS OF ERROR LTD

1 DEFINITIONS

The following expressions shall have the following meanings:

- 1.1 "Consultant" means Error Ltd of 86-90 Paul Street, London EC2A 4NE;
- 1.2 "Client" means any person who purchases Services from the Consultant;
- 1.3 "Proposal" means a quotation or other similar document describing the Services;
- 1.4 "Services" means the consultancy services as described in the Proposal;
- 1.5 "Terms and Conditions" means the terms and conditions of supply of Services as set out in this document and any subsequent terms and conditions agreed in writing by the Consultant;
- 1.6 "Agreement" means the contract between the Consultant and the Client for the provision of the Services incorporating these Terms and Conditions;
- 1.7 "Intellectual Property Rights" means any patent, trademark, service mark, registered design, copyright, design right, right to extract or exploit information from a database, database rights, know-how, confidential information or process, any application for any of the above, and any other Intellectual Property Right recognised in any part of the world whether or not presently existing or applied for;
- 1.8 "Arbitrator" is the party nominated to resolve a dispute between the Consultant and the Client.
- 1.9 "Project Plan" or "Timeline" is a document collaboratively produced and agreed to by the Consultant the Client during the delivery of the Services, which will identify key dates and project milestones.
- 1.10 "Discovery phase" or "Consultancy phase" is the period at the beginning of the provision of the Services during which the Client and Consultant will work together to identify the detailed requirements for successful delivery of the Services

2 GENERAL

- 2.1 These Terms and Conditions shall apply to the Agreement for the supply of Services by the Consultant to the Client and shall supersede any other documentation or communication between parties.
- 2.2 The Consultant must agree any variation to these Terms and Conditions, in writing.
- 2.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Consultant may be entitled in relation to the Services, by virtue of any statute, law or regulation.
- 2.4 Any subsequent Agreement between the Consultant and the Client will be on the basis of these Terms and Conditions, unless explicitly specified to the contrary

3 PROPOSAL

- 3.1 The Proposal for Services is attached to these Terms and Conditions.
- 3.2 The Proposal for Services shall remain valid for a period of 60 days.
- 3.3 The Client must accept the Proposal in its entirety.
- 3.4 The Agreement between the Consultant and the Client, incorporating these Terms and Conditions, shall only come into force when the Consultant confirms acceptance in writing to the Client.

4 SERVICES AND DELIVERY

- 4.1 The Services are as described in the Proposal
- 4.2 The Consultant must agree to any changes to the Services, in writing
- 4.3 The Services shall commence on 26/09/2017 and continue until 31/01/2019 unless terminated according to terms of this Agreement, or extended by mutual consent.



- 4.4 The Services shall be carried out at the place of work of the Consultant or the Client or any other location that the Consultant deems appropriate.
- 4.5 The Consultant shall provide technical support, subject to any Service Level Agreement (SLA) identified in the Proposal, by phone or by e-mail during the hours of 8am-6pm Monday-Friday, excluding public holidays. If an issue occurs outside these hours the client may e-mail the Consultant or leave a telephone message on the office number 0151 558 0123. The Consultant will endeavour to respond to the client by the start of the next business day.
- 4.6 Dates given for the delivery of Services are estimates only and not guaranteed. Time for delivery shall not be of the essence of the Agreement and the Consultant shall not be held liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery.

5 PRICE AND PAYMENT

- 5.1 The price for Services is as specified in the Proposal and is exclusive of any other charges as outlined in the Proposal.
- 5.2 The terms for payment are as specified in the Proposal.
- 5.3 All direct costs and expenses which have been agreed, in writing, in advance by the Client, and which have been incurred by the Consultant in connection with the provision of the Services, will be re-charged at cost or according to standard charges as described in the Proposal and are payable by the Client on production of the appropriate receipts.
- 5.4 The Client must settle all payments for Services within 15 days from the invoice date.
- 5.5 The Client will pay interest on all late payments at a rate of 5% per annum above the base lending rate of HSBC.
- 5.6 The Consultant is also entitled to recover all reasonable expenses incurred in obtaining payment from the Client where any payment due to the Consultant is late.
- 5.7 The Client is not entitled to withhold any monies due to the Consultant, except for the final milestone payment in the event that the Consultant does not deliver the Services to a staging site for signoff by 15-February 2019
- 5.8 The Consultant is entitled to vary the price to take account of:
- 5.8.1 any additional Services requested by the Client which were not included in the original Proposal;
- 5.8.2 any additional work which emerged during the Discovery Process and were agreed to by both the Client and Consultant, in writing

and any variation must be intimated to the Client in writing by the Consultant before the additional costs are incurred.

- 5.9 The Consultant shall be responsible for the payment of any Income Tax, VAT or other liabilities arising out of remuneration for providing the Services.

6 CLIENT OBLIGATIONS

- 6.1 The Client agrees to cooperate with the Consultant and shall provide any support, information and facilities to the Consultant as may be required.
- 6.2 The Client is responsible for obtaining all necessary permits or approvals to enable to Consultant to provide the Services.
- 6.3 The Client shall ensure that any areas to be photographed are in a suitable and presentable condition.
- 6.4 The Client shall make any necessary corrections and subsequently approve all proofs and drafts supplied by the Consultant.
- 6.5 The Client shall test the functionality of, and subsequently approve, any technical deliverable provided part of the Services, in the timeframe agreed in the Project Plan
- 6.6 The Client shall take all reasonable steps to deliver communications to the Consultant in a structured coherent manner. Where a named individual is responsible for the Services on behalf of the Client, they will send communications to the Consultant.



Error Ltd

86-90 Paul Street, London EC2A 4NE

Tel: 020 3637 5060. Email: ed@errorstudio.co.uk

- 6.7 The Client warrants that the display of and distribution of virtual images, of which they are responsible, via the internet or email, complies with all relevant legislation (including the Data Protection Act 1998 and the Property Misdescriptions Act 1991).
- 6.8 The Client agrees to refrain from directly or indirectly recruiting any person employed or engaged by the Consultant for the purpose of providing the Services for a period of six months following completion of the Services.
- 6.9 The Client undertakes to satisfy themselves with the quality of the Services after the launch date agreed in the Project Plan, and before 30 days has elapsed.

7 CONSULTANT OBLIGATIONS

- 7.1 The Consultant shall supply the Services as specified in the Proposal.
- 7.2 The Consultant shall perform the Services with reasonable skill and care and to a reasonable standard and in accordance with recognised codes of practice.
- 7.3 The Consultant shall take all reasonable steps to avoid mistakes when providing the Services but shall incur no liability should errors be found after the Client has approved the proofs.
- 7.4 The Consultant shall have the authority to delegate any obligations to other employees or subcontractors but undertakes to notify the Client of any significant changes to personnel.
- 7.5 The Consultant cannot guarantee that any search engine will index or list any web pages or sites submitted by the Consultant. However, the Consultant will use best professional skills and experience to ensure that a site is optimised to increase the speed with which it appears on the search engines' databases.
- 7.6 The Consultant shall undertake to keep the Client informed of the status of ongoing Services, generally in the form of weekly conference calls and monthly meetings.
- 7.7 The Consultant shall undertake to provide technical support for the Services for a period of 30 days after the launch date agreed in the Project Plan

8 CONFIDENTIALITY

- 8.1 The Consultant shall keep secret and confidential all information relating to the business or affairs of the Client, the Client's subsidiaries and the Client's customers.
- 8.2 The Consultant shall ensure that any parties to whom work has been delegated will sign an appropriate secrecy undertaking, if requested by the Client.
- 8.3 The Consultant may promote their work on the Services, using social media, PR, and other advertising media, subject to 8.1 and 8.2

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 The Consultant shall take all reasonable steps to ensure that they, or others to whom work has been delegated, refrain from causing damage to the Intellectual Property Rights belonging to the Client.
- 9.2 The Client shall not distribute any Intellectual Property Rights belonging to the Consultant to any third party without the written consent of the Consultant.
- 9.3 Any Intellectual Property Rights created as a result of the Services, subject to 9.4, shall belong to the Client unless provisions have been made to the contrary in the Proposal.
- 9.4 Where the Consultant has used tools, techniques or technologies that are released under an open-source licence (including, but not limited to, the GNU GPL, Apache or MIT licences), including those released by the Consultant during the development of these Services, the Intellectual Property Rights shall remain with the creator.
- 9.5 The Client warrants that any material belonging to the Client and its use by the Consultant for the purpose of providing the Services will not infringe the copyright or other rights of any third party, and the Client shall indemnify the Consultant against any loss, damages, costs, expenses or other claims arising from any such infringement.



Error Ltd

86-90 Paul Street, London EC2A 4NE

Tel: 020 3637 5060. Email: ed@errorstudio.co.uk

10 PROPERTY AND RISK

- 10.1 Risk in any property or materials used to provide the Services shall pass from the Consultant to the Client when the property or materials leave the premises of the Consultant or on delivery if the Consultant is transporting the items.
- 10.2 Adequate insurance should be held by both parties to protect any property or materials that are within their care.

11 TERMINATION

- 11.1 The Agreement shall continue until the Services have been provided in terms of the Proposal or any subsequent date as mutually agreed in writing by both parties or until terminated by either party in accordance with these Terms and Conditions.
- 11.2 The Client may terminate the Agreement if the Consultant fails to comply with any aspect of these Terms and Conditions and this failure continues for a period of 4 weeks after notification of non-compliance is given.
- 11.3 The Consultant may terminate the Agreement if the Client has failed to make over any payment due within 4 weeks of the sum being requested.
- 11.4 Either party may terminate the Agreement by notice in writing to the other if:
- 11.4.1 the other party commits a material breach of these Terms and Conditions and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so;
 - 11.4.2 the other party commits a material breach of these Terms and Conditions which cannot be remedied under any circumstances;
 - 11.4.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
 - 11.4.4 the other party ceases to carry on its business or substantially the whole of its business;
 - 11.4.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
 - 11.4.6 4 weeks' notice has been given to the other party, for any other reason
- 11.5 In the event of termination the Client must make over to the Consultant any payment for work done and expenses incurred up to the date of termination.
- 11.6 Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of the Agreement as at the date of termination.

12 ARBITRATION

- 12.1 If any dispute arises in connection with this agreement, a director or other senior representatives of the parties with authority to settle the dispute will, within 14 working days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.
- 12.2 If the dispute is not wholly resolved at that meeting, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 14 working days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing ('ADR Notice') to the other party to the dispute, referring the dispute to mediation. A copy of the referral should be sent to CEDR.
- 12.3 If there is any point on the logistical arrangements of the mediation, other than the nomination of the mediator, upon which the parties cannot agree within 14 working days from the date of the ADR Notice, where appropriate, in conjunction with the mediator, CEDR will be requested to decide that point for the parties having consulted with them.
- 12.4 Unless otherwise agreed, the mediation will start not later than 28 working days after the date of the ADR Notice.
- 12.5 No party may commence any court proceedings/arbitration in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has



Error Ltd

86-90 Paul Street, London EC2A 4NE

Tel: 020 3637 5060. Email: ed@errorstudio.co.uk

terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay

- 12.6 During the period of mediation both parties must continue with their obligations as stated in this Agreement..

13 WARRANTY

- 13.1 Both parties warrant their authority to enter into this Agreement and have obtained all necessary approvals to do so.

14 LIMITATION OF LIABILITY

- 14.1 The Consultant shall not be liable under any circumstances to the Client or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Client howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
- 14.2 Nothing in these Terms and Conditions shall exclude or limit the liability of the Consultant for death or personal injury, however the Consultant shall not be liable for any direct loss or damage suffered by the Client howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the sum insured under the professional indemnity insurance policy held by the Consultant in the insurance year in which the Clients claim is first notified.

15 INDEMNITY

- 15.1 The Client shall indemnify the Consultant against all claims, costs and expenses, up to the invoiced value of the Services, which the Consultant may incur and which arise directly or indirectly from the Client's breach of any of its obligations under these Terms and Conditions.
- 15.2 The Consultant shall indemnify the Client against all claims, costs and expenses, up to the invoiced value of the Services, which the Client may incur and which arise directly or indirectly from the Consultant's breach of any of its obligations under these Terms and Conditions.

16 FORCE MAJEURE

- 16.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

17 ASSIGNMENT

- 17.1 The Client shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Consultant.

18 RELATIONSHIP OF PARTIES

- 18.1 Nothing in the Agreement shall be construed as establishing or implying a partnership or joint venture between the parties or suggest that either of the parties are agent for the other.

19 THIRD PARTY RIGHTS

- 19.1 Nothing in these Terms and Conditions intend to or confer any rights on a third party.

20 SEVERANCE

- 20.1 If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for reason by any court of competent jurisdiction such provision shall be severed and the remainder of provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.



Error Ltd

86-90 Paul Street, London EC2A 4NE

Tel: 020 3637 5060. Email: ed@errorstudio.co.uk

21 WAIVER

- 21.1 The failure by either party to enforce at any time or for any period any one or more of the Terms Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions.

22 NOTICES

- 22.1 Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Proposal or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt an error free transmission report, if given by letter shall be deemed to have been served at the time which the letter was delivered personally or if sent by post shall be deemed to have been delivered in ordinary course of post.

23 ENTIRE AGREEMENT

- 23.1 These Terms and Conditions supersede any previous agreements, arrangements, documents or other undertakings either written or oral.

24 GOVERNING LAW

- 24.1 These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.



Error Ltd

86-90 Paul Street, London EC2A 4NE

Tel: 020 3637 5060. Email: ed@errorstudio.co.uk

PROPOSAL

NAME OF CONSULTANT:

Error Ltd

BUSINESS ADDRESS OF CONSULTANT:

86-90 Paul Street, London EC2A 4NE

REGISTERED COMPANY ADDRESS OF CONSULTANT:

Jubilee House, East Beach, Lytham St Annes, England, FY8 5FT

NAME OF CLIENT:

The Stage Media Company Ltd

ADDRESS OF CLIENT:

Stage House
47 Bermondsey Street
London
SE1 3XT

DESCRIPTION OF SERVICES TO BE SUPPLIED:

- Design and development of a website to provide tools and opportunities for young people to get into the performing arts sector as a career, inter alia:
 - Discovery process including a kick-off workshop to review requirements, build personas and examine information architecture
 - Adoption of the brand and initial design ideas produced by Cog
 - Design and development of the application, to include:
 - Multiple routes to useful content
 - Interactive 'wizard' to guide users
 - User-generated job listings and funding opportunities, with opportunity for upselling to a paid package
 - Online payment for enhanced listings and funding opportunities, using Stripe as the payment integration
 - Administrative interface for managing user-generated content and other site functions to be agreed in the consultancy process
 - Integration with the Consultant's hosted WordPress platform, Rooftop CMS
- All code produced for the Services will be shared with the Client's development team through a shared Git repository
- The Client will be responsible for production of content for the site
- The Services will be delivered on a staging server provided by the Consultant until the point of sign-off of the functionality, at which point the Client's development team will be responsible for the launch and continued operation of the delivered Services. For the avoidance of doubt, the Consultant will not be responsible to hosting or managing the Services after development.

The site will be tested against Internet Explorer versions 11 and Edge, the latest versions of Apple Safari, Google Chrome and Mozilla Firefox, and recent mobile browsers on iOS and Android at the point of testing.

The Project Plan will be agreed during the consultancy phase. Indicatively, the project will launch in late January 2019. The Consultant agrees to a long-stop date of 15 February for delivery of Services to the client, after which time the Client can terminate the agreement under the terms of section 11

THE PRICE:



Error Ltd

86-90 Paul Street, London EC2A 4NE

Tel: 020 3637 5060. Email: ed@errorstudio.co.uk

The price for the development will be £29,500 plus 20% VAT (£35,400 inc. VAT), subject to alteration under the terms of section 5.8.

Any ad-hoc work outside the terms of this Agreement will be £750 + VAT (£900 inc VAT @ 20%) per day, billable in arrears, in whole-day increments. This includes, but is not limited to, support for hosting and ongoing operation of the Services.

PAYMENT TERMS:

The payment milestones will be as follows:

- Milestone at the start of this agreement: £7,866.66 + VAT (£9,439.99 inc VAT @ 20%)
- Milestone on agreement of the design direction for key pages / templates: £7,866.67 + VAT (£9,440.00 inc VAT @ 20%)
- Milestone at delivery of a functional prototype application: £7,866.67 + VAT (£9,440.00 inc VAT @ 20%)
- Milestone on signoff (on a staging site) of the functionality for launch: £5,900 + VAT (£7,080 inc VAT @ 20%)
- Rooftop CMS account: \$99 USD inc VAT (or a sterling equivalent at an agreed rate, reviewable annually), payable in advance.

Should a long-stop date of 15 February 2019 be reached without the Services being delivered on a staging site for signoff, the Client shall be entitled to withhold the final milestone payment of £5,900 + VAT and this agreement will be considered to be terminated.

Invoice terms will be 15 days from receipt, payable by electronic transfer to a nominated account.



Error Ltd

86-90 Paul Street, London EC2A 4NE

Tel: 020 3637 5060. Email: ed@errorstudio.co.uk

TERMS & CONDITIONS ACCEPTANCE

ON BEHALF OF THE CONSULTANT:

Error Ltd

86-90 Paul Street,

London

EC2A 4NE



SIGNATURE

Ed Jones

PRINT NAME

Director

POSITION

October 5, 2018

DATE

ON BEHALF OF THE CLIENT:

The Stage Media Company Ltd

Stage House
47 Bermondsey Street
London
SE1 3XT

SIGNATURE

PRINT NAME

POSITION

DATE



Error Ltd

86-90 Paul Street, London EC2A 4NE

Tel: 020 3637 5060. Email: ed@errorstudio.co.uk