

INNERMEDIA

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25

YEARS · 2001–2026

# MASTER TERMS AND CONDITIONS

TERMS, CONDITIONS & POLICIES

VERSION 4.0 · MAY 2026

INNER MEDIA LIMITED · COMPANY NO. 04818830

SOPERS HOUSE, SOPERS RD, CUFFLEY, POTTERS BAR EN6 4RY

01707 875 721 · INNERMEDIA.CO.UK

## 1. INTERPRETATION

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1.1 The following definitions apply throughout these Standard Terms and Conditions and all Schedules:

TERM	DEFINITION
Agreement	These Standard Terms and Conditions together with the Quotation, all applicable Schedules, the Project Plan, and any written amendments signed by both parties. The documents listed in clause 1.3 are incorporated into and form part of this Agreement.
Business Day	Any day other than Saturday, Sunday or a public holiday in England when banks in London are open for business.
Charges	The fees and charges set out in the relevant Schedule and Project Plan, together with any additional charges arising under this Agreement.
Client	The entity or person named as the Client in the relevant Schedule.
Client Data / Materials	All information, data, content, images, documents, and materials provided by the Client to the Supplier for use in connection with the Services.
Confidential Information	All technical or commercial information disclosed by either party, whether in writing, digitally, orally or by inspection, that is identified as confidential or that ought reasonably to be considered confidential.
Data Protection Laws	The UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any successor legislation.
Effective Date	The date stated as the Effective Date in the relevant Schedule.
Force Majeure Event	Any event beyond a party's reasonable control including industrial disputes affecting third parties, governmental action, fire, flood, pandemic, civil riot or war.
Go Live Date	The date on which the Services or deliverable is formally accepted and made live or operational.
Initial Term	Twelve (12) calendar months from the Go Live Date.

TERM	DEFINITION
Intellectual Property Rights (IPR)	Patents, utility models, copyright and related rights, trademarks, service marks, business and domain names, design rights, database rights, know-how, trade secrets, and all other intellectual property rights, whether registered or unregistered, worldwide.
Personal Data	Has the meaning given in the Data Protection Laws.
Quotation	The written quotation issued by the Supplier to the Client setting out the scope of Services, applicable Charges, and any project-specific terms. The Quotation forms part of this Agreement. Where there is any inconsistency between the Quotation and these Terms or the Schedules, these Terms and the Schedules shall prevail.
Schedule	A schedule appended to this Agreement and incorporated into it by reference. The Schedules forming part of this Agreement are listed in clause 1.3.
Services	The IT, website, design, marketing, AI and ancillary services described in the relevant Schedule and Project Plan.
Supplier	Inner Media Limited, registered in England and Wales (Company No. 04818830), Enterprise Centre, Cranborne Road, Potters Bar, Hertfordshire EN6 3DQ.

1.2 Clause headings do not affect interpretation. References to ‘including’ mean ‘including without limitation’. If there is inconsistency between a Schedule and these Terms, the Schedule shall prevail.

1.3 The following documents are incorporated into and form part of this Agreement. By signing this document the Client confirms it has read, understood and agrees to be bound by all of them. Only this Master Terms & Conditions document requires signature — all Schedules and Policies below take immediate effect upon signature of this document.

- Schedule A — Website Project Terms (governs all website design, development and hosting services)
- Schedule B — Project Plan (sets out project milestones, timings, client dependencies and the project hold provisions)
- Schedule C — Service Level Agreement (SLA) (sets out hosting uptime commitments, support response times and escalation procedures)
- Schedule D — AI Product Terms (governs all AI-powered products and services)
- Data Processing Agreement (DPA) (governs the processing of personal data by InnerMedia on behalf of the Client under UK GDPR Article 28)

- Privacy Policy (explains how InnerMedia collects, uses, stores and protects personal data; published at [innermedia.co.uk/privacy](https://innermedia.co.uk/privacy))
- AI & Data Transparency Statement (explains how InnerMedia's AI products operate, what data they use, and the safeguards in place including the prohibition on using client data for AI model training)

1.4 Not all Schedules will apply to every client. The applicable Schedules are those corresponding to the Services described in the Quotation. Schedules that do not apply to the Services in the Quotation are attached for information and do not create obligations unless Services are subsequently added by written agreement.

## 2. THE SERVICES

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2.1 In consideration of the Charges, the Supplier shall provide the Services in accordance with the applicable Schedule and Project Plan.

2.2 The Supplier shall use reasonable skill and care in delivering the Services. Where the Supplier uses sub-contractors, it remains responsible for their performance.

2.3 Any deliverable described in a Client Questionnaire or brief is aspirational only; the binding scope is as set out in the Project Plan.

2.4 The Supplier may make minor modifications to its standard services or processes without notice, provided they do not materially diminish the quality or functionality of the Services.

## 3. CLIENT RESPONSIBILITIES

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3.1 The Client acknowledges that the Supplier's ability to deliver the Services depends on the full and timely co-operation of the Client, including:

- Providing accurate, complete and legally compliant Client Data and Materials;
- Appointing a named contact with appropriate authority to make decisions;
- Responding to requests for approvals, feedback, or sign-off within the timescales set out in the Project Plan;
- Providing access to systems, premises or data as reasonably required;
- Ensuring that any third-party providers (e.g. domain registrars, existing hosting providers) co-operate with the Supplier.

3.2 Where the Client's failure to meet its responsibilities causes delay or additional cost, the Supplier may:

- Adjust the Project Plan timetable accordingly;
- Invoke the Project Hold provisions set out in Schedule A (where applicable); and/or

- Charge for additional time at the Supplier's then-current day rate.

## 4. MANAGEMENT

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4.1 Each party shall appoint a named account manager with the authority to make day-to-day decisions and act as the primary point of contact.

4.2 Either party may change its account manager by giving written notice to the other.

## 5. CHARGES AND PAYMENT

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5.1 All Charges are as set out in the relevant Schedule and Project Plan. All amounts are exclusive of VAT, which will be charged at the applicable rate.

5.2 The Supplier shall issue VAT invoices in accordance with the payment schedule in the Project Plan, or monthly in advance for ongoing services.

5.3 The Client shall pay each invoice in full and in cleared funds within thirty (30) days of the invoice date.

5.4 The Supplier reserves the right to increase Charges for ongoing services on giving not less than ninety (30) days' written notice, provided that any increase shall not exceed eight per cent (8%);

5.5 If the Client fails to pay any undisputed sum by the due date, the Supplier may:

- Charge interest at 4% per annum above the Bank of England base rate, accruing daily from the due date;
- Suspend the Services on giving three (3) Business Days' written notice to the Client's Director of Finance (or equivalent); and/or
- Withhold delivery of any further work until all outstanding sums are paid.

5.6 All sums are payable without set-off, counterclaim, deduction or withholding (except tax required by law).

5.7 All payments become due immediately on termination of this Agreement, notwithstanding any other provision.

## 6. CHANGE CONTROL

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6.1 Any change to the scope of Services must be agreed in writing by both parties before work commences. The Supplier will issue a written Change Request confirming any additional Charges and timeline impact.

6.2 The Supplier may update these Standard Terms and Conditions to reflect changes in applicable law on giving written notice to the Client.

## 7. WARRANTIES

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7.1 Each party warrants that it has full authority to enter into this Agreement.

7.2 The Supplier warrants that it will perform the Services with reasonable care and skill.

7.3 The Supplier warrants that any deliverable will be free of material defects and viruses upon handover.

7.4 If the Supplier breaches clause 7.2 or 7.3, the Client must give written notice within thirty (30) days of discovery. The Supplier shall then be given a reasonable opportunity to investigate and, where appropriate, re-perform the relevant part of the Services at no additional charge.

7.5 The warranty in clause 7.3 is conditional upon the Client: (a) not modifying the deliverable without the Supplier's consent; (b) using the deliverable in accordance with the Supplier's instructions; and (c) not introducing malicious code or unsuitable third-party content.

7.6 All other conditions, warranties or terms implied by statute or otherwise are excluded to the fullest extent permitted by law.

## 8. LIMITATION OF LIABILITY

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8.1 Nothing in this Agreement limits either party's liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded by law.

8.2 Neither party shall be liable for any: loss of revenue; loss of profit; loss of contracts; loss of anticipated savings; loss of goodwill or reputation; loss of, damage to or corruption of data; or any indirect or consequential loss, however arising.

8.3 Subject to clause 8.1, each party's maximum aggregate liability under or in connection with this Agreement in any twelve-month period shall not exceed:

- In the first year: the total Charges paid or payable under all active Schedules in that year;
- In subsequent years: the total Charges paid or payable in the relevant calendar year.

8.4 The Supplier maintains appropriate professional indemnity and public liability insurance and shall provide evidence of cover on reasonable request.

## 9. INTELLECTUAL PROPERTY RIGHTS

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9.1 All IPR in the Client Data and Materials shall remain the property of the Client.

9.2 Subject to payment of all Charges, the Supplier shall assign to the Client all IPR in bespoke deliverables created specifically for the Client (including custom website design and content) upon the Go Live Date. This assignment takes effect at Go Live, not at termination.

9.3 The Supplier retains all IPR in: (a) its pre-existing proprietary software, tools, frameworks and CMS; (b) pre-built functionality and templates; (c) AI models, workflows and configurations (governed by Schedule D). The Supplier grants the Client a non-exclusive licence to use such materials for the duration of this Agreement, conditional on payment of all Charges.

9.4 On termination, if the Client has paid all outstanding Charges, the licence in clause 9.3 shall continue for a period of three (3) months to enable the Client to migrate. The Supplier will provide reasonable migration assistance at its standard day rate.

9.5 The Client grants the Supplier a non-exclusive, royalty-free licence to use the Client's IPR solely to perform the Services.

9.6 The Client shall indemnify the Supplier against all claims arising from any allegation that the Client Data or Materials infringe a third party's IPR, subject to the Supplier: (a) promptly notifying the Client; (b) making no admissions without the Client's consent; and (c) giving the Client conduct of any claim.

9.7 The Supplier shall indemnify the Client against claims that Supplier-created content infringes a third party's IPR, on equivalent terms.

## 10. DATA PROTECTION

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10.1 Both parties shall comply with all applicable Data Protection Laws in connection with this Agreement.

10.2 As between the parties, the Client is the Data Controller and the Supplier is the Data Processor in respect of any Personal Data processed by the Supplier on the Client's behalf.

10.3 The detailed terms governing the Supplier's processing of Personal Data are set out in the Data Processing Agreement (DPA) which forms part of this Agreement and must be executed alongside any Schedule involving the processing of Personal Data.

10.4 The Supplier is registered with the Information Commissioner's Office (ICO) under registration number ICO:00010252104 and shall maintain that registration throughout the term of this Agreement.

10.5 The Supplier shall notify the Client without undue delay (and in any event within 72 hours) of becoming aware of any Personal Data breach or security incident affecting Client Data.

## 11. CONFIDENTIALITY

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11.1 Each party shall keep the other's Confidential Information strictly confidential and not disclose it to any third party without prior written consent, except: (a) to its own employees and professional advisers on a need-to-know basis (who are bound by equivalent obligations); or (b) as required by law or regulatory authority.

11.2 Confidentiality obligations survive termination of this Agreement indefinitely.

11.3 The Supplier shall not use the Client's name, logo or relationship in any marketing, press release or case study without prior written consent.

## 12. TERM AND TERMINATION

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12.1 This Agreement commences on the Effective Date and continues for the Initial Term (twelve months from Go Live Date), then automatically renews for successive twelve-month periods unless terminated in accordance with this clause.

12.2 Either party may terminate this Agreement or a Schedule on the following notice periods:

- Website build and design services: not less than twelve (12) months' written notice;
- Hosting, SLA and maintenance services: not less than three (3) months' written notice;
- AI Product services (Schedule D): not less than three (3) months' written notice;
- SEO, PPC, social media management and email marketing: not less than three (3) months' written notice.

12.3 Either party may terminate immediately by written notice if the other:

- Fails to pay any undisputed sum within 7 days of written notice of default;
- Commits a material breach that is incapable of remedy, or fails to remedy a remediable breach within 14 days of written notice;
- Becomes insolvent, enters administration, receivership, liquidation, or makes a general arrangement with creditors;
- Ceases or threatens to cease to carry on all or a substantial part of its business.

12.4 On termination by the Supplier for Client default, all Supplier licences terminate immediately.

12.5 On expiry or termination for any other reason, the Supplier shall within 30 days: (a) return all Client Data and Materials; (b) provide an electronic copy of all deliverables (subject to payment of outstanding Charges); and (c) provide reasonable transition assistance at the Supplier's standard day rate.

12.6 Due to the proprietary nature of the Supplier's CMS and AI configurations, these cannot be transferred to a direct competitor of the Supplier.

## 13. NON-SOLICITATION

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13.1 Neither party shall, during the term and for twelve (12) months after termination, solicit or attempt to entice away any employee of the other who has been materially involved in the delivery or receipt of the Services, without the other's prior written consent.

13.2 If a party breaches clause 13.1, it shall pay on demand a sum equal to three months' gross salary of the individual concerned, plus reasonable recruitment costs.

## 14. FORCE MAJEURE

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14.1 Neither party shall be in breach of this Agreement for any failure or delay caused by a Force Majeure Event, provided the affected party gives prompt written notice and uses reasonable endeavours to mitigate the impact.

14.2 If a Force Majeure Event continues for more than twelve (12) weeks, either party may terminate the affected Schedule on seven (7) days' written notice, without liability (save for accrued payment obligations).

## 15. DISPUTE RESOLUTION

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15.1 If a dispute arises, the parties shall first attempt to resolve it informally through escalation to a senior representative of each party within ten (10) Business Days of written notice.

15.2 If unresolved after twenty (20) Business Days, either party may refer the dispute to mediation under the CEDR Model Mediation Procedure.

15.3 Nothing in this clause prevents either party from seeking urgent injunctive or other equitable relief from the courts.

## 16. NOTICES

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16.1 All notices under this Agreement shall be in writing and delivered by: (a) hand; (b) pre-paid first-class post; (c) email with confirmed receipt. Notices are deemed received on delivery (hand), 48 hours after posting (post), or on transmission (email during Business Hours).

16.2 Notices to the Supplier shall be addressed to the Directors, Inner Media Limited, Enterprise Centre, Cranborne Road, Potters Bar, Hertfordshire EN6 3DQ / hello@innermedia.co.uk.

## 17. ASSIGNMENT

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17.1 The Client may not assign, transfer or subcontract its rights or obligations under this Agreement without the Supplier's prior written consent.

17.2 The Supplier may assign this Agreement in connection with a sale of its business (whether by share sale, asset sale or merger).

## 18. GENERAL

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18.1 Entire Agreement. This Agreement (including all Schedules) constitutes the entire agreement between the parties and supersedes all prior representations, agreements, and understandings.

18.2 Variation. No variation of this Agreement shall be effective unless in writing and signed by authorised representatives of both parties.

18.3 Waiver. No failure to exercise, or delay in exercising, any right under this Agreement operates as a waiver of that right.

18.4 Severance. If any provision is invalid or unenforceable, it shall be modified to the minimum extent necessary to make it valid; if that is not possible, it shall be severed, without affecting the remaining provisions.

18.5 Third Party Rights. No person who is not a party to this Agreement shall have any right to enforce any term of it under the Contracts (Rights of Third Parties) Act 1999.

18.6 Governing Law. This Agreement is governed by the law of England and Wales.

18.7 Jurisdiction. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

AGREED AND ACCEPTED ON BEHALF OF THE SUPPLIER:

<b>PRINT NAME:</b>
Authorisation:
Signature:
Date:

AGREED AND ACCEPTED ON BEHALF OF THE CLIENT:

<b>PRINT NAME:</b>
Authorisation:
Signature:
Date: