

## Executive Innovation Insight

### Service Terms and Conditions

#### DeltaHedron's Executive Innovation Insight Service

Your attention is particularly drawn to the provisions of clause 11 (Limitation of liability) and clauses 5.4 and 7.2.

#### 1. About us

##### 1.1 Company details

DeltaHedron Limited (company number 10532817) ("**DeltaHedron**", "**we**" and "**us**") is a company registered in England and Wales in the United Kingdom. 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, send an 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 15.

#### 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.

The description of the "Executive Innovation Insight" Service is published on our website at [www.deltahedron.co.uk/executive-innovation-insight](http://www.deltahedron.co.uk/executive-innovation-insight). We may amend the Terms from time to time in accordance with clause 3.5.

##### 2.2 Business-to-Business (B2B) Service

The Service and these Terms are intended for business use only, not by consumers. You should not use our Service if you are acting outside the course of your business, trade or profession.

##### 2.3 Entire agreement

The Contract is the entire agreement between you and us in relation to its subject matter, unless specifically agreed otherwise. 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.

##### 2.4 Language

These Terms and the Contract are made only in the English language.

## 2.5 Your copy

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

## 3. Our Service

### 3.1 Description of the Service

The *Executive Innovation Insight* Service is described in the document “Description of the Service”, which is available on our website at [www.deltahedron.co.uk/executive-innovation-insight](http://www.deltahedron.co.uk/executive-innovation-insight). The *Executive Innovation Insight* Service consists of a number of elements which can be provided to a client, either as a bundle or as a combination of individual elements. The elements are:

1. e-Journal
2. e-Report
3. Consulting and related services
4. Training and presentations

All of these elements are subject to the Terms.

### 3.2 Assessment of requirements, our proposal and the client’s acceptance

Before providing a proposal for the delivery of our Services to a client, DeltaHedron would normally conduct a discussion with client in order to explain the Service and to assess the client’s needs and requirements. The client will then provide DeltaHedron with a written statement of requirement, to which DeltaHedron will respond with a proposal setting out the scope of the work, time schedules, deliverables as well as costs, VAT requirements, payment schedules as well as a date on which the offer in the proposal expires.

A written confirmation of acceptance (**Order Confirmation**) of our proposal by the client, typically either via email or text, brings the Contract into existence (on the Commencement Date), upon which DeltaHedron will commence with the work. The confirmation also serves as the client’s acceptance of our Terms of the Service.

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.

### 3.3 Descriptions and illustrations

Any descriptions or illustrations on our website and promotional material (save for the description of the “Executive Innovation Insight” Service referred to in clause 3.1 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.

### 3.4 Compliance with specification/description

Subject to our right to amend the Service description (see clause 3.5 below) we will supply the Service to you in accordance with the description of the Service referred to in clause 2.1 above current at the date of your order in all material respects.

### 3.5 Changes to Service specification/description

We reserve the right to amend the description of the Service referred to in clause 2.1 and 3.1 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.

### 3.6 Reasonable care and skill

We warrant to you that the Service will be provided using reasonable care and skill.

### 3.7 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.

## 4. Your obligations

4.1 It is your responsibility to ensure that:

- The terms of your instructions and information are complete and accurate;
- You co-operate with us in all matters relating to the Service;
- 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;
- 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
- You comply with all applicable laws, including copyright and health and safety laws.
- The term “you” will also apply to any person, organisation or party to which you grant access, or request that access by given to, to e-journal(s) created for you (including your clients). This clause specifically also applies to clauses 5, 6 and 7.

4.2 If our ability to perform the Service is prevented or delayed by any failure by you to fulfil any obligation listed in clause 4.1 (**Your Default**):

- 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 13 (*Term and Termination*);
- 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
- 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.

## 5. Access and use of the Platform for e-Journals

DeltaHedron will evaluate the electronic platform(s) it uses to deliver the e-journal Service to clients from time to time (**Platform**), and can change these at any time if it deems it necessary.

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:

5.1 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

5.2 the appropriate Platform user licence referred to in clause 5.1 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 the e-journal element of the Service is confirmed. 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 14, and we will not be able to provide support services to you).

- 5.3 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.
- 5.4 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 5.4 shall survive termination of the Contract, however arising.

## 6. Third party providers

You acknowledge that the Service will enable or assist you to access 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).

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

- 7.1 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.
- 7.2 With regard to Services other than e-journals, you will normally have a right to use all material produced by us for you, even though we retain the copyright as well as the right to re-use the material.
- 7.3 With regard to e-journals, 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 5.4) 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.

## 8. Fees and payment

- 8.1 Subject to any special terms agreed, you agree to pay our fees and any additional amounts which are due or agreed between us and you under the Contract, strictly in accordance with these Terms.
- 8.2 Fees for “Consulting and related services” shall be calculated in accordance with our hourly or daily fee rates for such services, calculated on the basis of an eight-hour day during working days.
- 8.3 We shall be entitled to charge you for any expenses reasonably incurred by the individuals whom we engage in connection with “Consulting and related services”, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of Service provided by third parties, and for the cost of any materials and consumable materials.
- 8.4 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.
- 8.5 Unless otherwise agreed by you and us in writing, each of our invoices is due and payable 30 days after the invoice date. Time for payment shall be of the essence.
- 8.6 Payment of all amounts due to us shall be made in (GBP) Sterling (or such other currency agreed by us and you in writing) and shall be made without any set-off or other deduction into our bank account in the United Kingdom.
- 8.7 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 13.2.2) 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.
- 8.8 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.

## 9. 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.

## 10. How we may use your personal information

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

- Provide the Service;
- Process your payment for the Service; and
- Inform you about similar Service that we provide, but you may stop receiving these at any time by contacting us.

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

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

- 11.1 Nothing in the Contract limits or excludes our liability for:
- death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
  - fraud or fraudulent misrepresentation; or
  - 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.
- 11.2 Subject to clause 11.1, 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 any of the following:
- Loss of profits;
  - Loss of sales or business;
  - Loss of agreements or contracts;
  - Loss of anticipated savings;
  - Loss of use or corruption of software, data or information;
  - Loss of or damage to goodwill; and
  - Any indirect or consequential loss.
- 11.3 Subject to clause 11.1, 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.
- 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.
- 11.4 This clause 11 will survive termination of the Contract.

## 12. Confidentiality

- 12.1 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 12.2.
- 12.2 We each may disclose the other's confidential information:
- 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 12; and
  - As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

## 13. Term and Termination

- 13.1 In the case of e-journals, 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 13) continue in force until terminated when the agreed number of issues have been delivered.

- 13.2 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:
- 13.2.1 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;
- 13.2.2 you fail to pay any amount due under the Contract on the due date for payment;
- 13.2.3 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;
- 13.2.4 you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- 13.2.5 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.
- 13.3 Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.
- 13.4 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.

## 14. Events outside our control

- 14.1 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).
- 14.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
- We will contact you as soon as reasonably possible to notify you; and
  - 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.
- 14.3 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.

## 15. Communications between us

- 15.1 When we refer to "in writing" in these Terms, it refers to email and texts, including documents and images attached to emails and texts. Should the receiving party not respond within a reasonable time (typically two working days, except when time is of the essence), the sending party will contact the

other party and ensure that the message was received.

15.2 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

## 16. General

### 16.1 Assignment and transfer

16.1.1 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.

16.1.2 You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

### 16.2 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).

### 16.3 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.

### 16.4 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.

### 16.5 Third party rights

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

### 16.6 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.

## 17. Trademark

DeltaHedron® and its logo are registered trademarks of DeltaHedron Ltd. They may not be used without the explicit agreement of DeltaHedron.