



We have simplified our terms & conditions so it's easy to understand. The full terms & conditions are also at the end of this document.

Summarized Terms & Conditions

- Important terms, definitions and rules of interpretation apply in these Conditions like who the Customer is (the person or company buying the services), and who the Supplier is (Reevue LTD).
- The Contract includes both the Application Form (your order for services) and these terms.
- A Business Day is any weekday that's not a public holiday in England.
- Services refer to a package of offerings like Review Dashboard subscriptions, Counter-top & Table Ordering, marketing, online ordering systems, delivery, ePOS (electronic point of sale), and call handling, depending on what you sign up for.
- Charges are what you agree to pay (as listed in your application form), and the Term means the contract lasts until either party ends it as allowed in the contract.
- Customer Premises are specifically about where your business operates, especially if it's producing consumables.
- Terms like Intellectual Property Rights, Virus, and Vulnerability are clarified so there's no confusion later on about digital risks or ownership of creative/technical content.
- It also includes some legal lingo about control of a company, anti-bribery rules, and who's allowed to use the services on your behalf (Authorised Persons).

Basis of Contract

- You're making the offer: When you submit an Application Form, you're offering to buy services.
- We accept, then it's official: The contract only starts when the supplier formally accepts your application.
- Marketing is just for show: Brochures, samples, etc., are just for general info—they aren't part of the actual agreement.
- Terms rule: Only the supplier's terms apply. Anything else you try to add doesn't count, even if it's common practice.
- All services, pricings, discounts and free trials will be according to the information agreed on the application form of which a copy will be sent to you by email.

Supply of Services

- Services will be provided as agreed: We supply the services as per the contract.
- We can make minor changes: If needed for legal reasons or if it won't affect the service much, we can tweak the service details and just have to let you know.
- We promise reasonable quality: The services will be provided with reasonable care and skill—but that's a pretty standard, general guarantee.

Key Takeaways for You as the Customer:

1. Be Accurate & Helpful:
 - Fill out forms truthfully (especially payment and application details).
 - Give the supplier access and info they reasonably need to do their job.
 - Make sure your premises and data are ready and compliant.
2. Consumable Goods? You're on the Hook:
 - You're fully responsible for correct allergen/dietary info.
 - Orders must be accurately described, safely delivered (unless the supplier handles it), and made to legal and industry standards.
3. Handling User Data:
 - Only share with people authorized by the contract.
 - Don't upload it anywhere except the supplier's systems.
 - Treat that data like its top secret—follow data protection rules.
4. Supplier's Equipment and Software:
 - Keep our gear safe, on, and in good shape.
 - Don't copy, modify, reverse-engineer, or use it to build competing services.
 - Only authorized users can access it—no sharing with outsiders or installing viruses, please.
5. If You Mess Up
 - If your mistake delays or blocks their work, we can pause services until it's fixed.
 - If we can't get the correct information we may pause or cancel our service.
 - If we can't retrieve our hardware or equipment we may charge you for failed collection attempts or the full cost of the hardware or equipment.

In Plain English:

You're expected to be a solid, reliable partner in this relationship. Whether it's with user data, food safety, or using our equipment— stay compliant, and communicate clearly with the supplier.

5. Charges and Payment

- Invoices: We will regularly send you a statement showing any charges deducted from end-user payments for a specific period.
- Refunds: If a customer's (End-user) bank requests a chargeback, we'll promptly contact you. Following this, we'll either refund the customer or present counter evidence to the bank. Please note that the bank has the final decision if the chargeback is challenged.
- Price Changes: We can change our service prices at any time, but we must give you at least 7 days' notice (via email or the Customer's portal).

- We may offer a discounted trial for a period of time on some or all of our services, products or equipment , when this expires you will be billed the agreed amount.

6. Intellectual Property Rights

- **Supplier Ownership:** All intellectual property (IP) related to the services belongs to the us the supplier.
- **Customer Licence:** You the customer get a non-exclusive, royalty-free, non-transferable license to use the Supplier's IP, but only for the purpose of receiving the services.
- **Customer's Contribution:** The Customer grants the Supplier a license to use any materials they provide for the duration of the contract, solely for providing the services.

7. Data Protection

- **Personal Data Sharing:** The Supplier and the Customer will share personal data (like end-user details and payment information) for the agreed services.
- **Compliance:** Both parties must comply with data protection laws (like GDPR in the UK/EU). If either party breaches these laws, the other can terminate the agreement if the issue isn't fixed within 30 days.

Data Handling: Each party must ensure that personal data is used legally and securely, with necessary consents and safeguards in place, and cannot share data with anyone else outside the approved recipients.

In short, the Supplier holds the rights to the services' intellectual property, can adjust pricing with notice, and is responsible for managing data securely under strict legal standards. The Customer gets to use the Supplier's IP only for the services, and both parties are obligated to follow privacy rules regarding personal data.

Data Protection

This part says both parties (you and the supplier) agree to help each other comply with data protection laws. Some key obligations:

- Cooperate on privacy notices and keep each other in the loop if users (data subjects) make data requests.
- Don't act on those requests (like deleting data) without checking with the other party first (when possible).
- Help each other respond to data breaches, audits, or regulator requests—but whoever causes the issue usually foots the bill.
- Keep good records, use compatible tech, and have a named person responsible for data protection matters.
- If the agreement ends, return or delete shared personal data unless the law says otherwise.

Indemnity

If you (the customer) breach data protection laws, you'll cover the supplier's costs—including legal fees and any losses, as long as they inform you quickly and let you handle the defense.

Liability Limits

- The supplier isn't responsible if users don't collect orders or if their systems/software go down.
- We also aren't liable for a laundry list of business losses, including lost profits, lost data, or reputational damage.
- There's no limit on liability for things that legally can't be limited, like death or fraud.
- Our total liability is capped at whatever they can recover from their insurance.

9. Termination

9.1 Voluntary Termination with Notice

Either party (Supplier or Customer) can terminate the contract by giving 30 days' written notice, no fault or reason required.

9.2 Immediate Termination for Cause

Either party can immediately terminate the contract if the other party:

- (a) Commits a serious breach of contract and does not fix it within 7 days of being told to fix it in writing.
- (b) Is going through serious financial distress (e.g., liquidation, administration, insolvency, etc.).
- (c) Stops (or plans to stop) doing a major part of its business.
- (d) Has a deteriorating financial position that makes fulfilling the contract seem unlikely.

9.3 Suspension of Services by Supplier

The Supplier can pause services (even without termination) if they believe the Customer: Is experiencing or likely to experience one of the issues in 9.2(b), 9.2(c), or 9.2(d).

9.4 Upon termination, the customer shall be entitled to a prorated refund, calculated based on the number of unused days remaining in the subscription period.

9.5 Any commission based charges are non refundable.

10. Consequences of Termination

10.1 Immediate Obligations on Termination

- (a) The Customer must pay all unpaid invoices and any new invoice for services already provided.
- (b) The Customer must return all equipment belonging to the Supplier. If not, the Supplier can go retrieve it. Until then, the Customer is responsible for keeping it safe and not using it improperly.
- (c) The Supplier may refund set-up charges for equipment, but only if it's returned in good condition—and the refund excludes VAT.

- (d) If equipment is not returned or is damaged, the Supplier may charge the Customer for it or deduct the cost from the Customer's online payments account.

10.2 Termination doesn't cancel out any liabilities or rights that existed before the contract ended.

10.3 Any clauses meant to survive after the contract ends (like payment obligations or confidentiality) will continue to be enforceable.

Here's a clear summary and breakdown of Clause 11 – General from the contract. This section includes a mix of compliance, operational, and legal housekeeping terms. It helps define how the parties should behave and how the contract operates under specific circumstances:

11. General

11.1 Anti-Bribery and Corruption

The Customer must:

- (a) Comply with all relevant anti-bribery and corruption laws.
- (b) Avoid any conduct that would violate the Bribery Act 2010 if done in the UK.
- (c) Maintain its own internal anti-bribery policies.
- (d) Notify the Supplier if it becomes aware of any potential bribery or undue advantage being offered or requested.
- (e) Immediately notify the Supplier if a foreign public official becomes involved in the Customer's business.
- (f) Certify compliance in writing if requested, and provide proof.
- (g) Make sure anyone acting on its behalf (contractors, agents, etc.) is bound by the same rules. The Customer is responsible for their compliance.
- (h) Any breach of this clause is a material breach (serious enough to justify termination).
- (i) Definitions like "adequate procedures" and "foreign public official" refer to sections of the Bribery Act 2010.

11.2 Force Majeure

If something happens beyond a party's control (natural disasters, war, etc.), and it prevents them from fulfilling contract obligations, they won't be held liable for delays or failures during that time.

11.3 Assignment

- (a) The Supplier can transfer its rights and responsibilities to someone else.
- (b) The Customer cannot do the same without permission.

11.4 Confidentiality

- (a) Both parties agree to keep each other's business info confidential.
- (b) They can share this info only:
 - With those who need it to perform the contract (employees, contractors, etc.).
 - If required by law or a regulatory authority.
- (c) Confidential info can only be used to perform contract duties—not for any other purpose.

11.5 Entire Agreement

- (a) This contract is the full agreement—nothing outside of it counts.
- (b) Neither party can rely on any promise not written in this contract. No legal action for things said or promised informally.

11.6 Variation

We may make changes to the contract or these terms and conditions but we must inform you by giving you 7 days notice in writing, email or on your business portal.

11.7 Waiver

Just because a party doesn't enforce a right immediately doesn't mean it gives up that right for the future. Waivers must be in writing.

11.8 Severance

If part of the contract turns out to be invalid, the rest still stands. The parties will try to replace the invalid bit with something legally acceptable that reflects the original intent.

11.9 Notices

- Notices from the Customer must be sent to accounts@reevue.co.uk by email.
- This doesn't apply to legal proceedings (which follow a different process).

11.10 Third Party Rights

Only the parties to the contract have rights under it—third parties can't enforce anything in it unless explicitly stated.

11.11 Governing Law

The contract follows the law of England and Wales.

11.12 Jurisdiction

Any disputes must be resolved in the courts of England and Wales.

Full Terms and Conditions

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Application Form: the Customer's order for Services as set out in the Customer's application order form.

Authorised Persons: those employees and the Customer who are authorised to use the Services.

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

Call Agent Services: call handling services for the customer.

Charges: the charges set out in the Application Form payable by the Customer for the supply of the Services in accordance with clause 5.

Commencement Date: has the meaning given in clause 2.2.

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

Contract: the contract between the Supplier and the Customer for the supply of Services comprising of the Application Form and these Conditions.

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

Customer: the person or firm who purchases Services from the Supplier in respect of the Customer Premises.

Customer Default: has the meaning set out in clause 4.5.

Customer Premises: means the premises of the Customer for the purposes of manufacturing consumable goods in relation to which the Services are provided, as set out in the Application Form.

Delivery Services: means last mile delivery of consumable goods from the Customer's Premises to end-users.

ePOS Services: means the electronic point of sale hardware and software.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Marketing Services: means the multi-platform online marketing services

Online Ordering Platform: means the end-user web platform and digital application (as applicable).

Order Receiving Services: means the order receiving aggregation software.

Relevant ABC Requirements: all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010

Review Dashboard: means a dashboard where the customer can view and manage all their reviews.

Countertop & Table ordering: means software which enables end users to place orders on their devices from the customers business premises at the table or countertop.

Services: the Marketing Services, Online Ordering Platform, Order Receiving Software, ePOS Services, Call Agent Services and Delivery Services, supplied by the Supplier to the Customer as indicated in the Application Form.

Supplier: Reevue LTD registered in England and Wales with company number 16299021

Supplier Equipment: means any equipment provided to the Customer by the Supplier in relation to the Services.

Term: means from the Commencement Date until the Contract is terminated in accordance with clause 9.1.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be interpreted accordingly.

1.2 Interpretation:

(a) A reference to legislation or a legislative provision:

(i) is a reference to it as amended, extended or re-enacted from time to time; and

(ii) shall include all subordinate legislation made from time to time under that legislation or legislative provision.

(b) Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

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

2. Basis of contract

2.1 The Application Form constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.2 The Application Form shall only be deemed to be accepted when the Supplier issues acceptance of the Application Form at which point and on which date the Contract shall come into existence (Commencement Date).

2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3. Supply of Services

3.1 The Supplier shall supply the Services to the Customer for the Term in accordance with these Conditions in all material respects.

3.2 The Supplier reserves the right to amend the specification of any Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

3.3 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

4. Customer's obligations

4.1 The Customer shall:

- (a) ensure that the terms of the Application Form are complete and accurate;**
- (b) ensure any bank-details for the receipt of any payments from end-users are accurate at all times;**
- (c) co-operate with the Supplier in all matters relating to the Services;**
- (d) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;**
- (e) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;**
- (f) prepare the Customer's premises for the supply of the Services; and**
- (g) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.**

4.2 The Customer shall in relation to all consumable goods to which the Services relate to:

- (a) ensure that all allergen and dietary information is provided and is complete and accurate at all times, and notify the Supplier promptly of any updates to the allergen and dietary information;**
- (b) ensure all descriptions are complete and accurate at all times;**
- (c) unless Delivery Services are provided by the Supplier pursuant to the Contract, remain responsible for the delivery of all orders by end-users; and**

(d) ensure all consumable goods are prepared with reasonable care and skill, and in accordance with: i) the description; ii) allergen and dietary information; iii) all applicable legislation and regulatory requirements; and iv) best industry practice.

4.3 The Customer shall in relation to any end-user data that the Customer has access to as a result of or caused by the Services:

- (a) Not share such data with any persons other than Authorised Persons;**
- (b) Not insert such data onto any other systems or software other than those provided by the Supplier in the course of providing Services; and**
- (c) Treat all data in accordance with clause 7.**

4.4 The Customer shall, in relation to any Supplier Equipment and software provided by the Supplier in the course of providing Services:

- (a) keep all Supplier Equipment at the Customer's premises: i) is turned on at all times with the adapters provided by the Supplier; and ii) in safe custody at its own risk;**
- (b) maintain the Supplier Equipment in good condition until returned to the Supplier;**
- (c) not dispose of or use the Supplier Equipment other than in accordance with the Supplier's written instructions or authorisation;**
- (d) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:**
 - (i) not attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Supplier Equipment and software in any form or media or by any means; or**
 - (ii) not attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Supplier Equipment and software,**
- (e) not access all or any part of the Supplier Equipment and software in order to build a product or service which competes with the Services;**
- (f) not use the Supplier Equipment and software to provide services that are similar to the Services;**
- (g) not license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Supplier Equipment and software available to any third party except the Authorised Persons,**

(h) attempt to obtain, or assist third parties in obtaining, access to the Supplier Equipment and software, other than as provided under this clause 4.4; and

(i) introduce or permit the introduction of any Virus or Vulnerability into the Supplier Equipment and software or the Supplier's network and information systems.

4.5 If any act or omission by the Customer or its agents or employees or contractors, or failure by the Customer or its agents or employees or contractors to perform any relevant obligation (Customer Default) causes the Supplier to be delayed or otherwise prevent the Supplier from carrying out the Services:

(a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

(b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.5; and

(c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

4.6 The Customer shall indemnify and keep the Supplier indemnified other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Supplier arising directly or indirectly from a Customer Default.

5. Charges and payment

5.1 The Supplier shall issue the Customer with a regular statement setting out the Charges that have been deducted from payments made by end-users during a specified period.

5.2 The Supplier may at its discretion issue a refund of the Charges should the prices on the Online Ordering Platform not reflect the information provided by the Customer.

5.3 The Supplier may as its discretion increase or decrease the cost of services to the Customer at any time giving a minimum of 7 days' notice by email direct the customer or in the customers portal account (My Business Portal)

6. Intellectual property rights

6.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier. The Supplier, in providing the Services, grants the Customer with a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use the Intellectual Property Rights for the sole purpose of receiving Services.

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

7. Data protection

7.1 For the purposes of this clause 7, the following definitions shall apply:

Agreed Purposes: means the purpose for the provision of Services

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

Data Discloser: a party that discloses Shared Personal Data to the other party.

Data Protection Legislation:

(a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.

(b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the party is subject, which relates to the protection of personal data.]

EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Permitted Recipients: the parties to this Contract, the employees of each party, and any third parties engaged to perform obligations in connection with the Services and this Contract.

Shared Personal Data: the personal data to be shared between the parties under this Contract. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

(a) end-user name, address and other information which could identify an end-user and

(b) end-user payment information;

7.2 Shared Personal Data. This clause sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the Data Discloser) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

7.3 Effect of non-compliance with Data Protection Legislation. Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

7.4 Particular obligations relating to data sharing. Each party shall:

- (a) ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;**
- (b) give full information to any data subject whose personal data may be processed under this agreement of the nature of such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;**
- (c) process the Shared Personal Data only for the Agreed Purposes;**
- (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;**
- (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;**
- (f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.**
- (g) not transfer any personal data received from the Data Discloser outside the UK unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.**

7.5 Mutual assistance. Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- (a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;**
- (b) promptly inform the other party about the receipt of any data subject rights request;**
- (c) provide the other party with reasonable assistance in complying with any data subject rights request;**
- (d) not disclose, release, amend, delete or block any Shared Personal Data in response to a data subject rights request without first consulting the other party wherever possible;**
- (e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;**
- (f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;**
- (g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the Shared Personal Data;**
- (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;**
- (i) maintain complete and accurate records and information to demonstrate its compliance with this clause 7.5 and allow for audits by the other party or the other party's designated auditor; and**
- (j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.**

7.6 Indemnity. The Customer shall indemnify the Supplier other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with the breach of the Data Protection Legislation by the Customer, its employees or agents, provided that the Supplier gives to the Customer prompt

notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

8. Limitation of liability

8.1 The Supplier has no liability to the Customer for any orders not accepted or collected by end-users.

8.2 Nothing in this clause 8 shall limit the Customer's payment obligations under the Contract.

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

- (a) death or personal injury caused by negligence; and**
- (b) fraud or fraudulent misrepresentation;**

8.4 The Supplier shall have no liability to the Customer as a result of any outages, faults or failures which results in the Supplier's equipment or any software provided by the Supplier in the course of providing the Services not functioning.

8.5 The Supplier shall have no liability to the Customer in respect of:

- (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) indirect or consequential loss,**

caused or as a result of the Services.

8.6 Subject to the clause 8.3, clause 8.4 and 8.5, the Supplier's liability to the Customer shall be limited to any sums recoverable by the Supplier from insurance cover applying to the Services.

8.7 This clause shall survive termination of the Contract.

9. Termination

9.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party 30 days' written notice.

9.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;**
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;**
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or**
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.**

9.3 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Customer and the Supplier if:

- (a) the Customer becomes subject to any of the events listed in clause 9.2(c) or clause 9.2(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them; and**
- (b) the Supplier reasonably believes that the Customer is about to become subject to any of the events listed in clause 9.2(b).**

9.4 Upon termination, the customer shall be entitled to a prorated refund, calculated based on the number of unused days remaining in the subscription period.

9.5 Any commission based charges are non refundable.

10. Consequences of termination

10.1 On termination of the Contract:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;**
- (b) the Customer shall return all of the Supplier Equipment. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of**

them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;

(c) the Supplier, at its sole discretion and subject to the Suppliers Equipment being returned in good and working condition, refund to the Customer any Charges (excluding VAT) which the Customer has paid in relation to the set up of the Supplier's Equipment.

(d) the Supplier, at its sole discretion may invoice the customer for any equipment not returned or returned damaged. The Supplier may deduct the cost of the equipment or the cost of repair of the equipment from the customers online payments account.

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

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

11. General

11.1 Anti-bribery and corruption. The Customer shall during the term of this Contract:

(a) comply with the Relevant ABC Requirements;

(b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

(c) establish, maintain and enforce its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant ABC Requirements;

(d) notify the Supplier (in writing) if it becomes aware of any breach of clause 11.1(a) or has reason to believe that it has received a request or demand for any undue financial or other advantage in connection with the performance of this agreement;

(e) immediately notify the Supplier (in writing) if a foreign public official becomes an officer or employee of the Customer or acquires a direct or indirect interest in the Customer and the Supplier warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the Commencement Date;

(f) when requested to do so, certify to the Supplier in writing signed by an officer of the Customer, compliance with this clause 11.1 by the Customer. The Customer shall

provide such supporting evidence of compliance as the Supplier may reasonably request.

(g) The Customer shall ensure that any of its agents, consultants, contractors, subcontractors or other persons engaged in performance of the Customer's operations do so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Customer in this clause 11.1. The Supplier shall be responsible for the observance and performance by such persons of such terms, and shall be directly liable to the Supplier for any breach by such persons of any such terms

(h) Breach of this clause 11.1 shall be deemed a material breach.

(i) For the purpose of this clause 11, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

11.2 Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

11.3 Assignment and other dealings.

(a) The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

(b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

11.4 Confidentiality.

(a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.3(b).

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.4; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

11.5 Entire agreement.

(a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

11.6 Variation. Except as set out in these Conditions, the only variation of the Contract shall be effective if submitted by the supplier (or our authorised representative) to the Customer with 7 days notice by writing, email or via My Business Portal.

11.7 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

11.8 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract is deleted under this clause 11.8, parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

11.9 Notices.

(a) Any notice or written communication given to by the Customer under or in connection with the Contract shall be in writing and shall be sent by email to the address below:

accounts@reevue.co.uk

(b) This clause 11.9 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

11.10 Third party rights. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

11.11 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

11.12 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

*****29/04/2025