



Terms and Conditions of Service

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1 Introduction

- 1.1 Attic Rush Limited, trading and referred to as Attic Rush, is a company registered in Scotland under company number SC635136 and with its registered office at 9 Ainslie Place, Edinburgh, Scotland, EH3 6AT.
- 1.2 These Terms and Conditions shall apply to the provision of all Services by Attic Rush unless expressly agreed otherwise, in writing, by a Director of Attic Rush.
- 1.3 In the event of a conflict between these Terms and Conditions and any terms stated in a Project Schedule, the terms of the Project Schedule shall prevail.
- 1.4 In the event of conflict between these Terms and Conditions and any other terms, including any terms and conditions that the Client purports to apply to any contract, these Terms and Conditions shall prevail unless expressly otherwise agreed by Attic Rush in writing.

2 Definition and Interpretation

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

- 2.1 "Agreement" shall mean any contract between Attic Rush and a Client for the provision of

services unless otherwise expressly agreed or varied in writing and shall include the contents and details of any Project Schedule, specifications and these Terms and Conditions.

- 2.2 "Business Day" means a day (excluding Saturdays) on which banks in London generally are open for the transaction of normal banking business.
- 2.3 "Client" means any individual, firm or corporate body, whether incorporated or not, (which expression shall, where the context so admits, include its successors and assigns) which purchases, agrees to purchase, or offers to purchase services from Attic Rush as the context may dictate.
- 2.4 "Commencement Date" means the commencement date for the Agreement as set out in the Project Schedule or in accordance with clause 3.2.
- 2.5 Data Protection Legislation means:
 - 2.5.1 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; and
 - 2.5.2 To the extent the General Data Protection Regulation ((EU) 2016/679) applies, the law of the European Union or any member state of the European Union to which the Client or Attic Rush is subject, which relates to the protection of Personal Data.
- 2.6 "Project Schedule" means the written document setting out those services and specifications to be provided by Attic Rush to the Client and any accompanying written correspondence from Attic Rush to the Client, including emails, amending such services or specifications.
- 2.7 "Services" means the services to be provided by Attic Rush to the Client as set out in the agreed Project Schedule or such other services as the Client may request and Attic Rush may agree to provide from time to time in accordance with the Agreement.
 - 2.7.1 UK GDPR has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
- 2.8 References to 'writing' shall include email but not fax, SMS or MMS text messages, social media messages or any other form of instant communication.

3 Basis of the Agreement

- 3.1 A Project Schedule constitutes an offer by the Client to purchase the Services in accordance with these Terms and Conditions.
- 3.2 A Project Schedule shall only be deemed to be accepted on the earlier of:

- 3.2.1 Attic Rush issuing written acceptance of the Project Schedule; or
- 3.2.2 Attic Rush commencing delivery of the Services or making such Services available to the Client (as the case maybe)
- at which point and on which date a contract shall come into existence (the **Commencement Date**).
- 3.3 Any samples, drawings, descriptive matter or advertising issued by Attic Rush and any descriptions of any deliverable or illustrations or descriptions of the Services contained in Attic Rush'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 nor have any contractual force.
- 3.4 These Terms and 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.
- 3.5 Any quotation given by the Supplier shall not constitute an offer.
- 3.6 All of these Terms and Conditions shall apply to the supply of both the Services and any to any deliverables except where application to one or the other is specified.
- 4 The Services**
- 4.1 Subject to these Terms and Conditions, Attic Rush shall provide the Services to the Client from the Commencement Date and as agreed in the Project Schedule.
- 4.2 While Attic Rush will provide all reasonable assistance to the Client in identifying any service requirements, the Client must inform and explain to Attic Rush any specific requirements, including in relation to functionality and compatibility.
- 4.3 Unless otherwise agreed in the Project Schedule, any Services provided by Attic Rush will be designed to function on software and hardware in common use and operation at the time that the Services are provided.
- 4.4 Both parties shall use reasonable endeavours to ensure that deadlines as set out in the Project Schedule are met but, other than as stated in these Terms and Conditions or otherwise expressly agreed in writing, time shall not be of the essence for the purposes of the Agreement.
- 4.5 Attic Rush shall not be liable to the Client for any delay in completion of the Services caused, directly or indirectly, by any act or omission by the Client or any failure on the part of the Client to comply with the terms of the Agreement.
- 4.6 The Client must provide all reasonable assistance to Attic Rush including but not limited to:
- 4.6.1 responding to communications and telephone calls promptly;
- 4.6.2 providing any information, materials, resources and access reasonably required;
- 4.6.3 providing contact details of and issuing instructions to any third parties whose assistance Attic Rush may reasonably require;
- 4.6.4 providing feedback and sign off.
- 4.7 Following Agreement, changes to the Project Schedule will only be valid if agreed in writing by both parties.
- 4.8 In the event that Attic Rush provides services not included in the Project Schedule, either at the request of the Client or in the event that such services, in the reasonable opinion of Attic Rush, become reasonably necessary, for the completion of the Project Schedule, and such services are not accounted for in the costings of the Project Schedule, including but not limited to any updates or modifications requested by the Client after completion, then such services shall be charged based on the amount of time required by Attic Rush to complete those services to their satisfaction at Attic Rush's standard hourly charge from time to time (as determined by Attic Rush at its absolute discretion) or such other hourly rate as Attic Rush and the Client may agree in writing.
- 4.9 Unless otherwise agreed in writing the Services will be provided between the hours of 09:00am and 05:30pm London time on Business Days.
- 5 Variation & Amendments**
- 5.1 Any request by the Client for a variation of the Project Schedule, including any modifications or updates after completion, must be made in writing.
- 5.2 In the event that the Client proposes amendments to the Project Schedule, whether in terms of the Client's requirements, service specifications or deadlines, Attic Rush may at its absolute discretion, terminate or suspend any current Services relating to that Project Schedule until such time as a revised Project Schedule and quotation are agreed in writing.
- 5.3 If it is necessary, in the reasonable opinion of Attic Rush, to modify the Services from those detailed in the Project Schedule in order to ensure the achievement of the Client's overall objective, to make the Services more financially viable for either the Client or Attic Rush or for any other reason, Attic Rush shall notify the Client as soon as is reasonably practical.

5.4 In the event that Attic Rush notifies the Client of a necessary amendment to the Project Schedule then the Client, subject to these Terms and Conditions, shall have the right to suspend the Services and, on payment in cleared funds for all Services provided by Attic Rush up until that time, shall have the right to terminate the Agreement.

6 Payment

6.1 All invoices are due on receipt and are deemed to be overdue after 14 days from the date of the invoice unless other due dates are specified in the invoice as agreed in the Project Schedule, in which case any payments will be due on that due date and are deemed overdue after 14 days from that due date.

6.2 Attic Rush shall charge interest on any sum outstanding after 28 days from the due date at a rate of the higher of 4% above the base lending rate of Barclays PLC or the statutory interest rate (as defined by the Late Payment of Commercial Debts (Interest) Act 1998).

6.3 The Client shall fully indemnify Attic Rush for any costs incurred in the recovery of any outstanding sums, including, but not limited to, Court fees, the cost of legal advice and any other costs or expenses.

6.4 Unless an invoice is in another currency as agreed in the Project Schedule, all payments should be made in pound sterling (GBP) (£) by electronic bank transfer using the bank account details included on the invoice.

6.5 Advanced payments and payments on account of costs to be incurred should only be made at the direction of Attic Rush. Unsolicited payments may be rejected.

6.6 Time shall be of the essence of the Agreement in relation to this clause 6.

6.7 Unless otherwise expressly stated in writing, any sums quoted are exclusive of Value Added Tax or any other form of withholding tax as may be applicable.

7 Completion

7.1 The Agreement shall complete when, in the reasonable opinion of Attic Rush, Attic Rush has provided the Services as specified in the Project Schedule.

7.2 While Attic Rush will make reasonable efforts to confirm that the Client is satisfied with the Services, if the Client does not confirm satisfaction or provide other feedback on the Services within 14 days of Attic Rush notifying the Client of completion, then Attic Rush shall rely on the fact that the Project Schedule has been completed and shall invoice the Client for any sums remaining due under the Agreement.

8 Website and Email Hosting

8.1 If the Services include the hosting of the Client's website or emails, Attic Rush does not guarantee any level of uninterrupted service. Attic Rush will use all reasonable endeavours to ensure maximum provision of service in this respect but will not be liable for any loss suffered by the Client for any period of interruption.

8.2 In the event that any payment due to Attic Rush for the Services is over due in accordance with Condition 6 then Attic Rush reserves the right, without further notice to the Client, to suspend or terminate all hosting services (website and email) with immediate effect.

9 Complaints

9.1 Any complaints or concerns about the quality of the Services provided by Attic Rush, whether concerns of the Client or any third party service provider, should be addressed to 'complaints@atticrush.com'.

9.2 All complaints will be investigated in an impartial manner with consideration of all aspects of the Agreement and the Project Schedule.

9.3 In the event that a complaint relates to an invoice or payment, or any part of an invoice is disputed, those aspects of the invoice that are not disputed or the value of the Services that are not disputed or subject to a complaint should be paid in accordance with these Terms and Conditions and the Client shall have no right to set off any sum against any invoice.

10 Termination

10.1 The Client may terminate the Agreement by providing notice to Attic Rush if:

10.1.1 it does so within 24 hours of agreeing the Project Schedule and forming the Agreement; and

10.1.2 Attic Rush has yet to provide any Services; and

10.1.3 the Client reimburses Attic Rush for any costs specifically and exclusively incurred in preparation for providing the Services; or

10.1.4 Attic Rush is in breach of the Agreement and such breach cannot be remedied or is not remedied, to the reasonable satisfaction of the Client, within two months of the Client having given Attic Rush written notice that it considered Attic Rush to be in breach of the Agreement; or

10.1.5 in accordance with condition 5.4 of these Terms and Conditions; or

10.1.6 on providing not less than two month's notice to Attic Rush or such other notice period as may be agreed in the Project Schedule.

10.2 Without affecting any other right or remedy available to it, Attic Rush may terminate this

- agreement with immediate effect by giving notice to the Client if:
- 10.2.1 the Client fails to pay any amount due under this Agreement within 14 days of due date;
 - 10.2.2 the Client breaches any term of the Agreement;
 - 10.2.3 the Client suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
 - 10.2.4 the Client commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
 - 10.2.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Client (being a company);
 - 10.2.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Client (being a company);
 - 10.2.7 the holder of a qualifying floating charge over the assets of the Client (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - 10.2.8 a person becomes entitled to appoint a receiver over the assets of the Client or a receiver is appointed over the assets of the Client;
 - 10.2.9 the Client (being an individual) is the subject of a bankruptcy petition or order;
 - 10.2.10 a creditor or encumbrancer of the Client attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Client's assets and such attachment or process is not discharged within 14 days;
 - 10.2.11 any event occurs, or proceeding is taken, with respect to the Client in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.2.3 to clause 10.2.10 (inclusive);
 - 10.2.12 the Client suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
 - 10.2.13 the Client (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or
 - 10.2.14 there is a change of control of the Client (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 10.3 On termination;
- 10.3.1 unless otherwise agreed in writing, including on going charges and payment terms, Attic Rush shall terminate the provision of all Services to the Client under the Agreement;
 - 10.3.2 unless otherwise agreed in writing, any invoices already submitted to the Client by Attic Rush shall become payable and due immediately and without any right of set off;
 - 10.3.3 Attic Rush shall invoice the Client for the Services provided to date or for such proportion of the total price set out in the Project Schedule as matches the proportion of the Services provided;
 - 10.3.4 on receipt of cleared funds for all outstanding sums owed by the Client to Attic Rush, and on the Client paying all of Attic Rush's reasonable costs incurred in doing so, Attic Rush shall provide all reasonable assistance requested by the Client in order for them to identify an alternative service provider and to transfer any service provision to such new provider, including the provision by Attic Rush to the Client of any of the Client's software or materials;
 - 10.3.5 unless otherwise agreed in writing, any and all licences granted by Attic Rush to the Client shall be terminated with immediate effect.
- 11 Intellectual Property**
- 11.1 Attic Rush gives the Client all design rights to any website or other materials produced as part of the Services but retains development rights of any code or imagery used.
 - 11.2 Attic Rush will not be held liable for any civil or criminal liability resulting from the unauthorised use of copyrighted material, trademarks or any other intellectual property rights (whether registered or unregistered and wheresoever existing and valid) provided by the Client to Attic Rush for use in the provision of the Services and the Client.
 - 11.3 The Clients must ensure that any content provided for use in relation to the Services does not infringe any intellectual property rights and shall indemnify Attic Rush against any claim or action in relation to Attic Rush's use of any content provided by the Client, including but not limited all reasonable legal costs.

12	Limitation of Liability
12.1	Attic Rush's liability under or in connection with any Agreement shall be limited in aggregate to £250,000, or the total project value if this is lower than £250,000.
12.2	This limit shall apply however that liability arises, including, without limitation, a liability arising by breach of contract, arising by tort (including, without limitation, the tort of negligence or arising by breach of statutory duty).
12.3	If any third party's negligence contributed to any loss then Attic Rush shall only be liable to the proportion of the loss directly attributable to Attic Rush.
12.4	This condition shall not exclude or limit Attic Rush's liability for:
12.4.1	death or personal injury caused by Attic Rush's negligence; or
12.4.2	fraud or fraudulent misrepresentation;
12.4.3	any other matter for which Attic Rush cannot lawfully exclude liability.
12.5	Except as expressly stated in these Conditions, in so far as it is lawful to do so, all warranties and conditions, express or implied, statutory or otherwise, are hereby expressly excluded.
12.6	Attic Rush shall not be held liable for any loss of profits, revenue, contracts or any other direct or indirect loss resulting from the Services.
12.7	Attic Rush shall not be held liable for any loss resulting from any failure to meet any deadline specified in the Project Schedule unless:
12.7.1	the Project Schedule expressly and specifically states that time is of the essence in respect of that specific deadline; and
12.7.2	no action or inaction of the Client or any third party has contributed to the failure to meet the deadline.
13	Indemnity
13.1	The Client shall indemnify Attic Rush against all damages, costs, claims and expenses suffered by the Attic Rush arising directly or indirectly from any actions of the Client, its agents, employees or representatives including but not limited to:
13.1.1	loss or damage to any physical equipment;
13.1.2	loss or damage to any electronic information or content due to the provision of electronic files or disks; and
13.1.3	infringement of Attic Rush's Intellectual Property Rights.

14 Events outside our control

- 14.1 In this clause a '**Force Majeure Event**' means any circumstance not within a party's reasonable control including, but without limitation:
- 14.1.1 'Acts of God', flood, drought, earthquake or other natural disaster.
- 14.1.2 Epidemic or pandemic.
- 14.1.3 Terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations.
- 14.1.4 Nuclear, chemical or biological contamination or sonic boom.
- 14.1.5 Any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent.
- 14.1.6 Collapse of buildings, fire, explosion or accident.
- 14.1.7 Any labour or trade dispute, strikes, industrial action or lockouts.
- 14.1.8 Non-performance by suppliers or subcontractors.
- 14.1.9 Interruption or failure of utility service.
- 14.2 Provided it has complied with clause 14.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (the **Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 14.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 14.4 The Affected Party shall:
- 14.4.1 As soon as reasonably practicable after the start of the Force Majeure Event, notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement.
- 14.4.2 use all reasonable commercial endeavors to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 14.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 60 days, the party not affected by the Force Majeure Event may terminate this agreement by giving 30 days' written notice to the Affected Party.

- 15 Confidentiality**
- 15.1 In this clause '**Confidential Information**' means all information, whether technical or commercial (including all specifications, drawings and designs, disclosed in writing, on disc, orally or by inspection of documents or pursuant to discussions between the parties), where the information is:
- 15.1.1 identified as confidential at the time of disclosure; or
- 15.1.2 ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.
- 15.2 Each party shall protect the Confidential Information of the other party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.
- 15.3 Confidential Information may be disclosed by the receiving party to its employees, affiliates and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information received.
- 15.4 The obligations set out in this clause 15 shall not apply to Confidential Information that the receiving party can demonstrate:
- 15.4.1 is or has become publicly known other than through breach of this clause 15; or
- 15.4.2 was in the possession of the receiving party prior to disclosure by the other party; or
- 15.4.3 was received by the receiving party from an independent third party who has full right of disclosure; or
- 15.4.4 was independently developed by the receiving party; or
- 15.4.5 was required to be disclosed by a governmental authority, provided that the party subject to such requirement to disclose gives the other party prompt written notice of the requirement.
- 15.5 The obligations of confidentiality in this condition 15 shall not be affected by the expiry or termination of this agreement.
- 16 Data Protection - Interpretation**
- 16.1 For the purposes of this Agreement the following terms shall have the meanings given to them in the Data Protection Legislation:
- 16.1.1 Controller;
- 16.1.2 Data Subject;
- 16.1.3 Personal Data;
- 16.1.4 Personal Data Breach;
- 16.1.5 Processing.
- 16.2 '**Commissioner**' mean the Information Commissioner as set out in section 114 of the Data Protection Act 2018.
- 16.3 **Standard Contractual Clauses** or **SCCs** means:
- 16.3.1 the Information Commissioners Office's International Data Transfer Agreement for the transfer of personal data from the UK; and/or
- 16.3.2 the Information Commissioners Office's International Data Transfer Addendum to EU Commission Standard Contractual Clauses; and/or
- 16.3.3 the European Commission's Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 as set out in the Annex to Commission Implementing Decision (EU) 2021/914; and/or
- 16.3.4 the European Commission's Standard Contractual Clauses for the transfer of Personal Data from the European Union to processors established in third countries (controller-to-processor transfers), as set out in the Annex to Commission Decision 2010/87/EU as adapted for the UK or such alternative clauses as may be approved by the European Commission or by the UK from time to time.
- 17 Data Protection - Data types and processing purposes**
- 17.1 Both parties agree and acknowledge that for the purpose of the Data Protection Legislation:
- 17.1.1 the Client is the controller and Attic Rush is the processor.
- 17.1.2 the Client retains control of the Personal Data and remains responsible for its compliance obligations under the applicable Data Protection Legislation, including but not limited to providing any required notices and obtaining any required consents, and for the written processing instructions it gives to Attic Rush.
- 18 Data Protection – Attic Rush's obligations**
- 18.1 Attic Rush will only process the Personal Data to the extent, and in such a manner, as is necessary for the provision of the Services.
- 18.2 Attic Rush will not process the Personal Data for any other purpose or in a way that does not comply with the Data Protection Legislation.
- 18.3 Attic Rush must promptly notify the Client if, in its opinion, the Client's instructions do not comply with the Data Protection Legislation.
- 18.4 Attic Rush must comply promptly with any Client written instructions requiring Attic Rush to amend, transfer, delete or otherwise process the

- Personal Data, or to stop, mitigate or remedy any unauthorised processing.
- 18.5 Attic Rush will maintain the confidentiality of the Personal Data and will not disclose the Personal Data to third parties unless the Client specifically authorises the disclosure, or as required by domestic law, court or regulator (including the Commissioner). If a domestic law, court or regulator (including the Commissioner) requires Attic Rush to process or disclose the Personal Data to a third party, Attic Rush must first inform the Client of such legal or regulatory requirement and give the Client an opportunity to object or challenge the requirement, unless the domestic law prohibits the giving of such notice.
- 18.6 Attic Rush will reasonably assist the Client, at no additional cost to the Client, with meeting the Client's compliance obligations under the Data Protection Legislation, taking into account the nature of Attic Rush's processing and the information available to Attic Rush, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with the Commissioner or other relevant regulator under the Data Protection Legislation.
- 18.7 Unless otherwise agreed in writing, Attic Rush will not collect Personal Data for the Client.
- 19 Data Protection – Attic Rush's employees**
- Attic Rush will ensure that all of its employees:
- 19.1 are informed of the confidential nature of the Personal Data and are bound by confidentiality obligations and use restrictions in respect of the Personal Data;
- 19.2 have undertaken training on the Data Protection Legislation relating to handling Personal Data and how it applies to their particular duties; and
- 19.3 are aware both of Attic Rush's duties and their personal duties and obligations under the Data Protection Legislation and this Schedule.
- 20 Data Protection - Security**
- 20.1 Attic Rush must at all times implement appropriate and reasonable technical and organisational measures against unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data.
- 20.2 The Client acknowledges that, at the date of the Agreement, the Client has taken appropriate measures to assess Attic Rush's security measures and considers them to be appropriate and reasonable.
- 21 Data Protection - Personal Data Breach**
- 21.1 Attic Rush will, without undue delay, notify the Client if it becomes aware of:
- 21.1.1 the loss, unintended destruction or damage, corruption, or unusability of part or all of the Personal Data.
- 21.1.2 any accidental, unauthorised or unlawful processing of the Personal Data; or
- 21.1.3 any Personal Data Breach.
- 21.2 Where Attic Rush becomes aware of any instances subject to 21.1.1, 21.1.2 or 21.1.3, above, it shall, without undue delay, also provide the Client with the following information:
- 21.2.1 description of the nature of 21.1.1, 21.1.2 or 21.1.3, including the categories of in-scope Personal Data and approximate number of both Data Subjects and the Personal Data records concerned;
- 21.2.2 the likely consequences; and
- 21.2.3 a description of the measures taken or proposed to be taken to address 21.1.1, 21.1.2 or 21.1.3, including measures to mitigate its possible adverse effects.
- 21.3 Following any accidental, unauthorised or unlawful Personal Data processing or Personal Data Breach, the parties will co-ordinate with each other to investigate the matter. Further, Attic Rush will reasonably co-operate with the Client at no additional cost to the Client, in the Client's handling of the matter, including but not limited to:
- 21.3.1 assisting with any investigation;
- 21.3.2 providing the Client with physical access to any facilities and operations affected;
- 21.3.3 facilitating interviews with Attic Rush's employees, former employees and others involved in the matter including, but not limited to, its officers and directors;
- 21.3.4 making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Client; and
- 21.3.5 taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or accidental, unauthorised or unlawful Personal Data processing.
- 21.4 Attic Rush will not inform any third party of any accidental, unauthorised or unlawful processing of all or part of the Personal Data and/or a Personal Data Breach without first obtaining the Client's written consent, except when required to do so by domestic law.
- 21.5 Attic Rush agrees that the Client has the sole right to determine:

- 21.5.1 whether to provide notice of the accidental, unauthorised or unlawful processing and/or the Personal Data Breach to any Data Subjects, the Commissioner, other in-scope regulators, law enforcement agencies or others, as required by law or regulation or in the Client's discretion, including the contents and delivery method of the notice; and
- 21.5.2 whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.
- 22 Data Protection - Cross-border transfers of personal data**
- 22.1 Attic Rush must not transfer or otherwise process the Personal Data outside the European Economic Area (**EEA**) without obtaining the Client's prior written consent.
- 22.2 Where such consent is granted, Attic Rush may only process, or permit the processing, of the Personal Data outside the EEA under the following conditions:
- 22.2.1 Attic Rush is processing the Personal Data in a territory which is subject to adequacy regulations under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals.; or
- 22.2.2 Attic Rush participates in a valid cross-border transfer mechanism under the Data Protection Legislation, for example, the Standard Contractual Clauses, so that Attic Rush (and, where appropriate, the Client) can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Article 46 of the UK GDPR and EU GDPR; or
- 22.2.3 the transfer otherwise complies with the Data Protection Legislation.
- 23 Data Protection - Complaints, data requests and third-party rights**
- 23.1 Attic Rush must, at no additional cost to the Client, take such technical and organisational measures as may be appropriate, and promptly provide such information to the Client as the Client may reasonably require, to enable the Client to comply with:
- 23.1.1 the rights of Data Subjects under the Data Protection Legislation, including subject access rights, the rights to rectify, port and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and
- 23.1.2 information or assessment notices served on the Client by the Commissioner or other relevant regulator under the Data Protection Legislation.
- 23.2 Attic Rush must notify the Client as soon as reasonably practical in writing if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation.
- 23.3 Attic Rush must notify the Client within three Business Days if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their other rights under the Data Protection Legislation.
- 23.4 Attic Rush will give the Client, at no additional cost to the Client, its full co-operation and assistance in responding to any complaint, notice, communication or Data Subject request.
- 23.5 Attic Rush must not disclose the Personal Data to any Data Subject or to a third party other than in accordance with the Client's written instructions, or as required by domestic law.
- 24 Data Protection - Termination**
- If a change in any Data Protection Legislation prevents either party from fulfilling all or part of its obligations, the parties may agree to suspend the processing of the Personal Data until that processing complies with the new requirements. If the parties are unable to bring the Personal Data processing into compliance with the Data Protection Legislation within 60 days, either party may terminate their engagement on not less than 20 Business Days on written notice to the other party.
- 25 Data Protection - Data return and destruction**
- 25.1 At the Client's request, Attic Rush will give the Client, or a third party nominated in writing by the Client, a copy of or access to all or part of the Personal Data in its possession or control in the format and on the media reasonably specified by the Client.
- 25.2 On termination of their engagement for any reason, Attic Rush will securely delete or destroy or, if directed in writing by the Client, return and not retain, all or any of the Personal Data related to their engagement in its possession or control.
- 25.3 If any law, regulation, or government or regulatory body requires Attic Rush to retain any documents or materials or Personal Data that Attic Rush would otherwise be required to return or destroy, it will notify the Client in writing of that retention requirement, giving details of the documents, materials or Personal Data that it must retain, the legal basis for retention, and establishing a specific timeline for deletion or destruction once the retention requirement ends.
- 25.4 Attic Rush will certify in writing to the Client that it has destroyed the Personal Data within 10 Business Days after it completes the deletion or destruction.
- 26 Data Protection - Records**

- 26.1 Attic Rush will keep detailed, accurate and up-to-date written records regarding any processing of the Personal Data, including but not limited to, the access, control and security of the Personal Data, the processing purposes, categories of processing, any transfers of personal data to a third country and related safeguards, and a general description of the technical and organisational security measures referred to in clause 20.1 (**Records**).
- 26.2 Attic Rush will provide the Client with copies of the Records upon request.
- 27 Data Protection - Warranties**
- Attic Rush warrants that:
- 27.1 its employees, subcontractors, agents and any other person or persons accessing the Personal Data on its behalf are reliable and trustworthy and have received the required training on the Data Protection Legislation;
- 27.2 it and anyone operating on its behalf will process the Personal Data in compliance with the Data Protection Legislation and other laws, enactments, regulations, orders, standards and other similar instruments;
- 27.3 considering the current technology environment and implementation costs, it will take appropriate technical and organisational measures to prevent the unauthorised or unlawful processing of Personal Data and the accidental loss or destruction of, or damage to, Personal Data, and ensure a level of security appropriate to:
- 27.3.1 the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage;
- 27.3.2 the nature of the Personal Data protected; and
- 27.3.3 comply with all applicable Data Protection Legislation and its information and security policies, including the security measures required in clause 20.1.
- 27.4 The Client warrants that Attic Rush's expected use of the Personal Data for the Business Purposes and as specifically instructed by the Client will comply with the Data Protection Legislation.
- 28 Notices**
- 28.1 A notice given under this agreement:
- 28.1.1 shall be in writing in the English language;
- 28.1.2 delivered personally; or
- 28.1.3 sent by fax or e-mail; or
- 28.1.4 sent by pre-paid first-class post, recorded delivery or registered post; or
- 28.1.5 (if the notice is to be served or post outside the country from which it is sent) sent by registered airmail.
- 28.2 Notices to Attic Rush shall be addressed to:
- Attic Rush
83 Cranbrook Road
Acomb
York
YO265 JQ
United Kingdom
andre@atticrush.com
- 28.3 A notice is deemed to have been received:
- 28.4 if delivered personally, at the time of delivery; or
- 28.5 in the case of fax or e-mail, at the time of transmission, provided a confirmatory copy is sent by first-class pre-paid post or by personal delivery before the end of the next Business Day; or
- 28.6 in the case of pre-paid first class post, recorded delivery or registered post, 48 hours from the date of posting; or
- 28.7 in the case of registered airmail, five days from the date of posting; or
- 28.8 if deemed receipt under the previous paragraphs of this clause 28.3 is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a Business Day), when business next starts in the place of receipt.
- 28.9 To prove service, it is sufficient to prove that the notice was transmitted by fax to the correct fax number or e-mail address of the relevant party or, in the case of post, that the envelope containing the notice was properly addressed and posted.
- 29 Publicity**
- All media releases, public announcements and public disclosures by either party relating to this Agreement or its subject matter, including promotional or marketing material, shall be co-ordinated with the other party and approved jointly by the parties in writing prior to release.
- 30 Assignment**
- 30.1 Attic Rush may, on written notice to the Client, assign or transfer its rights and obligations under any Agreement.
- 30.2 The Client may not assign or transfer all or any part of the benefit of, or its rights and benefits under, or liabilities or obligations under any Agreement without the express prior written consent of Attic Rush.
- 31 Entire agreement**

- 31.1 This Agreement, including the Project Schedule and associated documents, constitutes the entire agreement between the parties and supersedes and replaces any and all prior agreements, understandings or arrangements between the parties, whether oral or in writing, with respect to the same.
- 31.2 No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement.
- 31.3 Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Agreement (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in this Agreement.
- 32 Third party rights**
- This Agreement is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person.
- 33 Variation and waiver**
- 33.1 A variation of this Agreement shall be in writing and signed by or on behalf of both parties.
- 33.2 A waiver of any right under this agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. No waiver shall be implied by taking or failing to take any other action.
- 33.3 Unless specifically provided otherwise, rights arising under these Terms and Conditions are cumulative and do not exclude rights provided by law.
- 34 Severance**
- 34.1 If any condition (or part of a condition) of these Terms and Conditions is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other conditions shall remain in force.
- 34.2 If any invalid, unenforceable or illegal condition would be valid, enforceable or legal if some part of it were deleted, the condition shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 35 Governing law and jurisdiction**
- 35.1 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England.
- 35.2 The parties irrevocably agree that any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) shall be settled by either the courts of England and Wales or the courts of the jurisdiction in which the Client is domiciled.
- 35.3 Attic Rush shall be entitled to seek judgement and enforce judgement against the Client in any jurisdiction in which it reasonably believes the Client to hold assets.