

Raconteur Terms and Conditions – Version January 2024

1. Overview

These are the Terms and Conditions (“Conditions”) referred to in an Order Form, for Raconteur to provide the Client with Services. These Conditions may be supplemented by individual product terms applicable to the provision of specific Products and/or Services by Raconteur. In the event of a conflict between (i) Conditions and (ii) an Order Form the order of precedence shall be these Conditions then the Order Form unless expressly stated otherwise. The Conditions apply to the Contract to the exclusion of any other terms that the Client may seek to impose or incorporate, which are implied by trade, custom, practice or course of dealing and supersedes any pre-printed or referenced terms on a purchase order or other Client documentation, which shall have no effect.

2. Definitions

Charges: the charges payable by the Client for the Services as more particularly set out in an Order Form

Confidential Information: is (i) business or technical information, including designs, marketing plans, business opportunities, personnel, research, know-how (ii) information designated by the disclosing party as “confidential” or “proprietary” or which, under the circumstances taken as a whole, would reasonably be deemed to be confidential. Confidential Information shall not include information which: (i) is or becomes generally available to the public other than as a result of wrongful disclosure by the receiving party; (ii) is or becomes available to the receiving party on a non-confidential basis from a third party that rightfully possesses the Confidential Information and has the legal right to make such disclosure; or (iii) is developed independently by the receiving party without use of any of disclosing party’s Confidential Information and by persons without access to such Confidential Information.

Contract: the contract between the Client and Raconteur for the supply of Services made up of an Order Form, Product Terms and these Conditions, together with any addendums or amendments agreed between the parties.

Client: the person or firm placing an order for Services from Raconteur as more particularly set out in an Order Form.

Client Material: any material provided by the Client to Raconteur including content that is authored by the Client, an employee of the Client’s, or a third party agency or employee on the Client behalf or under the Client’s direction

Conditions: these Conditions as amended from time to time.

Deliverables: outputs to be delivered to the Client by Raconteur as more particularly set out in an Order Form.

Force Majeure Event: circumstances beyond a party’s reasonable control, including industrial disputes, government restrictions or energy or transport failures, acts of God, war, terrorism, civil unrest, explosions, mechanical breakdown, natural disasters, deliberate damage, or failures of suppliers or sub-contractors to do what they are contracted to do.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, 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

Order Form: the written Order Form executed by the parties which details an order including, but not to the exclusion of anything else, the Services and Deliverables

Prohibited Content: Client Material may not: (i) be defamatory, obscene, indecent, pornographic, libelous, threatening, harassing, false, misleading or inaccurate; (ii) contain or cause to be placed on Raconteur.net or other third party’s systems any Trojan horses, worms, viruses or programming routines intended to interfere, damage, corrupt, surreptitiously intercept or expropriate any system, data or personal information; (iii) violate any applicable law including privacy laws and privacy standards.

Raconteur: Raconteur Media Limited with registered office located at Portsoken House, 155 – 157 Minories, London, EC39 1LJ

Raconteur Content Licencing Guidelines: the guidelines which set out the use of Raconteur owned content (current version [located here](#))

Representatives: employees, officers or representatives, subcontractors or advisors of a party.

Services: the services supplied by the Supplier to the Client as set out in an Order Form.

Specification: the description or specification for the Services as more particularly set out in an Order Form.

3. The Contract

3.1 An Order Form is the Client’s offer to buy the Services from Raconteur in accordance with these Conditions.

3.2 When Raconteur executes an Order Form, this is Raconteur’s acceptance and the Client has a binding contract with Raconteur.

3.3 If Raconteur has given the Client a quotation for the Services, it may only be valid for 20 working days from its issue date, and it is Raconteur’s sole decision as to whether the quotation must be reissued or terminated. It is not an offer to supply the Services to the Client.

3.4 If either party needs to give the other a notice under the Contract (“**Notice**”), the Notice must be given properly to be effective, in accordance with clause 11.7.

4. The Services

4.1 Raconteur will supply the Services to the Client in accordance with the Specification in all material respects.

4.2 Raconteur warrants to the Client that the Services shall be provided using its reasonable skill and care. Any warranties or terms which are implied into the Contract by any law are excluded to the extent that they are able to be excluded.

4.3 Where performance dates have been included in an Order Form, Raconteur shall use its reasonable endeavours to meet any such dates. However, such dates are estimated dates only and time shall not be of the essence for the performance of the Services.

4.4 Where Services included publication in third party print editions (such as News UK properties), Raconteur shall not be liable (i) for any inconsistencies or errors in content which occur in such third party print editions nor (ii) the page positions and locations of advertisements in such third party print editions.

4.5 Raconteur reserves the right to change the Services if necessary to comply with any applicable law or regulatory requirement, or if the changes do not affect the nature and quality of the Services. If Raconteur decides to make a change, Raconteur will inform the Client in a Notice, within a reasonable period of time prior to the change.

4.6 In the event that the Client wishes to change the scope of the Services, the Client may request an addendum to an Order Form which, if accepted by Raconteur, will be issued to the Client and will be deemed to supersede and replace the original Order Form. Raconteur reserves the right to amend any Charges associated with the Services as a result of the change to the Services, and this will be reflected in the addendum to an Order Form.

4.7 The Contract shall, unless it has been terminated in accordance with the provisions set out in these Conditions, continue until the earlier of (i) the date the Deliverables are provided or (ii) where a term is stated in an Order Form, the end of that term; at which time it shall automatically terminate.

5. Client Obligations

5.1 The Client must do the following things:

5.1.1 ensure that the terms of an Order Form are accurate and complete.

5.1.2 co-operate with Raconteur and provide Raconteur with the required inputs so that the Services can be delivered including:

- (a) providing any required inputs in a timely manner;
- (b) providing Raconteur access to the relevant employees or participants. Where such employees are required to attend Raconteur locations, such employees shall be required to abide by Raconteur's reasonable policies in place from time to time and which the Client shall be informed in advance;
- (c) providing Raconteur access to the Client premises and facilities, where required, and ensure that any Raconteur documents and property are kept safe whilst at the Client premises or facilities;
- (d) provide Raconteur with any information or materials including Client Material (if required) and ensure that this information is accurate, complete and that it does not contain any Prohibited Content

5.1.3 obtain prior to the commencement of the Services and maintain any licences, and permission needed for Raconteur to supply the Services;

5.1.4 observe all health and safety rules and regulations and any other reasonable security requirements that apply at Raconteur's premises from time to time and that have been communicated to it.

5.1.5 indemnify Raconteur against any third party claims arising directly or indirectly from the Client Material including any breach of any third party Intellectual Property Rights therein.

5.2 If Raconteur's performance of its obligations under the Contract is prevented or delayed by any act, omission or failure on the Client part (for example by causing delay, or because of the Client's omission or failure to provide any required inputs), Raconteur can, at its own discretion, terminate or suspend the supply of Services until the Client have rectified the issue (at the Client own cost). The Client will also pay Raconteur for any costs or losses the Client have caused Raconteur. Raconteur will not be responsible for any costs or losses caused to the Client, whether indirect or direct. Further, in Order Form to reflect the activities undertaken by Raconteur in anticipation of the completion of the Services, in Raconteur's discretion, the Client may be invoiced for the full cost of the Services.

6. Charges and Payment

6.1 The Client will be invoiced 100% of the Charges on the signing date of the Order Form, unless expressly stated otherwise in the Order Form.

6.2 The Client shall pay Raconteur all Charges stated on the Order Form within 10 days of the date of invoice, unless expressly stated otherwise in an Order Form.

6.3 Where the Client have paid a deposit for the Services, such deposit shall be non-refundable.

6.4 Raconteur shall be entitled to charge the Client for any reasonable expenses that Raconteur incurs or incurred in supplying the Services or in anticipation of supplying the Services or any party thereof (for example, travel, accommodation costs, subsistence and any associated expenses, accommodation, materials and third party costs incurred in the delivery of the Services).

6.5 Amounts stated in an Order Form are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made by Raconteur to the Client, the Client shall, on receipt of a valid VAT invoice from Raconteur, pay to Raconteur such additional amounts in respect of VAT as are chargeable on the Services. Time for payment shall be of the essence of the Contract.

6.6 If the Client fails to pay on time, Raconteur may charge the Client interest at 8 per cent per annum above the base rate of the Bank of England from time to time from the due date until the Client make payment, and this rate applies before or after any court judgment in Raconteur's favour on the debt. The interest will be earned daily and the Client must pay it all with the overdue amount.

6.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim deduction or credit or counterclaim in relation to money which the Client think Raconteur owes to the Client unless the law allows it.

6.8 Where the Services are subject to the Client providing any information or engaging with Raconteur, failure or delay in providing such information or engagement shall not permit the Client to withhold or delay the payment of any Charges.

7. Intellectual Property and Licencing

7.1 Apart from any third party software, Raconteur owns and will continue to own all Intellectual Property Rights arising from the Services and the Deliverables. Raconteur may grant licences to any third party, not only to the Client.

7.2 Raconteur hereby grants the Client a non-exclusive, non-transferable, royalty-free, perpetual licence to use the Deliverables for the purposes of this Contract. This clause 7.2 excludes source files of Raconteur, and Raconteur reserves the right to charge a fee for such source files.

7.3 Further, where applicable, Raconteur content and the underlying Intellectual Property Rights therein may be used in accordance with the Raconteur Content Licencing Guidelines.

7.4 The Client's use of Intellectual Property Rights owned by someone else depends upon Raconteur obtaining a licence from the owner for the Client to use those rights.

7.5 The Client grants to Raconteur a royalty-free, non-exclusive, royalty free, non-transferable, perpetual licence to copy and modify any Client Materials and any of the Intellectual Property Rights contained therein provided by the Client to Raconteur for the purposes of providing the Services and Deliverables.

7.6 The Client will not, directly or indirectly (i) misappropriate or infringe Raconteur's Intellectual Property Rights or those Intellectual Property Rights of a third party (ii) use the Services or Deliverables for purposes of third party or for the benefit of a third party (iii) use the Services or Deliverables for the purposes of developing, directly or indirectly, a product or service which is competitive with the Services.

7.7 Client shall notify Raconteur promptly on becoming aware of any unauthorised use by any third party of any Raconteur Intellectual Property Rights

7.7 Raconteur shall indemnify, hold harmless and defend the Client against any third party claims or action asserted against the Client and arising out of the Client's use of the Raconteur Intellectual Property Rights in the Deliverables as authorized herein ("Claim"). This indemnification obligation is conditional upon: (i) notice by the Client to Raconteur of any Claim for which indemnity is claimed within five (5) days of the Client receiving notice of such claim; (ii) complete control of the defence and settlement of the Claim by Raconteur; and (iii) reasonable cooperation by the Client in the defence as Raconteur may request. The Client has the right to participate in the defence against the indemnified Claims with representation of the Client's choice and at the Client own expense but may not confess judgment, admit liability or take any other actions prejudicial to the defence. Further, the Client may not settle an indemnified Claim unless such settlement includes an unconditional release of Raconteur from all liability on all indemnities Claims, or the other party gives its prior written consent, which shall not be unreasonably withheld.

8. Confidentiality

8.1 Raconteur and the Client each agree not to use any Confidential Information of the other party for any purpose other than as necessary to perform its obligations under the Contract.

8.2 Neither receiving party will disclose any Confidential Information of the disclosing party to any third party without the prior written consent of the disclosing party, except (i) where such disclosure is necessary for the performance of the receiving party's obligations under the Contract (e.g to its Representatives who need to know) ; or (ii) as may be required by laws (provided that the party obligated to make the disclosure shall give the other party advance notice of such requirement to the extent legally permitted). Each receiving party shall be responsible for compliance with this section by its Representatives and shall obtain the agreement by each Representative to keep the Confidential Information of the disclosing party confidential and to use it solely as required for the performance of the receiving party's obligations hereunder.

9. Termination and Suspension

9.1 Without affecting any other rights or remedy available, either party may send a Notice to the other party to terminate the Contract with immediate effect if:

9.1.1 the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy the breach within 14 days of the party being notified in writing to do so;

9.1.2 the other party takes any action or step in connection with its entering administration, provisional liquidation or any composition or arrangement (other than a solvent restructuring) being wound up (whether voluntarily or by a court order, unless for the purpose of solvent restructuring) , having a receiver appointed to any of its assets or cease carry on business or any equivalent action in an alternative jurisdiction

9.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or part of its business; or

9.1.4 the other party's financial position deteriorates to such an extent that the in the terminating party's option the other party's capability in fulfilling its obligations under the Contract is compromised.

9.2 Without affecting any other right or remedy available to it, Raconteur may terminate the Contract with immediate effect by giving Notice to the Client if:

9.2.1 the Client fails to pay any amount due under the Contract on the due date of payment to it, or

9.2.2 (if an individual) the Client dies or loses physical or mental capacity.

9.3 Without affecting any other right or remedy available to it, Raconteur may suspend the supply of Services if:

9.3.1 the Client become subject to any of the events listed in clause 9.1.3 or 9.1.4. above or the Raconteur reasonably believes that the Client are about to become subject to any of them; and

9.3.2 Raconteur reasonably believes that the Client is about to become subject to any of the events listed in clause 9.1.2

9.3.3 the Client fails to comply with section 5.1.2.

9.4 Upon termination of the Contract for any reason:

9.4.1 the Client shall immediately pay to Raconteur all of Raconteur's outstanding invoices and interest and, in respect for Services supplied but where an invoice has not been submitted, Raconteur will submit an invoice, which is payable by the Client immediately upon receipt.

9.3.2 the Client shall return all of Raconteur's property and materials, and any Deliverables not yet paid for. Any accrued rights, remedies, obligations or liabilities shall not be affected by termination, including the right to damages for breach of the Contract which existed at or before the date of termination or expiry.

10. Liability Limitations

10.1 To the maximum extent permitted under applicable law, in no event shall either party be liable for any indirect, special, incidental, punitive or consequential loss or damages in connection with the Contract including without limitation loss of revenue, profits or anticipated profits, data, lost business or lost sales or any other matter relating to the Services.

10.2 Except for (i) death or personal injury caused by negligence (ii) fraud or fraudulent misrepresentation (iii) gross negligence or willful misconduct (iv) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) (iv) any indemnity provided by one party to another or other liability which cannot be limited or excluded by applicable law, in no event shall the total liability of one party to the other for any and all damages, losses and causes of action (whether in contract or tort, including negligence) under the Contract or the Services exceed in the aggregate the total Charges received or payable to Raconteur in the twelve months immediately preceding the event giving rise to the liability.

10.3 Neither party will be liable to the other for any failure to perform, or delay in the performance of, any obligation under this Agreement caused by a Force Majeure Event.

11. General

11.1 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.

- 11.2 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.
- 11.3 Raconteur may assign, transfer, charge or sub-contract its rights and obligations under the Contract, but the Client may not do any of these things unless Raconteur has previously agreed in writing that the Client can.
- 11.4 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.
- 11.5 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party
- 11.6 Changes to the Contract shall only be effective if made in writing and signed by the parties.
- 11.7 If either party wishes to give a Notice to the other under the Contract, the party must give it in writing and either email it, deliver it or send it by first class post to the other's registered office (or another address specifically given to the sender for this purpose). Delivery by post will be regarded as completed by 9:00 am on the second day after posting. Delivery by email will be regarded as completed at the time of transmission. This arrangement does not apply to the service of any documents in legal proceedings.
- 11.8 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 in exercising a right or remedy under provided under the Contract will not constitute a waiver of that or any other right or remedy, nor shall it prevent it 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
- 11.9 Each party in performing its respective obligations under the Contract, shall comply with (i) all applicable anti-slavery and human trafficking laws including but not limited to the Modern Slavery Act 2015, (ii) all applicable anti-bribery and corruption laws including the Bribery Act 2010.
- 11.10 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 the Contract.
- 11.11 During Raconteur's provision of the Services as described in the Order Form and for a period of (6) six months after the provision of the Services or termination or expiration of this Contract, whichever occurs later, neither You nor Raconteur will solicit or entice away any employees of the other party or its affiliates who directly participated in the Services being performed under the Order Form. For the purpose of this clause "solicit" does not include contact resulting from indirect means such as public advertisement, placement firm searches or similar means not directed specifically at the employee to which the employee responds on their own initiative, nor shall it include contacts initiated by the employee
- 11.12 Any dispute shall not affect the parties' ongoing obligations under the Contract.
- 11.13 The parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to the Contract or any breach of it.
- 11.14 Those clauses which, by their nature, are intended to continue to have effect following termination or expiry of the Contract shall survive and continue to bind the Parties
- 11.14 The Contract is governed by English law and the courts of England and Wales will have the exclusive right to deal with any disputes arising from it.

12. Data Protection

- 12.1 The parties agree that the provisions of this clause 12 shall apply where the parties process any Shared Personal Data and/or the Client and/or Raconteur process any other personal data in connection with the performance of the Contract.
- 12.2 The Following definitions shall apply to this clause 12:
Agreed Purposes: means the processing necessary for the performance of the Contract as identified herein;
Applicable Data Protection Laws: means to the extent that each applies either (i) General Data Protection Regulation ((EU) 2016/679) (EU GDPR) or (ii) UK GDPR (as defined in the UK Data Protection Act 2018) and the Data Protection Act 2018; and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time and any and other applicable privacy laws;
Controller, data subject, personal data, personal data breach, processor and processing: are as defined in the Applicable Data Protection Laws (and **process** and **processing** shall be construed accordingly);
Permitted Recipients: means the parties to the Contract and (as necessary) the employees, personnel and advisers of each party and third parties engaged to perform obligations in connection with the Contract
Shared Personal Data: means the personal data to be shared between the parties as necessary for the performance of the Contract as identified herein.

Processing by Controller

- 12.3 Where the parties process:
12.3.1 any Shared Personal Data as independent controllers; and/or
12.3.2 any other personal data as data controllers;
in connection with the performance of the Contract the provisions of clauses 12.3 to 12.6 (inclusive) shall apply.
- 12.4 Each party shall comply with all applicable controller obligations under the Applicable Data Protection Law and shall provide assistance in respect of the other's compliance with such obligations, in particular in relation to the Shared Personal Data, where reasonable and permitted by Applicable Data Protection Law including notification of and consultation and co-operation with the other party over fair processing notices for, and where necessary consents and compliance with rights requests from data subjects, as well as responses to any actual or suspected personal data breach and any contact with or from any supervisory authorities or regulators.
- 12.5 When disclosing any Shared Personal Data to the other party, the disclosing party shall ensure that it has compliant fair processing notices, and where necessary consents, in place to enable the lawful transfer to and processing (including any onward transfer) by the other party and the Permitted Recipients of the Shared Personal Data for the Agreed Purposes.
- 12.6 Without limitation of the above, when receiving any Shared Personal Data from the other party, the receiving party shall:
12.6.1 process, and procure that Permitted Recipients process, the Shared Personal Data only for the Agreed Purposes;
12.6.2 not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients except as permitted by the Applicable Data Protection Law;

- 12.6.3 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 the Contract;
- 12.6.4 ensure that it has in place appropriate technical and organizational security measures, in accordance with the Data Protection Law; and
- 12.6.5 not transfer any Shared Personal Data outside the European Union or the United Kingdom (as applicable) unless the transfer is to a country approved by the European Commission or the United Kingdom (as applicable) or there are appropriate safeguards in place or an applicable derogation for a specific situation, as provided for under the Applicable Data Protection Law.

Processing by Processor

- 12.7 Where either party processes any Shared Personal Data as data processor (the **Processor**) acting on behalf of the other party as data controller (the **Controller**), in connection with the performance of the Contract the provisions of clauses 12.7 to 12.11 (inclusive) shall apply.
- 12.8 The Controller shall ensure that it has compliant fair processing notices, and where necessary consents, in place to enable the lawful transfer to and processing by the Processor of the Shared Personal Data for the Agreed Purposes.
- 12.9 The Processor shall in relation to the Shared Personal Data processed by it in connection with the performance of the Contract:
 - 12.9.1 process the Shared Personal Data only on the written and lawful instructions of the Controller (unless the Processor is required by the Applicable Data Protection Law to process the Shared Personal Data in which case it shall promptly notify the Controller before doing so unless prevented by the Applicable Data Protection Law);
 - 12.9.2 ensure that all personnel who have access to and/or process the Shared Personal Data are obliged to keep the Shared Personal Data confidential;
 - 12.9.3 ensure that it has in place appropriate technical and organisational security measures as required by the Applicable Data Protection Law;
 - 12.9.4 be generally authorized to appoint third party sub-processors on terms which are substantially similar to those set out here including any sub-processors identified in the Contract;
 - 12.9.5 assist the Controller in responding to any request from a data subject and in ensuring compliance with the Controller's obligations under the Applicable Data Protection Law with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 12.9.6 notify the Controller without undue delay on becoming aware of a personal data breach and assist the Controller with its Applicable Data Protection Law obligations in respect thereof taking into account the nature of the processing and information available to it;
 - 12.9.7 at the written direction of the Controller, delete or return the Shared Personal Data and copies thereof to the Controller on termination of the Contract unless required by the Applicable Data Protection Law to store the Shared Personal Data; and
 - 12.9.8 maintain complete and accurate records and information to demonstrate its compliance with the above and allow for audits by the Controller or the Controller's designated auditor.
- 12.10 The Processor shall not transfer any Shared Personal Data outside the European Union or the United Kingdom (as applicable) without the prior approval of the Controller.
- 12.11 In respect of the Shared Personal Data:
 - 12.11.1 the scope, nature, purpose and duration of processing;
 - 12.11.2 the types of personal data and
 - 12.11.3 the categories of data subject;are as set out in this clause or in, or agreed under, the Contract.

13. Miscellaneous

- 13.1 Raconteur reserves the right to use the Deliverables produced for Clients in its own promotional material including, but not limited to, case studies on Raconteur's website. This right is only applicable to Deliverables published that are publicly and freely available, and does not apply to Deliverables produced for a Client that are not hosted on Raconteur's own business domains.