

# Terms of Business

**BIG HELPING**

Second Floor, Marmion House,  
3 Copenhagen Street, Worcester WR1 2HB  
Tel. +44 (0)1905 29890 Skype. bighelping  
[www.bighelping.com](http://www.bighelping.com)

Big Helping Ltd. Registered company in England & Wales No 7137665

## THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO CONDITION 9 LIMITATION OF LIABILITY

These terms and conditions ("**Conditions**") shall be incorporated in and govern the contract between (1) Big Helping Limited whose registered office is at 2 Wyevale Business Park Kings Acre Hereford HR4 7BS (Company No. 7137665) trading as Big Helping and (2) the Client, and apply to the exclusion of any other terms which the Client seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing.

### Definitions

"**Client**" shall mean the person or firm who (i) purchases the Service or Goods or both from Big Helping or (ii) requests Big Helping to provide a Pitch, Brief or Quotation

"**Contract**" means the contract between Big Helping and the Client for the supply of Services or Goods or both governed by these Conditions and the Order

"**Contract Price**" shall mean the price payable by the Client to Big Helping under the Contract as set out in the Order including without limitation the cost of any additional Goods or services provided to the Client under or in connection with the Contract

"**Final Design**" shall have the meaning set out in condition 5(d)

"**Goods**" shall mean any printed goods or digital goods of any kind on any medium supplied by Big Helping to the Client in accordance with the Contract

"**Intellectual Property Rights**" shall mean all rights in patents, ideas, rights to inventions, copyright and neighbouring and related rights and moral rights, design rights, rights in get up, goodwill and the right to sue for passing off, rights in computer software, trade marks, service marks, business names, domain names rights to use and all other intellectual property rights in all literary musical graphic and artistic work (including without limitation specifications, designs, drawings, illustrations, texts, scores, photographs, films and music whether stored or displayed physically or electronically and on whatever medium) and in each case whether registered or unregistered and including all applications for renewals or extensions of such rights and all similar or equivalent rights or forms or protection in any part of the world

"**Order**" the order placed by the Client by counter signing Big Helping's Quotation or any other written acceptance of the Quotation by the Client or other verbal or written request by the Client for Big Helping to start work

"**Quotation**" the written quotation given by Big Helping to the Client in its Pitch, Brief or otherwise setting out its cost proposals for providing the Service and Goods (as the case may be) and detailing any anticipated expenses and including different stages and options as to the level of Service and or Goods and different price options accordingly

"**Service**" shall mean the services to be provided to the Client in accordance with the Order plus any additional services or Goods requested by the Client during under or in connection with the Contract

"**Signed Off**" shall have the meaning given in condition 8(a) and "signing off" shall be construed accordingly

"**Specification**" shall mean the description or specification of the Service or Goods or both set out in the Order and where the Quotation contained different options the Client shall include the option or options it requires

## 1. Scope Of Contract

- (a) Big Helping provides brand consultancy and design advice and services relating to the packaging, marketing, advertising, promotion of the Client's goods and/or services and the Client's brand and corporate identity and:-
  - (i) will on request pitch for such work as the Client requests (a "**Pitch**") and/or
  - (ii) will on request from the Client provide such advice and work in accordance with a written brief ("**the Brief**")
- (b) In consideration of Big Helping having provided a Pitch and or a Brief, in the event of an unsuccessful Pitch or unaccepted Brief the Client undertakes that it will not use or disclose to any third party any ideas, designs, documents, concepts or information provided by Big Helping as part of the Pitch and or Brief ("**Pitch Material**") and will return all Pitch Material to Big Helping promptly on request from Big Helping. For the avoidance of doubt all and any Intellectual Property Rights in all and any Pitch Material shall remain at all times the absolute property of Big Helping.
- (c) If the Client shall have any complaint about the quality of any of the Service or Goods provided then it shall give written notice to Big Helping within 7 days of delivery of the Service or Goods. In the absence of such notification the Client shall be deemed to have accepted the supply.
- (d) The Order constitutes an offer by the Client to purchase the Service (and or where applicable Goods) in accordance with these Conditions. The Client shall ensure that the terms of the Order and any relevant Specification are complete and accurate including detailing which options (if any) set out in the Quotation are chosen by the Client.
- (e) If the Client wishes to accept a Quotation it shall provide Big Helping with an Order. The Order shall be subject to these conditions and shall only be deemed to be accepted by Big Helping when it issues a written acceptance or when it has started to provide the Service or Goods whichever happens first, at which point the Contract shall come into force.
- (f) The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Big Helping which is not set out in the Contract.
- (g) A Quotation given by Big Helping shall not constitute an offer.

## 2. Client's Obligations

- (a) The Client shall be solely responsible for providing Big Helping with all necessary information, including without limitation technical information and materials concerning its goods/services, the Service (including the scope of use required by the Client), the market and generally as Big Helping may reasonably require. Big Helping shall not be responsible for any shortcomings, omissions or errors in such information or materials. The Client accepts that its knowledge and experience in its industry sector and the manufacture processing and packaging of its own goods/services is vital in this regard.
- (b) The Client shall be responsible for obtaining, providing and maintaining in force all necessary permissions, licenses and consents which may be required for the provision of the Service before the date on which each is required unless Big Helping has expressly agreed in writing to do so.
- (c) The Client shall respond to any requests for information or materials or decision making by Big Helping promptly so as to avoid any delay in the Service or provision of Goods.
- (d) The Client shall be fully responsible for (i) approving all proofs, copy, search terms and graphics provided by Big Helping; and (ii) approving all colours by checking their pantone reference and the Client hereby

acknowledges that there can be significant colour variations between appearing on a screen and the final product once printed.

- (e) The Client shall be obliged as quickly as possible and within any agreed deadline to implement changes on its website, IT system or technical set up, or where otherwise required in order to implement or supply any part of the Service or Goods.
- (f) The Client shall promptly inform Big Helping of any changes to domain names, websites, technical set up and any other material information regarding the technical infrastructure which may affect delivery of the Service and or Goods.
- (g) Big Helping cannot guarantee that emails sent to it or its agents or representatives will be received and the Client is responsible for confirming that email instructions have been received by Big Helping.
- (h) Big Helping will accept and act upon instructions communicated to it by any means whatsoever by the Client and / or its representatives, agents or authorised persons and is not obliged to seek verification of such instructions or to verify that a Client's representative has authority to act or instruct Big Helping on the Client's behalf.

### **3. Delivery**

- (a) The delivery times of the Service stated by Big Helping are reasonable estimates only and time shall not be of the essence for the performance of the Service or supply of Goods unless agreed in writing by a director of Big Helping.
- (b) The Client recognises that for Big Helping to be able to perform the Service in a timely fashion and to endeavour to meet any proposed timetable, that the Client must respond to enquiries and deal promptly with the signing off and approval of materials, proofs, designs or proposals submitted to it. The Client acknowledges that if it fails to do this then Big Helping is unlikely to be able to perform the Service within any proposed timescale.
- (c) Big Helping warrants to the Client that it will provide the Service and any Goods with reasonable skill and care.
- (d) If Big Helping's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation under these Conditions (**"Client Default"**):
  - (i) without limiting or affecting any other right or remedy available to it, Big Helping shall have the right to suspend performance of the Contract until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays Big Helping's performance of any of its obligations;
  - (ii) Big Helping shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Big Helping's failure or delay to perform any of its obligations as set out in this condition 3(d); and
  - (iii) the Client shall reimburse Big Helping on written demand for any costs or losses sustained or incurred by Big Helping arising directly or indirectly from the Client Default.

### **4. Contract Price**

- a) The Contract Price includes, without limitation, studio costs and fees (plus additional charges for extras and modifications) and all reasonable subcontractor and general expenses (including materials, travelling and accommodation expenses courier fees and electronic costs but excluding photography or print costs the cost of

which will be advised separately) plus a handling charge on expenses of 20 % and is exclusive of VAT and any other duties.

- b) Big Helping reserves the right to charge for all its costs and expenses reasonably incurred in connection with the performance of the Service or supply of Goods even if such costs and expenses were not fully provided for or anticipated in the Pitch or Brief or Quotation. Big Helping shall endeavour to obtain the prior approval of the Client before any such additional costs and expenses are incurred whenever it is reasonable and practical to do so.
- c) Any Quotation shall remain valid for 3 months and is given in good faith and is an estimate only of the number of hours required by Big Helping to supply the Service and or the Goods as the case may be. The actual number of hours required may be more than estimated in which case Big Helping shall be entitled to charge the Client for the additional hours spent subject to Big Helping keeping the Client updated as to charges during the Contract and to advise the Client if it reasonably considers that the cost will be more than set out in the Quotation. . Any additional services or goods provided to the Client during the Contract which are not included in the Quotation shall be charged as an additional charge by Big Helping at its then current hourly rate plus VAT and expenses.
- d) Payment of the Contract Price or each stage of the Contract shall be made in full in pounds sterling in cleared funds within 30 days of the date of invoice and without any set off or counterclaim (save where such claim is based on fraud) unless otherwise agreed in writing by Big Helping.
- e) Big Helping shall be entitled to charge statutory interest as prescribed in the Late Payment of Commercial Debts (Interest) Act 1998 on any unpaid sums from the due date for payment at the rate of 8% per annum plus the Bank of England base rate.
- f) Time spent by Big Helping chasing unpaid invoices causes it losses because it involves time that could be spent by Big Helping fee earning. In addition to charging interest Big Helping shall be entitled to apply an administration charge of £25 for each letter or email which it sends to the Client regarding any over due payment.
- g) The Client may not set off or withhold payment of any part of the Contract Price or any other monies due to Big Helping, by reason of claims or alleged claims against Big Helping unless the amount to be withheld has been agreed by Big Helping as due to the Client or has been awarded in adjudication, arbitration or litigation in favour of the Client in relation to the same project.
- h) License to use any of the Intellectual Property Rights forming part of the Contract as set out in these Conditions shall pass to the Client when and only when the Contract Price has been paid in full in cleared funds.
- i) Where the Contract is quoted in stages then Big Helping shall be entitled to invoice the Client for each stage in advance and shall be under no obligation to continue (nor incur any liability for not continuing) with the next stage of the Service or supply of Goods if the invoice for the previous stage has not been paid in full in cleared funds.
- j) Big Helping may, at its discretion, invoice up to 50 % of the total estimated fees and/or costs in advance and will not commence work until this has been paid in full in cleared funds.
- k) Big Helping reserves the right to withhold final delivery of the Service and Goods until all of its fees and expenses have been paid in full and cleared funds.
- l) Unless agreed otherwise in writing the Contract Price will make provision for up to 2 sets of reasonable and minor author corrections before being signed off. Any further corrections or modifications shall be charged for

as additional work at Big Helping's current hourly rate plus VAT and expenses unless they arise owing to the error of Big Helping.

- m) Approved third party costs may be invoiced prior to commissioning and Big Helping reserves the right to wait until such costs have been paid by the Client before commencing work.

## **5. Intellectual Property Rights**

- a) Unless expressly stated otherwise by Big Helping, all Intellectual Property Rights created, developed, subsisting or used in or arising out of or in connection with the Service or the Goods or both (whether in existence before, on or after the date of the Contract) shall vest in and be owned by and remain the property of Big Helping.
- b) It is the Client's responsibility to ensure that it has the right to use any Intellectual Property Rights when it provides any text, image, graphic or any other representation to Big Helping for use in the provision of or incorporation into the Service or Goods or both ("**Client Materials**") and hereby grants Big Helping a free irrevocable licence to use Client Materials for the duration of the Contract.
- c) The Client shall indemnify and keep indemnified Big Helping against all losses, damages, claims and expenses suffered or incurred by Big Helping as a result of Client Materials infringing the Intellectual Property Rights of any third party or being in contravention of any legislation or public decency or marketing rules.
- d) Subject to prior payment in full of the Contract Price Big Helping grants to the Client a fully paid up, exclusive, royalty free, perpetual licence to use for the purposes only of the Contract under which it was supplied all Intellectual Property Rights owned by or vested in Big Helping in the final artwork and in any digital content of the final form of design selected and signed off by the Client for implementation ("**the Final Design**").

### **Reservation of Technical and Artistic Concepts**

- e) On occasion there may be specific elements of the Intellectual Property Rights in the Final Design which do not belong to Big Helping and which shall not therefore be included in the licence granted under condition 5(b). In such instances Big Helping will inform the Client of these in writing and use its reasonable endeavours to procure a licence be granted to the Client in respect of such elements. The Client accepts that a fee may be payable by it to the third party concerned to obtain such a licence.
- f) Big Helping will not infringe nor licence to any other client or other third party any aspect of the Final Design but reserves the exclusive right to use and licence to other clients all and any Intellectual Property Rights in all other designs, software, illustrations, images, concepts, ideas, artwork or graphics developed during the course of the Contract which do not form part of the Final Design.

### **Multi Designs**

- g) If more than one design is chosen by the Client and this was not provided for in the Quotation an additional fee shall be payable by the Client.

### **h) Sub-contractors Intellectual Property Rights**

- (i) Occasionally freelance contractors are used to work on a Contract who do not sub-contract with Big Helping but instead contract directly with the Client. In these instances, the Client will need to make its own arrangements regarding ownership, licences and use of any Intellectual Property Rights produced or arising from the work of any such freelance contractor.

### **j) Further Assurance**

Big Helping will on demand and at the cost of the Client execute such documents and do such things as are reasonably necessary to give effect to this condition.

## **6. Termination Of Contract**

- a) Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party not less than one months' written notice.
- b) 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:
  - i) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;
  - ii) 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), 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;
  - iii) 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
  - iv) 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.
- (c) Without affecting any other right or remedy available to it, Big Helping may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Contract within 7 days of the due date for payment
- (d) Without affecting any other right or remedy available to it, Big Helping may suspend supplying the Service and or Goods under the Contract if the Client fails to pay any amount due under the Contract on the due date for payment, or if the Client becomes subject to any of the events listed in condition 6(b), or Big Helping reasonably believes that the Client is about to become subject to any of them.
- (e) On termination of the Contract:
  - i. the Client shall immediately pay all of Big Helping's outstanding unpaid invoices and interest and, in respect of any part of the Service and or Goods supplied but for which no invoice has been submitted, Big Helping shall submit an invoice, which shall be payable by the Client immediately on receipt;
  - ii. the Client shall return all of the Pitch Materials and any designs or Goods which have not been fully paid for. If the Client fails to do so, then Big Helping may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
- (f) Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- (g) Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

## **7. Duty Of Confidentiality**

Each party will use its best endeavours to preserve the confidential information of the other and will comply with the other's reasonable requirements in this regard. The Client recognises that Big Helping's methods of working and pricing structures are proprietary and are not generally in the public domain.

## **8. Client's Responsibility For Implementation**

- a) All visuals and design work of any kind are required to be "signed off" by the Client. The term **"signed off"** means that the Client has reviewed, approved, tested (where applicable) and accepts the visual and or design work or such other aspect of the Service or Goods as Big Helping has presented to it for sign off and the Client agrees that it is error free and is the Final Design.
- b) The Client accepts sole responsibility for the accuracy and approval of all visual proofs supplied by Big Helping and accepts that any typos, mis-spellings, grammatical errors, inaccuracies or any other errors must be reported to Big Helping in writing prior to the Client signing off any element of visual or design work of any kind.
- c) The Client accepts sole responsibility for checking and testing the working of any website including, without limitation, all aspects of its implementation, integration and compatibility with the Client's systems before it is signed off by the Client.
- d) The Client agrees that Big Helping shall have no financial liability for any amendments to any aspect of the Service or Goods required post sign off by the Client and that any amendments which the Client requests post sign off will incur additional charges.
- e) Unless agreed otherwise in the case of graphic designs full responsibility for implementation, display, electronic integration and compatibility, back up, production and manufacture of the Service and or Goods shall remain with the Client.
- f) The Client shall indemnify Big Helping in respect of any claim howsoever arising under consumer protection or other legislation other than one due to a default of Big Helping.
- g) Failure of the Client to consult Big Helping on implementation may result in unsatisfactory implementation.
- h) In the case of electronically displayed designs Clients are reminded that they may need to obtain relevant licenses for proprietary software and all responsibility for this rests with the Client.
- i) Once the final electronically displayed design has been presented to the Client, it must then inform Big Helping of any further required alterations within 7 days. Upon completion of any requested final alternations or if none are received from the Client the design will be deemed to have been signed off by the Client.

## **9. Limitation Of Liability – THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION**

- a) Big Helping has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £250,000 per claim. The limits and exclusions in this condition 9 reflect the insurance cover Big Helping has been able to arrange and the Client is responsible for making its own arrangements for the insurance of any excess loss.
- b) The restrictions on liability in this condition 9 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

- c) Neither party may benefit from the limitations and exclusions set out in this condition in respect of any liability arising from its deliberate default.
- d) Except as expressly set out in this condition 9 Big Helping shall have no liability to the Client for any loss or damage whatsoever arising from or in connection with the provision of the Service or the Goods or for any claim made against the Client by any third party.
- e) Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
  - i) death or personal injury caused by negligence;
  - ii) fraud or fraudulent misrepresentation; and
  - iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- f) Subject to the other provisions of this condition 9 and in particular 9(e) Big Helping's total liability to the Client in contract, tort (including negligence), breach of statutory duty or otherwise arising under or in connection with the Contract shall not exceed the greater of the sums paid by the Client under the Contract or such sum as is actually paid in respect of any claim under any insurance policy effected by Big Helping from time to time in respect of a claim by the Client.
- g) Subject to condition 9(d) the following types of loss are wholly excluded:
  - (i) loss of profits;
  - (ii) loss of sales or business;
  - (iii) loss of agreements or contracts;
  - (iv) loss of anticipated savings;
  - (v) loss of use or corruption of software, data or information;
  - (vi) loss of or damage to goodwill;
  - (vii) indirect or consequential loss;
  - (viii) packaging or distribution costs
  - (ix) Any loss arising from a claim that all or any part of the Final Design infringes the Intellectual Property Rights of any third party;
- h) The Client acknowledges that Big Helping does not manufacture or produce non digital Goods and orders them on behalf of the Client from third party suppliers after the Client has approved all samples, proofs and examples of the Goods and merely charges the Client a handling charge or for its time via its usual hourly rate. On this basis Big Helping excludes all implied warranties regarding non digital Goods (except those that cannot by law be excluded) but hereby assigns to the Client the benefit of all and any warranties it receives from the supplier of the Goods.
- i) Big Helping is a small company and the time and cost involved in fully checking whether designs / work in the Final Design are already protected by trade marks, copyright, patents or any other intellectual property rights is too onerous, costly and time consuming in regard to the fees it charges. Big Helping warrants that so far as it is aware its own design work is original and that it will not knowingly infringe the intellectual property rights of a third party. Big Helping will make reasonable enquiries in this respect but it shall have no liability to the Client regarding all or any part of the Final Design in respect of any infringement or alleged infringement of a third



party's intellectual property rights of any kind or passing off and the Client is responsible for making its own enquiries / retaining the services of an intellectual property rights solicitor to satisfy itself that the licence granted to it in the Final Design does not so infringe the rights of any third party.

- j) Where an error is found in signed off work that is the responsibility of Big Helping then the liability of Big Helping shall be limited to correcting or replacing (as appropriate) the work.
- k) Big Helping warrant that it maintains such insurances as are reasonable and normal in its industry.
- l) The Client accepts reasonable tolerances in relation to the Service and or Goods or both including in respect of, inter alia, paper quality and colour, overs and unders.
- m) Big Helping shall not be liable to the Client for any costs, expenses, claims or losses arising from errors in artwork (in digital form or otherwise), copy, proofs or digital design that have been signed off by or on behalf of the Client
- n) Big Helping shall not have any liability to the Client in respect of the Client's use of any part of the Service or Goods before the relevant part has been signed off by the Client.

#### **10. Hosting**

Big Helping do not host websites for Clients.

#### **11. General**

- a) **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.
- b) **Assignment and other dealings.**
  - i) Big Helping 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.
  - ii) The Client 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 without the prior written consent of Big Helping.
- c) **Entire agreement.**
  - i) 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.
  - ii) 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.
  - iii) Nothing in this condition shall limit or exclude any liability for fraud.
- d) **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- e) **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.

- f) **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this condition shall not affect the validity and enforceability of the rest of the Contract.
- g) **Third party rights.**
  - i) 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.
- h) **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.
  - i) **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.

## 12. Other

- a) Once the Service is in the public domain Big Helping shall have a right to reasonable publicity, by using the Client's name and project work on Big Helping's website, social media and in its advertising and marketing literature.
- b) Big Helping hereby reserves and asserts all moral rights in all Intellectual Property Rights.
- c) The Client agrees that whilst Big Helping is providing the Service or Goods to it and for a period of six months after cessation of the Contract it shall not:-
  - (i) Approach any of the employees of Big Helping regarding the possibility of them providing services directly to the Client independent of Big Helping or otherwise solicit or entice away from Big Helping or employ or attempt to employ any person who is, or has been, engaged as an employee of Big Helping in the provision of the Service or Goods under the Contract.
  - (ii) Engage or employ or offer to engage or employ an employee or former employee of Big Helping (being a person who has been an employee of Big Helping in the previous six months) for the provision of services that Big Helping are capable of providing.
  - (iii) Contract directly with any subcontractor of Big Helping who has been associated with the provision of the Service or Goods to the Client.