

## TERMS AND CONDITIONS FOR SOW SERVICES

These Terms and Conditions are deemed to be incorporated into every Agreement entered into between the Supplier and the Client for the supply of services by the Supplier to the Client and will apply in place of and prevail over any terms or conditions contained or referred to in the Client's order or in correspondence or elsewhere or implied by trade usage, custom, practice or course of dealing and any purported provision to the contrary is hereby excluded or extinguished.

No amendment or addition to the Services Specification or these Terms and Conditions shall be binding on the Supplier unless carried out in accordance with **Clause 20**.

The Client's attention is particularly drawn to **Clauses 2.3, 5, 15 and 16** which exclude or limit the Supplier's liability.

### 1. SUPPLY OF SERVICES

- 1.1 In consideration of the payment of the Charges, the Supplier shall make available to the Client the Personnel who shall provide the Services in accordance with the Services Specification and these Terms and Conditions.
- 1.2 The Supplier and/or its Affiliates shall procure that the Services are provided to the Client:
  - 1.2.1 in accordance with the Services Description;
  - 1.2.2 with such reasonable care and skill as would be expected from an experienced provider of services of a similar nature to the Services; and
  - 1.2.3 in accordance with Applicable Law as made known to the Supplier by the Client in accordance with **Clause 2** (the Supplier's Obligations) and agreed to by the Supplier in writing;
- 1.3 Subject to **Clauses 5** (Delays) and **18** (Force Majeure), the Supplier shall complete the Services by the Services Completion Date.

### 2. THE SUPPLIER'S OBLIGATIONS

- 2.1 The Supplier shall co-operate with the Client in all matters relating to the Services.
- 2.2 The Supplier shall appoint the Supplier Manager who shall have authority contractually to bind the Supplier on all matters relating to the Services. The Supplier shall endeavour to ensure that the same person acts as the Supplier's Manager throughout the Term, but may replace them from time to time where reasonably necessary. The Supplier shall promptly inform the Client where the Supplier replaces the Supplier Manager during the Term.
- 2.3 During the Term, the Supplier shall observe all health and safety rules and regulations and any reasonable security requirements that have been communicated by the Client to the Supplier in advance pursuant to **Clause 3.1.5**. The Supplier shall notify the Client as soon as it becomes aware of any health and safety hazards or similar issues which arise in relation to the Services. The Supplier shall not be liable for any breach of this Agreement arising as a result of the Supplier complying with this **Clause 2.3**.

### 3. CLIENT'S OBLIGATIONS

- 3.1 The Client shall:
  - 3.1.1 co-operate with the Supplier in all matters relating to the Services;
  - 3.1.2 appoint the Client Manager who shall have the authority contractually to bind the Client on matters relating to the Services;
  - 3.1.3 provide for the Supplier and its Affiliates, in a timely manner and at no charge, access to the Client Location(s) and, where required, access to the Client's premises, office accommodation, data and other facilities as reasonably required for the performance of the Services;

- 3.1.4 provide to the Supplier and/or its Affiliates any Equipment & Parts as agreed between the Parties and ensure that they are in good working order, fit for purpose and conform to Applicable Law;
- 3.1.5 inform the Supplier and its Affiliates of all health and safety rules and regulations and any other reasonable security requirements that apply at the Client Location(s) and/or any Client premises, office accommodation or other location to which the Supplier and its Affiliates are given access;
- 3.1.6 ensure a safe and secure work environment is provided to the Supplier and its Affiliates at all times, including identifying, monitoring, removing and disposing of any hazardous materials before and during the supply of the Services.

#### 4. NO WARRANTIES

- 4.1 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

#### 5. DELAYS

- 5.1 Subject to the remaining terms of this **Clause 5** and **Clause 18** (Force Majeure), where the Supplier is unable to complete the Services (or any element thereof) by the Services Completion Date, the Supplier shall complete the Services as soon as commercially viable without additional charge, including, providing any relevant Personnel without additional charge (including man-hour rates, accommodation, per diem and additional transportation costs).
- 5.2 **Clause 5.1** shall not apply in respect of any delay caused by the Client or its representatives or arising out of, or relating to:
  - 5.2.1 any fault on or to the Equipment & Parts;
  - 5.2.2 any failure or delay by the Client in providing the Equipment & Parts or any other necessary parts or materials or instructions; or
  - 5.2.3 access to the Client Location(s) required to perform the Services being restricted or withheld.
- 5.3 Where the Supplier's performance of its obligations under this Agreement is prevented or delayed by any events anticipated at **Clause 5.2**:
  - 5.3.1 the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such fault and/or delay; and
  - 5.3.2 the Services Completion Date shall be postponed by the period of such delay.

#### 6. PERSONNEL

- 6.1 The Supplier shall provide the Personnel to perform the Services and (where required) the Additional Services. The Personnel shall at all times be and remain employees of and/or contracted to the Supplier.
- 6.2 The Supplier will provide the Client with a roster of Personnel involved in providing the Services prior to the Services Commencement Date and shall provide updates from time to time.
- 6.3 The Supplier shall use all reasonable endeavours to ensure that the Personnel will:
  - 6.3.1 meet the Client's requirement for the Personnel set out in the Services Specification; and
  - 6.3.2 be suitably qualified, licensed and experienced in providing those aspects of the Services to which they are assigned by the Supplier.
- 6.4 The Client shall not, without the prior written consent of the Supplier, at any time from the date of this Agreement to the expiry of the period six months after the Services Completion Date or the date of termination of this Agreement (whichever is the later) solicit or entice away from the Supplier or employ or attempt to employ any Personnel or any other person who is, or has been, engaged by the Supplier in the provision of the Services.

- 6.5 The parties agree that it is not anticipated that the employment of any person who is employed, or formerly employed, by the Client, or any sub-contractor of the Client, shall transfer to the Supplier as a consequence of the commencement of the provision of the Services (including any Additional Services) by the Supplier. The Client shall indemnify the Supplier against all liabilities which the Supplier may incur which relate to, or arise out of, any claim by or in respect of any person employed or formerly employed by the Client or any sub-contractor of the Client in respect of which it is alleged that such person's employment has transferred to the Supplier as a consequence of the commencement of the provision of the Services or any Additional Services by the Supplier.
- 6.6 The parties agree that it is not anticipated that the employment of any person who is employed, or formerly employed, by the Supplier or any sub-contractor of the Supplier, shall transfer to the Client on the Services Completion Date or otherwise as a consequence of the cessation of the provision of the Services by the Supplier. The Supplier shall indemnify the Client against all liabilities which the Client may incur which relate to, or arise out of, any claim by or in respect of any person employed or formerly employed by the Supplier or any sub-contractor of the Supplier in respect of which it is alleged that such person's employment has transferred to the Client on the Services Completion Date or otherwise by virtue of the cessation of the provision of the Services by the Supplier.

## 7. EXPENSES

- 7.1 The Supplier shall arrange (with the reasonable assistance of the Client where necessary):
- 7.1.1 visas for the Relevant Jurisdiction(s);
  - 7.1.2 return flights with a reputable carrier from the United Kingdom to the Relevant Jurisdiction(s) (including excess baggage costs, landing fees, handling and parking charges and transfers);
  - 7.1.3 accommodation of a reasonably acceptable standard proximate to the Client Location(s) ("**Accommodation**"); and
  - 7.1.4 appropriate transport between the Accommodation and the Client Location(s).
- and shall invoice the Client for the above costs including an administration fee of five (5) per cent.

## 8. THE SUPPLIER EQUIPMENT

- 8.1 The Supplier shall provide the Supplier Equipment which shall at all times be and remain the exclusive property of the Supplier.
- 8.2 During the Term the Client shall keep, maintain and insure the Supplier Equipment in accordance with the Supplier's instructions as notified to the Client from time to time and shall not dispose of or use the Supplier Equipment other than where authorised to do so by the Supplier.

## 9. CHARGES AND PAYMENT

- 9.1 The Client shall pay the Charges to the Supplier (without deduction or set-off) on the Payment Dates, together with VAT where applicable.
- 9.2 Where the Supplier provides any Additional Services, the Supplier shall invoice the Client and the Client shall pay any additional charges in accordance with **Clause 10**.
- 9.3 The Supplier shall separately invoice the Client for any additional expenses and costs of materials payable by the Client, together with VAT where applicable.
- 9.4 The Client shall pay each invoice submitted to it by the Supplier, in full and in cleared funds, within fourteen (14) days of receipt to a bank account nominated in writing by the Supplier.
- 9.5 Without prejudice to any other right or remedy that it may have, if the Client fails to pay any sums due to the Supplier on the due date, the Supplier may:
- 9.5.1 charge interest on such sum from the due date for payment at the annual rate of four (4) per cent above the base lending rate from time to time of Barclays Bank plc accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and

- 9.5.2 suspend all Services until payment has been made in full.
- 9.6 Time for payment shall be of the essence of this Agreement.
- 9.7 All sums payable to the Supplier under this Agreement shall become due immediately on its termination, despite any other provision. This **Clause 9.7** is without prejudice to any right to claim for interest under the law, or any such right under this Agreement.
- 9.8 the Supplier may, without prejudice to any other rights it may have, set off any liability of the Client to the Supplier against any liability of the Supplier to the Client.

## 10. ADDITIONAL SERVICES

- 10.1 Unless otherwise agreed in writing by the Supplier, any Additional Services shall be provided on a time and materials basis and all additional charges in respect thereof shall be invoiced by the Supplier
- 10.2 The charges payable for Additional Services shall be calculated in accordance with each Personnel's Additional Services Day Rate(s) as set out in the Services Specification.
- 10.3 The Additional Services Day Rate(s) for Personnel are calculated on the basis of an eight hour day, worked between 08:00 hours and 17:00 hours on weekdays (excluding public holidays). The Supplier shall be entitled to charge an overtime rate of twenty five (25) per cent of the normal daily fee rate on a pro-rata basis for each part day or for any time worked by Personnel engaged in providing Additional Services outside such hours.
- 10.4 All charges quoted for Additional Services are exclusive of VAT, which the Supplier shall add to its invoices at the appropriate rate.
- 10.5 The Supplier shall ensure that any Personnel engaged in providing Additional Services completes time sheets recording time spent on the Additional Services and the Supplier shall use such time sheets to calculate the charges covered by each monthly invoice referred to in **Clause 10.1**.

## 11. CHANGE CONTROL

- 11.1 If either Party wishes to change any part of the Services or any aspect of this Agreement (a "**Change**"), it shall submit details of the requested change to the other in writing.
- 11.2 Where either Party requests a Change, the Supplier shall, within a reasonable time, provide a written estimate to the Client of:
- 11.2.1 the likely time required to implement the Change;
- 11.2.2 any necessary variation to the Charges arising from the Change;
- 11.2.3 the likely effect of the Change on the Services Description; and
- 11.2.4 any other impact of the Change on this Agreement.
- 11.3 If the Client wishes the Supplier to proceed with the Change, the Supplier has no obligation to do so unless and until the Parties have agreed the necessary Change and any variations to the Charges, the Services, the Services Description and/or any other relevant terms of this Agreement to take account of the Change and this Agreement has been varied in accordance with **Clause 20**.
- 11.4 Notwithstanding **Clause 11.3** above, the Supplier may, from time to time and without notice, change the Services in order to comply with any applicable security, safety or statutory requirements or Applicable Law, provided that such changes do not materially affect the nature or scope of the Services or the Charges. If the Supplier requests a Change for any other reason, the Client shall not unreasonably withhold or delay consent to it.
- 11.5 The Supplier may charge for the time it spends assessing a request for a Change from the Client on a time and materials basis in accordance with **Clause 10**.

## 12. PROJECT MANAGEMENT

Where required, the designated team leader shall undertake the project manager duties for the duration of the prescribed task.

## 13. CONFIDENTIALITY

- 13.1 Each Party shall keep in strict confidence all technical or commercial know-how, operations, processes, plans or intentions, developments, trade secrets, design rights, market opportunities, personnel details, specifications, inventions, processes or initiatives and all information derived from the above which is of a confidential nature and has been disclosed to one Party (or its employees, agents or subcontractors) (the "**Disclosing Party**") to the other Party (or its employees, agents or subcontractors) (the "**Recipient**") and any other confidential information concerning either Party's business or the Services.
- 13.2 The Recipient may only disclose such information:
- 13.2.1 to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Recipient's obligations under this Agreement; and
  - 13.2.2 as may be required by law, court order or any governmental or regulatory authority.
- 13.3 The Recipient shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this **Clause 13**.
- 13.4 The Recipient shall not use any such information for any purpose other than to perform its obligations under this Agreement.

## 14. DATA PROTECTION

- 14.1 Both parties agree to comply with all applicable requirements of the Data Protection Act 2018 as amended or updated from time to time ("**DP Legislation**").
- 14.2 The parties acknowledge that for the purposes of the DP Legislation, it may be necessary for the Client to process certain personal data (as defined in the DP Legislation) on behalf of the Supplier, and the Client may act as a "controller" or a "processor" (as defined in the GDPR) in respect of such personal data. In these circumstances each party undertakes to fully comply with the applicable obligations imposed on it acting in such capacity under the DP Legislation.
- 14.3 Each party shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of personal data for the duration and purposes of this agreement.
- 14.4 In relation to any personal data processed in connection with its obligations under this Agreement the Client shall:
- 14.4.1 process the personal data only on the written instructions of the Supplier unless the Client is required by any applicable law to process such data and notifies the Supplier to this effect;
  - 14.4.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing, or against accidental loss or destruction of, or damage to the personal data, appropriate to the harm that might result from such occurrence and the nature of the data to be protected;
  - 14.4.3 ensure that all personnel who have access to and/or process personal data are obliged to keep it confidential;
  - 14.4.4 not transfer any personal data outside of the European Economic Area;
  - 14.4.5 promptly assist the Supplier in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, impact assessments and consultations with supervisory authorities or regulators and including with any requests from data subjects;
  - 14.4.6 notify the Supplier without delay on becoming aware of a personal data breach relating to this Agreement;

14.4.7 at the request of the Supplier, delete or return all personal data on termination of this Agreement unless required by law to store the personal data; and

14.4.8 maintain complete and accurate records and information to demonstrate compliance with this **Clause 14**.

14.5 Where applicable the parties will enter into a data processing agreement.

## 15. INDEMNITY

15.1 The Client will indemnify and hold harmless the Supplier and the Personnel from and against all liabilities, claims, demands, suits, judgments, damages and losses including expenses costs and legal fees arising out of:

15.1.1 death or injury to any person whosoever including but not limited to the Client's officers, agents, servants, employees and subcontractors, including the Personnel; and

15.1.2 loss of or damage to or destruction of any property whatsoever, including but not limited to the property of the Client, its officers, agents, servants, employees and subcontractors or third parties and the property of the Personnel to be provided hereunder;

to the extent such has arisen directly or indirectly as a result of the acts or omissions of the Client, including but not limited to its obligations under this Agreement (including, without limitation, those in respect of health and safety and security) or the Personnel, save to the extent caused solely by the wilful misconduct of the Supplier in the provision of the Personnel.

## 16. LIMITATION OF LIABILITY

16.1 Nothing in this Agreement limits or excludes the liability of the Supplier for:

16.1.1 death or personal injury resulting from negligence; or

16.1.2 any damage or liability incurred as a result of fraud or fraudulent misrepresentation by the Supplier; or

16.1.3 any other liability that cannot, as a matter of law, be limited or excluded.

16.2 Subject to **Clause 16.1**:

16.2.1 the Supplier shall not be liable for:

(a) loss of profits; or

(b) loss of business; or

(c) depletion of goodwill and/or similar losses; or

(d) loss of anticipated savings; or

(e) loss of contract; or

(f) loss of use; or

(g) loss or corruption of data or information; or

(h) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;

16.2.2 the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with:

(a) loss or damage to tangible property resulting from the Supplier's or its Affiliates' breach of this Agreement or negligence shall be limited to a maximum aggregate figure of £1 (one) million pounds sterling; and

(b) all other liabilities arising from or in relation to the performance or contemplated performance of this Agreement shall be limited to a maximum aggregate figure of the Charges.

## 17. TERM AND TERMINATION

- 17.1 Unless terminated earlier in accordance with the remaining provisions of this **Clause 17**, this Agreement shall come into force on the date of this Agreement and continue in force until the Services have been completed by the Supplier.
- 17.2 Without prejudice to any other rights or remedies which the Parties may have, either Party may terminate this Agreement without liability to the other on giving the other written notice or immediately on giving notice to the other if:
- 17.2.1 the other Party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment; or
  - 17.2.2 the other Party commits a material breach of any of the terms of this Agreement and (if such breach is remediable) fails to remedy that breach within fourteen (14) days of that Party being notified in writing of the breach; or
  - 17.2.3 the other Party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or being a company is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
  - 17.2.4 the other Party 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 arrangements with, its creditors; or
  - 17.2.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other Party; or
  - 17.2.6 an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other Party; or
  - 17.2.7 a floating charge holder over the assets of that other Party has become entitled to appoint, or has appointed, an administrative receiver; or
  - 17.2.8 a person becomes entitled to appoint a receiver over the assets of the other Party, or a receiver is appointed over the assets of the other Party; or
  - 17.2.9 a creditor or encumbrancer of the other Party 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 its assets and such attachment or process is not discharged within fourteen (14) days; or
  - 17.2.10 any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in **Clauses 17.2.3 to 17.2.9** above (inclusive); or
  - 17.2.11 the other Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
  - 17.2.12 there is a change of control of the other Party (as defined in section 574 of the Capital Allowances Act 2001) which is not the result of a solvent restructuring of the other Party's Group.
- 17.3 On termination of this Agreement for any reason:
- 17.3.1 the Client shall immediately pay to the Supplier all Charges and properly accrued sums under this Agreement which are payable as at the date of termination; and
  - 17.3.2 the Client shall immediately return all of the Supplier Equipment. If the Client fails to do so, then the Client authorises the Supplier to enter the Client's premises or any other location where they are stored and take possession of them. Until they have been returned or repossessed, the Client shall be solely responsible for their safe keeping.
- 17.4 Termination or expiry of this Agreement, howsoever caused, shall not prejudice any obligations or rights of either of the Parties which may have accrued before termination or expiry and shall not affect any provision of this Agreement which is expressly, or by implication, intended to come into

effect on, or to continue in effect after, such termination or expiry including the following **Clauses: 13, 14, 15, 16, 17.3, 19, 21, 22, 26 and 28.**

## **18. FORCE MAJEURE**

- 18.1 A Party shall not be in breach of this Agreement, nor liable for any failure or delay in performance of any obligations under this Agreement arising from or attributable to a Force Majeure Event
- 18.2 If the Force Majeure Event prevails for a continuous period of more than three (3) months, either Party may terminate this Agreement by giving fourteen (14) days written notice to the other Party. On the expiry of this notice period, this Agreement will terminate. Such termination shall be without prejudice to the rights of the Parties in respect of any breach of this Agreement occurring prior to such termination.

## **19. DISPUTE RESOLUTION**

- 19.1 If any dispute arises in connection with this Agreement, the Supplier's Manager and the Client's Manager shall, within fourteen (14) days of a written request from one Party to the other, meet in a good faith effort to resolve the dispute.
- 19.2 If the dispute is not resolved at that meeting the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, a single mediator will be nominated by CEDR. The mediation shall be conducted in English at the offices of CEDR in London or as otherwise agreed by the Parties in writing. Mediation shall be without prejudice to the rights of the Parties in any future proceedings.
- 19.3 During the period of any dispute resolution, the terms of this Agreement shall remain in full force and effect.
- 19.4 Nothing in this **Clause 19** shall prevent either party from seeking urgent relief or injunctive remedies before the courts.

## **20. VARIATION**

Subject to **Clause 11**, no variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

## **21. WAIVER**

- 21.1 Failure to exercise, or any delay in exercising, any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- 21.2 No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.
- 21.3 A waiver (which may be given subject to conditions) of any right or remedy provided under this Agreement or by law shall only be effective if it is in writing and shall apply only to the Party to whom it is addressed and the specific circumstances for which it is given. It shall not prevent the Party who has given the waiver from subsequently relying on the right or remedy in other circumstances.

## **22. SEVERANCE**

- 22.1 If any provision of this Agreement (or part of any provision) is found by any court of other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.
- 22.2 If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.



## **23. ENTIRE AGREEMENT**

- 23.1 This Agreement and any documents referred to in it constitute(s) the whole Agreement between the Parties and supersede(s) any previous arrangement, understanding or agreement between them relating to the subject matter of this Agreement.
- 23.2 Each Party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.
- 23.3 Nothing in this clause shall limit or exclude liability for fraud.

## **24. ASSIGNMENT AND SUBCONTRACTING**

- 24.1 Except as otherwise provided in this Agreement and for rights to payment and related rights, no party may assign, sub-contract or deal in any way with, any of its rights or obligations under this Agreement or any document referred to in it.
- 24.2 The Supplier shall be entitled to sub-contract the performance of the Services under this Agreement provided that the Supplier shall remain fully responsible and liable for the acts or omissions of its sub-contractors at all times.

## **25. NO PARTNERSHIP OF AGENCY**

Nothing in this Agreement is intended to, or shall operate to, create a partnership between the Parties, or to authorise either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

## **26. THIRD PARTY RIGHTS**

A person who is not Party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, except to the extent that this Agreement expressly provides. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

## **27. NOTICES**

Any notice required to be given under this Agreement may be delivered personally or sent by prepaid airmail post, courier or transmitted by fax to the other Party at the address given in the Services Specification, or such other addresses as may be notified from time to time. Any notice so sent shall be deemed to have been duly given:

- 27.1 if sent by personal delivery or courier, on delivery at the address of the relevant Party;
- 27.2 if sent by prepaid airmail post, five (5) Working Days after the date of posting;
- 27.3 if sent by fax, on confirmation of transmission; and

For the avoidance of doubt, a notice given under this agreement is not valid if sent by email.

## **28. GOVERNING LAW AND JURISDICTION**

- 28.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 28.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle 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).

## SCHEDULE 1: DEFINITIONS AND INTERPRETATIONS

### 1. Definitions

Unless the context otherwise requires the following expressions shall have the meanings set out below.

**"Additional Services"** includes the additional services as set out in the Services Specification and any further additional services as may be agreed between the Parties pursuant to **Clause 10**;

**"Affiliate"** means any employee, agent or subcontractor of the Supplier and **"Affiliates"** shall be construed accordingly;

**"Applicable Law"** means: i) all or any laws, statutes, proclamations, by-laws, directives, regulations, statutory instruments, rules, orders, rules of court, delegated or subordinate legislation, rules of common law, or any European Union legislation; or ii) any regulations, directives or binding guidance, in each case as applicable to the Services and in force from time to time in the Relevant Jurisdiction(s).

**"Equipment and Parts"** means any equipment, systems, cabling or facilities provided or procured by the Client and used directly or indirectly in the supply of the Services including, but not limited to, those set out in the Services Specification;

**"Force Majeure Event"** means an event which is beyond the reasonable control of the affected Party and includes (without limitation) the following events: strike, lock-out, or labour dispute; act of God, fire, flood, storm or other natural disaster; adverse weather conditions; war, military action, riot, civil commotion, terrorism; explosion or malicious damage; compliance with Applicable Law or governmental order, rule, regulation or direction;

**"Group"** means, in relation to any company, that company and every other company which is from time to time a subsidiary or holding company of that company or a subsidiary of any such holding company (and the terms "subsidiary" and "holding company" shall have the meanings given to them by section 1159 and Schedule 6 of the Companies Act 2006);

**"Party"** means each of the Supplier and the Client and the term **"Parties"** shall be construed accordingly;

**"Personnel"** means those workers employed by the Supplier to provide the Services and any Additional Services where relevant and as identified in the Services Specification;

**"Relevant Jurisdiction(s)"** means the jurisdiction(s) in which the Services are provided;

**"Services"** means the services to be provided by the Supplier under this Agreement pursuant to the Services Description (as set out in the Services Specification), together with any Additional Services or other services which the Supplier provides or agrees to provide to the Client;

**"Supplier"** means Lorien Resourcing Limited incorporated and registered in England and Wales with company number 1333388 whose registered office is at First Floor, Mulberry House, Parkland Square, 750 Capability Green, Luton, LU1 3LU;

**"Supplier Equipment"** means any equipment, including tools, systems, cabling or facilities, supplied by (or on behalf of) the Supplier or its Affiliates directly or indirectly in connection with the Services;

**"Terms and Conditions"** means the clauses and schedule of these terms and conditions and any document referred to, completed or to be completed in accordance with its provisions;

**"VAT"** means value added or sales tax as may be applicable to the provision of the Services and includes any substituted or similar tax; and

**"Working Day"** means a day (other than a Saturday or Sunday) on which the banks are ordinarily open for business in the City of London.

### 2. Interpretations

2.1 In this Agreement (unless the context requires otherwise):

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- 2.1.1 the words "including", "include", "for example", "in particular" and words of similar effect shall not limit the general effect of the words which precede them;
- 2.1.2 reference to any Agreement, contract, document or deed shall include that document as varied, supplemented or novated from time to time;
- 2.1.3 reference to a Party shall be construed to include its successors and permitted assigns or transferees;
- 2.1.4 words importing persons shall include natural persons, bodies corporate, un-incorporated associations and partnerships (whether or not any of them have separate legal personality);
- 2.1.5 words importing the singular shall include the plural and vice versa;
- 2.1.6 words importing any one gender shall not exclude other genders;
- 2.1.7 the headings, index and front sheet are all for reference only and shall be ignored when construing this Agreement;
- 2.1.8 references to a clause, schedule or paragraph are references to the clause, schedule or paragraph of, or to, these Terms and Conditions
- 2.1.9 if there is any conflict, ambiguity or inconsistency between the parts of this Agreement the following order of precedence will apply:
  - 2.1.9.1 the Services Specification;
  - 2.1.9.2 the Terms and Conditions.
- 2.1.10 reference to any legislative provision shall be deemed to include:
  - 2.1.10.1 any statutory instrument, by-law, regulation, rule, subordinate or delegated legislation or order and any rules and regulations which are made under it; and
  - 2.1.10.2 any subsequent re-enactment or amendment of the same unless this imposes a substantial new liability upon, or significantly adversely affects the rights of, either party.
- 2.1.11 Any obligation in this Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

SERVICES DESCRIPTION

<b>Client</b>	..... incorporated and registered in England and Wales with company number .....whose registered office is at .....													
<b>Services Description</b>														
<b>Services Commencement Date</b>														
<b>Services Completion Date</b>														
<b>Client Location(s)</b>														
<b>Equipment &amp; Parts</b>														
<b>Personnel</b>	<table border="1"> <thead> <tr> <th>Type of Personnel</th><th>Number</th></tr> </thead> <tbody> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </tbody> </table>	Type of Personnel	Number											
Type of Personnel	Number													
<b>Additional Services Day Rate(s)</b>														
<b>Supplier Manager</b>	Name:													
<b>Client Manager</b>	Name: Role: Address: Tel: Email:													
<b>Charges</b>														
<b>Payment Dates</b>	Invoiced upon completion of task which shall be evidenced by written confirmation from the Client													
<b>Additional Services (if any)</b>														
<b>Special Conditions</b>														