



Terms

1. Definitions and Interpretation

1.1 The following terms have the following meanings:

"Agreement" means these terms and the Schedule;

"Client-led Status Disagreement Process" or "CLSDP" means the process which a Client must have in place under the New Rules to deal with Status Challenges by Deemed Employers or PSC Personnel;

"Conditions of Liability" means the conditions of liability for the purposes of the OPW Rules (described in HMRC's Employment Status Manual);

"Consultancy Personnel" means the employees of the Consultancy who will carry out the Services, as set out in the Schedule;

"Deductions" means deductions for income tax and employees' National Insurance contributions;

"Deemed Employer" means the Agency, as the person receiving the SDS and otherwise meeting the conditions to be a qualifying person under the New Rules;

"Deemed Payment" means the Fee minus permitted expenses under the New Rules;

"Fee" means the fee that will be paid to the Consultancy in relation to the Services, as set out in the Schedule;

"Group" means the Agency and all companies which are for the time being either a Holding Company or a Subsidiary of either the Agency or any such Holding Company, and references to a Group Company shall be construed accordingly;

"HMRC" means Her Majesty's Revenue & Customs (or any successor body);

"Inside IR35" is as described in the definition of OPW Status;

"ITEPA" means the Income Tax (Earnings and Pensions) Act 2003;

"Losses" means claims, assessments, demands, actions, awards, judgments, settlements, costs, expenses, liabilities, damages and losses (including all interest, fines, penalties, management time and legal and other professional costs and expenses);

"Medium/Large/PA Client" means (i) any end-user of PSC Personnel's services which is a public authority and/or (ii) any medium/large end-user of the PSC Personnel's services in the private sector which is not a Small Client;

"New Rules" means the updated rules contained in Part 2, Chapter 10 of ITEPA and which are applicable to all Services for Medium/Large/PA Clients from 6 April 2021 (including the guidance in HMRC's Employment Status Manual at ESM 10000);

"Old Rules" means the rules contained in Part 2, Chapter 8 of ITEPA which remain applicable to all Services by PSC Personnel for Small Clients (including the guidance in HMRC's Employment Status Manual at ESM 8000);

"OPW Rules" means (as applicable) the Old Rules and/or the New Rules; "OPW Status" means the status of the individual PSC Personnel providing services for employment tax purposes under the OPW Rules, being either "employed" (commonly known as "Inside IR35") or "self-employed" (commonly known as "Outside IR35");

"Outside IR35" is as described in the definition of OPW Status;

"PSC" means the intermediary of the PSC Personnel (where the Conditions of Liability are met);

"PSC Personnel" means Consultant Personnel provided by the PSC (where the Conditions of Liability are met);

"Services" means the specific services or outcomes to be provided by the Consultancy to the Client in accordance with this Agreement, as set out in the Schedule;



"Small Client" means a small-sized private sector end-user of PSC Personnel's services as defined in the New Rules (and which are exempt under the New Rules from having to undertake a Status Assessment);

"Sonovate Platform" means the online platform used by Agency to administer this Agreement;

"Status Assessment" means an assessment of OPW Status by a Medium/Large/PA Client under the New Rules;

"Status Challenge" means a challenge under the CLSDP;

"Status Determination Statement" or "SDS" means a Status Determination Statement under the New Rules;

"Status Self-assessment" means an assessment of OPW Status by the PSC Personnel and their PSC under the Old Rules;

"Subsidiary" and "Holding Company" have the definitions given by section 1159 of the Companies Act 2006 (or any statutory modification or re-enactment of that Act) but for the purposes of section 1159(1) Companies Act 2006 a company shall be treated as a member of another company if any shares in that other company are registered in the name of (i) a person by way of security (where the company has provided the security); or (ii) a person as nominee for the company;

"Termination Date" means the date on which this Agreement terminates, whether pursuant to clauses 2.1 or 15.1 of the same;

"Timesheets" means the electronic timesheet system or other such time recording method as may be agreed in writing between the parties in relation to time worked by the Consultancy; and

"Transfer Fee" shall have the meaning set out in clause 10.2.

1.2 References to the Agency throughout this Agreement shall include any Group Company, if applicable.

1.3 The headings to the clauses are for convenience only and shall not affect the construction or interpretation of this Agreement.

1.4 Any defined terms not set out above are to be given the meanings set out in the Schedule.

2. Term

2.1 This agreement shall commence on the start date set out in the Schedule and shall continue (subject to the provisions of clause 14) until the end date set out in the Schedule without the need for notice, unless previously terminated by either party giving the other the length of notice required by the Schedule in writing.

2.2 This agreement shall cease to have any effect (save as regards clauses 8, 9, 12 and 13) on the Termination Date and, with effect from such Termination Date, the Agency shall have no obligation to provide the Consultancy to the Client and the Client shall have no obligation to provide any further work to the Agency or the Consultancy.

3. Services

3.1 The Client has instructed the Agency to supply the Consultancy to provide the Services.

3.2 The Agency shall engage the Consultancy on behalf of the Client. The Agency shall procure that the Consultancy shall make the Consultancy Personnel available to the Client to provide the Services on the terms and conditions of this Agreement. The Agency shall inform the Client if the Consultancy is a PSC and (if the Client is a Medium/Large/PA Client, clause 3.11 shall apply). The Agency shall be entitled to treat the Client as a Medium/Large/PA Client until such time as the Client provides evidence to the reasonable satisfaction of the Agency that: (1) it qualifies as a Small Client; or (2) because it is not UK resident and has no UK establishment under section 1141 Corporation Tax Act 2010.

3.3 During the term of the Agreement (as set out in clause 2.1) ("Term") the Agency shall procure that the Consultancy shall provide the Services to the Client and such other services consistent with the Services as the Client shall from time to time require of the Consultancy. The specific Services to be provided are set out in the Schedule.



3.4 During the Term, the Agency shall procure that the Consultancy shall provide the Consultancy Personnel (or any Substitute under clause 4.1 as the case may be) to provide the Services for the expected time specified in the Schedule (the "Working Time"). The particular days on which the Services are to be provided will be mutually agreed between the parties. Any time worked in excess of the Working Time will be treated in accordance with the overtime arrangements set out in the Schedule.

3.5 The Agency shall procure that the Consultancy provides the Services at the location specified in the Schedule or in such places as are necessary for the proper performance of the Services.

3.6 The Agency shall procure that the Consultancy (along with the Consultancy Personnel or any Substitute) shall provide the Services with all due care, skill and ability and shall promptly give the Client all such information and reports as the Client may reasonably require in connection with the provision of the Services.

3.7 The Agency shall procure that the Consultancy (along with the Consultancy Personnel or any Substitute) shall co-operate with the Client's reasonable instructions and shall agree to observe and comply with the Client's rules, regulations and policies (including without limitation its policies on equal opportunities, harassment and bullying and health and safety) and any relevant legislation affecting or relating to the business of the Client.

3.8 The Agency shall procure that the Consultancy agrees on its own part and on behalf of its Consultancy Personnel and any Substitute not to engage in any conduct detrimental to the interests of the Client, which includes any conduct tending to bring the Client into disrepute or which results in the loss of custom or business.

3.9 If the Consultancy is a PSC, the Old Rules apply to the Services if the Client is a Small Client (and clause 3.10 will apply), or the New Rules apply to the Services if the Client is a Medium/Large/PA Client (and clause 3.11 will apply).

3.10 Services to Small Clients:

3.10.1 the PSC and PSC Personnel must still carry out a Status Self-Assessment; and

3.10.2 (if Status Self-Assessment is Inside IR35) ensure prompt and correct payment of income tax and National Insurance contributions in accordance with the Old Rules. 3.11 Services to Medium/Large/PA Clients from 6 April 2021:

3.11.1 The new OPW Rules place obligations on both the Agency and the Client. Each of the Agency and the Client agrees to comply with its statutory obligations under the OPW Rules.

3.11.2 Under the New Rules: (1) Medium/Large/PA Clients are required to carry out a Status Assessment; (2) Medium/Large/PA Clients are required to provide a Status Determination Statement to the Agency and directly to PSC Personnel; (3) if the SDS is Inside IR35, Agency is required to make the Deductions from the Fee before payment to PSC (payment of VAT on the Fee shall be unaffected); (4) Medium/Large/PA Clients are required to comply with the Client-led Status Disagreement Process; (5) Deemed Employer is required to pay the Fee to PSC subject to withholding the Deductions (and pay the Deductions to HMRC).

3.11.3 Client acknowledges and agrees that it remains solely responsible for making its own business decisions relating to the OPW Status of any PSC Personnel and that doing so is inherently an assumption of risk. The Client acknowledges and agrees that it must take its own professional advice on its particular risks relating to its compliance with the OPW Rules.

3.11.4 The Client shall carry out an OPW Assessment on the PSC Personnel. Client shall take reasonable care (as set out in the OPW Rules, including providing the Agency and PSC Personnel with the required SDS. Client acknowledges and agrees that the SDS provided 4 Terms and Conditions for Client to the Agency immediately before entering into this Agreement shall be the SDS applicable to this Agreement.

3.11.5 Client shall also comply with the Client-led Status Disagreement Process and provide the Agency with evidence of this upon request.



3.11.6 If the Agency reasonably believes that Client is not complying with the OPW Rules (for example, the OPW Assessment has not been carried out using reasonable care, the SDS does not meet the requirements under HMRC Guidance, or the Client is not in compliance with CLSDP), the Agency may terminate this Agreement.

3.11.7 The Client shall not, and shall procure that no third party to whom it has outsourced any aspect of its OPW Rules compliance shall, engage in any activity, practice or conduct which would constitute: (1) a tax evasion facilitation offence under the Criminal Finances Act 2017 or (2) trigger the fraudulent documents provision (as described in ESM 10023), for example, by any act or omission contributing to a contrived OPW Status.

4. Substitute

4.1 As at the date of entry into this Agreement, the intention is for the Consultancy to provide the Services through the Consultancy Personnel. However, the Consultancy may, if the Consultancy Personnel are unable to provide the Services for any reason, provide the Services through another person engaged by the Consultancy ("Substitute"). The Substitute must be suitably qualified and have the appropriate skills and experience. The Agency shall inform the Client of the identity and qualification of any Substitute which the Consultancy proposes to use to provide the Services. The Consultancy shall remain responsible for the acts or omissions of any Substitute.

4.2 If the Consultancy is unable for any reason to perform the Services, the Agency will inform the Client on the first day of unavailability and will take reasonable steps to procure that the Consultancy shall provide a Substitute in accordance with the provisions of clause 4.1.

5. Online Timesheets

5.1 The Client agrees to use the Sonovate Platform to complete and verify Timesheets for services completed by Consultancy and to accept invoices generated and sent electronically from the Agency to the Client via the Sonovate Platform.

5.2 The Client shall approve the online Timesheets within two working days verifying the number of hours/days worked by the Consultancy during the applicable week. Approval of the Timesheets by the Client is confirmation of the number of hours/days worked by the Consultancy and constitutes acceptance that the Consultancy's services have been provided in accordance with this Agreement. Failure to approve the Timesheet does not waive the Client's obligation to pay the Fee in respect of the hours worked.

5.3 If the Client is unable to approve a Timesheet (or other agreed method of verification of hours/days) produced for authentication by the Consultancy because the Client disputes the amount of time claimed, then the Client shall notify the Agency within two working days from presentation of the claimed hours/days for verification and shall co-operate fully and in a timely fashion with the Agency, including providing documentary evidence of the hours/days worked by the Consultancy, to enable the Agency to establish what periods of time, if any, the Consultancy worked.

5.4 The Client shall not be entitled to decline to approve a Timesheet on the basis that it is dissatisfied with the work performed by the Consultancy. In cases of unsuitable work the Client should apply the provisions of clause 7 below.

6. Fees

6.1 In consideration of the Agency performing its obligations under this Agreement, the Client shall pay the Agency the consultancy fees and any expenses (and any payments with respect to overtime, if applicable) set out in the Schedule ("Fees"). The Fees shall be paid to the Agency in accordance with this clause 6. 5 Terms and Conditions for Client

6.2 Following receipt of an invoice pursuant to clause 5, the Client shall pay the Agency any amounts due under this Agreement (including the Fees and any Transfer Fee) in accordance with the payment terms set out in the Schedule.

6.3 All amounts payable pursuant to this Agreement are exclusive of any VAT. The Client shall pay VAT at the rate for the time being properly chargeable in respect of the Services.



6.4 The Agency reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended or replaced from time to time) on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

6.5 For Services to Medium/Large/PA Client which are assessed by the Medium/Large/PA Client as Inside IR35 under the New Rules the Agency is (upon receipt of the SDS) the Deemed Employer and legally responsible for:

6.5.1 carrying out the tax calculations necessary to determine the Deemed Payment;

6.5.2 carrying out the tax calculations necessary to determine the Deductions from the Deemed Payment;

6.5.3 carrying out the tax calculations necessary to determine Agency's employer's National Insurance contributions and (if applicable) Apprenticeship Levy ("Deemed Employer Taxes");

6.5.4 making payment to PSC of (1) the Deemed Payment minus Deductions; and (2) the VAT on the Fee to the PSC; and

6.5.5 making payment of the Deductions and the Deemed Employer Taxes to HMRC.

6.6 For Services to Medium/Large/PA Client which are assessed by the Client as Inside IR35 under the New Rules the PSC remains legally responsible for paying VAT on the Fee to HMRC.

7. Unsuitability of the Consultancy

7.1 If the Client reasonably considers that the services of the Consultancy are unsatisfactory the Client may terminate the Agreement by directing the Agency in writing to remove the Consultancy immediately. The Agency shall reduce or cancel the Fees to the extent that is reasonable.

7.2 The Client shall notify the Agency immediately and without delay and in any event within three hours if the Consultancy or the Consultancy Personnel fails to provide the Consultancy Services or has notified the Client that they are unable to provide the Consultancy Services for any reason. The Agency shall notify the Client immediately if it believes that any Consultancy Personnel or any Substitute is unsuitable.

8. Relationship of the Parties

8.1 Nothing in this Agreement is intended to create a partnership, joint venture or legal relationship of any kind between the parties that would impose liability upon one party for the act or failure to act of the other party, or to authorise either party to act as agent for the other. Except where otherwise expressly provided in this Agreement, neither party shall have authority to make representations, act in the name or on behalf of, or otherwise to bind the other.

8.2 For the avoidance of doubt, neither the Consultancy nor the Consultancy Personnel are under the supervision, direction or control of the Agency or the Client, the Client does not have the right to supervise, direct or control the Consultancy or the Consultancy Personnel and no member of the Consultancy Personnel is an agency worker as defined under the Agency Workers Regulations 2010.

8.3 Save as otherwise stated in this Agreement, the Agency and the Client acknowledge and accept that the Consultancy is in business on its own account and the Consultancy shall be entitled to seek, apply for, accept and perform contracts to supply its services to any third party during the term of this Agreement provided that this in no way compromises or is to the detriment to the performance of the Consultancy Services.

9. Limitation of Liability and Indemnity

9.1 Subject to clauses 9.2 to 9.4, the Agency's entire liability to the Client whether in contract, tort (including negligence or breach of statutory duty) or otherwise, arising out of, or in connection with, this Agreement, shall be limited to the Fees payable under this Agreement.



9.2 Subject to clause 9.3 to 9.4, neither Party will be liable to the other for any indirect, consequential or special loss arising out of, or in connection with, this Agreement. The following losses are agreed to be non-exhaustive, direct, recoverable losses under this Agreement:

9.2.1 the cost of selecting or procuring alternative or replacement Services or Consultancy;

9.2.2 wasted expenditure; and

9.2.3 loss of profits and other economic loss.

9.3 Nothing in this Agreement shall operate to exclude or limit any liability which it is not possible to exclude or limit under applicable law (which includes liability for death or personal injury caused by negligence, and liability for fraud or fraudulent misrepresentation).

9.4 Notwithstanding the provisions of clause 9.1, the Agency shall indemnify the Client against all Losses in connection with:

9.4.1 for National Insurance contributions, income tax or other taxation obligations where such liability, assessment, or claim arises or is made in connection with payments made by the Client in respect of the Consultancy Personnel while provided as such by the Agency to the Client;

9.4.2 arising from any such Consultancy Personnel having at any time claimed to have been an employee of the Client or been otherwise engaged directly by the Client including any claim for wrongful or unfair dismissal; or

9.4.3 arising from the act or omission of the Consultancy Personnel including death or personal injury or loss of theft of property.

9.5 If the Client receives any communication (written or verbal) from HMRC querying the OPW Status of PSC Personnel, the Client shall inform Agency in writing immediately.

10. Transfer Fee

10.1 In the event that, during the Term or within a period of six months following the Termination Date, the Client engages or employs the Consultancy or any of the Consultancy Personnel (or Substitute) other than through the Agency, the Client will pay the Transfer Fee to the Agency.

10.2 The "Transfer Fee" shall be an amount equivalent to the 20% of base annual salary (or annualised contractor charge rate) plus all taxable emoluments.

10.3 The Transfer Fee will be payable to the Agency by the Client in accordance with clause 6 of this Agreement.

11. Data protection

11.1 In this clause 11:

"Complaint" means a complaint or request relating to either party's obligations under Data Protection Laws relevant to this Agreement and/or the processing of any of the Shared Personal Data, including any compensation claim from a Data Subject or any notice, investigation or other action from a Data Protection Supervisory Authority relating to the foregoing (and Complainant means the Data Protection Supervisory Authority, Data Subject or other person initiating or conducting a Complaint);

"Consent" means a consent in respect of the relevant transfers and/or other processing as construed in accordance with, and meeting all applicable requirements of, Data Protection Laws;

"Controller" has the meaning given in applicable Data Protection Laws; "Data Protection Laws" means, as applicable to either party or the Services:

- (a) the GDPR;
- (b) the Data Protection Act 2018;



- (c) the Directive 2002/58/EC (ePrivacy Directive) and/or the Privacy and Electronic Communications (EC Directive) Regulations 2003;
- (d) any other applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to either party or the Services;
- (e) any laws which implement any such laws; and
- (f) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

"Data Protection Supervisory Authority" means any regulator, authority or body responsible for administering Data Protection Laws;

"Data Subject" has the meaning given in applicable Data Protection Laws from time to time;

"Data Subject Request" means a request made by a Data Subject to exercise any right(s) of Data Subjects under Data Protection Laws in relation to any of the Shared Personal Data or concerning the processing of such data;

"GDPR" means the General Data Protection Regulation, Regulation (EU) 2016/679; Party has the meaning given to it in clause 11.2;

"Party" has the meaning given to it in clause 11.2;

"Permitted Purpose" means the purpose of performance of this Agreement;

"Personal Data" has the meaning given in applicable Data Protection Laws from time to time; "Personal Data Breach" has the meaning given in the GDPR;

"Processing" has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including process, pro-cessed, processing, and processes shall be construed accordingly); and

"Shared Personal Data" means Personal Data made available by or otherwise shared between the Agency, the Consultancy, and/or the Client for the Permitted Purpose.

11.2 The Agency, Consultancy and the Client (each a Party for the purposes of this clause 11) shall each be Controller of the Shared Personal Data. If the Parties share the Shared Personal Data, it shall be shared and managed in accordance with the terms of this clause 11.

11.3 Subject to clause 11.4, each Party shall comply with all Data Protection Laws in connection with the exercise and performance of its respective rights and obligations under this Agreement.

11.4 The Agency shall ensure that at all times:

11.4.1 all Shared Personal Data transferred to the Client is accurate and up-to-date and has at all times been collected, processed and transferred by and on behalf of the Agency in accordance with Data Protection Laws;

11.4.2 each relevant Data Subject has been provided with sufficient information (in an appropriate form) so as to enable fair, transparent and lawful processing (including sharing) of the Shared Personal Data for the Permitted Purpose in accordance with the obligations of each Party under all Data Protection Laws;

11.4.3 the Agency is entitled to transfer, and the Client and the Consultancy are entitled to process all Shared Personal Data for the Permitted Purpose in accordance with all Data Protection Laws, including that Data Subjects have each given Consents, including where necessary explicit Consents and that the transfer to (and processing in) all countries outside the United Kingdom by each Party in accordance with the Permitted Purpose comply with Data Protection Laws;

11.4.4 the Shared Personal Data is transferred to (and received by) the Client and the Consultancy in a secure manner using appropriate technical and organisational security measures that comply with the obligations of each Party under Data Protection Laws 8 Terms and Conditions for Client

11.4.5 it shall immediately notify the Client and the Consultancy if it becomes aware of any change or circumstance which will, may or is alleged to impact the lawfulness of any processing of the Shared Personal Data by the Client or the Consultancy (including if a Data Subject withdraws any necessary Consent or requests their Shared Personal Data is no longer processed or is erased or if any of the Shared Personal Data is not accurate or up-to-date), together with full details of the circumstances and (immediately once available) revised and corrected data;

11.4.6 it shall not by any act or omission cause the Client or the Consultancy (or any other person) to be in breach of any Data Protection Laws;



11.4.7 it shall keep copies of all notices, Consents or other records and information necessary to demonstrate its compliance with this clause 11; and

11.4.8 it shall promptly (and in any event within 2 Business Days) on request from time to time provide the Client with copies of all notices, Consents and other records and information referred to in clause 11.4.7.

11.5 Subject to the remainder of this clause 11, as between the Parties, responsibility for compliance with and responding to: 11.5.1 any Data Subject Request;

11.5.2 any Complaint;

11.5.3 each Party's respective obligations in respect of any Personal Data Breach (including notification of the Data Protection Supervisory Authority and/or Data Subject(s)) impacting or relating to any Shared Personal Data in the possession or control of the Agency (or any third party with whom it has shared such data) falls on the Agency; and

11.5.4 each Party's respective obligations in respect of any other obligation under Data Protection Laws (including any obligation to notify the Data Protection Supervisory Authority and/or Data Subject(s) of any other Personal Data Breach) falls on each Party subject to such obligation(s) under the Data Protection Laws.

11.6 Each Party shall promptly co-operate with and provide reasonable assistance, information and records to the other to assist each Party with their respective compliance with Data Protection Laws and in relation to all Complaints and Data Subject Requests.

11.7 The Client's obligations under clauses 11.5 and 11.6 shall be performed at the Agency's expense, except to the extent that the circumstances giving rise to such obligation arose out of any breach by the Client of its obligations under this Agreement.

11.8 Each Party ("Indemnifying Party") shall indemnify and keep indemnified the other Party against all Losses in connection with Data Subjects, including compensation to protect goodwill and ex gratia payments, calculated on a full indemnity basis, and in each case whether or not arising from any investigation by, or imposed by, a Data Protection Supervisory Authority, arising out of or in connection with any breach by the Indemnifying Party of its obligations under this clause 11.

11.9 Any breach by the Agency of any of its obligations under this clause shall be regarded as being material for the purposes of this Agreement:

11.9.1 Except as expressly stated in this clause 11, each Party shall pay its own costs and expenses incurred in connection with the performance of this clause 11.

11.9.2 The provisions of this clause 11 shall survive termination or expiry of this Agreement and continue indefinitely.

12. Confidentiality

12.1 "Confidential Information" means information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Client for the time being confidential to the Client and trade secrets including, without limitation, technical data and know-how relating to the business of the Client or any of its or their business contacts.

12.2 The Agency shall procure that the Consultancy shall keep all Confidential Information secret and confidential and not to disclose or use the same, save for in accordance with the provision of the Services.

12.3 All Confidential Information given by the Client to the Agency, or otherwise obtained or developed by the Agency relating to the Client, shall be kept secret and confidential by the Agency throughout the Term and following its termination or expiry and shall not be used or disclosed other than for the purposes of the proper performance of this Agreement or with the prior written consent of the Client.

12.4 The obligations of confidentiality in this clause 12 shall not extend to any matter which the Agency or the Client can show:

12.4.1 is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this Agreement;

12.4.2 was independently disclosed to it by a third party entitled to disclose the same; or 12.4.3 is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.

12.5 Nothing in this Agreement shall prevent any individual from reporting a criminal offence to any authorities.



13. Intellectual Property

The Agency warrants to the Client that it has obtained from the Consultancy a written and valid assignment of all existing and future Intellectual Property Rights in any works or inventions that the Consultancy Personnel may create during the course of the Agreement and of all materials embodying such rights and a written irrevocable waiver of all the Consultancy Personnel statutory moral rights in any such works, to the fullest extent permissible by law.

14. Termination

14.1 The Client may, without prejudice to its other rights or remedies, terminate this Agreement with immediate effect by written notice to the Agency if one or more of the following events occurs:

14.1.1 the Agency commits a material breach of this Agreement which is incapable of remedy or is capable of remedy but has not been remedied within thirty (30) days of receipt of a written notice specifying both the material breach and the Client's intention to terminate this Agreement if the material breach is not remedied;

14.1.2 the Agency: (a) enters into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them;

(b) passes a resolution or makes a determination for it to be wound up (without a declaration of solvency/except for the purposes of amalgamation or reconstruction);

(c) has a winding-up order or bankruptcy order made against it;

(d) has appointed to it an administrator or administrative receiver; or

(e) being a partnership, in addition to the above, suffers bankruptcy orders being made against all of its partners.

14.2 The Agency may terminate this Agreement upon giving written notice to the Client if:

14.2.1 the Client is in wilful or persistent breach of its obligations under this Agreement and where the breach is capable of being remedied, fails to remedy the breach within 7 days of receiving written notice from the Agency to do so;

14.2.2 the Client fails to pay any amount which is due to the Agency in full and on the date that the payment falls due;

14.2.3 the Client is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

14.2.4 an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Client;

14.2.5 an order is made for the winding up of the Client, or where the Client passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation or amalgamation where the resulting entity will assume all the obligations of the other party under this Agreement); or

14.2.6 (where the Client is an individual) the Client dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.

15. Consequences of Termination

15.1 Termination or expiry of this Agreement, however caused, shall be without prejudice to 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.

15.2 Upon the termination or expiry of this Agreement:

15.2.1 each party shall promptly return any property of the other which it has in its possession or control; and

15.2.2 the Agency shall, for no charge, co-operate with any transfer of the provision of the Services from the Agency to a third party.



16. Force Majeure

16.1 Neither the Client nor the Agency shall be liable for any breaches of its obligations under this Agreement resulting from causes beyond its reasonable control including but not limited to Acts of God, enemy, fire, flood, explosion or other catastrophe.

16.2 The Client accepts that the Agency shall not be liable for any breaches by the Consultancy of the obligations to the Client under this Agreement resulting from causes beyond the Consultancy's reasonable control including but not limited to Acts of God, enemy, fire, flood, explosion or other catastrophe.

17. Entire Agreement

17.1 This agreement constitutes the entire understanding between the parties concerning the subject matter hereof.

17.2 Each of the parties acknowledges and agrees that in entering into this Agreement, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) other than as expressly set out in this Agreement. The only remedy available to any party in respect of any such statement, representation, warranty or understanding shall be for breach of contract under the terms of this Agreement.

17.3 Nothing in this clause 17 shall operate to exclude any liability for fraud.

18. Miscellaneous

18.1 The Agency shall not assign, transfer or otherwise deal with any of its rights or obligations under this Agreement (save for in relations to debts as set out in the Schedule), or subcontract the performance of any of its obligations under this Agreement without the prior written consent of the Client, such consent not to be unreasonably withheld or delayed.

18.2 No variation or alteration of these terms shall be valid unless approved by the Agency and the Client in writing except where changes to the Services are necessary to comply with applicable safety and other statutory requirements, in which case the Consultancy may make such necessary changes without prior notification to the Client or the Agency.

18.3 The Agency operates as an employment business. The Agency shall ensure that at all material times holds a written notification from the Consultancy that, pursuant to regulation 32(9), it has opted out of the of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (SI 2003/3319) as amended by SI 2010/1782.

18.4 Any notice given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at its registered office for the time being. Any such notice shall be deemed served when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

19. Rights of Third Parties

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the Consultancy and the Agency shall have any rights under it. The terms of this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this Agreement may be rescinded, in each case, without the consent of any third party.

20. Modern Slavery

20.1 In performing their obligations under this Agreement, each Party shall comply with all applicable anti-slavery and human trafficking laws, statutes and regulations including the Modern Slavery Act 2015.

20.2 Each Party warrants that at the date of the Platform Agreement it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of, or in connection with, slavery and human trafficking.

21. Anti-bribery and Corruption



21.1 Each Party agrees to:

21.1.1 comply with Applicable Law relating to anti-bribery and anti-corruption including the Bribery Act 2010;

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

21.1.3 promptly report to, respectively, the other Party's CEO or Chair, any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement.

21.2 Breach of this clause 21 shall be deemed a material breach of the terms of this Agreement which is irremediable.

22. Anti-facilitation of Tax Evasion and Fraud

22.1 Each Party shall:

22.1.1 not engage in any activity, practice or conduct which would constitute a tax evasion facilitation offence under the Criminal Finances Act 2017;

22.1.2 have and shall maintain such policies and procedures as are reasonable in all the circumstances to prevent the facilitation of tax evasion by another person; and

22.1.3 promptly report to the other Party any relevant request or demand received from a third party to facilitate the evasion of tax in connection with the performance of this Agreement.

22.2 Breach of this clause 22 shall be deemed a material breach of the terms of this Agreement which is irremediable.

23. Dispute Resolution

23.1 Either Party may ask the other to enter into mediation in good faith to settle any dispute and will do so in accordance with the CEDR Model Mediation Procedure. To initiate the mediation a Party 12 Terms and Conditions for Client must give notice in writing ("ADR Notice") to the other Party to the dispute, referring the dispute to mediation. A copy of the referral should be sent to CEDR.

23.2 Unless otherwise agreed within 14 days of notice of the dispute to CEDR, the mediator will be nominated by CEDR. Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR Notice. The costs of the mediator shall be paid by the party submitting the ADR Notice.

23.3 Neither Party may commence any court proceedings in relation to any dispute or difference under this Agreement until that Party has attempted to settle the dispute by mediation and either the mediation has terminated, or the other Party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay. Nothing in this clause 23 shall prevent a Party from seeking relief to protect its Intellectual Property Rights or Confidential Information or exercise any rights to bring court proceedings which are not excluded by operation of this clause.

23.4 If the Parties reach agreement on the resolution of the dispute or difference, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, it shall be final and binding on the Parties.

24. Law and Jurisdiction

24.1 This agreement and any dispute or claim 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.

24.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.