

## G-Cloud 14 Terms and Conditions

### 1. INTERPRETATION

<b>“Applicable Laws”</b>	means all laws, statutes, regulations, and similar instruments from time to time in force applicable to the Parties, the Services, and to the Contract;
<b>“Business Day”</b>	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in United Kingdom;
<b>“Business Hours”</b>	means 9:00 a.m. to 5:00 p.m. on a Business Day;
<b>“Client” or “Company”</b>	means the party procuring the Services from the Service Provider under the Contract;
<b>“Client Equipment”</b>	means any and all equipment including computer hardware, systems, Client secure data stores and email such as but not limited to SharePoint, SAP, Outlook provided or otherwise made accessible by the Client to the Service Provider in relation to the provision of the Services (whether directly or indirectly) including, but not limited to, any such equipment set out in the Order <b>OR</b> Schedule;
<b>“Client Materials”</b>	means any and all information, documents, and other materials provided by the Client to the Service Provider in relation to the provision of the Services including, but not limited to, any such materials set out in the Order <b>OR</b> Schedule;
<b>“Commencement Date”</b>	means the date on which the Contract shall enter into effect, as set out in Clause 2 (Basis of Contract);
<b>“Confidential Information”</b>	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Contract (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
<b>“Contract”</b>	means the contract entered into by the Service Provider and the Client for the provision of Services in accordance with and on the basis of these Terms and Conditions;
<b>“Data Protection Legislation”</b>	means the meaning given in the Data Protection Act 2018, and the UK General Data Protection Regulation or (as applicable) the General Data Protection Regulation (EU) 2016/679; the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications).;
<b>“Fees”</b>	means any and all sums due under the Contract from the Client to the Service Provider in consideration of the Services, as set out in Clause 3(Fees, Payment, and Records);
<b>“Intellectual Property Rights”</b>	means patents, rights to inventions, copyright and related rights, moral rights, trademarks, service marks, business names, domain names, rights in get-up and trade dress, goodwill and the right to passing off actions, design rights, database rights, rights subsisting in software, rights to use confidential information and the right to protect the same, and any and all other intellectual property rights, whether registered or unregistered, including applications and the right to apply for (and be granted) renewals or extensions of, and rights to claim priority from, any such rights and any and all equivalent rights or other forms of protection subsisting now or in the future anywhere in the world;
<b>“Mandatory Policies”</b>	means the Client’s business policies <b>listed</b> in the Order <b>OR</b> Schedule;
<b>“Order”</b>	means the Client’s order for the Services as set out <b>in</b> the Client’s purchase order form <b>OR in</b> the Client’s written acceptance of the Service Provider’s quotation <b>OR Service</b> ;
<b>“Services”</b>	means the services to be provided by the Service Provider to the Client including its affiliates in accordance with the Contract, as fully defined in the Schedule;

- “Service Provider Equipment”** means any and all equipment including computer hardware, systems, secure data stores and email such as but not limited to SharePoint, SAP, Outlook provided and used by the Service Provider in relation to the provision of the Services (whether directly or indirectly) including, but not limited to, any such equipment set out in the Order **OR** Schedule;
- “Schedule”** means the full description and specification of the Services as agreed in writing by the Client and the Service Provider.
- “Screen”** means performing a background check including but not limited to public criminal records check, proof of residential address and reference check
- “Worker”** means any person, either self-employed or employed by the Service Provider, with suitable skill, knowledge, and experience who is nominated and engaged by the Service Provider to carry out the Services on behalf of the Service Provider (being either the person/s whose names/ is/are set out in Schedule 2 or any other suitable person/s).
- 1.1 Clause, Schedule, and paragraph headings shall not affect the interpretation of this agreement.
- 1.2 Unless the context otherwise requires:
- (a) words in the singular shall include the plural and, in the plural, shall include the singular.
  - (b) A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time.
  - (c) a reference to one gender shall include a reference to the other genders; and
  - (d) any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.3 In the case of conflict or ambiguity between any provision contained in the body of this license and any provision contained in the schedules or appendices, the provision in the body of this license shall take precedence.
- 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.5 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

## 2. SERVICES

- 2.1 In consideration of the Fee paid by the Client to the Supplier, the Supplier shall carry out the Services using reasonable care and skill.
- 2.2 In relation to Services provided by the Supplier
- (a) With effect from the Commencement Date the Service Provider shall, throughout the term of the Contract, provide the Services to the Client.
  - (b) The Service Provider shall ensure that the Services conform at all times with the Schedule in all material respects.
  - (c) The Service Provider shall provide the Services with best practices in the Professional IT Services sector in the United Kingdom.
  - (d) The Service Provider shall use reasonable endeavours to meet any performance dates set out in the Order OR Schedule or as the Client may notify to the Service Provider from time to time. Such dates shall be estimates only, however, and time shall be of the essence in the provision of the Services and with respect to such performance dates.

- (e) The Service Provider shall act in accordance with all reasonable instructions issued by the Client provided that such instructions are compatible with the Schedule.
- (f) The Service Provider shall ensure that any and all of its personnel involved in the provision of the Services are suitably skilled, qualified, and experienced to perform the part(s) of the Services to which they are assigned.
- (g) The Service Provider shall provide the Service Provider Equipment, which shall include all equipment required for the provision of the Services.
- (h) In the event that any licenses or consents are required to enable the Service Provider to provide the Services and to install and use any required Service Provider Equipment, the Service Provider shall obtain the same before the date on which the provision of the Services is due to begin (in accordance with sub-Clause 3.1), and shall maintain the same to the extent required for the provision of the Services and use of the Service Provider Equipment throughout the term of the Contract.
- (i) The Service Provider shall use any Client Materials provided by the Client from time to time only to the extent reasonably necessary for and only for the purposes of the provision of the Services and only in accordance with the Client's written authorization and instructions. The Service Provider shall hold any and all Client Materials in safe custody, at its own risk, and shall maintain the same in reasonable condition. The Service Provider shall return or dispose of Client Materials in its possession at the Client's option and on the Client's written instruction.
- (j) The Service Provider shall use any Client Equipment provided (or made available) by the Client from time to time only to the extent reasonably necessary for and only for the purposes of the provision of the Services and only in accordance with the Client's written authorization and instructions. The Service Provider shall use all such Client Equipment with care and in accordance with best practice at all times. The Service provider shall return Client Equipment in its possession on the Client's written instruction.
- (k) In the event that the Client provides access to the Client's premises and any other facilities that is or are agreed upon by the Parties or as otherwise reasonably required from time to time by the Service Provider to enable the Service Provider to provide the Services, the Service Provider shall use the same only to the extent reasonably necessary for and only for the purposes of the provision of the Services and only in accordance with any written authorization and instructions and (as further stated in sub-Clause 8.1.(c)) all applicable health and safety rules and regulations and security requirements in place at the Client's premises and such other facilities.

2.3 The Client shall provide:

- (a) all co-operation that is reasonably required by the Service Provider to enable the Service Provider to provide the Services.
- (b) any and all Client Materials that are agreed upon by the Parties or as otherwise reasonably required from time to time by the Service Provider together with any necessary written authorization and instructions relating to the Client Materials, to enable the Service Provider to provide the Services.
- (c) all Client Equipment (or access thereto) that is agreed upon by the Parties or as otherwise reasonably required from time to time by the Service Provider together with any necessary written authorization and instructions relating to the Client Equipment, to enable the Service Provider to provide the Services.

- (d) where required, access to and availability and use of the Client's premises and any other facilities that is or are agreed upon by the Parties or as otherwise reasonably requested from time to time by the Service Provider to enable the Service Provider to provide the Services and shall inform the Service Provider of any applicable health and safety rules and regulations and security requirements.
  - (e) for the purposes of this Clause 3, a conflict of interest is deemed to include, without limitation, providing the same or similar services to any other company engaged in business similar or the same as that of the Company.
  - (f) The Client will provide the contact details such as name and email address for a primary and alternative approver for all Service Providers timesheets.
  - (g) Client approval of Service Providers Timesheet by 5 business days post submission by the service Provider
- 2.4 The Supplier may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this license, provided it gives written notice to the Client.

### 3. FEES

- 3.1 The Client shall pay to the Supplier the Fee as specified in the Order Form.
- 3.2 The Client shall reimburse the Service Provider all Client approved travelling and other out of pocket expenses wholly and reasonably incurred by it or any Worker/s in the proper performance of its obligations hereunder, other than their expenses of travelling between the Worker's normal place of business and the premises at which the Services are to be performed, provided that on request, the Service Provider shall provide the Client with such vouchers or other evidence of actual payment of such expenses as the Client may reasonably require.
- 3.3 All sums payable by the Client under the Contract shall be exclusive of VAT. In the event that any taxable supply for VAT purposes is made under the Contract by the Service Provider to the Client, the Client shall, upon receipt of a valid VAT invoice from the Service Provider, pay to the Service Provider such additional sums in respect of VAT as are chargeable on the supply of the Services at the same time that payment is due for the provision of the Services.
- 3.4 If the Client receives an invoice and reasonably believes that it is incorrect, it may dispute that invoice in good faith as follows:
- (a) the Client shall notify the Service Provider in writing as soon as reasonably possible and practicable.
  - (b) the Client shall not be deemed to be in breach of the Contract for failure to pay the disputed sums while such a dispute is ongoing.
  - (c) The Client shall pay any sum which is not in dispute by the due date for payment.
  - (d) following the resolution of the dispute, the Client shall pay the sum agreed between the Parties including any interest charged on that sum by the Service Provider, as calculated in accordance with sub-Clause 5.8 (from the original due date for payment).
  - (e) in the event that the Service Provider is required to refund any sums to the Client, no interest shall be added to such sums; and

- (f) following the resolution of the dispute, in the event that either Party is required to make a balancing payment, that Party shall make such payment within 5 Business Days and, in the event that the Service Provider is required to issue a credit note, it shall issue the same within 5 Business Days.
- 3.5 any sums which remain unpaid by the due date for payment under the Contract shall incur interest on a daily basis at a rate of 8% per annum above the base rate of the Bank of England from time to time, or at 10% per annum for any period during which that base rate is below 0%, from the due date for payment until payment is made in full of any such outstanding sums, whether before or after judgment.
- 3.6 All sums due under the Contract shall be paid in full without any set-off, withholding, deduction, or counterclaim except any withholding or deduction (if any) of tax that is required by law.

#### **4. CONFIDENTIALITY AND PUBLICITY**

- 4.1 Each party shall, during the term of this license and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this license) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party or any of its Affiliates, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this license, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorized disclosure of any such information.
- 4.2 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

#### **5. LIMITS OF LIABILITY**

- 5.1 Nothing in the Contract shall limit or exclude either Party's liability under or in relation to the Contract for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, for the wilful misconduct of either Party or that of its employees or agents, for any 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 (relating to title and quiet possession), or any other form of liability which cannot be limited or excluded by law.
- 5.2 Nothing in this Clause 9 shall exclude or limit the Party's payment obligations under the Contract.
- 5.3 Nothing in this Clause 9 shall exclude or limit the Service Provider's liability under sub-Clause 6.6(I) (Data processing indemnity) in respect of which any liability arising shall be unlimited.
- 5.4 Neither Party shall have the right to benefit from any of the exclusions or limitations of liability set out in this Clause 9 in respect of any liability under or in relation to the Contract which arises out of the deliberate default of either that party or of that Party's employees or agents.
- 5.5 Nothing in this Clause 9 shall exclude claims under or in relation to the Contract for direct financial loss that are not expressly excluded by categories (a) to I OR (h) of sub-Clause 9.6.
- 5.6 Subject to sub-Clauses 9.1 to 9.5 and to any other provision to the contrary in the Contract, neither Party shall be liable under or in relation to the Contract for any loss suffered by the other, whether suffered directly or indirectly, or whether immediate or consequential, arising in contract, tort (including negligence), breach of statutory duty, or otherwise, which falls within any of the following categories:

- (a) loss of profits.
  - (b) loss of sales or business.
  - (c) loss of business opportunity.
  - (d) loss of agreements or contracts.
  - (e) loss of anticipated savings.
  - (f) loss or corruption of data.
  - (g) loss of, or damage to, goodwill.
  - (h) indirect or consequential loss; or
  - (i) special damages, even in the event that the relevant Party was aware of the circumstances in which the same could arise.
- 5.7 Subject to sub-Clauses 9.1, 9.3, 9.4, and 9.5, the total aggregate liability of the Service Provider under or in relation to the Contract for any and all related or unrelated acts or omissions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 250k GBP.
- 5.8 Subject to sub-Clause 12.1, 12.3, 12.4, and 12.5, the total aggregate liability of the Client under or in relation to the Contract for all related or unrelated acts or omissions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 250k GBP.
- (a) The limit on the Service Provider's liability referred to in sub-Clause 9.7 shall not be reduced by any sums agreed to be paid or awarded in accordance with sub-Clause 6.6(1) (Data processing indemnity) or by any sums awarded by any court or arbitrator using their statutory or procedural powers in relation to the costs of proceedings or interest for late payment.
  - (b) Notwithstanding sub-Clause 9.6, but subject to sub-Clause 9.7, the Service Provider shall also assume responsibility for the following losses which shall be recoverable by the Client:
  - (c) sums paid by the Client to the Service Provider under the Contract in respect of any part of the Services which is or are not provided in accordance with the terms of the Contract.
  - (d) wasted expenditure.
  - (e) additional costs incurred by the Client in procuring and implementing replacement or alternative services including, but not limited to, costs of management and personnel time, consultancy costs, materials costs, and equipment costs; and
  - (f) losses incurred by the Client which arise out of or in connection with any claim, demand, penalty, fine, action, investigation, or other proceeding by any third party against the Client resulting from any act or omission of the Service Provider.
- 5.9 Subject to the above provisions of Clause 9, the Client's rights under the Contract shall be in addition to, and not exclusive of, any common law rights or remedies.



## 6. FORCE MAJEURE

- 6.1 For the purposes of the Contract, "Force Majeure Event" means, in relation to either Party, any circumstances beyond that Party's reasonable control including, but not limited to, any strike, lockout, or other form of industrial action; shortage of components or raw materials; lack of, interruption to, or failure of any utility service, or lack of available facilities; non-performance by suppliers or sub-contractors; collapse of buildings, fire, explosion, accident, acts of God, storm, flood, drought, earthquake, epidemic, pandemic, or other natural disaster; terrorist attack, civil commotion or riots, war, civil war, threat of preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off diplomatic relations; nuclear, chemical, or biological contamination, or sonic boom; or any law or action taken by a government or public authority including, but not limited to, imposing an export or import restriction, quota, or prohibition, or failing to grant a necessary license or consent, or any similar or dissimilar circumstances.
- 6.2 If any Force Majeure Event occurs in relation to either Party which affects or may affect that Party's performance of its obligations under the Contract, the affected Party shall notify the other Party as soon as reasonably possible and practicable of the nature and extent of the circumstances in question. The affected Party shall use reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 6.3 Subject to compliance with sub-Clause 13.2, neither Party shall be deemed to be in breach of the Contract or shall otherwise be liable to the other by reason of any delay in performance or non-performance of any of its obligations under the Contract to the extent that performance of that obligation is prevented, hindered, or delayed by a Force Majeure Event of which it has notified the other Party, and the time for that performance shall be extended accordingly.
- 6.4 If the performance by either Party of any of its obligations under the Contract is prevented, hindered, or delayed by a Force Majeure Event for a continuous period in excess of 30 calendar days, the other Party shall be entitled to terminate the Contract immediately by giving 30 Business Days written notice to the affected Party.

## 7. TERMINATION

- 7.1 Without prejudice to any other right or remedy available to it, either Party may terminate the Contract by giving the other Party 30 Business Days written notice.
- 7.2 Without prejudice to any other right or remedy available to it, either Party may terminate the Contract immediately by giving written notice to the other Party in the event that:
- (a) the other Party does not pay any sum due under the Contract when it is due to be paid and such sum remains outstanding for at least 7 Business Days after receiving written notification to pay that sum.
  - (b) The other Party commits a material breach of any term of the Contract and (if that breach is capable of remedy) does not remedy that breach within 30 Business Days after receiving written notification to do so.
  - (c) the other Party threatens to, or does, suspend, payment of its debts as they fall due, admits that it is unable to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (as if the meaning of the words "it is proved to the satisfaction of the courts" contained in sections 123(1)(e) or 123(2) of the Insolvency Act 1986 did not appear in those sections), or (being an individual) is deemed either to be unable to pay its debts or as having no reasonable prospect of paying its debts, in either case, within the meaning of section 268 of the Insolvency act 1986, or (being a partnership) has any partner to whom any of the foregoing applies;

- (d) the other Party begins negotiations with any class or all of its creditors about the rescheduling of any of its debts or proposes any compromise or arrangements with any of its creditors or enters into the same, other than (being a company) solely for the purpose of a scheme for the solvent amalgamation of that other Party with one or more other companies or for the solvent reconstruction of that other Party.
  - (e) The other Party applies to the court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986.
  - (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or otherwise in connection with the winding up of the other Party (being a company, limited liability partnership, or a partnership) other than solely for the purpose of a scheme for the solvent amalgamation of that other Party with one or more other companies or for the solvent reconstruction of that Party.
  - (g) an application is made to the court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given, or an administrator is appointed, over the other Party (being a company, limited liability partnership, or a partnership).
  - (h) the holder of a qualifying floating charge over the assets of that other Party (being a company or limited liability partnership) has become entitled to appoint, or has appointed, an administrative receiver.
  - (i) A person becomes entitled to appoint a receiver over any or all of the assets of the other Party, or a receiver is appointed over all or any of the assets of the other Party.
  - (j) the other Party (being an individual) is the subject of a bankruptcy petition, application, or order.
  - (k) 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 part of the other Party's assets and such attachment or process is not discharged within 30 Business Days.
  - (l) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject, that has a similar effect to any of the events set out above in sub-Clauses 14.1(c) to (k) (inclusive).
  - (m) the other Party ceases or suspends, or threatens to cease or suspend, carrying on all or a substantial part of its business.
  - (n) the other Party (being an individual) dies, or due to illness or incapacity (whether mental or physical), becomes incapable of managing their own affairs or becomes a patient under any mental health legislation; or
  - (o) there is a change of control of the other Party (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 7.3 For the purposes of sub-Clause 14.2(b), a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.



## 8. EFFECTS OF TERMINATION

- 8.1 Upon the termination or expiry of the Contract for any reason:
- 8.2 any sum owing by either Party to the other Party under the Contract shall become immediately due and payable.
- 8.3 The Service Provider shall immediately return any and all Client Materials and Client Equipment in its possession. The Service Provider shall be fully and solely responsible for Client Materials and Client Equipment in its possession until they are returned to the Client and shall not use the same for any purpose which is not connected with the Contract. In the event that the Service Provider fails to return any Client Materials or Client Equipment within 30 Business Days of the termination or expiry of the Contract, the Client shall have the right to enter the Service Provider's premises to take possession of them solely at the Service Provider's cost.
- 8.4 each Party shall (except to the extent referred to in Clause 8 (Confidentiality) immediately cease to use, either directly or indirectly, any Confidential Information belonging to the other Party, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.
- 8.5 termination or expiry shall not affect or prejudice any rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of termination or expiry including, but not limited to, the right to claim damages or any other remedy in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 8.6 any provision of the Contract which either expressly or by implication is intended to continue in force or come into force after or upon the termination or expiry of the Contract shall remain in full force and effect.

## 9. NO WAIVER

- 9.1 No failure or delay by either Party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

## 10. FURTHER ASSURANCE

- 10.1 Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Contract into full force and effect.

## 11. VARIATION

- 11.1 Other than as set out in these Terms and Conditions, no variation of the Contract including, but not limited to, the introduction of any additional terms and conditions, shall be effective unless it is made in writing and signed by both the Parties (or their authorized representatives).
- 11.2 All changes relating to additional services requested by the Client will be dealt with as a variation to Annex 1 Schedule 2 and will require an approved Change Request

## 12. SEVERANCE

- 12.1 In the event that one or more of the provisions of the Contract is found to be unlawful, invalid, or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Contract. The remainder of the Contract shall be valid and enforceable.

### 13. THIRD PARTY RIGHTS

- 13.1 No part of the Contract shall be intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract.
- 13.2 Subject to this Clause 20, the Contract shall continue and be binding on the transferee, successors and assigns of either Party as required.

### 14. RELATIONSHIP OF THE PARTIES

- 14.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party.
- 14.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 14.3 Nature of Appointment, and Engagement of Workers
- (a) The Service Provider in its complete discretion on one or more occasions may substitute any replacement Worker for any other Worker engaged by it or engage any additional Worker/s on the Services provided that any Worker/s chosen by the Service Provider has/have adequate and suitable skills, capabilities, and experience to provide the Services.
  - (b) The Service Provider shall use all reasonable endeavours to avoid or minimize such changes or additions and to consult with the Company beforehand about any such proposed change in the engagement of the persons carrying out the Services. However, the Service Provider shall in any event provide such a substitute or addition where the provision of the Services is unduly delayed by absence due to incapacity or for any other reason upon notification by the Company (or the Company's representative) that a delay is unacceptable or where it is otherwise necessary to provide such a substitute or addition.
  - (c) The Company shall only be entitled to refuse to accept any Worker/s if in its reasonable opinion they are not suitable due to lack of adequate or suitable skill, capability, or experience.
  - (d) The Service Provider is responsible for the quality of the work undertaken by Workers on the Services and, without limitation, is wholly responsible for ensuring that Workers performing the Services shall do so competently and with reasonable care and skill.
  - (e) Subject to the provisions of this Agreement (including any requirements set out in the Schedule) the Service Provider shall at all times be exclusively responsible for organizing and entitled to organize where, when, how, and in what order the Services are performed but shall liaise with the Company to ensure that due account is taken of the Company's requirements and reasonable requests of the Company from time to time.
  - (f) The Service Provider is not obliged to make its services available except to fulfil its obligations under this Agreement. The engagement and appointment of the Service Provider to provide Services under this Agreement does not create any mutual obligations on the part of the Service Provider or the Company to offer or accept any further contract, engagement, or services. No continuing relationship shall hereby be created or implied.

## 15. NOTICES

- 15.1 All notices under the Contract shall be in writing and deemed duly given if signed by, or on behalf of, a duly authorized officer of the Party giving the notice.
- 15.2 All notices under the Contract shall be addressed to the most recent postal address, fax number, or email address given in the Schedule or as otherwise notified in writing by either Party to the other from time to time.
- 15.3 Notices shall be deemed to have been duly given:
- (a) when delivered, if delivered by courier or other messenger during the normal business hours of the recipient, on signature of a delivery receipt; or
  - (b) when sent, if sent by fax or email and a successful confirmation of receipt or read receipt is generated during the normal business hours of the recipient or, if sent outside the recipient's normal business hours, when such business hours resume; or
  - (c) at 11:00 a.m. on the second Business Day following mailing or at the delivery time recorded by the relevant delivery service, if mailed by first-class mail, postage prepaid or by any other next working day delivery service.
- 15.4 For the purposes of this Clause 23, "normal business hours" shall mean 9.00 a.m. to 5.00 p.m., Monday to Friday on a day that is not a public or bank holiday in UK.

## 16. ENTIRE AGREEMENT

- 16.1 The Contract constitutes the entire agreement between the Parties with respect to its subject matter.
- 16.2 Each Party acknowledges that, in entering into the Contract, it shall not rely on any representation, warranty, assurance or other provision (made innocently or negligently) except as expressly provided in the Contract.

## 17. LAW AND JURISDICTION

- 17.1 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.
- 17.2 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).

## **18. INTELLECTUAL PROPERTY RIGHTS**

- 18.1 The Client (and, where applicable, its licensors) shall retain ownership of the Intellectual Property Rights subsisting in any and all Client Materials and Client Equipment.
- 18.2 Service Provider acknowledges and agrees, and shall procure that the Worker acknowledges and agrees, that the Client retains ownership of all Intellectual Property Rights of whatever nature and, if registrable, whether registered or not, in the documents or other material and data and other information provided to or provided by the Worker in relation to the Services. For the avoidance of doubt, the Client will not be deemed to have granted the Worker or the Service Provider any licence to use the documents or other material and data or other information other than solely for the purposes of the relevant Services.
- 18.3 Service Provider will and shall endeavor to procure that Worker will, promptly disclose to Client and to the Service Provider any idea, method, invention, discovery, design, concept, or other work made or created by the Worker in relation to Services provided during the term of this Agreement.
- 18.4 Service Provider warrants that the Services provided are not in breach of the intellectual property rights of any third party.
- 18.5 The Client shall grant to the Service Provider a non-exclusive, fully paid-up, royalty-free, non-transferrable, non- sublicensable licence to use, copy, and modify the Client Materials for the term of the Contract only to the extent reasonably necessary for and only for the purposes of the provision of the Services and only in accordance with the Client's written authorization and instructions to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 18.6 If any provision or part-provision of this agreement is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid, and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **19. NO PARTNERSHIP OR AGENCY**

- 19.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party.
- 19.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.