

DATED

FRAMEWORK SERVICES AGREEMENT

[INSERT]

and

Carbon60 Limited

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SCHEDULE

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This agreement is dated [DATE]

Parties

- (1) **Carbon60 Limited** incorporated and registered in England and Wales with company number 2209742 whose registered office is at First Floor, Mulberry House, Parkland Square, 750 Capability Green, Luton, LU1 3LU (**Supplier**).
- (2) **[insert]** incorporated and registered in England and Wales with company number **[insert]** whose registered office is at **[insert]** (**Customer**)

BACKGROUND

- (A) The Supplier is in the business of providing the Services.
- (B) The Customer wishes to obtain and the Supplier wishes to provide the Services on the terms set out in this agreement.

Agreed terms

1. Interpretation

- 1.1 The following definitions and rules of interpretation apply in this agreement:

Affiliate: in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time.

Applicable Laws: all applicable laws, statutes, regulation from time to time in force.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Control: the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and **controls, controlled** and the expression **change of control** shall be construed accordingly.

Customer's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Customer, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Works including any such items specified in a Statement of Work.

Customer Materials: all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to the Supplier in connection with the Works, including the items provided pursuant to clause 6.1(c).

Data Protection Legislation: means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder);

Deliverables: any output of the Works to be provided by the Supplier to the Customer as specified in a Statement of Work.

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 Laws or governmental order, rule, regulation or direction;

Intellectual Property Rights: patents, rights to inventions, copyright and trade marks business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Milestone: a date by which a part or all of the Works is to be completed, as set out in a Statement of Work.

Personnel: means individuals engaged by the Supplier to provide the Works;

Services: the services agreed to be provided by the Supplier in each Statement of Work.

SoW Charges: the sums payable for the Works as set out in a Statement of Work.

Statement of Work: a plan, agreed in accordance with clause 3, describing the services to be provided by the Supplier, the timetable for their performance and the related matters listed in the template statement of work set out in Schedule 1.

Supplier's Equipment: any equipment, including tools, systems or facilities, provided by the Supplier to the Customer and used directly or indirectly in the supply of the Works, including any such items specified in a Statement of Work but excluding any such items which are the subject of a separate agreement between the parties under which title passes to the Customer.

TUPE: the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246).

Works: the Services which are provided by the Supplier under a Statement of Works.

- 1.2 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.3 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
- 1.6 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.9 A reference to **this agreement** or to any other agreement or document is a reference to this agreement or such other agreement or document, in each case as varied or novated from time to time.
- 1.10 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.
- 1.11 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.

2. Commencement and duration

- 2.1 This agreement shall commence on **[INSERT]** unless terminated earlier in accordance with clause **12** (Termination), until either party gives to the other party written notice to terminate.
- 2.2 If there are no uncompleted Statements of Work as at the date notice to terminate is served under clause **2.1** such notice shall terminate this agreement with immediate effect. If there are uncompleted Statements of Work as at the date notice to terminate served under clause **2.1** such notice shall be effective immediately on the completion of all Statements of Work entered into before the date on which it is served.
- 2.3 The parties shall not enter into any further Statements of Work after the date on which notice to terminate is served under clause **2.1**.
- 2.4 The Customer may procure the Services by agreeing a Statement of Work with the Supplier pursuant to clause **3** (Statements of Work).

3. Statements of Work

- 3.1 The Customer shall ask the Supplier to provide Services and provide the Supplier with as much information as the Supplier reasonably requests in order to prepare a draft Statement of Work for the Services requested. The Supplier and the Customer shall discuss and agree that draft Statement of Work and both parties shall sign the draft Statement of Work when it is agreed.
- 3.2 Once a Statement of Work has been agreed and signed in accordance with clause **3.1**, no amendment shall be made to it except in accordance with clause **16** (Variation).

- 3.3 Each Statement of Work shall be part of this agreement and shall not form a separate contract to it.

4. TUPE on entry

- 4.1 If TUPE is applicable in relation to the Works under a Statement of Work, the parties shall comply with their respective obligations under TUPE legislation.
- 4.2 The Customer shall indemnify the Supplier in full for and against all claims, costs, expenses or liabilities whatsoever and howsoever arising incurred or suffered by the Supplier including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to:
- (a) the termination by the Customer and/or the outgoing supplier of the employment of any of the transferring employees prior to the commencement of the Services by the Supplier;
 - (b) any liability, obligation, claim or similar incurred as a result of the acts or omissions of the Customer and/or outgoing supplier in respect of the transferring employees, which is deemed to have been done by the Supplier by virtue of TUPE; and
 - (c) any claim made at any time by any employee of the Customer other than the transferring employees who claim to have become an employee of or have rights against the Supplier by virtue of TUPE (Claims).
- 4.3 All salaries and other emoluments including holiday pay, taxation and National Insurance contributions and contributions to retirement benefit schemes relating to the transferring employees shall be borne by the Customer and/or outgoing supplier up to and including the commencement of the Services by the Supplier.

5. Supplier's responsibilities

- 5.1 The Supplier shall use reasonable endeavours to provide the Works, and deliver the Deliverables to the Customer, in accordance with a Statement of Work in all material respects.
- 5.2 The Supplier shall use reasonable endeavours to meet the Milestones specified in a Statement of Work but any such dates shall be estimates only and time for performance by the Supplier shall not be of the essence of this agreement.
- 5.3 The Customer acknowledges that once the Customer has authorised a Milestone this is confirmation that the Works and Deliverables provided are satisfactory.

6. Customer's obligations

- 6.1 The Customer shall:
- (a) co-operate with the Supplier in all matters relating to the Works;
 - (b) provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office

accommodation, data and other facilities as required by the Supplier including any such access as is specified in a Statement of Work;

- (c) provide to the Supplier in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or a third party) required under a Statement of Work or otherwise reasonably required by the Supplier in connection with the Works and ensure that they are accurate and complete;
- (d) inform the Supplier of all health and safety and security requirements that apply at the Customer's premises and ensure a safe and secure work environment is provided to the Supplier and its Personnel at all times, including identifying, monitoring, removing and disposing of any hazardous materials before and during the supply of the Services;
- (e) ensure that all the Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Works and conforms to all relevant United Kingdom standards or requirements;
- (f) obtain and maintain all necessary licences, insurance and consents and comply with all relevant legislation as required to enable the Supplier to provide the Works, including in relation to the installation of the Supplier's Equipment, the use of all Customer Materials and the use of the Customer's Equipment insofar as such licences, consents, insurance and legislation relate to the Customer's business, premises, staff and equipment, in all cases before the date on which the Works are to start;
- (g) keep, maintain and insure the Supplier's Equipment in good condition and not dispose of or use the Supplier's Equipment other than in accordance with the Supplier's written instructions or authorisation; and
- (h) comply with any additional responsibilities of the Customer as set out in the relevant Statement of Work.

6.2 If the Supplier's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, the Supplier shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

6.3 The Customer will indemnify the Supplier from and against all liabilities, claims, demands, suits, judgments, damages and losses including expenses costs and legal fees arising out of:

- (a) death or injury to any person whatsoever including but not limited to the Customer's officers, agents, servants, employees and subcontractors, including the Personnel; and
- (b) loss of or damage to or destruction of any property whatsoever, including but not limited to the property of the Customer, 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 Customer, 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.

7. Charges and payment

7.1 In consideration of the provision of the Works by the Supplier, the Customer shall pay the SoW Charges. The amount of those charges shall be as set out in a Statement of Work.

- 7.2 The Supplier shall invoice the Customer for the SoW Charges at the intervals specified, or on the achievement of the Milestones indicated, in the Statement of Work. If no intervals are so specified, the Supplier shall invoice the Customer at the end of each month for Works performed during that month.
- 7.3 The Customer shall pay each invoice submitted to it by the Supplier within 30 days of receipt to a bank account nominated in writing by the Supplier from time to time.
- 7.4 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier any sum due under this agreement on the due date:
- (a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and
 - (b) the Supplier may suspend part or all of the Works until payment has been made in full.
- 7.5 All sums payable to the Supplier under this agreement:
- (a) are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
 - (b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. Intellectual property rights

- 8.1 In relation to the Customer Materials, the Customer:
- (a) and its licensors shall retain ownership of all IPRs in the Customer Materials; and
 - (b) grants to the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of this agreement for the purpose of providing the Works to the Customer.
- 8.2 The Customer:
- (a) warrants that the receipt and use in the performance of this agreement by the Supplier, its agents, subcontractors or consultants of the Customer Materials shall not infringe the rights, including any Intellectual Property Rights, of any third party; and
 - (b) shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred or paid by the Supplier arising out of or in connection with any claim brought against the Supplier, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights, to the extent that the infringement or alleged infringement results from copying, arising out of, or in connection with, the receipt or use in the performance of this agreement of the Customer Materials.

9. Data protection

- 9.1 Both parties will comply with all applicable requirements of Data Protection Legislation as amended or updated from time to time.
- 9.2 The parties acknowledge that for the purposes of the Data Protection Legislation, it may be necessary for the Customer to process certain personal data on behalf of the Supplier, and the Customer may act as a “controller” or a “processor” 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 Data Protection Legislation.
- 9.3 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.
- 9.4 In relation to any personal data processed in connection with its obligations under this agreement the Customer shall:
- (a) process the personal data only on the written instructions of the Supplier unless the Customer is required by any applicable law to process such data and notifies the Supplier to this effect;
 - (b) 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;
 - (c) ensure that all personnel who have access to and/or process personal data are obliged to keep it confidential;
 - (d) not transfer any personal data outside of the European Economic Area;
 - (e) 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;
 - (f) notify the Supplier without delay on becoming aware of a personal data breach relating to this Agreement;
 - (g) 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
 - (h) maintain complete and accurate records and information to demonstrate compliance with this Clause 9.
- 9.5 Where applicable the parties will enter into a data processing agreement.

10. Confidentiality

- 10.1 Each party undertakes that it shall not at any time during this agreement, and for a period of five years after termination or expiry of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 10.2(a).
- 10.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 10; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.3 No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

11. Limitation of liability

11.1 Nothing in this clause 11 shall limit the Customer's payment obligations under this agreement.

11.2 Nothing in this agreement limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

11.3 Subject to clause 11.2 (liabilities which cannot legally be limited), the Supplier's total liability to the Customer:

- (a) for damage to property caused by the negligence of its employees and agents in connection with this agreement shall not exceed £5,000,000 for any one event or series of connected events;
- (b) for loss arising from the Supplier's failure to comply with its data processing obligations under clause 9 (Data protection) shall not exceed £10,000,000; and
- (c) for all other loss or damage which does not fall within subclause (a) or (b) shall not exceed £5,000,000.

11.4 Subject to clause 11.1 (No limitation on the customer's payment obligations), and clause 11.2 (Liabilities which cannot legally be limited), this clause 11.4 specifies the types of losses that are excluded:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

11.5 The Supplier has given commitments as to compliance of the Services with relevant specifications in clause 5.1 (Supplier's responsibilities). In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

12. Termination

12.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability 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 (**IA 1986**) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;
- (c) 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 arrangement with any of its creditors [other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party];
- (d) the other party applies to court for, or obtains, a moratorium under Part A1 of the IA 1986;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership) [other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party];
- (f) an application is made to 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, partnership or limited liability partnership);
- (g) 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;
- (h) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- (i) 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 the other party's assets and such attachment or process is not discharged within 14 days;
- (j) 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 clause 12.1(b) to clause 12.1(i) (inclusive);
- (k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

12.2 Without affecting any other right or remedy available to it, the Supplier may terminate this agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified to make such payment.

13. Obligations on termination and survival

13.1 Obligations on termination or expiry

On termination or expiry of this agreement:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of the Works supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
- (b) the Customer shall, return all of the Supplier's Equipment. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of the Supplier's Equipment. Until the Supplier's Equipment has been returned or repossessed, the Customer shall be solely responsible for its safe keeping; and
- (c) the Supplier shall on request return any of the Customer Materials not used up in the provision of the Works.

13.2 Survival

- (a) On termination or expiry of this agreement, all existing Statements at Work shall terminate automatically.
- (b) Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.
- (c) Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

14. Force Majeure

14.1 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.

14.2 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.

15. Assignment and other dealings

15.1 Either party may at any time assign, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights under this agreement upon prior written notice.

16. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. Waiver

- 17.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 17.2 A failure or delay by a party to exercise 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 prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

18. Rights and remedies

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

19. Severance

- 19.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 19.2 If any provision or part-provision of this agreement is deemed deleted under clause 19.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

20. Entire agreement

- 20.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 20.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.

21. Conflict

If there is an inconsistency between any of the provisions of this agreement and the provisions of the Schedules, the provisions of this agreement shall prevail.

22. No partnership or agency

- 22.1 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 authorise any party to make or enter into any commitments for or on behalf of any other party.
- 22.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

23. Third party rights

- 23.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

24. Notices

- 24.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (b) sent by email in the case of the Supplier to legal@impellam.com.
- 24.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00 am on the second Business Day after posting; or
 - (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 24.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 24.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

25. Counterparts

- 25.1 This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

26. Multi-tiered dispute resolution procedure

- 26.1 If any dispute arises in connection with this agreement, the Supplier's representative and the Customer's representative 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.

- 26.2 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.
- 26.3 During the period of any dispute resolution, the terms of this agreement shall remain in full force and effect. Nothing in this Clause 25 shall prevent either party from seeking urgent relief or injunctive remedies before the courts.

27. Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

28. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 [Template Statement of Work]

1. Works: [LIST OUT ALL THE WORKS TO BE PROVIDED UNDER THIS STATEMENT OF WORK.]
2. Customer's representative and Supplier's representative: [LIST OUT THE RELEVANT INDIVIDUALS].
3. Start date and term: [SPECIFY WHEN THE WORKS WILL COMMENCE, AND THE TERM OF THIS STATEMENT OF WORK].
4. Customer Materials: [LIST OUT THE CUSTOMER MATERIALS].
5. Customer's Equipment: [LIST OUT THE CUSTOMER'S EQUIPMENT].
6. Supplier's Equipment: [LIST OUT THE SUPPLIER'S EQUIPMENT].
7. [Service Levels: [INCLUDE ANY SERVICE LEVELS, IF APPLICABLE].]
8. Timetable: [SET OUT THE TIMETABLE FOR PERFORMING THE WORKS].
9. Milestones: [SET OUT ANY MILESTONES FOR THE WORKS].
10. Deliverables: [SET OUT ANY DELIVERABLES FOR THE WORKS].
11. Acceptance Criteria: [SET OUT ANY CRITERIA FOR ACCEPTING THE DELIVERABLES OR THE MILESTONES].
12. SoW Charges: [SET OUT THE CHARGES AND PAYMENT FOR THE WORKS].

The list of transferring employees for the purposes of (TUPE) are set out below:

List of Employees

Employee name	Benefits
[EMPLOYEE NAME]	[DETAILS OF BENEFITS]

.....

Signed by [NAME OF CUSTOMER REPRESENTATIVE] for and on behalf of the Customer.

.....

Signed by [NAME OF SUPPLIER REPRESENTATIVE] for and on behalf of the Supplier.

Signed by [NAME OF DIRECTOR]
for and on behalf of **Carbon60
Limited**

.....
Director

Signed by [NAME OF DIRECTOR]
for and on behalf of **[insert]**

.....
Director