

This agreement is between **Stoneseed Ltd**, (Company Number: 6921640), 3 Innovate Mews, Sherwood Park, Nottingham, NG15 0EA ("Stoneseed") and [REDACTED], (Company Number: [REDACTED]), of [REDACTED] ("the Customer"), each a Party and jointly the Parties.

These General Terms and Conditions set out the terms and conditions which govern the provision of Services by Stoneseed to the Customer.

1. DEFINITIONS

The definitions in this clause 1 apply except where an alternative definition is given in a Service Definition in which case the definition in the Service Definition shall take precedence for purposes of the Services specific to the said Service Definition. Plurals shall carry the same meaning as any singular definition.

"Acquired Rights Directive" means the European Council Directive 77/187/EEC and 98/50/EC and the Acquired Rights Amendment Directive (2001/23/EC) on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or replaced from time to time.

"Agreement" means these General Terms and Conditions and each and any Service Definition.

"Applicable Law" means the laws of England and Wales and, insofar as they apply, of the European Union, and any other laws or regulations, regulatory policies, statutes, guidelines or industry codes which apply to the provision of the Service from time to time.

"Charges" means singular or aggregated Service Charges

"CPI" means the Consumer Prices Index as issued by the UK Office for National Statistics from time to time.

"Confidential Information" means any information that is received from or on behalf of a disclosing party and/or is obtained by a Party or its Personnel in connection with or arising out of this Agreement, including for the purposes of providing or receiving the Service that, if disclosed in tangible form, is marked confidential or if disclosed otherwise is confirmed in writing as being confidential or, whether disclosed in tangible form or otherwise, is manifestly confidential. Confidential information includes this Agreement and the relationship between the parties.

"Customer's Personal Data" means any Personal Data supplied by or on behalf of the Customer to Stoneseed or accessed by Stoneseed pursuant to, or in connection with, this Agreement.

"Customer Premises" means any location stated in the Service Definition for the delivery of the Service. In the absence of any location in the Service Definition it shall be each and every location at which the Service is provided to the Customer.

"Data Protection Laws" means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018 or any successor legislation and any other directly applicable European Union regulation relating to data protection and privacy;

"End-users" means any persons for whose benefit the Service may be provided.

"Effective Date" means the date when these General Terms and Conditions are signed by all the Parties thereto.

"Employment Status" means the output of the Employment Status Determination.

"Employment Status Determination" or **"ESD"** means a review performed with reasonable care by the Customer to determine the IR35 status of the Personnel.

"GDPR" means the General Data Protection Regulations (2016/679) and any successor legislation to the extent applicable in England.

"Intellectual Property Rights" means copyright, database rights, trademarks, service marks, design rights and patents (including patent applications).

"IR35" means the Intermediaries Legislation introduced in the Income Tax (Earnings and Pensions) Act 2003, also known as the Off Payroll rules, and guidance on, or updates thereof, issued or enacted by the UK Government from time to time.

"Personal Data", **"Data Controller"**, **"Data Processor"**, **"Process"**, **"Processes"** and **"Processing"** shall have the meanings given to them in the Data Protection Laws.

"Personnel" means one or more persons engaged by Stoneseed in the delivery of the Service, who may or may not be an employee of Stoneseed.

"Prescribed Rate" means rate of interest of two (2) per cent per annum above the base rate from time to time of the Royal Bank of Scotland or such other London clearing bank as Stoneseed may from time to time specify or (in the event of base rates being no longer published or used) such other comparable measure of interest rate as Stoneseed may from time to time specify.

"Service" means one or more Service(s) provided by Stoneseed to the Customer, as defined in the Service Definition(s).

"Service Charge" means charge payable by the Customer for the Service.

"Service Commencement Date" means the start date for the provision of a Service as stated in the Service Definition. In the absence of any date in the Service Definition it shall be the first date on which the Service is provided to the Customer.

"Service Definition" means one or more documents issued by Stoneseed at the outset of the Service which define the Service. A Service Definition may comprise a letter of engagement, a quote and/or a statement of work.

"TUPE" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations or UK legislation implementing the Acquired Rights Directive.

2. PRECEDENCE

- a. In the event of, and only to the extent of, any conflict between these General Terms and Conditions and any Service Definition, the Service Definition shall take precedence.
- b. Any additional terms and conditions included within any ancillary document of the Customer (including without limitation the Customer's order or purchase terms and conditions or the Customer's order number) shall not be incorporated within the Agreement unless specifically agreed to in writing between the Parties.

3. TERM.

- a. These General Terms and Conditions will commence on the Effective Date and subject to clause 9 and sub-clause 3.b, will terminate upon written notice by either Party.
- b. Each specific Service shall commence on the Service Commencement Date and continue (subject to the provisions of this Agreement) for the Minimum Term following which it shall continue until terminated by either Party with 1 (one) month's written notice to the other Party unless agreed otherwise by both Parties.
- c. Notwithstanding the termination of this Agreement for whatever reason the provision of any Service will continue to be governed by the terms of this Agreement until that Service is completed or terminated in accordance with this Agreement and all Service Charges have been paid in full to Stoneseed.
- d. Nothing in these General Terms and Conditions or any Service Definition shall grant any exclusivity to Stoneseed in respect of the subject matter of the same and nothing in these General Terms and Conditions shall commit or require the Customer to buy any minimum volume or value of Services from Stoneseed.

4. REPRESENTATIVES

- a. Each Party shall communicate to the other the identity of a person(s) who, or the department within its undertakings which, shall act as the primary point of contact and channel of communication in relation to the provision of each Service.

5. CHARGES & PAYMENT

- a. Charges will be invoiced up to the end of each calendar month, unless agreed otherwise by the Parties in writing.
- b. The Customer acknowledges that the nature of the Services and the need, in some instances, to obtain Customer input and/or approval prior to the issue of an invoice can cause delay in the process of invoicing. The Customer agrees that such delay shall not be used as a reason for late payment
- c. Each undisputed Invoice will be payable within 30 days from when the invoice is received by the Customer and will not be subject to any setoff.
- d. Where a dispute as to Charges has been resolved between the Parties the then undisputed Charges will be payable 30 days from the date on which the dispute was resolved.
- e. Stoneseed may increase the rate of Charges set out in Schedule 1 to reflect the effects of inflation no earlier than the anniversary of the last such increase upon 90 day's prior written notice to the Customer. Such increased Charges shall not exceed the percentage change in the CPI in the calendar year(s) immediately preceding the proposed increase. If the Customer does not accept the increase of the Charges the Customer may terminate the Agreement with 30 days' written notice to Stoneseed.
- f. In the event of Customer delay in the payment of any undisputed invoice due Stoneseed shall be entitled to;
 - i. suspend all Services on no less than 3 (three) days' notice.
 - ii. charge interest for late payment of invoices at the Prescribed Rate from the due date until payment.
- g. Save insofar as otherwise expressly provided all Charges are expressed exclusive of Value Added Tax which shall be payable by the Customer at the rate applicable by law.
- h. For the avoidance of doubt:
 - i. negotiations between the Parties about an amendment to the Services will not suspend the Customer's obligation to pay outstanding invoices;
 - ii. no variation to Services can take place when undisputed invoices are overdue for payment

6. THE CUSTOMER'S OBLIGATIONS & WARRANTIES

- a. The Customer will facilitate, without charge to Stoneseed, the prompt and efficient delivery of the Service by: -
 - i. Providing access to a suitable and safe environment within the Customer Premises;
 - ii. Providing access to IT systems, security procedures, virus checks, facilities, licences and consents;
 - iii. Being responsible for the health and safety of the Personnel at the Customer Premises provided that such personnel comply with the lawful instructions of the Customer;
 - iv. Ensuring that written notice of all pertinent health and safety policies and procedures are provided to all Personnel attending the Customer Premises.
 - v. Providing all necessary documentation, information and system data relating to the Services;
 - vi. Providing sufficient access to, and the cooperation of, staff familiar with the Customer's IT systems and/or the requirements of the Services;
 - vii. Being responsible for ensuring that the Services as documented in the Service Definition are suitable for the Customer's purpose.
- b. The Customer warrants that;

- i. It has full capacity and all the necessary consents (including but not limited to, where its procedures so require, the consent of its Parent Company) to enter into and to perform this Agreement, and
- ii. This Agreement will be executed by a duly authorised representative of the Customer.
- iii. Where Applicable Law requires that the Customer make an ESD the Customer will:
 - 1. promptly make an ESD, and;
 - 2. perform each ESD with all reasonable care, and;
 - 3. upon completion of an ESD immediately notify Stoneseed, in writing, of the outcome of the determination and the details on which that determination was based, and;
 - 4. regularly review each Service to assess whether there is a need to repeat the ESD, and if necessary, re-perform the ESD.

7. STONESEED'S OBLIGATIONS

- a. Stoneseed will ensure that the Personnel will:
 - i. be suitably skilled, qualified and experienced
 - ii. perform the Service to a reasonable standard and in accordance with industry standards, and:
 - iii. whilst on a Customer Site;
 - 1. maintain good standards of personal appearance, hygiene, language and conduct;
 - 2. work in a manner so as to minimise disruption to the Customers' business save where such disruption is inherent and an unavoidable part of the activity being undertaken by Stoneseed;
 - 3. comply with all lawful, reasonable instructions issued by the Customer;
 - 4. leave the area where they have worked tidy and clean.
- b. Subject to sub-clause 6biii Stoneseed will indemnify the Customer against losses or claims arising from a failure to correctly account for the payroll taxes of the Personnel.

8. LIMITATION OF LIABILITY & INSURANCE

- a. Neither Party excludes or limits liability to the other Party for death or personal injury resulting from its own or that of its employees', agents' or sub-contractors' negligence or as a result of fraud or fraudulent misrepresentations.
- b. Subject to clauses 8.a, the liability of either of the Parties in contract, tort (including negligence), misrepresentation, or otherwise (excluding indirect or consequential loss) arising in connection with the performance or non-performance of this Agreement, or supply, non-supply or delay in supplying under this Agreement is limited as follows:
 - i. in the event of loss of or damage to tangible property by a Party, its employees, sub-contractors or representatives, shall be no more than one million pounds (£1,000,000).
 - ii. in the case of any other loss or damage the aggregate liability under this Agreement shall be no more than one million pounds (£1,000,000.00).
- c. Subject to Clause 8.a and clause 14 neither Party shall be liable to the other Party whether in contract, tort or otherwise in respect of any event of loss of data (other than as a result of Stoneseed's negligence), loss of profits, goodwill, revenue, business, anticipated savings, and/or any indirect or consequential loss.
- d. For the purpose of assessing the limitation of liability detailed in this clause 8, if a number of events of default give rise to substantially the same claim, loss or damages then they shall be regarded as giving rise to only one claim.
- e. Stoneseed will not be liable or responsible for any viruses in the Customer's IT systems no matter how so introduced, other than as a direct result of Stoneseed's negligence.
- f. The provision of this clause 8 shall survive the termination of this Agreement.
- g. The exclusion from and limitations of liability set out in this clause 8 shall be considered severally. The validity or enforceability of any one clause, sub-clause, paragraph or sub-paragraph of this clause 8 shall not affect the validity or enforceability of any other part of this clause 8.
- h. Stoneseed confirms that it has in place Employer's Liability, Public Liability and Professional Indemnity insurance cover to comply with the legal requirements of the UK with a reputable insurer to cover its liabilities under this Agreement. Stoneseed will retain the insurance cover for the Minimum Term and for 12 months thereafter, which insurance cover shall, in respect of each type of cover have a limit of indemnity of no less than five million pounds (£5,000,000). Stoneseed shall, at the Customers request, provide evidence of such cover.

9. TERMINATION AND SERVICE FAILURE

This Agreement may be terminated:

- a. By either Party with 30 days' written notice to the other Party.
- b. By Stoneseed if the Customer fails to pay any undisputed invoices due within 30 days of the due date for payment;
- c. by either Party on written notice if the other commits a material breach of any term of the Agreement (other than for non-payment of moneys due) which has not been remedied within 45 days of a written request by the other Party to remedy the same;
- d. by either Party if the other convenes a meeting of its creditors or if a proposal is made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or a proposal for any other composite scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or if a trustee, receiver, administrative receiver, administrator or similar officer is appointed in respect

- of all or any part of the business or assets of the other Party or if a petition is presented or a meeting is convened for the purpose of considering the winding up of the other Party;
- e. The termination of this Agreement will not affect the duration of any Service and these General Terms and Conditions will continue to apply to each and every Service until such time as the applicable Service is completed within the terms of the respective Service Definition.
- f. Upon termination of this Agreement or a Service for whatever reason, the Customer will immediately deliver up any of Stoneseed's property on Customer Premises.
- g. Termination shall be without prejudice to any other rights or remedies a Party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either Party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

10. PROFESSIONAL AND ADVISORY SERVICES

- a. Stoneseed may supply written advice or confirm oral advice in writing or deliver a final written report or make an oral presentation on completion of the Services. Prior to completion of the Services Stoneseed may supply oral, draft or interim advice or reports or presentations but in such circumstances Stoneseed's written advice or final written report shall take precedence. No reliance shall be placed by the Customer on any draft or interim advice or report or any draft or interim presentation. Where the Customer wishes to rely on oral advice or on an oral presentation made on completion of the Services, the Customer shall inform Stoneseed and Stoneseed will make reasonable endeavours to supply documentary confirmation of such advice.
- b. Stoneseed shall be under no obligation to update any advice, report or other output of the Services, oral or written, for events occurring after such advice, report or other output has been issued in final form.
- c. Any output of the Services released to the Customer in any form shall be supplied by Stoneseed on the basis that it is solely for the Customer's benefit and information only and that, save as may be required by law or by a competent regulatory authority (in which case the Customer shall inform Stoneseed in advance), it shall not be copied, referred to or disclosed (save for the Customer's internal purposes), in whole or in part, without our prior written consent.
- d. Subject to sub-clauses 17d and 17l Either Party may quote the other Party's name and/or reproduce its logo for reasonable marketing purposes.
- e. The Customer may disclose any output of the Services to its legal and other professional advisers for the purposes of seeking advice in relation to the Services, provided that when doing so the Customer informs the recipients that:
- i. disclosure by the recipient (save for their own internal purposes) is not permitted without Stoneseed's prior written consent, and
 - ii. to the fullest extent permitted by law Stoneseed excludes any and all responsibility or liability to them in connection with the Services.
- f. Any advice, opinion, statement of expectation, forecast or recommendation supplied as part of the Services shall not amount to any form of prediction of future events or circumstances.

11. OWNERSHIP

- a. Unless agreed to otherwise in writing the Parties retain copyright and all other intellectual property rights in all specifications and documents provided by them before and during the Services and neither the whole nor any part of such specifications or documents shall be reproduced in any form without the prior written permission of the Party providing such specifications or documents.
- b. Stoneseed retains ownership of the copyright and all other intellectual property rights in the output of the Services, whether oral or tangible, and ownership of any working papers. The Customer shall acquire ownership of any output of the Services in its tangible form on payment of the Service Charges.
- c. Stoneseed shall be entitled to use, develop or share internally any knowledge, experience and skills of general application gained through the performance of the Services.

12. CONFIDENTIALITY

- a. Each Party shall use the other's Confidential Information only in relation to the Services, and not to disclose it, except where required by law or regulation. Stoneseed agrees that the End Users confidential information will be treated in the same way as the Customer's Confidential Information for the purposes of this clause.
- b. The Customer may give Confidential Information to End Users or relevant sub-contractors as long as they are bound by these same confidentiality obligations.

13. ENGAGEMENT OF STAFF & TUPE

- a. Neither Party shall, save where such person is employed or engaged as a result of a response to a bona fide job advertisement directly or indirectly, during the duration of this Agreement or within twelve (12) months after the termination of the last-ending Service:

- i. solicit or entice away or employ or attempt to solicit or entice away or employ one or more of the other Party's employees who are or have been directly associated with the performance of any Service.
 - ii. retain, engage or in any other way whatsoever benefit from the services of the other Party's employees who are directly associated with the performance of the Services other than pursuant to the terms of this Agreement.
- b. The Personnel will remain under the management and control of Stoneseed regardless of the degree of supervision exercised by the Customer over those Personnel and in no circumstances will the Customer become the employer of one or more of the Personnel.
- c. The commencement of Services will not be a "relevant transfer" to which TUPE will apply in relation to any employees of the Customer. No employees of the Customer will transfer to Stoneseed by virtue of the operation of TUPE or Applicable Law.
- d. The Customer will indemnify Stoneseed against any costs or losses arising from any transfer of its employees to Stoneseed arising from TUPE or Applicable Law.

14. DATA PROTECTION

- To the extent that Stoneseed Processes the Customer's Personal Data as a Data Processor, Stoneseed will;
- a. not process the Customer's Personal Data for any purposes other than as necessary for the performance of the Consultancy Services or otherwise in accordance with the Customer's written instructions from time to time;
 - b. not, without the prior written consent of the Customer and then subject to such conditions as the Customer may require, transfer the Customer's Personal Data outside the European Economic Area;
 - c. implement, and at all times during the continuance of this Agreement maintain, appropriate technical and organisational measures to protect the Customer's Personal Data against accidental loss, destruction, damage or disclosure;
 - d. ensure the reliability of all Staff who have access to the Customer's Personal Data and only permit those members of its Staff who are aware of the confidential nature of the Customer's Personal Data and who have committed themselves to contractual obligations of confidentiality, to access the Customer's Personal Data;
 - e. not subcontract all or any element of the Processing of the Customer's Personal Data or grant any third-party access to the Customer's Personal Data without the prior written consent of the Customer;
 - f. at the Customer's option on termination or expiry of this Agreement for any reason, either delete or return to the Customer the Customer's Personal Data and, unless required not to do so by applicable legislation, delete all copies thereof;
 - g. provide, on request, such support, information and assistance as the Customer may require from time to time to enable the Customer to:
 - i. comply with any request from a data subject to exercise their rights under the Data Protection Laws;
 - ii. comply with its obligations under the Data Protection Laws, and;
 - iii. demonstrate its compliance with the requirements of the Data Protection Laws including (but not limited to) Article 28 of GDPR;
 - h. immediately notify the Customer on becoming aware of a Personal Data security breach and work together with the Customer to investigate and resolve such breach;
 - i. in accordance with the requirements of Article 28(3) of GDPR, notify the Customer immediately if, in Stoneseed's opinion, any instruction of the Customer infringes GDPR.

15. FORCE MAJEURE

- a. Neither Party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control including but not limited to flood, storm, fire, strikes (of its own or other employees), insurrection or riots, embargoes, restriction of movement due to a pandemic or similar event, acts of God, inability to obtain resources or regulations of any civil authority (an "Event of Force Majeure").
- b. Each of the Parties agrees to give notice forthwith to the other upon becoming aware of an event of Force Majeure such notice to contain details of the circumstances giving rise to the event of Force Majeure.

16. DISPUTE RESOLUTION

- a. The Parties shall attempt to resolve any dispute relating to this Agreement through negotiations between senior executives of the Parties who have authority to settle the dispute.
- b. If the matter is not resolved through negotiation within 30 days after it was raised for the first time by a senior executive of one of the Parties, the dispute may be referred by either Party to the English courts or such other mediation body as the Parties shall agree and the Parties will submit to their non-exclusive jurisdiction for that purpose.

17. GENERAL

- a. No terms and conditions shall be deemed to have been waived and no breach or default excused unless such waiver or excuse shall be in writing and signed by the Party issuing the same.
- b. The waiver by either Party of a breach of default of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on the

part of either Party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver or any breach of default by the other Party.

- c. Subject to the Customer's consent, (not to be unreasonably withheld or delayed) Stoneseed may sub-contract the whole or part of the Services but shall always retain prime responsibility and liability for the same.
- d. No Personnel, agent or representative of either Party has the authority to make any warranty, statement or promise concerning the Services except in writing and signed by a duly authorised officer of the Party.
- e. No variation to this Agreement shall be effective unless in writing signed by an authorised signatory of the Parties hereto.
- f. Any notice, request, instruction or other document to be given shall be delivered or sent by registered post to the address of the other Party stipulated on the last page of these General Terms and Conditions (or such other address as may have been notified in writing) and any such notice or other document shall be deemed to have been served (if delivered) at the time of delivery (if sent by post) upon the expiration of 48 hours after posting
- g. If any provision of these General Terms and Condition or any Service Definition shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these General Terms and Conditions or any Service Definition and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.
- h. This Agreement embodies the entire legal and contractual relationship between the Parties relating to the subject matter of this Agreement) and, except in the case of any fraudulent misrepresentation made by either Party in connection with the subject matter of this Agreement, terminates, cancels and supersedes all prior representations, agreements or understandings (written or oral).
- i. This Agreement shall be binding upon and ensure for the benefit of the successors in title of the Parties.
- j. Neither Party shall be entitled to assign this Agreement for all or any of their rights and obligations hereunder without the prior written consent of the other (such consent not to be unreasonably withheld).
- k. A person who is not Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- l. Nothing in this Agreement is intended or shall be construed to create a relationship of agency, partnership, or a fiduciary relationship between the Parties. Accordingly, except as expressly authorised herein, neither Party shall have the authority to act or make representations on behalf of the other Party.
- m. Headings to clauses are for the purpose of information and identification only and shall not be construed as forming part of this Agreement.
- n. This Agreement shall be governed by and construed in accordance with English Law and is subject to the jurisdiction of the English Courts.

Signed by the Customer:

.....AUTHORISED SIGNATORY

CUSTOMER NAME.....

SIGNATORY NAME.....

TITLE.....

DATE.....

Signed by Stoneseed:

.....AUTHORISED SIGNATORY

SIGNATORY NAME.....

TITLE.....

DATE.....