



Master Services Agreement

Effective Date: **[Effective Date]**

This agreement is between

Audacia Consulting Limited

and

[Customer Name]

Parties

1. **Audacia Consulting Limited** (Company No. 6055144) registered in England & Wales whose registered office is at 12 King Street, Leeds, England, LS1 2HL ("**Supplier**").
2. [**Customer Name**] (Company No. [*Customer Company Number*]) registered in England & Wales whose registered office is at [*Customer Address*] ("**Customer**").

Signatures

By signing below, the Customer agrees to enter into this Master Services Agreement with the Supplier on the Effective Date:

	Supplier	Customer
Name		
Position		
Date		
Signature		

1. Interpretation

- 1.1 In this MSA the following words have the following meanings:

Business Day: any day other than a Saturday, Sunday or bank or public holiday in England.

Business Hours: 9am to 5.30pm on a Business Day.

Contract: A contract created by the Customer's acceptance of a Statement of Work under clause 2.2.

Contract Price: The price for the provision of Services under any Contract, as set out in the relevant Statement of Work.

Contract Documents: the terms of this MSA, the terms of any Statement of Work related to this MSA that is accepted by the Customer, and the terms of any Service Schedule (if any) identified in the applicable Statement of Work.

Customer's Manager: the Customer's manager for the Services, appointed in accordance with clause 5.

Developed Materials: the materials (including without limitation software and reports) developed by the Supplier for delivery to the Customer, as required pursuant to the provision of the Services (but excluding any Pre-existing Materials).

Effective Date: the date set out on page 1 of this MSA.

Input Material: all documents, information, data, content and materials provided by the Customer or any of the Customer's agents or third party suppliers relating to the Services.

Intellectual Property Rights: all patents, copyright and related rights, trade marks, domain names, rights in goodwill, registered and unregistered design rights, database right, topography rights, moral rights, rights in

confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

MSA: means this Master Services Agreement.

Pre-existing Materials: all documents, information, materials and software (which may include open source software) provided by the Supplier relating to the Services which existed and belonged to the Supplier prior to the commencement of this MSA.

Service Schedule: a schedule setting out further terms applicable to certain Services.

Services: services that may be provided by the Supplier under any Contract as set out in the relevant Statement of Work (and any Service Schedule identified in that Statement of Work), together with any other services which the Supplier provides or agrees to provide to the Customer.

Statement of Work: a statement of work issued by the Supplier setting out (amongst other things) the Services to be provided (and this term includes any other documents agreed between the parties and annexed to, or referred to in, the statement of work).

Third Party Software: software programs proprietary to third parties, which are provided to the Customer pursuant to the provision of the Services.

1.2 References to clauses are to the clauses of this MSA. References to paragraphs are to paragraphs of the relevant Service Schedule. Words in the singular shall include the plural and vice versa.

1.3 Where the words "include(s)", "including" or "in particular" are used in this MSA, they are deemed to have the words "without limitation" following them and where the context permits, the words "other" and "otherwise" are illustrative and shall not limit the sense of the words preceding them.

2. The MSA & Contracts entered into under it

2.1 This MSA is a framework, under which the parties to it can enter into one or more Contracts, each of which shall incorporate the terms of this MSA. This MSA commences on the Effective Date and shall continue, unless terminated earlier in accordance with clause 11 (Termination), until 5 years after the date of the last Statement of Work issued under it (unless there is an extant Statement of Work still in force after this 5 year period, in which case the MSA shall continue for as long as there is an extant Statement of Work in issue).

2.2 A Statement of Work may be accepted by the Customer at any time during its period of validity by signing and returning a copy to the Supplier. By accepting the Statement of Work the Customer appoints the Supplier to supply the Services to it in consideration of the Contract Price and subject to the terms of the Contract Documents. If the Customer does not sign and/or return a copy of the Statement of Work, it will nevertheless be deemed to have accepted the Statement of Work if, after receipt of it, the Customer accepts the provision of any (or any part of) the Services by the Supplier.

2.3 Some Services are subject to further terms that are set out in a Service Schedule, which will be identified in the relevant Statement of Work. The applicable Service Schedule will need to be signed by the Customer (to indicate its acceptance of the further terms set out in it) prior to such Services being provided. Subsequent Statements of Work for such Services will refer back to the previously-signed Service Schedule applicable to those Services.

2.4 The Contract Documents shall:

- (a) apply to and be incorporated into any Contract; and

- (b) prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, confirmation of order, acceptance of a quotation or specification, or implied by law, trade custom, practice or course of dealing or in any terms proposed by the Customer.

2.5 Statement of Works are given by the Supplier on the basis that no Contract shall come into existence except in accordance with clause 2.2. Any Statement of Work is valid for a period of 60 days from its date, provided that the Supplier has not previously withdrawn it. Statement of Works are based on the Supplier's current costs base and are subject to amendment at any time prior to acceptance by the Customer.

2.6 In the event of any inconsistency between the terms of any of the Contract Documents, the following order of priority will apply: (1) the Statement of Work (2) the Service Schedule identified in the applicable Statement of Work, and (3) the terms of this MSA.

3. Services

3.1 Unless otherwise agreed in the Statement of Work, any timescales identified in the Contract Documents for completion of the Services will not be binding on the Supplier and time for completion of the Services shall not be of the essence of a Contract.

3.2 To the extent that the Services require the migration of the Customer's data, the Supplier shall use reasonable efforts to ensure the accurate migration of such Customer data, but gives no warranties as to the completeness or accuracy of such migration. The Customer shall be responsible for checking the accuracy and completeness of the migrated data.

3.3 The Supplier may change or substitute any of the consultant(s) or employees used by it in the provision of the Services, at any time and on any number of occasions, with different consultant(s) or employees of broadly equivalent skills and experience.

3.4 Any Third Party Software supplied pursuant to the provision of the Services is supplied in accordance with the relevant licensor's standard terms, copies of which shall be provided or made available to the Customer and the Customer agrees to be bound by such licence terms.

4. Supplier's Obligations

4.1 The Supplier shall use reasonable endeavours to provide the Services in accordance in all material respects with the Contract Documents. Notwithstanding the aforesaid, the Customer retains responsibility for ensuring that the Services are appropriate for its requirements.

4.2 The Supplier shall use all reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at the Customer's premises and that have been communicated to it by the Customer, provided that it shall not be liable if, as a result of such observation, it is in breach of any of its obligations under this Contract.

5. Customer's Obligations

5.1 The Customer shall:

- (a) co-operate with the Supplier in all matters relating to the Services (including without limitation complying with the Supplier's reasonable requests for assistance) and appoint the Customer's Manager, who shall have the authority contractually to bind the Customer on matters relating to the Services;

- (b) provide, for the Supplier, its agents, sub-contractors and employees, in a timely manner and at no charge, such access to the Customer's premises, suitably qualified employees, data, passwords, software, servers and other facilities as may be reasonably required by the Supplier;
- (c) deliver or otherwise provide, in a timely manner, access to such Input Material and other information as the Supplier may request or reasonably require in order to provide the Services and ensure that it is accurate in all material respects;
- (d) where relevant be responsible (at its own cost) for preparing and maintaining the relevant premises, environment and hardware for the supply of the Services in accordance with the Supplier's reasonable instructions (or in the absence of instructions, in accordance with standard commercial practice), before and during the supply of the Services, and informing the Supplier of all of its obligations and actions under this clause 5.1(d);
- (e) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the use of the Developed Materials and the use of Input Material (including obtaining the right for the Supplier to use, install, modify, adapt and alter any third party software used by the Customer) insofar as such licences, consents and legislation relate to the Customer's business, premises, staff and equipment in all cases before the date on which the Services are to start;
- (f) treat all Supplier staff with respect and professionalism. Any form of abuse, harassment or discrimination directed towards Supplier staff, whether verbal, physical or written, is strictly prohibited.

5.2 The Customer warrants that all materials, data and other information provided by it or on its behalf for use by the Supplier in the provision of the Services (including without limitation Input Material):

- (a) Will not breach any legislation or applicable law;
- (b) Will not contain any virus, trojan horse or other software code that could damage the Supplier's (or anyone else's) equipment or network; and
- (c) Will not infringe any third party Intellectual Property Rights.

5.3 The Customer will indemnify the Supplier, and keep the Supplier indemnified, against all damages, costs and losses arising from any breach by the Customer of clause 5.2 above.

6. Intellectual Property Rights

6.1 Unless otherwise agreed in writing between the parties, the copyright and other Intellectual Property Rights in:

- (a) the Pre-Existing Materials, will remain the property of the Supplier;
- (b) the Developed Materials, will vest in (and be assigned to) the Customer upon completion of the Services but subject to (and conditional upon) payment in full of the Contract Price.

6.2 Where the provision of Services requires the use by the Supplier of any Intellectual Property Right of the Customer, the Supplier will only use such Intellectual Property Rights strictly to the extent as is necessary for the performance of the Services, and the Customer hereby grants the Supplier such licence to do so.

6.3 Subject to clause 6.1, the Customer acknowledges that the Supplier may re-use ideas, skills or functionality that it has developed in providing the Services for its other clients, provided always that the Supplier does not infringe any of the Customer's Intellectual Property Rights.

6.4 Subject to payment in full of the Contract Price, at completion of the Services the Supplier will provide the source code of the Developed Materials (to the extent that the Developed Materials comprise software) to the Customer in a format to be agreed.

6.5 The Supplier hereby licences all such rights in the Pre-Existing Materials to the Customer free of charge and on a non-exclusive, royalty-free, worldwide basis to such extent as is necessary to enable the Customer to make use of the Services.

7. Charges and Payment

7.1 The Customer will pay the Contract Price in consideration for the provision of the Services. The Contract Price may be a fixed price or it may be a price calculated on a time and materials basis. Clause 7.2 shall apply if the Supplier provides Services on a time and materials basis (most agile software development projects are charged on a time and materials basis). The remainder of this clause 7 shall apply regardless of whether the Contract Price is a fixed price or a price calculated on a time and materials basis.

7.2 Where Services are provided on a time and materials basis:

- (a) The Contract Price payable for the Services shall be calculated in accordance with the Supplier's standard daily fee rates, as set out in the Statement of Work. Such rates are calculated on the basis of a seven and a half hour working day worked between 9am and 5pm on Business Days, unless otherwise set out in the Statement of Work;
- (b) The Supplier shall be entitled to charge on a pro-rata basis for part-days;
- (c) The Supplier's records as to the time incurred in the provision of Services shall be conclusive save only in the event of manifest error.

7.3 The Contract Price will be invoiced monthly in arrears unless otherwise stated in the statement of Work. Some or all of the Contract Price (or monies on account of the Contract Price to be incurred) may be payable in advance of provision of the Services, if so required by the Contract Documents. The Supplier will not be obliged to commence the provision of the Services until the requested monies on account has been received by them.

7.4 The Contract Price excludes:

- (a) pre-approved expenses; and
- (b) VAT,

and such pre-approved expenses shall be invoiced by the Supplier, and VAT will be added by the Supplier to all its invoices to the Customer, and the Customer will duly pay the same in accordance with the provisions of this clause 7.

7.5 The Customer shall pay in pounds sterling each invoice submitted to it by the Supplier, in full and in cleared funds, and without any deduction or set off, within 30 days of receipt and in accordance with the provisions of this clause.

7.6 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier on the due date, the Supplier may:

- (a) charge interest on such sum from the due date for payment at the rate of interest from time to time under the Late Payment of Commercial Debts (Interest) Act 1998; and
- (b) suspend some or all of the Services (under any Contract, and regardless of which Contract the outstanding monies are due under) until payment has been made in full.

7.7 Time for payment shall be of the essence of any Contract.

7.8 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.

- 7.9 The Supplier will be entitled to charge for any stage of work which is complete except for the input of further Input Material, where the Customer has unreasonably delayed providing such material.

8. Confidentiality

- 8.1 Any party (the "Receiving Party") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to it by the other party (the "Disclosing Party"), its employees, agents or sub-contractors and any other confidential information concerning the Disclosing Party's business or its products which the Receiving Party may obtain from the Disclosing Party. The Receiving Party shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Receiving Party's obligations under a Contract, and shall ensure that such employees, agents or sub-contractors are made aware of the confidential nature of such confidential material.

9. Warranties

- 9.1 Subject to the provisions of this clause 9, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from any Contract. Without prejudice to the foregoing, the Supplier gives no guarantee of the success of any "proof of concept" projects.
- 9.2 The Supplier warrants:
- (a) that the Services will be provided using reasonable care and skill;
 - (b) that it has the right to license the Pre-Existing Materials to the Customer;
 - (c) that the Supplier has the right to assign all rights in and to the Developed Materials in accordance with clause 6.

10. Limitation of Liability

- 10.1 This clause 10 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- (a) any breach of any Contract or (for the avoidance of any doubt) this MSA or any Service Schedule;
 - (b) any use made by the Customer of the Services, the Developed Materials, the Pre-existing Materials or any part of any of them; and
 - (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with a Contract or (for the avoidance of any doubt) this MSA or any Service Schedule.
- 10.2 Nothing in any of the Contract Documents limits or excludes the liability of the Supplier:
- (a) for death or personal injury resulting from negligence; or
 - (b) for any damage or liability incurred as a result of fraud or fraudulent misrepresentation by the Supplier.
- 10.3 Subject to clauses 10.1 and 10.2:
- (a) the Supplier shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for
 - (i) loss of profits;
 - (ii) loss of business;
 - (iii) loss of anticipated savings;

- (iv) loss of goods;
- (v) loss of contract;
- (vi) loss of or corruption of data, software or information;
- (vii) loss of use;
- (viii) depletion of goodwill; or

any special, indirect or consequential or pure economic loss, costs, damages, charges or expenses.

- (b) the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Services (including the use of the Developed Materials) shall be limited to:
 - (i) for any matter covered by the Supplier's insurance policies, the sum of £1,000,000;
 - (ii) for any other matter, the price actually paid by the Customer for the Services.
- (c) The Supplier will not be liable for any delay, or any costs, charges or losses arising from such delay, in the delivery of the Services where such delay is caused by the acts or omissions of the Customer (or its employees, agents or sub-contractors) or any third party provider to the Customer, including without limitation any delays caused by the Customer's breach of any part of clause 5.1. If the Supplier can demonstrate that the delay has resulted in an increase in the cost to the Supplier of carrying out its obligations under a Contract, the Supplier may at its sole discretion increase the Contract Price by an amount not exceeding any such demonstrable cost. The Supplier may invoice the Customer for any additional monies that become payable in this way, within 30 days of demonstrating the increase in costs.
- (d) The Supplier shall not be liable for any defect or errors in the Developed Materials caused by defects or errors in, or unsuitably of, any Input Material provided by or on behalf of the Customer.

11. Termination

11.1 Without prejudice to any other rights or remedies which the parties may have, any party (the "Terminating Party") may terminate a Contract immediately on giving notice to the other (the "Breaching Party") if:

- (a) the Breaching Party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach; or
- (b) an order is made or a resolution is passed for the winding up of the Breaching Party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order against the Breaching Party; or
- (c) an order is made for the appointment of an administrator to manage the affairs, business and property of the Breaching Party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Breaching Party, or notice of intention to appoint an administrator is given by the Breaching Party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- (d) a receiver is appointed of any of the Breaching Party's assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Breaching Party; or
- (e) the Breaching Party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
- (f) the Breaching Party ceases, or threatens to cease, to trade.

11.2 On termination of a Contract for any reason:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices plus any interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
- (b) where the Terminating Party is the Supplier, the Customer's right to use the Developed Materials will terminate unless the Customer pays the Contract Price relating to them in full; and
- (c) the accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

11.3 If the Supplier has the right to terminate a Contract pursuant to clause 11.1, it may (at its option) also terminate all other extant Contracts, and this MSA, at the same time.

12. Force majeure

The Supplier shall have no liability to the Customer under any Contract if it is prevented from or delayed in performing the Services by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. If any force majeure event continues in existence for a period of 60 days or more, either party may give the other party written notice of its intention to terminate a Contract at the expiry of 30 days from the date of such notice, unless in the meantime the force majeure event has ended and work under the Contract has resumed.

13. Data Protection

13.1 For the purposes of this clause, "Data Protection Legislation" means the General Data Protection Regulation (EU) 2016/679) to the extent that it applies in the UK (UK GDPR), the Data Protection Act 2018, and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK, as well as any successor legislation to the UK GDPR and Data Protection Act 2018. "Data controller", "data processor", "data subject", "personal data" and "processing" shall have the meanings set out in the Data Protection Legislation.

13.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

13.3 The parties acknowledge that for the purposes of the Data Protection Legislation, contact details of the Customer's personnel processed by the Supplier for the purposes of corresponding in respect of the Supplier's services generally, will be processed by the Supplier as controller, in accordance with the Supplier's privacy policy available at www.audacia.co.uk/privacy-and-cookie-policy. However, where the Customer provides to the Supplier other personal data to be processed as part of the Services ("Customer Personal Data"), the Customer is the data controller in respect of that Customer Personal Data, and the Supplier will be a data processor in respect of the Customer Personal Data. If applicable, the Data Processing Annex to the Statement of Work sets out the scope, nature and purpose of processing by the Supplier of such Customer Personal Data, the duration of the processing and the types of Personal Data and categories of Data Subject.

13.4 The Supplier shall, in relation to any Customer Personal Data processed in connection with the performance by the Supplier of its obligations under any Contract:

- (a) carry out processing only in accordance with the Customer's written instructions from time to time, including as set out in this Contract, unless required to do otherwise by law, in which case, where legally permitted, the Supplier shall inform the Customer of such legal requirement before processing;
- (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- (c) ensure that all personnel who have access to and/or process Customer Personal Data are obliged to keep the personal data confidential;
- (d) assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (e) notify the Customer without undue delay on becoming aware of a personal data breach, or if it receives from any data subject whose personal data forms part of the Customer Personal Data, any communication seeking to exercise rights under the Data Protection Legislation, or any complaint or claim for compensation relating to the processing of the Customer Personal Data;
- (f) at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of a Contract unless required by applicable law to store the personal data;
- (g) keep or cause to be kept such information as is reasonably necessary to demonstrate compliance with its obligations under this clause 13.

13.5 The Customer hereby consents to the Supplier appointing sub-contractors, who may be appointed by the Supplier to provide some or all of the Services, as third party processors of Customer Personal Data under a Contract. The Customer hereby provides its prior, general authorisation for the Supplier to appoint processors to process the Customer Personal Data, including initially Microsoft Azure, provided that the Supplier:

- (a) shall ensure that the terms on which it appoints such processors comply with the Data Protection Legislation, and are consistent with the obligations imposed on the Supplier in this Contract;
- (b) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of the Supplier;
- (c) shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to the Supplier's reasonable satisfaction, that the objection is due to an actual or likely breach of the Data Protection Legislation, the Customer shall indemnify the Supplier for any losses, damages, costs (including legal fees) and expenses suffered by the Supplier in accommodating the objection.

13.6 The Supplier shall, in relation to any Customer Personal Data processed in connection with the performance by the Supplier of its obligations under this Contract, not transfer Customer Personal Data outside of the UK unless the following conditions are fulfilled:

- (a) the Supplier has provided appropriate safeguards in relation to the transfer;
- (b) the data subject has enforceable rights and effective legal remedies;
- (c) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and

- (d) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data.

13.7 The Customer hereby warrants that it has all required consents or other lawful authority to disclose the Customer Personal Data to the Supplier, and to permit the Supplier to process such Customer Personal Data for all purposes required in respect of the provision of the Services. The Customer shall indemnify the Supplier, and keep the Supplier indemnified, against any loss, cost, fines or damage whatsoever incurred by the Supplier that is caused by the Customer's breach of this clause 13.7.

14. General

14.1 A waiver of any right under the Contract Documents is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

14.2 If any provision (or part of a provision) of the Contract Documents are found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

14.3 Each of the parties acknowledges and agrees that, in entering into a Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Contract or not) relating to its subject matter other than as expressly set out in the Contract Documents.

14.4 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under a Contract.

14.5 Nothing in the Contract Documents is intended to, or shall operate to, create a partnership between the parties. For the purpose of the Services, the Supplier is an independent contractor and shall not hold itself out as an agent of the Customer except as expressly authorised in writing by the Customer.

14.6 During the term of this agreement and for a period of 12 months after its termination the Customer shall not, without the prior written consent of the Supplier, solicit, or permit any holding company or subsidiary (as defined in s.1159 Companies Act 2006) or associated undertaking to solicit the employment of any person who is employed by the Supplier in the course of the delivery of the Services or otherwise cause any person who is employed by the Supplier to breach his/her contract of employment with the Supplier.

14.7 The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

14.8 Notice given under a Contract shall be in writing, sent for the attention of the person, and to the address or email address, given in the Statement of Work (or such other address/email or person as the relevant party may notify to the other party) and shall be delivered personally, sent by first-class post or recorded delivery, or by email. A notice is deemed to have been received, if delivered personally, at the time of delivery, in the case of email, at the time of transmission, in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting and, if deemed receipt under this clause (regardless of the method of delivery) is not within Business Hours, it shall be deemed delivered at 9.00 am on the first Business Day following delivery.

14.9 The Supplier may, from time to time and without notice, change the Services in order to comply with any applicable technical, safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.

- 14.10 Subject to clause 14.9, no variation of any of the Contract Documents shall be valid unless it is in writing and signed by each of the parties.
- 14.11 The Contract is governed by English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.