

TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms, the following definitions apply:

“Charges”	means the charges as set out in the Statement of Work and as notified to the Client at the commencement of the Engagement.
“Client”	means the company or organisation receiving the Services as defined in the Statement of Work;
“Client Equipment”	means any equipment, systems, cabling or facilities provided by the Client and used directly or indirectly in the supply of the Services;
“Client Locations”	means the Client locations where the Services will be provided;
“Client Manager”	means the Client’s manager for the Services appointed under clause 6 (Client’s Obligations);
“Deliverables”	means the deliverables specified in the Statement of Work;
“Engagement”	means the engagement of the Supplier’s Services; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;
“Force Majeure Event”	means any circumstance not within a party's reasonable control including, without limitation: a) acts of God, flood, drought, earthquake or other natural disaster; b) epidemic or pandemic; c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; d) nuclear, chemical or biological contamination or sonic boom; e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; f) collapse of buildings, fire, explosion or accident; and g) interruption or failure of utility service.
“Intellectual Property Rights”	means patents, rights to inventions, copyright and related rights, 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;

“Losses”

means all losses, liabilities, damages, costs, expenses whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, sales, agreements, contracts or business, loss of anticipated savings, loss of or damage to goodwill, loss of use or corruption of software, data or information, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands; and "Loss" shall be construed accordingly;

“Payment Terms”

means the payment terms as set out in the Statement of Work;

“Performance Conditions”

means the performance conditions as set out in the Statement of Work;

“Resources”

means the resources specified in the Statement of Work;

“Services”

means the services to be provided by the Supplier under this Agreement as set out in the Statement of Work, together with any other services which the Supplier provides or agrees to provide to the Client;

“Statement of Work”

means the detailed plan describing the Services, the timetable for their performance and the related matters as agreed with the Client prior to commencement of the Engagement;

“Supplier”

means Insource Select Limited (registered company no. 3476730) and trading as Source Group of 11 Manor Courtyard, Hughenden Avenue, High Wycombe, Bucks HP13 5RE;

“Supplier's Equipment”

means any equipment, including tools, systems, cabling or facilities, provided by the Supplier or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Client; and

“Supplier Manager”

the Supplier's manager for the Services appointed under clause 5 (Supplier's Obligations).

- 1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.
- 1.4. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement) and all subordinate legislation made (before or after this Agreement) under it from time to time.
- 1.5. A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.6. A reference to **writing** or **written** includes fax and e-mail.
- 1.7. 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. THE AGREEMENT

- 2.1. These Terms and the Statement of Work constitutes the contract ("the **Agreement**") between the Supplier and the Client for the supply of Services by the Supplier to the Client.
- 2.2. The Agreement contains the entire agreement between the Supplier and the Client for the supply of the Services to the Client, and unless otherwise agreed in writing by a director of the Supplier, the Agreement shall prevail over any terms of business or purchase conditions (or similar) put forward by the Client.

3. COMMENCEMENT AND DURATION

- 3.1. The Supplier shall provide the Services to the Client on the terms and conditions of the Agreement.
- 3.2. The Supplier shall provide the Services to the Client from the date specified in the Statement of Work until the Engagement is completed in accordance with the Statement of Work.

4. STATEMENT OF WORK

- 4.1. The Statement of Work shall be agreed in the following manner:
 - 4.1.1. the Client shall provide the Supplier with a request for a Statement of Work, setting out the requirements and specifications of the services which it is requesting from the Supplier, including a description of what work is to be done, dates by which it (or each stage of the work, if applicable) is requested to be started and finished, what such deliverables are required, any resources and such other information as the Supplier may request to allow the Supplier to prepare a draft Statement of Work;
 - 4.1.2. the Supplier shall, as soon as reasonably practicable, provide the Client with a draft Statement of Work; and

4.1.3. the Supplier and the Client shall discuss and agree the draft Statement of Work and when it has been agreed, they shall both sign a copy of it and it shall be deemed appended to these Terms.

4.2. Once the Statement of Work has been agreed and signed in accordance with clause 4.1, no amendment shall be made to it except in accordance with clause 9 (Change Control).

5. SUPPLIER'S OBLIGATIONS

5.1. Prior to the commencement of the Engagement, or if this is not practical, upon commencement of the Engagement, the Supplier will send to the Client all required information set out in the Statement of Work.

5.2. The Supplier shall:

- 5.2.1. use reasonable endeavours to provide the Services, and to deliver the Deliverables to the Client, in accordance with the Statement of Work in all material respects;
- 5.2.2. use reasonable endeavours to meet any performance dates specified in the Statement of Work but any such dates shall be estimates only;
- 5.2.3. [appoint the Supplier's Manager who shall have authority contractually to bind the Supplier on all matters relating to the Services;]
- 5.2.4. [use reasonable endeavours to ensure that the same person acts as the Supplier's Manager throughout the term of the Agreement, but may replace him from time to time where reasonably necessary in the interests of the Supplier's Business;]
- 5.2.5. use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at the Client's Locations and have been communicated to the Supplier, provided that the Supplier shall not be liable under this agreement if, as a result of such observation, it is in breach of any of its obligations under the Agreement; and
- 5.2.6. take reasonable care of all Client Equipment made available to them and not remove or take away any Client Equipment unless the Client has agreed to such removal in writing.

6. CLIENT'S OBLIGATIONS

6.1. The Client shall:

- 6.1.1. co-operate with the Supplier in all matters relating to the Services;
- 6.1.2. [appoint the Client Manager in relation to the Services who shall have the authority contractually to bind the Client on matters relating to the Services;]
- 6.1.3. where applicable, ensure that the Client's subcontractors, consultants and employees, co-operate with the Supplier in delivering the Services;
- 6.1.4. provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Client Locations, Client Equipment and any other facilities as may be reasonably required by the Supplier or any of them; and
- 6.1.5. ensure that all Client's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant standards or requirements;

- 6.1.6. provide, in a timely manner, such information as the Supplier may require (especially for validation purposes), and ensure that it is accurate in all material respects;
 - 6.1.7. be responsible (at its own cost) for preparing and maintaining the Client Locations and Client Equipment for the supply of the Services;
 - 6.1.8. inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at the Client Locations; and
 - 6.1.9. obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the installation of the Supplier's Equipment, the use of Resources and the use of the Client's Equipment in relation to the Supplier's Equipment, in all cases before the date on which the Services are to start.
- 6.2. If the Supplier's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Client, its subcontractors, consultants or employees, the Supplier shall:
 - 6.2.1. not be liable for any Losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay;
 - 6.2.2. be entitled to payment of the Charges despite any such prevention or delay; and
 - 6.2.3. be entitled to recover any additional costs, charges or losses the Supplier sustains or incurs that arise directly or indirectly from such prevention or delay.
- 6.3. The Client shall be liable to pay to the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Agreement, subject to the Supplier confirming such costs, charges and losses to the Client in writing.
- 6.4. The Client shall not, without the prior written consent of the Supplier, at any time from the date of this agreement to the expiry of 6 months after the termination of the Agreement, solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee of the Supplier in the provision of the Services.
- 6.5. All materials, equipment and tools, drawings, specifications and data supplied by the Supplier to the Client shall, at all times, be and remain as between the Supplier and the Client, the exclusive property of the Supplier, but shall be held by the Client in safe custody at its own risk and maintained and kept in good condition by the Client until returned to the Supplier, and shall not be disposed of or used other than in accordance with the Supplier's written instructions or authorisation.

7. FORCE MAJEURE

- 7.1. Provided it has complied with clause 7.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise

liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

- 7.2. The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 7.3. The Affected Party shall as soon as reasonably practicable after the start of the Force Majeure Event:
 - 7.3.1. notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
 - 7.3.2. use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 7.4. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the party not affected by the Force Majeure Event may terminate the Agreement by giving 2 weeks' written notice to the Affected Party.

8. CHARGES

- 8.1. In consideration of the provision of the Services by the Supplier, the Client agrees to pay the Charges.
- 8.2. The Supplier reserves the right to vary the Charges agreed with the Client, with prior written notice to the Client if there is any variation in the scope of the Engagement as per Clause 9 (Change Control).
- 8.3. Discounts may be applicable (at the absolute discretion of the Supplier) where payment of Charges is made in advance.
- 8.4. VAT is payable at the applicable rate on the entirety of the Charges and all sums payable.
- 8.5. The Client shall pay each invoice submitted to it by the Supplier, in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by the Supplier.
- 8.6. Without prejudice to any other right or remedy that it may have, if the Client fails to pay the Supplier on the due date:
 - 8.6.1. the Supplier reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount; and
 - 8.6.2. the Supplier may suspend all Services until payment has been made in full.

- 8.7. All sums payable to the Supplier under the Agreement shall become due immediately on its termination, despite any other provision. This clause is without prejudice to any right to claim for interest under the law, or any such right under the Agreement.
- 8.8. All amounts due under the Agreement 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).

9. CHANGE CONTROL

- 9.1. If either the Supplier or Client wishes to change the scope or execution of the Services:
 - 9.1.1. it shall submit details of the requested change to the other in writing;
 - 9.1.2. the Supplier shall, within a reasonable time, provide a written estimate to the Client of:
 - a) the likely time required to implement the change;
 - b) any necessary variations to the Supplier's charges arising from the change;
 - c) the likely effect of the change on the Statement of Work.
- 9.2. If the Client wishes the Supplier to proceed with the change, the Supplier has no obligation to do so unless and until the parties have agreed the necessary variations to its charges, the Services and any other relevant terms of the Agreement.
- 9.3. Notwithstanding clause 9.2, the Supplier may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.

10. PERFORMANCE CONDITIONS

- 10.1. The Client and Supplier shall apply the Performance Conditions as set out in the Statement of Work.

11. TERMINATION OF THE ENGAGEMENT

- 11.1. Either party may terminate the Engagement by giving to the other party in writing not less than [one months' notice].
- 11.2. 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:
 - 11.2.1. the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment;
 - 11.2.2. the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified [in writing] to do so;
 - 11.2.3. the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
 - 11.2.4. 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;

- 11.2.5. 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 its creditors;
- 11.2.6. 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 that other party (being a company);
- 11.2.7. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- 11.2.8. the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 11.2.9. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 11.2.10. 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;
- 11.2.11. 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 11.2.4 to clause 11.2.10 (inclusive);
- 11.2.12. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- 11.2.13. there is a change of control of the other party.

12. CONSEQUENCES UPON TERMINATION

- 12.1. On termination or expiry of the Agreement:
 - 12.1.1. the Client shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and 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;
 - 12.1.2. where applicable, the Client shall, return all of the Supplier's Equipment, Resources and Deliverables. If the Client fails to do so, then the Supplier may enter the Client's premises and take possession of them. Until they have been returned or repossessed, the Client shall be solely responsible for their safe keeping; and
 - 12.1.3. the following clauses shall continue in force: clause 14 (Intellectual property rights), clause 13 (Confidentiality), clause 15 (Limitation of liability), clause 16 (Notices), clause 21 (Governing law and jurisdiction).
- 12.2. Termination or expiry of the 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.

13. CONFIDENTIALITY

- 13.1. The Client undertakes that it shall not at any time during the Agreement, and for a period of two years after termination of the Agreement, disclose to any person technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential

nature and have been disclosed to the Client by the Supplier, its employees, agents, consultants or subcontractors and any other confidential information concerning the Supplier's business or its products which the Client may obtain, except as permitted by this clause.

- 13.2. The Client may disclose the Supplier's confidential information:
 - 13.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause; and
 - 13.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.3. The Client shall not use the Supplier's confidential information for any purpose other than to perform its obligations under the Agreement.
- 13.4. The Supplier shall not use any confidential information disclosed to it by the Client for any purpose other than to perform its obligations under the Agreement.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1. As between the Client and the Supplier, all Intellectual Property Rights and all other rights in the Deliverables and the Resources shall be owned by the Supplier.
- 14.2. Subject to clause 14.1, the Supplier licenses all such rights to the Client free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Client to make reasonable use of the Deliverables and the Services. If the Agreement is terminated, this licence will automatically terminate.
- 14.3. The Client acknowledges that, where the Supplier does not own any of the Resources, the Client's use of rights in the Resources is conditional on the Supplier obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle the Supplier to license such rights to the Client.

15. LIMITATION OF LIABILITY

- 15.1. Subject to clause 15.2, the Supplier shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for Losses.
- 15.2. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.
- 15.3. For the avoidance of doubt, the Supplier does not exclude liability for:
 - 15.3.1. death or personal injury arising from its own negligence;
 - 15.3.2. fraud or fraudulent misrepresentation; or
 - 15.3.3. any other liability which cannot be limited or excluded by applicable law.

16. NOTICES

- 16.1. All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally, by first class prepaid post or email to the contact details set out in the Statement of Work. Any such notice shall be deemed to have been served: if by hand when delivered; if by first class post 48 hours following posting; and if by email or facsimile transmission, when that email or facsimile is sent.

17. SEVERABILITY

- 17.1. If any of the provisions of the Agreement shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining provisions, which shall continue to be valid to the fullest extent permitted by applicable laws.

18. RIGHTS OF THIRD PARTIES

- 18.1. None of the provisions of this Agreement is intended to be for the benefit of or enforceable by third parties and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

19. GENERAL

- 19.1. Subject to clause 9 (Change Control), no variation or alteration to the Terms shall be valid unless the details of such variation are agreed between a director of the Supplier and the Client and are set out in writing in the Statement of Work.
- 19.2. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 19.3. The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

20. ASSIGNMENT

- 20.1. This agreement is personal to the Client and the Client shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.
- 20.2. The Supplier may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under the Agreement, provided that the Supplier gives prior written notice to the Client.

21. GOVERNING LAW AND JURISDICTION

- 21.1. The Agreement is governed by the law of England & Wales and is subject to the exclusive jurisdiction of the courts of England & Wales.