

Terms and Conditions

General and Definitions

1. **Monitor Intelligence Services Ltd** is a company incorporated in England & Wales (registration number 7595880) whose registered office and trading address is at Regus House, Windmill Hill Business Park, Whitehill Way, Swindon, SN5 6QR ('the Company', 'Monitor IS').
2. The Services: The services agreed to be performed by Company for the Client.
3. The Client: The party purchasing services from the Company.
4. The Agreement: The agreement entered into between the Client and the Company for the delivery of services, incorporating these Terms and Conditions.
5. The Agreement is the complete and exclusive statement of the agreement between the parties hereto and supersedes all prior agreements, oral or written, and all other communications between the parties concerning the subject matter of the Agreement.
6. The Agreement shall be construed in accordance with and governed by the Law of England and each party hereto agrees to submit to the exclusive jurisdiction of the English Courts.
7. No variation of this Agreement will be valid unless it is in writing and signed by or on behalf of each of the parties.
8. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement will not be affected.

Service Delivery

9. The Company will perform the services as agreed according to the provisions of the agreement and the Client shall pay to the Company all sums due for time spend in performing the Services.
10. The Company shall provide suitably qualified personnel to fulfil the services ("the Personnel").
11. The Company may remove anyone allocated by it to the Services but will endeavour to give the Client reasonable notice of such action and shall replace the personnel with suitable replacements at no cost to the Client.

12. The Company's personnel shall, when on the Client's premises, adhere to all such reasonable rules and regulations such as safety regulations required of persons on those premises.

Fees

13. The Company shall charge the Client for time spent delivering the Services as agreed on a daily rate basis.
14. There shall be no charge to the Client for travel to/from the Client's main premises or other travel, accommodation or subsistence unless otherwise agreed in writing between the Company and the Client.
15. All prices are specified exclusive of VAT.
16. Payment shall be made by the Client within 30 days of date of invoice which shall be raised at the end of each monthly period by the Company.

Other terms

17. Both parties agree that during a period from the date of the Agreement to twelve months after its completion or termination (for whatever reason that termination occurs) it shall not employ, engage, contract or solicit on any other basis or offer such employment or engagement to any of the other party's personnel who have been associated with the provision of the Service without the other party's prior agreement in writing.
18. Each party agrees that if it employs, engages, contracts or solicits any person contrary to the provisions of the above clause then the party in default shall be liable to pay to the other party liquidated damages a sum equal to the charge for 200 days work by that person at the daily rate last charged for that person by the Company to the Client.
19. Neither Monitor IS nor the Personnel are employees of the Client. Monitor IS is engaged as an independent contractor. The Client shall not be liable for the acts and omissions of Monitor IS or the Personnel. Without prejudice to the other provisions of this Agreement, in the performance of this Agreement and in any dealings with the Client pursuant to this Agreement, Monitor IS, the Personnel and the Client shall at all times act on a basis which is consistent with Monitor IS acting in the capacity of an independent contractor with separate legal personality and shall not take or permit to be taken any action which may cause the separate legal personality of Monitor IS to be disregarded or an employment relationship to be inferred between the Personnel and the Client.
20. By agreeing to procure services from the Company, the Client confirms that it has undertaken an assessment using due diligence with regard to the Intermediaries Legislation (IR35) and confirms that it has assessed that IR35 does not apply for this engagement. Should the Client ever deem that this engagement does fall within the scope of IR35, the Client shall immediately inform the Company and the Company shall be entitled to immediately

terminate the engagement.

Force Majeure

21. The Company shall have no liability to the Client under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement by actions, events, omissions or accidents beyond its reasonable control. If performance is suspended for such cause beyond the Company's reasonable control for more than 30 days, the Company may terminate the agreement by giving written notice to the Client.

Termination

22. Either party may terminate this Agreement and/or any SoW by immediate written notice at any time if the other party:
 - a. Commits a material breach of the Agreement which cannot be remedied;
 - b. Commits a material breach of the agreement which is not remedied within 30 days of the breach having been detected;

Liabilities

23. This Agreement does not limit or exclude the liability of the Company for death or personal injury caused by negligence or fraud or fraudulent misrepresentation or any other act or omission for which liability may not be limited or excluded by law.
24. Subject to clause 23 above, the Company will not be liable to the Client for any indirect or consequential losses; or loss of profits, loss of anticipated savings, loss of contract, loss of use, loss or corruption of data or information, in each case whether direct or indirect.
25. The liability of the Company to the Client in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with the Agreement, will not exceed 100% of the total payable by the Client to the Company for the Services.