

Terms of Business for the Supply of a Sub-Contractor_G-Cloud.15

Issue Ref: «ContractID»

This Agreement is made between:

- (1) **Sanderson Government and Defence Limited** (Company Number 04546820) whose registered office is at First Floor, Clifton Down House, 54a Whiteladies Road, Clifton, Bristol, BS8 2NH email service address compliance@sandersonplc.com ("**Supplier**")

and

- (2) «**BuyerName**» (Company Number «RegisteredNumber») of «BuyerAddress», «BuyerPostCode» email service address «emailaddress» (the "**Buyer**")

WHEREAS:

- (a) The Buyer has identified a need for specialist skills and/or technical expertise in the performance and completion of specific projects or tasks (defined below as the Services), further to the Framework Agreement.
- (b) Further to the Framework Agreement to buy Services, the Buyer enters into a Call-Off Contract and this Agreement, with the Supplier. The Parties must ensure they observe buying processes as set out in the Framework Agreement.
- (c) The Supplier is a specialist recruitment business and has agreed to supply independent professional Sub-Contractors to deliver the Services to the Buyer.
- (d) The Sub-Contractor specialises in the provision of consultancy services to a variety of clients and has agreed with the Supplier to provide Consultants to perform the Services.

1. Definitions

Words defined in the Framework Agreement and/or the Call-Off Contract and used in this Agreement shall have the meanings set out in the Framework Agreement and/or the Call-Off Contract, as necessary.

Agreement means these Terms of Business for the Supply of a Sub-Contractor_G-Cloud.15;

Assignment Schedule means each Order Form and Call-Off Contract agreed between the Supplier and the Buyer containing the particulars of the assignment and the Services and Assignment shall be construed accordingly;

Buyer means the person, firm or corporate body set out in the Call-Off Contract to whom the Services are to be provided by the Sub-Contractor and all references in this Agreement to the Buyer shall, where applicable, be deemed to include the End Buyer;

Confidential Information means all confidential information in any form relating to the affairs, business, software, technical know-how, processes, inventions, commercial relationships or financial matters of the Buyer and/or the Supplier;

Contractor(s) means the individual(s) supplied by the Sub-Contractor to perform the Services including any Substitute Contractor; **Controller, Processor, Data Subject, Personal Data, Personal Data Breach and Process/Processing** shall have the meanings set out in GDPR;

Data Protection Laws means any data protections laws which apply to the provision of the Services including without limitation (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation (EU) 2016/679 and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) the Data Protection Act 1998 (iii) any successor legislation to the GDPR or the Data Protection Act 1998);

End Buyer means, where the Services are performed wholly or in material part at the premises and/or for the benefit of persons other than the Buyer, such other person;

Framework Agreement means G-Cloud 15 Framework Agreement, Framework reference:

RM1557.15; **GDPR** means the General Data Protection Regulation (EU) 2016/679;

Group means any subsidiary or holding company (as defined by s. 1159 of the Companies Act 2006) or any subsidiary of a holding company or any associated company of a Party;

Intellectual Property Rights includes (without limitation) any and all present and future copyrights, registered designs, patents, inventions, trade marks, service marks, design rights (whether registered or unregistered), semiconductor topography rights, database rights (including rights of extraction), goodwill in relation to the foregoing, applications or rights to apply for, and renewals and extensions of any of the foregoing, rights to extract or re-utilise data, database rights, trade secrets, rights of confidence and all other similar rights which exist now or in the future in any part of the world;

Law means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of law, or directives or requirements of any Regulatory Body;

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Losses means any claims, losses, liabilities, damages, costs or expenses arising as a result of the defaulting party's actions or inactions;

Off Payroll Rules means the rules set out in Chapter 10, Part 2 of the Income Tax (Earnings and Pensions) Act 2003; **Party** means the Supplier or the Buyer and **Parties** means both the Supplier and the Buyer together;

Regulatory Body or Bodies Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in the Call-Off Contract;

Sub-Contractor means the legal entity which contracts with the Supplier to supply the Contractor(s) to deliver the Services; **Substitute Contractor** means any replacement contractor supplied in accordance with Clause 4.4; **Working Day** means any day other than a Saturday, Sunday or public holiday in England and Wales.

- 1.1. Reference to the singular includes the plural and vice versa, and reference to a gender includes the other genders unless the context requires otherwise.
- 1.2. Reference to a statutory provision includes a reference to that statutory provision as from time to time amended, extended or re-enacted and any regulations made under it.

2. This Agreement

- 2.1. For the purpose of this Agreement the Supplier acts as an employment business as defined within the Employment Agencies Act 1973.
- 2.2. The Buyer (or End Buyer if applicable) is a public authority within the scope of the Off Payroll Rules.
- 2.3. Where there is any conflict or ambiguity between this Agreement, the Framework Agreement and the Call-Off Contract, to the extent necessary, the order of precedence for resolving the conflict is:
 - (a) the completed Order Form
 - (b) the Framework Agreement
 - (c) the clauses of a Call-Off Contract (excluding this Agreement)
 - (d) this Agreement
 - (e) any other document referred to in the Call-Off Contract clauses

Alternative Clauses specified in a Buyer's Order Form will take precedence over their corresponding clauses in the Call-Off Contract.

3. The Services

- 3.1. The Supplier shall use reasonable endeavours to procure that the Sub-Contractor provides the Contractor(s) to supply the Services to the Buyer at the Location (or such other location as may be agreed with the Sub-Contractor) during the hours for the provision of Services. If the Location changes, a revised charge rate or travel expenses may be payable. The Buyer agrees that any change to the Location, Services or hours for the provision of Services must be agreed in advance with the Sub-Contractor.
- 3.2. The Supplier shall use reasonable endeavours to procure that the Sub-Contractor indemnifies and keeps indemnified both the Supplier and the Buyer in full against any Losses incurred in respect of or arising in connection with:
 - (a) any income tax, National Insurance or similar contributions and any VAT (including any penalties, interest or gross up) which may be found due by reason of any payment made under or in connection with this Agreement; and
 - (b) a claim by a third party that receipt or use of any deliverable and/or receipt or use of any part of the Services infringes any Intellectual Property Rights owned by any third party; and
 - (c) the negligence, dishonesty or misconduct of the Sub-Contractor and/or Contractors.
- 3.3. The Supplier shall ensure that its contract with the Sub-Contractor contains clauses requiring:
 - (a) the Sub-Contractor and the Contractor to at all times behave in accordance with Good Industry Practice;
 - (b) the Sub-Contractor to ensure that no Contractor will act or make any statement or otherwise behave in any manner that is reasonably likely to result in any prejudice to the Buyer;
 - (c) the Contractor to agree any specification or standards with the Buyer and any timetable or targets for progress or delivery or completion of the Services to include providing regular progress reports;
 - (d) the Sub-Contractor to use reasonable endeavours to ensure that no computer virus or similar destructive code is introduced onto the Buyer's or any third party's computer equipment or systems by any act, omission or negligence of it or the Contractor;
 - (e) that in the event that a Substitute Contractor is supplied, a full and effective knowledge transfer process will be provided at no additional cost;

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- (f) that the Sub-Contractor shall not, and shall ensure that the Contractor shall not, solicit or accept any commission, gift or other financial benefit or inducement from any supplier or potential supplier to the Buyer or operate in such a manner as to create a conflict of interest;
 - (g) the Sub-Contractor to enter into an agreement and require each Contractor to enter into an agreement in a form specified by the Supplier which contains an obligation to (i) keep confidential all Confidential Information obtained during the course of the Services; (ii) to assign any and all Intellectual Property Rights created or discovered by the Contractor in the course of providing the Services to the Buyer; and (iii) comply with the Buyer's reasonable and lawful instructions including (but not limited to) any policies relating to health and safety, access to the premises or use of the Buyer's IT and infrastructure and any other policies as may be notified to the Contractor by the Buyer from time to time;
 - (h) the Sub-Contractor to comply with its obligations under the Data Protection Laws and to obtain all necessary consents from the Contractor to the Processing of their Personal Data by the Supplier and/or the Buyer;
 - (i) the Sub-Contractor to take reasonable steps to safeguard the safety of its Contractors and the safety of all other persons who may be affected by its actions whilst at the Location or any other premises at which it is required to perform the Services;
 - (j) the Sub-Contractor to pay for all training, help or guidance which the Contractor requires to effectively deliver the Services and, where agreed with the Buyer, to provide such equipment, materials or data as may be necessary to deliver the Services. Any such equipment should be properly insured by the Sub-Contractor with third party liability for business use;
 - (k) that if the Buyer is not satisfied with the Contractor's output (the "Defective Services"), the Sub-Contractor and/or the Contractor to be responsible for remedying such Defective Services and, at the Buyer's election, shall either refund any fees paid to them in respect of the Services or correct such Defective Services in its own time and at its own expense;
 - (l) the Sub-Contractor to notify the Buyer in advance of any period during which the Services will not be provided;
 - (m) the Sub-Contractor to give the Buyer and its representatives rights to audit its records and documents connected with the provision of the Services.
- 3.4. The Supplier shall require the Sub-Contractor to supply, and shall check, the following information and supporting documentation prior to the Assignment Start Date:
- (a) details of the Contractor's qualifications and professional authorisations (if required);
 - (b) references for the previous 2 years;
 - (c) evidence that the Contractor has valid and subsisting leave to live, work and remain lawfully in the United Kingdom for the duration of the Assignment;
 - (d) proof of address dated within 3 months;
 - (e) copy of Certificate of Incorporation;
 - (f) copy of VAT Certificate (if VAT registered); and
 - (g) proof of:-
 - (i) Employer's Liability Insurance as required by Law (except where exempt under Law);
 - (ii) Public Liability Insurance to a minimum indemnity of £1 million for each individual claim; and
 - (iii) Professional Indemnity Insurance to a minimum indemnity of £1 million.

4. The Buyer's Obligations

4.1. The Buyer shall:

- (a) notify the Supplier of any changes to the way in which the Services are conducted after the Start Date which affect or might affect the applicability of the Off Payroll Rules;
- (b) if, in its sole discretion, the Supplier decides to undertake the HMRC Employment Status Service online test in order to obtain a ruling as to whether the Off Payroll Rules apply, provide such information to the Supplier as it reasonably requires to enable it to do so and warrants that such information shall be accurate and complete;
- (c) be responsible for providing office accommodation for the Contractor at the Location along with any necessary resources and facilities (including such access as they may reasonably require to the Buyer's IT equipment and systems), save where the Buyer agrees with the Sub-Contractor that such resources shall be provided by the Sub-Contractor;

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- (d) agree directly with the Sub-Contractor how the Services will be provided including any specification or standards to be used in the provision of the Services and any timetable or targets for progress or delivery or completion of the Services;
 - (e) make the Sub-Contractor and the Contractor aware of any rules, obligations or policies that it wishes the Contractor to comply with including but not limited to security, health and safety, IT access and usage and data protection; and
 - (f) ensure that the Contractor works in a safe environment in accordance with a safe system of work. The Buyer shall ensure it holds adequate Public Liability insurance in respect of the Sub-Contractor and shall indemnify and keep indemnified the Supplier from and against all Losses suffered or incurred by the Supplier as a result of any claim by the Sub-Contractor and/or Contractor arising out of any injury or damage to their property suffered in the course of performing the Services.
- 4.2. Where the Contractor is unwilling to provide the Service the Buyer agrees that the Sub-Contractor shall be entitled to provide the Services using equally skilled, qualified and, if required, security cleared contractors other than the Contractor (a "Substitute Contractor"). The Buyer acknowledges that it will not be entitled to interview the Substitute Contractor before they start providing Services (save as required for any verification checks).
- 4.3. The Buyer may impose a temporary interruption of the Services to be supplied under this Agreement. The Buyer shall provide the Supplier with reasonable notice in advance of any such interruption of the Services. The Supplier shall ensure that the Sub-Contractor agrees that the Contractor will not provide Services to the Buyer or charge a fee where the Buyer has notified an interruption of the provision of Services for whatever reason.
- 4.4. The Buyer agrees to tell the Supplier immediately if it intends to extend an Assignment Schedule.
- 4.5. Save where the Buyer notifies the Supplier in writing prior to the start of an Assignment, the Buyer confirms that the Contractors will not be working under its supervision, direction or control.
- 4.6. The Buyer warrants and undertakes that all information it provides to the Supplier under this Agreement shall be true and accurate.

5. Invoicing, Payment and Expenses

- 5.1. The Buyer shall pay the Supplier the Call-Off Contract charges for the provision of the Services by the Sub-Contractor.
- 5.2. The Supplier will submit invoices in respect of the Call-Off Contract charges further to the Assignment Schedule.
- 5.3. Unless otherwise stated, all sums payable under this Agreement are exclusive of Value Added Tax, which shall be charged separately at the prevailing rate.
- 5.4. The Buyer shall pay undisputed invoices in full without any deduction, set-off or counterclaim in accordance with the Assignment Schedule.
- 5.5. If an invoice is the subject of a substantiated dispute, the Buyer shall use reasonable endeavours to notify the Supplier within two (2) Working Days (or as soon as reasonably practicable thereafter) of the areas in dispute and both Parties shall use their reasonable endeavours to resolve such disputes within five (5) Working Days of the dispute being raised. If resolution has not been reached within this period, it will be referred to each Party's account manager. Any undisputed amount must be paid within the agreed payment terms.
- 5.6. Save for sums disputed under Clause 5.5, if the Buyer fails to pay any sum on the due date, the Supplier may immediately withdraw the Sub-Contractor from providing the Services until such time as the Buyer has paid any sums due and owing, and/or reserves the right to charge the Buyer interest on invoiced amounts unpaid by the due date (before and after any judgment) at the statutory rate set out in Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998.

6. Confidential Information and Data Protection

- 6.1. A Party (the "Receiving Party") shall keep in strict confidence all Confidential Information disclosed to it by the other Party, its employees, agents or subcontractors (the "Disclosing Party"). The Receiving Party shall only disclose such Confidential Information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Receiving Party's obligations under this Agreement, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this Clause as though they were a party to this Agreement.
- 6.2. The Receiving Party may disclose such of the Disclosing Party's Confidential Information to its professional advisers or as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.
- 6.3. The Parties agree to comply with the Data Protection Laws and shall not cause or seek to cause the other Party to breach the Data Protection Laws.
- 6.4. The Parties acknowledge that the Sub-Contractor is a Data Controller in respect of the Personal Data and provides such Personal Data to the Buyer in accordance with the Data Protection Laws for the purposes of this Agreement.

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- 6.5. The Parties acknowledge that the Sub-Contractor is a Data Controller but the Parties are not Joint Controllers (as defined within the Data Protection Laws).
- 6.6. The Buyer warrants and represents that it will:
- (a) having regard to the state of technological development and the cost of implementing any measures, take appropriate technical and organisational measures against the unauthorised or unlawful Processing of the Contractor's Personal Data and against the accidental loss or destruction of, or damage to, any Personal Data to ensure a level of security appropriate to: (i) the harm that might result from such unauthorised or unlawful Processing or accidental loss, destruction or damage; and (ii) the nature of the Personal Data to be protected;
 - (b) take reasonable steps to ensure compliance with those measures; and
 - (c) discharge its obligations under this Agreement with all due skill, care and diligence.
- 6.7. The Buyer shall provide any information requested by the Supplier in a timely manner to enable the Supplier to respond to a Data Subject Access Request or requests from the Information Commissioner's Office.
- 6.8. The Parties agree to notify the other Party immediately and in any event within twenty-four (24) hours upon becoming aware of or reasonably suspecting a Personal Data Breach.

7. Liability and Indemnity

- 7.1. Nothing in this Agreement shall limit either Party's liability in respect of death or personal injury resulting from its negligence or fraud or any liability that cannot be excluded or limited by applicable laws.
- 7.2. Subject to Clause 7.1, in no circumstances shall either Party be liable to the other under this Agreement whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of damage to goodwill; or
 - (g) any indirect or consequential loss.
- 7.3. Whilst reasonable efforts are made by the Supplier to ensure reasonable standards of skill, integrity and reliability from the Sub-Contractor in delivery of the Services, no liability is accepted by the Supplier for any Losses arising from the negligence, dishonesty, misconduct, actions or inactions or lack of skill of the Sub-Contractor and/or Contractors or from the failure of the Sub-Contractor to complete the Services save to the extent that such sums are recoverable by it from the Sub-Contractor.
- 7.4. Subject to Clause 7.2, the Buyer shall indemnify and keep indemnified the Supplier against any Losses incurred by the Supplier arising out of or in connection with the Services as a result of:
- (a) any breach of this Agreement by the Buyer (including its employees, subcontractors and agents); and
 - (b) any breach by the Buyer, or any of its employees or agents, of any applicable statutory provisions (including, without limitation, any statutory provisions prohibiting or restricting discrimination or other inequality of opportunity).

8. Termination of this Agreement

- 8.1. This Agreement shall apply from the Start Date set out in the first Assignment Schedule and shall continue until terminated in accordance with the provisions of the Assignment Schedule or this Agreement.
- 8.2. Without prejudice to any other right or remedy, either Party may terminate this Agreement without compensation and with immediate effect at any time by giving the other Party written notice if:
- (a) the other Party commits a material breach of any term of this Agreement and (if the breach is capable of remedy) fails to remedy the breach within fourteen (14) days of receiving written notice from the other Party to do so;
 - (b) the other Party ceases or threatens to cease trading, becomes insolvent or compounds or enters into a voluntary arrangement with its creditors or passes a resolution for winding up or is the subject of an administration order, winding up order, examination order or bankruptcy order (as applicable) or if a receiver, administrative receiver, examiner or liquidator is appointed in respect of any of its business or assets; or
 - (c) in the case of termination by the Supplier only, the Buyer fails to pay any amount which is due to the Supplier in full within 60 days of the date that the payment falls due.

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- 8.3. Termination of this Agreement shall not affect any rights or liabilities of either Party which have accrued prior to the date of termination, nor any obligation which is expressed or intended to continue after the date of termination. Clauses 5, 6, 11.1, 12 and 14.10 shall expressly survive any such termination.

9. Term and Termination of the Assignment Schedule(s)

- 9.1. Each Assignment Schedule shall commence on the Start Date and shall continue unless terminated earlier in accordance with the Assignment Schedule or this Agreement.
- 9.2. At the Buyer's request, the Supplier will seek to extend any Assignment subject to the agreement of the Sub-Contractor. The Buyer is recommended to give as much advance notice as possible of any wish to extend an Assignment.
- 9.3. Either Party may terminate an Assignment at any time subject to have served written notice on the other Party as set out in the Assignment Schedule.
- 9.4. The Buyer may instruct the Supplier to terminate an Assignment with immediate effect in the event the Buyer reasonably considers the performance of a Sub-Contractor to be unsatisfactory having regard to
- (a) Good Industry Practice; or
 - (b) any specification or standards communicated to the Sub-Contractor by the Buyer including the need for compliance with its policies, provided that the Buyer supplies detailed, written confirmation of the grounds for termination to the Supplier prior to the termination and the Supplier considers that such grounds are reasonable.
- 9.5. Any termination under Clause 9.4 will not affect the Buyer's obligation to pay any Call-Off Contract charges incurred up to the date on which the Assignment Schedule is terminated.

10. Force Majeure

- 10.1. Neither Party shall be liable for failure to perform its obligations under this Agreement if such failure results from an Event of Force Majeure, providing that the other Party is notified in writing of these circumstances as soon as possible. For the purposes of this Clause, an Event of Force Majeure means any circumstances beyond the reasonable control of either Party including but not limited to Acts of God, fires, floods, earthquake, windstorm or other natural disaster, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) or imposition of government; law, judgment, order, decree, embargo, blockade, labour dispute including but not limited to strike, lockout or boycott; interruption or failure of utility service including but not limited to electric power, gas, water or telephone services.

11. Relationship Between the Parties

- 11.1. Neither the Buyer nor the Supplier are obliged to offer work or services to the Sub-Contractor and the Parties acknowledge that the Sub-Contractor is not obliged to accept any work or services that may be offered save as provided for under this Agreement. This Agreement is not a contract of employment and neither the Supplier nor the Sub-Contractor or Contractor intend that the provision of Services should constitute or create a relationship of employment between any of the Parties.

12. Audit and Retention of Documents

- 12.1. The Buyer and/or their authorised representative shall have the right both during the term of this Agreement and for 6 years thereafter, upon reasonable notice and no more than once every 18 months, to conduct audits of the Supplier and/or the Sub-Contractor, including (but not limited to) to inspect the books, records (including timesheets if relevant) and any other relevant facilities of the Supplier in order to verify compliance with the obligations set out in this Agreement including Call-Off Contract charges charged by the Supplier and to take copies of any books or records for this purpose.
- 12.2. The Supplier shall provide such free assistance and access (including access to people, premise and records) reasonably required for the purposes of complying with Clause 12.1.

13. Notices

- 13.1. Any notice or other communication to be given under this Agreement shall be in writing, signed by or on behalf of the Party giving it and addressed to the Parties at the address shown on this Agreement or otherwise subsequently notified in accordance with this Clause. Notices may be delivered personally, sent by pre-paid post, or by e-mail and shall be deemed to have been served when delivered (if delivered personally) on the second Working Day after the date of posting (if sent by post) and upon transmission (if sent by e-mail), provided that where in the case of delivery in person or by e-mail such delivery or transmission occurs after 5pm on any day, service shall be deemed to occur at 9.30am on the next Working Day.
- 13.2. The Buyer and the Supplier each agree to notify the other in accordance with this Agreement of any change of address (email or otherwise) in order to prevent interruptions to their communications.

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14. General

- 14.1. *Neither party* may make any announcements about the existence or content of this Agreement without the consent of the other.
- 14.2. *Assignment.* Neither Party shall assign or otherwise transfer its rights or obligations under this Agreement without the other Party's prior written consent (such consent not to be unreasonably withheld).
- 14.3. *Invalidity.* If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of this Agreement.
- 14.4. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 14.5. *Waiver.* A waiver of any right under this Agreement or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a Party in exercising 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 its 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.
- 14.6. *No partnership or agency.* Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, nor constitute either Party the agent of the other for any purpose. Neither Party shall have authority to act as agent for, or to bind, the other Party in any way.
- 14.7. *Third parties.* A person who is not a party to this Agreement shall not have any rights to enforce its terms save that the Sub-Contractor may enforce the provisions of Clause 4.1(e).
- 14.8. *Variation.* Except as set out in this Agreement, no variation of this Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Supplier.
- 14.9. *Counterparts:* This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.
- 14.10. *Governing law.* This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of England and Wales.
- 14.11. *Jurisdiction.* Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).