

DATED **XXXXXXXXXX**

TECHARY RESOURCES LTD (1)

XXXXXXXXXXXXXXXX (2)

**TERMS AND CONDITIONS
FOR THE SUPPLY OF
SERVICES**

Definitions and interpretation

1.1 In these Conditions the following definitions apply:

Affiliate	means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;
Bribery Laws	means the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday;
Conditions	means the Supplier's terms and conditions of supply set out in this document;
Confidential Information	means any commercial, financial or technical information, information relating to the Services, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a Party in performing its obligations under, or otherwise pursuant to the Contract;
Contract	means the agreement between the Supplier and the Customer for the supply and purchase of Services incorporating these Conditions and the Order;
Control	has the meaning given to it in section 1124 of the Corporation Tax Act 2010;
Customer	means the person who purchases the Services from the Supplier and whose details are set out in the Order;
Force Majeure	means an event or sequence of events beyond a Party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract;
Intellectual Property Rights	means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights;

- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future;
- (e) to which the relevant Party is or may be entitled, and
- (f) in whichever part of the world existing;

Location	means the address(es) for performance of the Services as set out in the Order;
Modern Slavery Policy	means the Supplier's anti-slavery and human trafficking policy in force and notified to the Customer from time to time;
Order	means the order for the Services from the Supplier placed by the Customer in substantially the same form as set out in 2 overleaf together with a purchase order for the Services;
Party	A party shall mean either the Customer or the Supplier as the context so requires and "Parties" shall mean the Customer and the Supplier;
Personnel	means the employees of the Supplier assigned to carry out the Services;
Price	has the meaning set out in clause 1.13;
Services	means the Services set out in the Order or understood by the Parties to be included in the Services and to be performed by the Supplier for the Customer;
Specification	means the description or specification of the Services set out or referred to in the Order; and
Supplier	means Techary Resources Limited (Registered in England under number 06271989) whose registered office is at Unit 4.02 Crayfields Business Park, New Mill Road, Orpington, Kent BR5 3QA
VAT	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services;
Year	means the period of one year from the date of this Agreement or from the most recent anniversary of the date of this Agreement.

1.2 In these Conditions, unless the context requires otherwise:

- 1.2.1 any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;
- 1.2.2 a reference to a 'Party' includes that Party's personal representatives, successors and permitted assigns;

- 1.2.3 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.4 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.5 a reference to a gender includes each other gender;
- 1.2.6 words in the singular include the plural and vice versa;
- 1.2.7 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.8 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form [(excluding email)];
- 1.2.9 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a Party under the Contract; and
- 1.2.10 a reference to legislation includes all subordinate legislation made from time to time under that legislation.

Application of these Conditions

- 1.3 These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply.
- 1.4 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing.
- 1.5 No variation of these Conditions or to an Order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Supplier.
- 1.6 Each Order by the Customer to the Supplier shall be an offer to purchase Services subject to these Conditions.
- 1.7 An Order may be withdrawn or amended by the Customer at any time before acceptance by the Supplier. If the Supplier is unable to accept an Order, it shall notify the Customer as soon as reasonably practicable.
- 1.8 The offer constituted by an Order shall remain in effect and be capable of being accepted by the Supplier for 15 Business Days from the date on which the Customer submitted the Order, after which time it shall automatically lapse and be withdrawn.
- 1.9 The Supplier may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Services shall arise, until the earlier of:
 - 1.9.1 the Supplier's written acceptance of the Order; or
 - 1.9.2 the Supplier performing the Services or notifying the Customer that they are ready to be performed (as the case may be).

- 1.10 Rejection by the Supplier of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.
- 1.11 The Supplier may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Services and are incapable of being accepted by the Customer.
- 1.12 Marketing and other promotional material relating to the Services are illustrative only and do not form part of the Contract.

Price

- 1.13 The price for the Services shall be as set out in the Order or, in default of such provision, shall be calculated in accordance with the Supplier's scale of charges in force from time to time, and as notified to the Customer in writing prior to being set out in the Order, in respect of days or part days actually worked by the Supplier's Personnel subject to a minimum of five (5) hours being charged for each of the Personnel for each day worked (**Price**).
- 1.14 At the end of each week the Supplier must ensure that each of the Personnel complete a timesheet showing the hours and days of that week during which each Personnel provided the Services and ensure that such timesheets are signed off by the Customer.
- 1.15 The Prices are exclusive of:
 - 1.15.1 any expenses, approved by the Customer in writing, (including but not by way of limitation all travel expenses) which have been incurred which shall be charged in addition at the Supplier's standard rates, and
 - 1.15.2 VAT (or equivalent sales tax).
- 1.16 The Customer shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.

Payment

- 1.17 The Supplier shall invoice the Customer for the Services ten days after each course start date.
- 1.18 The Customer shall pay all invoices:
 - 1.18.1 in full without deduction or set-off, in cleared funds within 30 days of the date of each invoice; and
 - 1.18.2 to the bank account nominated by the Supplier.
- 1.19 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:
 - 1.19.1 the Supplier may, without limiting its other rights, charge interest on such sums at 2% a year above the base rate of Barclays Bank plc from time to time in force, and
 - 1.19.2 interest shall accrue daily and apply from the due date for payment until actual payment in full, whether before or after judgment.

2 No Employment or Agency

- 2.1 The Supplier warrants and represents to the Customer that it is an independent company. Nothing contained in the Contract shall be construed or have effect as constituting any relationship of employer and employee between the Customer or any of the Customer's Affiliates and the Supplier.
- 2.2 The Personnel shall always be regarded as either employees, or agents or sub-contractors of the Supplier and no relationship of employer and employee shall arise between the Customer and any Personnel under any circumstances regardless of the degree of supervision that may be exercised over the Personnel by the Customer.
- 2.3 Nothing in the Contract shall constitute the Supplier as an agent of the Customer or any of the Customer's Affiliates. The Supplier shall not have any right or power whatsoever to contract on behalf of the Customer or any of the Customer's Affiliates or bind the Customer or any of its Affiliates in any way unless specifically authorised in writing to do so.
- 2.4 Nothing contained in the Contract shall constitute a partnership or joint venture between the Customer or its Affiliates and the Supplier and both Parties shall be free to engage with other customers and suppliers.
- 2.5 Each Party agrees that in the event that one Party or any of its Affiliates (the "Employing Party") engages as a permanent employee or contractor any of the other Party's personnel (including the Personnel) with whom the Employing Party has had contact during the provision of the Services under this Agreement, resulting in full or part-time permanent employment or work as a contractor ('**Engagement**') by the Employing Party (which the Employing Party shall promptly notify to the other Party) the Employing Party shall pay to the other Party an introduction fee if the Engagement occurs within 26 weeks of the final date on which the personnel were involved in the provision of the Services. The introduction fee shall be calculated as 15% of the employee or contractor's anticipated total remuneration for the first 12 months of the engagement. VAT shall be paid in addition at the prevailing rate.

3 Other Interests

- 3.1 The Supplier shall immediately disclose to the Customer any conflict of interest of which it is aware that arises in relation to the provision of the Services as a result of any present or future appointment employment or other interest of the Supplier or any Personnel.

Credit limit

The Supplier may set and vary credit limits from time to time and withhold all further supplies if the Customer exceeds such credit limit.

Performance

- 3.2 An Order shall specify whether the Services are to be:
- 3.2.1 performed at the Location on the date(s) specified in the Order; or
- 3.2.2 performed at an alternative premises set out in the Order (as the case may be). The Customer shall make such premises available for the Supplier so that the Supplier is able to make the Services available to be performed within the period set out in the Order.
- 3.3 The Services shall be deemed performed on completion of the performance of the Services as specified in the Order.

- 3.4 NOT USED
- 3.5 Time of performance of the Services is of the essence. The Supplier shall use all reasonable endeavours to meet dates for performance specified in an Order.
- 3.6 The Supplier shall not be liable for any delay in or failure of performance caused by:
- 3.6.1 the Customer's failure to: (i) make the Location available, (ii) prepare the Location in accordance with the Supplier's instructions or (iii) provide the Supplier with adequate instructions for performance of the Services;
 - 3.6.2 Force Majeure.

Warranty

- 3.7 The Supplier warrants that, for a period of three months from performance (the **Warranty Period**), the Services shall:
- 3.7.1 conform in all material respects to their description and the Specification;
 - 3.7.2 be free from material defects;
 - 3.7.3 be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II s 13;
 - 3.7.4 be fit for purpose and any purpose held out by the Supplier; and
 - 3.7.5 in the case of media on which the results of the Services are supplied, be free from defects in material and workmanship and of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- 3.8 The Customer warrants that it has provided the Supplier with all relevant, full and accurate information as to the Customer's business and needs.
- 3.9 The Supplier shall, at its option, remedy, re-perform or refund the Fees paid for the provision of the Services that do not comply with clause 3.7, provided that:
- 3.9.1 the Customer serves a written notice on the Supplier not later than ten Business Days from performance in the case of defects discoverable by a physical inspection, or within a reasonable period of time from performance in the case of latent defects; and
 - 3.9.2 such notice specifies that some or all of the Services do not comply with clause 3.7 and identifies in sufficient detail the nature and extent of the defects; and
 - 3.9.3 the Customer gives the Supplier a reasonable opportunity to examine the claim of the defective Services.
- 3.10 The provisions of these Conditions shall apply to any Services that are remedied or re-performed with effect from performance of the remedied or re-performed Services.
- 3.11 Except as set out in this clause 3:
- 3.11.1 the Supplier gives no warranties and makes no representations in relation to the Services; and

3.11.2 shall have no liability for their failure to comply with the warranty in clause 3.7, and all warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

3.12 The Customer shall be entitled to exercise its rights under clause 3 notwithstanding that the Services were not rejected following any initial inspection.

Anti-bribery

3.13 For the purposes of this clause 3.13 through 3.16 the expressions **adequate procedures** and **associated with** shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

3.14 Each Party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:

3.14.1 all of that Party's personnel;

3.14.2 all others associated with that Party; and

3.14.3 all of that Party's subcontractors;

involved in performing the Contract so comply.

3.15 Without limitation to clause 3.14, neither Party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

3.16 Each Party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 3.13 through 3.16.

Anti-slavery

3.17 The Customer undertakes, warrants and represents that:

3.17.1 neither the Customer nor any of its officers, employees, agents or subcontractors has:

- (a) committed an offence under the Modern Slavery Act 2015 (**MSA Offence**); or
- (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- (c) is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

3.17.2 it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy; and

3.17.3 it shall notify the Supplier immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of Customer's obligations under clause 3.17. Such notice shall set out full details of the circumstances concerning the breach or potential breach of the Customer's obligations.

- 3.18 Any breach of clause 3.17 by the Customer shall be deemed a material breach of the Contract and shall entitle the Supplier to terminate the Contract with immediate effect.

Indemnity and insurance

Each Party shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under these Conditions. On request, a Party shall supply to the other, so far as is reasonable, evidence of the maintenance of the insurance and all of its terms from time to time applicable.

Limitation of liability

- 3.19 The extent of the Parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 3.19 through 3.24.
- 3.20 Subject to clauses 3.23 and 3.24, each party's total liability to the other party shall not exceed in any particular Year the aggregate sum of £50,000 plus the amount of fees payable in that Year.
- 3.21 Subject to clauses 3.23 and 3.24 neither Party shall be liable for consequential, indirect or special losses.
- 3.22 Subject to clauses 3.23 and 3.24, neither Party shall be liable for any of the following (whether direct or indirect):
- 3.22.1 loss of profit;
 - 3.22.2 loss of use;
 - 3.22.3 loss of production;
 - 3.22.4 loss of contract;
 - 3.22.5 loss of opportunity;
 - 3.22.6 loss of savings, discount or rebate (whether actual or anticipated);
 - 3.22.7 harm to reputation or loss of goodwill.
- 3.23 The limitations of liability set out in clauses 0 to 3.22 shall not apply in respect of any indemnities given by either Party under the Contract.
- 3.24 Notwithstanding any other provision of the Contract, the liability of the Parties shall not be limited in any way in respect of the following:
- 3.24.1 death or personal injury caused by negligence;
 - 3.24.2 fraud or fraudulent misrepresentation;
 - 3.24.3 any other losses which cannot be excluded or limited by applicable law;
 - 3.24.4 any losses caused by wilful misconduct.

Intellectual property

- 3.25 The Supplier shall own all Intellectual Property Rights in training materials and resources created by the Supplier prior to the Contract. The Customer shall own all its Intellectual Property Rights created prior to the Contract. The parties will discuss the ownership or rights to use any Intellectual Property Rights to be created in future projects prior to starting any such projects.
- 3.26 The Supplier shall indemnify the Customer and hold the Customer and their Affiliates harmless from and against any losses, damages, liability, costs and expenses (including reasonable professional fees) incurred by it as a result of any action, demand or claim that performance of benefit of the Services infringes the Intellectual Property Rights of any third party (IPR Claim), provided that the Supplier shall have no such liability if the Customer:
- 3.26.1 does not notify the Supplier in writing setting out full details of any IPR Claim of which it has notice as soon as is reasonably possible;
 - 3.26.2 makes any admission of liability or agrees any settlement or compromise of the relevant IPR Claim without the prior written consent of the Supplier;
 - 3.26.3 does not let the Supplier at its request and own expense have the conduct of or settle all negotiations and litigation arising from the IPR Claim at its sole discretion, save where the conduct of the Supplier in defending the infringement claim, in the Customers sole discretion, brings the Customers reputation into dispute;
 - 3.26.4 does not take all reasonable steps to minimise the losses that may be incurred by it or by any third party as a result of the IPR Claim;
 - 3.26.5 does not, at the Supplier's request, provide the Supplier with all reasonable assistance in relation to the IPR Claim (at the Customer's expense) including the provision of prompt access to any relevant premises, officers, employees, contractors or agents of the Customer.
- 3.27 If any IPR Claim is made or is reasonably likely to be made, the Supplier may at its option:
- 3.27.1 procure for the Customer the right to continue receiving the benefit of the relevant Services; or
 - 3.27.2 modify or replace the infringing part of the Services so as to avoid the infringement or alleged infringement, provided the Services remain in material conformance to their Specification.
- 3.28 The Supplier's obligations under clause 3.28 shall not apply to Services modified or used by the Customer other than in accordance with the Contract or the Supplier's instructions. The Customer shall indemnify the Supplier against all losses, damages, liability, costs and expenses (including reasonable legal fees) incurred by the Supplier in connection with any claim arising from such modification or use.

Confidentiality and announcements

- 3.29 Each Party shall keep confidential all Confidential Information of the other Party and of any Affiliate of the other Party and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:

- 3.29.1 any information which was in the public domain at the date of the Contract;
 - 3.29.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
 - 3.29.3 any information which is independently developed by a Party without using information supplied by the other Party or by any Affiliate of the other Party; or
 - 3.29.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.
- 3.30 This clause shall remain in force for a period of five years from the date of the Contract and, if longer, three years after termination of the Contract.
- 3.31 Neither Party shall make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

Force Majeure

- 3.32 A Party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:
- 3.32.1 promptly notifies the other of the Force Majeure event and its expected duration; and
 - 3.32.2 uses best endeavours to minimise the effects of that event.
- 3.33 If, due to Force Majeure, a Party:
- 3.33.1 is or shall be unable to perform a material obligation; or
 - 3.33.2 is delayed in or prevented from performing its obligations for a continuous period exceeding 21 days or a total of more than 30 days in any consecutive period of 60 days.

Termination

- 3.34 Either Party may terminate the Contract or any other contract which it has with the other Party at any time by giving notice in writing to the other Party if:
- 3.34.1 the other Party commits a material breach of Contract and such breach is not remediable;
 - 3.34.2 the other Party commits a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach;
 - 3.34.3 the other Party has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 days after it has been notified that the payment is overdue; or
 - 3.34.4 any consent, licence or authorisation held by other Party is revoked or modified such that the other Party is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.

- 3.35 Either Party may terminate the Contract at any time by giving notice in writing to the other Party if the other Party:
- 3.35.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 3.35.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if a Party reasonably believes that to be the case;
 - 3.35.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 3.35.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - 3.35.5 has a resolution passed for its winding up;
 - 3.35.6 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - 3.35.7 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;
 - 3.35.8 has a freezing order made against it;
 - 3.35.9 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;
 - 3.35.10 is subject to any events or circumstances analogous to those in clauses 3.37.1 to 3.37.9 in any jurisdiction;
 - 3.35.11 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 3.35.1 to 3.35.10 including giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
- 3.36 Either Party may terminate the Contract any time by giving not less than 30 days' notice in writing to the other Party.
- 3.37 The right of a Party to terminate the Contract pursuant to clause 3.35 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged Party agrees to adhere to the Contract.
- 3.38 If either Party becomes aware that any event has occurred, or circumstances exist, which may entitle a Party to terminate the Contract under this clause, it shall immediately notify the other Party in writing.
- 3.39 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of a Party at any time up to the date of termination.

Dispute resolution

- 3.40 Any dispute arising between the Parties out of or in connection with the Contract shall be dealt with in accordance with the provisions of this clause 3.40 -through 3.45.
- 3.41 The dispute resolution process may be initiated at any time by either Party serving a notice in writing on the other Party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.
- 3.42 The Parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:
- 3.42.1 within 7 days of service of the notice, the contract managers of the Parties shall meet to discuss the dispute and attempt to resolve it.
- 3.42.2 if the dispute has not been resolved within 7 days of the first meeting of the contract managers, then the matter shall be referred to the chief executives (or persons of equivalent seniority). The chief executives (or equivalent) shall meet within 14 days to discuss the dispute and attempt to resolve it.
- 3.43 The specific format for the resolution of the dispute under clause 3.42.1 and, if necessary, clause 3.42.2 shall be left to the reasonable discretion of the Parties, but may include the preparation and submission of statements of fact or of position.
- 3.44 If the dispute has not been resolved within 14 days of the first meeting of the chief executives (or equivalent) under clause 3.42.2 then the matter may be referred to mediation in accordance with the London Court of International Arbitration Mediation Rules.
- 3.45 Either Party may issue formal legal proceedings or commence arbitration at any time whether or not the steps referred to in clauses 3.42 and 3.45 have been completed.

Notices

- 3.46 Any notice or other communication given by a Party under these Conditions shall:
- 3.46.1 be in writing and in English;
- 3.46.2 be signed by, or on behalf of, the Party giving it (except for notices sent by email); and
- 3.46.3 be sent to the relevant Party at the address set out in the Contract
- 3.47 Notices may be given, and are deemed received:
- 3.47.1 by hand: on receipt of a signature at the time of delivery;
- 3.47.2 by post: at 9.00 am on the second Business Day after posting;
- 3.47.3 by Royal Mail International Tracked & Signed OR Royal Mail International Signed post: at 9.00 am on the fourth Business Day after posting; and
- 3.47.4 by fax: on receipt of a transmission report from the correct number confirming uninterrupted and error-free transmission; and
- 3.47.5 by email: on receipt of a delivery receipt email from the correct address.

- 3.48 Any change to the contact details of a Party as set out in the Contract shall be notified to the other Party in accordance with clause 3.48 and shall be effective:
- 3.48.1 on the date specified in the notice as being the date of such change; or
- 3.48.2 if no date is so specified, 10 Business Days after the notice is deemed to be received.
- 3.49 All references to time are to the local time at the place of deemed receipt.
- 3.50 This clause does not apply to notices given in legal proceedings or arbitration.
- 3.51 A notice given under these Conditions is not validly served if sent by email.

Cumulative remedies

The rights and remedies provided in the Contract for each Party are cumulative and not exclusive of any rights and remedies provided by law.

Further assurance

A Party shall at the reasonable request of the other Party and at the cost of the Party making the request do all acts and execute all such documents which are necessary to give full effect to the Contract.

Entire agreement

- 3.52 The Parties agree that the Contract and any documents entered into pursuant to it] constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 3.53 Each Party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it] in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract [or any documents entered into pursuant to it]. No Party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.
- 3.54 Nothing in these Conditions purports to limit or exclude any liability for fraud.

Variation

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, the Supplier.

Assignment

- 3.55 The Supplier may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Customer's prior written consent, such consent not to be unreasonably withheld or delayed.

Equitable relief

Each Party recognises that any breach or threatened breach of the Contract may cause a Party irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to a Party, each Party acknowledges and agrees that the non-breaching Party is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

Severance

- 3.56 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.
- 3.57 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

Waiver

- 3.58 No failure, delay or omission by the Contract in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 3.59 No single or partial exercise of any right, power or remedy provided by law or under the Contract by a Party shall prevent any future exercise of it or the exercise of any other right, power or remedy by such Party.
- 3.60 A waiver of any term, provision, condition or breach of the Contract by a Party shall only be effective if given in writing and signed by such Party, and then only in the instance and for the purpose for which it is given.

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Compliance with law

Each Party shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

Conflicts within contract

If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail.

Costs and expenses

Each Party shall pay their own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

Third party rights

- 4.1 Except as expressly provided for in clause 3.64, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.
- 4.2 Any Affiliate of the Supplier shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

Governing law

The Contract and any dispute or claim arising out of, or in connection with, it, 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.

Jurisdiction

The Parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1
DATA PROTECTION

1 Interpretation

1.1 In this Schedule:

“Data Protection Laws” means the GDPR and the Privacy and Electronic Communication Regulations 2003, any amendment, consolidation or re-enactment thereof, any legislation of equivalent purpose or effect enacted in the United Kingdom, or, where relevant, the European Union, and any orders, guidelines and instructions issued under any of the above by relevant national authorities, a judicial authority in England and Wales or, where relevant, a European Union judicial authority;

“GDPR” means the General Data protection Regulation EU 2016/679 as applied and supplemented by the laws of England and as in force from time to time;

“Personal Data” has the meaning given to it by the GDPR, but shall only include personal data to the extent that such personal data, or any part of such personal data, is processed in relation to the Services provided under this Contract;

“Replacement National Legislation” means legislation in the United Kingdom which is enacted to cover, in whole or part, the same subject matter as the GDPR.

1.2 Words and phrases with defined meanings in the GDPR have the same meanings when used in this Schedule, unless otherwise defined by this Schedule.

1.3 If the GDPR ceases to apply to the United Kingdom, references to the GDPR, to provisions within it and to words and phrases with defined meanings in it, shall be deemed references to Replacement National Legislation, the nearest equivalent provisions in it and the nearest equivalent words and phrases in it (as the case may be).

2 Details of Processing

2.1 The Parties agree the following details in relation to the processing of Personal Data under this Contract:

2.1.1 the Personal Data will be processed for the provision of Services as set out in the Contract;

2.1.2 the Personal Data will be processed until this Contract is terminated

2.1.3 the specific processing activities will include collection, organisation, storage, retrieval, communication/disclosure, reporting, storing, analysis, presentation and other such activity which the Customer may request the Supplier to action in order to deliver the Services;

2.1.4 the Personal Data processed concern the following categories of data subjects:

(a) employees or contact persons of the Supplier;

2.1.5 the Personal Data processed concern the following categories of data:

(a) all data pertaining to the decision by the Customer to engage an employee or contact person of the Supplier for an assignment for example:

- (i) personally, identifiable information including full name, date of birth, employment history, professional or educational qualifications, email address, address, telephone number, passport number and next of kin details, time and attendance record;
- (ii) sensitive information;
- (iii) financial information;
- (iv) compliance information required by the Customer for the relevant vacancy.

3 General Obligations

- 3.1 Each Party shall comply with the Data Protection Laws applicable to it in connection with this Contract and shall not cause the other Party to breach any of its obligations under Data Protection Laws.
- 3.2 Each Party will, on request by the other Party, provide any information necessary for each Party to comply with Article 30 of GDPR, to the extent not already known to such Party.
- 3.3 Each Party will promptly on demand provide to the other Party all information which such Party may reasonably require to make the assessments as to the appropriateness of the technical and organisational security measures required by Article 32 of GDPR.
- 3.4 Each Party will provide to the other Party all reasonable cooperation and assistance in responding to any enquiry in relation to such Personal Data which either Party may receive from the Information Commissioner's Office or any other supervisory authority (as defined in the GDPR) of competent jurisdiction.
- 3.5 Where a data subject exercises his or her rights in respect of his or her Personal Data, and the Customer instructs the Supplier to cease or modify its processing of that Personal Data as a result, the Customer acknowledges and agrees that such modification or cessation may result in the Supplier not being able to provide, or being required to suspend provision of, its Services in respect of that data subject.
- 3.6 Each Party:
 - 3.6.1 hereby instructs the other Party to process such Personal Data as reasonably necessary to perform the Services;
 - 3.6.2 will ensure that it has a valid legal basis for the processing of such Personal Data so that the other Party may lawfully process the Personal Data in accordance with this Contract; and
 - 3.6.3 will ensure that the information referred to in paragraphs 1.14 and 1.15 is correct, complete and not misleading, and will update it from time to time as necessary and will indemnify and keep indemnified the other Party against any loss, damage, cost or expense which the other Party may incur as a result of such information not being provided or being incorrect, incomplete or misleading.

4 Data Processing

- 4.1 Where a Party discloses Personal Data (as "**Discloser**") to the other Party or its affiliate (as "**Recipient**"), the Recipient shall, or shall (where relevant) ensure that its sub-contractor shall:
 - 4.1.1 in relation to such Personal Data, act only on the instructions of the Discloser as set out in this Contract or as documented in writing;

- 4.1.2 process such Personal Data only to the extent, and in such manner, as is necessary for the purposes of this Contract;
- 4.1.3 document all processing in accordance with Article 30 of GDPR, taking into account the information that the Discloser has made available to it (including as to the nature of the Personal Data);
- 4.1.4 operate appropriate security procedures, processes and systems to ensure that it complies with the requirements of Article 32 of GDPR, taking into account the information that the Disclosure has made available to it (including as to the nature of the Personal Data);
- 4.1.5 ensure that its staff with access to the Personal Data are under obligations of confidentiality in relation to such Personal Data;
- 4.1.6 not engage any sub-contractor to process the Personal Data, or transfer any Personal Data to a sub-contractor, without the Discloser's prior written authorisation. Where the Recipient does obtain the Discloser's prior written authorisation to engage a sub-contractor, or transfer Personal Data to a sub- contractor, it shall:
 - (a) ensure any such sub-contractor is engaged on a written agreement giving commitments in relation to the processing of such Personal Data no less onerous than set out in this Contract; and
 - (b) remain liable to the Discloser for the acts of any such sub-contractor in relation to such Personal Data;
- 4.1.7 taking into account the nature of the processing and the information that the Discloser has made available to the Recipient, assist the Discloser in ensuring compliance with its obligations pursuant to Articles 32 to 36 of GDPR inclusive;
- 4.1.8 provide reasonable assistance to the Discloser to assist the Discloser to meet a request or complaint made by a data subject in respect of Such Personal Data in order to meet the requirements of Chapter III of the GDPR in respect of data subject rights;
- 4.1.9 inform the Discloser if it believes that it, or the Discloser, has breached any of the Data Protection Laws;
- 4.1.10 delete or return Personal Data (and any copies of Personal Data) unless retention is required by applicable law to the Discloser:
 - (a) on termination of this Contract;
 - (b) without delay where the Recipient is no longer required to process the Personal Data; and
 - (c) upon the Discloser's written request (which shall excuse the Recipient from its obligations to the extent that such request means it is unable to meet them).

The Discloser shall warrant to the Recipient that it has the right to transfer the Personal Data to it for the purposes of processing under this Contract.

5 Non-Competition, Conflicts of Interest and Non-Solicitation

- 5.1 Neither Party shall during the subsistence of the Contract and for 12 (twelve) months thereafter without the other Party's prior written permission, canvass or solicit for direct or indirect employment or proceed with any applications for direct or indirect employment by or on behalf of

any member of personnel who was attached to or has contributed in any way to the purpose ('participating Person'). Neither Party shall procure any third party to do any of the aforementioned acts other than by means of a national advertising campaign open to all-comers and not specifically targeted at the employees or personnel of the other Party. (see also clause 2.5)

- 5.2 The Supplier will not provide services to clients directly introduced by the Customer within the period of 12 months of the last day of services provided by the Supplier unless the client is already an existing customer of the Supplier on the date of commencement of the Contract. An existing customer of the Supplier is deemed as any customer it has provided services to within the last 12 months. Services in this context are defined as Unified Communications, Audio Visual Training and User Adoption.