

Terms and Conditions of Business for the supply of Contract/Temporary Staff

1. Definitions

1.1. In these Terms of Business (“**Terms**”) the following definitions apply:

- “**Assignment**” means the period during which the Contractor is supplied to render certain services to the Client.
- “**AWR**” means the Agency Workers Regulations 2010 (*SI 2010/93*).
- “**Business Day**” means a day other than a Saturday, Sunday or public holiday, when banks in London are open for business.
- “**Client**” means the person, firm or corporate body; together with any subsidiary or holding company of that company and any other subsidiary of a holding company of that company (as defined in the Companies Act 2006); any associated or connected company (as defined in the Income Tax Act 2007 and the Corporation Tax Act 2010); in each case to whom services are provided under these Terms and/or to whom the Contractor is supplied.
- “**Conduct Regulations**” means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (*SI 2003/3319*) (as amended by the Conduct of Employment Agencies and Employment Businesses (Amendment) Regulations 2007 (*SI 2007/3575*) and 2010 (*SI 2010/1782*)).
- “**Contractor**” means the individual or company or other legal entity whose services are supplied by the Employment Business to the Client and who or which (as the case may be) is an agency worker for the purposes of regulation 3 of the AWR.
- “**CV**” means Curriculum Vitae.
- “**Data Protection Legislation**” means (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.
- “**Employment Business**” means Jonathan Lee Contracts Limited, (company number 2796676) whose registered office is The Maltings, Mount Road, Stourbridge, West Midlands, DY8 1HZ.
- “**Engage**” means any engagement, employment or use of the Contractor by the Client or any third party directly or indirectly (whether for a definite or indefinite period) other than via the Employment Business and the terms “**Engaged**” and “**Engagement**” shall be construed accordingly.
- “**GDPR**” General Data Protection Regulation (EU) 2016/679.
- “**Introduction**” means the Client’s interview of a Contractor by whatever means following the Client’s instruction to the Employment Business to search for a Contractor or the passing to the Client of a CV or other information or documentation which identifies the Contractor, and “**Introduced**” and “**Introduce**” shall be construed accordingly.
- “**Introduction Fee**” means the fee payable by the Client in accordance



with clauses 6 and 7 of these Terms and Regulation 10 of the Conduct Regulations.

- **“Parties”** means collectively the Employment Business and the Client and each individually shall be referred to as a **“Party”**.
- **“Unsatisfactory Contractor”** has the meaning given in clause 9.
- **“VAT”** means Value Added Tax.
- **“WTR 1998”** means the Working Time Regulations 1998 (SI 1998/1833).

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. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.5. When providing services pursuant to these Terms, the Employment Business is acting as an employment business pursuant to the Conduct Regulations.

1.6. These Terms shall apply to the supply of both PAYE and limited company Contractors, except in the case of limited company Contractors who have contracted-out of the AWR, in which circumstances the provisions of clause 7 will apply.

2. The Contract

2.1. These Terms set out the agreement between the Employment Business and the Client for the supply of the Contractor’s services by the Employment Business to the Client.

2.2. These Terms are deemed to be accepted by the Client by virtue of its instruction to the Employment Business, request for, interview with, or Engagement of the Contractor.

2.3. When making a request for the provision of a Contractor for an Assignment, the Client will give the Employment Business details of:

2.3.1. the date on which the Client requires the Contractor to commence work and the duration, or likely duration, of the work;

2.3.2. the position which the Client seeks to fill, including the type of work the Contractor in that position would be required to do, the location at which, and the hours during which, the Contractor would be required to work;

2.3.3. any potential health and safety risk (together with the steps taken to prevent or control such risks);

2.3.4. the experience, training, qualifications and any authorisations which the Client considers are necessary, or which are required by law, or by any professional body, for the Contractor to possess in order to work in the position;

2.3.5. the applicable rate of pay payable to the Contractor;

2.3.6. the period of time required to be given by way of notice to terminate the Assignment;

2.3.7. any expenses payable by or to the Contractor;

2.3.8. any information reasonably required by the Employment Business in order to fulfil its obligations under the AWR; and

2.3.9. any other relevant information.

2.4. The Client agrees that the Employment Business may advertise each vacancy by whatever means it sees fit unless

- otherwise agreed in writing between the Parties.
- 2.5. Once the Client has requested supply of a Contractor from the Employment Business, the Employment Business shall use its reasonable endeavours to meet that request but shall be under no obligation to do so.
- 2.6. Upon the Employment Business providing details of a potential Contractor:
- 2.6.1. it will notify the Employment Business within 5 Business Days whether or not the potential Contractor is suitable; and
- 2.6.2. the Employment Business' application will be given priority over any duplicated applications submitted by or on behalf of the same potential Contractor. Should the Client receive a duplicated application, the Client shall not Engage that potential applicant outside of these Terms without the written permission of the Employment Business.
- 2.7. Prior to the commencement of the Assignment, the Employment Business shall send the Client written confirmation of:
- 2.7.1. the identity of the Contractor;
- 2.7.2. the Contractor's experience, training, qualifications and authorisations necessary for the Assignment;
- 2.7.3. the Contractor's willingness to carry out the Assignment;
- 2.7.4. the hourly rate charged by the Employment Business; and
- 2.7.5. the intervals at which invoices shall be rendered by the Employment Business and sent to the Client.
- 2.8. The Employment Business shall take reasonable steps to ensure that the Contractor is suitable for the Assignment. However, where a Contractor is required by law or any professional body to have any qualifications, authorisations, or certification to work on the Assignment or the Assignment involves working with vulnerable persons, the Client will be responsible for obtaining copies of any relevant qualifications, authorisations, references or other information as necessary.
- 2.9. If the Client receives an allegation that there has been a breach of the AWR in relation to the supply of a Contractor to the Client by the Employment Business (whether that allegation has been made as a request for information under regulation 16 of the AWR or otherwise), it shall provide a copy of that allegation to the Employment Business within 7 days of receipt. The Parties shall co-operate with each other in responding to that allegation, which shall include supplying any information which may be reasonably requested by the other Party, and complying with any reasonable requests in relation to the contents of any response.

3. Charges

- 3.1. The Client will pay the Employment Business' charges as notified prior to the commencement of the Assignment in accordance with clause 2.7.
- 3.2. The charges may be varied at any time during the Assignment by agreement.
- 3.3. The charges are calculated according to the number of hours worked by the Contractor (to the nearest quarter hour) and are comprised of the Contractor's pay and holiday pay, the Employment Business' commission, Employer's National Insurance Contributions and any travel, hotel or other expenses as agreed with the Client.

- 3.4. Where applicable, the Employment Business shall charge VAT on its charges to the Client at the prevailing rate.
- 3.5. Other than as may be required by law, the charges are to be paid without deductions.
- 3.6. The charges are invoiced to the Client at such intervals as notified by the Employment Business to the Client prior to the commencement of the Assignment in accordance with clause 2.7.
- 3.7. The Employment Business may vary the intervals at which it renders and sends invoices to the Client at any time during an Assignment where it is reasonably necessary for it to do so.
- 3.8. Invoices are payable by the Client in accordance with the credit terms stated on the applicable invoice.
- 3.9. If the Client fails to make a payment due to the Employment Business under these Terms by the due date, then the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at a fixed rate of 5% a year above the Royal Bank of Scotland's base rate from time to time, or at a fixed rate of 5% a year for any period during which that base rate is below 0%.

4. Time Sheets

- 4.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less) the Client shall sign the Contractor's time sheet verifying the number of hours worked by the Contractor during that week (or that Assignment if it concludes within a period of one week or less).
- 4.2. If the Client refuses to sign a timesheet produced for verification by the Contractor because it disputes the

hours claimed, the Client shall inform the Employment Business as soon as is reasonably practicable and shall cooperate fully and in a timely fashion with the Employment Business to establish the hours that were worked by the Contractor.

- 4.3. The Agency shall be paid by the Client upon receipt of a timesheet (or other relevant evidence of the hours worked) signed by the Client which timesheet shall be deemed conclusive evidence (except in the case of manifest error) that: -
- 4.3.1. the Contractor has worked the hours stated;
- 4.3.2. the Client is satisfied with the work carried out by the Contractor;
- 4.3.3. the Client agrees to and accepts these Terms; and
- 4.3.4. the Client will pay the charges in accordance with these Terms in full and without set-off or deduction.
- 4.4. Failure by the Client to sign the Contractor's timesheet in accordance with clause 4.1 does not release the Client from its obligations to pay the charges of the Employment Business in accordance with clause 3.

5. Remuneration

- 5.1. The Employment Business assumes responsibility for payment of the Contractor's remuneration and where appropriate, the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Contractor.

6. Introduction Fees

- 6.1. The Client will pay to the Employment Business an Introduction Fee in accordance with the accompanying schedule of fees on:
- 6.1.1. the direct Engagement by a Client of a Contractor Introduced by the Employment Business;



- 6.1.2. the Introduction by the Client of a Contractor to any third party resulting in an Engagement (or, where applicable, if the Contractor has become incorporated under a limited company, the Engagement of that limited company); or
- 6.1.3. the Client Engaging a Contractor previously supplied by the Employment Business through another third party employment business, provided that the Engagement takes place within the Relevant Period.
- 6.2. For the purposes of this clause 6, the Relevant Period shall mean:
- 6.2.1. if there was no Assignment, within 6 months of the Introduction of the Contractor by the Employment Business to the Client;
- 6.2.2. or if there was an Assignment the Relevant Period shall be the later of:
- 6.2.2.1. 8 weeks commencing on the day that the Contractor last performed services for the Client pursuant to the Assignment; and
- 6.2.2.2. 14 weeks commencing on the first day that the Contractor first provided services to the Client pursuant to an Assignment.
- 6.3. In the case of the direct Engagement by the Client, the Client may, instead of paying the Introduction Fee, elect to extend the period of hire of the Contractor from the Employment Business by the Extended Period (defined in clause 6.6) after which time the Contractor shall be eligible to be Engaged directly by the Client, or through another agency, without payment of the Introduction Fee.
- 6.4. Where the Client elects to extend the period of hire, the Client must give the Employment Business 7 days' notice in writing of its intention to do so.
- 6.5. Where the Client fails to give such notice and directly Engages the Contractor, the Introduction Fee will become payable in accordance with clause 6.1.
- 6.6. For the purposes of this clause 6, the Extended Period shall mean 26 weeks or such other period as is agreed in writing between the Employment Business and the Client.
- 6.7. Where the Client fails to inform the Employment Business within 14 days of the commencement of the Engagement of the annual remuneration of the Contractor, the Introduction Fee will be calculated by multiplying the hourly charge of the Employment Business for the Contractor's services by 250.
- 6.8. The Employment Business will not refund Introduction Fees in any circumstances, including where the Engagement subsequently terminates.
- 6.9. VAT is payable on the Introduction Fees.
- 7. Introduction Fees for Limited Company Contractors who have contracted out of AWR**
- 7.1. The direct Engagement by a Client of a Contractor Introduced by the Employment Business, or the Introduction by the Client of a Contractor to any third party resulting in an Engagement (or, where applicable, if the Contractor has become incorporated under a Limited Company, the Engagement of that Limited Company) or the Client Engaging a Contractor previously supplied by the Employment Business through another third party employment business renders the Client subject to the payment of an Introduction Fee calculated in

accordance with the accompanying schedule of fees for permanent Introductions, provided that the Engagement takes place within the Relevant Period (as defined at clause 6.2).

7.2. Where the Client fails to inform the Employment Business within 14 days of the commencement of the Engagement of the annual remuneration of the Contractor, the Introduction Fee will be calculated by multiplying the hourly charge of the Employment Business for the Contractor's services by 250. No refund of the Introduction Fee will be paid in the event that the Engagement subsequently terminates.

7.3. The Employment Business will not refund Introduction Fees in any circumstances.

7.4. VAT is payable on the Introduction Fees.

8. Liability

8.1. Whilst the Employment Business will use reasonable endeavours to ensure reasonable standards of competence, integrity and reliability from Contractors, it shall (subject to clause 8.2 below) not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with:

8.1.1. the Employment Business seeking a Contractor for the Client;

8.1.2. the Introduction to or Engagement of a Contractor by the Client;

8.1.3. the failure of the Employment Business to Introduce a Contractor;

8.1.4. any failure to provide a Contractor for all or part of a period of booking; or

8.1.5. for the negligence, dishonesty, misconduct or lack of skill of the Contractor.

8.2. For the avoidance of doubt, the Employment Business does not seek to exclude liability for fraud, death or personal injury arising from its own negligence, or any other matter which it is unlawful to exclude or restrict its liability.

8.3. Subject to clause 8.2, the Employment Business shall not have any liability to the Client in any circumstances for any loss of profit, loss of goodwill, contract or reputation, pure economic loss, failure to make anticipated savings or for any indirect or consequential loss.

8.4. Contractors are Engaged by the Employment Business under contracts for services. Contractors are not employed by the Employment Business and are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and thereafter for the duration of the Assignment.

8.5. The Client will comply in all respects with all applicable laws including, without limitation, the WTR 1998 and any health and safety legislation and all other codes of practice and requirements by which the Client is ordinarily bound in respect of its own employees (excluding the matters specifically mentioned in clause 5), including, without limitation, the provision of adequate employer's and public liability Insurance cover for the Contractor during all Assignments.

8.6. The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Contractor and shall carry out health and safety and other necessary risk assessments relevant to the Assignment.

8.7. The Client will assist the Employment Business in complying with its duties

under the WTR 1998 by supplying any relevant information about the Assignment requested by the Employment Business and the Client will not do anything to cause the Employment Business to be in breach of its obligations under the WTR 1998.

- 8.8. Where the Client requires or may require the services of a Contractor for more than 48 hours in any week, the Client must notify the Employment Business of this requirement before the commencement of that week.
- 8.9. The Client shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with clause 8.4 and 8.6 as a result of any breach of these Terms by the Client.
- 8.10. The Client shall comply with its obligations under the AWR, including but not limited to providing Contractors with access to collective facilities, amenities and employment opportunities subject to and in accordance with regulations 12 and 14 of the AWR.
- 8.11. The Client shall not request the Employment Business to supply any Contractor to perform duties normally undertaken by staff who are participating in an official strike or other industrial action or to undertake duties normally undertaken by someone who has been transferred by the Client to cover the duties of a person participating in an official strike or other industrial action.
- 8.12. The Client warrants that it is not aware of any reason why it would be detrimental to the interests of the Contractor or the Employment Business for any Contractor to undertake any Assignment and that it will notify the

Employment Business immediately if it becomes aware of any such reason.

- 8.13. Where a Contractor is seconded outside the United Kingdom for a period of 5 days or more, the Client must obtain written consent from the Employment Business prior to the secondment taking place. If such consent is not obtained, the Client will become liable for any losses suffered by either the Employment Business or the Contractor including, without limitation, any losses relating to tax, whether directly or indirectly referable to the secondment, imposed by any body or person, statutory or local governmental authority in which the secondment is treated as having taken place.
- 8.14. Subject to clause 8.2 above, the maximum liability of each Party to the other in respect of any Assignment (whether arising in contract, tort, restitution or otherwise) shall be limited to 120% of the fees payable in respect of such Assignment.
- 9. Unsatisfactory Contractors**
- 9.1. If the Client decides that a Contractor is unsuitable to perform the Assignment ("**Unsatisfactory Contractor**"), then the Client shall notify the Employment Business in writing of that fact giving the grounds for its dissatisfaction with the Unsatisfactory Contractor.
- 9.2. The Client shall notify the Employment Business as soon as reasonably possible and without delay if the Contractor fails to attend work or notifies the Client that he is unable to attend work for any reason.
- 9.3. The Employment Business shall notify the Client if it becomes aware of any matter which indicates that a Contractor supplied to the Client is unsuitable for the Assignment or is inconsistent with any information

previously provided including where a Contractor ceases to have a right to work in the United Kingdom.

9.4. The Client shall co-operate with the Employment Business and give the Employment Business such information and/or materials (including, without limitation, the production of relevant documents and the attendance of witnesses) as the Employment Business may reasonably request in any internal disciplinary proceedings, employment tribunal proceedings or other legal proceedings which relate to the Contractors' performance or conduct.

10. Termination

10.1. The Employment Business or the Contractor may terminate an Assignment at any time without prior notice and without liability. However, the Client will remain liable for the Employment Business' charges accrued up to and including the date of termination in accordance with these Terms.

10.2. The Client may terminate the Assignment by giving notice to the Employment Business in accordance with clause 2.3.6.

10.3. Without affecting any other right or remedy available to it, either Party may terminate these Terms with immediate effect if:

10.3.1. the other Party commits a material breach of any of these Terms and (if such a breach is remediable) fails to remedy that breach within 14 days of receipt of notice in writing to do so;

10.3.2. the other Party repeatedly breaches any of these Terms 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 performance of its obligations under these Terms;

10.3.3. the other Party shall become insolvent or cease to trade or compound with its creditors;

10.3.4. a receiver or administrative receiver is appointed in respect of any of the assets of the other Party;

10.3.5. a petition or an administration order is presented or such an order is made in relation to the other Party;

10.3.6. a resolution or petition or order to wind up the other Party is passed or presented or made or a liquidator is appointed in respect of the other Party (otherwise than for reconstruction or amalgamation).

11. Data Protection

11.1. In this clause 11 the following definitions will have the meanings given to them under the Data Protection Legislation: "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Data Subject", "processing" and "process".

11.2. Both Parties will comply with all applicable requirements of the Data Protection Legislation and will ensure that they have all necessary consents and notices in place to enable lawful transfer of Personal Data to the other Party for the duration and purposes of these Terms.

11.3. The Parties acknowledge that for the purposes of the Data Protection Legislation:

11.3.1. the Client is the Data Controller and the Employment Business is the Data Processor of the Client's Personal Data; and

11.3.2. both the Employment Business and the Client are Data Controllers of any Contractor Personal Data.



- 11.4. Each Party shall, in relation to any Personal Data processed in connection with these Terms:
- 11.4.1. process that Personal Data only to the extent required to enable it to comply with its obligations under these Terms, or otherwise in accordance with (i) the written instructions of the other Party (when acting as a Data Processor) or (ii) applicable laws which otherwise enable it to process Personal Data;
 - 11.4.2. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;
 - 11.4.3. not transfer any Personal Data outside of the European Economic Area (other than in accordance with clauses 11.5 and 11.6 below) unless the prior written consent of the other Party has been obtained and appropriate safeguards and an adequate level of protection of any Personal Data transferred have been reasonably ensured;
 - 11.4.4. assist the other Party, at the other Party's cost, in (i) responding to any request from a Data Subject and (ii) ensuring compliance with its obligations under the Data Protection Legislation;
 - 11.4.5. notify the other Party without undue delay on becoming aware of a Personal Data breach affecting the other Party; and
 - 11.4.6. at the written direction of the other Party (when acting as a Data Processor), delete or return Personal Data and copies thereof to the other Party on termination
- of these Terms unless required by applicable law to store the Personal Data.
- 11.5. The Client agrees that the Employment Business may process Personal Data using digital recruitment systems, software and programs via its own IT systems and/or using third party programs and software.
 - 11.6. The Client acknowledges and agrees that the Employment Business may:
 - 11.6.1. engage third party IT system providers as sub-processors in the provision of its digital recruitment systems, software and programmes; and
 - 11.6.2. engage other third-party sub-processors as required in connection with the processing of Personal Data within the sphere of these Terms.
 - 11.7. The Employment Business confirms that it has entered or (as the case may be) will enter with any third-party sub-processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 11. The Employment Business will regularly monitor the performance of its subcontractors and will remain fully liable for all acts or omissions of any third-party sub-processor appointed pursuant to this clause 11.
 - 11.8. The Employment Business shall make available to the Client its current list of sub-processors engaged upon request, which will include the identities of those sub-processors and their country of location. In case of any additions or changes to the current list, the Employment Business will notify the Client in writing. If the Client has a reasonable basis to object to the Employment Business' use of a new

sub-processor, the Client shall notify the Employment Business promptly in writing within 15 Business Days after receipt of the Employment Business' notice.

12. Confidentiality

12.1. Each Party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party (or of any member of the group of companies to which the other Party belongs), except as permitted by clause 12.2.

12.2. Each Party may disclose the other Party's confidential information:

12.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Party's obligations under these Terms. 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 12;

12.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3. Neither Party shall use the other Party's confidential information for any purpose other than to perform its obligations under or in connection with these Terms.

13. Notices

13.1. With the exception of notices given by the Client pursuant to clause 9.1, which may be given by telephone, any notice or other communication given to a Party under or in connection with these Terms shall be in writing and shall be:

13.1.1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

13.1.2. sent by email to consult@jonlee.co.uk.

13.2. Any notice or communication shall be deemed to have been received:

13.2.1. if delivered by hand, on signature of a delivery receipt;

13.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

13.2.3. if sent by email, at 9.00 am on the next Business Day after transmission.

13.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14. Non-Solicitation

14.1. The Client shall not, either on its own account or in partnership or association with any person, firm, company or organisation, or otherwise and whether directly or indirectly during, or for a period of six months from, the end of these Term, solicit or entice away or attempt to entice away or authorise the taking of such action by any other person, any key executive of the Employment Business who has worked on the services provided under these Terms at any time during the term of these Terms other than by means of a national advertising campaign open to all-comers and not specifically targeted at such executives of the Employment Business.

15. Dispute Resolution

- 15.1. If any dispute arises in connection with these Terms, the Parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure.
- 15.2. Unless otherwise agreed between the Parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR.
- 15.3. To initiate the mediation a Party must give notice in writing (“**ADR Notice**”) to the other Party to the dispute, referring the dispute to mediation. A copy of the referral should be sent to CEDR.
- 15.4. Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR Notice. Neither Party may commence any court proceedings in relation to any dispute arising out of these Terms until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other Party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

16. Announcements

- 16.1. Neither Party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or these Terms, the wider transactions contemplated by it, or the relationship between the Parties, without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities

exchange), any court or other authority of competent jurisdiction.

17. Miscellaneous

- 17.1. **Severance.** In the event that any term, condition, provision or clause of these Terms shall be nullified or made void by any statute, regulation or order or by the decisions or order of any court having jurisdiction, the remaining terms, conditions, provisions and clauses shall remain in full force and effect.
- 17.2. **Force Majeure.** Neither Party shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms, including payment, if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 6 weeks, the Party not affected may terminate these Terms by giving 15 Business Days' written notice to the affected Party.
- 17.3. **Variation.** No variation of these Terms shall be effective unless it is in writing and signed by the Parties.
- 17.4. **Entire Agreement.** These Terms constitute the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party acknowledges that in entering into these Terms it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made

innocently or negligently) that is not set out in these Terms.

17.5. Assignment and Other Dealings.

Neither Party shall assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights and obligations under these Terms without the prior written consent of the other Party (not to be unreasonably withheld or delayed).

17.6. No Partnership or Agency.

Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of the other Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party. Each Party confirms that it is acting on its own behalf and not for the benefit of any other person.

17.7. Governing Law & Jurisdiction.

These Terms are governed by the Law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.