

## 1. INTERPRETATION

- 1.1 Definitions. In these Terms & Conditions, the following definitions apply:
- Affiliates** means any company, enterprise, corporation or business entity which controls, is controlled by, or is under common control with the Customer. For this purpose, "control" shall mean the possession, directly or indirectly of the power to direct or cause the direction of the management and policies of an entity (other than a natural person), whether through holding a majority of the voting rights of that entity, by contract or otherwise.
- Brexit** means the UK ceasing to be a member state of the European Union regardless of which countries comprise the UK at such date.
- Business Day** means a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.
- Change in Law** means a change in the law or a new requirement to comply with any existing law or existing law ceasing to apply to a party. For these purposes, law means any legal provision a party must comply with including any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, enforceable EU right within the meaning of section 2 of the European Communities Act 1972, bye-law, regulation, order, mandatory guidance or code of practice, judgment of a court of law, or requirement of any regulatory body, whether in the UK or elsewhere.
- Charges** means the charges payable by the Customer for the supply of the Services in accordance with clause 6 and specified in the Order.
- Commencement Date** has the meaning set out in clause 2.2.
- Contract** means the contract between the Customer and the Supplier for the supply of Services in accordance with these Terms & Conditions and i) the Order; ii) Services Agreement; or iii) any other agreement between the Customer and the Supplier which refers to these Terms and Conditions.
- Customer** means Thornton & Ross Limited, a company registered in England and Wales (Registered Number 00185947) whose registered office is Linthwaite Labs, Linthwaite, Huddersfield, HD7 5HQ
- Customer Materials** has the meaning set out in clause 3.3(i).
- Deliverables** means all documents, products and materials developed, produced, published, recorded, transmitted or disseminated either by the Supplier or its agents, contractors and employees or as part of or in relation to the Services in any form or media, including without limitation results, processes, analyses, studies, trials, drawings, plans, diagrams, designs, pictures, computer programs, data, specifications, reports and recordings (including drafts of the aforesaid).
- Intellectual Property Rights** means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information, know-how (meaning all technical and other information that is not in the public domain, including information relating to concepts, discoveries, data, designs, formulae, procedures, ideas, inventions, methods, models, designs for experiments and tests and results of experiments and tests, processes, specifications and techniques, laboratory reports, clinical data, manufacturing data) and trade secrets and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- Mandatory Policies** means the Customer's Code of Conduct (a copy of which is available on request) and any and all such other policies that may be specified by the Customer.
- Order** means the Customer's Order for the supply of Services, as set out in the Customer's letter of engagement, in the Customer's written acceptance of the Supplier's quotation or purchase order form, as the case may be.
- Services** means the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Order.
- Specification** means the description or specification for Services agreed in writing between the Supplier and the Customer.
- Supplier** means the person or firm from whom the Customer purchases the Services.
- Terms & Conditions** means these terms and conditions as amended from time to time in accordance with clause 15.8.
- 1.2 Construction. In these Conditions, the following rules apply:
- a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
  - a reference to a party includes its personal representatives, successors or permitted assigns;
  - a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
  - any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
  - a reference to **writing** or **written** includes faxes and e-mails.
- ## 2. BASIS OF CONTRACT
- 2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Terms & Conditions which is open for 30 days from the date of issuance of the Order by the Customer, after which such offer shall lapse, if not accepted in accordance with clause 2.2 below.
- 2.2 The Order shall be deemed to be accepted on the earlier of:
- the Supplier issuing written acceptance of the Order; or
  - any act by the Supplier consistent with fulfilling the Order,
- at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 These Terms & Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are or may be implied by trade, custom, practice or course of dealing.
- 2.4 The parties declare that it is their intention that the Supplier as an independent professional, the Supplier will not require or be subject to supervision direction or control as to its daily activities or the manner of performance thereof, and itself accepts the responsibility for the proper provision of Services. The Supplier shall not be entitled to any pension, bonus or other fringe benefits from the Customer and it is agreed that the Supplier shall be responsible for all Income Tax liabilities and National Insurance or similar social security contributions anywhere in the world in respect of all amounts paid by the Customer under this Agreement and the Supplier agrees to indemnify the Customer (and keep it indemnified) against all demands for National Insurance contributions and any Income Tax or similar social security contributions anywhere in the world, penalties and interest in respect of the Supplier's services hereunder and against its costs of dealing with such demands and any other claims arising out of the Supplier being found to be an employee of the Customer. The Supplier undertakes to ensure that it and any subcontractors, agents or employees (as applicable) shall not hold themselves out as employees of the Customer.
- ## 3. SUPPLY OF SERVICES
- 3.1 The Supplier shall from the Commencement Date and for the duration of this Contract provide the Services to the Customer in accordance with the terms of the Contract.
- 3.2 The Supplier shall meet any performance dates for the Services specified in the Contract or notified in writing to the Supplier by the Customer.
- 3.3 In providing the Services, the Supplier shall:
- co-operate with the Customer in all matters relating to the Services, and comply with all reasonable instructions of the Customer and the Mandatory Policies.
  - perform the Services with the best care, skill and diligence in accordance with best practice and the highest technical, medical and/or scientific standards (as applicable) in the Supplier's industry, profession or trade;
  - ensure that the Deliverables will be free from defects in workmanship, design or content;
  - devote such of its time, attention and skill as may be necessary for the proper discharge of the Supplier's duties;
  - ensure that the Services and Deliverables will conform with all specifications and descriptions set out in the Order, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Customer;
  - keep the Customer informed of progress on any project on which the Supplier is engaged and produce written reports on the same from time to time when so requested by the Customer;
  - if applicable, provide all equipment, tools and vehicles and such other items as are required to provide the Services;
  - observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;
  - hold all samples, materials, confidential information, minutes, marketing materials, advertising content, website content, copyrights, records, drawings, specifications and data supplied by the Customer or third parties in connection with the provision of the Services to the Supplier (**the Customer Materials**) strictly confidential, in safe custody at its own risk, maintain the Customer Materials in good condition and/or keep the same secure until returned to the Customer, and not dispose, destroy or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation;
  - not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, or which may cause the Customer to be publicly censured or criticised, have to issue any corrective statement, fall otherwise to be in breach of any applicable laws or result in the Customer being suspended or expelled from the ABPI (to the extent required by law) and the Supplier acknowledges that the Customer may rely or act on the Services.

- 3.4 During the provision of the Services, the Supplier may accept and perform engagements from other companies, firms or persons which do not impinge upon its ability to provide the Services at such times and in such manner as may (in the reasonable opinion of the Customer) be convenient to the Customer, provided that the Supplier shall not undertake any activities which directly or indirectly conflict or compete with the Services without the prior written consent of the Customer. The Supplier shall immediately disclose to the Customer any actual or potential conflict of interest which arises and which should reasonably be known to it in relation to the provision of the Services as a result of any present or future appointment, employment or other interest of the Supplier.
- 3.5 The Supplier has the right of substitution for a suitably qualified alternative contractor during the term of the Contract, subject to the Customer's consent (not to be unreasonably withheld).
- 3.6 The Supplier warrants that the provision of the Services will not constitute a breach by the Supplier of any contract to which it is a party or breach any duty or obligation owed by either party and that the Supplier shall register for Value Added Tax if and when required by law.
- 3.7 The Supplier shall (or shall procure that its agents, contractors or employees) declare that it is engaged as a consultant of the Customer wherever it is required to do so under applicable law, or whenever requested to do so by the Customer, including where the Services to be provided by the Supplier involve (whether in whole or in part) writing or speaking in public.
- ## 4. THE CUSTOMER REMEDIES
- 4.1 If the Supplier fails to perform the Services by the applicable dates and/or that do not comply with the requirements of clause 3.3(e), the Customer shall, without limiting any other rights or remedies it may have at law or under this Contract, have one or more of the following rights:
- to terminate the Contract with immediate effect by giving written notice to the Supplier (subject however to giving Supplier a fourteen day period to cure the breach);
  - to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
  - where the Customer has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; and/or
  - to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way directly attributable to the Supplier's failure to meet such dates.
- 4.2 These Terms & Conditions shall extend to any substituted or remedial services provided by the Supplier.
- 4.3 the Customer's rights under this Contract are in addition to its rights and remedies implied by statute and common law.
- ## 5. THE CUSTOMER'S OBLIGATIONS
- 5.1 The Customer shall provide:
- to the extent required, the Supplier with reasonable access at reasonable times to the Customer's premises for the purpose of providing the Services;
  - such information to the Supplier as the Supplier may reasonably request and the Customer considers reasonably necessary for the purpose of providing the Services.
  - such other assistance as the Parties mutually agree in writing is necessary for the timely provision of the Services.
- ## 6. CHARGES AND PAYMENT
- 6.1 The Charges for the Services shall be set out in the Contract and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. The Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services. No expense or cost may be charged by the Supplier unless pre-agreed in writing by the Customer. For clarity, any change Order and related fees therefor must be pre-agreed in writing.
- 6.2 The Supplier shall invoice the Customer throughout the performance of the Services. Each invoice shall be accompanied by a sufficiently detailed breakdown of the matters being invoiced (including, if applicable, the details of time taken to perform the Services per individual) and shall include such supporting information required by the Customer to verify the accuracy of the invoice including the purchase order number, as set forth in this Clause 6.
- 6.3 Where the Services are provided on a time and materials basis:
- the Charges payable for the Services shall be calculated in accordance with the Supplier's rates as set forth in the Contract and shall be fixed for the duration of the Contract;
  - the Supplier shall ensure that complete time sheets recording the time spent on the Services (including a breakdown of the relevant matters worked on) are prepared on a daily basis and shall promptly forward a copy of each daily timesheet to the Customer for its approval prior to invoicing the Charges under this Clause 6.
- 6.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the invoiced amounts within forty-five (45) days of the date of a correctly rendered invoice to a bank account in the UK nominated in writing by the Supplier. If the Customer reasonably disputes any amounts invoiced by the Supplier, the Customer shall, within thirty (30) Business days of the date of the invoice, notify the Supplier of any amounts disputed. The Customer may withhold payment of the disputed amount and the Parties shall meet in good faith to resolve the disputed charges.
- 6.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 6.6 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and shall allow the Customer to inspect such records at all reasonable times on request.
- 6.7 The Customer may, without limiting its other rights or remedies, set off any amount owed to it by the Supplier (howsoever arising) against any amount payable by the Customer to the Supplier under the Contract.
- 6.8 Notwithstanding any other provision of the Contract (including these Terms & Conditions), the Customer shall be entitled to withhold payment to the Supplier in respect of any amount that the Customer (acting reasonably at all times) determines would constitute a breach of the Customer's regulatory obligations with respect to the Charges for the Services, until agreement is otherwise reached between the Parties on how to resolve such breach (if resolvable).
- 6.9 The Supplier warrants that the Charges are comparable to, or better than, the charges offered by the Supplier to any of its commercial customers of equal or lesser size in the country covered by the Contract for comparable services.
- ## 7. INTELLECTUAL PROPERTY RIGHTS
- 7.1 In respect of any goods or services that are transferred to the Customer under this Contract, including the Deliverables or any part of them upon payment of all fees due, the Supplier warrants that (i) it has full clear and unencumbered title to all such items (including any foreground Intellectual Property Rights assigned to the Customer hereunder), and that at the date of delivery of such items to the Customer, it will have full and unrestricted rights to transfer all such items to the Customer; and (ii) that any works or documents (including any Deliverables) created by the Supplier at the request of the Customer or in its provision of the Services in accordance with this Agreement will not infringe any Intellectual Property Rights of any third party whatsoever.
- 7.2 The Supplier also agrees that Intellectual Property Rights in all processes, documents, reports, recordings and any other material or work (including any Deliverable) capable of being subject to Intellectual Property Rights produced or created by (i) the Supplier at the request of the Customer or (ii) in the provision of, or in connection with the Services in accordance with the Contract (including any derivative works based on the aforesaid) shall vest absolutely in, and be owned exclusively by, the Customer (or as it directs) upon payment of all fees due.
- 7.3 If any background Intellectual Property Rights belonging to the Supplier are used in the provisions of the Services, the Supplier shall grant to the Customer a worldwide, royalty free, perpetual, transferable, non-exclusive license thereto (with adaptation rights and the right to grant sub-licenses). In relation to any foreground Intellectual Property Rights generated in the performance of the Services (which for clarity include all rights in and to the Deliverables), these shall belong to the Customer absolutely. Subject always to payment in full of any monies owing to the Supplier in relation to the relevant Deliverable, the Supplier hereby assigns to the Customer throughout the continuance of the Contract and at all times thereafter, with full title guarantee and free from all third party rights, all foreground Intellectual Property Rights in the products of the Services and any material or works howsoever generated in the carrying out of the Services, including for the avoidance of doubt the Deliverables in consideration of payment of the Charges.
- 7.4 If any third party intellectual property licenses are required for use in connection with the aforesaid, the Supplier shall use its all reasonable endeavours to obtain on behalf of the Customer a worldwide, royalty free, perpetual and transferable non-exclusive license thereto (with adaptation rights and the right to grant sub-licenses). If the Supplier is unable to obtain such third party licenses on the aforesaid terms, it shall give notice of the same to the Customer and shall not proceed to purchase or license the same for use in the Services without the Customer's prior written approval. For clarity, the Customer shall not be required to pay for any part of the Services which are dependent on third party rights which have not been licensed to the Customer as aforesaid.

- 7.5 Without prejudice to any other right available at law to the Customer, the Supplier shall indemnify and keep the Customer indemnified in respect of any third party claim brought against the Customer as a result of any breach of the aforesaid provisions of this Clause 7.
- 7.6 The Supplier upon payment of all fees due shall waive (or obtain waivers of) all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 7.7 The Supplier shall, promptly at the Customer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Customer may from time to time require for the purpose of securing for the Customer the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to or vesting in the Customer in accordance with this clause 7.7.
- 7.8 All the Customer Materials are the exclusive property of the Customer or its Affiliates (as the case requires).
- 7.9 Without prejudice to any other term of the Contract, if the Services wholly or partly relate to the presentation of the Deliverables or any other material or content at any congress of symposium and/or speaking or chairing any panel thereat, the following additional terms shall apply:
- The Supplier irrevocably agrees (and shall procure the irrevocable consent of the relevant speaker or panel chair) to the recording, publishing, transmission and/or publication of any part of the Services (including any Deliverable) by or on behalf of any events or congress organiser and/or the Customer (as the case may be);
  - The Customer shall have a perpetual, royalty free, assignable licence to use, redact, summarise, edit, translate, publish, republish, transmit, disseminate, market and/or commercially exploit in any manner whatsoever any such materials or content and/or any derivative works or materials based on any of the aforesaid (including for the avoidance of doubt any recording as contemplated in clause 7.9(a)) on a worldwide basis and through any medium;
  - The Supplier irrevocably consents (or shall procure the irrevocable consent of any relevant speaker or panel chair) to the use of the Supplier (or the speaker's or panel chair's) name, photograph and any other "personal data" or "sensitive personal data" (as each expression is defined in clause 8) in association with any works or materials (including derivative materials) dealt with in accordance with clause 7.9(b).
- 8. DATA PROTECTION**
- 8.1 In this clause, **Data Protection Legislation** means the General Data Protection Regulation (EU) 2016/679 (**GDPR**) and the Data Protection Act 2018 (**DPA**) and any other relevant national implementing laws, regulations and secondary legislation, as amended or updated from time to time, and any successor legislation to the GDPR or the DPA.
- 8.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 8.3 If the Services require the Supplier to process personal data on behalf of the Customer, the following provisions shall apply:
- The Customer is the data controller and the Supplier is the data processor.
  - The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier.
  - The Supplier shall, at its own expense:
    - process that personal data only on the written instructions of the Customer unless the Supplier is required by law to process personal data ("Applicable Data Processing Laws"). Where the Supplier is relying on applicable law as the basis for processing personal data, the Supplier shall promptly notify the Customer of this before performing the processing in question;
    - 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;
    - ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
    - not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained, there are appropriate safeguards in relation to the transfer and the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
    - assist the Customer in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation;
    - notify the Customer without undue delay and in any event within 24 hours of becoming aware of a personal data breach;
    - notify the Customer without undue delay and in any event within 24 hours of receiving any complaint, notice or communication which relates directly or indirectly to the processing of the personal data under the Contract or to either party's compliance with Data Protection Legislation and provide such co-operation, assistance and information as the Customer may reasonably require of the Supplier;
    - at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the Contract unless required by Applicable Data Processing Law to store the personal data;
    - maintain complete and accurate records and information to demonstrate its compliance with this Contract and allow for audits by the Customer or the Customer's designated auditor;
    - indemnify the Customer against any loss or damage suffered by the Customer in relation to any breach by the Supplier of its obligations under this clause; and
    - not engage any processor to process data (or otherwise sub-contract or outsource the processing of any data to a third party) without the prior written consent of the Customer. Where the Customer authorises the Supplier to appoint a sub-processor, such authorisation is conditional on the Supplier:
      - entering into a written contract with the sub-processor that:
        - is on the same or similar terms as those set out in the Contract (in so far as the same relates to data protection);
        - provides sufficient guarantees to implement appropriate technical and organisation measures in compliance with the Data Protection Legislation; and
        - terminates automatically on termination or expiry of the Contract for any reason; and
      - remaining liable for all acts or omissions of the sub-processors as if they were acts or omissions of the Supplier.
- 9. INDEMNITY & LIABILITY**
- 9.1 The Supplier shall keep the Customer indemnified against costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Customer as a result of or in connection with:
- any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and
  - any claim brought against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services.
- 9.2 Without limiting clauses 7.3 or 9.1, the Supplier's liability shall be limited to the higher of (a) £1,000,000, and (b) twice the total sums payable under the Contract. Nothing in this Contract shall limit or exclude the Supplier's liability for death or personal injury caused by the Supplier's negligence or for fraud or fraudulent misrepresentation.
- 9.3 The Customer's liability to the Supplier shall be limited to the total sums payable under the Contract.
- 9.4 The Customer expressly excludes any and all liability to the Supplier for consequential loss or damage, loss of profit, business, revenue, goodwill or anticipated savings. Nothing in this Contract shall limit or exclude the Customer's liability for death or personal injury caused by the Customer's negligence or for fraud or fraudulent misrepresentation.
- 9.5 For the duration of the Contract and for a period of twelve (12) months thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 9.6 This clause 9 shall survive termination of the Contract.
- 10. CONFIDENTIALITY**
- 10.1 The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives and any the Customer Materials which are of a confidential nature and have been disclosed to, or otherwise obtained by, the Supplier by the Customer and/or its Affiliates, their respective employees, agents or subcontractors, and any other confidential information concerning the Customer or its Affiliates' business or their respective products or services which the Supplier may obtain. The Supplier shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Supplier's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Supplier. This clause 10 shall survive termination of the Contract, for a period of five (5) years.
- 10.2 Notwithstanding Clause 10.1, the Customer shall be entitled (to the extent required by applicable law or regulatory requirements) to make all such disclosures that it reasonably considers necessary, including with respect to the existence and nature of a Contract and the amounts paid to the Supplier under the Contract.
- 11. TERMINATION**
- 11.1 Without limiting its other rights or remedies, each Party may terminate the Contract with immediate effect by giving written notice to the other Party if:
- the other Party commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 20 Business Days of receipt of notice in writing of the breach;
  - the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
  - the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of the other Party with one or more other companies or the solvent reconstruction of the Supplier;
  - a petition is filed, a notice is given, a resolution is passed, or an Order is made, for or in connection with the winding up of the other Party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other Party with one or more other companies or the solvent reconstruction of the other Party;
  - the other Party (being an individual) is the subject of a bankruptcy petition Order;
  - a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
  - an application is made to court, or an Order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other Party (being a company);
  - a floating charge holder over the assets of the other Party (being a company) has become entitled to appoint or has appointed an administrative receiver;
  - a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the other Party;
  - any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.1(b) to clause 11.1(i) (inclusive);
  - the other Party suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business;
  - the other Party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation; or
  - in the case of the Supplier, it (or any individual engaged by it) shall have conducted himself in any manner which in the reasonable opinion of the Customer has brought or is likely to bring either the Supplier or the Customer (or any of its Affiliates) into disrepute or has or is likely to impair the Supplier's ability to provide any of the Services to the Customer or to do so in any manner or at any time which the Customer shall reasonably have required of him.
- 11.2 Without limiting its other rights or remedies, the Customer may terminate the Contract immediately for any reason whatsoever by giving the Supplier written notice and without any liability to the Supplier.
- 12. CONSEQUENCES OF TERMINATION**
- 12.1 On termination of the Contract for any reason:
- the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all the Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
  - the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and
  - clauses which expressly or by implication have effect after termination shall continue in full force and effect.
- 13. RESTRICTIVE COVENANTS**
- 13.1 The Supplier shall not at any time during the continuance of this Agreement or for a period of 12 months after its termination directly or indirectly solicit or entice away or endeavour to solicit or entice away from the Customer or its Affiliates any of its respective directors or employees engaged in a senior, managerial or technical capacity.
- 14. AGENCY WORKERS REGULATIONS 2010 ("AWR") – IF APPLICABLE**
- 14.1 The Supplier is a business carried on by (and substantially owned by) the individual(s) who it is envisaged will have primary responsibility for the provision of the Services. If any supervision and direction of any individual providing Services on behalf of the Consultancy is required, the Supplier is responsible for providing such supervision and direction. No individual providing Services on its behalf will work under the supervision and direction of the Customer. The understanding and intention of all parties is that no individual providing Services on behalf of the Supplier will be an 'agency worker', within the meaning of AWR, and that AWR will not apply in respect of any engagement under these Terms.
- 15. GENERAL**
- 15.1 Force majeure:
- Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable (**Event of Force Majeure**). If such event or circumstances prevent the Supplier from providing any of the Services for more than four (4) weeks, the Customer shall have the right, without limiting its other rights or remedies, to terminate this Contract with immediate effect by giving written notice to the Supplier.
  - An Event of Force Majeure shall not include a Brexit trigger event meaning any of the following events if caused by Brexit or any discussions, proposals, negotiations or any other steps taken by the UK Government or a body in any other jurisdiction in anticipation of or related to preparation for Brexit: (i) a Change in the Law, (ii) in any jurisdiction, the imposition of, or a change to, a duty, tax or levy imposed on imports or exports, (iii) any labour or trade disputes, strikes, industrial action or lockouts, (iv) epidemics or pandemics, (v) non-performance by suppliers or sub-contractors; and (vi) currency fluctuations of any kind.
- 15.2 Assignment and subcontracting:
- The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Customer.
  - The Customer may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent, including any Affiliate.
- 15.3 Notices:
- Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.
  - Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.
  - This clause 15.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.
- 15.4 Waiver and cumulative remedies:
- A waiver of any right under the Contract 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 under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

- (b) Unless specifically provided otherwise, the Customer's rights arising under the Contract are cumulative and do not exclude rights provided by law.
- 15.5 Severance:
- (a) If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
  - (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 15.6 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 15.7 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 15.8 Variation: Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Customer.
- 15.9 Governing law and jurisdiction: The Contract, 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, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

