

Krofire Enterprises Ltd – Standard Terms & Conditions from June 2019

- Krofire Enterprises Ltd is known hereinafter as the “Consultancy”
- The Client is known hereinafter as the “Client”
- The Agency is known hereinafter as the “Business Partner”

This Agreement applies to all future Contracts, Purchase Orders or verbal agreements for services provided by the Consultancy to the Client/Business Partner. The T&Cs below spell out the Consultancy’s requirements for actual working conditions of its staff. Any unreasonable breach of these T&Cs will terminate current Contracts or Purchase Orders. Under Schedule 12 of the Finance Act 2000 (“Intermediaries Legislation”), the Inland Revenue may contact any Clients, Agencies or Business Partners to confirm this arrangement. It is in the interests of all Clients & Business Partners to conform to these requirements in order to indemnify themselves against claims for Employee taxation in the UK.

CONSULTANCY

The Consultancy engages in Service Contracts with multiple Clients for work that endures for between one day and six months as required by the Project-based nature of the marketplace. All Contracts shall be closed-ended with a definitive end-point. This normally occurs when the job ends.

The Consultancy’s obligation to provide the Consultancy Services shall be performed by one or more employees of the Consultancy as the Consultancy may consider appropriate (“the Staff”), subject to the Client/Business Partner being reasonably satisfied that the Staff has the required skills, qualifications and resources to provide the Consultancy Services to the required standard.

The Consultancy has the right, at its own expense, to enlist additional or substitute Staff in the performance of the Consultancy Services or may, sub-contract all or part of the Consultancy Services, provided that the consultancy provides details, whenever practicable, of the proposed substitute or sub-contractor at least 2 weeks ahead of the planned substitution and subject to the Client/Business Partner being reasonably satisfied that such additional Staff or any such sub-contractor has the required skills, qualifications, resources and personnel to provide the Consultancy Services to the required standard.

Where the Consultancy provides a substitute or sub-contracts all or part of the Consultancy Services the Consultancy shall be responsible for paying the substitute or sub-contractor and shall ensure that any agreement between the Consultancy and any such substitute or sub-contractor shall contain obligations which correspond to the obligations of the Consultancy under the terms of this Agreement and the Consultancy shall remain responsible for the acts or omissions of any such substitute or sub-contractor.

The Consultancy shall take all reasonable steps to avoid any unplanned changes of Staff assigned to the performance of the Consultancy Services but if the Consultancy is unable for any reason to perform the Consultancy Services the Consultancy should inform the Client/Business Partner by no later than 10.00am on the first day of unavailability. The offer of the provision of any substitute by the Consultancy shall be forfeited if the Consultancy deems that either Agency &/or Client has breached these Terms and Conditions in a manner that cannot be reconciled. In which case all services by the Consultancy shall be withdrawn without prejudice to outstanding monies owed by Client or Agency to the Consultancy.

Due to the specialised nature of the work there may be a lengthy learning process for any Staff prior to becoming familiar with the work. As a result where substitute or additional staff are provided or where the performance of all or part of the Consultancy Services is sub-contracted, the Consultancy shall provide wherever possible, at its own expense, an overlap of up to 10 working days for such substitute or additional Staff or any such sub-contractor.

In the event that the Consultancy is unable to supply either the original personnel or acceptable substitutes or sub-contractors then the Client/Business Partner is entitled to cancel this Agreement forthwith.

The Consultancy will be able to suspend the provision of the Consultancy Services on up to 20 days per annum per each Staff (or pro rata where the Consultancy Services are for less than one year), subject to giving the Client four weeks’ notice of such days. The Consultancy shall be responsible to pay the Staff all sums due in respect of those days upon which the Consultancy Services provided are suspended pursuant to the Working Time Regulations 1998 or otherwise.

Save as otherwise stated in this Agreement, the Client/Business Partner acknowledge and accepts that the Consultancy is in business on its own account and the Consultancy shall be entitled to seek, apply for, accept and perform contracts to supply its services to any third party during the term of this Agreement provided that this in no way compromises or is to the detriment to the performance of the Consultancy Services.

The Consultancy is free to undertake other Services for other parties at any time, either before, after, or concurrently. The Client/Business Partner acknowledges and agrees that it does not have first call on the services of the Consultancy and cannot require the Consultancy to give the Client any priority over another Client. The Consultancy may advertise its services in any way it sees fit. The Consultancy will use a Business trading name.

The Consultancy will typically use items & equipment, in the execution of their duties, which contain the Consultancy’s Trademark or trading name. The use of this name is the sole preserve of the Consultancy. For all Contracted Services (where the Purchase Order names the Consultancy as the Service Provider) the Consultancy’s Staff are obliged to use the Consultancy’s trading name, Trademarks and Logos. No Client or Business Partner may restrict the use of said trading name. This restriction applies to: telephone answering machine messages (including

mobile voice-mail services), Mobile phone operator logos, E:Mail address, E:Mail auto-signature, Mobile phones covers, letterheads, t-shirts, business cards, content web site, fax machine identity, computer screensavers, computer desktop logo, computer identity plates, compliment slips and other written material.

The Consultancy will at all times represent itself as an independent business and will in no circumstances represent itself or hold itself out as a representative, servant or employee of the Client or Client/Business Partner. The Consultancy's staff are the permanent employees of the Consultancy only. It is for the Management of the Consultancy to agree any exceptions, in writing. Any such exception will ONLY extend to the use of a Client/Business Partner's Business Card and verbal communication. This exception extends to the deliberate omission, by the Consultancy staff, to inform Client Staff of their Employer's name. These exceptions are only temporary and acceptable for up to two weeks from the start of any specific engagement period. No Consultancy staff can pass themselves off as a permanent employee of another Company. To do so is a disciplinary offence. No Consultancy Staff can be coerced into deliberately misinforming, lying or otherwise misleading a Client about the Freelance nature of their work. To do so is unethical, unprofessional and a breach of this Agreement.

CONTRACTS/PURCHASE ORDERS

This Agreement constitutes the standard Terms and Conditions covering all Purchase Orders and verbal agreements between the Client/Business Partner and the Consultancy and governs the performance of the Consultancy Services by the Consultancy for the Client. It reflects in all material respects the terms of any related contract between the Client and Business Partner.

The Consultancy shall not be required to provide any advice and assistance in addition to the Consultancy Services and any requests to provide such additional advice and assistance shall be subject to the prior approval of the Consultancy and agreement between the Consultancy as to the level of fees payable for such additional advice and assistance. In the event that such additional advice and assistance is agreed, the Consultancy must notify the Client/Business Partner of the terms upon which such services will be provided including details of any new fee arrangements in order that the fee arrangement between the Consultancy and Client/Business Partner may be adjusted accordingly. In cases where the Business Partner has failed to pay monies due under Contract and the Consultancy has withdrawn services any Contractual clause concerning Notice Period will be forfeited by the Business Partner.

No variation or alteration of these terms shall be valid unless approved by the Client/Business Partner and the Consultancy in writing except where changes to the Consultancy Services are necessary to comply with applicable safety and other statutory requirements, in which case the Consultancy may make such necessary changes without prior notification to the Client/Business Partner.

A person who is not a party to this Agreement has a right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement in addition to any right or remedy which exists or is available apart from that Act.

UNDERTAKING OF THE CONSULTANCY

The Consultancy warrants to the Client/Business Partner that by entering into and performing its obligations under this Agreement it will not thereby be in breach of any obligation which it owes to any third party.

The Consultancy warrants to the Client/Business Partner that its Staff and any substitutes or sub-contractors will carry out the Consultancy Services with reasonable skill and care and as far as possible in accordance with the terms of this Agreement and any other timetables or other targets agreed.

TRAINING

The Consultancy warrants to the Client/Business Partner that its Staff and any substitutes and sub-contractors used in accordance with the terms of this contract have the necessary skills and qualifications to perform the Consultancy Services.

CONSULTANT'S OBLIGATION

The Consultancy agrees on its own part and on behalf of its Staff and any substitutes and sub-contractors used in accordance with the terms of this contract as follows:-

- Not to engage in any conduct detrimental to the interests of the Client/Business Partner or the Client which includes any conduct tending to bring the Client/Business Partner or the Client into disrepute or which results in the loss of custom or business.
- To comply with any statutory rules or regulations including but not limited to those relating to health and safety, together with such procedures of the Business Partner/Client as the Business Partner/Client notifies the Consultancy and/or its Staff and any substitutes and sub-contractors that it is essential that the Consultancy and its Staff and any substitutes and sub-contractors comply with to properly perform the Services (including for example where the Services are to be performed at the premises of the Client the health and safety policy, security arrangements and fire drill of the Client) during the performance of the Consultancy Services. Subject to the rules and regulations which the Business Partner/Client notifies the Consultancy and/or its Staff and any substitutes and sub-contractors that it is essential that the Consultancy and its Staff and any substitutes and sub-contractors comply with the Consultancy and its Staff and any substitutes and sub-contractors shall not be bound by the policies and procedures which an employee of the Client would be bound by.

- To meet requirements for deliverables by working on Client site or remotely at the discretion of the staff if these measure do not prejudice the contracted services. The Consultancy shall direct its staff to attend Client site if it is necessary but the staff will chose their own start time, end time and break times as long as these are within the Client's normal working periods and do not breach health, safety & security arrangements.
- To furnish the Client and/or Business Partner with any progress reports as may be requested from time to time.
- To notify the Client/Business Partner forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition.

EQUIPMENT

The Consultancy shall provide at its own cost, subject to any agreement to the contrary in regards any facilities which may be made available by the Client/Business Partner, all such necessary equipment as is reasonable for the satisfactory performance by the Staff and any substitutes and sub-contractors of the Consultancy Services.

The Consultancy will maintain at its own cost appropriate independent office accommodation, telephone system, mobile telephone, fax facility and e-mail facility. There shall be no restriction on the use of these facilities.

METHOD OF PERFORMING SERVICES

The Consultancy's personnel are professionals who will use their own initiative as to the manner in which the Services are delivered provided that in doing so the Consultancy shall co-operate with the Business Partner/Client and comply with all reasonable and lawful instructions of the Business Partner/Client. The Client shall not control, nor have any right of control as to how the Consultancy is to perform the services. How the Consultancy fulfils its contractual obligations is a matter for the Consultancy. The Consultancy agrees to undertake the Services in a professional manner at all times and undertakes the Services in the capacity of a specialist. The Client recognises that the Consultancy offers specialist services at a high level of expertise and as such the Consultancy cannot be told how to perform the services or the manner in which they are to be performed.

The Consultancy's staff are not obliged to seek permission from the Client/Business Partner to leave a location at any time. The relationship between the parties is between independent companies acting at arm's length and nothing contained in this Agreement shall be construed as constituting or establishing any relationship of employer and employee between the parties or their personnel.

The Consultancy may provide the Consultancy Services at such times and on such days as the Consultancy shall decide but shall ensure that the Consultancy provides the Consultancy Services on such days and at such times as are necessary for the proper performance of the Consultancy Services.

Where the proper performance of the Consultancy Services are dependent on the completion of tasks or services by third parties (including employees of the Business Partner/Client but excluding any substitute or sub-contractor of the Consultancy), the Consultancy shall have no liability to the Business Partner/Client for any delay, non or partial performance of the Consultancy Services arising from the delay or non or partial performance of such tasks by third parties.

INVOICING

Upon completion of the Consultancy Services as agreed upon a Contract, Purchase Order or other verbal agreement the Consultancy shall deliver to the Client/Business Partner its invoice for the amount due from the Client/Business Partner to the Consultancy giving a detailed breakdown showing the work performed. The Consultancy's invoice should bear the Consultancy's name, company registration number, and VAT number and should state any VAT due on the invoice.

The Consultancy shall obtain the signature or other electronic authorisation of an authorised representative of the Client as verification of execution of the Consultancy Services.

The Client/Business Partner shall not be obliged to pay any fees to the Consultancy unless an invoice has been properly submitted by the Consultancy and until the Business Partner/Client has verified the execution of the Consultancy Services.

FEES, EXPENSES AND TRANSFER COSTS

Subject to the receipt of the Consultancy's invoice and verification by the Client of execution of the Consultancy Services, the Consultancy will receive payment from the Client/Business Partner for the Consultancy Services in accordance with the fees and expenses specified upon the Contract, Purchase Order or other verbal agreement, plus VAT to be shown separately where appropriate. The Consultancy is registered for VAT and VAT is chargeable on all engagements where relevant.

If the Consultancy shall be unable for any reason to provide the Consultancy Services to the Client/Business Partner no fee shall be payable by the Client/Business Partner during any period that the Consultancy Services are not provided.

If for any reason the Client/Business Partner fails to yield due fees and expenses within one calendar month of the Invoicing then the Consultancy will deliver a letter of intent to withdraw consulting services from the Client/Business Partner within two weeks unless payment is made. Partial Payment of an Invoice to cover only monies received by

the Business Partner from the Client is strictly forbidden. Monies may not be withheld by the Business Partners for any reason after a Contract is concluded. Contractual breaches can only be exercised if communicated to the consultancy in a time period in which resolution can be reached. The Business Partner is strictly forbidden from unilaterally re-interpreting or otherwise "gaming" written contractual arrangements in order to withhold payment after the closure of the contract. When services are withdrawn due to failure to pay invoices then the Business Partner forfeits all rights under a contractual clause covering the Consultancy's Notice Period.

If payment has not been made within two weeks the consultancy services shall be withdrawn from the Client/Business Partner until such time as payment is made. Withdrawal of services in no way effects the value of the accrued debt which may increase. The Consultancy shall remain free to take other corrective actions where fees remain unremitted and consulting services have been withdrawn from the Client. Such corrective actions can extend to but are not limited to the application of punitive interest penalties on unpaid amounts to be levied at the discretion of the Consultancy. Non-payment will prejudice the future business arrangements between Consultancy and Business Partner to the point that no further services will ever be rendered until payment shortfalls are made good. There is no time limit to this restriction.

If for any reason the Client/Business Partner fails to yield due fees and expenses within one calendar month of the Invoicing then it will up to the discretion of the Consultancy to declare the Client/Business Partner's account as being in default. Information about such defaults will be shared with other Business Partners/Clients and the Consultancy takes no responsibility for the resulting loss or restriction of services and/or Credit Facilities available to the defaulting Client/Business Partner. It will be up to the discretion of the Consultancy to withdraw the standard Credit arrangement and to require a deposit from any Client/Business Partner with a known history of non- or late-payment.

Where Invoices and related information are relayed by facsimile then confirmation of a successful send will be interpreted as a successful receipt unless the staff of the Client/Business Partner at the receiving facsimile confirm otherwise within one day. The Client/Business Partner is responsible for its failure to notify the Consultancy if an Invoice has not been properly communicated. The one calendar month standard credit term will be taken from the date of the original facsimile send and will not be extended due to delays in notifying the Consultancy of the Client/Business Partner's communication difficulties.

Where payment is made through an international monetary interbank transfer then Banking transfer fees become payable. (This amount is £6 GBP per transaction as of January 2004 but are subject to change without prior notification.) Such transfer fees will be billed in advance by the Consultancy and are the liability of the Client/Business Partner. These fees represent an unavoidable reduction in fees because they are automatically deducted from payment at source and hence are beyond the control of the Consultancy. The Client/Business Partner must increase their payment such that the resulting net received amount is equal to the total invoiced amount. Alternative arrangements can only be agreed in advance in writing between the Client/Business Partner and Consultancy and this will form part of the Contract or Purchase Order.

RISK

The Consultancy bears the financial risk caused by the uncertainty of the provision of Contracts. Financial risk is managed and mitigated by the Consultancy's Management practices. The Consultancy can benefit from its own sound management of the execution of the services by negotiating effectively and using hired assistance or substitutes at its own discretion, exploiting its reputation in the market place and by being proficient in the execution of the services.

The Consultancy endeavours to complete all Contracted Works for the Client/Business Partner even if more profitable Contracted Works are offered to the Consultancy. This guarantee is not extended to Client/Business Partners who are paying at a Contracted Price below the minimum 'at cost' Prices set and published on the Consultancy's Web Site at the beginning of each Financial year. The Consultancy undertakes the risk that it will forsake work offering greater revenue in order to provide a trustworthy, professional and continuous Consultancy Service to existing Clients/Business Partners. This risk does not include actions that deliberately undermine the longer term existence of the Consultancy as an independent limited company.

The Consultancy shall be responsible for any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of its Staff in respect of the Consultancy Services.

The Consultancy will not be entitled to receive payment for cancelled Contract assignments. A Contract can be immediately terminated by the Client/Business Partner or Consultancy for whatever reason and no notice is required to be given. The Consultancy is not entitled to partake in any grievance procedure of the Client and as an independent limited company is not entitled to any employment law rights supplied by the Client. The Consultant is an employee of the Consultancy alone & his/her legal rights are not compromised in this way amongst the Consultant/Consultancy parties.

The Consultancy acknowledges the volatility of the industry and accepts that there is the financial risk of bad debts when operating as an independent business on its own account. The Consultancy will be responsible for bearing the costs of acquisition and maintenance of transport and the expenses of an accountant, business stationery and any other incidentals of being in business on its own account.

The Client/Business Partner reserve the right to offset any losses sustained as a result of the Consultancy's actions, breach or unsatisfactory performance, from the Consultancy's fees.

OBLIGATIONS OF THE CLIENT/BUSINESS PARTNER

Throughout the term of this Agreement the Client/Business Partner shall pay the Consultant the agreed fees in full in accordance with the applicable Contract, Purchase Order or verbal agreement.

The Client/Business Partner shall furnish the Consultancy with sufficient information about the Consultancy Services in order for the Consultancy to arrange for the Consultancy Services to be carried out.

The Client/Business Partner will advise the Consultancy of any health & safety information or advice which it receives from the Client/Business Partner which may affect the Consultancy's Staff during the performance of the Consultancy Services.

The Business Partner is forbidden from withholding fees from the Consultancy to cover its own cash flow from the Client. The Business Partner partakes the risk of factoring upon itself and is not to pass this risk onto the Consultancy. The Business Partner is expressly forbidden from unilateral reinterpretation or gaming of the Contract in order to withhold any payments after the Contract has closed and services to the Client have ended. If the Business Partner believes the Contract has been breached these issue MUST be raised with the Consultancy prior to the end of the Contract to allow for resolution.

TERM OF THE AGREEMENT

This Agreement shall commence in accordance with the Contract, Purchase Order or verbal agreement and shall either continue until completion of the Consultancy Services or the termination date as specified in the Contract, Purchase Order or verbal agreement, at which time the Contract, Purchase Order or verbal agreement shall expire automatically unless previously terminated by the Client/Business Partner.

The Client/Business Partner may at any time instruct the Consultancy to cease work on the Consultancy Services, or at any time without notice and without liability require the Consultancy to cease work on the Consultancy Services, with no reason given.

The Consultancy acknowledges that the continuation of the Consultancy Services is subject to and conditional upon the continuation of the contract entered into between the Client/Business Partner. In the event that the contract between the Client/Business Partner is terminated for any reason the Assignment shall cease with immediate effect without liability to the Consultancy.

The Client/Business Partner acknowledges that the Consultancy reserves the right at any time to instruct the Client/Business Partner that it is to cease work on the Consultancy Services without notice and without liability with no reason given. The Client/Business Partner acknowledges that the continuation of the Consultancy Services is subject to and conditional upon the prevailing market conditions. The Consultancy endeavours to complete all Contracted Works as requested in order to provide the Client/Business Partner with a continuation of service that minimises disruption to the Contracted Works. Such endeavours are subject to the Contracted Price of the Works being set at a level that sustains the long term Business Activities of the Consultancy. The Consultancy is unable to guarantee the completion of Contracted Works if such Consultancy Services jeopardise the existence of the Consultancy. To guarantee the continuation of Consultancy Services from this one Consultancy the Contracted Price must be equal to or greater than the published minimums set by the Consultancy at the beginning of each Financial Year and published on the Consultancy's Web Site. The Consultancy's agreement to conduct any Contracted Works at Prices below those set minimums is not an indicator that those Prices have changed from those published at the time of the agreement. Contracted Works agreed at a Price below the published minimums are deemed to be 'at risk' of being substituted with other Contracted Works with alternative Clients/Business Partners without notice. Such 'at risk' Contracted Works are published on the Web Site of the Consultancy.

Upon completion or termination of the Consultancy Services neither the Business Partner nor the Client shall be under any obligation to offer the Consultancy further work, nor shall the Consultancy be under any obligation to accept any offer of work made by the Client/Business Partner.

INTELLECTUAL PROPERTY

The Consultancy acknowledges that all copyright, trademarks and patents deriving from the Consultancy services shall belong to the Business Partner/Client where they were prepared by the Client using Client equipment. Accordingly the Consultancy shall (and shall procure that any relevant member of its Staff and any substitutes and sub-contractors) execute all such documents and do all such acts at its own cost as the Client/Business Partner shall from time to time require in order to give effect to its rights pursuant to this clause.

Original research conducted by the Consultancy in the service of a Business Partner/Client will remain the intellectual property of the Consultancy where it does not breach clauses concerning Confidentiality. Such intellectual property will be used as examples at other Clients. The Consultancy will remain free to refer to the nature of the work it has conducted within its marketing, web site and other publicity material. Clients/Business Partners are permitted to have their trading name dis-associated with such published material upon written request.

CONFIDENTIALITY

In order to protect the confidentiality and trade secrets of any Business Partner/Client and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Consultancy agrees on its own part and on behalf of its Staff and any substitutes and sub-contractors used in accordance with the terms of this contract as follows:-

- Not at any time whether during or after the performance of the Consultancy Services (unless expressly so authorised by the Client or the Business Partner as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or confidential information of the Business Partner/Client;
- To deliver up to the Client or the Business Partner (as directed) at the end of the Assignment all documents and other materials belonging to the Client/Business Partner (and all copies) which are in its possession including documents and other materials created by it during the course of the Assignment which solely relates to confidentiality or trade secrets;
- Not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of its duties under the Assignment in which event any such item shall belong to the Client or the Business Partner as appropriate.

The Consultancy shall procure and ensure that the provisions of this clause shall also apply to any subcontractor performing the Consultancy's obligations.

RESTRICTION

The Consultancy shall not, and shall procure its staff and any sub-contractor shall not, for a period of six months following the termination of the Consultancy Services supply its services directly, or through any other person, firm or company, to any Client whom it has carried out the Consultancy Services specified in this agreement at any time during the previous six months.

COMPUTER EQUIPMENT WARRANTY

The Consultancy warrants to the Client/Business Partner that any computer equipment and associated software which it provides to its Staff for the purpose of providing the Consultancy Services contains anti-virus protection with the latest released upgrade from time to time and the Consultancy shall procure that the provisions of this clause shall also apply to any computer equipment and associated software provided by any subcontractor of this Agreement.

RELATIONSHIP BETWEEN CLIENT/BUSINESS PARTNER AND CONSULTANCY

The Consultancy acknowledges to the Client/Business Partner that there is no intention on the part of the Consultancy, its staff, substitutes or sub-contractors or the Business Partner or Client to create an employment relationship between any of those parties and that the responsibility of complying with all statutory and legal requirements relating to the Staff of the Consultancy (including but not limited to the payment of taxation and statutory sick pay) shall fall upon and be discharged wholly and exclusively by the Consultancy. In the event that any person should seek to establish any liability or obligation upon the Business Partner and/or the Client on the grounds that the staff are an employee of the Business Partner and/or the Client, the Consultancy shall upon demand indemnify the Business Partner and/or the Client and keep them indemnified in respect of any such liability or obligation and any related costs expenses or other losses which the Business Partner and/or the Client shall incur.

The Consultancy shall be responsible for all obligations arising under or in connection with, the National Minimum Wage Act 1998 in connection with the Staff.

WAIVER OF EMPLOYEE STATUS

The Client/Business Partner may be requested to sign a Waiver of Employee Status form provided by the Consultancy for each assignment. This form summarises the basic points of this Agreement. By signing this Waiver form the Business Partner/Client is agreeing that the Consultancy work was carried out in the fashion dictated by this Agreement and that the Consultancy's staff waive all rights to any employee status. The signing of said Waiver does not enforce an obligation to comply with this Agreement on any future engagement.

NOTICES

All notices which are required to be given hereunder shall be in writing and shall be sent to the registered office from time to time of the party upon whom the notice is to be served. Any such notice may be delivered personally or by first class prepaid post or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours and if by facsimile transmission when despatched.

LIABILITY

The Consultancy shall be liable for any loss, damage or injury to any party (including any loss, damage or liability incurred by the Business Partner whether under its agreement with the Client or otherwise) resulting from the acts or omissions of the Consultancy or its Staff (including substitute or replacement Staff) or from the acts or omission of any sub-contractor to whom the Consultancy sub-contracts the performance of the Consultancy Services whether or not such act or omission constitutes a breach of this Agreement and the Consultancy shall indemnify and keep indemnified any such party including, without limitation to the foregoing, the Business Partner/Client against any such loss, damage or injury provided that the total aggregate liability of the Consultancy shall not exceed in the case of liability covered by professional indemnity insurance.

The Consultancy shall ensure the provision of adequate insurance to cover the risk of a claim against the Consultancy (or its Staff or any sub-contractor) whether pursuant to the terms of this Agreement or otherwise (including without limitation suitable policies of insurance such as Professional Indemnity insurance in respect of the Consultancy and its Staff or any sub-contractor). The Consultancy shall note the interest of the Client/Business Partner on all such policies of insurances and shall make a copy of all such policies available to the Client/Business Partner upon request.

The Consultancy shall be liable for any defects arising as a result of the provision of the Consultancy Services and the Consultancy shall rectify at its own cost such notified defects as may be capable of remedy.

GOVERNING LAW AND JURISDICTION

This Agreement shall be construed in accordance with the laws of England & Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the Courts of England & Wales.

This agreement applies on an International basis.

ILLEGALITY

If any provision or term of this Agreement shall become or be declared illegal, invalid or unenforceable for any reason whatsoever including, but without limitation, by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of any Court or other body or authority having jurisdiction over the parties of this Agreement such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement and the remainder of the provisions shall continue in full force and effect provided always that if any such deletion substantially affects or alters the commercial basis of this Agreement the parties shall negotiate in good faith to amend the modify the provisions and terms of this Agreement as necessary or desirable in the circumstances.

The Parties to this Agreement specifically confirm that it is their understanding and intention that this Agreement and this Agreement alone is the "contractual arrangements" and "circumstances" referred to in the Welfare Reform and Pensions Act 1999 and the Finance Act 2000, Schedule 12.

Both parties hereby acknowledge that they have had an opportunity to take independent legal advice before signing this Agreement. Both parties acknowledge that their contractual relationship is governed by this Agreement as a legally binding agreement.

Both parties acknowledge that this Agreement is the whole agreement governing the contractual relationship between them, except where this Agreement allows for specific verbal negotiations

FORCE MAJEURE

Neither the Consultancy nor the Client/Business Partner shall be liable for any breaches of its obligations under this Agreement resulting from causes beyond its reasonable control including but not limited to Acts of God, enemy, fire, flood, explosion or other catastrophe.

The Consultancy accepts that the Business Partner/Client shall not be liable for any breaches of its obligations to the Consultancy under its agreement with the Client/Business Partner resulting from causes beyond its reasonable control including but not limited to Acts of God, enemy, fire, flood, explosion or other catastrophe.