



ALLELYS HEAVY HAULAGE  
LIMITED

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Terms and Conditions for  
Consultancy Services

March 2025

## Agreed terms

### 1. Interpretation

The following definitions and rules of interpretation apply in this agreement (unless the context requires otherwise).

#### 1.1 Definitions:

**Board:** the board of directors of the Client (including any committee of the board duly appointed by it).

**Business of the Client:** the business of the Client as set out in the Commercial Proposal.

**Business Opportunities:** any opportunities which the Consultant becomes aware of during the term of this agreement (including during the term of any Engagement) which relate to the Business of the Client or which the Board reasonably considers might be of benefit to the Client.

**Business Day:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Capacity:** as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

**Charges:** the charges payable by the Client for the supply of the Services in accordance with the Commercial Proposal.

**Client:** the person or firm who purchases the Services from the Consultant.

**Client Property:** all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of the Client or its customers and business contacts, and any equipment, keys, hardware or software provided for the Consultant's use by the Client during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Consultant on the Client's or the Consultant's computer systems or other electronic equipment during the Engagement.

**Commercial Proposal:** the statement of work proposal, as agreed between the parties, setting out the Services, Start Date, the Client's Business and the Charges.

**Confidential Information:** information in whatever form (including in written, oral, visual or electronic form or on any magnetic or optical disk or memory) and wherever located relating to the Client's business, clients, customers, suppliers, products, assets, affairs and finances that is confidential to the Client and trade secrets relating to the Client's business or any of its suppliers, clients, customers, agents, distributors,



shareholders, management or business contacts, including technical data and know-how, that the Consultant creates, develops, receives or obtains in connection with the Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

**Consultant:** Allelys Heavy Haulage Limited incorporated and registered in England and Wales with company number 02533169 whose registered office is at The Slough, Studley, B80 7EG.

**Consultant Materials:** any Intellectual Property Rights that are owned by the Consultant at the date of, or developed by the Consultant independently of the Engagement.

**Copies:** copies or records of any Confidential Information in whatever form (including in written, oral, visual or electronic form or on any magnetic or optical disk or memory) and wherever located, and extracts, analysis, studies, plans, compilations or any other way of representing or recording and recalling information which contains, reflects or is derived or generated from Confidential Information.

**Deliverable:** any outputs of the Services and any other documents or materials provided by the Consultant to the Client in relation to the Services (excluding the Consultant's equipment).

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

**Engagement:** the engagement of the Consultant by the Client on the terms of this agreement.

**Insurance Policies:** employer's liability insurance cover (if the Consultant employs more than the individual), professional indemnity insurance cover and public liability insurance cover.

**Intellectual Property Rights:** patents, utility models, rights to Inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim

priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Policies:** the policies of the Client (including as to social media, use of information and communication systems, anti-harassment and bullying, no smoking, dress code and substance misuse) as made available to the Consultant prior to the Start Date.

**Privacy Notice:** the privacy notice of the Client as made available to the Consultant and as may be updated from time to time.

**Project Specific IPRs:** the Works but excluding Consultant Materials.

**Services:** the services provided by the Consultant in a consultancy capacity for the Client as more particularly described in the Commercial Proposal.

**Substitute:** a substitute engaged by the Consultant under the terms of clause 3.4.

**Start Date:** in the case of: (i) this agreement, means the date set out in the Commercial Proposal; and (ii) an Engagement, means the commencement date as specified in such Engagement.

**Termination Date:** the date of termination of this agreement, howsoever arising.

**Works:** all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant in the provision of the Services.

- 1.2 A reference to **writing** or **written** excludes fax and email.
- 1.3 The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.4 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.5 Unless the context otherwise requires: (i) a reference to one gender shall include a reference to the other genders; and (ii) words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 In this agreement, any reference to the Consultant shall be deemed to mean either the consultant company or any individual acting on behalf of the consultant company under the terms of this agreement.

## **2. Term of engagement**

- 2.1 The Engagement shall commence on the Start Date as detailed in the Commercial Proposal, and shall continue unless and until terminated:
- (a) as provided by the terms of this agreement; or
  - (b) as provided by the cancellation and suspension policy detailed within the Commercial Proposal.
- 2.2 Where the Client wishes to engage the Consultant for any proposed Engagement, the Client shall provide the terms of the proposed Engagement as known at the time. Once the parties have agreed the terms of the proposed Engagement, the Client shall engage the Consultant and the Consultant shall provide the Services on the terms of the Engagement. Each Engagement shall be subject to the terms of this agreement.
- 2.3 Each Engagement shall commence on the Start Date for such Engagement and shall continue unless and until terminated:
- (a) as provided by the terms of such Engagement; or
  - (b) as provided by the terms of this agreement.

## **3. Duties and obligations**

- 3.1 During the Engagement the Consultant shall:
- (a) provide the Services, including the Deliverables, with all due care, skill and ability and use their best endeavours to promote the interests of the Client; and
  - (b) promptly give to the Client all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services, including the Deliverables, or the Business of the Client.
- 3.2 The Consultant warrants that any Work given to the Client is true and accurate at the time such Work is delivered, and the parties agree and acknowledge that the Consultant will have no liability for any changes or developments occurring in relation to the subject matter of the Works following the delivery.
- 3.3 If the Consultant is unable to provide the Services due to illness or injury, they shall advise the Client of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with clause 4 in respect of any period during which the Services are not provided.
- 3.4 The Consultant may, with the prior written approval of the Client and subject to the following proviso, appoint a suitably qualified and skilled Substitute to perform the

- Services on their behalf, provided that the Substitute shall be required to enter into direct undertakings with the Client, including with regard to confidentiality. If the Client accepts the Substitute, the Consultant shall continue to invoice the Client in accordance with clause 4 and shall be responsible for the remuneration of the Substitute. For the avoidance of doubt, the Consultant will continue to be subject to all duties and obligations under this agreement for the duration of the appointment of the Substitute.
- 3.5 The Consultant shall use reasonable endeavours to ensure that they are available at all times on reasonable notice to provide such assistance or information as the Client may require.
- 3.6 Unless they have been specifically authorised to do so by the Client in writing, the Consultant shall not:
- (a) have any authority to incur any expenditure in the name of or for the account of the Client; or
  - (b) hold themselves out as having authority to bind the Client.
- 3.7 The Consultant shall comply with all reasonable standards of safety and comply with the Client's health and safety procedures from time to time in force at the premises where the Services are provided and report to the Client any unsafe working conditions or practices.
- 3.8 The Consultant shall procure that its employees and Substitute shall comply with the Client's Policies.
- 3.9 The Consultant undertakes to the Client that during the Engagement they shall take all reasonable steps to offer (or cause to be offered) to the Client any Business Opportunities as soon as practicable after the same shall have come to their knowledge and, in any event, before the same shall have been offered by the Consultant (or caused by the Consultant to be offered) to any other party provided that nothing in this clause shall require the Consultant to disclose any Business Opportunities to the Client if to do so would result in a breach by the Consultant of any obligation of confidentiality or of any fiduciary duty owed by the Consultant to any third party.
- 3.10 The Consultant may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that:
- (a) the Client will not be liable to bear the cost of such functions; and
  - (b) at the Client's request the third party shall be required to enter into direct undertakings with the Client, including with regard to confidentiality.
- 3.11 The Consultant shall:

- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Consultant in connection with the performance of this agreement;
- (d) ensure that all persons associated with the Consultant or other persons who are performing services or providing goods in connection with this agreement comply with this clause 3.11; and
- (e) Upon Client request, within 12 months of the date of this agreement, certify to the Client in writing their compliance with this clause 3.11. The Consultant shall provide such supporting evidence of compliance as the Client may reasonably request.

3.12 Failure to comply with clause 3.11 may result in the immediate termination of this agreement.

3.13 The Consultant shall:

- (a) not engage in any activity, practice or conduct which would constitute either:
  - (i) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
  - (ii) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
- (b) promptly report to the Client any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 or any suspected tax evasion offences or facilitation of tax evasion offences, whether under UK law or under the law of any foreign country, in connection with the performance of this agreement;
- (c) have and shall maintain in place throughout the term of this agreement such policies and procedures as are reasonable in all the circumstances to prevent the facilitation of tax evasion by another person (including without limitation employees of the Consultant and any Substitute), in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017;

- (d) ensure that all persons associated with the Consultant or other persons who are performing services or providing goods in connection with this agreement comply with this clause 3.13; and
  - (e) Upon Client request, within 12 months of the date of this agreement, and annually thereafter, certify to the Client in writing compliance with this clause 3.13 by the Consultant and all persons associated with the Consultant or other persons who are performing services or providing goods in connection with this agreement. The Consultant shall provide such supporting evidence of compliance as the Client may reasonably request.
- 3.14 Failure to comply with clause 3.13 may result in the immediate termination of this agreement.
- 3.15 The Client shall supply the Consultant, without additional charge, all relevant data and information in its possession and as reasonably required by the Consultant for the supply of the Services and shall give such assistance, decisions and access as may be reasonably required by the Consultant.
- 4. Charges**
- 4.1 The Consultant shall invoice the Client in accordance with the Commercial Proposal.
- 4.2 The Client shall pay each invoice submitted by the Consultant:
  - (a) within 30 days of the date of the invoice, or in accordance with any terms of the Commercial Proposal as agreed between the parties; and
  - (b) in full and in cleared funds to a bank account nominated in writing by the Consultant.
- 4.3 All amounts payable by the Client to the Consultant under this agreement are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the agreement by the Consultant to the Client, the Client shall, on receipt of a valid VAT invoice from the Consultant, pay to the Consultant 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.
- 4.4 If the Client fails to make a payment due to the Consultant under this agreement by the due date as detailed in the Commercial Proposal, then without limiting the Consultant's remedies in clause 10, the Client shall pay interest on the overdue sum, whether before or after judgment. Interest under this clause 4 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.



4.5 Payment in full or in part of the Charges claimed under clause 4 or any expenses claimed under clause 5 shall be without prejudice to any claims or rights of the Client against the Consultant in respect of the provision of the Services.

4.6 All amounts due under the terms of this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **5. Expenses**

5.1 The Client shall reimburse all reasonable expenses properly and necessarily incurred by the Consultant in the course of the Engagement, subject to production of receipts or other appropriate evidence of payment.

5.2 If the Consultant is required to travel abroad in the course of the Engagement, they shall be responsible for any necessary insurances, inoculations and immigration requirements.

## **6. Confidential information**

6.1 The Consultant acknowledges that during the Engagement they will have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in this clause 6.

6.2 The Consultant shall not (except in the proper course of providing the Services, as authorised or required by law or as authorised by the Client), either during the Engagement or at any time after the Termination Date:

- (a) use any Confidential Information for their own benefit or for the benefit of any other person, company or organisation whatever;
- (b) make or use any Copies; or
- (c) disclose any Confidential Information to any person, company or other organisation whatever.

6.3 The restriction in clause 6.2 does not apply to any Confidential Information which is or comes into the public domain other than through the Consultant's unauthorised disclosure.

6.4 The Consultant shall be responsible for protecting the confidentiality of the Confidential Information. The Consultant shall:

- (a) use their best endeavours to prevent the use or communication of any Confidential Information by any person, company or organisation whatever

(except in the proper course of providing the Services, as required by law or as authorised by the Client); and

- (b) inform the Client immediately on becoming aware, or suspecting, that any such person, company or organisation knows or has used any Confidential Information.

6.5 All Confidential Information and Copies shall be the Client's property and on termination of the Engagement, or at the Client's request at any time during the Engagement, the Consultant shall promptly return to the Client all and any of the Client's property in its or in any Substitute's possession.

6.6 Nothing in this clause 6 shall prevent the Consultant from:

- (a) reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution;
- (b) doing or saying anything that is required by HMRC or a regulator, ombudsman or supervisory authority;
- (c) whether required by law or not, making a disclosure to, or co-operating with any investigation by, HMRC or a regulator, ombudsman or supervisory authority regarding any misconduct, wrongdoing or serious breach of regulatory requirements (including giving evidence at a hearing);
- (d) complying with an order from a court or tribunal to disclose or give evidence;
- (e) disclosing information to HMRC for the purposes of establishing and paying (or recouping) tax liabilities arising from the Engagement;
- (f) disclosing information to any person who owes the Consultant a duty of confidentiality (which the Consultant agrees not to waive) in respect of information disclosed to them, including legal or tax advisers or persons providing the Consultant with medical, therapeutic, counselling or support services; or
- (g) making any other disclosure as required by law.

## **7. Data protection**

7.1 The Client will collect and process information relating to the Consultant in accordance with the Privacy Notice.

7.2 The Consultant and the Client acknowledge that for the purposes of the Data Protection Legislation, the Client is the controller and the Consultant is the processor (the terms

“data controller” and “data processor” being as defined in the Data Protection Legislation.

- 7.3 Both the Client and the Consultant will comply with their respective obligations under the Data Protection Legislation.
- 7.4 In accordance with the terms of this agreement, the processing of personal data (as defined in the Data Protection Legislation (**Personal Data**)) will only be undertaken:
- (a) to enable the Consultant to provide the Services;
  - (b) in respect of the Client during the term of this agreement; and
  - (c) processing of business contacts, such as names, addresses (including email) and contact numbers, shall be for the purpose of providing the Services.
- 7.5 The Consultant shall, in relation to any Personal Data processed in connection with the Engagement:
- (a) process that Personal Data only on written instructions of the Client, and in accordance with the provisions of clause 7.4;
  - (b) keep the Personal Data confidential;
  - (c) comply with the Client's data protection policy;
  - (d) comply with the Client's reasonable instructions with respect to processing Personal Data;
  - (e) assist the Client in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;
  - (f) notify the Client without undue delay on becoming aware of a Personal Data breach or communication which relates to the Client's or Consultant's compliance with the Data Protection Legislation;
  - (g) at the written request of the Client, delete or return Personal Data (and any copies of the same) to the Client on termination of the Engagement unless required by the Data Protection Legislation to store the Personal Data; and
  - (h) maintain complete and accurate records and information to demonstrate compliance with this clause 7 and allow for audits by the Client or the Client's designated auditor.

- 7.6 The Consultant shall ensure that they have in place appropriate technical or organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:
- (a) pseudonymising and encrypting Personal Data;
  - (b) ensuring confidentiality, integrity, availability and resilience of its systems and services;
  - (c) ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and
  - (d) regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.

7.7 The Client agrees that any Substitute appointed under clause 3.4 is a third-party processor of personal data under this agreement. The Consultant confirms that it will enter into a written agreement, which incorporates terms which are substantially similar to those set out in this clause 7, with the Substitute.

7.8 The Consultant shall have liability for and shall indemnify the Client for any loss (excluding any indirect and consequential loss), liability, costs (including legal costs), damages, or expenses resulting from any breach by the Consultant of the Data Protection Legislation and shall maintain in force full and comprehensive Insurance Policies.

## **8. Intellectual property**

8.1 Except as expressly provided in this agreement, nothing shall transfer any Intellectual Property Rights of the Consultant, to the Client.

8.2 The Consultant hereby assigns to the Client all existing and future Intellectual Property Rights in the Project Specific IPRs and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this agreement, the Consultant holds legal title in these rights and inventions on trust for the Client.

8.3 The Consultant warrants to the Client that:

- (a) it has not given permission and will not give permission to any third party to use any of the Project Specific IPRs;

- (b) it is unaware of any use by any third party of any of the Project Specific IPRs; and
  - (c) the use of the Project Specific IPRs, the Consultant Materials and/or any other Intellectual Property Rights by the Client will not infringe the rights of any third party.
- 8.4 The Consultant agrees to indemnify the Client and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred directly by the Client, or for which the Client may become liable, with respect to any intellectual property infringement claim or other claim relating to the Works supplied by the Consultant to the Client during the course of providing the Services (including in the Project Specific IPRs and Consultant Materials). The Consultant shall maintain adequate liability insurance coverage and ensure that the Client's interest is noted on the policy, and shall supply a copy of the policy to the Client on request. The Client may at its option satisfy this indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.
- 8.5 The Consultant grants to the client a royalty-free, non-exclusive, perpetual and irrevocable licence to use all and any Consultant Materials embedded in or in any other way forming part of the Works for any purpose whatsoever (including the right to grant sub-licenses in respect of the same to any third party).
- 8.6 The Consultant acknowledges that, except as provided by law, no further fees or compensation other than those provided for in the Commercial Proposal are due or may become due to the Consultant in respect of the performance of their obligations under this clause 8.

## **9. Insurance and liability**

- 9.1 Nothing in this agreement limits or excludes:
- (a) liability for deliberate default;
  - (b) liability for death or personal injury caused by negligence to the extent preserved by section 2(1) of the Unfair Contract Terms Act 1977;
  - (c) liability for fraud or fraudulent misrepresentation;
  - (d) liability for breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
  - (e) any liability that cannot legally be limited; or
  - (f) the Client's payment obligations under this agreement.

- 9.2 Subject to clause 9.1, the Consultant's total liability arising out of or in connection with this agreement whether in contract, tort (including negligence), breach of statutory duty or otherwise shall not exceed the value of the Charges paid to the Consultant under this agreement.
- 9.3 The Consultant shall have liability for and shall indemnify the Client for any loss (excluding loss of profit, indirect or consequential loss), liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Consultant, or a Substitute engaged by the Consultant of the terms of this agreement including any negligent or reckless act, omission or default in the provision of the Services and shall accordingly maintain in force during the Engagement full and comprehensive Insurance Policies.
- 9.4 During this agreement, the Consultant shall maintain employer's liability and public liability insurances in amounts to meet statutory requirements. In addition, the Consultant shall maintain in force professional indemnity insurance with a limit of at least £5 million for claims arising from a single event or series related events in a single calendar year. Any changes to this shall be subject to the parties' prior agreement.
- 9.5 The Consultant shall on request supply to the Client copies of such Insurance Policies and evidence that the relevant premiums have been paid.
- 9.6 The Consultant shall comply with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Consultant is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Consultant shall notify the Client without delay.

## **10. Termination**

- 10.1 Notwithstanding the provisions of clause 2.1, the Client may terminate the Engagement with immediate effect with no liability to make any further payment to the Consultant (other than in respect of amounts accrued before the Termination Date) if at any time the Consultant:
- (a) commits any gross misconduct affecting the Business of the Client;
  - (b) commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Client;
  - (c) is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);

- (d) makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made, or an administrator or receiver is appointed in relation to the Consultant; or
- (e) commits any offence under the Bribery Act 2010.

10.2 The rights of the Client under clause 10.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this agreement on the part of the Consultant as having brought the agreement to an end. Any delay by the Client in exercising its rights to terminate shall not constitute a waiver of these rights.

## **11. Obligations on termination**

On the Termination Date, the Consultant shall:

- (a) provide such co-operation and assistance as the Client may reasonably require for the purpose of a handover of any of the Services to the Client or a replacement supplier chosen by the Client;
- (b) immediately deliver to the Client all Client Property in their possession or under their control;
- (c) subject to the Client's data retention guidelines, irretrievably delete any information relating to the Business of the Client stored on any magnetic or optical disk or memory and all matter derived from such sources which is in their possession or under their control outside the premises of the Client; and
- (d) provide a signed statement that they have complied fully with their obligations under this clause 11, together with such evidence of compliance as the Client may reasonably request.

## **12. Status**

12.1 The relationship of the Consultant to the Client will be that of independent contractor and nothing in this agreement shall render them an employee, worker, agent or partner of the Client and the Consultant shall not hold themselves out as such.

12.2 This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant shall be fully responsible for and shall indemnify the Client for and in respect of:

- (a) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery

is not prohibited by law. The Consultant shall further indemnify the Client against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Client in connection with or in consequence of any such liability, deduction, contribution, assessment or claim [other than where the latter arise out of the Client's negligence or wilful default]; and

- (b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant or any Substitute against the Client arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Client.

12.3 The Client may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.

### **13. Notices**

13.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at the address given in this agreement or as otherwise notified in writing to the other party; or
- (b) sent by email to the addresses as agreed between the parties.

13.2 Unless proven otherwise, any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the address given in this agreement or given to the addressee;
- (b) 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
- (c) if sent by email, at the time of transmission.

13.3 If deemed receipt under clause 13.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 13.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

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



**14. Entire agreement**

- 14.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- 14.2 Each party acknowledges that in entering into this agreement 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 this agreement.
- 14.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

**15. Variation**

No variation of this agreement or of any of the documents referred to in it shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**16. Counterparts**

- 16.1 This agreement may be executed in any number of counterparts, each of which constitutes a duplicate original, but all the counterparts together constitute the one agreement.
- 16.2 No counterpart shall be effective until each party has delivered to the other at least one executed counterpart.

**17. Third party rights**

- 17.1 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 17.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

**18. Governing law**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**19. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).