

## TERMS OF BUSINESS FOR SERVICE PROVIDERS

### 1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms the following definitions and rules of interpretation apply:

**Assignment** means the period during which the Service Provider is Engaged by a Client to provide the Services.

**Client** means the person, company, firm or corporate body together with any subsidiary, holding company or associated company as defined in section 1159 of the Companies Act 2006 to which the Service Provider is Engaged to provide the Services.

**Confidential Information** means information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of ISL or the Client for the time being confidential to ISL or the Client and trade secrets including, without limitation, technical data and know-how relating to the business of ISL or the Client or any of their suppliers, customers, agents, distributors, shareholders, management or business contracts, including (but not limited to) information that the Service Provider or its 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** means the individual who is supplied by the Service Provider to carry out the Services for the Client.

**"Data Controller"** means (i) "data controller" in the Data Protection Act 1998 in respect of processing undertaken on or before 24 May 2018; and (b) "controller" in accordance with the General Data Protection Regulation (EU) 2016/679 in respect of processing undertaken on or after 25 May 2018;

**"Data Protection Legislation"** means all applicable laws and regulations, as amended or updated from time to time, in the United Kingdom relating to data protection, the processing of personal data and privacy, including without limitation, (a) the Data Protection Act 1998; (b) (with effect from 25 May 2018) the General Data Protection Regulation (EU) 2016/679; (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications); and (d) any legislation that replaces or converts into United Kingdom law the General Data Protection Regulation (EU) 2016/679, the proposed Regulation on Privacy and Electronic Communications or any other law relating to data protection, the processing of personal data and privacy resulting from the United Kingdom leaving the European Union;

**"Data Subject"** means as set out in, and will be interpreted in accordance with Data Protection Legislation;

**Engagement** means any engagement or use of the Service Provider on a temporary basis under a contract for services and 'engage' or 'engaged' shall be interpreted accordingly.

**Intellectual Property Rights** means patents, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and

renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

**ISL** means Incite Solutions Limited (company registration number 06060472) whose registered office is at Midway House, Staverton Technology Park, Herrick Way, Staverton, Cheltenham, Gloucestershire, GL51 6TQ.

**"Personal Data"** means as set out in, and will be interpreted in accordance with Data Protection Legislation;

**"Personal Data Breach"** means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in connection with this Agreement;

**"Process"** means as set out in, and will be interpreted in accordance with Data Protection Legislation and **"Processed"** and **"Processing"** will be construed accordingly;

**Regulations** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (SI 2003/3319) as amended by the Conduct of Employment Agencies and Employment Business (Amendment) Regulations 2007 and the Conduct of Employment Agencies and Employment Business (Amendment) Regulations 2010.

**Service Provider** means the personal service company which employs the Consultant and which contracts with ISL for the performance of the Services to the Client, and which ISL introduces to the Client either by way of the provision of the Consultant, by submission of CVs, or by way of an interview to ascertain the Consultant's suitability and experience or by such other method of introduction from time to time.

**Service Provider Assignment Details Form** means written confirmation of the Assignment to be given to the Service Provider by ISL pursuant to clause 3.6 in the same form as that set out in the Schedule.

**Services** means all services to be performed by the Service Provider detailed in these Terms.

**Terms** means these terms of engagement including the Schedule

**Valid Opt Out** means a notice of agreement between the Service Provider and the Consultant that regulations 32(1-8) of the Regulations do not apply in accordance with regulation 32(9) of the Regulations.

**Works** means all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Service Provider or the Consultant in connection with the provision of the Services.

1.2 The headings in these Terms are inserted for convenience only and shall not affect its construction.

1.3 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.

1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

1.6 In the case of a conflict between a clause and the contents of the Schedule, the relevant clause shall prevail.

## 2. THE CONTRACT

2.1 These Terms constitute a contract for services between ISL and the Service Provider and they govern all Assignments undertaken by the Service Provider. By commencing the assignment the Service Provider acknowledges and agrees to the Terms. For the avoidance of doubt, no contract shall exist between ISL and the Service Provider between Assignments.

2.2 The relationship of the Service Provider (and the Consultant) to ISL will be that of independent contractor and nothing in these Terms shall render the Service Provider (nor the Consultant) an employee, worker, agent or partner of ISL and the Service Provider shall not hold itself out as such and shall procure that the Consultant shall not hold himself out as such.

2.3. The Service Provider agrees to promptly, upon request, provide evidence relating to the construction and operations of the company and details of Consultant's status/engagement in order to assist ISL to comply with its contractual and legal obligations.

2.4. The Service Provider agrees, and shall procure that Consultant agrees, to promptly provide to ISL any information requested by ISL that may be required to satisfy statutory legislation and reporting requirements relating thereto.

## 3. ASSIGNMENTS

3.1 ISL will use its reasonable endeavours to obtain suitable Assignments for the Service Provider.

3.2 The Service Provider acknowledges and agrees that:

3.2.1 there may be periods when no suitable work is available for the Service Provider;

3.2.2 suitability for Assignments shall always be determined solely by ISL in conjunction with the Client; and

3.2.3 ISL shall not incur any liabilities whatsoever to the Service Provider should it fail to find the Service Provider an Assignment.

3.3 If the Service Provider elects, at its option, to serve a Valid Opt Out on ISL, it shall serve such Valid Opt Out as soon as practicable, and in any event before the Service Provider and/or Consultant is introduced to a Client for the purpose of providing the Services. ISL accepts no liability whatsoever arising under or in the connection with the delay or failure of the Service Provider and/or Consultant to comply with its obligations under this clause 3.3.

3.4 For the purpose of calculating the average number of weekly hours spent by the Service Provider providing the Services on an Assignment, the start date for the relevant averaging period under the Working Time Regulations shall be the date on which the Consultant commences the first Assignment.

3.5 If, during the course of an Assignment, or within 6 months after the end of an Assignment, the Client wishes to employ the Consultant direct, this must be agreed in writing by ISL, the Service Provider acknowledges and agrees that ISL shall be entitled to:

3.5.1 charge the Client a fee; or

3.5.2 agree an extension for the Assignment with the Client.

3.6 At the same time as an Assignment is offered to the Service Provider ISL shall provide the Service Provider with a Service Provider Assignment Details Form.

## 4. PERFORMANCE OF THE SERVICES

4.1 During the Engagement the Service Provider shall, and shall procure that the Consultant shall:

4.1.1 provide the Services to the Client with all due care, skill and ability;

4.1.2 comply with all standards of safety and comply with any health and safety procedures, hours of work, rules and regulations and security requirements from time to time in force at the premises where the Services are provided which have either been drawn to the attention of the Service Provider and/or the Consultant or which the Service Provider and/or the Consultant should be reasonably expected to ascertain;

4.1.3 take all reasonable steps to safeguard his own health and safety and that of any other person who may be present or be affected by his actions on the Assignment;

4.1.4 report to the Client and/or ISL as applicable any unsafe working conditions or practices;

4.1.5 meet any performance dates for the Services specified by the Client and notified to the Service Provider by ISL and/or the Client.

4.2 In providing the Services, the Service Provider shall, and shall procure that the Consultant shall:

4.2.1 co-operate with the Client in all matters relating to the Services, and comply with all requests of the Client;

4.2.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Service Provider's industry, profession or trade; and

4.2.3 use personnel, which for the avoidance of doubt includes the Consultant, who are suitably skilled and experienced to perform tasks assigned to them.

4.3 The Service Provider shall, and shall procure that the Consultant shall, at all times comply with the following conditions when providing the Services:

4.3.1 not engage in any conduct detrimental to the Client;

4.3.2 comply with all reasonable requests regarding the scope of the Services made by the Client.

4.4 The Service Provider shall procure that the Consultant is present during the times, or for the total number of hours during each day and/or week, as may be agreed with the Client.

4.5 Unless it or s/he has been specifically authorised to do so by the Client and/or ISL:

4.5.1 neither the Service Provider nor the Consultant shall have any authority to incur any expenditure in the name of or for the account of the Client and/or ISL; and

4.5.2 the Service Provider shall not, and shall procure that the Consultant shall not, hold

itself out as having authority to bind the Client and/or ISL.

- 4.6 The Service Provider shall, prior to the commencement of the Assignment, supply ISL with a copy of its certificate of incorporation and VAT registration certificate, if applicable.
  - 4.7 If, in respect of any Assignment, the Service Provider and/or the Consultant is required by law, any professional body or by the Client to hold any qualifications and/or authorisations, the Service Provider shall, and shall procure that the Consultant shall, provide ISL with up to date copies of such qualifications or authorisations. For the avoidance of doubt, this includes any documentation evidencing that the Consultant has the right to live and work in the United Kingdom. The Service Provider consents, and shall procure that the Consultant consents, to the disclosure of such qualifications and authorisations to the Client.
  - 4.8 If the Consultant is unable to provide the Services due to illness or injury the Service Provider shall advise ISL and the Client of that fact within one hour of the commencement of the Assignment or shift. For the avoidance of doubt, no fees shall be payable to the Service Provider in respect of any period during which the Services are not provided.
  - 4.9 The Service Provider may, with the prior written agreement of the Client and subject to the following proviso, appoint a suitably qualified and skilled substitute (**Substitute**) to perform the Services instead of the Consultant, provided that:
    - 4.9.1 the Substitute possesses the necessary skills, expertise and resources to fulfil the Services in the reasonable opinion of the Client and/or ISL;
    - 4.9.2 the Services to be provided remain as specified by the Client;
    - 4.9.3 no delay or reduction in quality shall occur due to the lack of technical or Client knowledge held by the Substitute;
    - 4.9.4 the Substitute complies with all the obligations of the Consultant; and
    - 4.9.5 if the Service Provider has elected to serve a Valid Opt Out on ISL pursuant to clause 3.3, the Service Provider has procured a Valid Opt Out from the Substitute.
  - 4.10 If the Client agrees to Substitute, the Service Provider shall continue to invoice ISL and the Service Provider shall be responsible for the remuneration of the Substitute.
  - 4.11 The Client shall have no right to, nor shall seek to, exercise any direction, control or supervision over the Supplier in the provision of the services. The Supplier shall co-operate with the Client's reasonable requests within the scope of the services, however it is acknowledged that the Supplier shall have autonomy over their working methods.
  - 4.12 Any reference in these Terms to the Consultant shall be deemed to include a reference to any Substitute for such Consultant as may be Engaged by the Service Provider from time to time in accordance with clause 4.9.
  - 4.13 To the extent the Agency Worker Regulations 2010 (**AWR**) apply to the Consultant Engaged on an Assignment the Service Provider acknowledges and agrees that ISL has provided, or shall be deemed to have provided, the Service Provider with all information necessary to discharge ISL's obligations under the AWR.
5. **REMUNERATION**
    - 5.1 ISL shall pay the Service Provider the rate specified in the applicable Service Provider Assignment Details Form.
    - 5.2 The Service Provider shall maintain complete and accurate records of the time spent by the Consultant in providing the Services on weekly or monthly worksheets.
    - 5.3 Any time worked by the Consultant on behalf of the Service Provider in excess of those set out in the Schedule must be authorised by the Client in advance.
    - 5.4 The Service Provider shall ensure that:
      - 5.4.1 worksheets are authorised by the Client;
      - 5.4.2 worksheets are submitted to ISL within 7 days of the last working day covered by the worksheet and by 12:00pm on the Monday following the last week in a pay period; and
      - 5.4.3 worksheets are accompanied by a properly rendered invoice showing VAT payable where applicable. (unless self-billing)
    - 5.5 Provided that the Service Provider has submitted a worksheet in accordance with clause 5.4 ISL shall pay each invoice 30 days in arrears.
    - 5.6 For the avoidance of doubt the Service Provider shall not be entitled to claim payment in respect of any invoices not supported by fully, correctly completed and authorised worksheets.
    - 5.7 ISL shall be entitled to deduct from the fees (and any other sums) due to the Service Provider any sums that the Service Provider or the Consultant may owe to ISL at any time.
    - 5.8 Payment in full or in part of the fees claimed under clause 5 shall be without prejudice to any claims or rights of ISL against the Service Provider and/or the Consultant in respect of the provision of the Services.
    - 5.9 Subject to any statutory entitlement under the relevant legislation, the Service Provider is not entitled to receive payment from ISL or the Client for time not spent by the Consultant on Assignment, whether in respect of holidays, illness or absence for any other reason.
    - 5.10 For the purposes of the Working Time Regulations, the Service Provider acknowledges and agrees that the Consultant's working time shall only consist of those periods during which he is carrying out his activities or duties for the Client as part of the Assignment. For the avoidance of doubt any time spent travelling to the Client's premises, lunch breaks and any other rest breaks shall not count as part of the Consultant's working time for these purposes.
    - 5.11 ISL shall reimburse expenses properly and necessarily incurred by the Service Provider and/or Consultant during the Assignment, subject always to prior approval by the Client and the production of receipts or other appropriate evidence of payment by the Service Provider.
    - 5.12 For the avoidance of doubt, no fees shall be payable to the Service Provider in the event that an Assignment does not commence for whatever reason.
    - 5.13 ISL shall be entitled to withhold payment of any invoices if it has not received the documentation from the Service Provider set out in clause 4.6.

**6. CONFIDENTIALITY**

- 6.1 The Service Provider acknowledges that in the course of the Engagement it and/or the Consultant will have access to Confidential Information. The Service Provider has therefore agreed to accept the restrictions in this clause 6.
- 6.2 The Service Provider warrants that it shall not, and shall procure that the Consultant shall not (except in the proper course of its or his duties), either during the Engagement or at any time after the date of termination of any Assignment (**Termination Date**), use or disclose to any third party and shall use its best endeavours to prevent the publication and disclosure of any Confidential Information. This restriction does not apply to:
  - 6.2.1 any use or disclosure authorised by ISL and/or the Client;
  - 6.2.2 any use or disclosure required by law; or
  - 6.2.3 any information which is already in, or comes into, the public domain otherwise than through the Service Provider's or the Consultant's unauthorised disclosure.
- 6.3 At any stage during the Engagement, the Service Provider will promptly upon request return to the Client and/or ISL all and any property of the Client or ISL, as applicable, in its or the Consultant's possession and permanently delete and expunge any such information stored on any computer or other device with a facility for storing any such information.
- 6.4 The Service Provider shall immediately notify the Client and/or ISL should it become aware of the possession, use or knowledge of the Confidential Information by an unauthorised third party at any time and shall provide such assistance as is reasonable to deal with such an event.
- 6.5 At the Client's request the Service Provider shall sign, and procure that its Consultant shall sign, any confidentiality agreement as required by the Client in the course of an Assignment.

**7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1 The Service Provider warrants to ISL that it has obtained from the Consultant a written and valid assignment of all existing and future Intellectual Property Rights in the Works and of all materials embodying such rights and a written irrevocable waiver of all the Consultant's statutory moral rights in the Works, to the fullest extent permissible by law, and that the Consultant has agreed to hold on trust for the Service Provider any such rights in which the legal title has not passed (or will not pass) to the Service Provider. The Service Provider agrees to provide to ISL a copy of this assignment on or before the date on which the Engagement commences.
- 7.2 The Service Provider agrees to assign to the Client all existing and future Intellectual Property Rights in the Works and all materials embodying such rights to the fullest extent permitted by law. Insofar as they do not so vest automatically by operation of law or under these Terms, the Service Provider holds legal title in such rights and inventions on trust for the Client.
- 7.3 The Service Provider warrants that:
  - 7.3.1 it has not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;

- 7.3.2 it is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and
  - 7.3.3 the use of the Works or the Intellectual Property Rights in the Works by the Client will not infringe the rights of any third party,
- and confirms that the Consultant has given written undertakings in the same terms to the Service Provider.

- 7.4 The Service Provider shall, promptly at ISL's and /or the Client's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Client may from time to time require for the purpose of securing for the Client all right, title and interest in and to the Intellectual Property Rights assigned to the Client.

**8. DATA PROTECTION**

- 8.1. The parties hereto
  - 8.1.1. acknowledge this clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation;
  - 8.1.2. acknowledge that for the purposes of the Data Protection Legislation, Employment Business is a Data Controller and the Contractor is a Data Controller but they are not Joint Controllers (as defined in the Data Protection Legislation) unless a specific agreement is made to that effect between the parties;
  - 8.1.3. agree that the Representative is not Client's Data Processor (as defined within Data Protection Legislation) save where agreed otherwise within an Assignment Schedule and subject to additional terms and conditions;
  - 8.1.4. warrant to each other that any Personal Data relating to a Data Subject, whether provided by Client, by Employment Business, by Contractor or by Representative, will be used, Processed and recorded by the receiving party in accordance with Data Protection Legislation and for the purposes of fulfilling this Agreement;
  - 8.1.5. shall ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
  - 8.1.6. will take appropriate technical and organisational measures to adequately protect all Personal Data against accidental loss, destruction or damage, alteration or disclosure;
  - 8.1.7. will provide reasonable assistance to the other in responding to any request from a Data Subject with respect to data subject access requests and other data subject rights, data security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 8.1.8. will promptly notify the other on becoming aware of a suspected or actual Personal Data breach relevant to Personal Data transferred pursuant to this Agreement; and

- 8.1.9. will maintain complete and accurate records and information to demonstrate their compliance with this clause 8.1.
- 8.2. Contractor understands and shall ensure that Representative understands and consents that in providing Services, Personal Data relating to Representative will be collected by Employment Business and passed to Client in the course of the administration of the agreement between Employment Business and Client. Contractor shall ensure Representative understands that in providing Services, Client and/or Employment Business, or anyone processing data on behalf of Client and/or Employment Business, may transfer Personal Data relating to Representative outside the European Economic Area.
- 8.3. The Contractor will and will procure that Representative will when requested so to do by Employment Business, make available to Employment Business all information necessary to demonstrate compliance with the obligations associated with Data Protection Legislation and clause 3 and will allow for audits and inspections (upon reasonable notice) in order to demonstrate compliance.
- 8.4. Notwithstanding clauses 8.1.7 and 8.1.8, in the event of a suspected or actual Personal Data Breach, Contractor will promptly (at its own expense) provide such information, assistance and cooperation and do such things as Employment Business may request to -
  - 8.4.1. investigate and defend any claim or regulatory investigation;
  - 8.4.2. mitigate, remedy and/or rectify such breach; and
  - 8.4.3. prevent future breaches.
- 8.5. Contractor will not, and will procure that Representative will not, release or publish any filing, communication, notice, press release or report concerning any Personal Data Breach without the prior written approval of Employment Business.
- 8.6. Contractor understands, and shall ensure that Representative understands, that in providing Services Personal Data may be Processed in order to comply with Employment Business's and Client's or associated employment intermediaries' legal obligations, including reporting Assignment details to HMRC. Contractor warrants that Representative has expressly consented to such Processing (including any such transfer) on the understanding that any Personal Data is processed fairly and lawfully in accordance with the Data Protection Legislation. Contractor acknowledges, and shall ensure Representative acknowledges, that information provided in relation to clauses 2.3 and 2.4 may be disclosed by Employment Business to a third party specifically for the purposes of complying with statutory legislation.
- 9. **INSURANCE AND LIABILITY**
- 9.1 The Service Provider shall have liability for and shall indemnify ISL against any loss, liability, costs (including reasonable legal costs), damages or expenses arising from:
  - 9.1.1 any breach by the Service Provider or the Consultant engaged by it of these Terms including any negligent or reckless act, omission or default (wilful or otherwise) in the provision of the Services; and
  - 9.1.2 any failure by the Service Provider to comply with its obligations under the AWR.
- 9.2 Except as otherwise agreed with ISL, the Service Provider shall maintain in force during the Engagement full and comprehensive employer's liability insurance cover, professional indemnity insurance cover and public liability insurance cover (**Insurance Policies**) with reputable insurers at a suitable level of cover for the provision of the Services.
- 9.3 The Service Provider warrants that in the event it uses a motor vehicle in connection with the provision of the Services to the Client it has in force up-to-date motor vehicle insurance that covers such business use.
- 9.4 The Service Provider shall on request supply to ISL copies of such Insurance Policies and evidence that the relevant premiums have been paid.
- 9.5 The Service Provider shall comply (and shall procure that the Consultant complies) with all terms and conditions of the Insurance Policies at all times.
- 9.6 The agreement between the parties under these Terms constitutes a contract for the provision of Services and not a contract of employment and accordingly the Service Provider shall be fully responsible for and shall indemnify ISL for and in respect of:
  - 9.6.1 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 either the performance of the Services or any payment or benefit received by the Consultant in respect of the Services, where such recovery is not prohibited by law. The Service Provider shall further indemnify ISL against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by ISL in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;
  - 9.6.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant against ISL arising out of or in connection with the provision of the Services.
- 9.7 ISL may at its option satisfy any indemnity given by the Service Provider in this clause 9 (in whole or in part) by way of deduction from payments due to the Service Provider.
- 9.8 The Service Provider warrants that it is not nor will it prior to the cessation of this agreement, become a Managed Service Company, within the meaning of section 61B, Income Tax (Earnings and Pensions) Act 2003.
- 10. **TERMINATION**
- 10.1 ISL may terminate the Engagement with immediate effect without notice and without any liability to make any further payment to the Service Provider (other than in respect of amounts accrued prior to the Termination Date) if at any time:
  - 10.1.1 the Client finds the Service Provider and/or the Consultant to be negligent, inefficient, incompetent or technically unsuitable;

- 10.1.2 the Client advises ISL that the Service Provider and/or the Consultant has, in its reasonable view, committed an act of misconduct which makes it unacceptable for the Client to continue to receive the Services;
- 10.1.3 the Service Provider and/or the Consultant breaches any of these Terms and fails to remedy such breach within seven days of notice being given by ISL to the Service Provider that such breach requires remedy;
- 10.1.4 the Service Provider and/or the Consultant refuses or neglects to comply with any reasonable and lawful requests of ISL;
- 10.1.5 the Assignment fails to commence for whatever reason;
- 10.1.6 the Service Provider and/or the Consultant are convicted of any criminal offence which, in the reasonable opinion of ISL, could affect ISL or the Client's reputation;
- 10.1.7 the Service Provider and/or the Consultant commits any fraud or dishonesty or acts in any manner which in the opinion of the Client and/or ISL brings or is likely to bring the Client and/or ISL into disrepute or is materially adverse to the interests of the Client and/or ISL;
- 10.1.8 the Consultant has a county court administration order made against him under the County Court Act 1984;
- 10.1.9 the Service Provider 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 Service Provider;
- 10.1.10 the Client 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 Client;
- 10.1.11 the Service Provider is unable to fulfil the agreement under these Terms for any reason;
- 10.1.12 the agreement between the Client and ISL is terminated forthwith by the Client for any reason; or
- 10.1.13 the Client fails to make payment to ISL in accordance with any of its agreements with ISL for the provision of Services. For the avoidance of doubt this clause 10.1.13 is not restricted to the Client's failure to pay for the Service Provider's Services provided pursuant to the agreement under these Terms.
- 10.2 The rights of ISL 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 Service Provider as having brought the Engagement to an end. Any delay by ISL in exercising its rights to terminate shall not constitute a waiver thereof.
- 10.3 Without prejudice to the foregoing, either party may terminate the Engagement with immediate effect by giving the other party the notice in writing set out in the Service Provider Assignment Details Form.
- 10.4 Notice is deemed effectively given on the date of issue by ISL (unless mutually agreed directly between the Client and Service Provider). The date of issue will count as the first day of notice unless otherwise specified.
- 11. OBLIGATIONS ON TERMINATION**
- 11.1 On the Termination Date the Service Provider shall, and shall procure that the Consultant shall:
- 11.1.1 immediately deliver to ISL and/or the Client all property of ISL and/or the Client, as applicable, which is in its or his possession or under its or his control;
- 11.1.2 irretrievably delete and expunge any information relating to the business of ISL and/or the Client or any Group Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its or his possession or under its or his control outside the premises of the Client; and
- 11.1.3 provide a signed statement that it or he has complied fully with its or his obligations under this clause 11 if so requested by ISL and/or the Client.
- 12. RESTRICTION**
- 12.1 The Service Provider undertakes that it shall not, and shall procure that the Consultant shall not, enter into any agreement, whether directly or indirectly, to supply services of a similar nature to the Client or Group Company or to the Client's clients, for a period of 6 months following the Termination Date.
- 12.2 The Service Provider acknowledges and agrees that the restriction in clause 12.1 is fair and reasonable in view of the significant resources expended by ISL in sourcing its Client and/or Assignments.
- 13. GENERAL**
- 13.1 **Notices.** All notices in connection with the agreement under these Terms shall be in writing, addressed to the recipient at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first-class post, recorded delivery, fax or e-mail. Notices shall be deemed to have been received: if delivered personally, when left at the address referred to above; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second working day after posting; or, if sent by fax or e-mail, one working day after transmission. This clause 13.1 shall not apply to the service of any proceedings or other documents in any legal action.
- 13.2 **No Amendments.** Unless otherwise agreed in writing by all parties, these Terms shall prevail over any other terms of business or purchase conditions put forward by the Service Provider. No variation or alteration of these Terms shall be valid unless approved in writing by all parties.
- 13.3 **Assignment and Sub-Contracting.** The Service Provider may (with the prior written consent of ISL), assign, transfer, sub-contract, mortgage,

charge or deal in any other manner with the agreement under these Terms or any of its rights and obligations under or arising out of the agreement under these Terms, or purport to do any of the same.

- 13.4 **Entire Agreement.** These Terms together with any applicable Service Provider Assignment Details Form constitute the whole agreement between the parties and supersedes all previous agreements, representations or understandings, whether written or oral, between the parties relating to its subject matter. Each party acknowledges that, in entering into the agreement under these Terms, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these Terms.
- 13.5 **Force Majeure.** Neither Party shall have any liability under or be deemed to be in breach of these Terms for any delays or failures in performance of its obligations which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 4 weeks, either Party may terminate the Engagement by written notice to the other Party.
- 13.6 **Waiver.** No failure or delay by ISL in exercising any right, power or privilege under these Terms shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in these Terms are cumulative and not exclusive of any rights and remedies provided by law.
- 13.7 **Relationship of the Parties.** These Terms shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in these Terms. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 13.8 **Severance.** If any provision of these Terms is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision

shall, to the extent required, be severed from these Terms and rendered ineffective as far as possible without modifying the remaining provisions of the Terms, and shall not in any way affect any other circumstances of or the validity or enforcement of these Terms.

- 13.9 **Contracts (Rights of Third Parties) Act 1999.** Except as expressly provided elsewhere in these Terms, a person who is not a party to the agreement under these Terms shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 13.10 **Governing Law and Jurisdiction.** This agreement under these Terms 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. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Signed by
Print Name Alan Furley for and on behalf of ISL
Signed by
On behalf of the Service Provider.

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