



SUPPLY CHAIN SOLUTION LTD TERMS OF ENGAGEMENT OF SUB-CONTRACTORS

1. Interpretation

The definitions and rules of interpretation in this clause apply in these Conditions.

1.1 Definitions

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| “Business Day” | a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business. |
| “Company” | Supply Chain Solution Ltd (Registered in England and Wales with Company Number 06075296). |
| “Completion Date” | the date (if any) specified in the Order as the date by which the Services are to be provided by the Supplier. |
| “Conditions” | these terms of engagement of sub contractors. |
| “Contract” | the Conditions, the Order, any other documents referred to in the Order and any other instructions issued to the Supplier by the Company and/or the Customer whether verbal or in writing. |
| “Customer” | the Company’s customer to whom the Services are to be provided. |
| “Existing Customer” | means a person, company or other organisation to which the Supplier has provided services of the kind provided by the Supplier on behalf of the Company to the Customer pursuant to the Contract in the 12 months immediately preceding the Company first introducing that person, company or other organisation to the Supplier. |
| “Group Company” | means any company which is a subsidiary of the Supplier (whether a wholly or partly owned subsidiary) or which is a parent company of the Supplier (whether an immediate parent company, an intermediate parent company or the ultimate parent company) or any other company in which the Supplier or the Supplier’s shareholders own (directly or indirectly) 25% or more of the issued share capital. |
| “Order” | an order issued by the Company and/or (if permitted by the Company) direct from the Customer (copying in the Company) specifying the details of the Services required and other information relevant to the provision of the Services. |
| “Introduce” | (including all derivations thereof including introduces, introducing and introduced) means: (i) the Company requesting that the Supplier supply Services as a sub-contractor of the Company to any person, company or other organisation and/or (ii) the Company making the Supplier aware that a person, company or other organisation requires or may require services of the kind provided by the Supplier and the Supplier subsequently attending a meeting with that person, company or other organisation (whether with the Company or on its own) or the Supplier providing a quote and/or any services to that person, company or other organisation. |
| “Rates” | the latest rates agreed between the Supplier and the Company from time to time in writing provided that where specific rates have been agreed in writing from time to time in relation to the relevant Customer such agreed rates shall apply. |
| “Services” | the Services specified in the Order or otherwise agreed between the Company and the Supplier to be provided by the Supplier on behalf of the Company. |
| “Supplier” | the party to which the Order is issued. |
| “Termination” | the termination of the Contract however that termination occurs, including termination as a consequence of a breach of the Contract. |
| “VAT” | Value Added Tax chargeable under English law for the time being and any similar, additional tax. |

1.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.



- 1.3 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.4 A reference to **writing** or **written** includes email but not fax.
- 1.5 Clause headings shall not affect the interpretation of these Conditions.
- 1.6 References to clauses are to the clauses of these Conditions.

2. Basis of Contract

- 2.1. The Order constitutes an offer by the Company to purchase the Services from the Supplier in accordance with these Conditions
- 2.2. The Order shall be deemed to be accepted on the earlier of:
 - 2.2.1. the Supplier issuing written acceptance of the Order; and
 - 2.2.2. any act by the Supplier consistent with fulfilling the Order, at which point and on which date the Contract shall come into existence.
- 2.3. These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Supplier's Responsibilities

- 3.1. The Supplier shall provide the Services in accordance with the terms of the Contract and shall allocate sufficient resources to the provision of the Services to enable it to comply with this obligation. The Services will be provided by the Supplier on the Company's behalf to the Customer as directed by the Company. The Supplier acknowledges that there will be no contract between it and the Customer and that it shall not:
 - 3.1.1. deal directly with the Customer without the prior written agreement of the Company in accordance with clause 12.4 of the Conditions; or
 - 3.1.2. make contact with, or send any correspondence to, the Customer direct without the prior written agreement of the Customer. In the event that the Company provides its consent, the Supplier shall comply with any conditions attached to such consent.
- 3.2. The Supplier shall complete the provision of the Services by the Completion Date (where one is specified) or where no Completion Date is specified, within a reasonable period and as regards the time for provision of the Services, time is of the essence. If the Supplier fails to comply with this clause, the Company may (without prejudice to any other rights it may have):
 - 3.2.1. terminate the Contract in whole or in part without liability to the Supplier;
 - 3.2.2. refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - 3.2.3. purchase substitute Services from elsewhere;
 - 3.2.4. hold the Supplier accountable for any loss and additional costs incurred; and
 - 3.2.5. have all sums previously paid by the Company to the Supplier under the Contract refunded by the Supplier.
- 3.3. The Supplier shall:
 - 3.3.1. co-operate with the Company and, where appropriate, the Customer in all matters relating to the Services;
 - 3.3.2. comply with all reasonable instructions from the Company, and where appropriate the Customer, as regards the provision of the Services;
 - 3.3.3. use reasonable skill and care in the performance of the Services;
 - 3.3.4. perform the Services in accordance with any service levels specified in the Order or otherwise agreed between the Company and the Supplier.
- 3.4. The Supplier shall:
 - 3.4.1. observe and ensure that all its employees and agents observe all health and safety rules and regulations and any other security requirements that apply at the Customer's premises or any other place where the Services are to be provided;
 - 3.4.2. notify the Company as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Services; and
 - 3.4.3. before the date on which the Services are to start, obtain and at all times maintain all necessary licenses and consents and comply with all relevant legislation in relation to the provision of the Services.
- 3.5. The Supplier confirms that it has all relevant skills and expertise required for the purpose of providing the Services.



- 3.6. Where the Supplier provides Services to more than one Customer such supply shall be treated as a separate Contract in relation to each Customer even if there is not a separate Order for each Customer. The Services provided on behalf of the Company to any particular Customer by the Supplier shall therefore be regarded as a separate Contract that can be severed from any other provision of Services by the Supplier in relation to other Customers. The termination of any Contract in relation to a particular Customer is without prejudice to and shall not affect the continuance of any other Contract between the Company and the Supplier in relation to other Customers save as provided for in clause 11.6.
- 3.7. The Supplier will keep records of all Services provided by it pursuant to each Contract including but not limited to, the Order, proofs of delivery, copy bill of lading and copies of any instructions or complaints from the Customer for at least six years after the completion of the relevant Services.
- 3.8. The Supplier will provide the Services in its own name and not in the name of the Company unless the Company requests the Supplier to do so in writing. The Supplier will not suggest or imply to the Customer that the Supplier is in any way connected with the Company other than as its sub-contractor.
- 3.9. The Contract shall apply irrespective of which of the Supplier's brand or trade names is used when providing the Services.

4. Company's Obligations

- 4.1. The Company shall:
- 4.1.1. supply the Supplier with such details as are in the opinion of the Company necessary for the provision of the Services;
- 4.1.2. co-operate with the Supplier insofar as is reasonable in all matters relating to the Services;
- 4.1.3. provide such other information as the Supplier may reasonably request and which the Company considers reasonably necessary in order to carry out the Services in a timely manner.

5. Charges and Payment

- 5.1. In consideration of the provision of the Services by the Supplier, the Company shall pay the charges, which shall be calculated in accordance with the Rates.
- 5.2. The Supplier will record any job where it acts as sub-contractor for the Company in its records with the prefix "SCS - SC".
- 5.3. The Company shall be entitled, at its own expense, to review, analyse and / or audit the Supplier's records to ensure the Supplier's compliance with the terms of the Contract. The Supplier shall co-operate with all reasonable requests for information by the Company pursuant to this clause and shall permit the Company to have access to its premises and records during normal office hours for this purpose. The Company shall be entitled to have the records referred to in this clause analysed by an independent third party of its choosing and if the Company elects to do so the Supplier will co-operate with and permit such access to its premises and records to that third party as it would be obliged to provide to the Company.
- 5.4. Unless otherwise agreed in writing between the Company and the Supplier, the Company shall pay each invoice which is properly due and submitted to it by the Supplier within 30 days of the end of the month in which the invoice is issued.
- 5.5. Without prejudice to any other right or remedy it may have, the Company shall be entitled to set off any amount which is at any time owing to or claimed by the Company from the Supplier (or another Group Company) against any amount payable by the Company to the Supplier (or another Group Company) or otherwise claimed from the Company by the Supplier (or another Group Company) in each case, whether under the Contract or otherwise.
- 5.6. The Supplier shall not set off against any sum due to the Company (whether under the Contract or otherwise) any sum due to or claimed by the Supplier (or another Group Company) from the Company (whether under the Contract or otherwise).

6. Quality of Services

- 6.1. The Supplier warrants to the Company that:
- 6.1.1. the Supplier will perform the Services with reasonable care and skill and in accordance with generally recognised commercial practices and standards in the relevant field;
- 6.1.2. the Services will be provided in accordance with all applicable legislation from time to time in force, and the Supplier will inform the Company as soon as it becomes aware of any changes in that legislation;
- 6.1.3. the Services will conform with the instructions in the Order and all other instructions provided by the



Company and/or the Customer to the Supplier;

- 6.1.4. the Supplier will provide at its own expense any materials and equipment required to perform the Services.
- 6.2. The Company's rights under the Contract are in addition to the statutory terms implied in favour of the Company by the Supply of Goods and Services Act 1982 and any other statutes.
- 6.3. The provisions of this clause shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any substituted or remedial services provided by the Supplier.

7. Goodwill

- 7.1. The Supplier shall not act in any way, whether in the course of providing the Services or otherwise, that may cause damage to the reputation or goodwill of the Company and shall procure that its employees, agents, subcontractors and assigns shall not so act.
- 7.2. The Company shall be entitled to terminate the Contract in the event that the Supplier breaches its obligations under clause 7.1 or if the Company considers that any act or omission of the Supplier is damaging to or may damage the Company's goodwill or reputation.
- 7.3. The Supplier will not either during the continuance of the Contract or after its termination for any reason represent itself as connected with the Company.

8. Insurance

- 8.1. During the term of the Contract and for a period of six years thereafter, the Supplier shall maintain in force with a reputable insurance company appropriate insurance sufficient to cover the Supplier's liability to the Company under or in connection with the Contract including adequate goods in transit insurance cover for its liabilities under the Contract and/or under the Convention on the Contract for the International Carriage of Goods by Road ("CMR") (where applicable) and/or any other international convention as applicable to the Services and shall, at the Company's request, produce both the insurance certificates giving details of cover and the receipt for the current year's premiums.
- 8.2. The provisions of this clause 8 shall survive termination of the Contract however arising.

9. Liability of the Company

- 9.1. Other than the obligation to make payment to the Supplier in accordance with the terms of the Contract, in consideration of the provision of the Services, the entire liability of the Company to the Supplier shall be limited to the greater of the agreed price for the provision of the Services (or the relevant part thereof) or the amount of insurance actually available to the Company to meet the claim in question, whether such liability arises in relation to or in connection with or as a result of the breach of the Contract by the Company or otherwise.
- 9.2. Nothing in clause 9.1 shall exclude the Company's liability for fraud or fraudulent misrepresentation or for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors.

10. Confidentiality

- 10.1. The Supplier shall keep in strict confidence all information, documents, data and specifications relating to the Services generally and the Customers ("**Confidential Information**") which have been disclosed to the Supplier by the Company, its employees, agents, consultants or sub-contractors. The Supplier shall not use, disclose or dispose of any such information other than for the purposes of complying with its obligations under the Contract or as required by law. The Supplier acknowledges that the Confidential Information is the property of the Company and shall be kept in safe custody by the Supplier while in its possession.
- 10.2. Each party shall keep in strict confidence all information which it obtains (whether from the other party or otherwise) regarding the business of the other party ("**Information**") and shall not use or disclose the same except for the purpose of complying with its obligations under the Contract. This provision shall not apply to information which is publicly available other than as a result of a breach of this clause. Nothing in this clause shall prevent the disclosure of information to professional advisers for the purpose of seeking advice in connection with the Contract or the Services or disclosure required by law.
- 10.3. For the avoidance of doubt, the Supplier will not disclose any Confidential Information or any Information (other than as permitted by clauses 10.1 or 10.2) to any third party (including a Group Company) which acquires or expresses an interest in acquiring the business and/or assets of the Supplier or any part thereof with a view to carrying on the business or part thereof previously carried on by the Supplier.



11. Termination

- 11.1. Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving written notice to the other if:
- 11.1.1. the other party commits a material breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 Business Days of that party being notified in writing of the breach and requested to remedy the same; or
 - 11.1.2. the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or
 - 11.1.3. the other party suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due; or
 - 11.1.4. the other party enters into or takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, the other party enters into or becomes subject to any analogous procedure in the relevant jurisdiction; or
 - 11.1.5. the other party suspends or ceases or threatens to suspend or cease to carry on all or a substantial part of its business.
- 11.2. Without limiting its other rights or remedies, either party may terminate the Contract by giving at least 3 months' written notice to the other party.
- 11.3. The Company may terminate the Contract with immediate effect by giving notice in writing to the Supplier in the event that 25% or more of the voting rights in relation to the Supplier become controlled by (whether directly or indirectly) any company, body, person or organisation which the Company considers to be a competitor or which the Company considers it is undesirable for it to be associated with.
- 11.4. On Termination for any reason (including termination otherwise than as permitted by these Conditions), the Supplier shall:
- 11.4.1. immediately deliver to the Company all Confidential Information and Information and copies thereof. To the extent that the Supplier has electronic copies of any Confidential Information or Information these shall also be returned to the Company or, at the Company's sole discretion, permanently deleted to the Company's satisfaction;
 - 11.4.2. upon request by the Company, make available for collection by or on behalf of the Company any goods held by the Supplier on behalf of the Company or the Customer and for the avoidance of any doubt the Supplier shall not at any time (whether before or after Termination) have a general or particular lien on any such goods;
 - 11.4.3. upon request by the Company, procure that any subcontractors of the Supplier make available for collection by or on behalf of the Company any goods held by such subcontractors on behalf of the Company or the Customer.
- 11.5. If the Supplier fails to fulfil its obligation under clause 11.4 then the Company may enter the Supplier's premises and take possession of any such items or goods which should have been returned or made available for collection under clause 11.4. Until they have been returned or repossessed, the Supplier shall be solely responsible for their safekeeping notwithstanding that the Contract may have been terminated.
- 11.6. For the avoidance of doubt, where the Supplier provides Services in relation to more than one Customer such that, in accordance with clause 3.6, the supply to each Customer is regarded as a separate Contract, any event in relation to a Contract in relation to a particular Customer which gives rise to a right to terminate that specific Contract shall entitle the party entitled to terminate all the individual Contracts between the Supplier and the Company. The party entitled to terminate shall not, however, be obliged to terminate all the individual Contracts in relation to each Customer if it does not wish to do so. The party entitled to terminate may terminate only the particular Contract in relation to which the right to terminate has arisen and any other Contracts in relation to other Customers between the Company and the Supplier can continue in force.

12. Supplier Restrictions

- 12.1. In this clause 12 the following phrases shall have the meanings set out next to them:
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| "Restricted Customer" | any person, firm or company other than an Existing Customer who at any time during the 12 months prior to Termination was a client or customer of |
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- or in the habit of dealing with the Company in relation to the Restricted Services and for whom the Supplier has provided services on behalf of the Company.
- “Restricted Person” anyone employed or otherwise engaged (including as a sub-contractor) by the Company in the 12 months prior to Termination and who was involved in the delivery of any of the Company’s services to any Restricted Customer.
- “Restricted Services” services of the same kind or of a materially similar kind as those provided by the Supplier on behalf of the Company during the 12 months immediately prior to Termination.
- 12.2. During the continuance of the Contract the Supplier will not without the prior written agreement of the Company:
- 12.2.1. offer to provide to the Customer any services of the kind or materially similar to that which the Supplier provides on behalf of the Company to the Customer; or
 - 12.2.2. solicit from the Customer work or business of the kind or materially similar to that which the Supplier provides on behalf of the Company to the Customer; or
 - 12.2.3. provide to the Customer any services of the kind or materially similar to that which the Supplier provides on behalf of the Company to the Customer; or
 - 12.2.4. offer to employ or engage or otherwise endeavour to entice away from the Company any employee, agent or subcontractor of the Company; or
 - 12.2.5. employ or engage any employee, agent or subcontractor of the Company.
- 12.3. The Supplier will not at any time in the 12 months after the date of Termination without the Company’s prior written agreement:
- 12.3.1. solicit or endeavour to entice away from the Company the business of a Restricted Customer with a view to providing Restricted Services to that Restricted Customer or offer to provide any Restricted Services to a Restricted Customer; or
 - 12.3.2. provide any Restricted Services to a Restricted Customer; or
 - 12.3.3. offer to employ or engage or otherwise endeavour to entice away from the Company any Restricted Person; or
 - 12.3.4. employ or engage any Restricted Person; or
 - 12.3.5. cause or encourage a Restricted Customer to reduce or not do business with the Company.
- 12.4. For any prior written agreement of the Company to be valid in accordance with clause 12.2 or clause 12.3 it must be signed by a director of the Company and specify the Services, Customer and period for which the restrictions in this clause 12 shall not apply. The Company reserves the right to withdraw its agreement at any time, upon which the restrictions in this clause 12 shall continue to apply to the Supplier.
- 12.5. The restrictions imposed on the Supplier by this clause 12 apply to it acting:
- 12.5.1. directly or indirectly; and/or
 - 12.5.2. on its own behalf; and/or
 - 12.5.3. on behalf of, or in conjunction with, any other firm, company or person whether as an employee, officer, subcontractor, agent or otherwise.
- 12.6. The Company is entitled to enforce any of the restrictions in this clause 12 against the Supplier in respect of any Contract (the same to have the meaning set out in clause 1.1 of these Conditions and as further set out in clause 3.6).
- 12.7. Each of the restrictions in each of the sub sections of this clause 12 is intended to be separate and severable. If any of the restrictions shall be held to be void but would be valid if part of their wording were deleted, such restrictions shall apply with such deletion as may be necessary to make it valid or effective.
- 12.8. The Supplier acknowledges that there is substantial goodwill attached to the Company’s customers and recognises therefore that the restrictions set out in this clause 12 are reasonable. The Supplier agrees that as between the Supplier and the Company, the Customers shall belong to the Company. The Supplier further recognises that the restrictions in this clause 12 are reasonable as consideration for the Supplier having been afforded the opportunity to provided the Services which it would not otherwise have had.
- 12.9. Nothing in this clause 12 shall prevent or shall be interpreted as preventing the Supplier providing the Services to the Company pursuant to the Contract during the continuance of the Contract. The supply of the Services by the Supplier under the Contract shall not amount to a breach of this clause 12.
- 12.10. The provisions of clause 12 shall survive Termination and shall continue to apply notwithstanding Termination.



13. Remedies

- 13.1. If any Services are not supplied in accordance with, or the Supplier fails to comply with any terms of, the Contract, the Company shall be entitled (without prejudice to any other right or remedy) to exercise any one or more of the following rights or remedies:
- 13.1.1. to rescind the Contract (and any and/or all other individual contracts between the Company and the Supplier in relation to other Customers); or
 - 13.1.2. to refuse to accept the provision of any further Services by the Supplier (whether in relation to the Contract or any other contracts between the Company and the Supplier in relation to other Customers) and to require the immediate repayment by the Supplier of all sums previously paid by the Company to the Supplier under the Contract and/or any other contracts between the Company and the Supplier in relation to other Customers; or
 - 13.1.3. to require the Supplier without charge to the Company to carry out such additional work as is necessary to correct the Supplier's failure; and
 - 13.1.4. in any case, to claim such damages as it may have sustained in connection with the Supplier's breach (or breaches) of the Contract.

14. Force Majeure

The Company reserves the right to defer the date of performance of or payment for the Services or to terminate the Contract if it is prevented from, or delayed in, carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service of transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law of Governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

15. Variation

Except as regards verbal instructions issued to the Supplier by the Company as regards the Services, no variation of the Contract shall be valid unless it is in writing and signed by a director of the Company and by a director of the Supplier.

16. Waiver

- 16.1. Failure to exercise or any delay in exercising any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- 16.2. A waiver (which may be given subject to conditions) of any right or remedy provided under the Contract or by law shall only be effective if it is in writing.
- 16.3. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

17. Severance

- 17.1. If any provision of these Conditions (or part of any provision) is found by any Court or any other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed not to form part of the Contract and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 17.2. If a provision of these Conditions (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with a minimum modification to make it legal, valid and enforceable.

18. Entire Agreement

- 18.1. The Contract constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of the Contract.
- 18.2. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty of any person, whether a party to the Contract or not, other than those that are expressly part of the Contract. Each party agrees that the only remedy available to it arising out of or in connection with a representation shall be for breach of contract.
- 18.3. Nothing in this clause shall limit or exclude any liability for fraud.



19. Assignment

- 19.1. The Supplier shall not, without the prior written consent of the Company, assign, sub-contract, transfer, charge, mortgage or deal in any other manner with any or all of its rights or obligations under the Contract.
- 19.2. The Customer may, at any time, assign, transfer, charge, mortgage, sub-contract or deal in any other matter with all or any of its rights or obligations under the Contract.

20. No Partnership, Agency or Employment

- 20.1. Nothing in the Contract is intended to or shall operate to create a partnership between the parties or to authorise either party to act as agent for the other and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 20.2. The Supplier is an independent contractor and is not an employee of the Company. The Supplier shall indemnify the Company against all costs, claims, losses, damages, liabilities, fines and penalties (**Losses**) (whether such Losses are direct, indirect or consequential and including loss of or reduction in profit, loss of goodwill and loss or depletion of business) arising in connection with or as a result of or in relation to an allegation that the Supplier or any of its employees or agents is an employee of the Company. The Supplier further acknowledges that it is responsible for accounting for any relevant taxes and National Insurance contributions in relation to itself or its employees or agents and the indemnity in this clause shall apply to any claim or liability and associated costs, expenses, fines and penalties against the Company in relation to liability to pay such taxes and contributions.
- 20.3. In the event that the Contract terminates and the Company or a third party supplier (**Third Party Supplier**) thereafter provides the services which were, until termination, provided by the Supplier or by a third party (**Supplier Subcontractor**) on behalf of the Supplier then the Supplier shall indemnify the Company and the Third Party Supplier against any claims, costs, expenses, losses, damages, fines, penalties or liabilities (**Losses**) incurred by or made against the Company and/or the Third Party Supplier in connection with or pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("**the Regulations**") including: (i) any claims (whether arising pre or post transfer) by employees of the Supplier or a Supplier Subcontractor whose employment transfers to the Company or the Third Party Supplier whether in relation to termination of such employment or otherwise; (ii) any other claims by any party (whether arising pre or post transfer). The Supplier shall also indemnify the Company against any Losses incurred by or made against the Company as a result of or in connection with any claims made by the Third Party Supplier arising in connection with or pursuant to the Regulations (whether arising pre or post transfer).

21. Third Parties

- 21.1. Save in relation to a Third Party Supplier (which shall have rights under clause 20.3 (and shall be permitted to enforce such rights), a person who is not party to the Contract shall not have any rights under or in connection with it.
- 21.2. To the extent that the Supplier, with the prior written consent of the Company, sub-contracts the provision of the Services or any part thereof to any other person, company or other organisation (including any Group Company) the Supplier will procure that such third party performs the Services in accordance with and complies with the terms of the Contract (including clause 12) as if it was a party to the Contract as the Supplier. The Supplier confirms that it is authorised to accept the terms of the Contract on behalf of the Group Companies. The Supplier will indemnify the Company against any costs, claims, liabilities, losses, expenses, fines or penalties incurred by or made against the Company as a result of such third party's failure to comply with the terms of the Contract.
- 21.3. The Supplier will not transfer the whole or any part of its business or assets to a third party (including but not limited to a Group Company) with a view to that third party carrying on the business or part thereof previously carried on by the Supplier without first ensuring that, to the extent that the Company is willing to do so, the third party enters a contract with the Company on the same terms as the Contract.

22. Notices

- 22.1 All notices required by the Contract shall be given in writing and sent to the address or email address as the parties use for correspondence with each other.
- 22.2 A notice shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the



time the notice is left at the proper address; 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, by email at 9.00 am on the next Business Day after transmission.

22.3 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.

23. Governing Law and Jurisdiction

23.1. These conditions and the Contract shall be governed by English law.

23.2. Any dispute arising out of these Conditions or the Contract shall, save as provided in clause 23.3, be subject to the exclusive jurisdiction of the English courts.

23.3. Notwithstanding clause 23.2, the Company is entitled to require any dispute to be determined by arbitration.

23.4. The Company may exercise its rights under clause 23.3 either by itself commencing arbitration in respect of a dispute or by giving written notice to the Supplier requiring a dispute to be determined by arbitration.

23.5. In the event that the Company exercises its rights under clause 23.4, the corresponding arbitration shall be conducted as follows:

23.5.1. Where the amount claimed by the claimant is less than £400,000, excluding interest (or such other sum as the Company and Supplier may agree, and subject to clause 23.5.3), the reference shall be to a tribunal of three arbitrators and the arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (**LMAA**) Intermediate Claims Procedure applicable at the date of the commencement of the arbitration proceedings.

23.5.2. Where the amount claimed by the claimant is less than £100,000, excluding interest (or such other sum as the Company and Supplier may agree, and subject to clause 23.5.3), the reference shall be to a sole arbitrator and the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure applicable at the date of the commencement of the arbitration proceedings

23.5.3. In any case where neither of the LMAA Procedures referred to in clause 23.5.1 and/or clause 23.5.2 apply, the reference shall be to three arbitrators in accordance with the LMAA Terms applicable at the date of the commencement of the arbitration proceedings.