

Terms and Conditions of Sale

These terms and conditions (the “Terms and Conditions”) govern the use of Shift Hero (the “Site”). This Site is owned and operated by Enhanced Control Solutions Ltd, a UK based company, registered address Unit 713E, Street 3, Thorp Arch Estate, Wetherby, Leeds, LS23 7FF, England, company registration number 11924318. This Site is a buying a service marketplace.

You should review our [Privacy Policy](#) and these Terms and Conditions carefully and immediately cease using our website if you do not agree to these Terms and Conditions or our [Privacy Policy](#).

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

Age Restriction

The minimum age to use our Site is 18 years old. By using this Site, users agree that they are over 18 years old. We do not assume any legal responsibility for false statements about age.

The Buyer’s attention is particularly drawn to Clause 17

1. Definitions

Seller Means Enhanced Control Solutions Ltd, , registered address Unit 713E, Street 3, Thorp Arch Estate, Wetherby, Leeds, LS23 7FF.

Buyer The person who buys or agrees to buy the Services from the Seller.

Conditions The Terms and Conditions of sale as set out in this document and any special Terms and Conditions agreed in writing by the Seller.

Service The service which the Buyer agrees to buy from the Seller as set out in the Order.

Price The price for the Service, excluding VAT and any travel and insurance costs.

Intellectual Property Rights Patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-

how), 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.

Order	The Buyer's agreement for the supply of Services, as set out Basket or Quote by supplying the Website and/or Seller with the Buyer's purchase order form OR the Buyer's written acceptance OR the Buyer's acceptance of purchase electronically signed through the Website OR the input of an electronic purchase order through the Website, as the case may be.
Website	The website referring to any domains used in association with using or buying the Service. These include but are not limited to www.shift-hero.com and www.shifhero.ecs-cloud.co.uk . Excluding any external or internal links to third parties websites.
Service Materials	Materials which may be used to perform the duties of the Service at the Buyers address. These may include tools and equipment.
Basket	Means the basket function inside the Website, which collates all Services to be purchased each week, which will form the basis of the Order.
Quote	Means the quote document or basket price shown which can be created and downloaded and stored inside the Basket to represent the Price of the Service which the buyer has added.
Emergency Shift	An emergency shift is classified as any shift that forms an Order within 48 hours of the scheduled start time.
Shift Extension	A shift extension refers to a scenario in which the Buyer requests the engineer to extend their onsite presence beyond the originally agreed-upon time, typically to complete a specific job or due to unforeseen circumstances.

Engineer

Refers to the competent and skilled individual attending site as part of the order to fulfil the service, whether that be an employee, sub-contractor or agent of the Seller.

2. Conditions

- 2.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Services, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.
- 2.2 All orders for Services shall be deemed to be an offer by the Buyer to purchase Services from the Seller pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Services or commencement of the Services shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 These Conditions may not be varied except by the written agreement of the Seller.
- 2.5 These Conditions represent the whole of the agreement between the Seller and the Buyer. They supersede any other conditions previously issued.

3. Price

The agreed Price for the Service shall be as specified in the Basket or Quote generated on the Website. This encompasses all negotiated discounts and pricing arrangements established between the Buyer and Seller, thereby constituting a contractual agreement, finalising the price and superseding any other prior agreements once the Order is received.

4. Payments and Interest

- 4.1 Payment of the Price and VAT shall be due within 30 days of the date of the Seller's invoice.
- 4.2 Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 8% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment.
- 4.3 The Buyer shall pay all accounts in full and not exercise any rights of set-off or counterclaim against invoices submitted by the Seller.
- 4.4 Cancellation fee's will be applicable based on a sliding scale if cancelled within 7 days of the date the service is due to take place. The fees will be based on the following percentages of the original quote per shift line item:
 - 4.4.1 12 hours or less to shift start time, 100%.

- 4.4.2 24 hours to 12 hours before start time.
- 4.4.3 48 hours to 24 hours before start time.
- 4.4.4 1 week to 48 hours before start time.
- 4.4.5 Anything over a week will be free to cancel any shifts.

5. Services

- 5.1 The Services are described in the Order.

6. Delivery of Services

- 6.1 Delivery of the Services shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Services on the day notified by the Seller for delivery.
- 6.2 The Seller undertakes to use its reasonable endeavours to despatch the Services on an agreed delivery date, but does not guarantee to do so.
- 6.3 The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Services. If short delivery does take place, the Buyer may not reject the Services but shall accept the Services delivered as part performance of the contract, and a pro-rata adjustment to the Price shall be made.
- 6.4 If the Buyer fails to take delivery of the Services on the agreed delivery date, the Seller shall be entitled to class this as a late cancellation and charge based on the Buyers cancellation fee's as set out in Clause 4.4.

7. Acceptance of the Service

- 7.1 The Buyer shall be deemed to have accepted the quality of Service 48 hours after delivery to the Buyer of the Service. If no query or complaint is made within this timescale, the service will be deemed acceptable and ready to be invoiced.
- 7.2 The Buyer shall carry out a thorough inspection of the Service on an individual basis within 48 hours and give notice in writing to the seller if discovering that some or all of the service do not comply with the Buyers expectations or Sellers commitments as part of the Order, and the Seller shall, at its option, enter conflict resolution or issue a credit for the service in the form of another whole shift covered or partial shift covered, or refund the price of such defective Service.
- 7.3 Where the Buyer has accepted, or has been deemed to have accepted the Service the Buyer shall not be entitled to reject the Service which is not in accordance with the contract.

8. Title and risk

- 8.1 Risk shall pass on delivery of the Service to the Buyer's address.
- 8.2 Notwithstanding the earlier passing of risk, title in the Service shall remain with the Seller and shall not pass to the Buyer until the amount due under the invoice for them (including interest and costs) has been paid in full.
- 8.5 The Seller may maintain an action for the price of any Services notwithstanding that title in them has not passed to the Buyer.

9. Supply of Services

The Seller agrees:

- 9.1 To undertake and provide the Services in accordance with any brief and deadline agreed with the Buyer where possible and;
- 9.2 To manage and carry out the Services in an expert and diligent manner and to provide his/her services to the best of his/her technical and creative skill and to be solely responsible for how the services are provided;
- 9.3 To the best of his/her ability, promptly and faithfully to meet the Deliverables and deadlines agreed with the Buyer;
- 9.4 The Seller is free to undertake and accept other engagements, except those which lead or might lead to any conflict of interest between the Seller and the Buyer during his or her appointment;
- 9.5 To use such suitably qualified and experienced personnel as he or she may from time to time deem appropriate;
- 9.6 The Seller has the right to supply a substitute of equivalent knowledge and expertise and acknowledges that the Buyer has the right to refuse the replacement if, in the reasonable view of the Buyer, the replacement is not sufficiently qualified to undertake the work. Where substitution occurs, the Business will remain responsible for its obligations under the agreement and will be responsible for the payment of the replacement, so that there will be no further payments outside of the agreed terms to pay for any handover period between the original and the replacement.
- 9.7 To keep the Buyer informed of progress on the Services in which they are engaged and shall produce written reports on the same from time to time when so requested by the Buyer. While the Seller's method of working is entirely their own and they are not subject to the control of the Buyer, they shall nevertheless comply with this and any other reasonable requests of the Buyer (or its clients) which do not impact upon the Seller's method of working.

10. Buyer's obligations

- 10.1 The Buyer shall:
- 10.1.1 Ensure that the terms of the Order are complete and accurate;
 - 10.1.2 Co-operate with the Seller in all matters relating to the Services;
 - 10.1.3 Provide the Seller, its employees, agents, consultants and subcontractors, with access to the Buyer's premises as reasonably required by the Seller to provide the Services;
 - 10.1.4 Provide the Seller with such information and materials as the Seller may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
 - 10.1.5 Obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
 - 10.1.6 Keep and maintain all materials, equipment, documents and other property of the Seller (Seller Materials) at the Buyer's premises in safe custody at its own risk, maintain the Seller Materials in good condition until returned to the Seller, and not dispose of or use the Seller Materials other than in accordance with the Seller's written instructions or authorisation.
 - 10.1.7 The Buyer will be responsible for managing the service at their site and ensuring a sufficient workload is available whilst providing the service for the attending engineer to complete, along with ensuring the necessary safety protocols are followed whilst carrying out all activities requested.
 - 10.1.8 Provide a site induction to attending engineers, to ensure they are comfortable with the site rules and safety policies and of any site risks they should be aware of and any other site relevant safety or otherwise information. The Buyer should also manage this and ensure this training is provided every 12 months (minimum).
 - 10.1.9 The Buyer and its representatives are responsible for providing correct Purchase Orders, once an order is made using a Purchase Order or payment reference, with a login associated with the Buyer's site, this will be deemed correct and binding in the sale of the requested service.
 - 10.1.10 It is the Buyer's responsibility to initiate the start time & end time of the attending engineer by providing the engineer with a code automatically generated in the Shift Hero platform. If this is completed the shift is accepted by the Buyer, if this is not completed the Buyer can instigate a dispute within 48 hours of the shift request. If a dispute is raised we will use the location data of the engineer to determine the resolution of whether the engineer attended site at the correct times as requested in the order. If no dispute is raised by the Buyer, then the shift shall be deemed to have been fully completed as per section 7.1.
 - 10.1.11 It is the Buyer's responsibility to Manage any and all logins associated with the Buyer's account from the admin user to ensure each login has the correct permissions and that the user's login credentials are kept safe and secure at all times.

- 10.1.12 If the Buyer or its onsite team or representatives choose to let the engineer leave the site early, as there is insufficient workload or because of handovers or any other reason that is not led by the engineer in question then all fees will still be applicable and become subject to the cancellation Clause 4.4.
- 10.2 If the Seller's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Buyer or failure by the Buyer to perform any relevant obligation (Buyer Default):
- 10.2.1 The Seller shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Buyer remedies the Buyer Default, and to rely on the Buyer Default to relieve it from the performance of any of its obligations to the extent the Buyer Default prevents or delays the Seller's performance of any of its obligations;
- 10.2.2 The Seller shall not be liable for any costs or losses sustained or incurred by the Buyer arising directly or indirectly from the Seller's failure or delay to perform any of its obligations as set out in this Clause 10.2; and
- 10.2.3 The Buyer shall reimburse the Seller on written demand for any costs or losses sustained or incurred by the Seller arising directly or indirectly from the Buyer Default.

11. Online Security Responsibility and Indemnification Clause

- 11.1 The Buyer acknowledges and agrees that they are solely responsible for maintaining the security of their online account, including usernames and passwords, associated with the Seller's platform.
- 11.2 The Buyer agrees that any breaches in security, including but not limited to hacking, malware, or unauthorized access to their account, shall not be the responsibility of the Seller. The Seller is hereby indemnified from any losses, damages, or liabilities arising from such breaches.
- 11.3 The Buyer further acknowledges that any transactions made using their username or password, whether authorized by them or not, shall be considered valid sales. The Buyer is solely responsible for any transactions made using their account credentials.
- 11.4 The Seller strongly recommends that the Buyer takes all necessary precautions to secure their account, including enabling two-factor authentication (2FA) where available, and implementing other security measures as deemed necessary.

12. Non-Solicitation Clause

- 12.1 During the term of this agreement and for a period of twelve (12) months thereafter, the Buyer agrees not to directly or indirectly solicit for employment, hire, engage, or otherwise employ any subcontractors, agents, or employees of Seller who have been engaged or involved in the provision of services under this agreement. The Buyer also agrees not to engage the subcontractors, agents, or employees of Seller for similar services offered by competitors or other entities without prior written consent from Seller.

In the event that the Buyer breaches this Clause by hiring, engaging, or employing any such subcontractors, agents, or employees of Seller within the specified twelve (12) month period, the Buyer agrees to pay Seller an amount equal to ten percent (10%) of the annual salary or compensation package of the subcontractor, agent, or employee in question as a fee within thirty (30) days of such hiring, engagement, or employment.

Furthermore, the Buyer agrees that any engagement or employment of subcontractors, agents, or employees for services similar to those provided by Seller must be arranged through Seller, and any direct engagement without prior written consent constitutes a breach of this agreement.

This Clause shall survive the termination or expiration of this agreement for any reason.

13. Emergency Shifts & Shift Extensions

- 13.1. The Seller will automatically remove any previously applied discounts from the system for emergency shifts, thereby adjusting the price reflected in the quote and order accordingly.

This adjustment is necessitated by the additional costs associated with facilitating short-notice shifts.

- 13.2 The Buyer shall formally apply for a shift extension by selecting the respective shift on the Shift Hero platform and submitting an extension to the shift.

The working engineer must verbally accept the extension request and continue working on the ordered shift through the Shift Hero platform, acknowledging their agreement to the extended work hours. If the engineer does not accept the extension they will book off the shift at the originally stated time in the original order.

The shift extension must not cause the working engineer to exceed 15 hours of onsite time and cannot be booked as so through the platform.

14. Conflict & Dispute Resolution

- 14.1 In the event of any disputes or disagreements arising between the Seller and the client engaged in the contract, the following procedures shall be followed for resolution:

- 14.2 Initial Discussion

The parties shall first attempt to resolve any conflicts through direct and amicable discussion between authorized representatives.

- 14.3 Initial Assessment

If the dispute persists after initial discussion, the Seller shall conduct a thorough review, considering all relevant evidence and information provided by both parties.

Based on this assessment, the Seller shall make a decision, taking into account the terms of the contract and relevant laws and regulations.

14.4 Communication of Decision

The Seller shall communicate their decision to the Buyer in writing, providing clear reasons and justifications for the decision reached.

The decision of the Seller shall be final and binding upon both parties, with no further right of appeal.

14.5 Compliance

Both parties agree to abide by the decision of the Seller and to take all necessary actions to implement any resolutions or remedies prescribed.

Failure to comply with the decision of the Seller may result in further actions, including termination of the contract and pursuit of legal remedies.

14.6 Good Faith

Throughout the conflict resolution process, both parties agree to act in good faith and cooperate fully with each other to facilitate a prompt and fair resolution.

15. Confidentiality

15.1 The Seller hereby agrees that during the course of his or her engagement under this Agreement they are likely to obtain knowledge of trade secrets and also other confidential information with regard to the business and financial affairs of the Buyer and those of the Buyer's clients, customers and suppliers details of which are not in the public domain ('Confidential Information'), and accordingly the Seller hereby undertakes to and covenants with the Buyer that:

15.1.1 They shall at any time during this Agreement or after the Termination Date use or procure the use of the name of the Buyer in connection with their own or any other name in any way calculated to suggest that they continue to be connected with the business of the Buyer or in any way hold themselves or herself out as having such connection and may use the Buyers name for promotional activities on and offline;

15.1.2 They shall not use the Confidential Information other than during the continuance of this Agreement and in connection with the provision of the Services; and

15.1.3 They shall not at any time OR for a period of 5 years after the date of this Agreement (save as required by law) disclose or divulge to any person other than to officers or employees of the Buyer whose province it is to know the same any Confidential Information and he or she shall use his or her best endeavours to prevent the publication or disclosure of any Confidential Information by any other person.

15.2 The restrictions set out in Clause 15 shall cease to apply to information or knowledge which comes into the public domain otherwise than by reason of the default of the Seller.

16. Intellectual Property Rights

- 16.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Seller.
- 16.2 The Buyer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Buyer's use of any such Intellectual Property Rights is conditional on the Seller obtaining a written licence from the relevant licensor on such terms as will entitle the Seller to license such rights to the Buyer.
- 16.3 All Seller Materials are the exclusive property of the Seller.

17. Limitation of Liability: THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 17.1 Nothing in these Conditions shall limit or exclude the Seller's liability for:
 - 17.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 17.1.2 fraud or fraudulent misrepresentation;
 - 17.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - 17.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - 17.1.5 defective products under the Consumer Protection Act 1987.
- 17.2 Subject to Clause 17.1:
 - 17.2.1 The Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - 17.2.2 the Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 5 Million Great British Pounds (£5,000,000.00).
- 17.4 This Clause 17 shall survive termination of the Contract.

18. Termination of Agreement

- 18.1 This Agreement will terminate on fulfilment of the Services and the Seller receiving full payment as outlined in the Order.
- 18.2 In addition, either party shall have the right to terminate this Agreement at any time by summary notice without any payment in lieu in the event of:

- 18.2.1 The other party being in material or persistent breach of any of the terms of this Agreement; or
- 18.2.2 The other party persistently and wilfully neglecting or becoming incapable for any reason of efficiently performing the Services or failing to remedy any default in providing the Services; or
- 18.2.3 The other party dying or becoming by reason of incapacity incapable of managing affairs; or
- 18.2.4 The other party having a bankruptcy order made against him or her or making any arrangement with his or her creditors or having an interim order made against him or her; or
- 18.2.5 The other party taking 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), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, 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, in connection with any analogous procedure in the relevant jurisdiction.
- 18.2.7 A party's financial position deteriorates to such an extent that in the other party's reasonable opinion that party's capability to adequately fulfil its obligations under this Agreement have been placed in jeopardy; or
- 18.2.8 A party doing any action manifestly prejudicial to the interests of the other party or which in the opinion of the other party may bring them into disrepute; or
- 18.2.9 The other party offering, promising or giving a bribe or requesting, agreeing to receive or accepting a bribe or bribing a foreign public official in connection with the Services contrary to the Bribery Act 2010;
- 18.2.10 That party shall have no claim against the terminating party in respect of the termination of his or her appointment for any of the reasons specified pursuant to Clauses 18.2.1 to 18.2.10.

19. Consequences of Termination

- 19.1 Upon the expiration or termination of the engagement under this Agreement for whatsoever cause, the Seller shall forthwith deliver up to the Buyer or its authorised representative all its property, including all equipment, materials, tools, keys, swipe cards, computer hardware and/or software, books, documents, account records and any other papers which may be in his or her possession, custody or control and which are the property of the Buyer or which otherwise relate in any way to the business or affairs of the Buyer and no copies of the same or any part thereof shall be retained by him or her. He or she shall then (if required by the Buyer) make a declaration that the whole of the provisions of this Clause have been complied with.
- 19.2 The Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice

has been submitted, the Seller may submit an invoice, which shall be payable immediately on receipt;

- 19.3 The Buyer shall, within 1 month return all of the Seller's equipment.;
- 19.4 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
- 19.5 The termination of this agreement howsoever occurring shall not affect the rights and liabilities of the parties already accrued at such time nor affect the continuance in force of such of its provisions as are expressed as or capable of having effect after such termination.

20. Insurance

The Seller further warrants to the Buyer that they will:

- 20.1 Take out and maintain throughout the term of this Agreement, adequate professional indemnity insurance to protect themselves against any liabilities arising out of this Agreement and shall produce, at the request of the Buyer, a copy of the insurance policy or policies and relevant renewal receipts for inspection by the Buyer;
- 20.2 Take out and maintain throughout the term of this Agreement, adequate public liability insurance coverage minimum £5 million cover to protect themselves against any liabilities arising out of this Agreement in respect of all and any contractors/employees they utilise to carry out the Services and shall produce, at the request of the Buyer, a copy of the insurance policy or policies and relevant renewal receipts for inspection by the Buyer.

21. Data Protection and Data Processing

- 21.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 21 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this Clause Applicable Laws means (for so long as and to the extent that they apply to the Contractor) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.
- 21.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Seller is both the data controller and the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 21.3 Without prejudice to the generality of Sub- Clause 19.1, the Buyer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to the Seller for the duration and purposes of the Contract.

- 21.4 Our [Privacy Policy](#) can be referenced to outline what, why and how we manage the data inputted into our system.
- 21.5 Notify the Buyer without undue delay on becoming aware of a Personal Data breach.
 - 21.5.1 At the written direction of the Buyer, delete or return Personal Data and copies thereof to the Buyer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
 - 21.4.8 Maintain complete and accurate records and information to demonstrate its compliance with this Clause 21.

22. No Employment or Partnership

- 22.1 The Seller is an independent contractor and nothing in this Agreement shall render or be deemed to render the Seller an employee, worker or agent of the Buyer and the Seller shall not hold himself or herself out as such. This Agreement does not create any mutuality of obligation between the Seller and the Buyer and neither party seeks to create or imply any mutuality of obligation between the parties in the course of the performance of this engagement or during any notice period. The Buyer is not obliged to offer work to the Seller, nor is the Buyer obliged to accept work where it is offered.
- 22.2 The Seller may choose to delegate performance of the Services to such suitably qualified and experienced personnel as he or she may from time to time deem appropriate. The Buyer has the right to refuse the replacement if, in the reasonable view of the Buyer, the replacement is not sufficiently qualified to undertake the work. The Seller must provide details of the name of the delegate/substitute. The Seller will be responsible for remunerating the delegate/substitute, such that there will be no further payments outside of the agreed terms to pay for any handover period between the Seller and the delegate/substitute. When a delegate/substitute is appointed, the provisions relating to sub-processor obligations under Clause 21 will apply.
- 22.3 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Seller shall be fully responsible for and shall indemnify the Buyer for and in respect of:
 - 22.3.1 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 the performance of the Services, where the recovery is not prohibited by law. The Seller shall further indemnify the Buyer against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Buyer in connection with or in consequence of any such liability, deduction, contribution, assessment other than where the latter arise out of the Buyer's negligence or wilful default;
 - 22.3.2 Any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Seller or any substitute against the Buyer 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 Buyer.

- 22.4 The Buyer may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Seller.
- 22.5 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

23. Notices/Communications

- 23.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to that party at its registered office 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, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or e-mail.
- 23.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address stated in this Agreement or to such other address (being in Great Britain) as the addressee may from time to time have notified for the purpose of this Clause; 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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by ore-mail, one Business Day after transmission.
- 23.3 The provisions of this Clause shall not apply to the service of any proceedings or other documents in any legal action.

24. Entire Agreement

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

25. Force Majeure

- 25.1 If either party to this Agreement is prevented or delayed in the performance of any of its respective obligations under this Agreement by "force majeure", then such party shall be excused the performance for so long as such cause of prevention or delay shall continue;
- 25.2 For the purpose of this Agreement 'force majeure' shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts,

events, omissions or accidents beyond the reasonable control of such party and inter alia including, but not limited to the following:

23.2.1 Strikes, lockouts or other industrial action;

23.2.2 Terrorism, civil commotion, riot, invasion, war threat or preparation for war;

23.2.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic, bad weather or other natural physical disaster;

23.2.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and

23.2.5 Political interference with the normal operations.

26. Assignment and Other Dealings

26.1 The Business may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under this Agreement and may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent.

26.2 The Buyer shall not, without the prior written consent of the Seller, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Agreement.

27. Survival of Causes of Action

The termination of this Agreement howsoever occurring shall not affect the rights and liabilities of the parties already accrued at such time nor affect the continuance in force of such of its provisions as are expressed as or capable of having effect after such termination.

28. Severability

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the illegal or unenforceable provision eliminated.

29. Waiver

A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

30. Variation

30.1 No variation of this Agreement shall be effective unless it is in writing and signed by both parties (or their authorised representatives).

30.2 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

31. Law and Jurisdiction

31.1 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.

31.2 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).