

# Terms of business for the supply of temporary staffing

## **1. DEFINITIONS**

### **1.1. In these Terms of Business, the following definitions apply:**

"Assignment" means the period during which the Temporary Worker is supplied to render Services;

"AWR" means the Agency Workers Regulations 2010 (SI 2010/93);

"Contract" means these Terms and the Rate Card;

"Client" means the person, firm or corporate body (together with any subsidiary or associated company as defined by the Companies Act 2006) to whom the Temporary Worker is supplied or Introduced;

"Employment Business" means Standby Healthcare 2 Ltd (CRN 12015295) whose registered office is 1 Maling Court, Union Street, Newcastle upon Tyne, NE2 1BP;

"Engages/Engaged/Engagement" means the engagement, employment or use of the Temporary Worker directly by the Client or any third party or through any other employment business on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or any other engagement; directly or through a limited company of which the Temporary Worker is an officer or employee;

"Temporary Worker" means the individual who is introduced by the Employment Business to render the Services;

"Transfer Fee" means the fee payable in accordance with clause 8.1 below and Regulation 10;

"Introduction Fee" means the fee payable in accordance with clause 8.2 below and Regulation 10;

"Introduction" means (i) the Client's interview of a Temporary Worker in person or by telephone, following the Client's instruction to the Employment Business to supply a Temporary Worker; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Temporary Worker; and which leads to an Engagement of that Temporary Worker;

"Qualifying Temporary Worker" means any Temporary Worker who at the relevant time is entitled to the rights conferred by regulation 5 of the AWR 2010;

"Rate Card" means the rate card provided to the Client (as updated from time to time) specifying the hourly rate (and any other applicable charges) for the supply of the Temporary Worker's Services;

"Regulations" means of the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

"Relevant Terms and Conditions" means the relevant terms and conditions for any particular Qualifying Temporary Worker as defined in regulation 6 of the AWR 2010;

"Remuneration" includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances,

inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Temporary Worker for the Services rendered to or on behalf of the Client or any third party;

"Services" means the agreed services to be provided by the Temporary Worker to the Client.

"Terms" means these terms of business for the supply of Temporary Workers.

**1.2.** Unless the context otherwise requires, references to the singular include the plural.

**1.3.** The headings contained in these Terms are for convenience only and do not affect their interpretation.

**1.4.** 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.

**1.5.** A reference to legislation or a legislative provision is a reference to it as re-enacted from time to time and shall include all subordinate legislation made from time to time under it.

## **2. THE CONTRACT**

**2.1.** These Terms and the Rate Card constitute the Contract between the Employment Business and the Client for the supply of the Temporary Worker's Services by the Employment Business to the Client and are deemed to be accepted by the Client on the earlier of (i) the Client signing these Terms below and the Rate Card or (ii) the Client's request for, interview with or Engagement of the Temporary Worker or the passing of any information about the Temporary Worker to any third party following an Introduction, at such point a legally binding contract shall come into existence.

**2.2.** Unless otherwise agreed in writing by a director of the Employment Business, these Terms prevail over any terms of business or purchase conditions put forward by the Client or which are implied by law, trade custom, practice or course of dealing.

**2.3.** No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

## **3. CHARGES**

**3.1.** The Client agrees to pay such hourly charges of the Employment Business as shall be notified to the Client. The hourly charges are calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour) and comprise mainly the Temporary Workers hourly rate (as set out in the Rate Card) but also include the Employment Business' commission calculated as a percentage of the Temporary Worker's hourly rate, any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable. VAT, if applicable, is payable on the entirety of these charges.

**3.2.** The charges are invoiced to the Client on a weekly basis. The Client shall pay each invoice submitted by the Employment Business (or its nominee) within 30 days of the

date of the invoice in full and in cleared funds to a bank account nominated in writing by the Employment Business (or its nominee) and time for payment shall be of the essence of the Contract. All amounts due under the Contract shall be paid in full by the Client without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). Without affecting any other right or remedy available to it, where the Client fails to make any payment by the due date, the Employment Business may suspend the supply of the Temporary Worker Services under the Contract or any other contract between the Client and the Employment Business and/or charge interest on any overdue amounts at the rate of 4% per annum above the base rate from time to time of the Bank of England (but at 4% per annum for any period when that base rate is below 0%) from the due date until the date of payment.

**3.3.** There are no rebates payable in respect of the charges of the Employment Business.

#### **4. CLIENT OBLIGATIONS**

**4.1** When making a request for Temporary Worker Services, the Client will give the Employment Business details of:

**4.1.1** the date on which the Client requires the Temporary Worker to commence work and the duration, or likely duration, of the work;

**4.1.2** the position which the Client seeks to fill, including the type of work the Temporary Worker in that position would be required to do, the location at which, and the hours during which, the Temporary Worker would be required to work, and any risk to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;

**4.1.3** the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law, or by any professional body, for the Temporary Worker to possess in order to work in the position;

**4.1.4** any expenses payable by or to the Temporary Worker; and

**4.1.5** any other information that the Employment Business is required to obtain from the Client under Regulation 18.

**4.2** The Client shall at all times comply with its obligations under the AWR 2010, including (i) providing any Temporary Workers with access to collective facilities and amenities and employment opportunities subject to and in accordance with regulations 12 and 13 of the AWR and (ii) co-operating with the Employment Business and providing the Employment Business on an ongoing basis with all necessary information in order to provide any Qualifying Temporary Worker with the Relevant Terms and Conditions in accordance with regulation 5 of the AWR (including whether a Temporary Worker has previously worked for the Client).

#### **5. INFORMATION TO BE PROVIDED BY THE EMPLOYMENT BUSINESS**

**5.1.** When making an Introduction of a Temporary Worker to the Client, the Employment Business shall inform the Client of the identity of the Temporary Worker; that the Temporary Worker has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment; whether the Temporary Worker will be employed by the Employment

Business under a contract of service or apprenticeship or a contract for services; and that the Temporary Worker is willing to work in the Assignment. 5.2. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the following third business day (excluding Saturday, Sunday and any public or bank holiday) save where the Temporary Worker is being Introduced for an Assignment in the same position as one in which the Temporary Worker had previously been supplied within the previous five business days and such information has already been given to the Client, unless the Client requests that the information be resubmitted.

## **6. TIME SHEETS**

**6.1.** At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less) the Client shall sign the Temporary Worker's time sheet verifying the number of hours worked by the Temporary Worker during that week.

**6.2.** Signature of the time sheet by the Client is confirmation of the number of hours worked. If the Client is unable to sign a time sheet produced for authentication by the Temporary Worker because the Client disputes the hours claimed, the Client shall inform the Employment Business as soon as is reasonably practicable and shall cooperate fully and in a timely fashion with the Employment Business to enable the Employment Business to establish what hours, if any, were worked by the Temporary Worker. Failure to sign the time sheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.

**6.3.** The Client shall not be entitled to decline to sign a timesheet on the basis that he is dissatisfied with the Services performed by the Temporary Worker. In cases of unsuitable Services, the Client should apply the provisions of clause 12.1 below.

## **7. PAYMENT OF THE TEMPORARY WORKER**

**7.1.** The Employment Business assumes responsibility for paying the Temporary Worker and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker pursuant to sections 44 and 688 of the Income Tax (Earnings and Pensions) Act 2003.

## **8. TRANSFER AND INTRODUCTION FEES**

**8.1.** If the Client Engages a Temporary Worker supplied by the Employment Business either (i) directly or (ii) pursuant to being supplied by another employment business, during an Assignment or within whichever is the longer of either:

**8.1.1.** 14 weeks from the start of the first Assignment (and each new Assignment where there has been a break of more than 7 days (1 week) since the end of a previous Assignment shall also be considered to be the 'first Assignment' for these purposes); or

**8.1.2.** 8 weeks from the day after the last day the Temporary Worker worked on the Assignment, the Client shall be liable (at its election, by giving at least 14 days' notice prior to the start of the Engagement) for either:

**a.)** An extended period of hire of the Temporary Worker of 12 weeks during which the Client shall pay the current hourly charge agreed pursuant to clause 3.1 for the Temporary Worker (multiplied by 37 hours per week or by 500 hours (whichever applies first over the 12 week period)); or

**b.)** A Transfer Fee calculated as follows: 25% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known (including where the Temporary Worker has been Engaged on a zero hours contract), a fixed fee of £2,000 for a care worker/healthcare assistant/support worker and £4,000 for a nurse.

No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due. However, where the Client does not give such 14 day notice before the Temporary Worker is Engaged, the parties agree that the Client shall be liable to pay the Transfer Fee calculated in accordance with (b) above.

**8.2.** If the Employment Business Introduces a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by the Employment Business to the Client, but which leads to an Engagement of the Temporary Worker by the Client either (i) directly or (ii) pursuant to being supplied by another employment business within 6 months from the date of Introduction, the Client shall be liable (at its election, by giving at least 14 days' notice prior to the start of the Engagement) for either:

**a.)** A period of hire of the Temporary Worker of 12 weeks during which the Client shall pay the hourly charges proposed by the Employment Business on the Rate Card for such Temporary Worker (multiplied by 37 hours per week or by 500 hours (whichever applies first over the 12 week period)); or

**b.)** An Introduction Fee calculated as follows: 20% of the Remuneration applicable during the first 12 months of the Engagement or if the actual amount of the Remuneration is not known (including where the Temporary Worker has been Engaged on a zero hours contract), a fixed fee of £2,000 for a care worker/healthcare assistant/support worker and £4,000 for a nurse.

No refund of the Introduction Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due. However, where the Client does not give such 14 day notice before the Temporary Worker is Engaged, the parties agree that the Client shall be liable to pay the Introduction Fee calculated in accordance with (b) above.

**8.3.** If the Engagement of the Temporary Worker is for a fixed term of less than 12 months, the fee in clause 8.1(b) or 8.2(b) calculated as a percentage of the Remuneration, will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-Engages the Temporary Worker within 3 months of the termination of the first Engagement, the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is sooner.

**8.4.** If the Client elects for an extended period of hire, as set out above, but before the end of such period, Engages the Temporary Worker supplied by the Employment Business either (i) directly or (ii) pursuant to being supplied by another employment business or (iii) the Temporary Worker chooses not to be supplied for an extended period of hire, the Transfer or Introduction Fee calculated in accordance with either 8.1 (b) or 8.2(b) may be charged, reduced by such percentage to reflect the period of extended hire already undertaken by the Temporary Worker and paid for by the Client.

**8.5** If there is an Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by the Employment Business to the Client, but

the Temporary Worker is introduced by the Client to a third party which results in the Engagement of the Temporary Worker by the third party within 6 months from the date of Introduction, the Client shall be liable to an Introduction Fee calculated as follows: 20% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known (including where the Temporary Worker has been Engaged on a zero hours contract), a fixed fee of £2,000 for a carer/healthcare assistant/support worker and £4,000 for a nurse. No refund of the Introduction Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

## **9. CANCELLATION POLICY**

**9.1** The Client shall notify the Employment Business as soon as possible if it intends to cancel a shift for a Temporary Worker that has been Assigned to the Client.

**9.2** If the Client cancels a shift for a Temporary Worker:

**9.2.1** less than 3 hours prior to the start of the shift for a care worker/healthcare assistant/support worker; and

**9.2.2** less than 6 hours prior to the start of the shift for a nurse, the Client shall be liable to pay (at the Employment Business' discretion) a charge equal to the current hourly charge agreed pursuant to clause 3.1 for the Temporary Worker multiplied by 5.5 hours for a full shift cancelled and 2.75 for a half shift cancelled.

## **10. LIABILITY**

### **THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

**10.1.** Whilst every effort is made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Temporary Workers and further to provide them in accordance with the Client's booking details, the Employment Business is not liable for any loss, expense, damage or delay arising from any failure to provide any Temporary Worker for all or part of the period of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker.

**10.2** For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence; fraud or fraudulent misrepresentation or any other liability which cannot be legally limited.

**10.3** Subject to the clauses 10.1 and 10.2, the Employment Business wholly excludes liability for the following types of loss: loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; and indirect or consequential loss.

**10.4.** Temporary Workers supplied by the Employment Business are engaged under contracts for services. They are not the employees of the Employment Business but are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors or omissions of the Temporary Worker, whether wilful, negligent or otherwise as though the Temporary Worker was on the payroll of the Client. The Client will also comply in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations, Health and Safety At Work Act etc.,



by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff (excluding the matters specifically mentioned in Clause 7 above), including in particular the provision of adequate Employers and Public Liability Insurance cover for the Temporary Worker during all Assignments.

**10.5.** The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Temporary Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Temporary Worker is to fill the Assignment. The Client will assist the Employment Business in complying with the Employment Business' duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Employment Business and the Client will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Temporary Worker for more than 48 hours in any week, the Client must notify the Employment Business of this requirement before the commencement of that week.

**10.6.** The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Temporary Worker for the Temporary Worker to fill the Assignment.

**10.7.** The Client will provide and take responsibility for all equipment required for the Services and that the location where the Services are to be performed is safe and secure.

**10.8.** The Client shall indemnify the Employment Business, its officers, agents and employees, against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Employment Business arising out of or in connection with the Client's negligence, misrepresentation or the breach of any obligation to be performed by the Client under this Contract.

## **11. SPECIAL SITUATIONS**

**11.1.** Where the Temporary Worker is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment or the Assignment involves caring for or attending one or more persons under the age of eighteen or any person who by reason of age, infirmity, illness, disability or otherwise is in need of care or attention, the Employment Business will take all reasonably practicable steps to obtain and offer to provide to the Client:

**11.1.1.** Copies of any relevant qualifications or authorisations of the Temporary Worker, and

**11.1.2.** Two references from persons not related to the Temporary Worker who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Temporary Worker is suitable for the Assignment. If the Employment Business is unable to do any of the above, it shall inform the Client of the steps it has taken to obtain this information in any event.



## **12. TERMINATION OF AN ASSIGNMENT**

**12.1.** The Client undertakes to supervise the Temporary Worker sufficiently to ensure the Client's satisfaction with the Temporary Worker's standards of workmanship. If the Client reasonably considers that the Services of the Temporary Worker are unsatisfactory, the Client may terminate the Assignment either by instructing the Temporary Worker to leave the Assignment immediately, or by directing the Employment Business to remove the Temporary Worker. The Employment Business may, in such circumstances, reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates: a) within four hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours; or b) within two hours for bookings of seven hours or less; and also provided that notification of the unsuitability of the Temporary Worker is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.

**12.2.** Either the Client or the Employment Business may (and the Client acknowledges that the Temporary Worker may also) terminate an Assignment at anytime without prior notice and without liability.

**12.3.** The Client shall notify the Employment Business immediately and without delay and in any event within 24 hours if the Temporary Worker fails to provide the Services or notifies the Client that the Temporary Worker is unable to provide the Services for any reason. **12.4.** The Employment Business shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Temporary Worker supplied to the Client is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith by notice in writing without prior notice and without liability.

## **13. TERMINATION OF THE CONTRACT AND ITS CONSEQUENCES**

**13.1** Without affecting any other right or remedy available to it, the Employment Business may terminate the Contract with immediate effect by giving written notice to the Client if:

**13.1.1** the Client fails to pay any amount due under the Contract on the due date for payment;

**13.1.2** the Client commits a material breach of any other term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of the Client being notified in writing to do so;

**13.1.3** the Client 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), 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;

**13.1.4** the Client suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

**13.1.5** the Client's financial position deteriorates to such an extent that in the Employment Business' opinion, the Client's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

**13.2 On termination of the Contract:**

**13.2.1** the Client shall immediately pay to the Employment Business all outstanding unpaid invoices and interest and, in respect of Temporary Worker Services supplied but for which no invoice has been submitted, the Employment Business shall submit an invoice, which shall be payable by the Client immediately on receipt; and

**13.2.2** all Assignments in existence or booked with the Client at the date of termination shall immediately cease;

**13.3** Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

**13.4** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

**14. DATA PROTECTION**

**14.1** For the purposes of this clause 14, the following words and expressions shall have the following meanings:

**14.1.1** “Agreed Purposes” means for the purposes of or in connection with this Contract and the provision of the Temporary Worker Services;

**14.1.2** “Controller”, “data subject”, “processor”, “personal data” and “processing” shall have the meaning set out in the Data Protection Legislation in force at the time;

**14.1.3** “Data Protection Legislation” means all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the UK GDPR (as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419));

**14.1.4** “Permitted Recipients” means the parties to this Contract, their (and any member of their corporate group’s) employees, officers, representatives, contractors, subcontractors or advisers engaged to perform obligations in connection with the Agreed Purposes;

**14.1.5** “Shared Personal Data” means the Personal Data to be shared between the parties in connection with this Contract consisting of the name, contact details, identification documents, right to work documents, qualifications and authorisations, DBS status, curriculum vitae and references of each Temporary Worker.

**14.2** This clause 14 sets out the framework for the sharing of personal data between the parties as Controllers. Each party acknowledges that the Employment Business will regularly disclose to the Client Shared Personal Data collected by the Employment Business for the Agreed Purposes.

**14.3** The Employment Business will:

**14.3.1** ensure that it has the necessary notices and consents in place to enable the lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;

**14.3.2** notify any data subject whose personal data may be processed in connection with this Contract of the nature of such processing.

**14.4** The Client agrees to process the Shared Personal Data only for the Agreed Purposes.

**14.5** The Client shall indemnify the Employment Business against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Employment Business arising out of or in connection with the breach of the UK Data Protection Legislation by the Client, its employees or agents in relation to the Shared Personal Data.

## **15. CONFIDENTIALITY**

**15.1** Each party undertakes that it shall not at any time during this Contract and for a period of two years after termination of this Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 15.2.

**15.2** Each party may disclose the other party's confidential information:

**15.2.1** to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13; and

**15.2.2** as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

**15.3** No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.

## **16. GENERAL**

**16.1.** All notices sent pursuant to these Terms shall be sent in writing. Notices may be sent by post or email. Correctly addressed notices sent by prepaid first class post to the registered office of a party shall be deemed to have been delivered 2 days after posting. Correctly addressed emails shall be deemed to have been delivered on despatch, as evidenced by hard copy printout.

**16.2.** The Client hereby grants the Employment Business the right to a) advertise any vacancies for potential consultants in any medium it deems appropriate; and b) use its name and logo on its website, client list and in its promotional literature.

**16.3** The Employment Business may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

**16.4** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.

**16.5** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

## **17. ENTIRE AGREEMENT**

**17.1** The Contract 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.

**17.2** Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

**17.3** Nothing in this clause shall limit or exclude any liability for fraud.

## **18. LAW**

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

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