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TERMS AND CONDITIONS OF BUSINESS FOR SUPPLIER COMPANIES

DEFINITIONS

“Agency Workers Regulations”	means the Agency Workers Regulations 2010;
“Burden Dare”	means Burden Dare Limited or any body corporate of which Burden Dare is a subsidiary (as defined in section 736 of the Companies Act 1985), any other subsidiary of such body corporate and any subsidiary of Burden Dare;
“Application Information”	means any tender documentation application form, curriculum vitae or other written information and any oral information provided by the Supplier Company or the Consultant to Burden Dare about the qualifications skills and experience and suitability of the Supplier Company or the Consultant;
“Client”	means a client of Burden Dare (and/or any Client Group Company) to whom the Supplier Company will provide the Services, brief details of which are set out in the Contract Details;
“Client Group Company”	means the Client, any body corporate of which the client is a subsidiary (as defined in Section 736 of the Companies Act 1985) and any other subsidiary of such body corporate and any subsidiary of the Client;
“Consultant”	means the person specified in the Contract Details and who is an employee of the Supplier Company and whom the Supplier Company has nominated to provide the Services or such other person(s) who may from time to time be nominated by the Supplier Company to provide the Services in accordance with clause 5;
“Contract Details”	means the details relating to the Services, the Client and the Supplier Company set out in the attached document;
“End Date”	the end date (or if later the date of completion) of the Engagement as specified in the Contract Details;
“Engagement”	means each engagement of the Supplier Company procured by Burden Dare to provide the Services to the Client;
“Services”	means the services to be provided by the Supplier Company to the Client pursuant to the Engagement brief details of which are set out in the Contract Details;
“Start Date”	the start date of the Engagement as specified in the Contract Details;
“Supplier Company”	means the company supplying the Services whose details are set out in the Contract Details;
“Terms”	means the terms and conditions set out in this document;
“Timesheet”	means a record of work satisfactorily performed by a Consultant used for the purposes of invoicing only and not for the purposes of control of the Consultant by the Client.



1 GENERAL

- 1.1 Burden Dare operates as an Employment Business (as defined in the Employment Agencies Act 1973 as amended). As such the Agreement constitutes a contract for the provision of services only. Nothing in the Agreement is intended to or shall (directly or indirectly, for any purpose whatsoever) create any partnership or joint venture between Burden Dare and the Supplier Company or any employment relationship between Burden Dare and the Consultant.
- 1.2 The Terms together with the Contract Details form the entire agreement between Burden Dare and the Supplier Company relating to an Engagement (the "Agreement") and shall supersede and take effect in substitution for all previous agreements and arrangements (if any) whether written, oral or implied between Burden Dare and the Supplier Company relating to the Services. The commencement date of the Agreement shall be the Start Date.
- 1.3 The Terms will apply to each Engagement.
- 1.4 The Terms shall prevail over and extinguish all terms and conditions imposed or sought to be imposed by the Supplier Company, and the signing of the Contract Details or the interviewing (including an interview by telephone) of the Consultant by or on behalf of a Client for an Engagement or the commencement or acceptance of an Engagement by a Supplier Company (whichever first occurs) shall be deemed conclusive evidence of the Supplier Company's acceptance and agreement to the Terms.
- 1.5 No modification or amendment of the Terms or the Contract Details will be valid unless agreed in writing by an authorised officer of Burden Dare and a director of the Supplier Company.
- 1.6 The Supplier Company warrants that the Consultant is engaged by the Supplier Company under a contract of employment and the Supplier Company shall produce evidence of such contract of employment if required to do so by Burden Dare.
- 1.7 Nothing in this Agreement shall render any member of the Consultant an employee or worker of either Burden Dare or the Client. The Supplier Company shall ensure that none of the Supplier Company Staff holds themselves out as an employee or worker of either Burden Dare or the Client. In the event that any person should seek to establish any liability or obligation upon Burden Dare on the grounds that the Supplier Company Staff are an employee/employees or worker/workers of Burden Dare or the Client, the Consultancy shall upon demand indemnify Burden Dare and keep it indemnified in respect of any such liability or obligation and any related losses which Burden Dare shall incur.
- 1.8 The Supplier Company acknowledges that no member of the Supplier Company Staff is an agency worker as defined under the Agency Workers Regulations and that the Agency Workers Regulations do not apply in relation to this Agreement or any Assignment under this Agreement. The Supplier Company shall indemnify and keep indemnified Burden Dare (or, as the case may be, the Client) against any Losses Burden Dare (or the Client) may suffer or incur as a result of any claim made by or on behalf of any member of the Supplier Company Staff under the Agency Workers Regulations.



2 BURDEN DARE'S RESPONSIBILITIES

- 2.1 Burden Dare acknowledges that it has a non-exclusive relationship with the Supplier Company. When requested to do so by the Supplier Company, Burden Dare will use its reasonable endeavours to procure suitable Engagements for the Supplier Company. If Burden Dare fails to procure such Engagements the Supplier Company hereby acknowledges that:
- 2.1.1 Burden Dare has no liability in respect of periods between Engagements when suitable Engagements are not available;
 - 2.1.2 the decision to engage the Supplier Company is that of Burden Dare's Clients in respect of which Burden Dare makes no guarantee or warranty to the Supplier Company;
 - 2.1.3 the Client shall be entitled upon notice to Burden Dare to cancel the Engagement prior to the Start Date.
- 2.2 Unless otherwise required by the Terms, the Supplier Company is under no obligation to accept an Engagement proposed by Burden Dare. The Supplier Company and the Consultant will at all times be free to enter into contracts with other third parties for the provision of services in any capacity **provided** that the provision of such services shall not detract from the Supplier Company's or the Consultant's ability to perform the Services or would cause the Supplier Company or the Consultant to breach Clauses 6 and 8 of the Terms or otherwise cause a conflict of interest.
- 2.3 Burden Dare may at its discretion, notifiable only in writing by its Managing Director, and by agreement with the Client permit the Supplier Company to terminate an Engagement before the End Date or the Extension Date (as defined in Clause 3.4 below). If no End Date or Extension Date has been agreed the Engagement shall subject to Clause 12 be terminated in accordance with the termination provision set out in the Contract Details.

3 THE SUPPLIER COMPANY'S DUTIES AND RESPONSIBILITIES

- 3.1 The Supplier Company is not under any obligation to accept any or any particular Engagement from Burden Dare. However, if the Supplier Company does accept an engagement the Supplier Company shall exercise all due care and attention in the provision of the Services during the course of each Engagement and shall procure that the Consultant provides the services in a timely and efficient manner and to a high professional standard. The Supplier Company shall (and shall procure that the Consultant shall) devote such time, attention, skill, and ability as is necessary for the proper performance of the Services. If the Client has stipulated a completion date for any Engagement to be performed during the Engagement the Supplier Company shall procure that the Consultant devotes sufficient time and resources to the Client to complete the Engagement on time.
- 3.2 During the Engagement the Supplier Company shall procure that the Consultant will diligently follow (as far as consistent with his status as an autonomous independent contractor) the lawful and reasonable requirements of the Client as notified to the Supplier Company by Burden Dare or the responsible officers of the Client.
- 3.3 The Supplier Company shall notify Burden Dare immediately in writing before the Start Date if it considers the Engagement to be unsuitable for the skills, experience and expertise of the Consultant.



- 3.4 Subject to Clause 12 and any termination provisions set out in the Contract Details the Supplier Company shall provide the Services from (and including) the Start Date until (and including) the End Date or such later date than the End Date (the “Extension Date”) as the parties (including the Supplier Company) may agree in writing and the Terms shall apply to any such extension.
- 3.5 The Supplier Company shall procure that the Consultant (on behalf of the Supplier Company) submits to the Client a Timesheet duly completed by the Consultant at the end of each month or within such relevant period of the Engagement as the Client may specify. The Timesheet will specify the number of days worked by the Consultant during the relevant month or period of the Engagement. The Client must countersign the Timesheet to indicate its acceptance of the details specified therein and the Supplier Company shall notify Burden Dare without delay should the Client either not be prepared to countersign a Timesheet and/or or dispute any entry on a Timesheet.
- 3.6 The Supplier Company shall supply to Burden Dare three references acceptable to Burden Dare relating to the Consultant and the Supplier Company hereby warrants that the Application Information provided to Burden Dare for the purpose of presenting the Supplier Company to Clients as a suitable candidate for any Engagement is true and correct in all material respects and that no fact, detail or information which would be relevant to a prudent Client in determining the Supplier Company’s suitability for an Engagement has been omitted.
- 3.7 If there is any change in the Supplier Company’s or the Consultant’s circumstances which would materially alter the accuracy of the Application Information, the Supplier Company shall immediately notify Burden Dare in writing of those circumstances within 24 hours of their occurrence.
- 3.8 At the request of Burden Dare, the Supplier Company shall provide confirmation of the identity of the Consultant and co-operate in any checks in relation to skills, training, qualification and ability of the Consultant to provide the Services.
- 3.9 The Supplier Company hereby indemnifies (and shall procure that the Consultant shall jointly and severally indemnify) Burden Dare at all times for all losses, claims, damage and costs for which Burden Dare may become liable arising out of any breach of Clause 3.6 and 3.7 above (including, without limitation, any direct or indirect consequential losses or loss of profit).
- 3.10 The Supplier Company shall (and shall procure the Consultant shall) promptly notify Burden Dare of all enquiries which they receive from the Client or any Client Group Company concerning their requirements for further interim management services.

4 FEES

- 4.1 In respect of each Engagement Burden Dare will pay the Supplier Company in accordance with and at such rate as set out in the Contract Details for that Engagement, unless otherwise agreed in writing with Burden Dare.
- 4.2 Before 3 pm on the last Friday of each calendar month, the Supplier Company shall deliver by facsimile to the Burden Dare offices an invoice supported by correctly completed Timesheets countersigned by the Client in respect of Services provided in the previous month. As soon as is reasonably practicable thereafter the Supplier Company shall post the original invoice and Timesheets to Burden Dare’s offices by first class post. Subject to Clause 4.3 below, all invoices will normally be settled 14 days after receipt of the faxed invoice at Burden Dare’s offices save that if the



Supplier Company fails to deliver the copy invoice and Timesheets by the time specified Burden Dare's settlement of the invoice may be delayed until the next month. Payment will normally be by BACS to such account as the Supplier Company shall have notified to Burden Dare, however Burden Dare reserves the right to make payments under the Agreement by cheque, in which case delivery will be by first class post.

- 4.3 Burden Dare will not delay payment of any invoice where Timesheets have not been correctly completed or countersigned by the Client provided that if a Client disputes the details set out in a Timesheet Burden Dare may reasonably delay payment while it makes reasonable enquiries with the Client. Where a dispute relates to only part of an invoice, payment will be made relating to that part of the invoice that has been accepted by the Client. Payment by Burden Dare of the Supplier's invoice shall be without prejudice to any claims or rights which Burden Dare may have against the Supplier Company and shall not constitute any admission by Burden Dare as to the acceptability of the performance of the Services.
- 4.4 If an invoice is disputed by a Client and the dispute is:
- 4.4.1 resolved in favour of the Supplier Company but payment has not yet been made the relevant amount will be paid to the Supplier Company within 14 days of receipt by Burden Dare of the outstanding sum from the Client;
 - 4.4.2 resolved in the Client's favour and the invoice has been paid in full the Supplier Company will repay to Burden Dare the difference between the sum paid to the Supplier Company and the sum agreed by Burden Dare with the Client within 14 days of written notice from Burden Dare;
 - 4.4.3 resolved in the Client's favour and no payment under the invoice has been made, payment shall be made for the sum agreed by Burden Dare with the Client within 14 days of receipt by Burden Dare of the agreed sum from the Client.
- 4.5 The Client, within the terms of the Client's standard expenses policy, is responsible for meeting the reasonable expenses of the Supplier Company insofar as such expenses are incurred by the Consultant in the performance of the Services. These expenses will be paid at a time and by a method agreed directly between the Client and the Supplier Company. In exceptional circumstances Burden Dare may agree to invoice such expenses to the Client on behalf of the Supplier Company and shall be entitled to charge the Client a handling fee equal to 10 per cent of the total expenses invoiced each month.

5 REPLACEMENT OF CONSULTANT

- 5.1 Subject to Clause 5.2 below the Supplier Company shall ensure that the Consultant referred to in the Contract Details shall at all times personally perform the Engagement unless otherwise agreed in writing by Burden Dare's Managing Director.
- 5.2 If the Supplier Company offers a replacement Consultant (**'the Replacement Consultant'**) and the Replacement Consultant is accepted by Burden Dare [and the Client] the Replacement Consultant shall become the Consultant for the purposes of the Agreement (and all references herein to the "Consultant" shall apply to the Replacement Consultant) PROVIDED that Burden Dare shall be under no obligation to accept a Replacement Consultant if in its opinion or the opinion of the Client the Replacement Consultant is not suitable whether by reason of skills, experience, qualifications or otherwise. If the Replacement Consultant is accepted, the Supplier



Company shall procure that handover arrangements are made, such arrangements to be made at the Supplier Company's expense.

6 CONFIDENTIALITY

- 6.1 The Supplier Company acknowledges that during the period of the Engagement under the Agreement the Supplier Company and the Consultant will have access to and be entrusted with trade secrets and confidential information relating to the business of the Client and the Client's Group Companies (if any). This will include (without limitation) designs, negatives, engineering drawings or data information, specifications, processes, procedures, technical information, names of clients, corporate strategy, business financial or similar information or any other trade secrets relating to the business of the Client and any Client Group Company (collectively "Confidential Information").
- 6.2 The Supplier Company and the Consultant will treat all Confidential Information relating to the Client as strictly confidential at all times both during and after the duration of the Engagement and shall observe strict secrecy in respect of all Confidential Information and shall not (without the prior written consent of the Client, Burden Dare or unless specifically required by law) at any time:-
- 6.2.1 divulge or communicate Confidential Information to any person;
 - 6.2.2 cause or facilitate any unauthorised disclosure of Confidential Information;
 - 6.2.3 make use of Confidential Information other than for the benefit of the Client or a Client Group Company.
 - 6.2.4 The restrictions contained in clause 6.2 shall not apply to any Confidential Information which at the time of disclosure is in the public domain or which becomes public after disclosure otherwise than through the actions or default of the Supplier Company and/or the Consultant;
- 6.3 All plans, designs, drawings, formulae, correspondence, specifications, price lists, lists of customers and suppliers and all other documents, papers and property which may have been made or prepared by the Supplier Company or the Consultant pursuant to the Engagement or have come into or under its or his possession or control in the continuance of the Engagement or which relate in any way to the business or affairs of the Client or a Client Group Company or of any customer, supplier, agent or distributor of the Client shall as between the Supplier Company, the Consultant and the Client be deemed to be the property of the Client. The Supplier Company shall immediately (and shall procure that the Consultant shall immediately) upon termination or expiration of the Engagement (or at any time earlier on demand by the Client) deliver up to the Client all such documents, papers and property in the possession of the Supplier Company and/or Consultant.
- 6.4 The Supplier Company undertakes (and shall procure that the Consultant undertakes) to enter into any further confidentiality undertakings as the Client may reasonably require.
- 6.5 Without prejudice to any of Burden Dare's other rights, in the event of a breach by the Supplier Company or the Consultant of the obligations contained in this Clause 6 the Supplier Company will indemnify Burden Dare and be liable to pay to Burden Dare any payments withheld or damages, costs or loss claimed by the Client against Burden Dare.



7 ADDITIONAL ENGAGEMENTS OF THE CONSULTANT

7.1 If the Client or any Client Group Company:

- 7.1.1 engages the Supplier Company or the Consultant on additional assignments or extensions of contract or otherwise outside the Terms (in any manner and on any terms including through any company controlled by the Supplier Company or the Consultant); or
- 7.1.2 introduces the Supplier Company or the Consultant to any third party related to the Client in any way resulting in the offer of a contract with that other party (in which event the Supplier Company will immediately notify Burden Dare in writing); or
- 7.1.3 engages or employs a third party introduced by the Supplier Company or the Consultant,

then the Supplier Company agrees that the Supplier Company or the Consultant's services are to be provided exclusively by Burden Dare and Burden Dare shall be entitled to negotiate (to the extent permitted by law) a placement fee or an extension of hire in advance of the commencement of any such appointment. If it comes to the attention of Burden Dare that the Consultant or a third party introduced by the Supplier Company or the Consultant has already commenced an appointment then the Supplier Company shall be liable to pay to Burden Dare a sum equal to that sum which Burden Dare would otherwise have been entitled to receive by way of fees and/or placement fees from that Client or Client Group Company arising as a result of such appointment.

8 CLIENT EXCLUSIVITY

- 8.1 The Supplier Company undertakes (and shall procure that the Consultant undertakes) that following an introduction by Burden Dare to a Client, irrespective of how that introduction has occurred, neither the Supplier Company nor the Consultant shall canvass solicit or seek specifically or generally to provide services or the services of their associates directly or indirectly to that Client or any Client Group Company for a period of 12 months from the date of introduction.
- 8.2 The Supplier Company shall inform Burden Dare of any direct or indirect approach to it or the Consultant by the Client or a Client Group Company with a view to the Supplier Company or a member of the Supplier Company's Group or the Consultant working or providing services to the Client or a Client Group Company at any time during the 12 months after the termination or expiration of the most recent Engagement.
- 8.3 The Supplier Company shall not during the Agreement or at any time:-
 - 8.3.1 before the first anniversary of the termination or expiration of the Agreement enter into or approach with a view to entering into a contract of employment or a contract for services with the Client or a Client Group Company;
 - 8.3.2 during the Agreement and for a period of 12 months after induce or seek to induce to leave or cease performing services for any Burden Dare Group Company any supplier company or consultant or any employee of Burden Dare Group with whom or which the Supplier Company or Consultant had material contact in the course of dealing with Burden Dare;



- 8.3.3 induce or seek to induce the Client or a Client Group Company to engage the services of any other person or business in competition with Burden Dare.
- 8.4 The Supplier Company shall not (and shall procure that the Consultant shall not) at any time use the name “Burden Dare” or Burden Dare Limited or any other business name used by any member of the Burden Dare Group for the purposes of any business similar to or in competition with Burden Dare.
- 8.5 In the event of a breach of the terms of this Clause 8 the Supplier Company will be liable to pay to Burden Dare by way of damages a sum equal to that sum which Burden Dare would otherwise have been entitled to receive by way of fees had the Supplier Company and/or the Consultant not breached clause 8. The Supplier Company shall procure that the Consultant undertakes to be jointly and severally liable with the Supplier Company in accordance with the terms of this clause.

9 COPYRIGHT, INVENTIONS AND PATENTS

- 9.1 For the purposes of the Agreement the word “Consultant’s Invention” shall mean all inventions, improvements, modifications, enhancements, processes, formulae, know-how, designs, models, prototypes, sketches, drawings, plans or other original matters (whether or not capable of protection by patent, registered design, design right, copyright (whether registered or not), registered trade mark or other rights in the nature of intellectual property) which the Supplier Company or the Consultant alone or with one or more others may make or discover during the continuance of the Engagement and which pertain to the commercial or industrial activities of the Client (or any Client Group Company) for providing the services or making the products of the Client (or any Client Group Company) or pertaining to or resulting from or suggested by any work which the Supplier Company or the Consultant has performed or may hereafter during the continuance of the Engagement perform for the Client (or any Client Group Company).
- 9.2 The Supplier Company hereby acknowledges that for the purposes of this Clause 9 Burden Dare is acting as trustee for the Client in respect of any intellectual property rights relating to any Consultant’s Invention. The Supplier Company shall fully disclose to Burden Dare and the Client the Consultant’s Invention promptly upon the making devising or discovering of it. The Supplier Company hereby acknowledges that the intellectual property rights relating to the Consultant’s Invention belong to the Client or are to be assigned to the Client as Burden Dare’s beneficiary pursuant to Clause 9.3 below and the Supplier Company shall if and whenever required to do so (whether during or after the Engagement) at the expense of the Client execute all such documents and do all such acts as the Client (or Burden Dare as the Client’s trustee) may reasonably require or as may be reasonably necessary or desirable to assign the rights relating to the Consultant’s Invention to Burden Dare (as trustee for the Client) or the Client as Burden Dare’s beneficiary.
- 9.3 In consideration of £1 (receipt of which Burden Dare hereby acknowledges) the Supplier Company hereby assigns (and shall procure that the Consultant shall assign) to Burden Dare (as trustee for the Client) by way of future assignment any intellectual property rights and other proprietary rights relating to any Consultant’s Invention as shall vest in the Supplier Company or the Consultant at any time hereafter.
- 9.4 The Client shall decide in its sole discretion whether to apply for patent registered design or other protection in respect of the Consultant’s Invention and if the Client



reserves the right to work any of the Consultant's Inventions as a secret process the Supplier Company shall observe the obligations relating to Confidential Information which are contained in Clause 6 of the Agreement.

- 9.5 During the continuance of the Engagement and at all times thereafter the Supplier Company shall not (and shall procure that the Consultant will not), (whether by omission or commission) do anything to affect or imperil the validity of the protection for the Consultant's Inventions obtained or applied for by the Client or its nominee. The Supplier Company shall at the Client's expense execute and do all such acts matters documents and things necessary to enable the Client (or its nominee) to apply for and obtain protection for the Consultant's Invention in any or all countries and to vest title thereto in the Client or its nominee absolutely. The Supplier Company and the Consultant will, at the direction of the Client render all assistance within its/their power to obtain and maintain such protection or application or any extension thereof.

10 SUPPLIER COMPANY'S STATUS

- 10.1 Burden Dare and the Supplier Company hereby acknowledge that neither the Supplier Company nor the Consultant is or is intended to be an employee agent or partner of Burden Dare or the Client. The Supplier Company is solely responsible to the appropriate authorities for the payment or deduction of income corporation or other tax National Insurance contributions and any other taxes and deductions payable in respect of the Consultant for any Engagement and (if applicable) for registration for payment of Value Added Tax. The Supplier Company shall procure that the Consultant accounts to the appropriate authorities for all sums payable by the Consultant.
- 10.2 In the event of any claim for any such tax or other payment of the type referred to in Clause 10.1 above or any related payment including but not limited to interest or any penalty or fine being made against Burden Dare in respect of any payments by Burden Dare to the Supplier Company or by the Supplier Company to the Consultant each of the Supplier Company and the Consultant will fully indemnify Burden Dare and/or the Client in respect thereof.
- 10.3 Burden Dare shall be entitled to set off against any sum it may be liable to pay the Supplier Company, any sums that the Supplier Company becomes liable to pay Burden Dare under Clause 10.2 above.
- 10.4 The Supplier Company shall promptly upon reasonable request by Burden Dare provide evidence that the relationship of the Supplier Company or the Consultant with Burden Dare and/or the Client are regarded by Her Majesty's Revenue and Customs as a contract for the provision of services for the purposes, inter alia, of income tax and National Insurance Contributions; and that the Supplier Company and the Consultant have paid any and all relevant taxes and National Insurance Contributions.
- 10.5 The Supplier Company shall procure that the Consultant shall comply with all the relevant legal and fiscal obligations of the country in which the Services are performed including but not limited to the obligations set out in Clause 10.1 and any requirements relating to the registration of residency and work permits.

11 INDEMNITY AND GUARANTEE

- 11.1 The Supplier Company shall be liable for and indemnify and keep Burden Dare indemnified against any and all liability, claims, actions, costs, proceedings,



demands, losses, expenses of whatever nature incurred or suffered by Burden Dare or any third party or damage or injury to any party resulting from the Consultant's or the Supplier Company's officers, employees or representatives actions or omissions in the course of the Engagement or under the terms of the Agreement.

- 11.2 The Supplier Company will at all times have and maintain all necessary insurance cover with a reputable insurance company including but not limited to Employers Liability Insurance, Professional Indemnity Insurance and Public Liability Insurance to cover each of the Supplier Company, the Consultant and the Client during the course of each Engagement at levels of indemnity which will be set by Burden Dare from time to time. The Supplier Company will upon reasonable request from Burden Dare provide Burden Dare with evidence to its satisfaction that such insurance is in place and such premiums are being maintained.
- 11.3 The Supplier Company hereby guarantees to Burden Dare the observance and performance by the Consultant of the terms and conditions contained in the Agreement or implied.
- 11.4 If the Supplier Company (unless relieved from the performance by any Clause of the Agreement or by statute or by the decision of a tribunal of competent jurisdiction) in any respect commits any breach of its obligations under the Agreement, the Supplier Company shall procure that the Consultant shall on his own behalf indemnify Burden Dare and keep it indemnified from and against all losses, damages, costs and expenses that may be incurred by Burden Dare by reason of any default on the part of the Supplier Company in performing and observing the agreements and provisions contained in the Terms.

12 TERMINATION

- 12.1 The Agreement may be terminated by Burden Dare or the Supplier Company in accordance with the provisions set out in the Contract Details.
- 12.2 Without prejudice to any remedy it may have against the Supplier Company for breach or non-performance of any provisions of the Agreement, Burden Dare may terminate this Engagement immediately by notice in writing if:
- 12.2.1 the Supplier Company is in breach of any material term(s) of the Agreement which is in the reasonable opinion of Burden Dare incapable of remedy or in the case of a material breach which is, in the opinion of Burden Dare, capable of remedy and the Supplier Company has failed to remedy such breach within 10 Business Days of receipt of written notice requiring the breach to be remedied and stating that failure to so remedy will result in termination;
 - 12.2.2 a receiver, manager, administrator or administrative receiver has been appointed to the Supplier Company or the Supplier Company has entered into liquidation (whether voluntary or compulsory) or steps have been taken against the Supplier Company to begin such proceedings;
 - 12.2.3 the Consultant is unable (due to illness or otherwise) or ceases to perform the Engagement personally and a Replacement Consultant is not properly appointed pursuant to Clause 5;
 - 12.2.4 the Consultant is found guilty of dishonesty or incompetence or negligence or is convicted of any indictable criminal offence (other than a road traffic offence for which no custodial sentence is ordered);



12.2.5 the Consultant becomes bankrupt, applies for or has made against him a Receivership order or makes a composition with his creditors or becomes of unsound mind or becomes a Patient as defined in the Mental Health Act 1983.

12.3 The Supplier Company acknowledges that the continuation of any Engagement is subject to the continuation of the contract entered into between Burden Dare and the Client. In the event that the contract between Burden Dare and the Client is terminated for any reason the relevant Engagement and the Agreement between the Supplier Company and Burden Dare shall cease immediately without liability otherwise than for liabilities accrued prior to the date of termination.

13 GENERAL

13.1 The legal construction of any Clause in the Terms shall not be affected by any heading which are for convenience of reference only. References to singular shall include references to the plural as the context requires and references to the male shall include references to the female and vice versa.

13.2 The formation, interpretation and operation of the Terms shall be subject to English Law and the Supplier Company and the Consultant hereby submit to the non-exclusive jurisdiction of the English Courts.

13.3 It is hereby agreed that by its signature hereto the Supplier Company has read, understood and agreed to be bound by the Terms in respect of all Engagements until agreed otherwise in writing.

13.4 The Supplier Company may not assign or delegate its obligations under the Agreement without the prior written consent of Burden Dare.

13.5 Subject to Clause 4.2 above which sets out Burden Dare's requirements as to the delivery of invoices and Timesheets any notice to be given under the Agreement by the Supplier Company shall (unless specifically provided otherwise in the Agreement) be in writing and may be sent by first class pre-paid post, electronic mail or facsimile letter addressed to Burden Dare to be served at the relevant post or electronic mail addresses or facsimile numbers given in the Agreement (or such other addresses or facsimile numbers as may be notified by Burden Dare to the Supplier Company). Any notice to be given under the Agreement by Burden Dare to the Supplier Company may be given verbally or in writing by first class pre-paid post, electronic mail or facsimile letter to be served at the relevant post or electronic mail addresses or facsimile numbers as set out in the Contract Details or as notified to Burden Dare from the Supplier Company from time to time. Any verbal notice shall be followed by written notice as soon as is reasonably practicable. Any notice served by hand or verbally shall be deemed to have been served at the time of actual delivery. Any notice served by post shall be deemed served on the Business Day following that on which it was posted in the United Kingdom. Any notice served by electronic mail or facsimile shall be deemed served at the time of dispatch if dispatched on a Business Day before 5.30 pm or in any other case at 10.00 am on the Business Day after the day of dispatch provided that the sending equipment confirms successful transmission of the electronic mail or facsimile. In the Agreement "Business Day" means any day (excluding a Saturday or Sunday) on which clearing banks are open for business in London.

13.6 Each of the parties on their own behalf declares and acknowledges that it is not entering into the Agreement in reliance upon any representation or warranty or



understanding express or implied which is not contained expressly in the Agreement and (for the avoidance of doubt) hereby irrevocably and unconditionally waives any right to any remedy of whatsoever nature (whether damages, rescission or otherwise) for any breach of any such representation or warranty which there may have been or which may occur.

- 13.7 Any references, express or implied, to legislation include references to:
- 13.7.1 that legislation as amended, extended or applied by or under any other legislation before or after the Agreement;
 - 13.7.2 any legislation which that legislation re-enacts (with or without modification); and
 - 13.7.3 any subordinate legislation made (before or after the Agreement) under any legislation, including one within Sub-Clauses 13.7.1 or 13.7.2 above.
- 13.8 Any reference to “a person” includes a natural person, firm, partnership, company, corporation, association, organisation, institutions, foundation, trust or agency (in each case whether or not having a separate legal personality).
- 13.9 The restrictions contained in the Agreement are considered reasonable by the parties but, if any such restriction shall be found void but would be valid if some part thereof were deleted or the period or area of application reduced, such restriction shall apply with such modification as may be necessary to make it valid and effective. In the event of any Clause contained in the Agreement or any part thereof being declared invalid or unenforceable, all other Clauses or parts thereof contained in the Agreement shall remain in full force and effect and shall not be affected thereby.
- 13.10 Except as provided otherwise in the Terms, neither the Terms nor the Contract Details shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.