

Dated

2016

[            ]

and

**MICK GEORGE LIMITED**

Draft

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**FRAMEWORK SERVICES AGREEMENT**

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SLOAN PLUMB WOOD LLP  
Apollo House, Isis Way  
Minerva Business Park  
Lynch Wood  
Peterborough  
PE2 6QR

(Ref: JPB/MIC1/212)

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DATE:

2016

## Parties

- (1) [ ] incorporated and registered in England and Wales with company number [ ] whose registered office is at [ ] (the "Supplier"); and
- (2) **MICK GEORGE LIMITED** incorporated and registered in England and Wales with company number 02417831 whose registered office is at 6 Lancaster Way, Ermine Business Park, Huntingdon, Cambridgeshire, PE29 6XU (the "Customer").

## Background

- (A) The Supplier is in the business of providing the Available Services.
- (B) The Customer wishes to obtain and the Supplier wishes to provide the Available Services on the terms set out in this Agreement.

## Agreed terms

### 1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

#### 1.1 Definitions:

- "Applicable Laws": all applicable laws, statutes, regulations and codes from time to time in force.
- "Available Services": the services as set out in Schedule 1.
- "Business Day": a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- "Business Hours": the period from 9.00 am to 5.00 pm on any Business Day.
- "control": shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.
- "Customer's Equipment": any equipment, including tools, systems, cabling or facilities, provided by the Customer, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Works including any such items specified in a Statement of Work.
- "Customer Materials": all documents, information, items and materials in any form (whether owned by the Customer or a third party), which are provided by the Customer to the Supplier in connection with the Works.

"Deliverables":		any outputs of the Works to be provided by the Supplier to the Customer as specified in a Statement of Work and any other documents, products and materials provided by the Supplier to the Customer in relation to the Works.
"Intellectual Rights":	Property	patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) 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.
"Mandatory Policies":		the Customer's business policies and codes, as amended by notification to the Supplier from time to time.
"SoW Charges":		the sums payable for the Works as set out in a Statement of Work.
"Statement of Work":		the detailed plan, agreed in accordance with clause 3, describing the services to be provided by the Supplier, the timetable for their performance and the related matters listed in the template statement of work set out in Schedule 2.
"VAT":		value added tax chargeable under the Value Added Tax Act 1994.
"Works":		the Available Services which are provided by the Supplier under a Statement of Work, including services which are incidental or ancillary to the Works.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to **writing** or **written** includes email.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 A reference to **this Agreement** or to any other agreement or document referred to in this Agreement is a reference of this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.14 References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.15 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.

## **2. Commencement and duration**

- 2.1 This Agreement shall commence on the date when it has been signed by all the parties and shall continue, unless terminated earlier in accordance with clause 14, until either party gives to the other party written notice to terminate. Such notice shall be served no earlier than the **[first]** anniversary of the date of this Agreement and shall expire on the completion of all Statements of Work entered into before the date on which it is served.
- 2.2 If there are no uncompleted Statements of Work as at the date notice to terminate is served under clause 2.1, such notice shall terminate this Agreement with immediate effect.
- 2.3 The parties shall not enter into any further Statements of Work after the date on which notice to terminate is served under clause 2.1.

2.4 The Customer may procure any of the Available Services by agreeing a Statement of Work with the Supplier pursuant to clause 3.

2.5 The Supplier shall provide the Works from the date specified in the relevant Statement of Work.

### **3. Statements of Work**

3.1 Each Statement of Work shall be agreed in the following manner:

3.1.1 As and when required, the Customer shall send (via email) the Supplier draft Statements of Work specifying the Works the Customer wishes the Supplier to complete;

3.1.2 within [1] Business Day of the Customer's request, the Supplier shall notify the Customer of its availability to undertake the Works set out in the Statement of Work and whether they can complete the specified Works;

3.1.3 if the Supplier is able to complete the Works then the Customer shall (in its absolute discretion) send a final, dated Statement of Work to the Supplier and confirm that the Supplier is contracted to perform that Statement of Work.

3.2 Once a Statement of Work has been agreed in accordance with clause 4, no amendment shall be made to it except in accordance with clause 7 or clause 19.

3.3 Each Statement of Work shall be part of this Agreement and shall not form a separate contract to it.

### **4. Supplier's responsibilities**

4.1 The Supplier shall:

4.1.1 provide the Works in accordance with the Statement of Work;

4.1.2 ensure that the Works will conform in all respects with the Statement of Work and be fit for any purpose expressly or implicitly made known to the Supplier by the Customer;

4.1.3 perform the Works with the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

4.1.4 ensure that all goods, materials, standards and techniques used in providing the Works are of the best quality and are free from defects in workmanship, installation and design;

4.1.5 co-operate with the Customer in all matters relating to the Works, and comply with the Customer's instructions;

before the date on which the Works are to start, obtain and maintain during the term of the relevant Statement of Work, all necessary licences and consents and comply with all relevant legislation in relation to the Works.

- 4.1.6 observe all health and safety rules and regulations and any other reasonable security requirements that apply at any premises on which Works take place from time to time;
  - 4.1.7 hold all Customer Materials in safe custody at its own risk, maintain such Customer Materials in good condition until returned to the Customer, and not dispose of or use the Customer Materials other than in accordance with the Customer's written instructions or authorisations;
  - 4.1.8 not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;
  - 4.1.9 notify the Customer in writing immediately upon the occurrence of a change of control of the Supplier; and
  - 4.1.10 comply with any additional obligations imposed on it as set out in a Statement of Work.
- 4.2 Time is of the essence in relation to any performance dates for the Supplier. If the Supplier fails to meet the relevant deadlines, then (without prejudice to the Customer's right to terminate this Agreement and any other rights it may have), the Customer may:
- 4.2.1 refuse to accept any subsequent performance of the Works under the relevant Statement of Work which the Supplier attempts to make;
  - 4.2.2 purchase substitute services from elsewhere and reclaim from the Supplier any additional costs incurred as a result of procuring such services from a third party instead of the Supplier;
  - 4.2.3 hold the Supplier accountable for any loss and additional costs incurred; and
  - 4.2.4 have any sums previously paid by the Customer to the Supplier in respect of the affected Works refunded by the Supplier.
- 4.3 In relation to the Supplier's personnel, the Supplier shall ensure that all personnel involved in the provision of the Works have suitable skills and experience to enable them to perform the tasks assigned to them, and that such personnel are in sufficient number to enable the Supplier to fulfil its obligations under this Agreement;

## **5. Customer's obligations**

- 5.1 The Customer shall:
- 5.1.1 co-operate with the Supplier in all matters relating to the Works;
  - 5.1.2 inform the Supplier of all health and safety and security requirements that apply to any premises at which Works are carried out.

## **6. Default by the Customer**

A failure by the Customer to comply with the terms of this Agreement can only relieve the Supplier from complying with its obligations under this Agreement with effect from the date on which the Supplier notifies the Customer in writing and in reasonable detail of the Customer's failure and its effect or anticipated effect on the Works.

## **7. Change control**

7.1 Either party may propose changes to the scope or execution of the Works, but no proposed changes shall come into effect until those changes have been agreed by the parties in signed writing.

## **8. Charges and payment**

8.1 In consideration of the provision of the Works by the Supplier, the Customer shall pay the SoW Charges.

8.2 Where the SoW Charges are calculated on a time and materials basis it is agreed that:

8.2.1 the Supplier's daily fee rates are calculated on the basis of an eight-hour day, worked during Business Hours;

8.2.2 the Supplier shall not be entitled to charge on a pro-rata basis for part days worked by the Supplier's team during Business Hours, unless it has the Customer's prior written consent to do so;

8.2.3 the Supplier shall ensure that every individual whom it engages on the Works completes time sheets to record time spent on the Works, and the Supplier shall indicate the time spent per individual in its invoices.

8.3 Where the SoW Charges are calculated on a fixed price basis, the amount of those charges shall be as set out in a Statement of Work.

8.4 The Supplier shall invoice the Customer for the SoW Charges at the intervals specified in the Statement of Work. If no intervals are specified, the Supplier shall invoice the Customer at the end of each month for Works performed during that month.

8.5 The Customer shall pay each invoice submitted to it by the Supplier within [30] days of receipt to a bank account nominated in writing by the Supplier.

8.6 The Customer may, at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. If the liabilities to be set off are expressed in different currencies, the Customer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

## **9. Intellectual property rights**

### 9.1 In relation to the Customer Materials:

9.1.1 the Customer and its licensors shall retain ownership of all IPRs in the Customer Materials; and

9.1.2 the Customer grants to the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Customer Materials for the term of this Agreement for the purpose of providing the Works to the Customer.

### 9.2 The Supplier:

9.2.1 warrants that the receipt, use and onward supply of the Works by the Customer shall not infringe the rights, including any Intellectual Property Rights, of any third party; and

9.2.2 shall keep the Customer indemnified in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Customer as a result of or in connection with any claim brought against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Works and the Deliverables.

## **10. Insurance**

During the term of this Agreement and for a period of [2 years] after the expiry or termination of this Agreement, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance at an amount not less than the standard amount and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

## **11. Compliance with laws and policies**

### 11.1 In performing its obligations under this Agreement, the Supplier shall comply with:

11.1.1 the Applicable Laws and the Supplier will inform the Customer as soon as it becomes aware of any changes in those Applicable Laws; and

11.1.2 the Mandatory Policies.

## **12. Confidentiality**

12.1 Each party undertakes that it shall not at any time 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 12.2.

12.2 Each party may disclose the other party's confidential information:

- 12.2.1 to its employees, officers, representatives 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 Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and
- 12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 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 Agreement.

### **13. Limitation of liability**

#### **13.1 Nothing in this Agreement:**

13.1.1 shall limit or exclude the Supplier's or the Customer's liability for:

13.1.1.1 death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;

13.1.1.2 fraud or fraudulent misrepresentation; or

13.1.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or other liability which cannot be limited or excluded by applicable law.

13.1.2 shall limit or exclude the Supplier's liability under clause 9.2.2 (IPR indemnity).

#### **13.2 Subject to clause 13.1:**

13.2.1 neither party to this Agreement shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this Agreement;

13.2.2 the Customer's total liability to the Supplier, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to **one-hundred** per cent (**100%**) of the total charges paid by the Customer under this Agreement.

#### **13.3 Notwithstanding clause 13.2.1, the losses for which the Supplier assumes responsibility and which shall (subject to clause 13.2.2) be recoverable by the Customer include:**

13.3.1 sums paid by the Customer to the Supplier pursuant to this Agreement, in respect of any services not provided in accordance with the terms of this Agreement;

13.3.2 wasted expenditure;

- 13.3.3 additional costs of procuring and implementing replacements for, or alternatives to, the Works, including consultancy costs, additional costs of management time and other personnel costs and costs of equipment and materials;
  - 13.3.4 losses incurred by the Customer arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any subcontractor, Supplier personnel, regulator or customer of the Customer) against the Customer caused by the act or omission of the Supplier; and
  - 13.3.5 anticipated savings.
- 13.4 The rights of the Customer under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by the common law.

## **14. Termination**

- 14.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- 14.1.1 the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than [30] days after being notified in writing to make such payment;
  - 14.1.2 the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of [10] days after being notified in writing to do so;
  - 14.1.3 the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
  - 14.1.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 **OR** (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 **OR** (being a partnership) has any partner to whom any of the foregoing apply;
  - 14.1.5 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - 14.1.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a

company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- 14.1.7 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
  - 14.1.8 the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
  - 14.1.9 a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
  - 14.1.10 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within [14] days;
  - 14.1.11 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.1.4 to clause 14.1.10 (inclusive); or
  - 14.1.12 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 14.2 Without affecting any other right or remedy available to it, the Customer may terminate this Agreement with immediate effect by giving not less than 2 weeks' written notice to the Supplier.

## **15. Consequences of termination**

- 15.1 On termination or expiry of this Agreement:
  - 15.1.1 all existing Statements of Work shall terminate automatically;
  - 15.1.2 the Supplier shall immediately return all Customer Materials and the Customer's Equipment. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been delivered or returned, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Agreement;
  - 15.1.3 the Supplier shall, if so requested by the Customer, provide all assistance reasonably required by the Customer to facilitate the smooth transition of the Works to the Customer or any replacement supplier appointed by it including the assistance as set out in the relevant Statements of Work; and
  - 15.1.4 the following clauses shall continue in force: clause 1 (Interpretation), clause 9 (Intellectual property rights), clause 12 (Confidentiality), clause 13

(Limitation of liability), clause 15 (Consequences of termination), clause 16 (Inadequacy of damages), clause 20 (Waiver), clause 22 (Severance), clause 24 (Conflict), clause 29 (Governing law) and clause 30 (Jurisdiction).

- 15.2 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.

**16. Inadequacy of damages**

Without prejudice to any other rights or remedies that the Customer may have, the Supplier acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the Supplier. Accordingly, the Customer shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.

**17. Force majeure**

- 17.1 "Force Majeure Event" means any circumstance not within a party's reasonable control including, without limitation:

17.1.1 acts of God, flood, drought, earthquake or other natural disaster;

17.1.2 epidemic or pandemic;

17.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

17.1.4 nuclear, chemical or biological contamination or sonic boom;

17.1.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;

17.1.6 collapse of buildings, fire, explosion or accident.

- 17.2 Provided it has complied with clause 17.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event ("Affected Party"), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

- 17.3 The Affected Party shall:

- 17.3.1 as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- 17.3.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 17.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than **[1]** week, the party not affected by the Force Majeure Event may terminate this Agreement by giving **[1]** week's written notice to the Affected Party.

## **18. Assignment and other dealings**

- 18.1 The Supplier shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.
- 18.2 The Customer may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement, provided that it gives prior written notice of such dealing to the Supplier.

## **19. Variation**

Subject to clause 7, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## **20. Waiver**

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

## **21. Rights and remedies**

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## **22. Severance**

- 22.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the

relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

- 22.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**23. Entire agreement**

- 23.1 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.

- 23.2 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.

**24. Conflict**

If there is an inconsistency between any of the provisions of this Agreement and the provisions of the Statements of Work, the provisions of this Agreement shall prevail.

**25. No partnership or agency**

- 25.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of 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.

- 25.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

**26. Third party rights**

No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

**27. Notices**

- 27.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:

27.1.1 delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

27.1.2 sent by email to the address specified in the Statement of Work.

- 27.2 Any notice or communication shall be deemed to have been received:
- 27.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
  - 27.2.2 if sent by pre-paid first-class post or other next Business Day delivery services, at 9.00am on the second Business Day after posting or at the time recorded by the delivery service; or
  - 27.2.3 if sent by email, at 9.00am on the next Business Day after transmission.
- 27.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **28. Counterparts**

- 28.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 28.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

## **29. Governing law**

This Agreement 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 and Wales.

## **30. Jurisdiction**

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

This agreement has been entered into on the date stated at the beginning of it.

**Schedule 1  
Available Services**

**Part 1**

1. **[insert list of services to be supplied by the Supplier]**

**IMPORTANT: this list is to be general in that it will cover board areas of work that may be covered by that particular supplier from time to time – it is not designed to specifically set out the work to be undertaken on each specific project, that is what the Statements of Work are for.**

## Schedule 2 Template Statement of Work

- Works: *[List out all the of the services to be provided under the statement of work (Works). The Works referred to here should be taken from the list of services in Schedule 1 and made more specific to the job at hand.]*
- Start date and term: *[Specify when the Works will commence, and the term of this Statement of Work.]*
- Customer Materials: *[List out the Customer Materials (if any).]*
- Timetable: *[Set out the timetable for performing the Works.]*
- Deliverables: *[Set out any deliverables for the Works.]*
- SoW Charges: *[Set out the charges for the Works. This should be calculated in accordance with clause 8.]*
- Exit assistance: *[Set out details of the exit assistance which the Supplier will provide to the Customer.]*

Signed by [ \_\_\_\_\_ ]  
on behalf of  
[ \_\_\_\_\_ ]

.....  
Director

Signed by Jonathan Paul Stump  
on behalf of **MICK GEORGE LIMITED**

.....  
Director