

AGREEMENT FOR CONSULTANCY SERVICES (SUPPLIERS)

ASSIGNMENT SCHEDULE

Agreement Reference: «PLACEMENT_ID»
 Agreement Date: «DOCUMENT_DATE_CREATED»

THE PARTIES:

Company Name	Sand Resources Limited
Company Address	4 Mount Ephraim Road, Tunbridge Wells, Kent, TN1 1EE
Supplier	«CANDIDATE_COMPANY_NAME»
Supplier Address	«CANDIDATE_ADDRESS1», «CANDIDATE_ADDRESS2», «CANDIDATE_ADDRESS3», «CANDIDATE_TOWN», «CANDIDATE_COUNTY», «CANDIDATE_POSTCODE»

TO PROVIDE SERVICES AT:

Client Name	«LOCATION_COMPANY_NAME»
Contract Site	«LOCATION_CONTACT_DEPARTMENT», «LOCATION_CONTACT_ADDRESS1», «LOCATION_CONTACT_ADDRESS2», «LOCATION_CONTACT_ADDRESS3», «LOCATION_CONTACT_TOWN», «LOCATION_CONTACT_COUNTY», «LOCATION_CONTACT_POSTCODE»

ASSIGNMENT DETAILS:

Services	The provision of consultancy services to the Client at the Contract Site for the purposes of the Project.
Project	[Insert brief description of the Project]
Contract Rate	£«PAY_RATE» per «CHARGE_UNIT»
Estimated Project Cost	£«PAY_RATE» x «NUMBER_OF_WEEKS» Weeks = £ Value or (X Number of Days)

Supplier Representative	«CANDIDATE_NAME»
Start Date	«START_DATE»
End Date	«END_DATE»
Assignment Term	«NUMBER_OF_WEEKS» Weeks / A Maximum of days.
Standard Service Day / Week	«HOURS_PER_DAY» Hours / «HOURS_PER_WEEK» Hours

Non-Standard hours	No provision is made for additional hours without the prior written approval of the Client or No provision is made for additional hours. The Consultant is expected to work a professional working day.
Expenses	No expenses may be claimed without the prior approval of the client and, Where appropriate, expenses claimed will be in line with the client's expense rates schedule.
Invoicing Frequency	Weekly/Monthly or 4/5 Weekly
Notice for termination	1 week during the first 4 weeks of service, thereafter 4 weeks notice.

Special Conditions	
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Both parties hereby agree that the Services shall be provided in accordance with and subject to the Agreement for the Consultancy Services (Suppliers) – Terms and Conditions as set out below.

Signed for and on behalf of the Company (Sand Resources)	Signed for and on behalf of the Supplier
Signed:	Signed:
Date:	Date:
Name:	Name:
Title:	Title: (eg: Director)

AGREEMENT FOR CONSULTANCY SERVICES (SUPPLIERS)

TERMS AND CONDITIONS

WHEREAS:

- A. The Supplier carries on the business of the provision of specialist consultancy services relating to all aspects of the Services and the Project specified in the Assignment Schedule; and
- B. The Company has requested the Supplier, and the Supplier has agreed with the Company, to provide the Services on the terms and conditions set out below and as specified in the Assignment Schedule

IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions and Interpretation

1.1 In this Agreement:

“Conduct Regulations”	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003.
“End Client”	means the Client’s customer, or such other third party for whose ultimate benefit the Services are performed.
“Professional Working Day”	means a minimum of 8 hours per day (being the estimated number of hours per day required for completion of the Project during the Assignment Term) or such hours as are reasonably requested by the Client and required for the Project.
“Representative(s)”	means the initial Supplier Representative as named in the Assignment Schedule, together with any substitute Representative(s) as may be supplied under Clause 4 below.

1.2 Unless the context requires otherwise, references to the singular include the plural, references to the male include the female, and vice versa in each case.

1.3 The headings contained in this Agreement are for convenience only and do not have any effect on the interpretation of the terms and conditions contained herein.

2. Services and the Project

2.1 The Supplier will, during the Assignment, perform such Services as specified by the Client which are necessary for the completion of the Project, as set out in the Assignment Schedule.

2.2 The Supplier will perform the Services promptly and efficiently, with all due care, diligence and professional skill as can reasonably be expected from a specialist supplier of consultancy services.

2.3 Unless otherwise agreed with the Client, the Supplier shall perform the Services at the Contract Site as specified in the Assignment Schedule, or at such other location as reasonably required by the Client from time to time to ensure the completion of the Project.

2.4 The Client and the Supplier may agree from time to time that the Services can be provided away from the Client Site, such as remotely from the Supplier’s offices or place of business. In such event, the Supplier shall be responsible for ensuring adequate telephony, IT and other communication facilities to enable the successful performance of the Services remotely.

2.5 It is understood by the parties that the method of execution of the Services shall be determined by the Supplier. However, it is recognised by the Supplier that the Client shall have the right to consult with the Supplier in respect of the manner of such execution, to ensure that the Project is successfully completed to the Client’s specification. The Supplier undertakes that it will comply with any reasonable and lawful instructions made by the Client that are within the scope of the Assignment.

2.6 The Supplier undertakes that it will use all reasonable endeavours to comply with any Project timetable, targets, deadlines or other Project requirements which are specified by the Client and communicated to the Supplier for the progress or delivery or completion of the Project.

2.7 The Supplier shall furnish the Client and/or the Company with any progress reports in respect of the Services as may be requested from time to time.

2.8 In the event that the Standard Service Week is based on a set number of hours per week, then the Supplier shall have reasonable flexibility as to the allocation of hours worked on a daily basis in each Standard Service Week, provided that the full stated number of hours are worked in each Standard Service week and that any non-standard work patterns conform to the Client’s Project requirements and any Contract Site rules and regulations.

2.9 The Supplier shall provide such facilities, tools and equipment as are necessary for the performance of the Services, whether away from the Contract Site or otherwise.

3.10 Nothing in this Agreement shall operate to prevent the Supplier from contracting with third parties during the Assignment Term to supply consultancy services, provided this does not create any conflict of interest, or compromise the Supplier's ability to deliver the Services and the to the Client's Project specification, or otherwise leads to a breach of this Agreement.

3. Supplier Warranties and Obligations

3.1 The Supplier warrants that it shall only supply Representatives to perform the Services that have opted out under Section 32 of the Conduct Regulations.

3.2 The Supplier warrants that all Representatives supplied under the Assignment have the right to live and work in the country where the Services are performed. The Company shall have the right to see, and the Supplier shall immediately provide, proof of such entitlement, in respect of each Representative, upon request.

3.3 The Supplier shall not, and shall procure that the Representative(s) shall not, engage in any conduct detrimental to the interests of the Company, the Client and/or any End Client, including any conduct tending to bring such parties into disrepute or which results in the loss of custom or business.

3.4 The Supplier will procure that in the provision of the Services, it will and the Representative(s) will comply with all applicable laws, rules and regulations specified by the Client (including, without limitation, rules and regulations in respect of any statutory obligations, data protection legislation, health and safety, internet and email use, and security). Further, the Supplier shall take all reasonable steps to safeguard the health and safety of its Representative(s) during the Assignment, and the health and safety of any third party who may be affected by the Representative(s)' actions during the Assignment (whether at the Contract Site or otherwise).

3.5 In the event that the Supplier is unable for any reason to perform the Services on any normal working day during the Assignment Term, the Supplier shall inform the Client and the Company of such incapacity as soon as reasonably practical any in any event no later than 10.00 a.m. on the first day of such incapacity.

3.6 The Supplier warrants that the Representative(s) shall have the required standard of skills, experience and training necessary to perform the Services. The Supplier shall bear the cost of any training which its Representative(s) may require in order to successfully complete the Services.

3.7 The Supplier warrants that, in entering into this Agreement and performing its obligations hereunder, it will not thereby be in breach of any law or any obligation which it owes to a third party.

3.8 The Supplier warrants that it will immediately notify the Company in writing, if it should become insolvent, dissolved or subject to a winding up petition.

3.9 The Supplier warrants that any computer equipment and associated software which it provides to, or which is used by, its Representatives for the purpose of performing the Services contains ant-virus protection with the latest released upgrade from time to time.

4. Substitution

4.1 The Supplier shall ensure that the Services are initially performed by the Supplier Representative named in the Assignment Schedule.

4.2 During the Assignment Term, the Supplier shall be entitled to substitute the initially provided Representative for a replacement Representative, subject to the following conditions being met:

4.2.1 The Supplier must demonstrate to the Client's reasonable satisfaction that any substitute Representative has at least the equivalent levels of skill, qualifications, experience and training as the initial Representative, in order for the required standards of the Services to be met.

4.2.2 Any substitute Representative that is proposed by the Supplier must have opted out of the Conduct Regulations.

4.2.3 Any substitute Representative that is proposed by the Supplier must have the legal right to work in the country where the Services are carried out.

4.2.4 At the Client's request, the initial Representative shall conduct a handover of not less than one week, during which time he shall work alongside the substitute Representative in order to ensure that the substitute Representative is familiar with the Client's Project requirements, the working environment and any timetable or deadlines to be completed. The Supplier shall not make any additional charge for the extra Representative during such handover period.

4.3 Failure to meet any of the conditions stipulated in Clause 4.2 above shall mean that the substitute Representative shall not be allowed to assume performance of the Services, and the Supplier shall be obliged to ensure that the Services continue to be performed by the initially named Representative.

5. Invoicing and Payments

5.1 Subject to full compliance with the terms of this Clause 5, the Supplier shall be entitled to fees from the Company ("Fees") as detailed in the Assignment Schedule for all hours/days during which Services are provided by the Supplier.

- 5.2 The Supplier shall not be entitled to receive payment from either the Company or the Client for time not actually spent providing Services on the Project, whether in respect of holidays, illness or absence for any other reason.
- 5.3 The Supplier shall, on a monthly basis, provide the Company with written records of time spent providing Services on the Project during the previous week/month (as appropriate). The Supplier shall be obliged to ensure that such records are signed by both the Representative and the Client as being a true and accurate record of time spent on the Project during the week/month in question. Where specified by the Company or the Client, the Supplier shall be obliged to use and submit standard format time records as furnished by the Company or the Client (and in such event, any non-standard time records shall not be valid).
- 5.4 In addition to the submission of written time records, the Supplier shall also be obliged (where requested by the Client) to enter the details of time spent on the Project onto the Client's own electronic time recording system.
- 5.5 The Supplier shall be required to invoice the Company for Services on a monthly basis. Monthly billing shall be on either a calendar monthly basis, or on a 4-4-5 weekly basis each quarter. The Company will advise the Supplier of the required billing pattern at the commencement of the Agreement.
- 5.6 Payment of the Supplier's invoices is strictly subject to the following conditions:
- 5.6.1 The Supplier must have signed a copy of this Agreement and provided it to the Company.
- 5.6.2 The Supplier must have furnished the Company with a copy of its Certificate of Incorporation, and where the Supplier is registered for VAT, the Supplier's VAT Certificate.
- 5.6.3 The Supplier must have provided the Company with its current banking details to allow payment by bank transfer (including account name, bank address, sort code and account number).
- 5.6.4 Each of the Supplier's invoices must contain, as a minimum, the following information: Supplier name and address, Representative name, Client name, month in which the Services were provided, and the Supplier's current and correct banking details. Where the Supplier changes banking details, this must be specifically notified in writing to the Company's accounts department (changes to the form of invoice is not sufficient to enable the Company to amend its internal records).
- 5.6.5 Each invoice must be accompanied by time records duly completed as set out in Clause 5.3 above. Any time records which have been incorrectly completed and/or which have not been signed by both the Representative and a duly authorised signatory of the Client shall be rejected.
- 5.6.6 The invoice must relate to Services performed in the previous 90 days. The Company shall not be liable to pay any invoices which relate to Services performed by the Supplier more than 90 days prior to receipt of the invoice.
- 5.7 The Contract Rate shown on the Assignment Schedule is exclusive of VAT. If the Supplier is registered for VAT and has provided to the Company a valid VAT Certificate, the Supplier shall charge VAT in addition to the Contract Rate at the currently prescribed rate as at the date of invoice.
- 5.8 The Company shall only reimburse expenses reasonably incurred by the Supplier in the course of performing the Services on the Project, if such claim is supported by all valid receipts and documentation, together with written authorisation from the Client authorising the Supplier to incur those expenses. The Supplier shall not submit any expense claims to the Company (and the Company shall not be liable to reimburse expense claims) if such claims have not already been authorised and signed off by the relevant line manager of the Client (a clearly printed name and signature is required for paper-based documents) prior to submission. For the avoidance of doubt, travel costs to and from the Contract Site are for the Supplier's own account.
- 5.9 The Company will pay the Supplier's correctly submitted invoices (subject to the conditions in Clause 5.6 above) within 15 days of receipt.
- 5.10 All payments made by the Company under this Agreement will be made to the Supplier, and the Supplier shall be fully responsible for any PAYE Income Tax, National Insurance Contributions, statutory entitlements such as holiday pay and statutory sick pay, and any other taxes and deductions payable in respect of its Representative(s) under this Agreement ("Statutory Payments").

6. Liability and Insurance

- 6.1 The Supplier shall be liable for, and shall indemnify the Company, the Client and the End Client (as applicable) against all and any actions, claims, costs, expenses, damages and liabilities whatsoever and howsoever incurred by them, resulting or arising from the following:
- 6.1.1 Failure by the Supplier to account for and pay any Statutory Payments as described in Clause 5.10;
- 6.1.2 Any breach of the terms of this Agreement by the Supplier;
- 6.1.3 Any negligent, reckless, wilful or criminal act or omission of the Supplier or the Representative(s);
- 6.1.4 Any misrepresentation by the Supplier or the Representative(s);

- 6.1.5 Any claim by the Representative to the effect that it is an employee of the Company, Client or End Client (as applicable), including but not limited to any award made by an Employment Tribunal and all legal costs and expenses incurred in disputing such claim.
- 6.2 The Supplier shall ensure the provision of adequate and suitable policies of Employers Liability Insurance, Public and Products Liability Insurance and Professional Indemnity Insurance, to cover the performance and liabilities of the Supplier and its Representatives under this Agreement. The Supplier shall, where requested by the Company, promptly provide to the Company copies of all such policies, together with proof that all premiums due in respect of such policies have been settled.
- 6.3 The Supplier shall be fully liable for any defects arising in relation to the Services, and shall rectify at the Supplier's own cost such defects as may be capable of remedy within a reasonable period from notification of such defects, either by the Company or the Client.

7. Confidentiality

- 7.1 In order to protect the confidentiality and trade secrets of the Company, the Client and/or any End Client, and without prejudice to every other duty to keep secret all information provided to the Supplier or gained by the Supplier during this Agreement, the Supplier agrees on its own part and on the part of its Representative(s) as follows:
- 7.1.1 That it will not, at any time whether during or after the Agreement (unless expressly so authorised by the Company, Client or End Client as a necessary part of the performance of the Supplier's duties) to disclose to any person or make use of any of the trade secrets or confidential information of the Company, Client or End Client;
- 7.1.2 That it will deliver up to the Company or the Client or destroy (as directed) at the end of the Agreement all documents and other materials belonging to the Client (and all copies of the same) which are in its possession, including documents and other materials created by the Supplier or its Representative(s) during the course of the Services;
- 7.1.3 That it will not, at any time, make a copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Company, Client or End Client except when required to do so in the course of its duties when providing the Services, in which event any such item shall belong to the Company, Client or End Client as appropriate.
- 7.2 The Supplier shall, and shall procure that the Personnel shall, at the request of the Client, execute a confidentiality undertaking in favour of the Client, in such form as the Client shall reasonably require.
- 7.3 The terms of this Agreement (including the Assignment Schedule) are confidential. Details to do with remuneration, expenses, Client or End Client identity, charge and pay rates, or other information related to these terms, are not to be disclosed to any third party by the Supplier without the express permission of the Company in writing (with the exception of the Representative(s) and their immediate family, and any professional accountancy or legal advisers of the Supplier). The Supplier shall ensure compliance by the Representative(s) with this clause.

8. Intellectual Property

- 8.1 All property, software and other materials supplied by the Client during the term of this Agreement shall at all times remain the property of the Client.
- 8.2 The Supplier acknowledges that all copyright, trade marks, patents, design rights and any other intellectual property rights deriving from the Services carried out by the Supplier and its Representative(s), or by any third party to whom the Agreement is assigned or sub-contracted with the Company's permission (the "Works"), shall belong absolutely to the Client. Accordingly, the Supplier shall (and shall procure that all Representatives shall) execute all such documents and do all such acts as the Company shall from time to time require, in order to give effect to its rights pursuant to this clause and to vest legal and beneficial title to the Works in the Client.
- 8.3 The Supplier shall, where requested, procure the waiver of any moral rights by its Representative(s) in respect of the Works or other Services performed.
- 8.3 The Supplier warrants that the Works produced during the course of the Services shall be original and will not infringe the intellectual property rights of any third party. The Supplier shall:
- (a) not use any pre-existing intellectual property rights owned by a third party in providing the Services during the Assignment Term, without the written authority of the third party and the Client;
 - (b) present the Works to the Client upon completion of the Assignment Term or at such other time as the Client may require; and
 - (c) not, and shall procure that Representative(s) shall not, use any Works for any purpose other than is necessary for carrying out the Services.

9. Term and Termination

9.1 The Services shall commence on the Start Date, and shall be provided during the period specified in the Assignment Schedule unless otherwise agreed, up to the End Date (being the originally estimated completion date for the Project), on which date the Agreement shall automatically expire. The duration of the initial Assignment Term may be extended by

agreement in writing between the parties and these terms and conditions shall be deemed to apply to such extended Assignment Term(s).

9.2 At the end of the stated Assignment Term, the Company shall be under no obligation whatsoever to offer further work to the Supplier, and the Supplier shall be under no obligation whatsoever to accept any further work, if offered.

9.3 The Company shall be entitled to terminate this Agreement forthwith, without notice or liability, at any time in the event of any of the following:

- (a) The Client terminates its contract with the Company due to the Representative's misconduct, unauthorised absence, unsuitability, unsatisfactory work, lack of technical ability, lack of performance, or persistent minor breaches of Client rules and regulations;
- (b) Any references, approvals, certificates, clearances or consents which are required by the Company or the Client in respect of the nominated Representative(s) are not obtained within the time limit detailed in the Assignment Schedule, or where no such time limit is stated, within 30 days of the Start Date;
- (c) The Client cancels the order for the Services or the Project at any time prior to the Start Date;
- (d) The Company exercises its option to terminate its agreement with the Client for the Services of the Supplier, by reason of either (i) the Client's material breach of contract (including but not limited to non-payment by the Client of the Company's invoices); or (ii) a resolution being passed or petition being presented to wind up the Client's business or a receiver being appointed of the whole or part of the Client's assets.
- (e) It transpires that the Supplier, as a limited company, is not or ceases to be a limited company registered in the United Kingdom (which for the avoidance of doubt does not include the Channel Islands or the Isle of Man).

The Contractor accepts that termination under sub-clauses 9.3(a) to 9.3(d) shall arise as a direct result of the unilateral decision/action of the Client, and it shall have no complaint or claim against the Company as a result.

9.4 Unless varied in the Assignment Schedule of any Addendum/Appendix, the Company may terminate the Agreement without cause and for whatever reason by giving not less than 7 days prior notice.

9.5 Either party shall be entitled to terminate this Agreement forthwith by notice in writing to the other party, if the other party shall commit or allow to be committed:

9.5.1 any material or irremediable breach of any of these terms and conditions;

9.5.2 any other breach of these terms and conditions (not being material), where the party in breach shall fail to remedy any such breach (where capable of remedy) within 7 days after notice has been given by the innocent party to the party in breach requiring remedy of the same;

9.5.3 save for the bona fide purpose of solvent reconstruction or amalgamation, if any action, application or proceeding in respect of (i) a voluntary arrangement or composition or reconstruction of its debts; (ii) the presentation of an administration petition; (iii) its winding-up or dissolution; (iv) the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer or (v) any similar action, application or proceeding in any jurisdiction to which it is subject or if it is unable to pay its debts.

9.6 Termination of this Agreement will be effective from the date that a valid termination notice under this Clause 9 is provided to the other party, either verbally or in writing. Where notice has been provided verbally, this must be confirmed in writing by the party giving notice at the earliest practical opportunity.

9.7 Termination of this Agreement under any of the provisions hereof shall be without prejudice to the rights and obligations of the parties arising hereto prior to, or as a result of, such termination.

10. Restrictive Covenant

10.1 The Supplier shall not, and shall procure that the Representative(s) shall not, whether directly or indirectly through any company, partnership or person (including but not limited to other employment businesses operating in competition with the Company), solicit nor enter into any contract for the benefit of the Client or the End Client, nor any subsidiary or holding company of the Client or the End Client (as defined in section 736 of the Companies Act 1985), to provide any services of the same or similar nature to the Services, during the Assignment Term and for a period of 6 months thereafter, without the Company's prior written consent, which consent may be withheld in the Company's absolute discretion or granted, subject to any conditions the Company may wish to impose.

10.2 The Supplier understands and accepts that the restrictions contained in Clause 10.1 are required to protect the legitimate business interests of the Company, and that the Company may at its option commence legal proceedings against the Supplier in the event of breach, and may also join to such proceedings any third party (including the Client, End Client or

other employment business) that has encouraged, solicited or induced the Supplier to take such action or enter into any contract which gives rise to such breach.

In the event of the Engagement of the Supplier or Representative either (i) directly by the Client; or (ii) by the Client pursuant to being supplied by another employment business, during the Assignment Term or within 6 months of the termination or expiry of the Assignment Term, then the Supplier and Representative shall be jointly and severally immediately liable to pay a Transfer Fee, calculated as follows:

- 25% of the relevant Representative's initial annual salary with the Client or third party (where permanently employed by the Client or by a third party); or
- 25% of the annualised fees to be paid to the Supplier or Representative under the new engagement (where engaged on a contract rate by the Client or a third party); or
- £15,000.00, where details of the initial annual salary or contract fee rate (as applicable) are unknown.

Transfer fees are payable by the Supplier or Representative (joint and several liability) within 7 days of the Engagement.

11. Miscellaneous

- 11.1 The Company enters into this Agreement in its capacity as an employment business, in the context of the Conduct Regulations.
- 11.2 Subject to Clause 9.6, any notice required to be given hereunder shall be sent by either (i) pre-paid first class post (ii) registered post (iii) recorded delivery post (iv) facsimile transmission (v) e-mail transmission. Notice served by post under methods (i), (ii) or (iii) shall be sent to the party to whom it is addressed at their last known address or place of business and shall be deemed to be served on the day following or if that day be a Sunday the second day following that upon which it shall be shown to have been posted. Notice served by facsimile or e-mail transmission under methods (iv) and (v) shall be sent to the party to whom it is addressed at their last known facsimile number or e-mail address respectively, and shall be deemed to be served on the same day unless it can be shown that the facsimile or email transmission did not successfully reach its intended destination.
- 11.3 Neither party shall, without the prior written consent of the other, assign, sub-contract or transfer its rights and obligations under this Agreement save that the Company shall be entitled to assign its rights and obligations under this Agreement to any of its subsidiary companies within the Interquest Group, or to any purchaser of the whole or a substantial part of its business.
- 11.4 If any provision or term of this Agreement shall become or be declared illegal, invalid or unenforceable for any reason, including but not limited to by reason of the provisions of any legislation or other provisions having the force of law or by reason of any Court or other body or authority having jurisdiction over the parties to this Agreement, but such provision or term would be held to be valid if part of the wording were either amended or deleted, then such provision shall apply with such deletions/amendments as may be necessary to make it valid. Any provision or term shall not be made valid in such way shall be divisible from this Agreement, and shall be deemed to be deleted from this Agreement, provided always that if any such deletion substantially affects or alters the commercial basis of this Agreement then the parties shall negotiate in good faith to amend or modify the provisions and terms of this Agreement as necessary or desirable in the circumstances.
- 11.5 Should either party fail or delay to exercise any right or remedy, or part of a right or remedy under these Terms, it will not waive that right or remedy or the further exercise of that right or remedy, or the exercise of any other right or remedy, against the other party.
- 11.6 Both parties agree that none of the terms and conditions of this Agreement shall be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 1999, and this Agreement can be rescinded or varied by agreement between the parties (subject to the terms of Clause 11.7 below) without the consent of any such third party. For the purposes of this clause a third party means any person who is not party to this contract.
- 11.7 The Supplier is deemed to have accepted all of the terms and conditions of this Agreement upon the commencement of the provision of Services hereunder. Any variation, modification or deletion of any of the clauses of the Agreement is only valid if it is agreed in writing and signed by a duly authorised representative of both parties. For the avoidance of doubt the only persons who are duly authorised to agree and sign off amendments on behalf of the Company in the context of this clause are executive directors and/or legal/finance staff.
- 11.8 Whilst it is intended by the parties that the terms of this Agreement are representative of the working relationship between the Supplier, the Company and the Client, the Company makes no representation nor does it accept any responsibility for ensuring that these terms are in fact an accurate reflection of the working relationship between the Client and the Supplier and Representative(s). The Company accepts no liability to indemnify the Supplier for any losses, expenses or liabilities incurred by the Supplier whether by reason of tax or other statutory or contractual liability, or any such liability to any third party, arising from this Agreement.
- 11.9 These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the English Courts.