

TERMS OF BUSINESS FOR SUPPLY OF CONSULTANCY SERVICES BY LIMITED COMPANIES & UMBRELLA COMPANIES (2010 EDITION)

This Contract for the Supply of Services is made and entered into as of the date of signature in the Schedule (the "Effective Date") between Square One Resources Limited, whose registered office is 6 Devonshire Square, London EC2M 4YE in the United Kingdom ("Square One") and The Consultant Company (Company) as named in the Schedule that is engaged by Square One to provide the services of the Consultant.

It is agreed as follows:

- A. Square One is an Employment Business that has engaged the Company to provide Square One's Client or End-Client with Services by suitable and qualified personnel ('Consultant') on a time and materials basis; and
- B. The Consultant has been provided by the Company to perform certain Services as more particularly described in each Schedule and subject always to these Terms of Business (Terms).
- C. Where the terms of the Schedule contradict the terms of this Agreement, the Schedule will prevail.
- D. Any amendment to these Terms will be agreed between the parties and contained within the Schedule.

1.0 Definitions

Where terminology used throughout these Terms is not defined hereunder, then it shall be interpreted as having the ordinary meaning ascribed to them in the Schedule.

'Client'	shall be interpreted as referring to both the Client and the End-Client, unless it is otherwise clear from the context of the reference.
'Company'	the Limited Company or Umbrella Company engaged by Square One to provide a Consultant to carry out the Services. Any reference to the Company shall be interpreted as referring to both the Company and the Consultant, unless it is otherwise clear from the context of the reference. Where the Consultant is engaged to undertake services outside the UK, then Company shall also include the Consultant operating in a freelance or self-employed status.
'Conduct Regulations'	the Conduct of Employment Agencies and Employment Businesses Regulations 2003.
'Consultant'	a suitable and qualified contractor that operates through the Company in the capacity of employee, director or other authorised representative of the Company.
'Deliverable'	means work produced by the Consultant in the course of Services for delivery to the Client.
'End-Client'	means the client or customer of the Client.
'Opt Out'	agreement made between the Company and Consultant, notifying Square One, and having the effect that the Conduct Regulations do not apply in relation to an introduction or engagement.
'Relevant Period'	Where the Conduct regulations apply this shall mean the longer period of either 14 weeks from the first day the Consultant worked for the Client, or 8 weeks from the day after the Consultant was last supplied by Square One. Where the Conduct Regulations do not apply this shall mean a period of 6 months after the expiry of the Contract Period.
'Schedule'	The Schedule to these Terms that sets out specific details relating to the Services.
'Umbrella Company'	Company whose main business is the provision of administration and accountancy services to Consultants and supplies more than 10 Consultants to Square One or to other agencies, and at no time during this Contract (including any extensions) has the Consultant held a shareholding or other interest in the company or been either a director (as defined by section 741 Companies Act 1985) or company secretary of the company.

2.0 Services

- 2.1 The Company will provide the Client with the Services, commencing on the Start Date, as shown in the Schedule, for the Contract Period subject to any term contained within these Terms allowing for earlier termination. Any agreement to engage the Company is subject to Square One contracting unconditionally with the Client for the Services and in the event the Client and Square One do not enter into a contract then this agreement will terminate with immediate effect and without liability to Square One or Client.
- 2.2 Where the Services are carried out at the Location, Square One will request that (but not be obliged to take any further steps):
 - 2.2.1 the Client where possible and if appropriate will endeavour to make available suitable workspace and all necessary on-site technical and administrative support;
 - 2.2.2 the Client where possible and if appropriate will endeavour to provide all necessary access to its computer network at the appropriate level, including (where necessary) facilities for internet access and direct dial-up to third party sites;
 - 2.2.3 it be the Client's responsibility to ensure that the Company's Consultant(s) have immediate access to any relevant security and Health and Safety at Work policies and to provide any necessary access to the Client's computer network at the appropriate level, including (where necessary) facilities for remote access
- 2.3 Whilst the Services are to be performed from the Company's offices:
 - 2.3.1 Such Services may only be performed from Company offices where the Services may adequately be performed from there.
 - 2.3.2 It is the Company's responsibility to provide suitable office facilities and adequate equipment (including any specified in the Schedule) so as to enable the provision of such Services as can effectively be performed from there.
- 2.4 Nothing in this Contract is intended to confer any authority on the Company to act or contract on behalf of Square One or the Client.
- 3.0 **Company Warranties & Responsibilities**
- 3.1 Subject to Clause 6 of these Terms the Company undertakes and warrants that the Company and the Consultant will:
 - 3.1.1 provide the Services and working strategies in a professional manner, with all proper skill and care, and in accordance with accepted industry standards, methodologies, agreed timeframes and (where appropriate) guidelines relating to software development.
 - 3.1.2 be accountable for all appropriate decisions, key milestones and deliverables, in relation to all aspects of the performance of the Services and exercising initiative as to the delivery of the Services.
 - 3.1.3 carry out the Services within the scope of the Client's specifications however this agreement does not give the Client the right or power to direct or control the daily activities of the Company or any Consultant engaged on the Services.
 - 3.1.4 not cause or permit anything which may damage or endanger any Intellectual Property rights belonging to the Client (or the Client's title to such rights) or any third party, and will not assist or allow others to do so;

- 3.1.5 not have been submitted to the Client for the Services by any other agency (to the best of the Company's or the Consultant's knowledge and belief).
- 3.1.6 provide its own reference materials, administrative support, and such equipment as required and provided for in the Schedule, except where use of the Client's equipment is required for reasons of security, because it is specialised, or because the Client's equipment is itself the object of the Services.
- 3.1.7 ensure any Consultants provided are and remain adequately qualified professionals with the relevant skills, qualifications and experience to perform the Services, and be responsible for all necessary costs of training or relevant authorisations. Should the Company become aware of any reason why the Consultant may not be suitable to provide the Services, the Company agrees to notify Square One without delay.
- 3.1.8 use the Client's hardware and software only as authorised, for the purposes of the Client's business, and for no other purpose;
- 3.1.9 cooperate and comply with all Client IT, telecommunications, security (including criminal checks), Health and Safety policies or other reasonable policies or legislative requirements of the Client of which the Company or a Consultant is made aware and cooperate with the Client in discharging its own Health and Safety obligations;
- 3.2 Square One acknowledges that the Company reserves the right to decline to provide additional advice and assistance which is outside the scope of the Services, until and unless the Company agrees to do so.
- 3.3 The Company warrants that by entering into and performing its obligations under this Contract, the Company and Consultant will not thereby be in breach of any obligation to any third party.
- 3.4 The Company warrants that the Consultant shall not engage in any actions that could reasonably be detrimental to the interests of Square One or the Client, including, but not limited to, conduct that may bring either Square One or the Client, as the case may be, into disrepute or which results in the loss of custom or business.
- 4.0 **Timesheets and Payment**
- 4.1 Before sending its first invoice, the Company will provide Square One with true and complete copies of a signed contract Schedule (including any contract extensions); signed checklist as well as any documents required thereunder including but not limited to Certificate of Incorporation, VAT Registration Certificate (if applicable) and Company bank details. Square One cannot (and will not be liable to) make any payment until this Clause has been complied with.
- 4.2 The Company agrees to utilise Square One's Self Billing system or to invoice manually as notified to Square One by the Company. The Company shall submit timesheets manually or online as directed by Square One from time to time.
- 4.3 Subject to Clause 4.8, the Company will submit original timesheets to Square One every Invoicing Period, showing hours worked and Permitted Expenses, which have been approved and signed (where manually submitted) by an authorised representative of the Client. Where the Company has opted to invoice manually, the Company will invoice Square One every Invoicing Period, and, where manually submitting timesheets, will attach all relevant timesheets to the Company's invoice and submit both the timesheets and relevant invoice no later six (6) weeks after the week-ending date of any timesheet in respect of which payment is sought in the invoice. All invoices must state the name of the Company or Umbrella Company, as the case may be, the name of the Consultant provided, company registration number, VAT number (if applicable) and any VAT due should also be stated on the invoice.
- 4.4 The Company acknowledges and agrees that the Client shall only approve and sign a timesheet for Services provided during such timesheet period or part thereof and in relation to any Permitted Expenses:
- 4.4.1 if the timesheet actually reflects the Services provided by any Consultant;
- 4.4.2 if the Services provided for any Extra Hours were agreed to by the Client; and
- 4.4.3 if any Permitted Expenses were agreed to by the Client, and incurred in accordance with any expense policy of the Client applicable to independent contractors.
- 4.5 Square One will pay all invoices when submitted in accordance with these payment terms and accompanied by a timesheet signed by a duly authorised Client representative. No payment shall be payable in respect of any periods where the Services are not provided and the Company acknowledges and agrees that the Client's signature, although confirmation of the hours worked in order for Square One to settle the Companies invoices, does not constitute final acceptance of the quality of the Services provided during the relevant timesheet period nor does it preclude any right to a claim for liquidated damages or warranty periods.
- 4.6 The Company and the Consultant warrant that the representation of the hours worked and Services provided during such period are true and accurate. The Company and the Consultant acknowledge that it is potentially a criminal offence to claim payment for hours worked which have not been worked or to claim the completion of the Services where such Services have not been completed.
- 4.7 Square One undertakes to pay the Company in respect of work done by the Consultant. This sum will be paid by Square One whether or not Square One has received payment for these services from the Client. In the event of any dispute over the hours worked or the satisfactory performance of the Services provided for any timesheet period the Company undertakes (and the Company shall procure that the Consultant shall undertake) to use all reasonable endeavours to immediately inform Square One and offer all reasonable assistance to verify the hours worked or prove satisfactory completion of the Services for such period. Where such a dispute has arisen regarding any period or performance of the Services, payment of any disputed sums will only be made to the Company upon resolution of the dispute.
- 4.8 Square One will pay all correctly submitted invoices in accordance with the Payment Terms, where practicable by electronic funds transfer including any Permitted Expenses that are actually incurred by the Consultant (save to such extent as they may be directly reimbursed by the Client). Invoices not submitted in compliance with clause 4 or received later than six (6) weeks after the week-ending date of any timesheet in respect of which payment is sought in the invoice, will be considered a breach of this agreement and will not be paid in accordance with the Payment Terms. Payment of such invoices will only be made once Square One at its own discretion is satisfied that the Client has accepted the Services for that invoiced period. Further, the Company undertakes (and the Company shall procure that the Consultant shall undertake) to indemnify Square One against any costs incurred by Square One in obtaining payment for invoices submitted later than six weeks after the week-ending date of any timesheet.

- 4.9 Subject to Clause 15.1.3, where a Consultant changes Company or assigns this contract to another Company, Square One has the sole right to terminate with immediate notice and withhold all outstanding monies until such time that Square One has agreement from both the new Company and the former Company as to the amount of monies owed to each company up to the date such change came into effect.
- 5.0 **Consultants & Substitution**
- 5.1 Company is responsible for maintaining reasonable continuity, but reserves the right to substitute other personnel of equivalent expertise. The Company acknowledges that the Client has the right, under its contract with Square One, to refuse to accept Services from substitute personnel on reasonable grounds related to security, qualifications or expertise. No additional charge will be made for any handover period, and the Company remains responsible for Services performed on its behalf.
- 5.2 The Company further warrants that any documents or evidence relating to the suitability of the Consultant to provide the Services contains a complete and accurate disclosure of the Consultant's qualifications, history and experience, and that any trade references that have been supplied by the Company (including any reference provided by the Company from a third party) in respect of any Consultant are honest and accurate, and that any such references which may subsequently be provided under this Contract will likewise be honest and accurate.
- 5.3 Square One may withdraw acceptance of any Consultant at any time without notice if Square one or the Client finds on reasonable grounds that the Consultant does not attain its required standards in technical ability, or if there is any material breach of contract in relation to that Consultant or for any other lawful and reasonable reason. If Square One does so and subject to Clause 3 the Company will not be entitled to receive any payment under this Contract in respect of Services provided by that Consultant (other than in respect of any periods for which the Client actually pays Square One).
- 5.4 Services will not at any one time be provided by more than the number of Consultants specified as such in the Schedule.
- 5.5 Where Services are performed at the Company's offices, Square One acknowledge the Company's right to appoint one or more assistants, provided that no charge will be made to Square One or the Client for Services provided by any such assistant(s).
- 6.0 **Termination**
- 6.1 This Contract may be terminated for any reason by Square One giving the Company notice of the Agency Notice Period, to expire at any time.
- 6.2 This Contract may be terminated with immediate effect by Square One or Client with immediate effect, from the same date as the contract relating to the Services between the Client and Square One terminates for any reason (or expires and is not renewed) regardless of whether the Client or Square One had the right to effect or accept such termination.
- 6.3 This Contract may be terminated with immediate effect:
- 6.3.1 if at any time during the Contract Period, the Company does not provide the Services without the prior agreement of the Client for a period of three days or more, and the Company is not successful in finding a suitable replacement provider of the Services for such period;
- 6.3.2 if the Company is in material breach of contract,
- 6.3.3 for breach of contract where such breach is remedial and the Company fails to remedy such breach within seven days of being required to do so,
- 6.3.4 where the Client reasonably believes that the Consultant has not observed any condition of any safety, conduct, confidentiality, health, internet or security policy applicable to the Consultant by virtue of this Contract or any additional Client policy the Company or the Consultant are required to sign or abide by;
- 6.3.5 if Square One or Client receives any information regarding the unsuitability of the Consultant to provide the Services;
- 6.3.6 if the Consultant does not perform the Services to the satisfaction of the Client;
- 6.3.7 if the Client deems the project under which the services are provided to be at an end for any reason;
- 6.3.8 if the Company fails to provide a valid certificate of insurance in accordance with Clause 8.
- if Square One terminates on any of these grounds (i.e. for cause) the Company will not be entitled to receive any further payment under this Contract, save for payment in respect of such period as Square One is able to recover payment from the Client without commencing litigation.
- 6.4 This Contract may be terminated by the Company:
- 6.4.1 on written notice with immediate effect, if Square One is in material breach of the contract; or if Square One are in breach of contract and fails to remedy the breach within seven days of being required in writing to do so;
- 6.4.2 on written notice of the Company Notice Period, if such a period is provided for in the Schedule;
- 6.5 Either party may terminate this Contract by giving to the other immediate notice in the event that the other party or the Client goes into liquidation, becomes bankrupt, or insolvent, or enters into an arrangement with creditors or members, or has a receiver or administrator appointed.
- 6.6 Any Services provided by the Company beyond the Contract Period will be deemed to be subject to the same Terms as this Contract with the exception that Square One shall have the right to immediately terminate without cause.
- 6.7 Save as expressly provided, termination shall not affect any accrued rights of either party.
- 7.0 **Notices**
- 7.1 Notices given by Square One or the Client to a Consultant shall be deemed properly served on the Company regardless of whether such notice was oral or in writing. Where notice has been orally served, Square One will use all reasonable endeavours to issue a written notice however the time of notice will be deemed to be the time that the oral notice was given to the Consultant or the Company.

- 7.2 All written notices to be served by hand delivery, email, posted by pre-paid first class post or sent by fax to the intended recipient at the address and/or fax number stated in this Contract or to such other address or fax number as that party may specify to the other in writing. Notices sent by fax and email shall be deemed received the first Business day following such delivery or sending, and notices which have been posted as above shall be deemed received on the second Business day following posting.
- 8.0 **Liabilities, Indemnities & Insurance**
- 8.1 If the Company is in breach of contract Square One may withhold the whole or part of any monies which are or become due to the Company in full or partial compensation for any direct or indirect losses resulting from the breach, provided that Square One may not withhold more than would be reasonable compensation for losses resulting from such breach.
- 8.2 The Company and /or Consultant will remedy any defects in the Services at its own expense. Further the Consultant will indemnify Square One and the Client against any expenses liabilities or losses Square One or the Client directly or indirectly incurs as a result of any defective Services, failed deliverables or liquidated damages.
- 8.3 The Company undertakes and warrants that it shall maintain adequate insurance with a reputable insurer in respect of Employer's Liability, Public Liability and Professional Indemnity Insurance and other risks to protect against any liabilities arising out of this Contract and to make a copy of such policy available to Square One upon request. Professional Indemnity Insurance will be a minimum of £1 million to be in force for the Contract Period. Failure to comply with this clause will result in immediate termination of this Contract.
- 8.4 Where loss is suffered by Square One or by the Client as a result of a risk required to be insured by this contract, the Company's liability is limited to the amount required to be insured in respect of such risk, so far as is legally permissible.
- 9.0 **Property**
- 9.1 If any property is issued to the Company by Square One or the Client in connection with the Services, the Company undertakes (and the Company shall procure that its Consultants shall undertake) to:
- 9.1.1 use it only for the intended purpose; take all proper care of it and return it at the end of this Contract in good serviceable condition, fair wear and tear only excepted;
- 9.1.2 ensure that at all times it is adequately insured; and
- 9.1.3 under no circumstances seek to exercise any lien on such property.
- 9.2 All property of the Company or of any Consultant shall be at the Company's risk at all times and the Company shall be liable for any loss or damage to it however such loss or damage may be caused.
- 9.3 If any computer equipment and software of the Company's or of any Consultant is used in the course of performing the Company's duties under this Contract, the Company will take reasonable measures to ensure (and the Company shall procure that the Consultant will ensure) that it is virus-free; that neither performance nor functionality will be affected by dates prior to, during, and after the year 2000 and all other dates; and that it is in all other respects fully compliant with Year 2000 and any other dates. Company further warrant that any emails either sent by the Company or any Consultant, in the course of performing this contract, or in any event to Square One, will be virus-free.
- 10.0 **Copyright & Intellectual Property Rights**
- 10.1 It is the Consultant's responsibility to clarify with the Client whether in the interests of saving time and cost any pre-existing works are to be used in the production of any Deliverable. Where pre-existing works are incorporated in any Deliverable, the Consultant grants the Client non-exclusive, irrevocable, world-wide, royalty free licence to use, modify and distribute such pre-existing works, but only as part of the Deliverable; all other rights in the pre-existing works are reserved. Subject thereto, all rights in any Deliverable will pass to the Client, and the Consultant and/or Company will provide a formal assignment thereof on request by the Client.
- 10.2 The Company will indemnify Square One against any liability Square One may directly or indirectly incur as a result of any actual or alleged infringement by the Company of any intellectual property rights, including third party's, other than to the extent that any such infringement directly results from compliance with any specifications issued by Square One or by the Client.
- 10.3 Any media (whether magnetic, paper, or other) on which any notes, correspondence, memoranda or other records are made relating to the affairs of the Client shall immediately become the Client's property, and on termination of this Contract shall be handed over in their entirety to the Client with no copies being retained.
- 11.0 **Confidentiality**
- 11.1 Each party will keep any confidential information disclosed by the other or by the Client secret. Neither party may use or take advantage of any such confidential information without the discloser's consent, even after the end of this Agreement. This obligation does not apply to:
- 11.1.1 information known to the receiver before disclosure by the other party, or
- 11.1.2 information which becomes public knowledge without fault on the part of the receiver, or
- 11.1.3 disclosures made to the extent required by some applicable legal or regulatory requirement.
- 11.2 The Company will ensure that each of its Consultants sign any reasonable form of non-disclosure, secrecy, confidentiality or other agreement that may be required by the Client.
- 11.3 The Company shall not disclose (and shall procure that none of its Consultants will disclose) the Charge Rate or any other terms of this Contract to any of the Client's staff or other Consultants (other than the Client Contact as defined in the Schedule); this does not prevent the Company from disclosing such information in confidence to its own professional advisors.
- 12.0 **Data Protection**
- 12.1 The Company and Square One agree to comply with all applicable data protection laws, including, but not limited to, the Data Protection Act 1998 and Freedom of Information Act 2000 and any subsequent amendments thereto.

- 12.2** The Company will ensure that any Consultant provided by the Company understands that in providing the Services to the Client, personal data relating to the Consultant will be processed by Square One and the Client in the course of Square One and the Client's administration of the agreement between Square One and the Client. The Company will procure that any Consultant provided by the Company consents to such processing on the understanding that any personal data is processed fairly and lawfully in accordance with the Data Protection Act 1998 and that such data will not be disclosed to anyone outside the Client's direct group of companies without the prior approval of the Consultant.
- 12.3** In the event that the Client's head office or administrative office is based outside of the European Economic Area (EEA), or the Client reasonably requests the processing of personal data outside of the EEA, the Company acknowledge that any Consultant provided by the Company may be required to sign a consent form to enable such processing on the understanding that such data be kept secure and confidential, be processed lawfully and fairly and not be disclosed to anyone outside the Client's direct group of companies. In the event that personal data is processed by the Client outside of the EEA without first obtaining consent, the Company agrees to hold Square One harmless for any related claim
- 13.0** **Nature of this Contract & Status of Consultants**
- 13.1** This Contract is a contract for the provision of specialist professional consultancy services by independent contractors and is not intended to constitute a contract of service or an employment contract nor in any way imply an employment relationship. Neither party shall represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, or to represent the other party as agent, authorised representative or in any other capacity, except as specifically provided in this Contract.
- 13.2** Save to the extent expressly agreed herein, and subject to arrangements for meetings and liaison, the Company will determine the time and place at which the Company will carry out the Services, and neither the Company nor its Consultants will be subject to control either by Square One or by the Client as to the nature of the Services, or the place, time or manner at and in which the Services are to be provided.
- 13.3** This Contract is not exclusive, and the Company and the Company's Consultants are and remain at liberty to also provide services to third parties, provided that this in no way compromises or is to the detriment of the supply of its Services to the Client.
- 13.4** This Contract is intended to govern the Company's supply of Services to the Client for the duration of the Contract Period. Nothing in this Contract is intended to oblige Square One to offer any further assignment, whether during or after the Contract Period, or for the Company or any Consultant provided by the Company to accept such. Neither party wishes to imply any mutuality of obligation beyond the Services agreed.
- 14.0** **Taxes & Local Laws**
- 14.1** The Company warrants that it will ensure that the Company and the Consultant(s) are fully aware of their respective responsibilities under all relevant legislation (including any local legislation and taxes relating to the Location), and the Company undertakes that it and the Consultant will comply with all such responsibilities.
- 14.2** The Company shall be solely responsible for making all appropriate payments to or in respect of all its Consultants, including salary, sickness SSP and holiday pay, pensions, and other employee benefits.
- 14.3** In particular, the Company undertakes and warrants that it will (and where appropriate ensure any Consultant will):
- 14.3.1** make all proper deductions for taxes, National Insurance, and any other form of Social Security contributions from all payments the Company make to any Consultant;
 - 14.3.2** account for such payments and for any penalties to the appropriate authorities;
 - 14.3.3** comply with any local requirements for Registration of Residence;
 - 14.3.4** complies with any local requirements for obtaining a Work Permit;
 - 14.3.5** registers for local taxation and Social Security purposes with the appropriate authority within any period required by the laws of the country where the services are to be provided;
 - 14.3.6** provide Square One with a copy of each Consultant's passport wherever this may be required to comply with the Client's security or compliance obligations.
- 14.4** The Company will fully indemnify Square One and the Client against any failure by the Company to make any correct tax or Social Security payments. The liability under this clause remains unlimited.
- 14.5** Where the Location is subject to withholding taxes or other local tax requirements require such evidence the Company will provide Square One with a signed statement by an independent accountant stating that it has made all necessary tax and Social Security payments in relation to the Consultant either at the end of the contract period or quarterly, whichever is the sooner;
- 14.6** The Company will, where reasonably required, produce to Square One documentary evidence that this Clause 14 has been complied with. Failure to do so will be considered a material breach of this contract.
- 15.0** **Restrictions**
- 15.1** The Company undertakes that it will not (and shall procure that no Consultant will), without Square One's written consent, either during the Contract Period or the Relevant Period enter into any arrangement or agreement which would result in either:
- 15.1.1** the employment of the Consultant by the Client; or
 - 15.1.2** the provision of services of the Consultant of the same or similar nature as the services provided under this Contract to the Client; or
 - 15.1.3** the provision of the Services of any other person to the Client, other than through Square One
- 15.2** The Company undertakes that it will not (and shall procure that no Consultant will), without Square One's written consent, either during the Contract Period or the Relevant Period introduce any other person to the Client with a view to that person being employed by or providing services for the benefit of the Client, other than through Square One, provided that where the Services include the selection of personnel for the Client, this term shall not operate so as to restrict the way in which the Company does so.

- 15.3** If the Company is an Umbrella Company, the above terms shall not operate so as to prevent the Company from supplying in good faith another Consultant to a Client, where the introduction between the Client and that other Consultant was not made by the Company. Subject thereto, liability for the Company's actions (but not for the Consultant's actions) is unlimited.
- 15.4** If during the Contract Period or within the Relevant Period the Client makes an offer of employment direct to any Consultant, or if the Client seeks to engage the services of any Consultant other than through Square One, the Company undertakes to inform Square One immediately.
- 15.5** The Company undertakes that it will not (and shall procure that no Consultant will) without Square One's consent either during the Contract Period or the Relevant Period engage employ or otherwise solicit for employment or contract work any person who, during that period, was an employee, or a subcontractor, or an employee of a subcontractor of Square One, or an employee of the Client and (in either case) with whom the Company or the Consultant have had material contact in the course of the Services.
- 15.6** For the purposes of this clause 15, 'the Client' shall include as a separate covenant each of the following:
- 15.6.1** the Client;
 - 15.6.2** any Associated Company of the Client, within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 15.6.3** any partnership or joint venture in which the Client is a partner or joint venturer;
 - 15.6.4** any subsidiary of the Client;
 - 15.6.5** any person, body, or organisation to whom the Company or any Consultant was introduced by the Client; and
 - 15.6.6** any prospective client to whom the Company or any Consultant have been introduced by Square One with a view to the provision of the Consultant's services.
- 15.7** Where the Conduct Regulations apply to the Company or any Consultant provided by the Company, Square One may be required to offer the Client the services of the Consultant for an extended period of hire upon the same terms and conditions as contained herein ("the Extended Hire Period").
- 15.8** The Company acknowledges that:
- 15.8.1** Square One's main business is the introduction and provision of services of qualified and experienced Consultants to Clients;
 - 15.8.2** in effecting such introductions Square One are disclosing confidential information in which Square One has an interest that Square One is entitled to protect;
 - 15.8.3** in the absence of the restrictions contained in this clause, the Company might be in a position to take unfair advantage of introductions effected by Square One and of any confidential information, and thereby cause harm to Square One's business; and
 - 15.8.4** in all the circumstances the duration and the extent of the restrictions in this clause are no more than are reasonably necessary for the protection of Square One's legitimate business interests or in accordance with Square One's obligations under the Conduct Regulations.
- 16.0** Entire Agreement
- 16.1** These terms, incorporating the Schedule, constitute the entire understanding between the parties, and supersedes all previous representations, agreements, statements, understandings and undertakings, whether oral or in writing, relating to the subject matter of this Contract. If there are any Additional Conditions in the Consultant Schedule which contradict or vary these terms, the Additional Conditions Shall prevail.
- 16.2** These Terms and any Schedule shall prevail over any inconsistent terms contained in any invoice or purchase order. No additional terms, fees or penalties shall apply unless first agreed by Square One and stated in the Schedule. No addition, amendment, variation or modification of these terms shall be effective, unless in writing and signed by an authorised representative of each party. To remove any doubt, any amendments to these Terms shall be agreed first with Square one and contained within the Schedule which will prevail over these Terms.
- 16.3** This Contract takes precedence over any agreement that may be made at any time between the Company (or a Consultant) and the Client with respect to the provision of the Services.
- 16.4** In the absence of express written acceptance of these terms, the commencement of work by the Consultant shall be a sufficient act of acceptance by the Company of all the terms of this Contract.
- 16.5** The obligations of clauses 8, 10, 11 12 and 15 as well as any other clauses of a continuing nature shall remain in force after termination.
- 16.6** Each party acknowledges that, in entering into this Contract, it does not do so on the basis of or rely on any representation, warranty or other provision except as expressly provided in this Contract, and accordingly all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law. Square One expressly excludes any liability or remedy for innocent or negligent misrepresentation.
- 16.7** Except as specifically provided herein, nothing in this Contract is intended to confer on any third party (whether referred to herein by name, class, description or otherwise) any right to enforce any term contained in this Contract. The parties agree that these terms shall not be enforceable by a third party who is not a party to this Contract by virtue of the Contracts (Rights of Third Parties) Act 1999 and this Contract may be rescinded or varied by agreement between the parties without the consent of any such third party.
- 16.8** Square One makes no representation nor does it accept any responsibility for ensuring that the terms of this Contract are an accurate reflection of the relationship between the Client and the Consultant. Furthermore, Square One accepts no liability to indemnify the Consultant for any losses, expenses or liabilities incurred by the Consultant whether by reason of tax or other statutory or contractual liability to any third party arising from this Contract.

- 16.9** Unless the context otherwise requires, references to the singular include the plural and vice versa and the headings in these Terms are for convenience only and are not intended to have any legal effect.
- 16.10** Company may not without the written consent of the other assign or dispose of any of its rights hereunder, or subcontract or otherwise delegate any obligations under this Contract
- 16.11** Failure or neglect by a party at any time to enforce any of the terms herein contained shall not be a waiver of its rights and shall not prejudice Square One's rights to take action in respect of the same or any later breach.
- 16.12** If any term of this Contract is held by any court or other competent authority to be wholly or partially void, invalid, or unenforceable then such term shall be severed from the body of these terms (which shall continue to be valid and enforceable to the fullest extent permitted by Law).
- 16.13** References to Acts of Parliament, Statutory Instruments, or other subordinate legislation shall be construed as reference to such as were in force at the date of this Contract.
- 17.0** **Force Majeure**
- 17.1** If either party to this Contract is prevented or delayed in the performance of any of its respective obligations under this Contract by force majeure, then such party shall be excused the performance for so long as such cause of prevention or delay shall continue.
- 17.2** For the purpose of this Contract 'force majeure' shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and inter alia including, but not limited to the following:
- 17.2.1** strikes, lockouts or other industrial action;
 - 17.2.2** civil commotion, riot, invasion, war threat or preparation for war;
 - 17.2.3** fire, explosion, storm, flood, earthquake, subsidence, epidemic, bad weather or other natural physical disaster;
 - 17.2.4** impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and
 - 17.2.5** political interference with the normal operations of any party.
- 18.0** **Governing Law & Dispute Resolution**
- 18.1** Any dispute or difference between the parties arising out of this Agreement which cannot be settled amicably will in the first place be dealt with in accordance with the dispute and escalation procedures set out herein.
- 18.2** In the event the parties fail to reach agreement within a 30 day period (or such period as may be mutually agreed by the parties at the time), then the parties shall refer the dispute to mediation. The parties agree to use all reasonable endeavours to ensure that all negotiations and mediation will be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.
- 18.3** In the event the parties have not settled the dispute or difference by mediation, then the courts of England and Wales shall have exclusive jurisdiction to hear such dispute.
- 18.4** This Contract is governed by the laws of England and where this document is also provided in a language other than English, whilst the translation is believed to be accurate, no warranty to that effect is given, and the English language version shall prevail.

