Infrastructure Support Solutions

Labour Supply Terms *Infrastructure Support Solutions Limited*

Labour Supply

Infrastructure Support Solutions Limited, The Albion, Brunel Avenue, Salford, Manchester, M5 4BE

Agreement Date	

Agreement Ref No.	

ISS Job No.	

Special Requirements (Clause 4.1)	
Site Location	
Reporting to	
Telephone	

Client	
Name	
Address	
Company No.	
Telephone	
Fax	
Email	
Client Contact	

Charges

As set out in the Schedule of Rates

☐ *(Tick to confirm attached)*

Hours

As set out in Planned Daily Works Schedule (s)

☐ *(Tick when attached)*

Customer Declaration

By signing this Cover Sheet the Client confirms and agrees that it has read and understood the attached Terms and agrees to be bound by the same including as set out in the Schedule of Rates and Planned Daily Works Schedule(s).

Timesheet *(*deleted as appropriate)*

Time sheet to be filled in by *[Client/Company]

Schedule / Provision Of Equipment

As detailed in the Contract Documents

☐ *(Tick when attached)*

Insurance Obligations

1. [Insert specific Insurance Obligations]

Variations to the Terms

1. [Insert any agreed varied Terms]

Signatures

Signed by a duly authorised signatory for and on behalf of the Client:	Signed by a duly authorised signatory for and on behalf of ISS Limited:
Signature:	Signature: .....
Print Name:	Print Name: .....
Position:	Position: .....
Date:	Date: .....

Infrastructure Support Solutions Limited - Labour Supply Terms

1. Definitions and Interpretation

1.1 **Definitions:** In these Terms the following words have the following meanings: **"Applicable Law"**: any and all statutes, regulations, orders, laws, by-laws, enactments and other matters having the force of law and in any manner applicable or relevant to the provision of Workers, the conduct by the Company of its business or the undertaking of work and services by any Worker or, in any other manner applicable or relevant to the Contract: **"Assignment"**: a specific project or task of work for the purpose of which the Company supplies Workers to the Client: **"Charges"**: all payments due from the Client to the Company under the Contract, as specified in, or determined by reference to, the Cover Sheet; **"Client"**: any person, firm or corporation to whom or to which the Company supplies Workers; **"Company"**: Infrastructure Support Solutions Limited, a company incorporated in England with registered number 06253082; **"Contract"**: any contract for the supply of Workers by the Company to the Client; **"Contract Documentation"**: all documents which form part of, constitute or evidence any Contract, including without limitation these Terms, and any Cover Sheet, quotation, offer, order, acknowledgement of order, acceptance, Schedule of Rates or any other document which the Company and the Client agree shall form part of the Contract, and any documents referred to in any of them; **"Cover Sheet"**: A Cover Sheet in the form appended to these Terms, duly completed and issued by the Company to the Client; **"Daily Rate"**: the daily rate set out in the Contract Documentation; **"Equipment"**: the plant, equipment and other items specified as such in the Contract Documentation; **"Hourly Rate"**: the hourly rate set out in the Contract Documentation; **"Personal Data" and "Sensitive Personal Data"**: as defined in the Data Protection Act 1998; **"PPE"**: personal protective equipment as defined in the PPE Regulations; **"PPE Regulations"**: the Personal Protective Equipment at Work Regulations 1992; **"Required Hours"**: the hours of work for which and between which the Worker is required by the Client; **"Schedule of Rates"**: the document provided by the Company to the Client, setting out details of the Daily rate and Hourly Rate; **"Terms"**: these Labour Supply Terms; **"Worker"**: any person supplied by the Company to the Client for the purpose of undertaking work or services for the Client for the purpose of the fulfilment by the Client of an Assignment

1.2 **Interpretation:** In these Terms, unless the context does not so permit references to:

(a) any law or legal obligation shall be construed as a reference to that law (including any statute or statutory provision) as from time to time amended, consolidated, modified, extended, re-enacted, replaced or interpreted;
(b) the masculine include the feminine and the neuter;
(c) the singular include the plural and vice versa;
(c) a Clause, Schedule or party is a reference to a Clause of, or a Schedule or party to, these Terms;
(d) a Contract Document is a reference to that Contract Document as from time to time supplemented or varied;
(e) 'writing' includes e-mail and facsimile transmission; and
(f) any reference to a person includes natural persons and partnerships, firms and other such unincorporated bodies, corporate bodies and all other legal persons of whatever kind and however constituted.

1.3 The headings to these Terms are for convenience only and do not affect their construction.

1.4 The expressions "including", "include", "in particular" or any similar expression shall be construed in these Terms as illustrative only and the words following any of those expressions shall not limit the sense of the words preceding them.

2. Incorporation and Contracts

2.1 **Incorporation:** These Terms shall apply to and be incorporated into all Contracts and shall prevail over any other terms unless otherwise agreed by the Company in writing. All terms or conditions proffered by the Client, whether previously or issued in the future, shall not be incorporated into the Contract. These Terms supersede all previous terms of business.

2.2 **Contracts:** Each Assignment shall form the subject matter of a separate Contract.

2.3 **Priority:** In the event of any inconsistency between:
(a) the Cover Sheet and any provision of these Terms, the Cover Sheet shall prevail; and
(b) any provision of these Terms and any other Contract Documentation, other than the Cover Sheet, these Terms shall prevail, in each case, only to the extent necessary to resolve the specific inconsistency, unless otherwise agreed in writing or expressly provided to the contrary in the Contract Documentation.

2.4 **Cancellation:** The Client shall be entitled to cancel the Contract provided that:
(a) The Company receives written notice of cancellation from the Client no less than 48 hours prior to the time at which the Workers are first due to report to the Client in order to take up duties in connection with the Assignment ("the relevant time"), for which purpose "report to the Client" means either reporting to a representative of the Client specified in the Contract Documentation or, if no such representative is specified, to any location specified for such purpose in the Contract Documentation regardless of whether or not any representative of the Client is present; and
(b) the Client shall remain liable to pay the Charges for the supply of the Workers in question to the extent that the Charges include costs or expenses which the Company has, at the time when the notice of cancellation is received, incurred or agreed to incur in connection with the supply of the relevant Workers, and the Company is not reasonably able to avoid or mitigate those costs or expenses.
If the Client issues a notice of cancellation less than 48 hours before the relevant time it will be liable for the full amount of the Charges.

3. Obligation of The Company

3.1 **Introduction:** The Client agrees and acknowledges that:
(a) the Company is not and shall not be under any obligation to supply Workers;
(b) any failure or refusal by the Company to provide Workers shall not, unless expressly set out in these Terms, result in the Company incurring any liability; and
(c) the Company makes no guarantee, representation or warranty as to the suitability of any Worker to undertake work or services in connection with the Assignment other than as set out in Clause 3.2.

3.2 **Suitability**: The Company shall, subject to the prior receipt of all necessary information from the Client, ensure that each Worker supplied by it has the relevant safety critical competencies to undertake the specific work or services in connection with the Assignment for which the Client has, pursuant to Clause 4.1, notified the Company that the Worker is to be supplied. The Company shall where requested provide to the Client copies of all validations of competence. If the Company believes that any Worker is unsuitable for the Assignment for any reason or becomes aware of any matter that indicates that a Worker might be unsuitable for the Assignment it shall notify the Client as soon as practicable, and shall be entitled to terminate the supply of that Worker with immediate effect.

3.3 **Tax Deductions**: Without limiting the generality of Clause 3.4, the Company shall make deductions and account to HMRC for:
(a) income tax under Schedule E in respect of each Worker;
(b) all necessary National Insurance contributions relevant to the remuneration of each Worker; and
(c) any other withholdings or deductions for which the Company is obliged to account under Applicable Law in relation to any Worker.

3.4 **Law**: Without limiting the obligations of the Client under Clauses 4.4 and 4.5, the Company shall comply with Applicable Law in the discharge of its obligations under these Terms, including the supply of any Equipment provided by the Company to the Workers in order to enable them to undertake the specific work or services in connection with the Assignment for which the Client has, pursuant to Clause 4.1, notified the Company that the Worker is to be supplied. Without limiting the generality of this obligation, the Company acknowledges that it acts as an employment business for the purposes of the Conduct of Employment Agencies and Employment Business Regulations 2003 in relation to the supply of Workers pursuant to each Contract.

3.5 **Clothing and Equipment**: The Company, shall save as set out in Clause 4.9, provide to the Workers such PPE as is required under the PPE Regulations in order to enable them to undertake the specific work or services in connection with the Assignment for which the Client has, pursuant to Clause 4.1, notified the Company that the Worker is to be supplied.

3.6 **Equipment**: All Equipment is and shall remain the property of the Company. Risk of loss of or damage to the Equipment shall be and remain with the Client save to the extent that such loss or damage arises as the result of any act or omission on the part of any Worker or of fair wear and tear. The Client shall not permit or suffer any Equipment to be used by any person other than a Worker, and shall procure that no modifications are made to any Equipment unless save to the extent expressly authorised in advance by the Company in writing.

4. Obligation of The Client

4.1 **Requirements**: The Client shall, when requesting the supply of Workers, provide to the Company in advance such information as the Company shall require regarding the work or services which the Client requires each specific Worker to undertake and the Assignment generally, including any information necessary to enable the Company to comply with its obligations under the Contract, in particular under Clause 3.2, and to enable the Worker to comply with the Client's requirements in relation to the Assignment.

4.2 **Track Possession**: The Client shall provide, or procure the provision of, such access or possession to the Site Location (including track access) for the Workers and Equipment, and at such times, as shall reasonably be required in order to enable the Workers to undertake the specific work or services in connection with the Assignment for which the Client has, pursuant to Clause 4.1, notified the Company that the Worker is to be supplied from time to time. Should The Client fail to obtain such access or possession, it shall be liable to pay the Charges in respect of any period of time for which access or permission has not been obtained, and to reimburse the Company in respect of any associated costs or expenses incurred and not covered by the Charges, to the extent that the Company is not reasonably able to avoid or mitigate those costs or expenses.

4.3 **Variations to Requirements**: Should the Client wish to vary its requirements (including without limitation the Required Hours), it shall notify the Company accordingly in writing and the Company shall use its reasonable endeavours to accommodate any such request provided that such accommodation shall not result in any increased cost, additional costs or lost revenue to the Company, save to the extent that the Client has agreed to indemnify the Company in full against the same.

4.4 **Scope of Work**: The Client shall not allow any Worker to undertake any work or services other than the specific work or services in connection with the Assignment for which the Client has, pursuant to Clause 4.1, notified the Company that the Worker is to be supplied from time to time.

4.5 **Suitability**: Without limiting the obligations of the Company under Clause 3.2, the Client shall be responsible for obtaining any work and other permits required for any Worker and for ensuring that the Worker satisfies any medical requirements or other qualifications that may be appropriate or required by Applicable Law.

4.6 **General Obligations**: The Client shall, comply with any and all obligations and duties (whether arising under Applicable Law or otherwise) in any way arising from or directly or indirectly connected with the undertaking of work or services by a Worker in connection with any Assignment, including without limitation in respect of health and safety and vehicle use. The Client shall on request provide to the Company copies of all documents confirming that any such requirements have been met.
The Client shall provide, at its own expense, suitable and sufficient welfare and first aid provision, including without limitation: washing, resting and lunch room facilities, for the duration of any Assignment.

4.7 **Supervision**: The Client shall exercise all supervision, direction and control over the manner, time and place in which each Worker undertakes work or services for the Client throughout the duration of the Assignment, notwithstanding that no contract of employment exists between the Client and the Worker.

4.8 **Co-operation**: The Client shall give the Company such co-operation as the Company may reasonably request from time to time, (including but not limited to the production of relevant documents and the attendance of witnesses) in connection with the conduct of any internal disciplinary proceedings, employment tribunal proceedings or other legal proceedings in relation to any Worker's performance or conduct, or any allegations made by the Worker relating to events occurring during any Assignment.

4.9 **Clothing and Equipment**: The Client shall, other than as set out in Clause 3.5, provide to the Worker all clothing and Equipment required to carry out the works, functions or responsibilities of the particular Assignment, including where the Worker is to work on or with any Equipment or plant other than that provided by the Company, any Personal Protective Equipment ("PPE") required to be provided under the PPE Regulations by the Company.

4.10 **Solicitation**: The Client shall not, during nor for a period of six months following the expiration of the Contract, either directly or indirectly, on its own account or on behalf of any subsidiary, associated company, other person, firm or company, solicit or entice any Worker provided by the Company to work for any other firm or company other than the Company. In the event that the Client directly or indirectly secures the services of Workers (whether or not through solicitation or enticement) provided by the Company within this period then the following introduction charges will apply:

- Where the Worker's gross remuneration is less than £20,000, a fee of 20% of the gross remuneration;
- Where the Worker's gross remuneration is £20,000 or more but less than £30,000 a fee of 25% of the gross remuneration; and
- Where the individual's gross remuneration is £30,000 or above, a fee of 30% of the gross remuneration,

For which purpose "gross remuneration" means the first year's equivalent annualised remuneration, including (without limitation)

any bonuses or incentives and any guaranteed payments to which the relevant Worker may be entitled.
The above introduction charges are exclusive of VAT, which will be charged in addition.

4.11 Unsuitable Workers: If the Client believes that any specific Worker is unsuitable to perform the services or work in connection with the Assignment for which the Worker has been engaged, or the Worker's performance is, in the reasonable opinion of the Client, unsatisfactory, then the Client shall, as soon as practicable, notify the Company in writing of that fact giving its reasons. Following such notification, the Company shall consider in good faith whether the Worker in question is unsuitable or his performance is unsatisfactory (as the case may be), and if it has reasonable grounds to believe that the Worker is unsuitable or his performance is unsatisfactory the Company shall notify the Client accordingly and be entitled to terminate the supply of that Worker with immediate effect.

4.12 Replacement Workers: If it becomes necessary for the Company has to provide replacement Workers as a result of the provision by the Client of inaccurate information in accordance with Clause 4.1, the Company shall be entitled to recover directly from the Client the costs and expenses incurred by the Company in providing replacement Workers directly from the Client to the extent that the Company is not reasonably able to avoid or mitigate the same.

5. Time Sheets

5.1 Filling in Time sheets: The party responsible for filling out the time sheets as set out in the Cover Sheet shall fill out a time sheet for each Worker correctly and fully in such form as the Company determines from time to time. The Client shall ensure that each such time sheet is correctly signed on or before completion of the week in which the times set out in the time sheet are worked. The Client agrees and acknowledges that, in the event of a dispute as to the number of Workers provided or the number of hours worked by any Worker, the Company's records shall be conclusive.

5.2 Submitting Time Sheets: The Client shall submit a time sheet for each Worker no later than 10am on the Monday following the week in which the Worker reports to the Client to take up duties.

5.3 Hours Worked: Without prejudice to Clause 5.1, receipt by the Company of a time sheet shall be conclusive evidence that the Workers to which the time sheet relates have attended and carried out works at least at the times set out in the timesheet.

5.4 Chargeable Hours: For the avoidance of doubt, failure by the Client to sign any time sheet shall not preclude the Company charging the Client in full for all time worked (including any time deemed to be worked pursuant to Clause 6.3) by any Worker.

6. Charges and Payment

6.1 Charges: Unless otherwise agreed by the Company in writing and subject to Clause 6.2, the Charges shall comprise:
(a) the Daily Rate for each Worker for each day or part thereof on which the Worker reports to the Client to take up duties; plus
(b) value added tax relating to the provision of the Workers; plus
(c) if the Worker is made available by the Company to carry out work on more than the Required Hours or carries out any work outside the Required Hours, the Hourly Rate for each hour or part thereof worked by the Worker or for which the Worker is made available in excess of the Required Hours.

6.2 Right to Payment Extinguished: Where a Worker:
(a) reports for duties more than 15 minutes after the start time as set out in the Required Hours; or
(b) ceases to be available to carry out duties during the Required Hours through no fault or action of the Client its employees or subcontractors; the Client shall be entitled to withhold payment in relation to those times where the Worker is not in attendance.

6.3 Part Days Worked: For the avoidance of doubt, any part of any day worked shall (subject to Clause 6.2) entitle the Company to levy the Charges and the Client is obliged to pay the Charges whether the Worker has completed a full day's work or not.

6.4 Disbursements: The Company shall be entitled to charge and the Client shall pay, in addition to the Charges, any disbursements and expenses reasonably incurred in providing the Workers unless otherwise agreed between the parties in writing.

6.5 Invoice: The Company may issue an invoice for the provision of a Worker at any time after that Worker has reported the Client to take up duties in connection with the Assignment.

6.6 Payment: Payment of all sums due under any Contract are, unless otherwise agreed by the Company in writing in advance, due in cleared funds [30] days following the date of invoice.

6.7 Payment on Termination: In the event of the termination of the Contract all payments due to the Company under the Contract shall become immediately payable, regardless of any provision in the Contract to the contrary.

6.8 Change of Law: The Company shall be entitled to increase the Charges with immediate effect by giving notice to the Client to the extent necessary to reflect any increase in the cost to the Company of providing the Workers or performing its obligations under any Contract, including without limitation any increase in the minimum wage.

6.9 No Set Off: The Client shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

7. Liability and Indemnity

7.1 Liability Excluded: Without prejudice to Clause 7.3, neither the Company nor any of its officers, employees or any other individuals engaged by it to perform the services (including any Worker) shall be liable to the Client or any other person for:
(a) any loss, injury, damage, expense, delay or other liability whatsoever incurred or suffered arising directly or indirectly from or in any way connected with the supply of Workers to the Client, including (without limitation) any such liability arising from or in any way in connection with:
(i) any failure of the Worker to meet the requirements of the Client for all or any of the purposes for which he is required by the Client;
(ii) any act or omission of a Worker, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;
(iii) any loss, injury, damage, expense or delay incurred or suffered by a Worker; or
(iv) any loss, injury, damage, expense or delay incurred or suffered through the use of any Equipment provided by the Company which has been modified without express prior authorisation by the Company; or
(v) any claim by or on behalf or any Worker that there existed during the currency of any Contract a contract of employment between the Client and such Worker; or
(b) any loss of profit, business, business opportunity or revenue, diminution of goodwill, in each case whether direct, indirect or consequential; or
(c) any other indirect, consequential or economic loss, in each case howsoever arising and regardless of whether the Company was aware of the possibility of the same.

7.2 Limitation of Liability: Without prejudice to Clause 7.3, all other liability of the Company to the Client, whether arising in contract, tort or any other cause of action of any kind is hereby limited, to the fullest extent permissible by law, to 25% of the Charges that would have been due by the Client to the Company under the relevant Contract had the Company fulfilled its obligations under the Contract.

7.3 **Non-exclusion**: Nothing in these Terms excludes or restricts any liability of the Company to the Client for personal injury or death resulting from negligence, or for fraud or fraudulent misrepresentation.

7.4 **Indemnity for Breach, etc**: The Client shall indemnify and keep fully indemnified the Company, its officers, employees, contractors and representatives (together, "the indemnified parties") from and against any and all actions, claims, demands, costs, expenses, fines, charges, penalties, losses, damage and liability whatsoever (including legal and other professional fees and expenses) which the indemnified parties or any of them may suffer or incur as a result of or arising in any way directly or indirectly from or in connection with;
(a) any breach of the Contract by the Client; or
(b) any act, omission or default (whether deliberate, negligent or accidental) of the Client, its employees, agents or representatives.

7.5 **Indemnity in relation to Workers**: The Client shall indemnify and keep fully indemnified the Company, its officers, employees, contractors and representatives (together, "the indemnified parties") from and against any and all actions, claims, demands, costs, expenses, fines, charges, penalties, losses, damage and liability whatsoever (including legal and other professional fees and expenses) which the indemnified parties or any of them may suffer or incur as a result of or arising in any way directly or indirectly from or in connection with;
(a) any loss, injury, damage, expense or delay suffered or incurred by a Worker; or
(b) any and all claims, actions, proceedings or demands brought by or on behalf of a Worker; or
(c) any loss, injury, damage, expense or delay suffered or incurred by any third party,
to the extent that the same arose directly or indirectly out of or in connection with any Assignment other than as a direct result of any negligence on the part of the Indemnified Parties or any of them but excluding for the avoidance of doubt the negligence of any Worker.

8. Insurance

8.1 **Obligation to Insure**: The Client shall take out and maintain in full force and effect and at its own cost insurance with a reputable insurance company in respect of the Client's liabilities to the Company under any Contract in the amount of cover not less than that specified in the Cover Sheet or Contract Documentation or, if no such amount is specified, such amount as is prudent in all the circumstances having regard to the nature of the Assignment.

8.2 **Evidence**: The Client shall on request provide to the Company copies of all policies and such other documents as the Company might require from time to time by way of evidence that the insurance to be maintained under Clause 8.1 is in place and of the up to date payment of all premiums due in respect of that insurance.

9. Data Protection

9.1 **Compliance with the Data Protection Act**: The Client shall comply at all times with the Data Protection Act 1998 (**"the Act"**) in relation to the processing of Personal Data relating to any Worker.

9.2 **Data Protection Policy**: The Client confirms that it has read and understood the Company's data protection policy and undertakes to comply with that policy in full at all times as the same may be amended from time to time. The Company may change its data protection policy at any time and will notify the Client in writing of any changes.

9.3 **Third Parties**: The Client may make Personal Data relating to Workers available to those who provide services to the Company (such as advisers and payroll administrators), regulatory authorities, and as may be required by law, subject to the strict condition that the Client in so doing must comply, at all times and in full, with its obligations under Clauses 9.1 and 9.2.

9.4 The Client shall indemnity the Company for any breaches of the Act.

9.5 The Company shall have a right to audit the Client, from time to time, to ensure they are processing data in accordance with the Act.

10. Confidentiality

10.1 **Confidentiality**: Subject the following provisions of this Clause 10, each party (**"the receiving party"**) agrees and undertakes that during the Assignment and thereafter it shall keep confidential and shall not use for any purposes other than the fulfilment of its obligations under these Terms, nor without the prior written consent of the other party disclose to any third party, any information in whatever form and of whatever nature relating to the other party (**"the disclosing party"**) or to its business and which may have been communicated directly or indirectly by the disclosing party to the receiving party, or may have come to the attention of the receiving party, as the result of the parties having entered into the Contract (**"Confidential Information"**).

10.2 To the extent necessary to enable it to perform the Contract, each party may disclose Confidential Information to such of its officers, employees or any other individuals engaged by it in connection with the performance of the Contract (including any Worker) as have a reasonable need to know the same in order to be able to perform their allotted functions and responsibilities in relation to any Assignment, provided that before any such disclosure each party shall make those officers, employees and individuals aware of the obligations of confidentiality and non-use contained in this Clause 10 and shall use reasonable endeavours to ensure that each such officer, employee or any other individual shall comply with those obligations.

10.3 The following shall not constitute Confidential Information:-
(a) information which at the time of disclosure to the receiving party is a matter of public knowledge or which subsequently becomes a matter of public knowledge through no act or omission on the part of the receiving party, its Workers, agents or representatives;
(b) information already known to the receiving party and at its free disposal at the time of disclosure to it;
(c) information which is disclosed to the receiving party, without any obligation of confidentiality being imposed in respect of it, from a third party lawfully entitled to disclose the same; and
(d) information required to be disclosed by law (including, without limitation, pursuant to the order of any court or tribunal of competent jurisdiction).

11. General

11.1 **Notice**: Any notice required under the Contract to be given by either party to the other shall be in writing and shall be served by sending the same by registered post or recorded delivery to the last known address of the other party, and any receipt issued by the postal authorities shall be conclusive evidence of the fact and date of posting of any such notice. Each such notice served in accordance with this Clause 11.1 shall be deemed to have been served on the second Working Day after the date of posting, for which purpose **"Working Day"** means any day except Saturday, Sunday or any bank, customary, public or statutory holiday in England and Wales.

11.2 **Law**: The Contract shall be governed and construed in accordance with the laws of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of the courts of England and Wales.

11.3 **Entire Agreement**: The Contract constitutes the entire agreement and understanding of the parties, and supersedes any previous

agreement between the parties, relating to the subject matter of the Contract. The Client warrants that in entering into any Contract it has not relied and will not rely on any promise, representation, statement or warranty that is not incorporated into that Contract by way of express provision in the Contract Documentation. Provided that nothing in this Clause 11.3 shall exclude or limit the liability of either party for fraudulent misrepresentation.

11.4 Nature of Agreement: Nothing in these Terms is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.

11.5 Third Party Rights: No person other than the Client or Company shall have the benefit of, or the right to enforce, any term of any Contract, and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

11.6 Assignment and Sub-Contracting: The Contract is personal to the Client and the Client shall not assign the whole or any part of the benefit or burden of the same, nor sub-contract the performance of the whole or any part of its obligations under these Terms, without the express prior written consent of the Company.

11.7 Anti-Bribery: The Client shall:
(a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**"Relevant Requirements"**);
(b) have and shall maintain in place throughout any Assignment its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate; and
(c) promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Client in connection with the performance of any Assignment.
The Client shall ensure that any person associated with the Client who is performing services in accordance with any Assignment does so only on the basis of these Terms, which impose on and secures from such person terms equivalent to those imposed on the Client in this Clause 11.7 (**"Relevant Terms"**). The Client shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Company for any breach by such persons of any of the Relevant Terms. [Breach of this Clause 11.7 shall result in termination of the Contract].

11.8 Waiver: No omission or delay on the part of either party in exercising any right, power or privilege under any Contract shall operate as a waiver by it of any right to exercise it in future or of any of its other rights under that or any other Contract.

11.9 Force Majeure

(a) For the purpose of this Clause 11.9 the expression **"Force Majeure Event"** means any events or circumstances beyond the reasonable control of the party affected.

(b) Provided it has complied with its obligations under this Clause 11.9, if the Affected Party is prevented, hindered or delayed in or from performing any of its obligations under the Contract terms by a Force Majeure Event, the Affected Party shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations, and the time for performance of the affected obligations shall be extended by a period equivalent to that for which the performance of the Affected Party has been prevented, hindered or delayed.

(c) The Affected Party shall:
(i) within 24 hours of first becoming aware of the 1occurrence of the Force Majeure Event, give notice to the other party 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 Contract; and
(ii) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

(d) If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations under the Contract for on an aggregate of more than [ ] days in any period of [ ] consecutive days, the Company terminate the Assignment with immediate effect by giving notice to the Client.

11.0 Amendments: No amendment to the Contract is effective unless it is made in writing, refers specifically to the Contract and is signed by a duly authorised representative of each of the Company and the Client. Any document recording an amendment to any Contract which complies with this Clause 10.13 shall form part of the Contract Documentation.