

TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

1 Definitions and interpretation

1.1 In these Conditions the following definitions apply:

Applicable Law	means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national;
Conditions	means the Supplier's terms and conditions of supply set out in this document;
Confidential Information	means any commercial, financial or technical information, associated materials, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract, including but not limited to the Supplier Materials and information relating to the Services;
Contract	means the agreement between the Supplier and the Client for the supply and purchase of Services incorporating these Conditions, the Proposal and the Order;
Control	means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and Controls, Controlled and under common Control shall be construed accordingly;
Client	means the party which has agreed to purchase the Services from the Supplier and whose details are set out in the Proposal;
Client Materials	means any documents, data or materials owned or created by the Client or its employees;
Fees	has the meaning set out in clause 3.1;
Force Majeure	means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations

under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving the Supplier's or its suppliers' workforce, but excluding the Client's inability to pay or circumstances resulting in the Client's inability to pay;

Intellectual Property Rights

means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in software, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future;
- (e) to which the relevant party is or may be entitled, and
- (f) in whichever part of the world existing;

Order

means the order for the Services from the Supplier placed by the Client, based on, and following the provision of, the Proposal;

Proposal

means the services proposal provided to the Client by the Supplier;

Services

means the Services set out in the Proposal and to be performed by the Supplier for the Client in accordance with the Contract;

Supplier

means Strength In People Ltd, a company incorporated and registered in England and Wales with company number 12303681, whose registered address is at Cedarwood

Moors Lane, Great Bentley, Colchester, Essex,
 United Kingdom, CO7 8QN;

Supplier Materials

means any tools, models, systems, templates, documents, written guidance, descriptions, instructions, manuals, literature, technical details or other related materials supplied in connection with the Services;

VAT

means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services.

1.2 In these Conditions, unless the context requires otherwise:

1.2.1 a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any);

1.2.2 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;

1.2.3 a reference to 'writing' or 'written' includes email;

1.2.4 a reference to legislation is a reference to that legislation as in force at the date of the Contract.

2 Application of these conditions

2.1 These Conditions apply to and form part of the Contract between the Supplier and the Client. They supersede any previously issued terms and conditions of purchase or supply.

2.2 No terms or conditions endorsed on, delivered with, or contained in the Client's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing.

2.3 No variation of these Conditions or to an Order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of the Supplier and the Client respectively.

2.4 Each Order by the Client to the Supplier shall be an offer to purchase Services subject to the Contract including these Conditions.

2.5 If the Supplier is unable to accept an Order, it shall notify the Client as soon as reasonably practicable.

2.6 The Supplier may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Services shall arise, until the earlier of:

2.6.1 the Supplier's written acceptance of the Order; or

2.6.2 the Supplier performing the Services or notifying the Client that they are ready to be performed (as the case may be).

3 Fees

- 3.1 The fees for the Services shall be as set out in the Proposal (the **Fees**).
- 3.2 The Fees are exclusive of VAT (or equivalent sales tax).
- 3.3 The Client shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.

4 Payment

- 4.1 The Supplier shall invoice the Client for the Services, partially or in full, at any time following acceptance of the Order.
- 4.2 The Client shall pay all invoices:
 - 4.2.1 in full without deduction or set-off, in cleared funds within 14 days of the date of each invoice; and
 - 4.2.2 to the bank account nominated by the Supplier.
- 4.3 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:
 - 4.3.1 the Supplier may, without limiting its other rights, charge interest on such sums at 8% a year above the base rate of the Bank of England from time to time in force, and
 - 4.3.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

5 Performance

- 5.1 The Services shall be performed by the Supplier or its subcontractor(s).
- 5.2 The Services shall be deemed performed on completion of the performance of the Services as specified in the Order.
- 5.3 The Supplier may perform the Services in instalments. Any delay or defect in an instalment shall not entitle the Client to cancel any other instalment.
- 5.4 The Supplier shall use its reasonable endeavours to meet estimated dates for performance, but any such dates are indicative only.
- 5.5 The Supplier shall not be liable for any delay in or failure of performance caused by:
 - 5.5.1 the Client, its employees or its representatives;
 - 5.5.2 Force Majeure.

6 Warranty

The Client warrants that it has provided the Supplier with all relevant, full and accurate information as to the Client's business and needs.

7 Indemnity and insurance

- 7.1 The Client shall indemnify, and keep indemnified, the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Supplier as a result of or in connection with the Client's breach of any of the Client's obligations under the Contract.
- 7.2 The Client shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under these Conditions.

8 Limitation of liability

- 8.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 8.
- 8.2 The Supplier's total liability shall not exceed the Fees.
- 8.3 The Supplier shall not be liable for consequential, indirect or special losses.
- 8.4 The Supplier shall not be liable for any of the following (whether direct or indirect):
 - 8.4.1 loss of profit;
 - 8.4.2 loss of revenue;
 - 8.4.3 loss or corruption of data;
 - 8.4.4 loss or corruption of software or systems;
 - 8.4.5 loss or damage to equipment;
 - 8.4.6 loss of use;
 - 8.4.7 loss of production;
 - 8.4.8 loss of contract;
 - 8.4.9 loss of commercial opportunity;
 - 8.4.10 loss of savings, discount or rebate (whether actual or anticipated); and/or
 - 8.4.11 harm to reputation or loss of goodwill.
- 8.5 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
 - 8.5.1 death or personal injury caused by negligence;
 - 8.5.2 fraud or fraudulent misrepresentation; or
 - 8.5.3 any other losses which cannot be excluded or limited by Applicable Law.

9 Intellectual property

- 9.1 Any and all Intellectual Property Rights subsisting in the Supplier Materials are owned wholly and exclusively by the Supplier.
- 9.2 The Client shall be granted a non-exclusive licence to use the Supplier Materials on an internal basis and only in connection with the Services. The Client shall not copy, reproduce, amend or publish the Supplier Materials without the Supplier's express consent.
- 9.3 Any and all Intellectual Property Rights subsisting in the Client Materials are owned wholly and exclusively by the Client.
- 9.4 The Supplier shall be granted a non-exclusive licence to use the Client Materials on an internal basis and only in connection with the Services. The Supplier shall not copy, reproduce, amend or publish the Client Materials without the Client's express consent.

10 Confidentiality

- 10.1 Each party shall keep confidential all Confidential Information belonging to other party and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:
 - 10.1.1 any information which was in the public domain at the date of the Contract;
 - 10.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement; or
 - 10.1.3 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.
- 10.2 This clause shall remain in force in perpetuity for a period of 10 years from the date of the Contract.

11 Force majeure

Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period of more than 30 days, the party not affected may terminate the Contract by written notice to the other party.

12 Termination

- 12.1 The Supplier may terminate the Contract at any time by giving notice in writing to the Client if:
 - 12.1.1 the Client commits a material breach of Contract and such breach is not remediable;
 - 12.1.2 the Client commits a material breach of the Contract which is capable of being remedied and such breach is not remedied within 14 days of receiving written notice of such breach;

- 12.1.3 the Client has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 14 days after the Supplier has given notification that the payment is overdue; or
- 12.1.4 any consent, licence or authorisation held by the Client is revoked or modified such that the Client is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.
- 12.2 The Supplier may terminate the Contract at any time by giving notice in writing to the Client if the Client:
 - 12.2.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 12.2.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Supplier reasonably believes that to be the case;
 - 12.2.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 12.2.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - 12.2.5 has a resolution passed for its winding up;
 - 12.2.6 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - 12.2.7 suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
 - 12.2.8 has a freezing order made against it.
- 12.3 The Supplier may terminate the Contract any time by giving not less than four weeks' notice in writing to the Client if the Client undergoes a change of Control.
- 12.4 If the Client becomes aware that any event has occurred, or circumstances exist, which may entitle the Supplier to terminate the Contract under this clause 12, it shall immediately notify the Supplier in writing.
- 12.5 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.

13 Further assurance

The Client shall at the request of the Supplier, and at the Client's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

14 Entire agreement

- 14.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

14.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

14.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

15 Variation

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, each party.

16 Assignment

The Client may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent.

17 Set off

17.1 The Supplier shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Client under the Contract or under any other contract which the Supplier has with the Client.

17.2 The Client shall pay all sums that it owes to the Supplier under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

18 No partnership or agency

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

19 Equitable relief

The Client recognises that any breach or threatened breach of the Contract may cause the Supplier irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Supplier, the Client acknowledges and agrees that the Supplier is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

20 Severance

20.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

20.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and

enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

21 Waiver

- 21.1 No failure, delay or omission by the Supplier in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 21.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Supplier shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Supplier.
- 21.3 A waiver of any term, provision, condition or breach of the Contract by the Supplier shall only be effective if given in writing and signed by the Supplier, and then only in the instance and for the purpose for which it is given.

22 Compliance with law

The Client shall comply with Applicable Law and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

23 Conflicts within contract

If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail to the extent of the conflict.

24 Costs and expenses

The Client shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

25 Third party rights

A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

26 Governing law

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

27 Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).