

**DOSCPSC11 – Purchasing Standard Conditions for Purchase of Temporary Resources ('these Conditions')**

## 1. DEFINITIONS

1.1. The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires: -

'Assignment' means the assignment by the Employment Business of the Temporary Worker to render the Services to the Company;

'Company' means DeepOcean Subsea Cables Limited;

'Contract' means the contract for the Assignment of the Temporary Worker comprising the authorised Purchase Order, any other documents or parts thereof specified in the Purchase Order, the Request for Proposal and these Conditions;

'Employment Business' means the person, firm or company which accepts the Purchase Order;

'Contract Price' means the sums to be paid to the Employment Business for the Assignment of the Temporary Worker in accordance with the provisions of the Contract;

'IPR' means intellectual property rights including patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

'Purchase Order' means the Company's written instruction to the Employment Business for the Assignment of the Temporary Worker including any special conditions set out therein and incorporating these Conditions;

'Request for Proposal' means the Company's request to the Employment Business for a proposal for the Assignment of a Temporary Worker;

"Services" means the services to be rendered by the Temporary Worker to the Company pursuant to the Assignment as described in the Contract;

"Temporary Worker" means the person, firm or company assigned by the Employment Business to the Company to perform the Services referred to, for ease, as "he", "him" and "himself" in these Conditions.

## 2. BASIS OF PURCHASE

2.1. These Conditions shall apply to each Contract to the exclusion of any other terms and conditions subject to which the Employment Business purports to accept the Purchase Order or which are given to the Company.

2.2. No terms or conditions endorsed upon, delivered with or contained in the quotation, acknowledgement of Purchase Order or similar document issued by the Employment Business will form part of the Contract.

## 3. THE SERVICES

3.1. The description of the Services and the locations at which the Services are to be performed shall be as specified in the Contract.

3.2. The Employment Business acknowledges that it has made and shall make its own enquiries to satisfy itself as to the adequacy of any information concerning the Services which is given by the Company.

## 4. VARIATIONS

4.1. The Company may in its reasonable discretion from time to time by written notice to the Employment Business propose to vary the Services. Within seven (7) days of the receipt of any such notice or such other period as the Company may request the Employment Business shall advise the Company in writing of any alteration of the Contract Price and/or any effect upon any other provisions of the Contract which would result from the variation. The Company shall then either:

4.1.1. confirm a variation in writing with such amendment to the Contract Price and any other provisions as the parties have agreed; or

4.1.2. withdraw the variation.

4.2. No variation of the Contract shall be effected until the Company has given written

confirmation of the variation to the Employment Business.

## 5. WARRANTIES

5.1. The Employment Business warrants to the Company that: -

5.1.1. the Temporary Worker is fully experienced and qualified to perform the Services;

5.1.2. the Temporary Worker is either engaged as a self-employed worker under a contract for services with the Employment Business or is engaged under a contract of employment with the Employment Business which governs the performance of the Services by the Temporary Worker;

5.1.3. the Employment Business will comply with the obligations which it owes to the Temporary Worker under all applicable statutes and regulations;

5.1.4. where required by the Company, the Employment Business has received the Temporary Worker's acceptance in writing that the maximum average weekly working time under the Working Time Regulations 1998 will not apply in relation to the performance of the Services; and

5.1.5. the Employment Business will pay to the Temporary Worker all remuneration due to the Temporary Worker for each hour or for each day worked in performing the Services subject to making the necessary deductions (e.g. for income tax and National Insurance contributions.)

## 6. CONDUCT OF ASSIGNMENT

6.1. The Employment Business shall use all reasonable endeavours to procure that the Temporary Worker in performing the Services:-

6.1.1. co-operates with the Company's reasonable instructions and accepts the direction, supervision and control of any responsible person in the Company's organisation;

6.1.2. observes any relevant rules and regulations of the Company to which the Temporary Worker's

attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain;

6.1.3. takes all reasonable steps to safeguard his own health and safety and that of any other person who may be present or be affected by his actions and complies with the Health and Safety policies and procedures of the Company;

6.1.4. does not engage in any conduct detrimental to the interests of the Company;

6.1.5. supplies all materials, equipment, clothing and all other things necessary for the performance of the Services;

6.1.6. does not at any time divulge to any person, nor use for his own or any other person's benefit, any confidential information relating to the business of the Company;

6.1.7. makes himself available for such hours as are necessary unless prevented by ill health;

6.1.8. devotes such of his time and attention as may be reasonably required; and

6.1.9. gives to the Company such explanations, information and assistance as it may require.

6.2. With the Company's prior written approval and subject to the following proviso, the Employment Business may appoint a suitably qualified substitute temporary worker to perform the Services provided that the substitute shall be required to enter into direct undertakings with the Company, including with regard to confidentiality. The Company will continue to pay the Contract Price as provided in clause 10 and the Employment Business shall be responsible for the remuneration of (and any expenses incurred by) the substitute. For the avoidance of doubt, the Employment Business will not be paid for any period during which services are not being provided.

6.3. In the event of a failure by the Temporary Worker to supply his own materials, equipment or clothing pursuant to clause 6.1.5 above, the Company shall be

entitled to charge the Employment Business the direct costs incurred by the Company in providing such materials, equipment or clothing together with a mark up of ten (10) per cent.

## **7. TIME SHEETS**

- 7.1. The Employment Business shall use all reasonable endeavours to procure that at the end of each week of the Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week) the Temporary Worker produces to the Company his time sheet duly completed to indicate the number of hours worked by him during the preceding week (or such lesser period) which, if approved, shall be signed by an authorised representative of the Company. The Company shall not be obliged to make payment of the Contract Price pursuant to **clause 11** in the absence of time sheets in support signed by an authorised representative of the Company.
- 7.2. For the avoidance of doubt and for the purposes of the Working Time Regulations, the Temporary Worker's working time shall only consist of those periods during which he is carrying out the Services for the Company. Time spent travelling to the site at which the Services are being performed, lunch breaks and other rest breaks shall not count as part of the Temporary Worker's working time for these purposes.

## **8. EXPENSES**

- 8.1. The Company shall authorise for payment by the Employment Business all reasonable travelling and other expenses properly incurred by the Temporary Worker in performing the Services.

## **9. TERMINATION OF ASSIGNMENT BY THE TEMPORARY WORKER**

- 9.1. If the Temporary Worker fails to give advance notice to the Employment Business that he will be unable to carry out the Services at any time during the course of the Assignment this will be treated as termination of the Assignment by the Temporary Worker and the Company will be entitled at its option to terminate the Contract forthwith or to ask the Employment

Business to assign a replacement temporary worker.

## **10. PRICE**

- 10.1. The Contract Price shall be as stated in the Contract and, unless otherwise so stated, shall be exclusive of any applicable Value Added Tax.

## **11. PAYMENT AND TERMS OF PAYMENT**

- 11.1. The Employment Business shall submit an invoice at the end of each month for charges not previously invoiced. The invoice shall quote the number of the Purchase Order and shall set out the hours worked by the Temporary Worker which must be substantiated by timesheets which have been approved by the Company. Invoices shall be submitted with such supporting approved timesheets and such other written information as the Company may from time to time request. The failure of the Employment Business to ensure that an invoice with supporting documentation is received by the Company on or before the end of each month may delay the payment of such invoice.
- 11.2. Invoices must be submitted by the Employment Business within three (3) months of the date of completion of the Assignment. Invoices submitted later than that date will be deemed invalid and not payable by the Company.
- 11.3. The Company shall effect payment of the invoice inclusive of value added tax at the end of the second month following the month of receipt by the Company of a proper invoice.
- 11.4. Value Added Tax shall be shown separately on all invoices as a strictly net extra charge.
- 11.5. Time of payment shall not be of the essence.
- 11.6. In the event that all or any part of an invoice is reasonably disputed, the Company shall, within 30 days of receipt notify the Employment Business of its reasons for disputing such invoice. The parties shall in good faith promptly exercise all due diligence in order to resolve the dispute. The Company shall make payment of all items other than disputed items.
- 11.7. If the Company is overdue with any payment owing under the Contract (and the Company has not invoked **clause 11.6**) then the Company will be liable to pay interest on the overdue amount at the annual rate of 2% above the prevailing base rate of Barclays Bank from time to time from the date payment becomes due until full

payment of the amount due together with accrued interest is received by the Employment Business.

- 11.8. Without prejudice to any other right or remedy, the Company reserves the right to set off any amount at any time owing to it by the Employment Business against any amount payable by it to the Employment Business under the Contract.

## **12. SUSPENSION**

The Company may suspend the performance of the Services by the Temporary Worker by giving the Employment Business written notice and may subsequently notify the Employment Business that the Temporary Worker shall resume the performance of the Services. In such circumstances the Employment Business shall be paid for Services which the Temporary Worker has performed in accordance with the Contract prior to receiving notice of suspension.

## **13. CONFIDENTIALITY**

- 13.1. Confidential information supplied to the Employment Business or to the Temporary Worker at any time (or which becomes known to the Employment Business or to the Temporary Worker through performance of the Services) is and remains the Company's property and must be returned to the Company on request and shall be regarded as confidential and shall not be disclosed to any third party (except where such third party accepts a like obligation of confidentiality and then only to the extent necessary for the performance of the Services).
- 13.2. The Employment Business shall obtain an undertaking from the Temporary Worker that the Temporary Worker will not disclose any confidential information which is supplied to him or which becomes known to him through performance of the Services except to the extent necessary for the performance of the Services.
- 13.3. The Employment Business shall not mention the Company's name in connection with the Contract or disclose the existence of the Contract in any communication to third parties without obtaining the Company's prior written consent.
- 13.4. The obligations under **clauses 13.1 and 13.3** shall remain in force for a period of ten (10) years from the date of disclosure notwithstanding completion, cancellation or termination of the Contract.

## **14. INTELLECTUAL PROPERTY RIGHTS**

- 14.1. All of the IPR created, developed, subsisting in or used in connection with the performance by the Temporary Worker of the Services shall be and remain the sole property of the Company.
- 14.2. The Employment Business shall use all reasonable endeavours to procure that the Temporary Worker at no cost to the Company assigns to the Company all IPR present or in future which are created during his performance of the Assignment .

## **15. CERTAIN RIGHTS AND REMEDIES ON DEFAULT**

- 15.1. If the Services are not performed on the due date then the Company shall be entitled to cancel the Contract without liability and recover from the Employment Business any loss or additional costs incurred.
- 15.2. If the Services are not performed in accordance with the Contract, the Company may by written notice require the Employment Business, at the Employment Business's expense, to take such measures as the Company reasonably deems necessary to ensure that the Temporary Worker's performance of the Services is in all respects in accordance with the Contract provided that if the Employment Business refuses or fails to remedy such failure(s) within fifteen (15) days of receiving such notice, the Company may treat the Contract as discharged by the Employment Business's breach and require repayment of any part of the Contract Price already paid and hold the Employment Business accountable for any loss and additional costs incurred.
- 15.3. Each of the Company's rights or remedies is without prejudice to any of the Company's other rights or remedies whether or not under the Contract.

## **16. INDEMNITY**

- 16.1. The Employment Business shall indemnify and keep the Company indemnified in full against all and any claims by HM Revenue and Customs or any other authority in respect of any income tax and/or National Insurance contributions arising from or payable in connection with any payments made to (or other remuneration received by) the Temporary Worker in performing the Services under the Contract.

- 16.2. The Employment Business shall indemnify and keep the Company indemnified in full against all reasonable costs and expenses and any penalties or interest incurred or payable by the Company in connection with or in consequence of any liability arising out of any assessment or claim by the Inland Revenue or any other authority.
- 16.3. The Employment Business shall indemnify and keep the Company indemnified in full against all and any claims, costs, expenses, liabilities, rights of action, compensation, awards, damages, fines or penalties arising under UK, EU or any other applicable law in connection with the Temporary Worker's status as an employee or worker and shall indemnify and keep the Company indemnified in full against any allegation made by the Temporary Worker against the Company that he is an employee of the Company including (without prejudice to the generality of the foregoing) any claim for unfair dismissal and/or redundancy arising out of the termination of the Assignment, and shall indemnify the Company against any legal fees incurred in defending such claims on an indemnity basis.
- 16.4. Except as provided by **clause 17**, the Employment Business shall indemnify and keep the Company indemnified in full from and against all and any liabilities, losses, damages, costs and expenses awarded against or incurred or paid by the Company as a result of or in connection with: -
- 16.4.1. any act or any omission of the Temporary Worker in performing the Services, including any injury, loss or damage to persons or to any property caused or contributed to by the Temporary Worker's negligence (except to the extent that the injury loss or damage is caused by the negligent act or omission of the Company) and including delay in carrying out the Services; and
  - 16.4.2. breach of any warranty given by the Employment Business under the Contract; and
  - 16.4.3. any act or omission of the Employment Business or its employees agents or sub-contractors in performing the Contract;
  - 16.4.4. any claim made against the Company in respect of any breach or alleged breach by the Company of any statutory provision, regulation, or other rule of law arising from the Temporary Worker's acts or omissions; and
  - 16.4.5. any alleged infringement of any IPR or other proprietary or protected right, arising out of or in connection with the performance of the Services by the Temporary Worker under the Contract except where such infringement necessarily arises from the Company's instruction.
- 16.5. Nothing in any Contract shall limit or exclude the liability of the Employment Business:
- 16.5.1. for death or personal injury caused by the Temporary Worker's negligence; or
  - 16.5.2. for fraud or fraudulent representation.
- 16.6. Without prejudice to clause 16.5 and clause 17, the total liability of the Employment Business arising under or in connection with the Contract, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty, misrepresentation or otherwise, shall be limited to the amount of its insurance cover (whichever is applicable) pursuant to **clause 19**.
- 17. CONSEQUENTIAL LOSS**
- Neither the Employment Business nor the Company shall be liable to the other for loss of profits, loss of business or any other indirect or consequential damages arising out of the Contract.
- 18. TERMINATION**
- 18.1. The Company shall be entitled to cancel the Contract by giving notice to the Employment Business at any time prior to performance of the Services without incurring any liability to the Employment Business.
- 18.2. The Company shall be entitled to terminate the Contract at any time during the Temporary Worker's performance of the Services by giving not less than seven (7) days notice in writing to the Employment Business.
- 18.3. Without prejudice to the rights of the Company under clause 15, the Company shall be entitled to terminate the Contract without liability to the Employment Business and reserving all rights by giving notice to the Employment Business at any time if:-
- 18.3.1. the Temporary Worker without reasonable cause refuses to perform the Services;

- 18.3.2. the Temporary Worker is prevented by ill health, injury or otherwise from performing the Services for more than five [ 5 ] days in any period of twenty [ 20 ] days;
- 18.3.3. the Temporary Worker becomes of unsound mind;
- 18.3.4. the Temporary Worker fails to perform the Services with the reasonable skill and care expected of a temporary worker experienced in the type of services to be provided by the Temporary Worker pursuant to the Assignment and persists in such behaviour after being duly warned by the Company;
- 18.3.5. the Temporary Worker commits any act which brings or is likely to bring the Company or its business interests into disrepute or which damages or is likely to damage those interests;
- 18.3.6. the Temporary Worker suffers any of the events described in sub-clause 18.3.9 below;
- 18.3.7. the Employment Business is in material breach of any of its obligations and that breach cannot be remedied;
- 18.3.8. the Employment Business is in material breach of any of its obligations and that breach can be remedied but the Employment Business fails to do so within seven (7) days starting on the day after receipt of notice from the Company;
- 18.3.9. the Employment Business makes any voluntary arrangement with its creditors or becomes subject to an administration order or goes into liquidation or bankruptcy or any encumbrancer takes possession or a receiver is appointed, of any of its property or assets; or
- 18.3.10. the Employment Business ceases, or threatens to cease, to trade; or
- 18.3.11. the Company reasonably believes that any of the events mentioned above is about to occur and the Company notifies the Employment Business accordingly.
- 18.4. In the event of termination of the Contract for any reason, the Employment Business shall return to the Company or destroy any confidential information submitted to the Employment Business.
- 18.5. 18.5 On termination of the Contract the clauses 13, 14, 15, 16, 18.4, 19 and 22.10 shall survive and continue in full force and effect.
- ## 19. INSURANCE
- 19.1. The Employment Business undertakes to maintain at all times (at its own responsibility and expense) insurance cover against all liabilities arising as a result of or in connection with the performance by the Temporary Worker of the Services under the Contract which shall include the following :
- 19.1.1. Employer's Liability insurance to comply with the relevant party's legal liability but in a sum not less than £10,000,000 for each and every incident; and
- 19.1.2. General Public Liability insurance in respect of the person and property of third parties written on an occurrence basis with cover adequate to cover the liabilities under the Contract but in a sum not less than £5,000,000 for each and every claim;
- 19.1.3. insurances against injury, loss or damage to the Temporary Worker or to the Temporary Worker's property arising as a result of or in connection with the performance by the Temporary Worker of the Services under the Contract.
- 19.2. Where the insurances of the Employment Business do not extend to providing cover against liabilities arising as a result of or in connection with the performance by the Temporary Worker of the Services under the Contract it shall be the responsibility of the Employment Business to ensure that the Temporary Worker has in place prior to performing the Services the insurances detailed in sub-clauses 19.1.1, 19.1.2 and 19.1.3 above and at the level of cover specified, together with:
- 19.2.1. Professional Indemnity Insurance with cover adequate to cover the liabilities under the Contract but in a sum of not less than £5,000,000 for any one occurrence.
- 19.3. The Employment Business shall furnish the Company with certificates of insurance

evidencing cover prior to the commencement of performance of the Services by the Temporary Worker or immediately upon receipt of a request from the Company. All such policies maintained or procured shall contain a waiver of subrogation against the non-insuring party.

## 20. FORCE MAJEURE

20.1. A party, provided that it has complied with the provisions of **clause 20.3**, shall not be in breach of the Contract, nor liable for any failure or delay in performance of any obligations under the Contract (and, subject to **clause 20.3**, the time for performance of the obligations shall be extended accordingly) arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ("**Force Majeure Event**"), including but not limited to any of the following:

- 20.1.1. acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;
- 20.1.2. war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
- 20.1.3. terrorist attack, civil war, civil commotion or riots;
- 20.1.4. nuclear, chemical or biological contamination or sonic boom;
- 20.1.5. voluntary or mandatory compliance with any law (including a failure to grant any licence or consent needed or any change in the law or interpretation of the law);
- 20.1.6. fire, explosion or accidental damage;
- 20.1.7. loss at sea;
- 20.1.8. adverse weather conditions;
- 20.1.9. collapse of building structures, failure of plant machinery, machinery, computers or vehicles;
- 20.1.10. any labour dispute, including but not limited to strikes, industrial action or lockouts;
- 20.1.11. interruption or failure of utility service, including but not limited to electric power, gas or water.

20.2. The corresponding obligations of the other party will be suspended to the same extent.

20.3. Any party that is subject to a Force Majeure Event shall not be in breach of the Contract provided that:

20.3.1. it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;

20.3.2. it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and

20.3.3. it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under the Contract in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

20.4. If the Force Majeure Event prevails for a continuous period of more than two (2) months, either party may terminate the Contract by giving fourteen (14) days' written notice to the other party. On the expiry of this notice period, the Contract will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of the Contract occurring prior to such termination.

## 21. CONFLICT OF INTEREST

21.1. The Employment Business shall use all reasonable endeavours to procure that the Temporary Worker confirms in writing prior to performing the Services that there is no actual or potential conflict of interest which arises in relation to present or future work for third parties as at commencement of performance of the Services. The Temporary Worker shall promptly disclose to the Company any actual or potential conflict which arises during the performance of the Services in relation to present or future work for third parties. The Temporary Worker shall not without the prior written consent of the Company accept or subcontract work from any other party which would create a conflict of interest.

**22. COMPLIANCE****22.1 Anti-Bribery**

22.1.1 The Employment Business shall:

(a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010;

(b) not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

(c) have and shall maintain in place throughout the term of this Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the relevant requirements, and will enforce them where appropriate; and

(d) promptly report to Company any request or demand for any undue financial or other advantage of any kind received by the Employment Business in connection with the Services.

22.1.2 The Employment Business shall ensure that any person associated with the Employment Business who is performing services under or in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Employment Business, the relevant terms in clause 22.1.1. The Employment Business shall be responsible for the observance and performance by such persons of the relevant terms, and shall be directly liable to Company for any breach by such persons of any of the relevant terms. Any such breach shall be a material breach, and in the case of a breach of clauses 22.1.1(a) or 22.1.1(b) shall be a material breach that is incapable of remedy.

22.1.3 For the purpose of this clause 22.1, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with the Bribery Act 2010 (and any guidance issued under that Act). For the purposes of this clause 22.1, a person associated with the Employment Business includes any member of the Employment Business group.

**22.2 Modern Slavery**

22.2.1 The Employment Business undertakes, warrants and represents that:

(a) neither it nor any of its officers, employees, agents or subcontractors:

(i) has committed an offence under the Modern Slavery Act 2015 (an “MSA Offence”); or

(ii) has been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or

(iii) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

(b) it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy; and

(c) it shall notify Company immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Employment Business’s obligations under clause 22.3. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Employment Business’s obligations.

22.2.2 The Employment Business shall take all reasonable steps necessary to ensure:

(a) its supply chain complies with the Modern Slavery Act 2015 and the modern slavery policy; and

(b) it has the right to audit the supply chain to ensure such compliance.

22.2.3 The Employment Business shall prepare and deliver to Company no later than 28 February each year, an annual statement setting out the steps it has taken to ensure slavery and human trafficking is not taking place in any part of its business or in any of its supply chains.

**22.3 Data Protection**

22.3.1 Each party shall comply with Data Protection Law as may be applicable from time to time to the shared personal data and the provisions of this clause 22.3 shall not relieve the Employment Business of its own responsibilities under Data Protection Law.

22.3.2 Company shall provide the shared personal data to the Employment Business. The Employment Business shall process shared personal data only for the agreed purpose. The Employment Business shall not process shared personal data in a way that is incompatible with the agreed purpose.

22.3.3 Each party agrees that it shall:

(a) assess the level of security appropriate to the processing in the context of its obligations under Data Protection Law; and

(b) implement all such appropriate technical and organisational measures to protect against unauthorised or unlawful processing and against accidental loss, destruction or damage to shared personal data.

22.3.4 The Employment Business shall indemnify Company in full for any and all costs, losses, damages, expenses and liabilities suffered by Company as a result of the Employment Business's failure to comply with the terms of this clause 22.3 and/or any Data Protection Law.

**22.4 Material Breach**

Any breach of clauses 22.1, 22.2, or 22.3 by the Employment Business shall be deemed a material breach of the Contract that is not capable of remedy and shall entitle Company to terminate the Contract with immediate effect.

**23. GENERAL PROVISIONS**

23.1. The Company has the right to assign the Contract.

23.2. The Employment Business shall not transfer assign charge or dispose of the Contract in any manner without the consent of the Company, which consent shall not be unreasonably withheld.

23.3. Nothing in any Contract shall be construed as establishing the Employment Business or any of the employees of the Employment Business as

the Company's employee or as an employee of the Company's client. Nothing in the Contract shall create a partnership, agency or a joint venture between the Company and the Employment Business.

23.4. The relationship between the Company and the Employment Business shall not be deemed to be that of principal and agent. The Employment Business shall not have the authority or power to act unilaterally as agent for the Company.

23.5. Any waiver by the Company of any breach is not a waiver of any subsequent breach.

23.6. Any delay or failure by the Company in enforcing or partially enforcing any provision of the Contract is not a waiver of any of the Company's rights.

23.7. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the remainder shall not be affected.

23.8. Any notice to be given by either party to the other under these Conditions must be in writing addressed to that other party at its registered office or such other address as may have been notified for these purposes.

23.9. The Contract does not create, confer, or purport to confer any benefit or right enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.

23.10. The Contract shall be subject to English Law and each party irrevocably agrees to submit to the exclusive jurisdiction of the English courts over any claim arising from or in connection with the Contract.