Envirolab Limited Terms and Conditions for Professional and Contracting Services

These terms and conditions (**"Conditions"**) are to be read in conjunction with the **Envirolab Limited Proposal**.

1 Definitions and interpretation

1.1 In these **Conditions:**

"Supplier" means **Envirolab Limited;**
"Client" means the contracting party, to whom the Proposal is addressed, for whom Services are performed by **Supplier** and the party responsible for payment of the Fee. If two or more parties engage **Supplier** to perform Services then such parties shall be jointly and severally liable under the terms of these Conditions;
"Contract" is defined in Condition 2.2 below;
"Data Protection Laws" means all applicable laws relating to the processing, privacy and/or use of personal data, including but not limited to the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time) and the Data Protection Act 2018;
"Deliverable" means any advice, document, report, map, plan, system, data or software or any other deliverable howsoever produced or provided pursuant to the Services;
"Fees" means the fees and charges payable by the Client to **Supplier** for the Services in accordance with the Proposal or as otherwise agreed in writing between **Supplier** and the Client in accordance with Condition 4.4;
"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
"Proposal" means the written proposal prepared as an offer by **Supplier** for carrying out the Services for the Client consisting of the scope of Services, set of rates and associated budget estimate or lump sum price, and the time frame for undertaking that Services, and all other requirements for the work, all as detailed in the proposal, and includes any amendments to the original proposal that **Supplier** may propose or accept in writing prior to commencement of the Services or that are agreed pursuant to the change request procedure set out at Condition 4.4;
"Services" means the services and works, including any Deliverables, to be provided by Supplier to the Client as set out in the Proposal.

1.2 Headings in these Conditions shall not affect their interpretation. A reference to a "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment, and includes any subordinate legislation for the time being in force made under it. Where the words "include(s)", "including" or "in particular" are used in these Conditions, they are deemed to have the words "without limitation" following them. The singular includes the plural, unless the context otherwise requires.

1.3 In the event of any conflict between the provisions of these Conditions and the Proposal, the provisions of the Proposal shall prevail except for Condition 3.1.

2. Contract

2.1 The Proposal shall be valid for one (1) month from the date of the Proposal (unless otherwise specified therein).

2.2 The Client's purchase order or the Client's acceptance of the Proposal or (if earlier) **Supplier** starting to perform the Services constitutes acceptance by the Client of the Proposal on the basis of these Conditions and the Proposal, at which point a contract for the supply and purchase of the Services on these Conditions will be established (the **"Contract"**). No counter-offer made by the Client shall be accepted by **Supplier** other than by a written acknowledgement issued and executed by **Supplier**.

2.3 These Conditions shall apply to the Contract to the exclusion of any other conditions contained or referred to in any order, letter, form of contract or other communication between the Client and **Supplier** whether oral or written (including any conditions the Client purports to apply) or which are implied by customs, practice or law and the provisions of these Conditions shall prevail.

2.4 The Proposal is given on the basis that no contract shall come into existence except in accordance with this Condition 2.

3. Supplier obligations

3.1 **Supplier** shall exercise reasonable skill, care and diligence in the performance of the Services and shall provide the Services in accordance with the provisions of the Proposal in all material respects, save that nothing in these Conditions shall be construed as imposing any fitness for purpose obligation.

3.2 **Supplier** shall use reasonable endeavours to meet any performance dates specified in the Proposal, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 **Supplier** shall undertake the Services in accordance with current health, safety and environmental legislation as at the time of performance of the Contract. **Supplier** reserves the right to amend the specification of the Services if necessary, to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and **Supplier** shall notify the Client in any such event.

3.4 **Supplier** shall hold any hazardous substances or wastes, including samples and contaminated equipment, arising from the Services as agent for the Client, whose property such materials will remain. **Supplier** shall make reasonable efforts to assist the Client with the safe handling and disposal of such material; however, the Client shall be responsible for this disposal and all associated costs if not included in the Proposal.

3.5 Where the Services include services of an exploratory nature or relating to physical ground works, the Proposal shall include a provisional bill of quantities and the estimated total Fees is provided for guidance purposes only. The actual cost and time quantities remeasured at completion of the Services shall be dependent upon the ground or other conditions, constraints present, and number and depth of the investigation locations, which shall influence the number of samples and tests required.

3.6 The Client shall inform **Supplier** prior to **Supplier**'s submission of the Proposal if the Services' starting date is critical. Thereafter, if the starting date is delayed or cancelled any such delay or cancellation may incur additional Fees.

3.7 Unless agreed in the Proposal or in accordance with Condition 4.4, **Supplier** shall not be required to:

(a) work outside of the business hours of 8:00am to 6:00pm Monday to Friday nor on public holidays in the United Kingdom. However, except where previously agreed constraints exist, **Supplier** reserves the right to work outside of normal business hours at its discretion and at no additional cost to the Client;

(b) provide traffic controls, watching, lighting or protection of the Services; or

(c) provide ground levels and/or co-ordinates at investigation positions.

3.8 The Client shall notify **Supplier** of the position and nature of any buried services, cables, pipes, sewers or similar, in writing, prior to commencement of the Services. Notwithstanding such notification, unless otherwise agreed in the Proposal, **Supplier** shall not be responsible for any damage to or liable (whether in contract, tort (including negligence), breach of statutory duty or otherwise) for any direct or indirect losses, damages, costs or expenses incurred as a result of any damage to any buried services, cables, pipes, sewers or similar.

4. Client obligations

4.1 The Client shall ensure that Supplier is fully briefed and provided with all necessary information, documentation, materials and equipment to be able to perform the Services as detailed in the Proposal and shall cooperate with Supplier in all matters relating to the Services.

4.2 Where relevant in accordance with the Construction (Design and Management) Regulations 2015 ("CDM 2015") the Client shall provide to **Supplier** all existing information, including any health and safety files, hazardous materials information including asbestos surveys, service location drawings and contact details for all other companies involved with the project, especially the 'Principal Designer' and 'Principal Contractor'. The Client will retain the roles of 'Principal Designer' and 'Principal Contractor' under the CDM 2015 and the Building Safety Act 2022 unless notified to, and agreed by **Supplier**, in writing.

4.3 The Client shall ensure that all information, documentation and materials provided to **Supplier** are complete and accurate in all material respects and the Client acknowledges that **Supplier** shall rely upon any and all information, documentation and materials provided by the Client or anyone on the Client's behalf.

4.4 The Client shall make any request for a variation to the Services or additional instructions in writing. **Supplier** shall confirm in writing as soon as practicable whether it accepts such variation or instruction, together with details of modifications to the Proposal, including the Fees and/or programme for delivery of the Services arising from variations or additional instructions requested by the Client. If the Client accepts **Supplier's** proposal, the parties shall sign a variation in accordance with Condition 17.3. If the Client rejects **Supplier's** proposal, and this cannot be resolved by referring it to the relevant director of each party, **Supplier** shall be entitled to terminate this Contract with immediate effect and Client shall pay **Supplier** all sums due pursuant to Condition 8.3 within 7 days of termination.

4.5 The Client shall comply with the requirements and obligations of the Client as set out in the Proposal.

4.6 The Client shall provide to **Supplier** in a timely manner and at no charge, access to the Client's premises, office accommodation, data and other sites or facilities as required by **Supplier** to perform the Services.

4.7 The Client shall obtain before the Services commence and thereafter maintain all licences, permits and consents and comply with all relevant and applicable laws and regulations, including health and safety laws, as required to enable **Supplier** to provide the Services, including in relation to the installation of any **Supplier** equipment (which shall include any tools, systems, cabling or facilities provided by Supplier to the Client and/or used directly or indirectly in the supply of the Services but excluding any such equipment that is the subject of a separate agreement between the parties under which title passes to the Client) and the use of the Client's materials and/or equipment.

4.8 The Client shall keep and maintain all materials, equipment, documents and other property of **Supplier** or its sub-contractors (Supplier Materials) at the Client's premises in safe custody at its own risk, maintain Supplier Materials in good condition until returned to Supplier, and not dispose of or use Supplier Materials other than in accordance with **Supplier's** written instructions or authorisation.

4.9 Without prejudice to any other rights or remedies, **Supplier** reserves the right to charge the Client for its additional costs and time incurred if:

(a) adverse weather conditions affect **Supplier**'s ability to perform the Services;

(b) the site conditions for any Services change between **Supplier**'s submission of the Proposal and the commencement of the Services;

(c) there are any access restrictions, including any change in the agreed access date on less than three business days' notice, that may affect access to a site or **Supplier**'s ability to perform the Services that the Client has not notified to **Supplier** in writing prior to **Supplier**'s submission of the Proposal or agreed in accordance with Condition 4.4; or

(d) there are any changes to the law, statutory guidance or best practice after **Supplier**'s submission of the Proposal, which directly affect the performance of the Services.

5. Insurance

5.1 **Supplier** shall maintain insurance cover for professional indemnity to the value of £1 million for each claim or series of claims arising from the same originating or underlying cause, subject to an annual aggregate limit of £1 million for all claims relating to fire safety, pollution and asbestos, during the Services and for six years after completion of the Services, provided such insurance is available at commercially reasonable rates. If any such insurance ceases to be available at commercially reasonable rates, then **Supplier** shall promptly notify the Client.

5.2 Supplier shall maintain additional insurance cover until the completion of the Services as follows:

(a) Employer's liability - £25,000,000 for any one event;

(b) Public, products, pollution liability arising from sudden and unforeseen events - £20,000,000 for any one occurrence;

(c) Contract works - £10,000,000 for any one loss;

with specific limitations as identified on the broker's certificate of insurance.

6. Limitation of Liability

The Client's attention is particularly drawn to the provisions of this Condition 6 (Limitation of Liability)

6.1 The restrictions on liability in this Condition 6 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution, under any indemnity or otherwise.

6.2 Nothing in these Conditions shall limit or exclude either party's liability for death or personal injury resulting from negligence, for fraud or fraudulent misrepresentation or any matter in respect of which it would be unlawful for either party to restrict or exclude liability.

6.3 Subject to Conditions 6.1 and 6.2:

(a) **Supplier**'s total liability under or in connection with the Contract (whether in contract, tort (including negligence), breach of statutory duty or otherwise) in any way involving the combustibility, fire safety requirements or fire protection performance of any façade materials, roof materials, cladding, core, filler, composite, insulation, glazing, balconies, terraces, doors, hatches, signage, decorative panels, roof voids, roof cavities, chimneys, flues, external wall system, compartment floors, and/or internal wall system of any building or structure, external roof system and/or internal roof system above the ceiling level of the upper-most storey of any building or structure, including but not limited to any component or material used for the external cladding or façades or roofs of any building or structure, insulation, and signage, and the manufacture, assembly, fixing or construction thereof shall not exceed £100,000;

(b) Subject to Condition 6.3(a) Supplier's total aggregate liability for any and all claims under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the value of the Fees paid;

(c) **Supplier**'s liability to the Client shall be limited to such proportion of the Client's loss and damage as it would be just and equitable for **Supplier** to pay having regard to the extent of its responsibility for the loss and damage and on the assumption that (i) all other consultants, contractors, subcontractors, project managers and advisers engaged in connection with the project have provided contractual undertakings on terms no less onerous than those set out in the Contract to the Client in respect to their obligations in connection with the project; and (ii) all the parties referred to in this Condition have paid to the Client such proportion of the loss or damage that it would be just and equitable for them to pay, having regard to the extent of their responsibility for the loss or damage;

(d) Subject to the other limitations contained in this Condition 6, if **Supplier** is in breach of its obligation under Condition 3.1to exercise reasonable skill, care and diligence in the performance of the Services before completion of the Services, the liability of **Supplier** shall be limited to the reasonable cost of correcting or

completing the relevant part of the Services or, if necessary, the cost of obtaining replacement work of equivalent standard as that provided for in the scope of the Services.

6.4 **Supplier** shall not be liable to the Client, however arising (whether in contract, tort (including negligence), breach of statutory duty or otherwise), for (i) any loss of profit; (ii) loss of use; (iii) loss of income; (iv) loss of production or accruals; (v) loss of anticipated savings; (vi) loss of business or contracts; (vii) loss or depletion of goodwill; (viii) loss of goods; (ix) loss or corruption of data or information or software; (x) any pure economic loss; (xi) any wasted expenditure; or (xii) any indirect or consequential loss, damage, cost or expense whatsoever arising under or in connection with the Contract that may be incurred or suffered by the Client.

6.5 **Supplier** shall not be liable in respect of any action or proceedings arising out of or in connection with this Contract whether in contract, in tort (including negligence), for breach of statutory duty or otherwise after the expiry of six (6) years from either (i) the date of completion of the Services, as indicated by the provision of the final Deliverable or, where there are no Deliverables, the day on which the Services are completed or (ii) such earlier date as prescribed by law.

6.6 Except as set out in these Conditions, all warranties, conditions, indemnities, guarantees and other terms whether express or implied by statute, or common law or otherwise are, to the fullest extent permitted by law, excluded from the Contract.

6.7 No employee of **Supplier** shall be personally liable to the Client for any negligence, default or any other liability whatsoever arising from performance of the Services.

7. Fees & Payment

7.1 In consideration of the provision of the Services by **Supplier**, the Client shall pay the Fees.

7.2 When consultancy services are included in the Proposal, the Fees for such consultancy services shall cover all the consultants' time spent on the Contract, whether at the premises of the Client or elsewhere, including travelling. Unless otherwise stated in the Proposal or agreed in writing with the Client, disbursements and out-of-pocket expenses will be charged at cost plus a 10% handling charge.

7.3 Unless otherwise stated in the Proposal or agreed in writing, the Fees shall be increased annually on each anniversary of the date of the Contract in accordance with the Office of National Statistics Consumer Prices Index.

7.4 In addition to Condition 7.3, if at any time during the term of the Contract the cost to Supplier of performing the Services (including but not limited to increases in the costs of materials) increases by 10% when compared to the costs as at the date of the Proposal (or, where Fees have previously been adjusted under Condition 7.3, as at the date of the last such adjustment), Supplier may adjust the Fees by an amount that fairly reflects such increase. Supplier shall give the Customer not less than one month's prior notice in writing of the proposed changes.

7.5 Any credit offered to the Client is subject to completion of a credit assessment to **Supplier**'s satisfaction (in its sole discretion). The Client shall permit **Supplier** to undertake a credit assessment following acceptance of the Proposal and periodically thereafter. **Supplier** shall be entitled to withdraw or amend the credit offered at any time based on its credit assessment and where credit is declined, the Client shall pay the fees in advance of the Services or provide a suitable payment guarantee from the ultimate holding company of the Client.

7.6 The Client shall be responsible for paying all the relevant taxes, including VAT or equivalent where applicable. Any amount expressed as payable to **Supplier** under the Contract is exclusive of VAT, unless stated otherwise. Where payments are made by credit card a card transaction fee of up to 2.50% will be added to any sums due. **Supplier** is unable to show the transaction fee on invoices due to accounting practices applicable to the billing method used by credit card operators.

7.7 Unless the Proposal specifies otherwise or following a credit assessment payment is required in advance, the Fees shall be payable in instalments which shall be invoiced monthly in arrears. Each instalment shall be calculated by **Supplier**, acting reasonably, by reference to the Services completed during the previous month and shall not be conditional on any Client milestone or receipt by the Client of any Deliverable.

7.8 The invoice shall specify the Fees due on the Payment Due Date and the basis on which such Fees are calculated. The "**Payment Due Date**" is the date of issue of the invoice and will be the tax point date. The invoice will constitute the "Payee Notice" (**Supplier** being the "Payee") and the Fees specified in the invoice shall be the "**Notified Sum**". The final date for payment ("**Final Payment Date**") will be 28 calendar days after the Payment Due Date.

7.9 The Client shall pay the Notified Sum on or before the Final Payment Date unless, not less than 14 days before the Final Payment Date, the Client gives notice to **Supplier** of its intention to pay less than the Notified Sum ("**Pay Less Notice**"). A Pay Less Notice must specify the Fees that the Client considers to be due on the date the Pay Less Notice is served and the basis on which that sum is calculated.

7.10 If the Client fails to pay any invoice in full by the Final Payment Date and fails to give a Pay Less Notice in accordance with Condition 7.8:

(a) interest shall be added to the unpaid amount from the Final Payment Date until the actual date of payment, which will be calculated on a daily basis at the annual rate of 12% over the annual base rate of the Bank of England or at the statutory interest rate, whichever is the greater. Compensation for late payment of each debt will also be due in accordance with the Late Payment of Commercial Debts Regulations 2013; and

(b) **Supplier** may, without prejudice to any other right or remedy, suspend performance of all or part of the Services by giving not less than seven days' notice to the Client of its intention to do so and stating the ground(s) on which it intends to suspend performance ("Notice of Suspension"). Performance shall be resumed when the Notified

Sum (together with any interest and compensation payable thereon) has been received. **Supplier** shall be entitled to claim payment of its reasonable costs and expenses in connection with the suspension of the Services. **Supplier** shall not be liable (whether in contract, tort (including negligence), breach of statutory duty or otherwise) for any loss or damage, delay or disruption, however suffered, as a result of the suspension of the Services in accordance with this Condition. **Supplier** shall be entitled to claim payment of its reasonable costs and expenses in accordance with Section 112(3A) of the Housing Grants, Construction and Regeneration Act 1996 (as amended by the Local Democracy, Economic Development and Construction Act 2009) and the provisions of Section 112(4) of that Act shall apply to any relevant time limits for the performance of the Services.

7.11 The Client shall not be entitled to exercise any set-off, lien, restriction, condition or any other similar right or claim.

8. Material default and termination

8.1 The Client may notify **Supplier** of a material breach at any time during the Services. **Supplier** shall, within 30 days of receiving written notification, investigate the complaint, determine if a material default has occurred and agree any remedy with the Client.

8.2 **Supplier** may, without incurring any liability and without prejudice to any of its rights under common law, immediately terminate the Contract and/or suspend performance of the Contract by notice in writing to the Client if:

(a) the Client commits a material breach of the Contract and, if such breach is remediable, fails to remedy that breach within seven days of written notification by **Supplier**;

(b) the Client fails to pay any sums due to **Supplier** in accordance with the Contract or any other contract with **Supplier** or any member of **Supplier**'s Group and remains in default not less than 28 calendar days after being notified in writing to make such payment or is otherwise in material breach of contract;

(c) the Client is affected, or in the reasonable opinion of **Supplier** is likely to be affected, by one or more of the following events:

(i) the Client ceases or threatens to cease to carry on business or suspends or threatens to suspend all or substantially all of its operations or payment of its debts or becomes unable to pay its debts;

(ii) an application is made to court or an order is made for the appointment of an administrator, administrative receiver, receiver or manager, liquidator, provisional liquidator or similar officer in respect of the whole or any part of the Client's assets or a notice of intention to appoint an administrator is given or an administrator is appointed in respect of the Client and/or a winding up petition is presented in respect of the Client;

(iii) an application for an interim order under is made or any distress, execution or other legal process is levied on the Client's property or assets;

(iv) the Client shall make or offer to make any arrangements or composition with its creditors, or shall commence negotiations with all or any class of its creditors with a view to rescheduling any of its debts;

(v) the Client's financial position or its credit rating deteriorates to such an extent that in **Supplier**'s opinion the Client's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;

(vi) the Client suffers any event similar to Conditions 8.2(c)(i) to (iv) in any other jurisdiction;

(vii) the Client, or any officer or employee of the Client, is or becomes the subject of or otherwise contravenes any sanctions that may be imposed by any sanctions authority globally; or

(viii) there is a change of Control of the Client. Where "Control" is defined as the ownership of at least fifty percent (50%) of the equity or beneficial interests of such entity, or the right to vote for or appoint a majority of the board of directors or other governing body of such entity.

8.3 In the event of **Supplier** exercising its rights under Condition 8.2 or upon termination of the Contract howsoever arising**,** the Fees for all Services performed up to the date of termination shall become immediately due. The Client shall pay compensation for the recovery of costs for the demobilisation, reassignment of personnel and equipment, and any associated loss of profit.

8.4 On termination of the Contract for any reason, the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.

8.5 If **Supplier**'s performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation ("**Client Default**"):

(a) without limiting or affecting any other right or remedy available to it, **Supplier** shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays **Supplier**'s performance of any of its obligations;

(b) **Supplier** shall not be liable (whether in contract, tort (including negligence), breach of statutory duty or otherwise) for any costs or losses sustained or incurred by the Client arising directly or indirectly from **Supplier**'s failure or delay to perform any of its obligations as set out in these Conditions; and

(c) the Client shall reimburse **Supplier** on written demand for any costs or losses sustained or incurred by **Supplier** arising directly or indirectly from the Client Default.

9. Dispute resolution

9.1 Subject to either party's right to adjudicate a dispute at any time, the parties shall use their reasonable endeavours to resolve any dispute arising out of or in connection with the Contract or its subject matter through negotiation or

mediation, and the dispute shall first be referred to the relevant director of each party who will use all reasonable efforts to resolve the dispute within 14 days. If the dispute is not resolved, it shall then to referred to the managing director of each party who will attempt to resolve the dispute within 28 days of the dispute being referred to them.

9.2 If the managing directors of the parties are for any reason unable to resolve the dispute within 28 days of it being referred to them, the parties shall attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing ("ADR notice") to the other party to the dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 30 days after the date of the ADR notice.

9.3 Either party may, by giving to the other a Notice of Adjudication, refer a dispute to adjudication at any time under Part 1 of the Scheme, and such Part 1 shall take effect as if it were incorporated into this Condition. The adjudicator shall be appointed by the Royal Institution of Chartered Surveyors (RICS).

10. Sub-contracting

10.1 **Supplier** shall be entitled to subcontract any part of the Services to another consultant, adviser or contractor (the "**Subcontractor**"). **Supplier** shall remain responsible for the performance of any Services performed by the Subcontractor.

11. Confidentiality

11.1 The details of the Proposal and any supporting information shall remain confidential and not be shared with any third party unless legally required to do so. During the Services, **Supplier** shall not publish any articles, photographs or other illustrations relating to the project without the written agreement of the Client. The Client shall not use the name or logo of **Supplier** or of any of the **Supplier** Group companies, nor shall the Client disclose **Supplier**'s involvement in the Services to any third party without the prior written consent of **Supplier**.

11.2 All information provided to **Supplier** by the Client that is clearly marked as confidential and not already in the public domain will remain confidential unless **Supplier** is legally required to disclose it, the Client authorises its release in writing to specifically named parties in conjunction with assignments, collateral warranties or requirements of a regulatory body, or such disclosure is to an insurer or professional advisor.

11.3 Unless otherwise agreed in writing **Supplier** may correspond by the internet, email or other electronic media. In such cases **Supplier** shall take reasonable steps to safeguard the security of the information transmitted but shall not accept liability for its security and confidentiality beyond these reasonable steps.

12. Intellectual Property

12.1 All Intellectual Property Rights in or arising out of or in connection with the Services including in any Deliverable (other than Intellectual Property Rights in any materials provided by the Client) shall be owned by **Supplier**.

12.2 In consideration of payment in full of the Fees (subject to any genuine payment disputes), **Supplier** grants to the Client a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use and copy the Deliverables for the purpose of receiving and using the Services and the Deliverables in its business.

12.3 The Client shall not sub-license, assign or otherwise transfer the rights granted in Condition 12.2.

12.4 The Client grants **Supplier** and any Subcontractor a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Client to **Supplier** for the term of the Contract for the purpose of providing the Services and any Deliverables to the Client.

12.5 Except as expressly stated in the Proposal, Client shall not make known the Deliverables, or any content thereof, to any third party. Notwithstanding the above, **Supplier** accepts no liability for claims from third parties to whom the Client has made known Deliverable contents. The Client shall fully indemnify **Supplier** in respect of any such claims arising from such third parties.

12.6 **Supplier** shall not be liable for any use of a Deliverable for any purpose other than that for which it was provided.

13. Assignment and third parties

13.1 The Client shall not, without the prior written consent of **Supplier**, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

13.2 **Supplier** may assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

13.3 Unless specified in the Proposal, **Supplier** shall not be obliged to assign the benefit of the Contract whether by collateral warranty, third party rights pursuant to the Contracts (Rights of Third Parties) Act 1999, letter of reliance or otherwise and, if **Supplier** agrees to any assignment of the benefit of the Contract, in whatever form, **Supplier** shall be entitled to charge an additional fee for such assignment or to administer any change of Client details.

13.4 Benefits to third parties through collateral warranties, third party rights or letters of reliance shall not be provided unless a fee for each warranty or letter is agreed in the Proposal. The form of wording used in the warranty or letter shall be provided by **Supplier** for agreement by the Client. Any reasonable changes to the form of wording will be

implemented by mutual agreement, however the terms in the warranty or letter cannot offer the third party any greater benefit than the Proposal offers to the Client.

13.5 Subject to Condition 13.4, nothing in the Contract confers or purports to confer on any third party any benefit or any right to enforce any term of the Contract under the Contracts (Rights of Third Parties) Act 1999.

14. Force Majeure

14.1 Supplier shall not be in breach of contract or liable to the Client if the provision of the Services is delayed or prevented by force majeure, meaning any one or more circumstance beyond the control of **Supplier**, including, but not limited to:

(a) a failure of the Client to provide facilities, access or information; acts or omissions of the Client or the Client's other suppliers or contractors;
(b) fire, flood, storm, explosion, earthquake, loss at sea, natural disaster or extreme weather conditions;
(c) unavailability or difficulty in obtaining of labour, materials, fuel, energy or services or breakdown of plant or machinery;
(d) acts of God; disease, pandemic or epidemic or similar event; terrorism, riot or civil commotion or war or threat thereof; nuclear, chemical or biological contamination; malicious damage or sabotage;
(e) accident, strikes or labour disputes or industrial action; act or regulations of any government or other agency including new trading agreements and sanctions lists; import or export regulations or embargoes, failure of or reduction in a utility service, communications network, or transport network; or the presence of unusually high levels of ionising radiation or radioactive substances.

14.2 If force majeure continues for more than 90 days, either **Supplier** or the Client may terminate the Services by notice to the other. **Supplier** shall be entitled to charge the Client for Services done prior to the force majeure on the basis provided in the Contract. Services performed and all reasonable and proper fees and disbursements accruing during the force majeure event shall be charged at the standard rates for **Supplier**, unless agreed otherwise in writing.

15. Supplier personnel

15.1 The Client agrees not to solicit, either directly or indirectly (including by way of head hunter, employment agency, press advertisement or through related companies), any employee of **Supplier** for the purpose of offering them full-time, part-time, temporary or contract employment of any kind. In the event the Client offers employment to any member of staff at **Supplier** and that employee chooses to leave **Supplier** because of the offer received, the Client agrees to pay to **Supplier** a sum which is the greater of £50,000 or 20% of the total employment cost of that member of staff. This condition shall remain in full force both during and for a period of six months after the end of the most recent contract with the Client and applies to all **Supplier** staff whether involved in contracts with the Client or not. Upon receipt of the employee's resignation, **Supplier** shall issue an invoice to the Client and that invoice shall be due and payable upon receipt.

16. Compliance with laws, policies, and data protection

16.1 Each party shall comply with, and have in place adequate procedures to prevent any breach of, all applicable laws, statutes, regulations, and codes including but not limited to the Bribery Act 2010, the Economic Crime and Corporate Transparency Act 2023, the Criminal Finances Act 2017, the Sanctions and Anti-Money Laundering Act 2018, the Modern Slavery Act 2015, the Equality Act 2010, the Worker Protection (Amendment of Equality Act 2010) Act 2023 and Data Protection Laws.

16.2 Neither party shall engage in any activity, practice or conduct which would constitute:

(a) an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
(b) either a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017 or a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;
(c) an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
(d) an offence under section 199 of the Economic Crime and Corporate Transparency Act 2023 if such activity, practice or conduct was carried out in the UK, or associated with a UK company; or
(e) a contravention of any relevant sanctions regulations.

16.3 The Client shall be committed to providing a working environment free from harassment (as defined in section 26 of the Equality Act 2010) including sexual harassment and in which all staff are treated, and treat others, with dignity and respect. The Client shall take appropriate measures to prevent any form of harassment from occurring in connection with **Supplier's** performance of the Services under this Contract. Any harassment of any employee or person engaged on behalf of **Supplier** is unlawful and will not be tolerated, and anyone who is a victim of, or witness to, any such harassment is encouraged to report it in accordance with **Supplier**'s anti-harassment policy. The Client confirms that it has in place and shall adhere to its own appropriate anti-harassment practices and procedures and that it shall take prompt action to remedy any instances or complaints of harassment.

16.4 For the purposes of this Condition 16, the terms 'Controller', 'Processor' and 'Personal Data' shall have the meanings given to them in the applicable Data Protection Laws from time to time.

16.5 The parties agree that the Client is a Controller and that **Supplier** is a Processor for the purposes of processing Personal Data pursuant to this Contract. **Supplier** shall comply with the relevant Data Protection Laws in connection with the processing of Personal Data and the provision of the Services.

16.6 **Supplier** shall only process the Personal Data in accordance with the Contract and the Client's written instructions from time to time except where otherwise required by law.

16.7 **Supplier** shall implement and maintain appropriate technical and organisational measures to protect Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

16.8 **Supplier** shall (at the Client's cost and expense):

(a) provide such information and assistance as the Client may require, acting reasonably. in relation to the fulfilment of the Client's obligations to respond to requests for exercising the Data Subjects' rights under the applicable Data Protection Laws;

(b) provide such information, co-operation and other assistance to the Client as the Client reasonably requires (taking into account the nature of processing and the information available to **Supplier**) to ensure compliance with the Client's obligations under Data Protection Laws;

(c) make available to the Client such information as is reasonably required to demonstrate **Supplier**'s compliance with its obligations under this Condition 16 and Data Protection Laws; and

(d) at the end of the provision of the Services relating to the processing of Personal Data, either return to the Client or securely dispose of all of the Personal Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires **Supplier** to store such Personal Data.

16.9 **Supplier** shares data internally with RSK Group Limited group companies where appropriate in line with GDPR regulations.

16.10 The Client's breach of this Condition 16 shall be deemed a material breach incapable of remedy under Condition **Error! Reference source not found.**.

16.11 This Condition 16 shall survive termination or expiry of the Contract.

17. General

17.1 Any notice to be given under the Contract must be in writing and shall be delivered by hand or sent by pre-paid first class (or airmail) post or recorded delivery post to the business address of the party, as stated in the Contract or as otherwise last notified in writing by the other party. A notice delivered by hand is deemed to have been received when delivered (or if delivery is not in business hours, 9.00 am on the first business day following delivery). A notice sent by post will be deemed to have been received on the next business day following that on which the notice was posted to an address in the United Kingdom and after five days in the case of an overseas letter sent by air mail.

17.2 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Condition 17.2 shall not affect the validity and enforceability of the rest of the Contract.

17.3 No variation of the Contract or these Conditions or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the parties.

17.4 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements, whether written or oral, between the parties relating to its subject matter. Each party acknowledges that, in entering into the Contract, it has not relied on and shall have no right or remedy in respect of any statement, representation, assurance or warranty (whether made negligently or innocently) that is not set out in this Contract.

17.5 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

17.6 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitment for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

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

17.8 Subject to Condition 9, the parties irrevocably agree that the English Courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with it or its subject matter of formation.