



FLEX RESOURCE TERMS AND CONDITIONS

1. Definitions:-

Additional Charges means any other charges as referred to in Condition 8.5 and/or stated in a tender or quotation;
 Assignments means the various project and assignments being undertaken by the Customer in respect of which the Customer wishes to engage Consultants to supply services;
 AW Regulations means the Agency Workers Regulations 2010;
 Company means XMA Limited whose registered office address is at Wilford Industrial Estate, Ruddington Lane, Wilford, Nottingham, NG11 7EP;
 Conditions means these terms and conditions of business;
 Confidential Information means any information of a confidential nature relating to either of the parties hereto or their respective businesses, finances and customers and/or relating to any Consultant, Supplier or End User or their respective businesses, finances and customers, including trade secrets and information of a commercial value, or any such information belonging to any of their customers or to any Consultant, Supplier or End User;
 Consultant(s) means the IT personnel provided by the Company to the Customer pursuant to this Contract;
 Contract means the contract for the sale by the Company and purchase by the Customer of Services;
 credit account application/renewal means the credit account application/renewal form completed by the Customer and the Company to which these terms and conditions are attached;
 Customer means the person firm or company who buys or agrees to buy the Services from the Company;
 Data Controller means the Customer;
 Data Processor means the Company;
 Data Subject means relating to a 'person';
 Delivery Price means the cost of transportation or delivery to the Customer;
 End Date means the date specified as such in a Schedule;
 End User means Customer employees or agents receiving the Services;
 Normal Rate means the hourly/daily rate specified as such on the applicable Schedule;
 Overtime Rate means the rate specified as such on the applicable Schedule;
 Personal Data is as defined by UK GDPR Article 4(1);
 Price means the price of the Services plus VAT, plus Additional Charges;
 Schedule means the written schedule or schedules detailing the particular services to be completed by the Consultant or Consultants named therein relating to the particular Assignment detailed therein and setting out the commercial terms agreed between the parties in respect of that Assignment;
 Services means all services supplied by the Company to the Customer pursuant to the Contract;
 Site Address means the address specified in a Schedule at which the services detailed in that Schedule are to be performed;
 Start Date means the date specified as such in a Schedule;
 Sub Processors means any agents or subcontractors engaged by the Company to provide Services pursuant to the Contract;
 Working Day means any day from Monday to Friday other than a Statutory holiday or public holiday in England; and
 Writing includes facsimile transmission and e-mail but excludes all other forms of electronic communication.

2. Basis of Contract

- 2.1 These conditions shall apply to the sale by the Company of all Services purchased by the Customer and these conditions shall govern the Contract to the exclusion of any other terms and conditions introduced or submitted by the Customer.
- 2.2 No variation of these conditions may be given by any of the Company's employees unless confirmed in writing by a Director and no collateral or supplemental contract may be made or construed unless confirmed in writing by a Director on the Company's official stationery.
- 2.3 Any tenders or quotations submitted to the Customer shall remain valid for the period stated therein, but if no period is specified such tenders and quotations shall be valid for the date of issue. All tenders and quotations shall be subject to these conditions.
- 2.4 Any tenders or quotations will not constitute an offer and the Contract shall be made when the Company acknowledges the order placed by the Customer in writing.
- 2.5 The Company's employees or agents are not authorised to make any representations concerning the Services unless confirmed by the Company in writing. In entering into the Contract the Customer acknowledges that it does not rely on any such representations which are not so confirmed save that nothing in this Condition excludes the Company's liability for fraudulent misrepresentation.

3. Cancellation

In the event that the Customer wishes to cancel an order, it may only do so with the written consent of the Company. With regards to a cancelled order, the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

4. Prices

- 4.1 For the avoidance of doubt, under these conditions the Price does not include overtime and/or out of hours rates. A rate card or quotation for the cost of additional hours shall be provided by the Company prior to or at the time of order placement.
- 4.2 The Price stated in any quotation or rate card is based on conditions ruling at the date of first publication. If any increase howsoever arising in the Price including but without being limited to requirement for specialised skills or location of resource in relation to the Customer the Company shall be entitled (subject to any statute or regulation) to make such addition to the Price as shall be reasonable in the circumstances.
- 4.3 All prices quoted are exclusive of VAT which will be charged at the rate in force at the time of despatch.

5. Payment Terms

- 5.1 The Company shall be entitled to invoice the Customer for the Price on or at any time after the Services have been provided.
- 5.2 The Company shall instruct each Consultant to submit to the Customer at the end of each week a timesheet detailing all the hours worked by that Consultant in that week, and any claims for expenses incurred by that Consultant together with evidence of that expenditure. Within 3 (three) Working Days of receipt of the same the Customer shall sign such timesheets indicating either that all the time and expenses claimed thereon is accepted by the Customer or alternatively, in the event that the Customer acting reasonably, accepts only some of the time and/or expenses claimed on such time sheet, indicating what amounts are accepted and which are not accepted with brief reasons for not accepting the same. In the event that any time and/expense claimed on a timesheet is not accepted by the Customer then the parties shall enter into discussions in good faith to try to resolve such dispute. For the avoidance of doubt, a time sheet is a record of time worked by the Consultant, and the Customer shall not be entitled to refuse to sign a time sheet on the grounds of dissatisfaction with the work performed.
- 5.3 The Customer shall be responsible for ensuring that only the Authorised Representatives signs the timesheets and the Company shall not be responsible for ensuring the same and shall be entitled to rely upon timesheets signed by any employee or representative of the Customer, whether authorised by the Customer or not.
- 5.4 The Company shall submit an invoice to the Customer for the hours worked by each Consultant and any expenses incurred by any Consultant, in each case in any preceding period (save to the extent already invoiced). Such invoice shall be calculated at the Normal Rate in respect of any time worked by a Consultant during Normal Working Hours and at the Overtime Rate in respect of any hours worked by a Consultant which was outside Normal Working Hours.
- 5.5 The Customer shall make payment for the Price in sterling, unless specified in the Customer's credit account application/renewal or agreed otherwise in writing. Any payment received by the Company in any other currency will not be deemed to be payment for the Services in question.
- 5.6 The Customer shall pay each invoice from the Company within thirty (30) days of the invoice date.
 In the event that the Customer fails to pay any invoice from the Company by the due date, all invoices issued to the Customer by the Company in respect of any Services supplied pursuant to any other contract shall immediately fall due for payment and any credit offered or extended by the Company to the Customer in respect of the same shall be cancelled forthwith.



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- 5.7 The Company's invoices shall be payable in accordance with these conditions. The time of payment of the Company's invoices shall be of the essence of the Contract.
- 5.8 If the Customer fails to make payment on the due date then, without prejudice to any other right or remedy available to the Company: -
- 5.8.1 The Company shall be entitled to charge the Customer interest under the Late Payment of Commercial Debts (Interest) Act 1998;
- 5.8.2 The Company shall be entitled to withhold provision of Services agreed by the Company to the Customer or any instalment thereof (being the subject of the Contract or any other contract) until the overdue payment and any accrued interest is made in full;
- 5.8.3 The Company shall be entitled to make a 2% charge for all payments made by credit card during the period in which any payment from the Customer to the Company is overdue.
- 5.8.4 all invoices issued to the Customer by the Company in respect of any Services supplied pursuant to any other contract shall immediately fall due for payment and any credit offered or extended by the Company to the Customer in respect of the same shall be cancelled forthwith
- 6. Services**
- 6.1 The Company agrees to provide one or more Consultants to the Customer in respect of a particular Assignment.
- 6.2 If an Assignment is offered and accepted then details of the same will be incorporated in a Schedule.
- 6.3 All Schedules shall be deemed to have been made pursuant to this Contract and the provisions set out in this Contract shall be incorporated into and form part of each Schedule save to the extent that any of terms set out herein are inconsistent with any term contained in a Schedule in which case the terms set out in the Schedule shall prevail.
- 6.4 Each Schedule shall specify in respect of the particular Assignment to which it relates, the following:
- i. A brief description of that Assignment;
 - ii. The Start Date and (if known) the End Date relating to that Assignment;
 - iii. The name or names of the Consultant(s) to be provided in respect of that Assignment;
 - iv. The job title that will be given to each such Consultant;
 - v. The services to be performed by each such Consultant in respect of that particular Assignment;
 - vi. The normal Hours of Work (if different to those stated in the definition of such expression set out in clause 1 above);
 - vii. The Normal Rate;
 - viii. The Overtime Rate;
 - ix. The name of the Customer Representative and his contact details;
 - x. The Site Address;
 - xi. Chargeable Expenses;
 - xii. The notice period required to be given by one party to the other in order to bring the Assignment to an end prior to the End Date.
- 6.5 All Schedules shall be drafted by the Company and submitted to the Customer for approval and shall become binding upon both parties on the occurrence of the earlier of either of the following events (save where such Schedule is withdrawn by the Company prior to the occurrence of that event):
- i. the Customer signs and returns that Schedule to the Company; or
 - ii. one or more Consultants starts to undertake the services specified in such Schedule and the Customer does not indicate to the Company within 24 hours of such start that it objects to the terms of that Schedule; or
 - iii. following receipt of the Schedule the Customer issues the Company with a purchase order, or an email confirming that it would like the Company (or the Consultants concerned) to proceed with the particular Assignment.
- 6.6 The Customer acknowledges and agrees that save where the Company shall have informed the Customer otherwise, the Consultant(s) and Supplier have opted-out of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.
- 6.7 Whilst providing the services each Consultant shall be under the direction of the Customer. The Company shall instruct each Consultant to follow all reasonable instructions received from the Customer and its representatives including but not limited to those relating to the nature of the services and work to be performed, health and safety procedures, site and security procedures, administrative procedures and Customer policies (including, but not limited to, internet and email policies).
- 6.8 Consultant(s) will report directly to the Customer Representative at the Site Address named in the applicable Schedule.
- 6.9 The Company shall instruct each Consultant to work the Working Hours and any overtime that is agreed by the Customer and the Company.
- 6.10 The Company shall instruct each Consultant to follow all reasonable requests from the End User as if it were the Customer.
- 6.11 The Customer shall ensure that all instructions given to any Consultant by the Customer shall be reasonable and clear.
- 7. Customer's Obligations**
- 7.1 The Customer shall provide all health and safety legislation and rules relevant to its site and type of work to each Consultant.
The Customer shall ensure that each Consultant is made aware of all relevant health and safety matters and issued with appropriate safety equipment where necessary.
- 7.2 The Customer shall supply the Company promptly upon reasonable written request with all information and documentation requested by the Company relating to the Customer's compliance or non-compliance with the AW Regulations concerning any Consultant. This includes (but shall not be limited to): pay comparator information of comparable employees (including salaries and hourly rates, commission/bonuses, overtime etc), holiday entitlement, hours of work including rest/lunch breaks, unsociable hours).
- 7.3 Each party shall inform the other in the event that it receives notification of any allegation that either party (or both) have breached or otherwise failed to comply fully with the AW Regulations.
- 8. Expenses and Overtime**
- 8.1 All expenses incurred by any Consultant shall be agreed in the Schedule.
- 8.2 If the Customer requires the Consultant to work any overtime and/or out of office hours it shall sign off such overtime on the timesheets in accordance with clauses
- 8.3 The Company shall require that all holiday and planned absences by any Consultant must be provided with no less than seven (7) days' notice to the Customer.
- 8.4 In the event that either the Company or the Customer is informed that any Consultant who has been engaged to provide services in respect of an Assignment is unavailable to do so due to any unforeseen circumstances (including but not limited to injury or illness) the Company or the Customer (as the case may be) shall inform the other as soon as is reasonably practicable.
- 8.5 Where due to any unforeseen circumstances any Consultant has been unable to or is unlikely to be able to provide the services for a continuous period of 3 (three) Working Days or more, the Company shall, at the Customer's request, use reasonable endeavours to replace the Consultant with an equivalent and suitable Consultant.
- 8.6 In the event that any Consultant is absent from the Site without explanation the Customer shall inform the Company and the Company shall use reasonable endeavours to determine the reason for such absence.
- 9. Liability and Insurance**
- 9.1 This clause sets out the entire liability of each party (including any liability for the acts, defaults, neglect or omissions of its employees, agents and sub-contractors) in respect of any breach of the Contract and/or any tortious statement, act or omission including negligence arising under or in connection with this Contract.
- 9.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Contract.
- 9.3 Nothing in this Contract excludes or limits the liability of either party for death or personal injury caused by negligence and/or for any matter in respect of which it would be illegal for either party to exclude or attempt to exclude its liability and/or for fraud or fraudulent misrepresentation.
- 9.4 The Company shall have no liability for any losses (of whatever nature and howsoever incurred) suffered by the Customer arising out of the provision of the services by any Consultant or the failure by any Consultant to provide the services, or arising due to manner in which any Consultant performs the services, or arising due to any other acts or omissions of any Consultant.



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- 9.5 Save as set out in clause 9.3 and subject in any event to clause 9.4 and 9.7, the Company's total liability arising in connection with the performance or contemplated performance of this Contract, howsoever such liability may arise (and including but not limited to liability arising in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise), shall be limited to £1,000,000 in respect of any one occurrence or series of occurrences.
- 9.6 Save as set out in clause 9.3 and subject in any event to clause 9.7, the Customer's total liability arising in connection with the performance or contemplated performance of this Contract, howsoever such liability may arise (and including but not limited to liability arising in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise), shall be limited to £1,000,000 to the Company in respect of any one occurrence or series of occurrences, provided always that nothing in this clause 9.6 shall limit the liability of the Customer to pay any fees and/or expenses that are properly due to the Company pursuant to this Contract.
- 9.7 Neither party shall be liable to the other party for any indirect or consequential losses including any pure economic loss, loss of profit, loss of income, loss of business, or depletion of or damage to goodwill or reputation, however caused or arising, which arise out of or in connection to this Contract.
- 9.8 The Customer shall maintain public liability insurance for the duration of this Contract for an amount not less than £5,000,000 per claim which shall include cover in respect of the death of or injuries suffered by any Consultant whilst engaged in providing the services. Such insurance shall be underwritten by a reputable insurer and the Customer shall provide evidence of such insurance upon being requested in writing to do so.

10. Confidentiality

- 10.1 Each party shall procure that all Confidential Information relating to the other party and/or to any Supplier and/or any Consultant shall at all time be kept secret and confidential and shall not be disclosed to any third party or otherwise used for any purposes other than those required or permitted by this Contract or in accordance with the instructions of the owner of that information.
- 10.2 Each party agrees to comply with the obligation under clause 10.1 for a period of 2 (two) years from the date of termination of this Contract, or for as long as the Confidential Information remains confidential, whichever is longer.
- 10.3 Each party shall promptly notify the other if any Confidential Information is required by law to be disclosed and shall co-operate with the other regarding the manner of such disclosure (but without prejudice to any obligation to comply with any law).
- 10.4 The obligations of confidentiality shall not apply to any information which:
- i) is or becomes generally known to third parties (other than as a result of a breach of the provisions of this Contract); or
 - ii) which is already lawfully in, or which comes lawfully into, the party's possession other than under this Contract; or is independently developed by the other party.
- 10.5 The provisions of this clause 10 shall survive termination of this Customer Contract for a period of 2 years.

11. Data Protection

- 11.1 The parties acknowledge and agree that in the performance of the Contract may involve the Company processing Personal Data of which the Customer is the Data Controller. The parties acknowledge and agree that, in respect of such processing, for the purposes of the Data Protection Legislation, the Customer is the Data Controller and the Company is the Data Processor.
- 11.2 The Customer warrants that:
- (i) it has all necessary and appropriate consents and notices in place to enable the lawful transfer of any Personal Data to the Company for the duration and purposes of any Contract;
 - (ii) all instructions given by it to the Company in respect of Personal Data shall at all times be in accordance with Data Protection Laws; and
 - (iii) it has undertaken due diligence in relation to the Company's processing operations, and it is satisfied that the Company's processing operations are suitable for the purposes for which the Customer proposes to use the services and engage the Company to process the Protected Data.
- 11.3 The Company shall process the Personal Data only in accordance with the Customer's instructions from time to time and shall not process the Personal Data for any purposes other than those expressly authorised by the Customer.
- 11.4 The Company shall take reasonable steps to ensure the reliability of all its employees who have access to the Personal Data.
- 11.5 Each party warrants to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.
- 11.6 The Company warrants that, having regard to the state of technological development and the cost of implementing any measures, it will:
- (i) take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:
 - a) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
 - b) the nature of the data to be protected; and
 - (ii) take reasonable steps to ensure compliance with those measures.
- 11.7 On the basis the Company warrants to adhere to the remainder of this Condition 11.7, the Customer consents to the Company engaging Sub Processors for carrying out any processing activities in respect of the Personal Data. Prior to appointing any such sub-processor, the Company warrants that:
- (i) prior to the relevant sub-processor carrying out any processing activities in respect of the Personal Data, the Company appoints each sub-processor under a written contract containing materially the same obligations as under this Condition 11;
 - (ii) the Company ensures each such Sub Processor complies with all such obligations; and
 - (iii) the Company to remain fully liable for all the acts and omissions of each Sub Processor as if they were its own.
- 11.8 Each party agrees to indemnify and keep indemnified and defend at its own expense the other party against all costs, claims, penalties, fines, damages or expenses incurred by the other party or for which the other party may become liable due to any failure by the first party or its employees or agents to comply with any of its obligations under this Condition 11.
- 11.9 The Customer acknowledges that the Company is reliant on the Customer for direction as to the extent to which the Company is entitled to use and process the Personal Data. Consequently, the Company will not be liable for any claim brought by a Data Subject arising from any action or omission by the Company, to the extent that such action or omission resulted directly from the Customer's instructions.
- 11.10 The Customer agrees that the Company may transfer Protected Data that is processed pursuant to the Company providing the goods and/or services in accordance with an Order to countries outside the European Economic Area (EEA) or to any International Organisation(s) (an International Recipient), provided all transfers by the Company of Personal Data to an International Recipient (and any onward transfer) shall (to the extent required under Data Protection Laws) be effected by way of appropriate safeguards and in accordance with Data Protection Laws.
- 11.11 The Company shall promptly (i) refer all Data Subject requests it receives to the Customer and (ii) notify the Customer of the Personal Data breach and provide any necessary details of the same.

12. Termination of Contract

- 12.1 The Company and the Customer may terminate this Contract at any time without liability for compensation by giving written notice to the other such notice to expire on the later of either:
- (i) ninety (90) days after the date on which such notice was served; or
 - (ii) the Working Day falling immediately after the latest End Date specified in any Schedule in force at the time such notice is served or which is entered into after the date on which such notice is served.
- 12.2 Either the Company or the Customer may, by written notice to the other, terminate this Contract with immediate effect, without any liability for compensation if:
- 12.2.1 the other commits any material breach of any provision of this Contract which is not capable of being remedied, including any breach of the confidentiality provisions set out in clause 10; or
 - 12.2.2 the other commits any material breach of any provision of this Contract which is capable of being remedied and does not remedy that breach within 30 days of the receipt of a notice from the non-breaching party requiring the breach to be remedied; or



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- 12.2.3 a resolution is passed by or an order is made in respect of the other for its winding up (otherwise than for the purposes of solvent amalgamation or reconstruction) or if the other becomes subject to an administration order, or if a receiver or administrative receiver is appointed in respect of all or some of the assets of the other, or if the other is dissolved or (if the other is an individual) the other is declared bankrupt; or
- 12.2.4 the other ceases or threatens to cease to carry on business in the United Kingdom.
- 13 Termination of Schedule**
- 13.1 The Company may by written notice terminate a Schedule at any time with immediate effect, without any liability for compensation if:
- 13.1.1 the Supplier or Consultant concerned cancels or otherwise terminates, for whatever reason, its agreement with the Company at any time. specified in that Schedule; or
- 13.1.2 any information given to the Company by the Consultant or the Supplier and supplied to the Customer under clause 6 proves to be incorrect or changes, or if the Consultant proves to be unsuitable.
- 13.2 The Customer may terminate a Schedule by giving no less than thirty (30) days' written notice to the Company to terminate that Schedule. The Customer may also by written notice terminate a Schedule with immediate effect if:
- 13.2.1 within the first 10 (Ten) Working Days following the Start Date specified in that Schedule the work of the Consultant in providing the services fails to meet the standards required by the Customer and the Company is unable to provide a replacement Consultant within 3 (three) Working Days of the Customer giving such written notice to the Company; or
- 13.2.2 the Consultant fails to meet the requirements of the Customer's security checking procedures; or
- 13.2.3 the Consultant provides or attempts to provide the services under the influence of alcohol or drugs; or
- 13.2.4 it is proven that the Consultant is guilty of dishonesty, gross incompetence, gross disobedience, consistent unruly behaviour or any similar misconduct.
- 13.3 The termination of a Schedule shall be without prejudice to the provisions of this Contract and each and every other Schedule then in force which, notwithstanding the termination of such Schedule, shall continue in full force and effect.
- 14 Consequences of termination**
- 14.1 Upon termination of this Contract for whatever reason:
- 14.1.1 the Customer shall immediately return to the Company all property and materials belonging to the Supplier and/or any Consultant and/or to the Company unless the Company requests otherwise.
- 14.1.2 The Customer shall immediately pay all unpaid invoices and expenses (if any) in respect of any Services provided up to and including the date of termination.
- 14.1.4 Save where clause 14.2 applies the Consultants shall immediately cease to provide the services
- 14.2 Upon the expiration of this Contract or upon the expiration of any notice to terminate under clause 12 the Company shall (if requested to do so by the Customer) use all reasonable endeavours to procure that all Consultants who are providing services to the Customer at the time of such expiration or the expiration of such notice, shall continue to provide the Service for so long as the Customer may reasonably require but not beyond any End Date specified in the applicable Schedule. In such circumstances the Company shall be entitled to continue to invoice the Customer accordingly in a like manner to that set out in clause 5 above. The Company shall not be obliged to comply with any request made pursuant to this clause and shall be entitled to cease to comply if at the time of the expiration of this Contract or at the time any notice to terminate under clause 12.1 expires, or at any time thereafter, the Customer is or continues to be in breach of any term of this Contract.
- 14.3 This clause 14 shall survive termination of this Contract. For the avoidance of doubt, clauses intended to apply post termination, shall continue to apply.
- 15 Non-Solicitation**
- 15.1 The Customer covenants with the Company that save as set out in this Contract, it shall not, and it shall procure that each End User shall not, at any time either during the Term or for a period of 12 (twelve) months following the expiration or termination (for whatever reason) of this Contract, either directly or indirectly:
- (i) enter into any contract or other arrangement with any Consultant or Supplier who was previously introduced to the Customer by the Company, in respect of the supply of IT or similar services by such Consultant or Supplier to the Customer or to the End User; or
- (ii) enter into any contract or other arrangement with any third party under the terms of which that or any other third party makes available to the Customer or to the End User the services of any Consultant who was previously introduced to the Customer by the Company, in respect of the supply of IT or similar services by such Consultant; or
- (iii) procure or facilitate either (i) or (ii) above by any other person;
- 15.2 Each party hereby covenants with the other it shall not at any time either during the Term or for a period of 12 (twelve) months following the expiration or termination (for whatever reason) of this Contract, employ or engage in any capacity, either directly or indirectly, any person who was at the time of such termination or at any time during the period of 12 months preceding such termination, an employee of the other.
- 15.3 Each party acknowledges and accepts that any breach of Clause 15.1 or 15.2 could cause injury to the other party and that monetary damages would not be an adequate remedy. In the event of a breach or threatened breach of Clause 15.1 or 15.2, the other party shall be entitled to apply for injunctive relief in any court of competent jurisdiction provided always that nothing contained in this clause shall be construed as prohibiting the other party from pursuing any other remedies available to it for breach or threatened breach.
- 16 Force Majeure**
- 16.1 Each party shall be released from its obligations under this Contract for so long as it is prevented from fulfilling the same due to any circumstances which are beyond the reasonable control of that party including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock outs, strikes or other labour disputes. Where such circumstances continue for a period of 30 (thirty) days or more either party shall be entitled to terminate this Contract by written notice to the other. Such notice shall take effect immediately upon receipt.
- 17 Variation**
- 17.1 In the event of any variation to this Contract the Company shall prepare a document reflecting the variation and dispatch it to the Customer within 5 (five) Working Days. In the event that the Customer shall not object to such document it shall take effect (and the terms of this Contract shall be deemed to have been amended accordingly) 5 (five) Working Days after receipt
- 18 Assignment**
- 18.1 Neither party shall be entitled to assign this Contract or any part of it without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.
- 19 No partnership**
- 19.1 Nothing in this Contract shall be construed as constituting a partnership between the parties.
- 19.2 Nothing in this Contract shall be construed as constituting a partnership between the Company and the Customer or as rendering the Company the Supplier and/or any Consultant as the agent or employee of the Customer or End User.
- 20 Waiver**
- 20.1 Failure or delay by the Company in enforcing or partially enforcing any provision of this Contract shall not be construed as a waiver of any of its rights under this Contract.
- 20.2 Any waiver by the Company of any breach of, or default under, any term or provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 21 Insolvency of Customer**
- 21.1 This Condition applies if: -
- i. the Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- ii. an encumbrance takes possession or a receiver is appointed, of any of the property or assets of the Customer; or
- iii. the Customer ceases, or threatens to cease, to carry on business; or



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- iv. the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

If this Condition applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract and suspend any further Services under the Contract without any liability to the Customer, and if the Services have been delivered but not paid for, all of the Company's outstanding invoices to the Customer become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

22. Intellectual Property

Each party shall retain all rights, title and interests in and to any Intellectual Property Rights that are owned, licensed or sublicensed by such party prior to or independent of this Contract.

23. Third Party Rights

A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these conditions but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

24. General

- a. The Company shall not be liable for any failure to perform its obligations when such failure is due to any cause beyond its reasonable control.
- b. Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party at his registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- c. 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 other provisions of these conditions shall remain in full force and effect.
- d. The Contract shall be governed by the laws of England, and the Customer agrees to submit to the non-exclusive jurisdiction of the English courts.
- e. These terms and conditions of business supersede any other contractual obligations, specifically the Sale of Goods Act 1979

25. Compliance with Laws

- 25.1 Each Party shall comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Goods, and any mandatory policies of the Company including but not limited to The Modern Slavery Act 2015, the Bribery Act 2010 and Data and Privacy. If the Customer commits a breach of this Condition 16, the Company shall be entitled to terminate this Contract with immediate effect by serving written notice on the Customer.