

SERVICES AGREEMENT
COMMERCIAL PARTICULARS

ITEM	DETAILS	
DATE OF AGREEMENT	[DATE LAST PARTY SIGNS AGREEMENT]	
L&P	<i>Legal name</i>	[London & Partners Limited OR London & Partners Ventures Limited (delete as applicable)]
	<i>Registration number</i>	Company number: [07493460 (L&P) OR 09916436 (LPV) (delete as applicable)]
	<i>Registered office</i>	169 Union Street, London SE1 0LL
CONTRACTOR	<i>Legal name</i>	
	<i>Registration number (if any)</i>	
	<i>Registered/principal office address</i>	
COMMENCEMENT DATE	[DATE THAT THE SERVICES WILL COMMENCE]	
SERVICES	[INSERT DETAILED DESCRIPTION OF SERVICES HERE]	
PERFORMANCE LEVELS	[INSERT DETAILED KEY PERFORMANCE INDICATORS HERE, IF ANY] OR [NONE]	
FEE	£ + VAT	
ADDITIONAL TERMS	[INSERT ADDITIONAL TERMS] OR [NONE]	
L&P'S ADDRESS AND E-MAIL FOR NOTICES	<i>FAO</i>	[NAME]
	<i>Address</i>	1ST Floor, 169 Union Street, London SE1 0LL
	<i>Email</i>	[EMAIL ADDRESS]
CONTRACTOR'S ADDRESS AND E-MAIL FOR NOTICES	<i>FAO</i>	
	<i>Address</i>	
	<i>Email</i>	

SIGNATURE

1. Unless otherwise defined in these Commercial Particulars, terms used in these Commercial Particulars shall have the meaning given to them in the Agreement.
2. These Commercial Particulars are governed by, incorporate, and in all respects are subject to the terms of the Agreement, as varied and amended by the other provisions of these Commercial Particulars.

AS WITNESS the signatures of the Parties or their duly authorised representatives on the date first above written.

<p>Signed for and on behalf of L&P:</p> <p>Name: _____</p> <p>Signature: _____</p> <p>Job Title: _____</p> <p>Date: _____</p>	<p>Signed for and on behalf of the Contractor by:</p> <p>Name: _____</p> <p>Signature: _____</p> <p>Job Title: _____</p> <p>Date: _____</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------

TERMS & CONDITIONS

BETWEEN:

- (1) The company specified in the Commercial Particulars ("**L&P**"); and
- (2) The company or entity specified in the Commercial Particulars ("**Partner**");

each a "**Party**" and together the "**Parties**".

BACKGROUND:

L&P wishes to engage the Contractor to provide the Services and the Contractor is willing and able to provide the Services to L&P in consideration for the Fee on the terms and subject to the conditions of this Agreement.

AGREED TERMS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 The following terms used in this Agreement (including the section headed "Background" above) shall have the following meanings:

"Agreement"	these terms and conditions and the Commercial Particulars applicable to the Services;
"Business Day"	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
"Commencement Date"	the date specified in the Commercial Particulars;
"Commercial Particulars"	the specific commercial terms and other contractual details set out in the Commercial Particulars section of this Agreement;
"Confidential Information"	any and all information, data and material of any nature in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) however conveyed or presented belonging to a Party, which the other Party may receive or obtain in connection with this Agreement, and all other information of a confidential nature (including, without limitation, non-public information relating to the business, financial or other affairs of a Party, its operations, processes, plans or intention, trade secrets, market opportunities, business affairs and information of commercial value), information specifically designated as confidential, any information supplied by any third party in relation to which a duty of confidentiality is owed or arises, and any other information which should otherwise be reasonably regarded as possessing a quality of confidence, which may become known to the other Party;
"Data Protection Regulations"	any Regulations relating to the processing, privacy or use of Personal Data as applicable to the Services, L&P and/or the Contractor; and " Data Controller ", " Data Processor " and " Personal Data " shall have the meanings given to them in the relevant Regulations;

“Fee”	the fee set out in the Commercial Particulars;
“Force Majeure Event”	any cause affecting the performance by a Party of its obligations under this Agreement arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding: (a) any industrial dispute relating to the Contractor and/or its personnel; (b) any other failure in the Contractor’s supply chain (except for a failure of a contractor or supplier in a supply chain caused by an equivalent force majeure event of that contractor or supplier); (c) Brexit; (d) inability to pay, mechanical difficulties, shortage or increase of price of raw materials, over-commitment or market or other circumstances which may make the terms of this Agreement unattractive to a Party; or (e) an event which a Party could have prevented or mitigated by contingency planning;
“Good Industry Practice”	in relation to any undertaking and any circumstances, the exercise of the degree of professionalism, skill, care, prudence and foresight which would be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances;
“Insolvency Event”	in relation to either Party, that Party: (a) is unable to pay its debts or becomes insolvent or bankrupt; (b) is the subject of an order made or a resolution passed for its administration, winding-up or dissolution; (c) is subject to any proceedings for the appointment of an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer over all or any substantial part of its assets; (d) proposes or enters into any composition or arrangement with its creditors generally (except for the purposes of a bona fide solvent amalgamation, reconstruction or re-organisation (provided this does not materially reduce the assets of that Party)); or (e) is subject to an analogous event to any of the foregoing in any jurisdiction;
“Intellectual Property Rights”	patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, 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;
“Performance Levels”	the requirements and standards for the Services including those set out in the Commercial Particulars;
“Policies”	such policies of L&P as applicable to and provided to the Contractor and as updated from time to time;
“Regulations”	(a) any law, enactment or regulation, any regulatory policy, guideline, order, direction, requirement or industry code of any Regulatory Authority (including good practice codes) applicable

to any part of the Services, the Contractor or L&P; and (b) any quality standards published by the British Standards Institute, the International Organisation for Standardisation or other reputable body that a leading organisation or individual within the Contractor's relevant industry or business sector would be expected to comply with;

"Regulatory Authority"

any person having governmental, regulatory, supervisory or other competent authority under any applicable Regulations or otherwise over any part of the Services, the Contractor or L&P;

"Reports"

the reports, management information and other information as may be reasonably required by L&P from time to time;

"Services"

the services set out in the Particulars and such other services or supplies to be supplied by the Contractor under this agreement;

"VAT"

value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax levied (whether in the UK or any other jurisdiction);

"Works"

all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Contractor in the provision of the Services.

- 1.2 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 This Agreement shall be binding on, and enure to the benefit of, the Parties to this Agreement and their respective successors and permitted assigns, and references to any Party shall include that Party's personal representatives, successors and permitted assigns.
- 1.7 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 1.8 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

- 1.11 Where there is a conflict between these terms and conditions and the Commercial Particulars, these terms and conditions shall prevail to the extent of the inconsistency

2. TERMS OF ENGAGEMENT

- 2.1 L&P shall engage the Contractor and the Contractor shall provide the Services on the terms and subject to the conditions of this Agreement.
- 2.2 The Agreement shall commence on the Commencement Date and shall continue unless and until terminated in accordance with this Agreement.

3. DUTIES AND OBLIGATIONS

- 3.1 The Contractor shall:
- 3.1.1 perform its obligations as set out in this Agreement and allocate sufficient resources to the Services to enable it to comply with its obligations;
 - 3.1.2 provide the Services with reasonable care and skill and in accordance with Good Industry Practice;
 - 3.1.3 devote such time to the carrying out of the Services as may be necessary for its proper performance;
 - 3.1.4 throughout the term of this Agreement, give to L&P such written or oral advice or information regarding any of the Services as L&P may reasonably require;
 - 3.1.5 comply with all reasonable requirements of L&P provided that any requirements which involve a material change in the nature or specification of the Services shall require the consent of the Contractor (such consent not to be unreasonably withheld or delayed);
 - 3.1.6 operate in accordance with the highest standards and not to do anything that could bring any of the Services or L&P into disrepute;
 - 3.1.7 deal promptly with all correspondence and requests from L&P; and
 - 3.1.8 not make any public announcement relating to this Agreement or the Services without L&P's prior written consent.
- 3.2 Unless the Contractor has been specifically authorised to do so by L&P in writing:
- 3.2.1 the Contractor shall not have any authority to incur any expenditure in the name of or for the account of L&P; and
 - 3.2.2 the Contractor shall not hold itself out as having authority to bind L&P.
- 3.3 If no time or date for performance is specified in this Agreement, the Contractor shall provide the Services and comply with its obligations, at all times promptly. Where time for performance has been specified in the Services time shall be of the essence.
- 3.4 The Contractor shall promptly notify L&P as soon as it becomes aware of any event or circumstance which has or may have a material adverse impact upon the Contractor's

performance of the Services or compliance with its obligations under this Agreement. The Contractor shall provide all such information and co-operation reasonably required by L&P in relation thereto.

- 3.5 L&P may itself perform, or employ or contract third parties to perform, any or all of the Services or any other services. This Agreement shall not create or imply any commitment on L&P to purchase any volume of Services from the Contractor.

4. PERFORMANCE LEVELS

- 4.1 The Contractor shall meet or exceed the Performance Levels.
- 4.2 Where the Contractor fails to perform the Services in accordance with the terms of this Agreement, including the Performance Levels (if any), the Contractor shall:
- 4.2.1 notify L&P of such failure and the steps that the Contractor will take (or has already taken) to remedy the failure and prevent the failure from re-occurring; and
 - 4.2.2 if L&P so requests, meet with L&P to discuss any risks or other issues such failure may present and any appropriate mitigating or correcting action required; and
- 4.3 Without prejudice to clause 4.2 and to any other rights L&P may have, if the Contractor fails to perform the Services in accordance with the terms of this Agreement, including the Performance Levels (if any) L&P may:
- 4.3.1 terminate this Agreement in whole or in part without liability to the Contractor;
 - 4.3.2 refuse to accept any subsequent performance of the Services which the Contractor attempts to make;
 - 4.3.3 purchase substitute services from elsewhere and reclaim the costs for procuring those new services from the Contractor;
 - 4.3.4 hold the Contractor accountable for any loss and additional costs incurred; and/or
 - 4.3.5 have all sums previously paid by L&P to the Contractor under this Agreement refunded by the Contractor.

5. REPORTING

- 5.1 Each Party shall appoint a relationship manager who will be that Party's primary point of contact in respect of the Services and this Agreement ("**Relationship Manager**"). Each Party may change its Relationship Manager on written notice to the other Party from time to time.
- 5.2 On a quarterly basis (or as otherwise required by L&P), the Parties will meet and review the Services and other issues relevant to this Agreement. The Contractor shall attend other meetings reasonably requested by L&P.
- 5.3 The Contractor shall prepare, deliver and make available to L&P the Reports, at such times and in such form as reasonably required by L&P from time to time.

6. REGULATIONS

- 6.1 The Contractor shall:
- 6.1.1 provide the Services in compliance with all Regulations and in a manner which does not place L&P in breach of any Regulations;
 - 6.1.2 observe all Policies and such other applicable rules; and
 - 6.1.3 not engage in any activity, practice or conduct in breach of any anti-bribery and/or anti-corruption Regulations including, but not limited to, the Bribery Act 2010.
- 6.2 The Contractor shall obtain and maintain such authorisations, approvals and permits from any relevant Regulatory Authority to perform the Services and its obligations in accordance with this Agreement.
- 6.3 The Contractor warrants and represents that it is not involved in any regulatory or misconduct litigation or investigation by any Regulatory Authority.
- 6.4 The Contractor shall co-operate with and assist upon request by L&P:
- 6.4.1 with any and all dealings with any relevant Regulatory Authority and shall otherwise co-operate with any relevant Regulatory Authority; and
 - 6.4.2 to enable L&P to comply with Regulations, including providing any requested information in any reasonable timescales.
- 6.5 The Contractor shall immediately notify L&P if it becomes aware or has reasonable cause to suspect that any act, matter or thing has arisen or occurred or may arise or occur which constitutes or may give rise to any breach of any Regulations.

7. FEES

- 7.1 L&P shall pay the Fee to the Contractor as full consideration for the performance by the Contractor of its duties under this Agreement. The Contractor shall bear its own expenses incurred in the course of the Services.
- 7.2 The Contractor shall submit detailed invoices to L&P after each calendar month following the provision of Services in respect of the Fees payable (plus VAT, if applicable). L&P shall pay each invoice within 30 days of the date that L&P received the invoice to such bank account nominated by the Contractor.
- 7.3 L&P shall be entitled to deduct from the Fees (and any other sums) due to the Contractor any sums that the Contractor may owe to L&P at any time.
- 7.4 Save as otherwise expressly set out in this Agreement, the Fee is the only sum payable by L&P for the Contractor's performance of its obligations under this Agreement.
- 7.5 If L&P fails to the Fees due to the Contractor under this Agreement by the due date for payment, then L&P shall pay interest on the overdue amount at the rate of 2% per annum above Barclay's Bank base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. L&P shall pay the interest together with the overdue amount.

7.6 In relation to payments disputed in good faith, interest under clause 7.5 is payable only after the dispute is resolved, on sums found or agreed to be due, from 5 days after the dispute is resolved until payment.

7.7 Without prejudice to any other rights and remedies that L&P may have, if the Contractor fails to provide any of the Services, the Contractor shall to the extent that the Fee has been paid by L&P to the Contractor in advance, refund L&P for the applicable Fee (being the amount attributable to the Services which have not been provided, or any period during which Services have not been provided), or if requested by L&P, such amounts shall be set-off against any other Fee due under this Agreement.

8. DATA PROTECTION

8.1 Each Party shall comply with the Data Protection Regulations that apply to it in relation to any Personal Data handled or processed in connection with this Agreement.

8.2 To the extent a Party is processing Personal Data as a Data Processor for the other Party, the Data Processor shall:

8.2.1 use the Personal Data solely for the purpose of performing its obligations under the Agreement;

8.2.2 process the Personal Data only in accordance with instructions from the Data Controller;

8.2.3 implement and/or maintain appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;

8.2.4 notify the Data Controller promptly of any unauthorised or non-compliant loss, access or other processing of Personal Data and of any complaints relating to the processing of Personal Data;

8.2.5 not transfer or permit the transfer of, any of the Personal Data outside of the UK;

8.2.6 make arrangements to ensure that back-up records of the current Personal Data are maintained and updated on a regular basis and have appropriate procedures in place for the archiving and eventual destruction of Personal Data; and

8.2.7 provide the Data Processor with reasonable assistance upon request to comply with subject access requests served under the Data Protection Regulations.

8.3 Should the Data Processor no longer need any of the Personal Data belonging to the other Party for the purposes of the Project it shall return that Personal Data (and any copies of it) to the Data Controller in hard copy or in electronic form within 10 Business Days or at the request of the Data Controller it shall destroy the Personal Data and/or irretrievably delete any Personal Data stored on any magnetic or optical disk or memory, including computer networks, e-mail accounts or accounts on websites, and all matter derived from such sources which is in the Data Processor's possession or under its control outside the Data Processor's premises within 10 Business Days.

9. CONFIDENTIALITY

- 9.1 Each Party ("**Receiving Party**") undertakes to treat as confidential all Confidential Information of the other Party ("**Disclosing Party**") and shall not disclose it to third parties, save as provided in clauses 9.2 and 9.4.
- 9.2 The Receiving Party may only use the Confidential Information for the purposes of this Agreement and may provide its employees, directors, subcontractors, agents, third party suppliers and professional advisers, ("**Permitted Users**") with access to the Confidential Information only to the extent and as required for the performance of this Agreement or the Collaboration. The Receiving Party shall ensure that each of its Permitted Users are bound to hold all Confidential Information in confidence to the standard required under this Agreement and complies with such obligations of confidence.
- 9.3 This clause 9 shall not apply to any information which:
- 9.3.1 enters the public domain other than as a result of a breach of this clause 9;
- 9.3.2 is received from a third party which is not known (and ought not to be known) to the Receiving Party to be under a confidentiality obligation in respect of that information (for the avoidance of doubt, the Receiving Party shall not be required to enquire if a duty of confidentiality is owed to the Disclosing Party);
- 9.3.3 is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or
- 9.3.4 was lawfully in the possession of the Receiving Party prior to disclosure (as evidenced by the records of the Receiving Party).
- 9.4 The Receiving Party may disclose Confidential Information where required to do so by any Regulations. In these circumstances, the Receiving Party shall give the Disclosing Party prompt advance written notice of the disclosure (where lawful and practical to do so) so that the Disclosing Party has sufficient opportunity (where possible) to prevent or control the manner of disclosure by appropriate legal means.
- 9.5 This clause 9 will remain in force notwithstanding termination of this Agreement.

10. TRANSPARENCY

- 10.1 In the interests of transparency about public funding, L&P publicly reports the following information for each payment at or above a de minimis threshold of £250 (exc VAT):
- 10.1.1 name of the supplier;
- 10.1.2 general description of services; and
- 10.1.3 amount of payment
- (together, the "**Transparency Information**")
- 10.2 For the avoidance of doubt, the Transparency Information shall not be considered to be Confidential Information for the purposes of this Agreement.

11. INTELLECTUAL PROPERTY

- 11.1 Nothing in this Agreement shall affect the ownership of Intellectual Property Rights existing prior to this Agreement.
- 11.2 The Contractor hereby assigns to L&P all existing and future Intellectual Property Rights arising from the provision of the Services and the Works and all materials embodying these rights to the fullest extent permitted by law and the Contractor hereby waives any moral rights or any other rights in them whatsoever which it may have. The Contractor shall, at the expense of L&P, take or join in taking such steps to vest such rights in L&P. To the extent that such rights do not vest automatically by operation of law or under this Agreement, the Contractor holds legal title in these rights and inventions on trust for L&P.
- 11.3 The Contractor grants L&P a non-exclusive, irrevocable, transferable and worldwide licence to use such Intellectual Property Rights owned by the Contractor or licensed to the Contractor which exists prior to the Agreement and subsisting in the provision of the Services and the Works.
- 11.4 If the Contractor wishes to use any of the Intellectual Property Rights arising from the provision of the Services and the Works for any purpose, other than the purposes of the Services, either during the term of this Agreement or after termination or expiry of this Agreement, the Contractor shall obtain the prior written permission of L&P. L&P may provide such permission in its absolute discretion and on such licence terms as L&P considers appropriate, which shall include detail of the licence fee (if any), the permitted uses (if this is not specified, the permitted use shall be limited to the sole purpose that the Contractor originally sought permission) and permitted users, the duration of the licence term and any renewal and extension provisions. The licence provisions may be contained in a letter or a separate licence agreement between L&P and the Contractor provided always that the licence shall be non-exclusive, revocable, non-transferrable and non-assignable, unless the licence explicitly states otherwise.
- 11.5 L&P grants the Contractor a non-exclusive, revocable, non-transferable and non-assignable licence to use such Intellectual Property Rights as are necessary for the purposes of the Services for the duration of this Agreement and for use only in accordance with L&P's instructions.
- 11.6 The Contractor acknowledges that L&P owns all rights in any Intellectual Property Rights that it may permit the Contractor to use and the Contractor does not or shall not acquire any rights relating to those Intellectual Property Rights other than as expressly provided for under this Agreement.
- 11.7 Use by the Contractor of any Intellectual Property Rights shall not operate to transfer to the Contractor any right in respect of those Intellectual Property Rights and the Contractor acknowledges that all rights in such Intellectual Property Rights including any goodwill belong to and shall remain vested in L&P.
- 11.8 The Contractor shall not do anything likely to damage L&P's reputation, name, Intellectual Property Rights or goodwill.
- 11.9 The obligations contained in this clause 10 shall remain in force notwithstanding termination of this Agreement for any reason whatever.

12. LIABILITY AND INSURANCE

- 12.1 Nothing in this Agreement excludes or limits the liability of a Party to the other Party for:
- 12.1.1 death or personal injury caused by its negligence;
 - 12.1.2 fraud or fraudulent misrepresentation;
 - 12.1.3 any liability that cannot be excluded or limited by law; or
 - 12.1.4 any indemnity under this Agreement.
- 12.2 The Contractor shall have liability for and shall indemnify L&P on demand for all claims, liabilities, losses, costs (including reasonable legal costs), damages or expenses arising from or in connection with:
- 12.2.1 any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the use or supply of the products of the Services (including the Works); and
 - 12.2.2 any claim made against L&P in respect of any liability, loss, damage, injury, cost or expense sustained by L&P's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the Services as a consequence of a breach or negligent performance or failure or delay in performance of this Agreement by the Contractor.
- 12.3 With effect from the Commencement Date and at the Contractor's expense, the Contractor shall hold and maintain during the term of this Agreement a policy or policies of insurance providing cover in respect of liability which may be incurred by the Contractor to L&P or any third party arising out of or in connection with this Agreement and to provide reasonable cover for all risks that may arise. Such policies shall be provided by an insurer(s) of good reputation and financial standing and on terms that are reasonably acceptable to L&P. The Contractor shall, on request, but in any event at least every 12 months throughout the term of this Agreement, provide L&P with written evidence of the Contractor's compliance with its obligations under this clause including copies of relevant policy certificates.

13. TERMINATION

- 13.1 Either Party may terminate this Agreement (or part thereof) at any time for convenience on not less than three months' written notice to the other Party.
- 13.2 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party:
- 13.2.1 if the other Party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

- 13.2.2 if the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or
- 13.2.3 if the other Party suffers an Insolvency Event.
- 13.3 L&P may terminate this Agreement (or any part thereof) with immediate effect by notifying the Contractor in writing if the Contractor:
 - 13.3.1 fails to obtain and/or maintain (for any reason) such authorisations, approvals and/or permits from any relevant Regulatory Authority required by it from time to time to perform its obligations in accordance with this Agreement;
 - 13.3.2 fails to obtain or maintain an adequate level of insurance (in the reasonable opinion of L&P) or such insurance is revoked;
 - 13.3.3 commit any gross misconduct affecting the business of L&P (in the reasonable opinion of L&P);
 - 13.3.4 is negligent or incompetent in the performance of the Services (in the reasonable opinion of L&P);
 - 13.3.5 commits any fraud or dishonesty or acts in any manner which in the opinion of L&P brings or is likely to bring L&P into disrepute or is materially adverse to the interests of L&P; or
 - 13.3.6 commits any offence under the Bribery Act 2010.
- 13.4 On expiry or termination of this Agreement for any reason whatsoever (or in the case of clause 12.3, upon notice to terminate being given):
 - 13.4.1 the relationship of the Parties shall cease save as (and to the extent) expressly provided for in this Agreement;
 - 13.4.2 any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect (including this clause 12);
 - 13.4.3 each Party shall take reasonable steps to mitigate any costs which the other Party incurs as a result of termination or expiry of this Agreement;
 - 13.4.4 at the request of the Disclosing Party, the Recipient shall promptly return to the Disclosing Party or securely dispose of in accordance with the Disclosing Party's instructions all Confidential Information and other data and documents and copies of them disclosed or supplied to the Recipient pursuant to or in relation to this Agreement and shall certify in writing to the Disclosing Party when the same has been completed;
 - 13.4.5 the Contractor shall (from the date of notice of termination) co-operate with L&P and provide such assistance as L&P may reasonably request in respect of the termination of the Services.

- 13.5 Expiry or termination of this Agreement shall not affect a Party's accrued rights and obligations at the time of expiry or termination.
- 13.6 The Parties do not anticipate that Transfer of Undertakings (Protection of Employment) Regulations 2006 ("**TUPE**") shall apply to the termination of the Services under this Agreement because:
- 13.6.1 the Parties do not consider that in the delivery of the Services an organised grouping of resources, which has the objective of pursuing an economic activity, should be required; and
- 13.6.2 at no time will an organised grouping of its employees have as its principal purpose of carrying out the Services,
- and each Party warrants that it shall arrange its affairs in compliance with clauses 12.6.1 and 12.6.2. Each Party ("**Indemnifying Party**") shall indemnify the other Party ("**Indemnified Party**") on demand for all costs, claims, demands, awards, damages, liabilities and expenses suffered by the Indemnified Party in relation to or in consequence of any failure by the Indemnifying Party to comply with the provisions of this clause 12.6.
- 14. FORCE MAJEURE**
- 14.1 Neither Party shall in any circumstances be liable to the other for any delay or non-performance of its obligations under this Agreement to the extent such non-performance is due to a Force Majeure Event.
- 14.2 In the event that either Party is delayed or prevented from performing its obligations under this Agreement by a Force Majeure Event, such Party shall:
- 14.2.1 give notice in writing of such delay or prevention to the other Party as soon as reasonably possible and in any event within 2 days of the occurrence of the Force Majeure Event and specifying, the cause of the delay and the estimate duration it will last;
- 14.2.2 use reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this Agreement; and
- 14.2.3 resume performance of its obligations as soon as reasonably practicable after the removal of the cause of the delay or prevention.
- 14.3 If a Force Majeure Event prevents, hinders or delays the a Party's performance of all of its obligations for a continuous period of more than 3 months, the Party not affected by the Force Majeure Event may terminate this Agreement by giving 14 days' written notice to the Party affected by the Force Majeure Event. On the expiry of this notice period, this Agreement will terminate. Such termination shall be without prejudice to the rights of the Parties in respect of any breach of this Agreement occurring prior to such termination.
- 15. DISPUTE RESOLUTION**
- 15.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement within 20 Business Days of either Party

notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the Chief Executive (or equivalent) of each Party.

- 15.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 15.3 If the dispute cannot be resolved by the Parties pursuant to clause 15.1 the Parties shall refer it to mediation pursuant to the procedure set out in clause 15.5.
- 15.4 The obligations of the Parties under the Agreement shall not cease, or be suspended or delayed by reference of a dispute to mediation and each Party shall continue to comply fully with the requirements of the Agreement at all times.
- 15.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- 15.5.1 A neutral adviser or mediator ("**Mediator**") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Business Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party may apply to the Centre for Effective Dispute Resolution to appoint a Mediator.
- 15.5.2 The Parties shall within 10 Business Days of the appointment of the Mediator meet with him or her in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held.
- 15.5.3 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- 15.5.4 If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
- 15.6 If the Parties fail to reach agreement in the structured negotiations within 20 Business Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.

16. GENERAL

- 16.1 A waiver of any right or remedy is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and the circumstances for which it is given.
- 16.2 Neither Party shall be entitled to transfer, assign, novate, subcontract or otherwise dispose of its rights and obligations under this Agreement either in whole or part without consent of the other Party.
- 16.3 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

- 16.4 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.
- 16.5 If a provision of this Agreement (or part of any provision) is found invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the Parties' original commercial intention.
- 16.6 In the event that the Parties cannot agree the amendment within 30 days of the date of commencing negotiation in accordance with clause 15.5, the provision shall to the extent of such invalidity, illegality or unenforceability, be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed severable and be deleted and shall not affect the other provisions of this Agreement, which shall continue unaffected.
- 16.7 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other Party to such address as set out in the Commercial Particulars or as otherwise notified in writing by that Party for such purposes, or sent by e-mail to the other Party's e-mail address contained in the Commercial Particulars or as otherwise notified in writing for the purpose.
- 16.8 A notice delivered by hand shall be deemed to have been received when delivered (or, if delivery is not in business hours, at 9.00 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by e-mail shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender and provided there is no bounce-back indicating non-receipt), or if the recipient has an automated "out of office" reply, at the time the out of office ceases to apply.
- 16.9 Clauses 15.7 and 15.8 do not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution which must be served in accordance with any directions or the Civil Procedure Rules.
- 16.10 Nothing in this Agreement is intended to, or shall be deemed to, constitute a legal partnership or joint venture of any kind between any of the Parties, nor constitute either Party the agent of the other Party, nor authorise either Party to make or enter into any commitments for or on behalf of the other Party.
- 16.11 The Parties do not intend any term of this Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 16.12 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the Agreement thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

- 16.13 No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives)
- 16.14 This Agreement constitutes the entire agreement between the Parties relating to its subject matter and supersede and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral.
- 16.15 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 16.16 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 16.17 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).