

# General Terms and Conditions for Engagements

## Eviture Construction (UK) Ltd

These Terms and Conditions apply to all engagements with clients accepted. All work for clients carried out is subject to these terms except where changes are expressly agreed in writing.

### 1. Interpretation

**Agreement** means the Engagement Letter and these Terms and Conditions.

**Data Protection Legislation** means all applicable laws and regulations regarding the processing of Personal Data and privacy in the United Kingdom, including the Data Protection Act 2018, General Data Protection Regulation 2016 (GDPR), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any subsequent amendment, re-enactment, consolidation or replacement thereof or implementing legislation, including following any exit from the EU by the UK the United Kingdom General Data Protection Regulation (UK GDPR). The following terms used in this document have the same meaning as used in Data Protection Legislation: Data Controller, Data Processor, Data Protection Impact Assessment (DPIA), Data Subject, Data Subject Access Request, Personal Data, Personal Data Breach, Process, and Processing.

**Eviture Construction** is the brand under which we operate and provide services. Eviture is a registered trademark licensed from the Eviture group.

**Information** means information including Personal Data.

**We**, including related wording such as us and our, mean Eviture Construction (UK) Ltd, a company limited by shares in accordance with the Companies Act 2006 with registered number 12287293.

**You**, including related wording such as your, mean the parties to this Agreement other than us.

Words with a specific meaning in a technical context shall not have the same meaning here unless otherwise stated.

### 2. Applicability

These General Terms & Conditions are applicable to all Engagements.

### 3. Warranties and representations

- 3.1. Each party warrants, represents and undertakes to the other that (a) it has full capacity and authority and all necessary consents, licences, permissions (statutory, regulatory, contractual or otherwise), including where its procedures so require, the consent of its parent company, to enter into and perform its obligations under the Contract subject to the provisions of section 6, and (b) their performance of their obligations under the Contract shall not conflict with, limit or be contrary to any other agreement.
- 3.2. Each party warrants, represents and undertakes to work together in good faith and in a spirit of trust, cooperation, and fair dealing.
- 3.3. Each party will make a reasonable effort to consider the needs, concerns and views of the other party when reaching any decision as to the giving or withholding of consent or approval and will not unreasonably withhold or delay the giving of any requested consent or approval.
- 3.4. The fact that any provision within the Contract is expressed as a warranty shall not preclude any right of termination either party may have in respect of breach of that provision by the other.

### 4. Inception of Engagement

- 4.1. The Engagement shall take effect as soon as we have received the written agreement relating to the Engagement duly signed by you and us in accordance with the provisions of this section 4.

- 4.2. If we have not yet received the signed Engagement, the Engagement shall be deemed to have been established under these Terms and Conditions as soon as we have started performing the Engagement at your request.
5. Creation of an Agreement
- 5.1. An agreement is formed between you and us only when executed by duly expressly authorised agents of the parties subject to section 6. For the avoidance of doubt, the formation of an agreement does not imply the formation of a contract unless expressly provided for.
- 5.2. Any purchase order or other such document from you to us is intended for your own administrative purposes only, and that notwithstanding its wording, neither a purchase order nor its content will have any legal effect.
- 5.3. Save to the extent expressly provided, all conditions, warranties or other terms implied by law are hereby excluded to the fullest extent permitted by law.
6. Authority to represent
- 6.1. An authorisation to act on behalf of us may be for a specific situation, type of purchase, project or part thereof, time period or otherwise, for one of multiple events, may require two or more authorised agents to act together, and may be withdrawn at any time.
- 6.2. We do not make a representation that a purported agent who has a business card issued by us, an email address provided by us, a telephone number provided by us, or any other form of collateral issued by us, access to our premises, sends an email copying a duly authorised agent, or setting him/herself out as acting for or on behalf of us or otherwise, is authorised to act on behalf of us.
- 6.3. We do not ratify the acts of a purported agent unless expressly confirmed in writing by two duly authorised agents, by two statutory directors or by one authorised agent and by one statutory director. Only when such confirmation of ratification has been clearly communicated by us to all parties, and then confirmed by all other parties to us, have we ratified the specified acts of the agent. An email sent by a purported agent copying an authorised agent does not imply that ratification has taken place.
- 6.4. Save to the extent expressly provided, any implied or apparent authority to act on behalf of us is hereby excluded.
- 6.5. Before accepting any agreement or otherwise from us, you acknowledge that you have satisfied yourself that a purported agent or agents have the required authority to act on behalf of us. Details of whether an agent or agents have been duly authorised to act on behalf of us for the specific event, and the conditions attached to that authority can be obtained by specific request via email to us at [legal@eviture.construction](mailto:legal@eviture.construction) together with the relevant documents you have received.
7. Services
- 7.1. We will carry out the Services with reasonable skill and care.
- 7.2. The scope of our work, which you confirm is sufficient for your purpose, is set out in the Engagement Letter. Our work is prepared and provided only for the agreed purpose. Any revision to the scope of work must be agreed in writing and may be subject to additional fees. Except as stated expressly in the Engagement Letter, our work will begin when we receive your acceptance of the Engagement Letter and we do not assume any responsibility before that date.
- 7.3. You will be solely responsible for (a) evaluating whether the results of the Services meet your requirements, (b) deciding whether to proceed or not with any course of action considering the Services, and (c) exercising management responsibility in respect of your affairs.
- 7.4. We accept no duty of care nor assume any responsibility by any person other than you. Any third party who chooses to rely upon our work shall do so entirely at their own risk.
- 7.5. You agree to not place any reliance on any work provided to you in draft. Unless expressly stated in writing to the contrary, we will have no continuing obligation to update any deliverable once we have provided it to you in its final form.

- 7.6. Unless expressly stated in writing to the contrary, we will not be obliged to verify Information supplied to us or the reasonableness of any assumptions or forecasts reflected in it.
  - 7.7. We are required by law and by professional standards to report certain matters to external authorities and we accept no responsibility to you for doing so. Notwithstanding any of your internal policies, we do not agree to receive reports of any suspected wrongdoing unless we have expressly agreed in writing to do so.
  - 7.8. Our policy is to conduct all business in an honest and ethical manner, and to comply with all applicable anti-corruption legislation including the Bribery Act 2010. We take a zero-tolerance approach to bribery, corruption and financial crime and are committed to acting professionally and with integrity in all our business dealings and relationships.
8. Fees and payment
- 8.1. Unless we have agreed to work on a fixed fee basis, a fee estimate, whether for planning or any other purpose, is given in good faith and is not binding as to the final cost because in most cases it is not possible to predict how things will turn out or how much work will be needed. An estimate is the view that we form initially of the likely fees.
  - 8.2. Our fees are exclusive of VAT and other taxes chargeable by us to our clients, which will be added where chargeable.
  - 8.3. Time records are for informational purposes only and their approval by you is not a prerequisite for invoicing, nor does an absence of approval imply a dispute.
  - 8.4. Any disbursements we incur on your behalf and expenses incurred in the course of carrying out our work for you will be added to our invoices where appropriate. Disbursements represents travel, accommodation and other expenses incurred.
  - 8.5. We reserve the right to make an additional charge in respect of unallocated costs such as telephone calls, printing and photocopying.
  - 8.6. We may provide, and charge you for, any additional services if the need for such services arises by virtue of any national or international legislation and regulations, including professional rules and regulations, applying to the Engagement.
  - 8.7. If any pricing factors, such as materials, licenses, salaries and/or rates, are subject to change between the inception date and completion date of the Engagement, we shall have the right to adjust the previously agreed fee accordingly.
  - 8.8. You acknowledge that we are required to commit people and resources exclusively to the Engagement in order to satisfy our obligations in the Agreement. If the Engagement is delayed or suspended through no fault of us, the fees set out remain payable by you. We will however endeavour to, upon receipt of notice of any delay or suspension, reassign people and resources and, if successful, you will then not be required to pay the charges for any people and resources that have been reassigned.
  - 8.9. Invoices are payable in full (including disbursements) without any deduction, discount, withholding or set-off. If any withholding of whatever kind is applied to, or your bank or other fees are deducted from any payments made, then payment has not been made in full.
  - 8.10. Our invoices shall be payable on presentation. We may charge interest at the rate prescribed from time to time in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, or any successor legislation, on any invoices which remain unpaid after 15 days.
  - 8.11. You acknowledge that any discounts we have given to you are based on an expectation of timely payments and will cease as soon as you are in default of payment. Such discounts will begin to accrue once you are no longer in default of payment. You accept that we have taken a prudent commercial step to avoid loss or potential loss. Your failure to timely pay any fees and expenses that is not the subject of a good faith dispute shall constitute a material breach of the Agreement.
  - 8.12. Payment by cheque is subject to handling fee. Payment in cash is not accepted.
  - 8.13. Title to any goods, intellectual property or otherwise shall remain vested in us and shall not pass to you until any fees for such goods, intellectual property or otherwise together with any other outstanding amounts have been paid in full by you and received by us.
  - 8.14. If you do not accept that an invoiced fee is fair and reasonable you must notify us within 7 days of receipt, failing which you will be deemed to have accepted that payment is due.

- 8.15. Complaints about or objections to any amounts charged shall not suspend your obligation to pay.
- 8.16. If we believe that your financial position and/or payment performance justifies such action, we have the right to demand that you immediately furnish security or additional security in a form to be determined by us and/or make an advance payment. If you fail to furnish the desired security or make the desired advance payment, we have the right, without prejudice to our other rights, to immediately suspend any further execution of the Engagement, and all amounts you owe us, for whatever reason, shall become immediately due and payable.
- 8.17. If you are unable or unwilling to settle our fees, we reserve the right to seek payment from the individual (or parent company) giving us instructions on behalf of the client, and we shall be entitled to enforce any sums due against the group company or individual nominated to act for you.
- 8.18. In the event of a jointly commissioned Engagement, all clients are jointly and severally liable for payment of the full fee charged insofar as the services were provided for the clients jointly.
9. Complaints
- 9.1. We must be notified in writing and within 30 days of the date of dispatch of documents or information in respect of which you are filing a complaint, subject to the risk of forfeiture, of any complaints relating to the services provided or, if you provide sufficient evidence that you could not have reasonably discovered that defect, error or shortcoming earlier, within 30 days of the discovery of the defect, error or shortcoming.
- 9.2. Complaints relating to the services provided shall not suspend your obligation to pay. Under no circumstance shall you be entitled, by virtue of a complaint in respect of a certain service, to offset, defer or refuse payment for other services provided by us to which the complaint does not relate.
- 9.3. If you filed a legitimate and timely complaint, you shall have the choice between us adjusting the fee charged or having the rejected service rectified.
10. Delivery period
- 10.1. If you are required to make an advance payment or to make information and/or materials available that is/are required for execution of the Engagement, the term for completing the services will not start until we have received the payment in full or until all information and/or materials have been made available to us respectively.
- 10.2. The due dates for completion of the services shall be regarded as strict deadlines only if this has been agreed in writing in advance.
- 10.3. Unless execution of the Engagement proves to be permanently impossible, you may not terminate the Engagement because of us failing to meet a deadline, unless we do not perform the Engagement, either partially or in full, within a reasonable period of which we have been notified in writing after expiry of the agreed delivery period.
11. Your obligations
- 11.1. You shall provide us with complete, accurate and up-to-date Information to enable us to provide the Services. You shall inform us of any additional Information of which you become aware that may be relevant to the Services. You warrant that you have all necessary authorisation (including under Data Protection Legislation in regard to Personal Data) to supply such Information and that its provision does not infringe the rights of any third party. You shall not be entitled to assume that information provided to us in another context will be taken into account for the purposes of providing the Services.
- 11.2. Any additional costs and damage or loss caused by a delay in the execution of the Engagement resulting from failure to make the requested information, facilities and/or staff available, or failure to do so on time or in the proper form, shall be for your account and risk.
- 11.3. You agree to provide us with such access to facilities and the internet as may be reasonably necessary for the Services.
- 11.4. You agree that during the engagement and for a period of 12 months thereafter you will not solicit for employment or hire any of our people or any of our sub-contractors' people who have been involved in providing Services, without our express written consent, in which case we may seek

appropriate compensation from you (unless the individual is hired in response to a general advertisement made available to the public).

12. Sub-contractors and third-party rights

- 12.1. We are a member-firm of ECHyL. Each firm is a separate legal entity and acts for its own account and not as an agent of EHCyL or any other member firm. EHCyL does not provide any services to clients. EHCyL is not responsible or liable for acts or omissions of any of its member firms. Nor can it control the exercising of their professional judgment or bind them in any way. We shall have no liability under this Agreement in connection with services that another member-firm of ECHyL has directly agreed to provide under any other agreement.
- 12.2. We may obtain services from sub-contractors, including other member firms of ECHyL, in which case the terms of this Agreement shall apply for their benefit. We take sole responsibility to you for Services provided by us and any sub-contractor involved in providing the Services, including other member-firms of ECHyL, and their respective people. You agree not to bring any claims in respect of the Services, or this Agreement, against any parties other than us.
- 12.3. The Contracts (Rights of Third Parties) Act 1999 does not apply to the terms of this Agreement or any subsequent amendment to it unless expressly confirmed otherwise in writing (save to the extent that any parties listed in clause 12.2 can benefit from the protections in that clause).

13. Confidentiality, documents, and ownership

- 13.1. You shall not disclose our work to any third party without our prior written consent, except as required by law, or any legal or regulatory authority.
- 13.2. All our people and sub-contractors are subject to contractual confidentiality obligations in respect of Information relating to our clients. We shall keep all Information created or received in connection with the Services and this Agreement confidential and shall not without your consent disclose it to any third party nor use it for purposes other than in connection with providing the Services and efficient administration of our client relationships. This obligation shall not apply to information that is (a) published or in the public domain otherwise than due to a breach of this Agreement, (b) lawfully known to us before commencement of the Services, (c) lawfully obtained by us from a third party who is free to divulge that information, (d) required to be disclosed to our professional advisors, auditors, or insurers, including in the event of any litigation or complaint, or (e) required to be disclosed by law, the courts or any legal or regulatory authority.
- 13.3. We may mention in appropriate circumstances that you are, or have been, a client of ours and the type of services provided. This will not involve disclosure of your confidential information.
- 13.4. Some of your Information may be shared with member-firms of Eviture and other sub-contractors on a confidential basis subject to the same level of data protection obligations as apply between you and us. Not all of these are located within the European Economic Area (EEA). Therefore, Information may be transferred outside the EEA. We will ensure appropriate safeguards, as required by Data Protection Legislation, are in place before any transfer.
- 13.5. We will be entitled to make and retain copies of any documents or material prepared by us or on behalf or supplied to us for the purposes described in this Agreement, where it is necessary to do so for the purposes that we agree with you. Following this, they shall be disposed of in a secure manner.
- 13.6. All working papers, draft documents, file copies, internal memoranda, and electronic files that we create and retain under this Agreement shall belong to us. All original documents provided by you shall be returned to you upon request. Any documents that we prepare, and we supply to you will belong to you, subject to the terms of this Agreement.
- 13.7. Ownership of intellectual property in material that is pre-existing or that is not prepared by us exclusively for the purposes of the Services shall be retained by its original owner. All other intellectual property in any document we prepare while providing the Services shall be our property. We hereby grant a non-transferable license to you to use the product of the Services for the agreed purpose. You shall not use our name or logo without our prior written consent.
- 13.8. If you receive a request under the Freedom of Information Act 2000 or other legislation for disclosure of our work or other information that we have provided to you, you agree to notify us

promptly in writing of the request, to consult us and to pay due regard to any legitimate grounds for challenging disclosure. You agree to attach to any material that is to be disclosed a statement that we disclaim any duty of care and responsibility to third parties and any third party that chooses to rely upon our work shall do so entirely at their own risk.

14. Termination and suspension
- 14.1. Either party may serve 30 days' written notice to terminate this Agreement.
- 14.2. A party may serve written notice to immediately terminate this Agreement if:
  - 14.2.1. the other party (i) is in material breach of this Agreement, which, if capable of remedy, has remained unresolved after 30 days from discovery of the breach, (ii) repeatedly commits breaches of its obligations, or (iii) becomes insolvent or unable to pay its debts, or
  - 14.2.2. continuing the Services is likely to result in a breach of applicable law or regulation, or independence being compromised, or a conflict of interest which cannot be resolved by way of appropriate safeguards.
- 14.3. We may serve notice of immediate termination of this Agreement or suspension of the Services if you fail to pay any undisputed invoice in accordance with our payment terms or if we have reason to believe that you have provided us with misleading information or become insolvent or dissolved or has a receiving order, moratorium, administration, or interim order made against you.
- 14.4. We may serve notice of immediate termination of this Agreement where (in our reasonable opinion) there is a material detrimental change in the financial standing and/or the credit rating of you or if you restructures or otherwise changes your legal form and the new entity has or could (in our reasonable opinion) be expected to have a materially less good financial standing or credit rating than you have at the time of entering the Agreement or than any subsequent increase in financial standing.
- 14.5. Where the Agreement is terminated by you, whether prematurely or not, unless it is terminated because of our material breach, we are entitled to compensation for the underutilisation and costs of allocated people and resources and for additional costs reasonably incurred as a result of the premature termination of the Agreement such as costs in relation to sub-contracting as well as any loss such as loss of anticipated profit, including any discounts given to you based on an anticipated value or volume.
- 14.6. Following termination and during any period of suspension we shall owe no contractual or tortious duty to you for future actions that we would otherwise have been obliged to take under this Agreement. We shall remain entitled to recover payment of our reasonable fees and expenses incurred up to the date of termination or suspension together with interest and recovery costs in respect of any late payment.
- 14.7. On termination of the Agreement either party will immediately cease all use of intellectual property belonging to the other party and make available to the other party all goods, objects and documents belonging to the other party that it has in its possession.
- 14.8. Termination or expiry of the Agreement shall be without prejudice to any rights, remedies or obligations of either party accrued under the Agreement prior to termination.
15. Limitation of liability
- 15.1. Our total aggregate liability to you for all claims or losses or liabilities connected with this Agreement or the Services (including but not limited to negligence and breach of contract or other duty) shall be limited to £2 million, or such other amount as may be specified in the Engagement Letter, which the parties agree to be fair and reasonable in all the circumstances. Nothing in this Agreement limits or excludes any liability, loss, damage, or cost arising from fraud or dishonesty or any liability which cannot lawfully be limited or excluded.
- 15.2. Under no circumstances will we liable for loss of profit, loss of revenue or opportunity, corruption of data, anticipated savings, damage to goodwill, wasted management or staff time, or any punitive or exemplary damages, whether or not the likelihood of such could have been reasonably contemplated.

- 15.3. Under no circumstances will we liable if you act on advice previously given by us without first confirming with us that the advice is still valid considering any change in the law, public policy, or your circumstances.
- 15.4. Under no circumstances will we liable for losses arising from changes in the law or the interpretation thereof, practice, or public policy that are first published after the date on which the advice is given to the fullest extent permitted by applicable law.
- 15.5. If we are liable for loss under this Agreement or in respect of the Services and you or a third party has contributed to the same loss, we shall only be liable for such proportion of the loss as may reasonably be attributed to us as a just and equitable amount considering the contribution to the loss for which you and any third party are responsible. In assessing the apportionment of loss for this purpose, no account will be taken of any contractual or other limitation on any third party's liability or of the fact that it may not be possible to recover loss from the third party (whether due to insolvency, limitation or otherwise). Where our proportionate liability has not been determined by a court, an expert shall determine the extent of the responsibility of any third party for the loss and the corresponding reduction in our liability, and the expert's determination shall be final. Any judgment in favour of you shall be deemed to be fully and finally satisfied when paid, after making any reduction in our liability as determined by the expert together with any costs awarded in your favour by the expert.
- 15.6. Any action (including any proceeding in a court of law) in connection with this Agreement or the Services must be brought within 1 year from the earlier of the date on which you became aware, or ought to have become aware, of the facts giving rise to the action and, in any event, within 2 years of the date of the act or omission that is alleged to have given rise to the action.
- 15.7. You agree that you will not bring any claim in connection with services we provide to you against any of our partners, shareholders, directors, or employees personally.
16. Data Protection
- 16.1. We will Process Information for the purposes of providing the Services, the efficient administration of our client relationships, prudent record keeping and to ensure that we comply with our legal and regulatory obligations.
- 16.2. We have implemented appropriate technical and organisational measures to protect Personal Data and to comply with Data Protection Legislation. Even with such measures in place, accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data cannot always be prevented. We will inform you of any Personal Data Breach concerning information you have provided to us, without undue delay and in any case within 24 hours of our becoming aware of it and will assist you with dealing with any Personal Data Breach that is our responsibility.
- 16.3. Upon request, we will provide you with reasonable assistance to help you respond to any Data Subject exercising their rights under Data Protection Legislation. This includes you responding to Data Subject Access Requests. If we receive any direct communication from a Data Subject seeking to exercise their rights, we will inform you without undue delay.
- 16.4. We will provide all reasonable assistance if you undertake a DPIA and we will provide all evidence reasonably necessary to demonstrate our compliance with Data Protection Legislation. We will allow for and contribute to reasonable audits you conduct of our Processing of Personal Data in relation to the Services, including upon reasonable written notice, allowing inspections by you or a third party on your behalf (subject to them providing confidentiality undertakings to our reasonable satisfaction).
- 16.5. Where we act solely as a Data Processor we and our people shall do so according to your written instruction. If we believe such instruction infringes Data Protection Legislation or other applicable law, we shall immediately inform you.
- 16.6. To support our business operation, we have the right to use Cloud services.
17. Force majeure
- 17.1. No party to this Contract shall be held responsible for any failure to fulfil its obligations of such failure has been caused by circumstances beyond its control (including, without limitation relating

to Covid-19 or any similar or other epidemic or pandemic, acts of God, acts of government, democratic general elections or referenda, flood, fire, earthquakes, tornadoes, civil unrest, acts of terror, strikes or other labour problems, computer, telecommunications, internet service provider or hosting facility failures or delays involving hardware, software or power systems, malicious code, denial of service attacks, inability to obtain energy etc, each a "Force Majeure Event"), provided that it will resume performance as soon as reasonably practicable. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

- 17.2. Any failure or delay by us in performing our obligations under the Agreement which results from any failure or delay by sub-contractor shall be regarded as due to a Force Majeure Event only if that sub-contractor is itself impeded by a Force Majeure Event from complying with an obligation to us.
- 17.3. If the period of delay or non-performance continues for 90 days, either party may terminate this Contract by serving 14 days' notice without thereby incurring any liability to pay compensation to the other party.
18. Rights and remedies
- 18.1. The rights and remedies provided in the Agreement may be waived only in writing in a manner that expressly states that a waiver is intended, and such waiver shall only be operative regarding the specific circumstances referred to.
- 18.2. Unless a right or remedy of either party is expressed to be an exclusive right or remedy, the exercise of it by that party is without prejudice to that party's other rights and remedies. Any failure to exercise or any delay in exercising a right or remedy by either party shall not constitute a waiver of that right or remedy or of any other rights or remedies.
- 18.3. The rights and remedies provided by the Agreement are cumulative and, unless otherwise provided in the Agreement, are not exclusive of any right or remedies provided at law or in equity or otherwise under the Agreement.
19. Severability and conversion
- 19.1. If any provision of the Agreement is held to be illegal, invalid, or unenforceable, in whole or in part, under any enactment or rule of law or otherwise, such provision (or part thereof) shall to that extent be deemed to not form part of the Agreement but the legality, validity and enforceability of the remainder of the Agreement shall not be affected.
- 19.2. If and to the extent that, in all reasonableness and fairness or by virtue of its unreasonably onerous nature, any of the provisions of the Agreement cannot be invoked, the provision in question will in any event be accorded a meaning corresponding as closely as possible to the original contents and tenor so that this provision can nevertheless be invoked.
20. Notices
- 20.1. Any document to be served on us under this Contract may only be delivered by email together with delivery by hand or postal delivery and must be submitted to both legal@eviture.construction and to a duly authorised agent of us for the Contract provided always that the same document is also delivered by hand or sent by pre-paid first-class post on the same day and shall be deemed to be delivered at the time of delivery by hand or two working days after posting if sent by pre-paid first-class post.
- 20.2. We operate as a mostly virtual organisation and documents not served under the provisions of this section 20 are deemed to not have been served. Documents delivered by hand or by postal mail can take a long time to reach the intended person or persons. You agree that you are liable to compensate us fully including any damages, costs of restoration, defence or otherwise against any action taken against us of whatever kind that has not first been notified by the relevant authority under the provisions of this section 20. For the avoidance of doubt, you are liable for informing any third party about the provisions of this section 20 and to ensure that such third party comply with the provisions of this section 20.



21. Dispute resolution
- 21.1. Should a dispute arise relating to this Agreement or the Services under it, the parties shall attempt to resolve it by discussion between their duly authorised senior management and negotiation and mediation before legal proceedings through arbitration or litigation are brought.
- 21.2. Should we be requested or required, in any dispute in which we are not a party, to provide witness evidence, documents, information or other materials relating to the Services, you agree to be responsible for any reasonable costs that we may incur in doing so.
22. Other matters
- 22.1. We may use email to communicate with you and others in connection with the Services. To the fullest extent permitted by law, we accept no liability, howsoever arising, for non-delivery, inadvertent misdirection or deletion, unauthorised access to or the corruption of such emails. Whilst we use an industry-standard firewall containing virus and malware protection, we cannot guarantee that all communications will be secure or free from infection.
- 22.2. You acknowledge that it is the nature of Services performed by people that unforeseen circumstances, such as staff shortage, staff leaving, staff sickness, family issues, accidents, travel and transportation delays or other absence, or issues relating to personal relations between your people and our people may occur and that you must provide sufficient leniency for such circumstances.
- 22.3. You agree that we may act at any time for other clients, including your group members or competitors, whose interest may conflict with yours, subject to section 13 above. If we act for other clients whose interest may conflict with yours, we will manage the potential conflict of interest by implementing additional safeguards to preserve confidentiality and objectivity, such as the use of separate teams, physical separation of teams and separate arrangements for storage of and access to information. You agree that the effective implementation of such safeguards will provide adequate measures to reduce the threat to our objectivity to an acceptable level and avoid the risk of client confidentiality being impaired.
- 22.4. If a change in law occurs or will occur during the term of an Engagement which has a material impact on the execution of the Engagement or the fees, we shall notify you of the likely effects of that change, including whether any change is required to the Services, the fees, or the Agreement.
- 22.5. Neither party shall assign any rights, obligations or claims relating to this Agreement, save that (a) we may assign the Agreement in its entirety without consent of you in connection with a corporate reorganisation, (b) we are entitled to assign the right to receive any compensation receivable hereunder to a third party without the prior written consent of you, and (c) we may novate this Agreement to any successor to our business.
- 22.6. This Agreement constitutes the entire agreement between the parties relating to the Services and all matters to which it refers. It replaces and supersedes any implied terms, previous drafts, agreements, or other communication, whether made orally or in writing. In the event of conflict, the terms of the Engagement Letter shall prevail of these Terms and Conditions.
- 22.7. Each of the parties acknowledges and agrees that in entering into the Agreement, and any documents referred to in it, they do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) other than as expressly set out in the Agreement. The only remedy available to either party in respect of any such statement, representation, warranty, or understanding shall be for breach under the terms of the Agreement.
- 22.8. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and the counterparts together shall constitute one and the same instrument, provided that each counterpart is executed by both parties.
23. Law and jurisdiction
- 23.1. This Contract shall be governed by English law. This Contract and any dispute arising from it, or the Services, shall be subject to the exclusive jurisdiction of the English courts.