



## 1. Definitions

1.1 In the Contract the definitions listed below will apply:

**"Affiliate"** means in relation to a body corporate, either: (i) its holding company or subsidiary and any other body corporate which is a subsidiary of that holding company; or (ii) a company under Common Ownership, and "Affiliated" shall have a corresponding meaning.

**"Barron McCann"** means Barron McCann Limited (registered in England and Wales No. 01071331) whose registered office is at Meteor Centre, Mansfield Road, Derby, DE21 4SY.

**"Charges"** means the fees, expenses, charges and all other sums payable by the Customer under the Contract.

**"Common Ownership"** means where a person or entity has significant control over more than 50% of the shares and/or voting rights of both (or all) relevant entities.

**"Confidential Information"** means all documentation, technical information, software, business information or other materials of a confidential nature and/or that are disclosed in confidence by either Party to the other both before and during the term of the Contract.

**"Contract"** means a contract between Barron McCann and the Customer consisting of these Terms and Conditions and the Statement of Work. In the event of an inconsistency between the terms of the documents comprised within the Contract, the order of precedence shall be as follows:

- a. any provision of the Statement of Work expressly agreed in writing as taking precedence over these Terms and Conditions;
- b. these Terms and Conditions; and
- c. the remainder of the Statement of Work.

**"Contract Year"** means a period of 12 months the first of which starts on the Effective Date.

**"Customer"** means the entity named as such in the Statement of Work.

**"Data Processing Agreement"** means a contract which sets out the basis on which Barron McCann may process any Personal Data which it receives in connection with the Contract as processor for the Customer.

**"Data Protection Legislation"** means the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679, the UK GDPR (as defined in section 3(10) of the Data Protection Act 2018), and any other applicable law or regulation relating to the processing of personal data.

**"Deliverables"** means those things which Barron McCann is required to deliver to the Customer under the terms of the Contract as part of the Services.

**"Effective Date"** means the date stated as such in the Statement of Work or, if no date is stated, the latter date of signature.

**"Employee"** means an individual subject to a Relevant Transfer.

**"Intellectual Property Rights"** means any patent, petty patent, copyright, database right, design right, community design right, semiconductor topography right, registered design, moral right, rights in confidential information and know-how, or any similar right in any part of the world and will include any applications for the registration of any such rights capable of registration in any part of the world and **"Intellectual Property"** shall be construed accordingly.

**"Losses"** includes all liabilities (including employment liabilities such as wages, holiday pay and sick pay), costs, expenses, damages, Employment Tribunal awards and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses).

**"Party"** means either Barron McCann or the Customer; **"Parties"** means both Barron McCann and the Customer.

**"Personal Data"** means as defined in the Data Protection

Legislation.

**"Relevant Transfer"** means as defined in the Transfer Regulations.

**"Services"** means the services to be provided by Barron McCann to the Customer as described in the Statement of Work

**"Site"** means a Customer premises at which Barron McCann delivers the Services as set out in the Statement of Work (or appendix to the Statement of Work) or otherwise agreed by the Parties from time to time.

**"Statement of Work"** means a document setting out the Services (and related matters) and the Charges which is made subject to the Contract and includes any appendices to the Statement of Work.

**"Terms and Conditions"** means these standard terms and conditions.

**"Transferee"** means the incoming or "new" employer on a transfer under the Transfer Regulations.

**"Transferor"** means outgoing or "old" employer on a transfer under the Transfer Regulations.

**"Transfer Regulations"** means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

**"Woodwork Employees"** means any individual employed by the Transferor prior to the Relevant Transfer but not identified to the Transferee by the Transferor as being part of the Relevant Transfer and who claims they ought to have been part of the Relevant Transfer.

1.2 References to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.3 References to 'in writing' or 'written' or similar expressions include email.

1.4 Any phrase introduced by the term include, including, in particular or any similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.

## 2. Provision of the Services

2.1 Barron McCann will deliver the Services in accordance with the Contract and :

- a. with reasonable skill and care and in accordance with good industry practice;
- b. using appropriately qualified, experienced and competent personnel; and
- c. in compliance with all applicable laws and regulations.

2.2 Barron McCann will use all reasonable endeavours to deliver the Services by any dates agreed with the Customer but all dates are estimates.

2.3 In providing the Services and working at Sites Barron McCann will comply with those Customer health and safety and other policies as agreed by the Parties prior to the relevant Statement of Work Effective Date and the same as updated by the Customer from time to time. However, in the event that the Customer makes changes to any policies or introduces new policies that, in Barron McCann's sole opinion, would be to Barron McCann's material detriment Barron McCann reserves the right to terminate the Contract immediately on notice with no liability to the Customer.

2.4 Barron McCann will not be in breach of the Contract nor liable for any failure or delay to perform any of its obligations under the Contract (including any of its obligations to meet any delivery, completion or quality targets) if and to the extent that Barron McCann's failure or delay in performing arises as a result of:

- a. any failure or delay by the Customer to perform any of the Customer's obligations under the Contract; or
- b. any act or omission other than on the part of Barron

McCann, its Affiliates or a subcontractor appointed by it.

Barron McCann will notify the Customer as soon as practicable after becoming aware of any failure, delay, act, or omission affecting Barron McCann's ability to perform any of its obligations under the Contract (including any of its obligations to meet any delivery, completion or quality targets).

2.5 The Customer acknowledges and agrees that Barron McCann may provide information to and accept instructions from any person who Barron McCann reasonably believes is acting with the Customer's authority and knowledge.

2.6 In acting on any advice, recommendations or guidance by Barron McCann in providing the Services or any element of them, the Customer acknowledges that:

- a. it accepts responsibility for its decisions to achieve the Customer's intended results; and
- b. it has satisfied itself that any actions taken or goods or services consequently ordered meet the requirements of the Customer's business, whether or not its selections or decisions were based on or influenced by any advice, recommendations or guidance by Barron McCann.

### 3. The Customer's Obligations

3.1 The Customer shall, diligently and in a timely manner, perform or procure the performance of all Customer obligations, dependencies and responsibilities set out in the Contract.

3.2 The Customer will promptly comply with Barron McCann's reasonable requests and instructions which are necessary for the performance of the Contract including for reasons of health and safety.

3.3 The Customer shall take all appropriate measures to ensure the health and safety of Barron McCann's employees, agents or contractors whilst those employees, agents or contractors are performing the Services at a Site.

3.4 At all reasonable times to enable Barron McCann to carry out its obligations under the Contract, the Customer will provide Barron McCann employees and anyone acting on Barron McCann's behalf who produces a valid identity card, with access to any Site.

### 4. Charges and Payments

4.1 The Customer must pay all Charges not subject to a bona fide dispute within thirty (30) days of the date of Barron McCann's invoice without any set-off, counterclaim or deduction.

4.2 Charges are exclusive of applicable value-added, sales, use, excise, customs duties or other taxes, fees or surcharges including, but not limited to withholding taxes, or regulatory fees which, where applicable, will be charged separately.

4.3 The Customer will promptly, but in no event later than fourteen (14) days from the date of invoice, notify Barron McCann in writing of any disputed invoice, together with all information relevant to the dispute. The Customer must pay all undisputed amounts including part payment of those invoice amounts not in dispute in accordance with the terms of the Contract.

4.4 Notwithstanding any other provision of the Contract, Barron McCann reserves the right to treat failure to pay undisputed Charges by the Customer as a material breach of the Contract.

4.5 Without prejudice to clause 4.4, Barron McCann reserves the right to restrict or suspend provision of the Services (or any part thereof) or any other service or obligation under the Contract or any other agreement with the Customer until payment of any overdue amount is made in full.

4.6 Lack of Customer references or other formalities on the invoice shall not constitute a valid reason by the Customer to withhold payment due under the invoice. The Customer's obligation to pay Barron McCann's invoices and the time for payment shall not be dependent on the issuing of any Customer purchase orders or similar authorisations or any other Customer internal processes or procedures.

4.7 In the event that the Customer operates (or intends to operate)

a 'no purchase order no pay' or similar policy, the Customer will provide Barron McCann with appropriate purchase order(s) for the full relevant value in advance of any work or other Contract activity. The Customer agrees that its purchase orders are an administrative and accounting device only and the Contract applies to the exclusion of any requirements or terms and conditions associated with its purchase orders. Barron McCann reserves the right to withhold delivery or suspend Services (or both) until and unless suitable Customer purchase orders are provided.

4.8 Barron McCann may from time to time vary the Charges from the first anniversary of the Effective Date and for each year of the Contract by giving the Customer no less than 30 days prior written notice; provided that any increase to the Charges shall not occur more than once in any one Contract Year; and any such increase will take effect from the expiry date of the aforesaid notice; and will not exceed a percentage equal to the latest value of the Consumer Prices Index (or any replacement index) as published by the UK Office for National Statistics at the date of Barron McCann's notice.

### 5. Insurance Arrangements

5.1 The Customer shall maintain in force at its own cost such insurance policies as are appropriate and adequate for insuring any property or data it may provide for use by Barron McCann in the provision of the Services and in respect of any liability which may arise in connection with any of the Customer responsibilities under the Contract.

5.2 Barron McCann shall obtain and maintain in force for the duration of the Contract and for six years thereafter appropriate public liability insurance, employers liability insurance, and professional indemnity insurance with reputable insurance companies authorised to do business in the United Kingdom. The Customer reserves the right to request evidence that any such insurance policy or policies is in place and Barron McCann shall, forthwith upon such request, provide a copy or copies of the same to the Customer.

### 6. Limitation of Liability

6.1 Neither Party excludes or restricts in any way its liability under or in connection with the Contract for death or personal injury caused by its negligence or to any extent not permitted by law.

6.2 Subject to clause 6.1 Barron McCann shall have no liability however caused in each case whether suffered by the Customer or any third party for any:

- a. direct or indirect loss of or damage to: revenue, actual or anticipated profits (including without limitation loss of profits on contracts), money or use of money, anticipated savings, business, contract, opportunity, goodwill, reputation, data or corruption of data;
- b. any indirect, special or consequential loss or damage however caused;
- c. any losses arising as a result of any third party bringing a claim in respect of any of the above types of loss.

6.3 Subject to clauses 6.1 and 6.2 Barron McCann's liability to the Customer under or in connection with the Contract for all and any direct loss or damage arising at any time shall not in any event exceed an amount equal to 100% of the total amount received from the Customer under the Contract by Barron McCann for the 12 months immediately preceding the date when the first incident upon which the claim is based occurred (excluding VAT) or in the first 12 months of the Contract, an amount equal to 100% of the total amount projected to be received from the Customer under the Contract by Barron McCann for the first 12 months (excluding VAT).

6.4 Notwithstanding anything to the contrary in the Contract, both Parties shall use reasonable endeavours to mitigate any losses or potential losses they may suffer under the Contract under any theory of liability or indemnity.



6.5 Each part of this clause 6 operates separately. If any part of the clause is held by a Court to be unreasonable or inapplicable the rest of the clause will continue to apply.

### 7. Confidentiality

7.1 Subject to clause 7.2, Barron McCann and the Customer shall keep in confidence all Confidential Information obtained under or in connection with the Contract, use the other Party's Confidential Information only for the purposes of the Contract and shall not divulge the same to any person (other than their employees and professional advisors who need to know the information) without the consent of the other Party. Disclosure to employees and professional advisors shall be only on condition that such employees and professional advisers are bound to obligations of confidentiality that are substantially the same as those set out in this clause 7.

7.2 This clause 7 shall not apply to information which is:

- a. in the public domain other than in breach of the Contract by the receiving Party;
- b. in the possession of the receiving Party without confidentiality restriction before such divulgence has taken place;
- c. obtained from a third party who is free to divulge the same; or
- d. developed by the receiving Party independently of and without access to Confidential Information obtained under the Contract.

7.3 If either Party receives a demand from a lawful authority, regulatory authority or court to disclose any Confidential Information provided to it by the other, it may comply with such demand if it has: satisfied itself that the demand is lawful; given the other Party (if permitted to do so) reasonable written notice of the demand and the opportunity to make representations; and marked the required information as the Confidential Information of the other Party.

7.4 The receiving Party must, for a period of three (3) years following the termination of the Contract keep all Confidential Information in confidence.

7.5 At the request of the disclosing Party, the receiving Party shall return or destroy any Confidential Information on termination of the Contract unless is it obliged to keep it as a matter of law in which case the provisions of clauses 7.1 to 7.3 (inclusive) shall continue to apply to such information whilst it is in the possession of the receiving Party.

7.6 The Parties acknowledge that a violation of this clause 7 may cause irreparable harm to the disclosing Party, for which monetary damages may be inadequate and injunctive relief may be available for a breach of this clause 7.

### 8. Data Protection

8.1 The Parties shall each comply with their respective obligations under Data Protection Legislation. Neither Party shall do any act that puts the other Party in breach of its obligations under Data Protection Legislation and nothing in the Contract shall be deemed to prevent either Party from taking the steps it reasonably deems necessary to comply with Data Protection Legislation.

8.2 If the Services include the processing (as such term is defined in the Data Protection Legislation) of Personal Data by Barron McCann as processor for the Customer the Parties undertake to agree in good faith a suitable Data Processing Agreement. Compliance with a Data Processing Agreement shall be a condition of the Contract and a Data Processing Agreement shall in the event of conflict take precedence over the Contract in respect of any processing of Personal Data.

### 9. Force Majeure

9.1 Neither Party shall be liable for failure or delay in the performance of its obligations caused by or resulting from force

majeure which shall include, but not be limited to events which are unpredictable, unforeseeable or irresistible, such as any severe weather, flood, landslide, earthquake, storm, lightning, fire, subsidence, epidemic disease, acts of terrorism, outbreak of hostilities (whether or not war is declared), riot, explosions, strikes or other labour unrest, civil disturbance, sabotage, expropriation by governmental authorities and any other act or any event that is outside the reasonable control of the concerned Party. However neither Party may rely on this clause for any event that would be avoided by the implementation of business continuity and/or disaster recovery plans that a prudent provider operating in accordance with best industry practice would have employed in the circumstances.

9.2 To the extent that the Services are not able to be delivered due to an event of force majeure, Barron McCann shall make an appropriate adjustment to the Charges.

### 10. Termination

10.1 Either Party may immediately by notice terminate the Contract if the other Party becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors (otherwise than for solvent reconstruction or amalgamation), or if any of its assets are the subject of any form of seizure, or it goes into liquidation, either voluntary or compulsory or if a receiver or administrator is appointed over any of its assets, or any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the foregoing events.

10.2 Either Party may immediately by notice terminate the Contract without liability if the other Party commits a material breach which cannot be remedied or where capable of remedy has not been remedied within thirty (30) days of written notice to do so.

10.3 Either Party may immediately by notice terminate the Contract without liability if an event as set forth in clause 9 prevents the performance of the whole or a substantial part of the other Party's obligations for a continuous period of sixty (60) days after the date on which it should have been performed.

10.4 Upon termination of the Contract for whatever reason:

- a. each Party shall immediately destroy or return (at the other Party's option) to the other Party all items including documentation and software owned by the other Party and supplied pursuant to the Contract; and
- b. the Customer shall immediately pay to Barron McCann any outstanding Charges or other sums due under the Contract.

10.5 Any termination of the Contract shall be without prejudice to any other rights or remedies either of the Parties hereto may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either Party nor the coming into or continuance in force of any provision of the Contract which is expressly or by implication intended to come into or continue in force on or after such termination. In all other respects all rights and obligations of the Parties under the Contract shall cease upon termination.

10.6 Save where the Contract is terminated by Barron McCann under its rights in clause 10.1 or clause 10.2, upon notice of termination being given Barron McCann shall, at the Customer's written request, provide the Customer with reasonable and appropriate support and assistance necessary in respect of the transition of responsibility for the provision of the Services to a new provider. Barron McCann will charge the Customer for any such exit assistance at its then standard daily rates. Any exit assistance shall cease no later than the effective date of termination. Nothing in the Contract shall require Barron McCann to disclose its proprietary or Confidential Information to the Customer or a new provider and for the avoidance of doubt a new provider shall not be considered a professional adviser, consultant, agent, or similar role of the Customer under clause 7.

### 11. Changes to the Contract

- 11.1 The Contract will not be amended, modified or supplemented in any way unless made in accordance with this clause 11.
- 11.2 Neither Party will unreasonably withhold or delay its agreement to any change. Each Party shall endeavour to complete each phase of the change request process as soon as reasonably practicable. However nothing in the Contract shall require a Party to accede to a change that is, in its sole discretion, to its detriment.
- 11.3 Until such time as a change is agreed in accordance with this clause 11, Barron McCann will, unless otherwise agreed in writing, continue to deliver the Services and the Customer will continue to pay the Charges as if a request has not been made.
- 11.4 Any discussions, which may take place between the Parties in connection with a request before the authorisation of a resultant change to the Contract, will be without prejudice to the rights of either Party.
- 11.5 Where a change is agreed by the Parties a written amendment to the Contract, in such form as is appropriate to the circumstances and/or as agreed by the Parties from time to time, shall be prepared, exchanged and signed by the Parties to execute agreement to the change.

### 12. Compliance

- 12.1 In protecting or enforcing its rights or discharging its obligations under the Contract, each Party will comply with all applicable laws and regulations.
- 12.2 Neither Party will, and nor will any of their officers, employees, shareholders, representatives or agents directly or indirectly offer, give or agree to offer or give (either itself or in agreement with others) any payment, gift or other advantage which would violate the Bribery Act 2010 or other applicable anti-corruption laws or regulations or a reasonable person would otherwise consider to be unethical, illegal or improper.
- 12.3 Each Party warrants, represents and undertakes that:
- it has not engaged in and will not engage in any acts which would be considered contrary to the principles of or an offence under Anti-Slavery Laws; and
  - it does not and will not knowingly or negligently use within its supply chain any entity that is, or is reasonably suspected of being, guilty of breaching any Anti-Slavery Laws.
- 12.4 Each Party confirms that neither it nor any persons on its behalf shall knowingly or dishonestly take steps or engage in conduct which would amount to dishonest or criminal tax evasion or take such steps to assist, facilitate, aid or abet, or encourage another person to dishonestly or criminally evade tax, or otherwise act in a manner that could in any way be considered as such and/or would be contrary to any applicable laws, including the Criminal Finances Act 2017.
- 12.5 Each Party warrants that it has in place, and shall maintain in place throughout the term of the Contract, effective training, disclosure controls, policies and procedures designed to ensure compliance with all relevant laws and regulations including Data Protection Legislation, Anti-Slavery Laws, the Criminal Finances Act 2017, and the Bribery Act 2010 and will enforce them where appropriate. A Party will, on request, make a copy of such records, controls, policies and procedures available to the other Party.
- 12.6 Each Party shall notify the other immediately in writing if it becomes aware of any breach or suspected or potential breach of this clause 12. Each Party reserves the right to treat any breach of this clause 12 by the other Party as a material breach of the Contract that cannot be remedied.

### 13. Transfer Regulations

- 13.1 In the event of a Relevant Transfer either on the coming into force or on the termination of the Contract (in whole or in part) or otherwise under the Contract, each Party shall (and shall procure that any relevant supplier shall) take such steps as are

reasonable to diligently and in a timely manner and in any event within any timescales laid down in the Transfer Regulations:

- discharge its obligations under the Transfer Regulations;
  - cooperate and communicate with the other Party including providing all information relevant to any Employees.
- 13.2 On a transfer under the Transfer Regulations the Transferor shall indemnify the Transferee in respect of any Losses it may suffer or incur in connection with:
- any failure by the Transferor to comply with its obligations under the Transfer Regulations;
  - any act or omission related to any Employee's employment prior to a transfer under the Transfer Regulations;
  - any dismissal of any Employees prior to a transfer under the Transfer Regulations; and
  - any Woodwork Employees.
- 13.3 On a transfer under the Transfer Regulations the Transferee shall indemnify the Transferor in respect of any Losses it may suffer or incur in connection with:
- any failure by the Transferee to comply with its obligations under the Transfer Regulations;
  - any act or omission related to any Employee's employment after a transfer under the Transfer Regulations; and
  - any dismissal of any Employee after a transfer under the Transfer Regulations.
- 13.4 Save where explicitly documented otherwise in the Statement of Work, any Charges are provided on the basis that there shall be no Relevant Transfer from the Customer, or from a third party, to Barron McCann as a result of entering into the Contract. In the event of a Relevant Transfer to Barron McCann as a result of entering into the Contract or the provision of Services to the Customer or in any other circumstances under the Contract, Barron McCann reserves the right to make an appropriate adjustment (acting in good faith) to all relevant Charges and the Customer will not unreasonably withhold or delay its agreement to such adjustment(s). An adjustment to the Charges under this clause 13.4 shall not give rise to a right for the Customer to terminate the Contract in whole or in part.

### 14. Dispute Resolution

- 14.1 The Parties intend to attempt to resolve disputes informally. In the event that a disagreement between the Parties arising out of, or in relation to, the Contract cannot be resolved by the Parties themselves the Parties shall submit to resolution by arbitration as set out in this clause 14.
- 14.2 Where a dispute has not been resolved by the Parties within thirty (30) days after it has first arisen either Party may refer the dispute to arbitration by reference to:
- for disputes of a monetary value of up to £100,000, the Chartered Institute of Arbitrators' Business Arbitration Scheme; or
  - for all other disputes regardless of the amount in dispute, the Chartered Institute of Arbitrators' Cost Controlled Arbitration Rules.
- 14.3 Save where stipulated in the relevant above arbitration scheme, the arbitrator shall rule on the allocation of the costs of arbitration. Any arbitration will be conducted in London and in the English language.
- 14.4 Nothing in this clause 14 shall prevent either Party from applying at any time to the Court for interim or injunctive relief on the grounds of breach, or threatened breach, of the other Party's obligations of confidentiality under the Contract, or infringement, or threatened infringement, of the applicant's Intellectual Property Rights.

### 15. Miscellaneous Provisions

- 15.1 **Assignment:** Neither Party shall assign or transfer any of its rights or obligations under the Contract in whole or in part without the prior written consent of the other Party, save that either party may assign the benefit of the Contract to an





- Affiliated entity and advise the other party that it has done so.
- 15.2 **Severability:** If any part term or provision of the Contract not being of a fundamental nature, is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Contract shall not be affected.
- 15.3 **Entire Agreement:**
- The Contract and any documents referred to in it constitute the entire agreement between the Parties and supersede and extinguish all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of the Contract.
  - To the extent permitted by applicable law, the Contract applies to the exclusion of any other terms that a Party seeks to impose or incorporate (whether through its purchase orders, delivery notes, proposals or otherwise) or which are implied by trade, custom, practice, or course of dealing.
- 15.4 **Governing Law:** The Contract (and all matters under or in relation to it) is governed by English Law and the English Courts shall have exclusive jurisdiction in relation to any dispute under or in relation to the Contract.
- 15.5 **Right to Sub-Contract:** Barron McCann may subcontract the performance of any of its obligations under the Contract, but without relieving Barron McCann from any of its obligations to the Customer. Barron McCann shall at all times remain responsible to the Customer for the acts and omissions of its sub-contractors. Barron McCann will on request provide details of its relevant sub-contractors and provide the Customer with reasonable prior notice of a change of sub-contractor.
- 15.6 **Notices:** All notices shall be in writing and posted to a Party's registered address (or such other address as a Party advises by notice from time to time) using recorded delivery. Acknowledgement of recorded receipt shall be taken as receipt for the purposes where timing is required under the Contract.
- 15.7 **No Waiver:** Except as otherwise specifically provided in the Contract, no failure to exercise, or delay in exercising, any right, power or privilege set forth in the Contract will operate as a waiver of any right, power or privilege. If either Party waives a breach of the Contract that waiver is limited to that particular breach.
- 15.8 **Rights of Third Parties:** Except as explicitly specified herein the Contract does not create any right enforceable by any third party under the Contract (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 15.9 **Relationship and Authority:** Each Party to the Contract is an independent entity acting on its own behalf. Nothing in the Contract shall be interpreted as or create a contract of employment or a partnership or any similar relationship between the Parties. Neither Party has the authority to create or accept any liability, obligation or commitment on behalf of the other Party nor to bind the other Party in any way.
- 15.10 **Capacity:** Each Party warrants that it has the necessary rights, licences and permissions to enter into and perform its obligations under the terms of the Contract.
- 15.11 **Non-interference with Business:** During the Term and for a period of one (1) year immediately following termination of the Contract by either Party for any reason, each Party agrees not to solicit, induce or encourage or cause others to solicit, induce or encourage any employee or customer or contractor of the other Party to terminate or breach any employment, contractual or other relationship with the other Party.
- 15.12 **Intellectual Property:**
- All Intellectual Property Rights either pre-existing or created by either Party during or arising from the performance of the Contract shall remain the absolute property of that Party or its licensors.
- The Customer grants to Barron McCann a royalty free, fully paid-up, non-exclusive, non-transferable licence to use its Intellectual Property and that of its licensors (including any software licences) as may be reasonably necessary to enable Barron McCann to discharge its obligations under the Contract during the Term.
  - Without prejudice to any third party licence terms, which terms shall apply independently of this licence grant, Barron McCann hereby grants to the Customer a royalty free (subject to payment of the Charges), perpetual, fully paid-up, non-exclusive, non-transferable licence to use the Intellectual Property Rights in the Deliverables as may be necessary to enable the Customer to receive and use the Deliverables solely for its own purposes and otherwise to obtain the full benefit of its rights under the Contract.
  - Neither Party shall or purport to transfer or distribute (whether by licence, loan, rental, sale or otherwise) all or any part of the other Party's Intellectual Property (or that of its licensors) to any third party without the prior written agreement of the owning or licensed Party and only subject to such charges and conditions as the owning or licensed Party in its absolute discretion shall determine.
- 15.13 **Barron McCann Employees:**
- Barron McCann will deliver the Services using such employees as it considers suitably qualified to undertake the work. Barron McCann will try to maintain continuity of the employees who deliver the Services but reserves the right at any time to change those employees. Barron McCann employees and those of its agents and sub-contractors engaged in the delivery of the Services will at all times remain under the direction and control of Barron McCann. Nothing in the Contract will prevent Barron McCann from having employees involved in the delivery of the Services under the Contract perform similar services for other customers or in any way restrict Barron McCann's use of such employees.
  - Barron McCann undertakes that all persons providing the Services will be on the payroll of Barron McCann itself, or of another intermediary such as an umbrella company, and their income will be subject to full PAYE and all other statutory deductions.
- 15.14 **Audit:** The Customer shall have the right not more than once in any Contract Year to audit Barron McCann's compliance with the Contract subject to: (i) the provision of at least 10 days prior written notice; (ii) the Customer's auditors committing to binding obligations of confidentiality in favour of Barron McCann; (iii) the Customer meeting its own costs of each audit; and (iv) any audit being conducted during normal office hours. In conducting an audit the Customer shall use all reasonable endeavours to minimise any disruption to Barron McCann.
- 15.15 **External Events:** Notwithstanding anything to the contrary in the Contract, in the event that a relevant government agency or other statutory body implements changes or new requirements after the Effective Date, including to import and/or export tariffs and/or non-tariff barriers, taxes, laws or regulations and such change or new requirement materially affects the performance or cost of provision of the Services and/or otherwise adversely affects the benefit a Party derives from the Contract either Party may, subject to supplying reasonable details and evidence of such consequences, request a change to the Contract with the intention to achieve the same overall balance of obligations, benefits, liabilities and risk between the Parties as applied at the Effective Date. In the event that the Parties are unable to agree a change under this clause 15.15 within 30 days of a request, either Party may submit the issue to the dispute resolution process as set out in clause 14.