

TERMS AND CONDITIONS FOR SERVICES (2021) – Agency Worker

PRELIMINARIES

1. MPI has a contract to provide the Services to the Client.
2. MPI wishes to engage the Contractor (MPI and the Contract each a “Party” and together the “Parties”) as a self-employed worker to provide the Services to the Client on behalf of MPI on the terms and conditions set out in this agreement.
3. MPI acts as an employment business (as defined in the Conduct of Employment Agencies and Employment Businesses Regulations 2003) for the purposes of this Agreement.

1. DEFINITIONS AND INTERPRETATION

- 1.1 The following words shall, unless the context otherwise requires, have the following meanings:

Agreement	these terms and conditions of business and the applicable Contract;
Assignment	the provision of the Services by the Contractor for any period as detailed in the relevant Contract;
Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
Client	the company identified as such in a Contract;
Commencement Date	the Date set out on the relevant Contract;
Confidential Information	any information (whether in oral, written, electronic or any other form) relating to: (i) the existence of this Agreement and its terms; and (ii) a Party, or any of that Party's businesses, assets, employees, customers or suppliers which either Party may acquire directly or indirectly from, or in the course of, dealings relating to this Agreement, save for any information that was already in the public domain prior to the date of such Party's acquisition of such information;
Contractor	the person identified on the relevant Contract;
Force Majeure	circumstances beyond a Party's reasonable control, including acts of God, civil disturbance, fire, flood, storm, riot, acts of war or terrorism, strikes (other than strikes by such Party's employees or its subcontractor's employees), lockouts or other industrial disputes;
Intellectual Property Rights	patents, rights to inventions, copyright and related rights, all other rights in the nature of copyright, rights in computer software (including source code, object code, screen displays and user interfaces), trademarks and service marks, business names and domain names, rights in get-up (including in layout, displays, graphics and look and feel) and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, 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;
MPI	M.P.I. Limited (Registered No: 2746209) whose registered office is at International House, The Chase, Foxholes Business Park, Hertford, Herts SG13 7NN;
Normal Working Hours	has the meaning set out in Clause 5.1.1;
Contract	the document which sets out the details of each Assignment and the Services to be provided by the Contractor during such Assignment;
Regulations	the Agency Worker Regulations 2010;
Services	the services described in a Contract which are to be provided by the Contractor to the Client during an Assignment on behalf of MPI; and
Site	the Client's place of business as set out in a Contract.

- 1.2 In this Agreement:

- 1.1.1. unless the context requires otherwise, references to the singular include the plural and references to the masculine include the feminine and vice versa;
 - 1.1.2. a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts; and
 - 1.1.3. Clause headings shall not affect the interpretation of these terms and conditions and references to Clauses shall mean Clauses as set out in this Agreement.
- 1.3 This Agreement shall not give rise to a contract of partnership, agency or employment between MPI and the Contractor.
- 2. THE SERVICES**
- 2.1 By commencing the provision of the Services, the Contractor confirms agreement to and acceptance of these terms and conditions, together with any Contract being the only terms and conditions governing arrangements between MPI and the Contractor in relation to the Services.
- 2.2 MPI engages the Contractor to provide the Services at the Site and the Contractor agrees to provide the Services in accordance with the relevant Agreement .
- 2.3 In the event of any conflict or inconsistency between the terms set out herein and the terms of any Contract, the terms of the Contract shall prevail.
- 2.4 Nothing in this Agreement shall transfer the ownership of any of MPI's or the Client's Intellectual Property Rights to the Contractor. All Intellectual Property Rights created in the course of providing the Services to a Client and any deliverables provided to MPI and/or the Client shall be the absolute property of and shall vest and remain vested in the Client.
- 2.5 To the extent that any of the Intellectual Property Rights created in the course of providing the Services and any deliverables do not automatically vest in the Client by operation of applicable law, the Contractor hereby assigns including by way of future assignment of Intellectual Property Rights with full title guarantee all right, title and interest in such Intellectual Property Rights and any deliverables to the Client, and shall do all things necessary and execute any and all documents and instruments to perfect such assignment.
- 3. COMMENCEMENT AND DURATION**
- Each Assignment shall commence on the date set out in the relevant Contract and shall continue thereafter unless and until terminated earlier in accordance with these terms and conditions.
- 4. CONTRACTOR'S WARRANTIES**
- 4.1 The Contractor warrants and undertakes that:
 - 4.1.1 the Contractor has full authority to enter into this Agreement and to provide the Services and that doing so will not amount to a breach by the Contractor of any contract or binding agreement (whether written or oral) to which the Contractor is a party;
 - 4.1.2 the Contractor is competent and qualified to provide the Services, and has the requisite skills, experience, training and any authorisation by a professional body necessary to perform the Services, and has the right to work lawfully in the UK;
 - 4.1.3 the Contractor, on commencement of the Assignment, will notify MPI of any previous assignments on which the Contractor has worked in the previous 6 weeks for the Client which involved the same or similar activities to the Services; and
 - 4.1.4 any requests for information or any complaints or disputes relating to the Contractor's entitlements from MPI or the Client under the Regulations shall be addressed to MPI for consideration.
- CONTRACTOR'S OBLIGATIONS**
- 5.1 During the term of this Agreement, the Contractor shall:
 - 5.1.1 provide the Services for such number of working hours (not including travel time to or from work or any lunch break) and at such times as shall be agreed between MPI and the Contractor and set out in the Contract (hereinafter referred to as "**Normal Working Hours**");
 - 5.1.2 provide the Services for such additional hours outside Normal Working Hours as may be agreed between the Contractor and the Client from time to time;
 - 5.1.3 perform the Services with all due skill and care and to the best of the Contractor's capabilities and at least to the standard expected of a specialist contractor;
 - 5.1.4 not provide the same type of services as or services similar to the Services to or for the benefit of any person, firm, company or other organisation acting in competition with MPI;

- 5.1.5 not be authorised to bind MPI or the Client to any contract or agreement and may not pledge the credit of MPI or the Client for any purpose;
 - 5.1.6 obey all lawful and reasonable directions and instructions (within the scope of the Services) of both MPI and the Client;
 - 5.1.7 obey and comply with the Client's rules, regulations and procedures in force from time to time for the conduct of personnel at the Site;
 - 5.1.8 co-operate with the Client's staff and accept the direction, supervision and control of any responsible person in the Client's organisation;
 - 5.1.9 subject to Clause 6, conform to such hours of work as are required by the Client from time to time;
 - 5.1.10 comply with the Client's health and safety rules, regulations and procedures in force from time to time and take all reasonable steps to safeguard the Contractor's own safety and the safety of any other person who may be present or affected by his actions and report to MPI any unsafe working conditions or practices.
- 5.2 At the end of each week during an Assignment the Contractor shall deliver to MPI a time sheet duly completed which fully and accurately sets out the number of hours worked by the Contractor during the preceding week (or lesser period) and signed by an authorised representative of the Client.
- 5.3 The Contractor acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that MPI shall incur no liability to the Contractor should it fail to offer opportunities to work in any capacity.
- 5.4 Prior to any Assignment being offered to the Contractor, the Contractor must prove to the reasonable satisfaction of MPI (a) the Contractor's identity and right to work lawfully in the UK; and (b) that the Contractor has the requisite skills, experience, training, qualifications and any authorisation by a professional body necessary to perform the Services.
- 5.5 If the Contractor is unable for any reason to perform the Services or attend the Site when required during an Assignment, the Contractor should inform MPI at least one hour before the scheduled commencement of the Assignment or shift, or immediately upon leaving the Site as appropriate.
- 6. WEEKLY WORKING TIME**
- 6.1 MPI and the Contractor agree that the limit on maximum weekly working time (set out in the Working Time Regulations 1998) shall not apply to the Contractor and the Contractor agrees that his average working time may therefore exceed 48 hours for each seven day period.
- 6.2 The consent granted at Clause 6.1 shall remain in force during the continuance of this Agreement save that the Contractor may withdraw the Contractor's consent by giving MPI not less than three months' written notice at any time. The withdrawal of consent shall not be construed as terminating this Agreement or any Assignment.
- 6.3 If the Contractor's daily working hours exceed 6 hours, the Contractor shall be entitled to take a 20 minute rest break at a time to be agreed with the Client.
- 7. THE CONTRACTOR'S FEES**
- 7.1 In consideration of the provision of the Services by the Contractor, MPI shall pay make payment to the Contractor a fee per hour/shift of Services rendered:
- 7.1.1 during Normal Working Hours; and
 - 7.1.2 outside Normal Working Hours;
- at the rate agreed between MPI and the Contractor and set out in the Contract. The fees due under this Clause will be paid to the Contractor irrespective of whether MPI is paid by the Client in respect of the Services.
- 7.2 Payment of the fees shall be made by MPI weekly in arrears by direct transfer into a bank account held by and in the name of the Contractor, on the receipt of time sheets provided to MPI further to Clause 5.2.
- 7.3 MPI shall not withhold all or part of any payment due under this Agreement on any of the grounds set out in regulation 12 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.
- 7.4 MPI shall be entitled to deduct from the fees payment due to the Contractor any sums that the Contractor may owe to MPI at any time.
- 8. EXPENSES**
- 8.1 MPI shall reimburse to the Contractor only such reasonable travelling, hotel and other expenses properly and necessarily incurred by the Contractor in connection with the Services and as have been authorised in writing by MPI prior to being incurred subject to:
- 8.1.1 the Contractor providing MPI with all original vouchers, receipts or other evidence of actual payment; and
 - 8.1.2 the Contractor making such a claim within 45 days of the expense being incurred.
- 9. DEDUCTIONS REQUIRED BY STATUTE**

In accordance with obligations placed upon it by the Income Tax (Earnings and Pensions) Act 2003 and any other applicable legislation, MPI will deduct from all payments made to the Contractor under this Agreement such sums as are required in relation to income tax and national insurance contributions. Such deductions arise as a matter of statutory obligation and do not affect the Contractor's status as a self-employed worker nor constitute him an employee of MPI or the Client.

10. CONFIDENTIAL INFORMATION

10.1 Each Party ("Receiving Party") shall treat as strictly confidential and shall use solely for the purposes contemplated by this Agreement all Confidential Information of the other Party ("Disclosing Party").

10.2 With the exception of any Confidential Information which:

10.2.1 has come into the public domain through no fault of the Receiving Party;

10.2.2 is required to be disclosed by law or by any legal or regulatory authority in connection with any claim, action or other dispute related to this Agreement or otherwise; or

10.2.3 is received by the Receiving Party from other third parties who are not subject to restriction on disclosure, the Receiving Party shall hold and continue to hold in confidence any and all Confidential Information which it receives from the Disclosing Party and shall use at least the same degree of care to prevent the unauthorised use and/or disclosure of such Confidential Information as it uses to protect its own Confidential Information. Notwithstanding the foregoing, the Receiving Party may only disclose any of the Disclosing Party's Confidential Information to such of its directors, officers, employees and professional advisers as is strictly necessary for the purposes of this Agreement and shall procure that such persons are aware of and shall comply with the terms of this Clause as if they were the Receiving Party and the Receiving Party shall be responsible for and remain fully and primarily liable to the Disclosing Party in respect of any breaches of this Agreement by any such persons.

10.3 Notwithstanding the termination of this Agreement for whatever reason, the obligations and restrictions in this Clause 10 shall continue for five years after the date of such termination.

10.4 On of this Agreement, each Party shall return or destroy (at the other Party's option) Confidential Information of the other Party, within thirty (30) days of the termination of the Agreement and provide written confirmation to the other Party once this has been completed.

10.5 The Contractor agrees to treat as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any third party or otherwise make use of or permit to be made use of any MPI Confidential Information on terms no less stringent than as set out in this Clause 10.

10.6 All documents, manuals and equipment provided by MPI to the Contractor shall remain the property of MPI.

10.7 Upon termination of an Assignment for whatever reason the Contractor shall immediately deliver up to MPI all documents, manuals, equipment, Confidential Information and other materials provided to the Contractor during an Assignment, including any and all copies of the same and MPI shall be entitled to charge the Contractor for any items not so returned, including by way of set-off from the fees due to the Contractor, in accordance with Clause 7.

11. DATA PROTECTION

11.1 Within this Clause 11 "GDPR" means the General Data Protection Regulation (EU 2016/679) or any successor to it under English Law, and "Data Controller", "Data Processor", "Data Subject", "Personal Data", and "Processing" shall have the same meanings as in the GDPR and "Processed" and "Process" shall be construed in accordance with the definition of Processing.

11.2 The Contractor hereby consents to MPI holding and processing data relating to him for legal, personnel, administrative and management purposes and in particular to the processing of any "Sensitive Personal Data" or "Special Category Data" (as defined in the GDPR) relating to the Contractor including, as appropriate:

11.2.1 information about the Contractor's physical or mental health or condition in order to monitor sick leave and take decisions as to the Contractor's fitness for work;

11.2.2 the Contractor's racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; and

11.2.3 information relating to any criminal proceedings in which the Contractor has been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.

11.3 Where Personal Data is Processed by MPI (for the purpose of this Clause the "Data Processor"), its agents, sub-contractors or staff under or in connection with this Agreement as a Data Processor, it shall and shall procure that its agents, sub-contractors and staff shall:

11.3.1 only Process the Personal Data in accordance with instructions from the Contractor (for the purpose of this Clause the "Data Controller"), which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Data Controller to the Data Processor from time to time);

- 11.3.2 implement and ensure that its agents, sub-contractors and staff implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from unauthorised or unlawful Processing or accidental loss, destruction or damage to Personal Data and to the nature of the Personal Data which is to be protected;
- 11.3.3 Process the Personal Data in accordance with all applicable laws ("Data Protection Legislation") and not do or permit anything to be done which might cause the Data Controller in any way to be in breach of the Data Protection Legislation;
- 11.3.4 co-operate as requested by the Data Controller to enable the Data Controller to comply with any exercise of rights by a Data Subject under the Data Protection Legislation in respect of Personal Data processed by the Data Processor under this Agreement or comply with any assessment, enquiry, notice or investigation under the Data Protection Legislation which shall include the provision of all data requested by the Data Controller within the timescale specified by the Data Controller in each case;
- 11.3.5 not process the Personal Data in any country outside the European Economic Area without the prior written consent of the Data Controller; and
- 11.3.6 cease Processing the Personal Data immediately upon the termination of this Agreement and as soon as possible thereafter, at the Data Controller's option, either return, or delete from its systems, the Personal Data and any copies of it or of the information it contains and the Data Processor shall confirm in writing that this Clause has been complied with in full.

12. LIABILITY

- 12.1 Subject to Clauses 12.2 and 12.3, MPI's total liability in contract, tort (including without limitation negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to a sum equivalent to the fees paid by MPI to the Contractor under this Agreement.
- 12.2 Subject to Clause 12.3, in no event shall MPI be liable for any indirect, special, incidental or consequential losses or damages of any nature whatsoever and such losses shall include but are not limited to any loss of profits, revenue, opportunity, business or goodwill resulting from MPI's performance or non-performance of its obligations under this Agreement.
- 12.3 The Parties hereby agree that nothing in this Agreement shall apply so as to exclude or restrict the liability of the Parties for death or personal injury caused by their negligence.
- 12.4 The Contractor shall indemnify on demand and hold harmless MPI from and against each and every loss, liability or cost (including without limitation damages and costs reasonably incurred as a result of defending or settling a claim or action or awarded or agreed to be paid in connection therewith) arising or incurred by MPI whether direct or consequential (including but without limitation any economic loss or other loss of turnover profits business or goodwill) as a result of: 12.4.1 any act or omission of the Contractor relating to or in connection with the provision of the Services; 12.4.2 any breach by the Contractor under this Agreement; or 12.4.3 the use of or engagement by the Contractor of any one or more intermediaries in supplying the Services to MPI.
- 12.5 If any third party makes a claim or demand or brings an action against, or notifies an intention to make or bring a claim, demand or action which may give rise to a liability under Clause 12.4 (in this Clause, a "relevant claim"), MPI shall: 12.5.1 as soon as reasonably practicable give written notice of the relevant claim to the Contractor; 12.5.2 take control of the defence of the relevant claim and all settlement negotiations (unless otherwise agreed), provided that MPI shall not make any settlement, compromise or admission without the Contractor's written consent (such consent not to be unreasonably withheld, conditioned or delayed). This shall not prevent MPI from participating in the defence of the relevant claim at MPI's own cost; 12.5.3 not make any admission of liability, agreement or compromise in relation to the relevant claim (save where required by law, legislation, court order or governmental regulations) which may be prejudicial to the defence or settlement of any claim, demand or action without the Contractor's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed); and 12.5.4 afford all reasonable assistance to the Contractor for the purpose of contesting the relevant claim.
- 12.6 MPI may at its option satisfy the indemnities set out in this Clause 12 (in whole or in part) by way of deduction from payments due to the Contractor under Clause 7.
- 12.7 The Contractor agrees that if the Contractor qualifies for the right conferred by regulation 5 of the Regulations, then in respect of any period during which any comparable employee (for the purposes of regulation 5(4) of the Regulations) is

entitled to receive a bonus and/or overtime payment referable to their employment, any amount by which the Contractor's standard hourly rate of pay exceeds the hourly rate of pay applicable to the comparable employee's employment during the same period shall be credited against the amount of any bonus or overtime payment to which the Contractor may become entitled pursuant to the Regulations.

- 12.8 The Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Contractor shall be fully responsible for and shall indemnify and keep indemnified MPI for and in respect of payment of any liability for any employment-related claim or any claim based on the Contractor's status (including reasonable costs and expenses) brought by the Contractor or any other person against MPI arising out of or in connection with the provision of the Services.

13. ANNUAL LEAVE

- 13.1 In his capacity as a worker for the purposes of the Working Time Regulations 1998 the Contractor shall be entitled to take 5.6 working weeks as paid holiday each holiday year (which runs from 1 January to 31 December each year). No holiday may be carried forward into a subsequent holiday year. MPI reserves the right to pay the Contractor in lieu of any holiday allowance in excess of 5.6 working weeks granted to the Contractor by the Client Rules as to holiday may vary between sites (for example summer shutdowns may apply) and the Contractor shall comply with any requirements notified to him by MPI or the Client in relation to the timing and number of days of leave which may be taken during any proposed period of holiday.

- 13.2 Entitlement to paid annual leave accrues in proportion to the amount of time worked continuously by the Contractor during the holiday year. The amount of the payment to which the Contractor is entitled in respect of such leave is calculated in accordance with and in proportion to the number of hours during which the Contractor carries out the Services and the rate of pay applicable to such services in the period of 12 weeks (subject to change to 52 weeks from April 2020) preceding the date on which any period of leave is taken or on such other basis as may from time to time be required under the Working Time Regulations 1998.

- 13.3 If an Assignment commences or terminates part way through the holiday year, the Contractor's entitlement to holiday during that year shall be assessed on a pro rata basis and deductions from fees payment due to the Contractor shall be made in respect of holidays taken in excess of entitlement.

- 13.4 On the termination of an Assignment the Contractor shall be entitled to payment in lieu of holidays due but untaken.

- 13.5 All holidays must be taken at times convenient to the Client and (subject to Clause 13.6 below) the Contractor must give both the Client and MPI prior notice in writing of proposed holiday dates as follows:

13.5.1 twice as many days prior notice as the number of days the Contractor wishes to take as paid holidays; or

13.5.2 one week;

whichever period of notice shall be the longer.

- 13.6 The requirement for prior notice of proposed holiday dates may be waived by agreement between the Contractor and the Client's authorised representative.

- 13.7 None of the provisions of this Clause 13 regarding the statutory entitlement to paid leave shall affect the Contractor's status as a self-employed worker on contracts for services.

14. TERMINATION

- 14.1 This Agreement shall commence from the Commencement Date and shall continue unless terminated in accordance with this Clause 14.

- 14.2 Without prejudice to its other rights or remedies under this Agreement each Party shall have the right to terminate this Agreement immediately by written notice to the other if the other Party:

14.2.1 is in material breach of its obligations under this Agreement and either that breach is incapable of remedy, or that other Party has failed to remedy that breach within thirty (30) days after receiving written notice from the other Party requiring it to do so; or

14.2.2 is subject to an order or a resolution for its bankruptcy, liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction; or ceases, or threatens to cease, to carry on business; or

14.2.3 undergoes a sale of all or substantially all of its assets, a merger or other similar transaction.

- 14.3 An Assignment may be terminated:

14.3.1 by MPI giving to the Contractor not less than 24 hours' notice of such termination; and

14.3.2 by the Contractor giving to MPI not less than 7 days' notice in writing of such termination.

- 14.4 Without limitation MPI may by notice, terminate an Assignment with immediate effect if the Contractor shall:
- 14.4.1 commit a material breach of any of the terms or conditions of this Agreement;
 - 14.4.2 be, in MPI's or the Client's sole opinion, incompetent, guilty of gross misconduct or commit any serious or persistent negligence in the provision of the Services;
 - 14.4.3 commit any act or omit to do anything that is likely to bring MPI or the Client into disrepute;
 - 14.4.4 be convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
 - 14.4.5 fail or refuse to provide the Services as reasonably and properly required by MPI or the Client; or
 - 14.4.6 be unable to pay his debts or the subject of a bankruptcy petition or order.
- 14.5 MPI will inform the Client without delay and will be entitled to terminate an Assignment if it receives information which gives it reasonable grounds to believe that the Contractor is unsuitable for the role assigned to him.
- 15. EFFECT OF TERMINATION**
- 15.1 Upon the termination or expiry of this Agreement:
- 15.1.1 each Party shall promptly return any property of the other which it has in its possession or control (including the Confidential Information as set out in Clause 10); and
 - 15.1.2 the Clauses as set out in this Agreement which expressly or by implication intend to continue in force on or after such termination or expiry including but not limited to Clause 10 (Confidentiality), 11 (Data Protection), 12 (Liability), 15 (Effect of Termination), 16 (Post Termination Restrictions) and 18 (General) shall not be affected and shall continue in force.
- 16. POST TERMINATION RESTRICTIONS**
- 16.1 Following termination of an Assignment the Contractor shall not hold himself out as being in any way connected with MPI, its business or any of its clients including the Client.
- 16.2 The Contractor shall not at any time during the continuance of an Assignment or for the period of 6 months from the date on which an Assignment terminates (hereinafter referred to as "the Termination Date") without the prior written consent of MPI either alone or jointly with or as agent, director, employee, officer, manager, consultant or contractor of (where appropriate) any other person, firm, company or organisation directly or indirectly:-
- 16.2.1. solicit or entice away from MPI or endeavour to solicit or entice away from MPI the custom of the Client; nor
 - 16.2.2. solicit or entice away from MPI or endeavour to solicit or entice away from MPI any person who was on the Termination Date a director or a senior employee of MPI; nor
 - 16.2.3. solicit or entice away from MPI or endeavour to solicit or entice away from MPI or endeavour to interfere with the terms on which any person, firm or company who or which on the Termination Date provides services to MPI.
- 16.3 The Parties acknowledge and agree that the restrictions set out in Clause 16.2 are fair and reasonable in the circumstances and that if any one or more or any part of such restrictions shall be rendered or judged invalid or unenforceable such restriction or part shall be deemed to be severed from this Agreement and such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining terms and conditions of this Agreement.
- 17. FORCE MAJEURE**
- 17.1 If either Party is delayed or prevented from complying with its obligations under this Agreement by an event of Force Majeure then the requirement to comply with those obligations shall be suspended to the extent that performance is delayed or prevented by that event.
- 17.2 Each Party shall take all reasonable steps to prevent, avoid, overcome and mitigate the effects of an event of Force Majeure.
- 17.3 If the suspension continues for more than thirty (30) days then either Party may terminate this Agreement immediately by notice in writing to the other Party. If the suspension comes to an end during that notice period the notice of termination shall immediately be extinguished and ineffective, the Agreement continuing as if it had never been served.
- 18. GENERAL**
- 18.1 This Agreement together with any and all Contracts constitutes the entire agreement between the Parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter. No variation of this Agreement shall be effective unless it is in writing and signed in manuscript by the Parties or their authorised representatives.
- 18.2 Nothing in this Agreement shall be deemed to constitute or imply any partnership, agency, joint venture or fiduciary relationship of any kind between any of the Parties and neither of the Parties has, nor shall represent that it has, any authority to make any commitments on the other Party's behalf.

- 18.3 All notices to be served in connection with this Agreement shall be validly served on either Party if posted or delivered or faxed to the addresses and fax numbers as set out in the Contract. A correctly addressed postal notice shall be deemed to have been served 48 hours after it was despatched provided the party giving notice has proof of posting. A notice sent by fax to the correct fax numbers shall be deemed to have been served at the time of transmission. If notice is received on a non-Business Day, it shall be deemed served on the following Business Day.
- 18.4 Each Party acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided herein, and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law. No Party shall have any claim for innocent or negligent misrepresentation based upon any statement in this Agreement. For the avoidance of doubt, nothing in this Clause shall limit or exclude any liability for fraud.
- 18.5 The failure of either Party to enforce (or delay in enforcing) at any time for any period any one or more of the terms of this Agreement shall not be a waiver of such terms or of the right of such Party at any time subsequently to enforce all terms of this Agreement.
- 18.6 If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.
- 18.7 Other than the Client, no other person who is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999.
- 18.8 The Contractor may not without the prior written consent of MPI, assign, mortgage, charge, encumber, dispose of or otherwise part possession with any of its rights under this Agreement.
- 18.9 This Agreement shall be subject to the laws of England and the Parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.
- 18.10 This Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts (which may be scanned copies attached to e-mail in portable document format), but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement but all the counterparts together shall constitute one and the same Agreement.