

## 1. DEFINITIONS

1.1. In these Terms the following definitions apply:

**"Assignment"** means the period during which the Contract Resource is supplied by Stanton House to provide services to the Client;

**"Assignment Schedule"** means written confirmation of the assignment details agreed with the Client prior to commencement of the Assignment;

**"Client"** means the person, firm or corporate body, together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Contract Resource is Introduced;

**"Conduct Regulations"** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended) or the Conduct of Employment Agencies and Employment Businesses Regulations (Northern Ireland) 2005 (as amended);

**"Contract Resource"** means the Contractor and or its Personnel or PAYE Contractor who is Introduced by Stanton House to provide services to the Client;

**"Contractor"** means the contractor company to be engaged by Stanton House to carry out the Assignment;

**"Data Protection Legislation"** means: (a) the Directive 95/46/EC (Data Protection Directive) and/or Data Protection Act 2018 and/or the GDPR; (b) any laws which implement any such laws; and (c) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and (d) the Privacy and Electronic Communications (EC Directive) Regulations 2003, SI 2003/2426 and any laws or regulations implementing Directive 2002/58/EC (ePrivacy Directive);

**"Engagement"** means the engagement, employment or use of the Contract Resource by the Client or by any third party to whom the Contract Resource has been introduced by the Client on a permanent or temporary basis, whether under a contract of service or for services; or any other engagement; or through any other employment business; or through a corporate body of which the Contract Resource is an officer, employee or other representative; and "Engage", "Engages" and "Engaged" shall be construed accordingly;

**"Gross Earnings"** includes gross base salary or fees, guaranteed bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Contract Resource for services provided to or on behalf of the Client or any third party. Where a company car is provided, a notional amount of £6,000 will be added to the salary in order to calculate Stanton House's fee;

**"Introduction"** means (i) the passing to the Client of a curriculum vitae or information which identifies the Contract Resource; or (ii) the Client's interview of a Contract Resource (in person or by telephone or by any other means), following the Client's instruction to Stanton House to supply a Contract Resource; or (iii) the supply of a Contract Resource; and, in any case, which leads to an Engagement of the Contract Resource; and "Introduces" and "Introduced" shall be construed accordingly;

**"PAYE Contractor"** means the self-employed contractor to be engaged as an individual by Stanton House to carry out the Assignment;

**"Period of Extended Hire"** means a minimum period of 9 months commencing from the end of the current Assignment during which Stanton House shall be entitled to charge a fee at the rate and based upon the days set out in the relevant Assignment Schedule for the provision of the Contract Resource or such enhanced rate as the parties may agree in writing;

**"Personnel"** shall mean the personnel specified in the Assignment Schedule (and which includes any agreed Substitute) who are to be utilised by the Contractor to carry out the Assignment;

**"Relevant Period"** A period of 6 months after the expiry or earlier termination of the Assignment (including any extension thereof) except in respect of any Contract Resource who have not given notice pursuant to Regulation 32 of the Conduct Regulations, in which event the period stipulated in Regulation 10 of the Conduct Regulations shall apply unless the Client has elected (having given 14 days prior written notice) to take the Period of Extended Hire as an alternative to paying the fee set out in clause 7;

**"Stanton House"** means Stanton House Limited (registered company no. 07394702) of 2nd floor, 25 Christopher street, London, EC2A 2BS;

**"Substitute"** A substitute for the Personnel appointed under the terms of clause 4;

**"Transfer Fee"** means the fee calculated at 25% of the Gross Earnings payable to the Contract Resource and (where applicable) in accordance with clause 7 and Regulation 10 of the Conduct Regulations;

**"Work Progress Report"** means the record of time spent by the Contract Resource in the performance of the Assignment during the relevant period of that Assignment to which the record relates which may be in the form of Stanton House's timesheet, or an acceptance certificate or other project plan sign off documentation to record the Contractor's services as agreed between Stanton House and the Client.

1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.

## 2. THE CONTRACT

2.1. These Terms together with the attached Schedule and any applicable Assignment Schedule ("Terms") constitute the contract between Stanton House and the Client for the supply of the Contract Resource's services by Stanton House to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or Engagement of the Contract Resource, or the passing of any information by the Client about a Contract Resource to any third party following an Introduction.

2.2. These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of Stanton House, these Terms prevail over any terms of business or purchase conditions (or similar) put forward by the Client.

2.3. Subject to clause 6.3 no variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a director of Stanton House and the Client and are set out in writing and a copy of the varied Terms is given to the Client stating the date on or after which such varied Terms shall apply.

2.4. In the event of any conflict between these Terms and the Assignment Schedule, the Assignment Schedule shall take precedence over these Terms to the extent of such conflict.

2.5. Stanton House shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when Introducing Contract Resources for Assignments with the Client.

## 3. CLIENT OBLIGATIONS

3.1. The Client undertakes to provide to Stanton House details of the position which the Client seeks to fill, including the following:

3.1.1. the type of work that the Contract Resource would be required to do.

3.1.2. the location and hours of work of all security and other office procedures implemented at the Location;

3.1.3. the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Contract Resource to possess in order to work in the position;

3.1.4. any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;

3.1.5. the date the Client requires the Contract Resource to commence the Assignment;

3.1.6. the duration or likely duration of the Assignment;

3.1.7. the minimum rate of pay, expenses and any other benefits that would be offered;

3.1.8. details of the pay and basic work conditions for all employees for the category of role applicable to the Contract Resource.

3.2. The Client warrants to Stanton House that the computer, operating systems and any software which Contract Resource may be asked to use or modify as part of Assignments, are either the property of the Client or are lawfully licensed to the Client, so that the Client has the right to authorise third parties such as Contract Resource to use or modify all such systems and software. The Client shall indemnify Stanton House for any liability incurred as a result of the Client's failure to obtain such consents and licences and or any failure by the Client to comply with the provisions of clause 3.

3.3. The Client will assist Stanton House in complying with Stanton House' duties under the Working Time Regulations 1998 (as amended) by supplying any relevant information about the Assignment requested by Stanton House and the Client will not do anything to cause Stanton House to be in breach of its obligations under these Regulations. If the Client requires the services of a Contract Resource for more than 48 hours in any week during the course of an Assignment, the Client must notify Stanton House of this requirement before the commencement of the Assignment or at the very latest, where this is not reasonably practicable, before the commencement of the week in which the Client requires the Contract Resource to work in excess of 48 hours.

## 4. THE CONTRACT RESOURCE

4.1. The Assignment shall be performed at or from the location as specified in the Assignment Schedule, or at such other site as reasonably required by, or mutually agreed in writing with, the Client. In the event the Client and the Contract Resource agree the Contractor Services are to be provided away from the location, the Client shall ensure it is satisfied that the Contract Resource has adequate provision of office and communication facilities in order for the Contractor Services to be completed. The Contractor shall be entitled to perform the Services from the Contractor's office or place of business, provided this has been agreed in advance with the Client.

4.2. The Contractor shall have flexibility as to the allocation of hours worked in any weekly period of the Assignment, provided this is with the agreement of the Client.

4.3. Stanton House undertakes that during the Assignment it will procure that the Contract Resource performs the Assignment with all due care, diligence and professional skill. Stanton House shall procure that the Contractor complies with any timetable or other targets or project requirements for the progress or delivery or completion of the Contractor Services, as is reasonably required by the Client.

4.4. Stanton House will procure that in the provision of the Assignment, the Contract Resource will comply with all applicable laws, rules and regulations specified by the Client (including, without limitation, rules and regulations in respect of any statutory obligations, data protection legislation, health and safety, internet and email use, and security).

4.5. Stanton House shall from time to time be entitled to replace a Contractor, provided the Client indicates that it is satisfied that the replacement has the necessary skill and experience and all necessary clearances and consents are obtained for such replacement. The Client further acknowledges and accepts that the Contractor may propose a Substitute to perform the Assignment but that any Substitute shall only be accepted if approved in writing by the Client. Where the Client accepts the Substitute, Stanton House shall continue to invoice the Client in respect of the Contractor Services performed by the Substitute in accordance with clause 6.

### 5. WORK PROGRESS REPORTS

5.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of 1 week or less) the Client shall sign Stanton House' Work Progress Report verifying the number of days (or part days where applicable) worked by the Contract Resource during that week.

5.2. Signature of the Work Progress Report or authorisation by electronic means by the Client is confirmation of the number of days (or part days where applicable) worked. If the Client is unable to sign a Work Progress Report produced for authentication by the Contract Resource because the Client disputes the days claimed, the Client shall inform Stanton House as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with Stanton House to enable Stanton House to establish what days, if any, were worked by the Contract Resource. Failure to sign, or authorise by electronic means, the Work Progress Report does not absolve the Client of its obligation to pay the charges in respect of the days worked.

5.3. The Client shall not be entitled to decline to sign a Work Progress Report on the basis that it is dissatisfied with the work performed by the Contract Resource. In the event that the Client is dissatisfied

### 6. CHARGES

6.1. The Client agrees to pay such daily charges of Stanton House as notified to and agreed with the Client as set out in the Assignment Schedule. The daily charges are calculated according to the number of days worked by the Contract Resource (to the nearest quarter day) and comprise the following:

6.1.1. the Contract Resource's daily rate of pay and any employer's National Insurance contributions in respect of the provision of PAYE Contractor;

6.1.2. an amount equal to any statutory leave to which the PAYE Contractor is entitled and which is rolled up into the PAYE Contractor's daily pay during the course of an Assignment;

6.1.3. any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable; and

6.1.4. Stanton House's commission, which is calculated as a Margin; i.e. a percentage of the Total Daily Charge Rate to the Client as set out in the Assignment Schedule for each day worked.

6.2. Stanton House's Margin shall be calculated at 25%.

6.3. Stanton House reserves the right to vary the daily charges agreed with the Client, by giving written notice to the Client, in order to comply with any additional liability imposed by statute or other legal requirement or entitlement.

6.4. The charges are invoiced to the Client on a weekly basis and are payable within 7 days. VAT is payable at the applicable rate on the entirety of these charges.

6.5. Stanton House reserves the right to charge interest on invoiced amounts unpaid by the due date at the rate of 5% per annum above the base rate from time to time of the Royal Bank of Scotland from the due date until the date of payment.

6.6. Stanton House assumes responsibility for paying the Contract Resource and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Contract Resource pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003.

6.7. No refunds are payable in respect of the charges of Stanton House.

6.8. The Client's obligations under this clause 6 shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights.

### 7. TRANSFER FEES

7.1. The Client shall be liable to pay a Transfer Fee if the Client Engages a Contract Resource Introduced by Stanton House, either directly or through another employment business, or introduces the Contract Resource to a third party and such introduction results in an Engagement of the Contract Resource by the third party and:

7.1.1. where the Contract Resource has been supplied by Stanton House, such Engagement takes place during the Assignment or within the Relevant Period; or

7.1.2. where the Contract Resource has not been supplied, such Engagement takes place within 6 months from the date of the Introduction to the Client.

7.2. If the Client wishes to Engage the Contract Resource either directly or through another employment business, without liability to pay a Transfer Fee the Client may, on giving 9 months written notice to Stanton House, engage the Contract Resource for a Period of Extended Hire.

7.3. During such Period of Extended Hire Stanton House shall supply the Contract Resource on the same terms on which s/he has or would have been supplied during the Assignment and in any case on terms no less favourable than those terms which applied immediately before Stanton House received the notice in clause 7.2; and the Client shall continue to pay the charges set out in clause 6. If Stanton House is unable to supply the Contract Resource for any reason outside its control for the whole or any part of the Period of Extended Hire; or the Client does not wish to hire the Contract Resource on the same terms as the Assignment; but the Contract Resource is Engaged by the Client, the Client shall pay the Transfer Fee, reduced pro-rata to reflect any charges paid by the Client during any part of the Period of Extended Hire worked by the Contract Resource before being Engaged by the Client. If the Client fails to give notice of their intention to Engage the Contract Resource before the Engagement commences, the parties agree that the Transfer Fee shall be due in full.

7.4. Where prior to the commencement of the Engagement Stanton House and the Client agree that the Engagement will be on the basis of a fixed term of less than 12 months, Stanton House will reduce the Transfer Fee pro-rata. Such reduction is subject to the Client Engaging the Contract Resource for the agreed fixed term. Should the Client extend the Contract Resource's Engagement or re-Engage the Contract Resource within 12 months from the commencement of the initial Engagement Stanton House reserves the right to recover the balance of the Transfer Fee.

7.5. No refund of the Transfer Fee will be paid in the event that the Engagement by the Client, either directly or through another employment business, or by a third party, terminates or terminates before the end of the fixed term referred to in clause 7.4.

7.6. VAT is payable in addition to any fee due.

### 8. UNSUITABILITY OR REPLACEMENT OF THE CONTRACT RESOURCE

8.1. The Client undertakes to supervise the Contract Resource sufficiently to ensure the Client's satisfaction with the Contract Resource's standards of work. If the Client reasonably considers that the services of the Contract Resource are unsatisfactory, the Client may terminate the Assignment either by instructing the Contract Resource to leave the Assignment immediately, or by directing Stanton House to remove the Contract Resource. Stanton House may, in its absolute discretion, in such circumstances, reduce or cancel the charges for the time worked by that Contract Resource, provided that the Client has notified Stanton House immediately that they have asked the Contract Resource to leave the Assignment or the Assignment terminates within 1 working day of the Contract Resource commencing the Assignment and provided that notification of the unsuitability of the Contract Resource is confirmed in writing to Stanton House within 24 hours of the termination of the Assignment.

8.2. In the event that the Client makes a request to remove the Contract Resource pursuant to clause 8.1 above, Stanton House shall have the exclusive right to provide a replacement for the Contract Resource for a period of 14 days and shall use all reasonable endeavours to provide a replacement acceptable to the Client with suitable experience and competence as soon as reasonably practicable. If Stanton House shall be unable to provide a replacement within 14 days of receiving written proof of the unsatisfactory working of the original Contract Resource, the Client may at its discretion terminate the Assignment forthwith.

8.3. Stanton House shall notify the Client immediately if it receives or otherwise obtains information which gives Stanton House reasonable grounds to believe that a Contract Resource supplied to the Client is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith without prior notice and without liability. Notwithstanding, the Client shall remain liable for all such daily charges incurred prior to the termination of the Assignment.

8.4. The Client shall notify Stanton House immediately and without delay and in any event within 4 hours if the Contract Resource fails to attend work or has notified the Client that they are unable to attend work for any reason.

### 9. TERM AND TERMINATION

9.1. The Contractor Services shall be provided during the periods specified in the Assignment Schedule unless otherwise agreed. The duration of the initial Assignment may be extended by agreement in writing between the parties and this Agreement (unless excluded in writing) shall be deemed to apply to such extended Assignment period(s).

9.2. Unless otherwise varied by the special terms and conditions in the Assignment Schedule, either party may terminate an Assignment by giving the other party a minimum of 30 days' notice in writing. Should the Client terminate an Assignment under this sub-clause but fail to give such notice then, without prejudice to any other right or remedy of Stanton House, the Client shall be responsible for the payment of fees that would have been payable by it (calculated by reference to the periods specified in the Assignment Schedule) as if the full minimum notice had been given. The parties agree this payment is an enforceable liquidated damages clause and is not a penalty clause.

9.3. Either party shall be entitled to terminate an Assignment forthwith by notice in writing to the other party, if the other party shall commit or allow to be committed:

9.3.1. any material or irremediable breach of any of this Agreement; or

9.3.2. any other breach of this Agreement (not being material), where the party in breach shall fail to remedy any such breach (where capable of remedy) within 14 days after notice has been given by the innocent party to the party in breach requiring remedy of the same.

9.4. Save for the bona fide purpose of solvent reconstruction or amalgamation, if any action, application or proceeding is taken in respect of either party for (i) a voluntary arrangement or composition or reconstruction of its debts; (ii) the presentation of an administration petition; (iii) its winding-up or dissolution; (iv) the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer or (v) any similar action, application or proceeding in any jurisdiction to which it is subject or if it is unable to pay its debts, the other party may without prejudice to any of its other rights, terminate an Assignment forthwith by notice in writing.

9.5. In the event of termination of any Assignment by Stanton House under clauses 9.3 or 9.4 above, any fees falling due and payable to Stanton House at the date of termination shall be paid forthwith.

9.6. Termination of an Assignment under any of the provisions hereof shall be without prejudice to the rights and obligations of the parties arising hereto prior to, or as a result of, such termination.

9.7. In addition to any other termination rights set out in this clause 9, Stanton House may terminate the Assignment with immediate effect upon giving notice to the Client in the event that the Client issues or threatens to issue proceedings against Stanton House or if the Client fails to make payment of any sum due to Stanton House having received a prior written demand.

### 10. CONFIDENTIALITY

10.1. All information relating to a Contract Resource is confidential and is provided solely for the purpose of providing work-finding services to the Client. Such information must not be used for any other purpose nor divulged to any third party. In addition, information relating to Stanton House's business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

### 11. DATA PROTECTION

11.1. For the purposes of this clause 11, Data Subject means as set out in, and will be interpreted in accordance with Data Protection Legislation. For the avoidance of doubt, Data Subject includes Candidate and Contract Resource.

11.2. The parties hereto acknowledge that Stanton House is a Data Controller in respect of the Personal Data of Candidate/ Contract Resource and provides such Personal Data to Client in accordance with the Data Protection Legislation for the purposes anticipated by these Terms.

11.3. The parties hereto acknowledge that Client is a Data Controller but the parties hereto are not Joint Controllers (as defined within Data Protection Legislation) save where a specific agreement is made to that effect between the parties hereto.

11.4. The parties hereto agree that the Contract Resource is not Client's Data Processor (as defined within Data Protection Legislation) save where agreed otherwise within an Assignment Schedule and subject to additional terms and conditions.

11.5. The parties hereto warrant to each other that any Personal Data relating to a Data Subject, whether provided by Client, Stanton House or by Candidate or Contract Resource, will be used, Processed and recorded by the receiving party in accordance with Data Protection Legislation.

11.6. The parties hereto will take appropriate technical and organisational measures to adequately protect all Personal Data against accidental loss, destruction or damage, alteration or disclosure.

11.7. Client will; 11.7.1. comply with the instruction of Stanton House as regards the transfer/sharing of data between the parties hereto. If Client requires Personal Data not already in its control to be provided by Stanton House, Client will set out their legal basis for the request of such data and accept that Stanton House may refuse to share/transfer such Personal Data where, in the reasonable opinion of Stanton House, it does not comply with its obligations in accordance with Data Protection Legislation; 11.7.2. not cause Stanton House to breach any of their obligations under the Data Protection Legislation.

11.8. In the event Client becomes aware of an actual or any reasonably suspected Personal Data Breach, it will immediately notify Stanton House and will provide Stanton House with a description of the Personal Data Breach, the categories of data that was the subject of the Personal Data Breach and the identity of each Data Subject affected and any other information the Stanton House reasonably requests relating to the Personal Data Breach.

11.9. In the event of a Personal Data Breach, Client will promptly (at its own expense) provide such information, assistance and cooperation and do such things as Stanton House may request to - 11.9.1. investigate and defend any claim or regulatory investigation; 11.9.2. mitigate, remedy and/or rectify such breach; and 11.9.3. prevent future breaches.

and will provide Stanton House with details in writing of all such steps taken.

11.10. Client will not release or publish any filing, communication, notice, press release or report concerning any Personal Data Breach without the prior written approval of Stanton House.

11.11. Client agrees it will only Process Personal Data of Candidate or of Contract Resource for the agreed purpose of provision of Services pursuant to these Terms.

11.12. Client will provide evidence of compliance with clause 11 upon request from Stanton House.

### 12. INTELLECTUAL PROPERTY RIGHTS

12.1. All copyright, trademarks, patents and other intellectual property rights deriving from the Assignment shall belong to the Client. Accordingly Stanton House shall use its reasonable endeavours to ensure that the Contract Resource shall execute all such documents and do all such acts in order to give effect to the Client's rights pursuant to this clause.

### 13. LIABILITY

13.1. Whilst reasonable efforts are made by Stanton House to give satisfaction to the Client by ensuring reasonable standards of skill, integrity and reliability from the Contract Resource and to provide the same in accordance with the Assignment details as provided by the Client no liability is accepted by Stanton House for any loss, expense, damage or delay arising from any failure to provide any Contract Resource for all or part of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Contract Resource or if the Contract Resource terminates the Assignment for any reason.

13.2. Contract Resources supplied by Stanton House are engaged under contracts for services. They are not the employees of Stanton House but are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment.

13.3. The Client shall advise Stanton House of any special health and safety matters about which Stanton House is required to inform the Contract Resource and about any requirements imposed by law or by any professional body, which must be satisfied if the Contract Resource is to fill the Assignment. The Client will also comply in all respects with all statutory provisions as are in force from time to time including, for the avoidance of doubt, but not limited to the Working Time Regulations 1998

(as amended), Health and Safety At Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1999, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff, including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Contract Resource during all

13.4. The Client shall indemnify and keep indemnified Stanton House against any costs, claims, damages, expenses or liabilities incurred by Stanton House arising out of any Assignment or arising out of any non-compliance with, and/or as a result of any breach of, these Terms by the Client.

13.5. The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Contract Resource for the Contract Resource to fill the Assignment.

13.6. Nothing in this Agreement shall limit or exclude either party's liability in respect of fraud, death or personal injury arising out of any breach of this Agreement, in tort or however so arising.

13.7. Subject to clause 13.6 above, neither party shall be liable to the other for any of the following types of loss or damage arising under or in relation to this Agreement: 13.7.1. any liability to a third party, loss of present or future profits, business, contracts, corruption of data or information, anticipated savings, goodwill, revenue or wasted expenditure; or information, anticipated savings, goodwill, revenue or wasted expenditure; or

13.7.2. any indirect or consequential loss or damage whatsoever, even if that party was advised in advance of the possibility of such loss or damage.

13.8. Subject to clause 13.7 above, Stanton House's total liability to the Client arising under or in connection with this Agreement, and whether arising in contract, tort, negligence, breach of statutory duty or otherwise for any losses costs expenses or damages under this Agreement and/or in relation to the provision of Stanton House's services and or Contract Resource's services during an Assignment shall be limited to 20% of the fees paid or payable by the Client to Stanton House in relation to the specific Assignment to which the claim relates.

### 14. NOTICES

14.1. All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing or by email. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email, when email is sent.

### 15. SEVERABILITY

15.1. If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining Terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

### 16. NO WAIVER

16.1. Should either party fail or delay to exercise any right or remedy, or part of a right or remedy under this Agreement, it will not waive that right or remedy or the further exercise of that right or remedy, or the exercise of any other right or remedy, against the other party. The rights of the parties pursuant to clause 9 – Term and Termination are without prejudice to any other rights they may have at law to terminate the Agreement or within the terms of this Agreement.

### 17. ENTIRE AGREEMENT

17.1. This Agreement together with any Assignment Schedules and documents referred to in it constitutes the entire Agreement and understanding between Stanton House and the Client and supersedes any previous agreement (including any oral agreement, representation and or understanding) between them relating to the Assignment (which shall be deemed to have been terminated by mutual consent). The Agreement also takes precedence over any purchase order or any other terms or contracts which have been issued or are subsequently issued by the Client.

### 18. RIGHTS OF THIRD PARTIES

18.1. Both parties hereby expressly exclude any operation of the Contracts (Rights of Third Parties) Act 1999 ("1999 Act") and agree that no terms of this Agreement shall be enforceable by a third party by virtue of the 1999 Act, and this Agreement or any Assignment can be rescinded or varied by agreement between the parties without the consent of any such third party. For the purposes of this clause a third party means any person who is not party to this contract.

### 19. GOVERNING LAW AND JURISDICTION

19.1. These Terms are governed by the law of England and are subject to the exclusive jurisdiction of the Courts of England.