

We are [ITS] whose Registered Office is situated at The Clock House, 286 Kings Road, Reading, RG1 4HP (known hereinafter as the Employment Business).

When the Employment Business agrees to undertake services it will do so in accordance with this Agreement. By accepting or requesting services it shall be deemed and shall constitute your acceptance of the enclosed terms and conditions.

ITS Terms and Conditions for the supply of Contractors to the Hirer

1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms the following definitions apply:

"Contractor" means the limited company who is introduced by the Employment Business to provide services to the Hirer;

"Agency Workers Regulations" means the Agency Workers Regulations 2010;

"Assignment" means assignment services to be performed by the Contractor for the Hirer;

"Assignment Details Form" means written confirmation of the assignment details agreed with the Hirer prior to commencement of the Assignment;

"Calendar Week" means any period of seven days starting with the same day as the first day of the First Assignment;

"Charges" means the hourly charges of the Employment Business calculated in accordance with clause 6.1 and as may be varied from time to time in accordance with these Terms;

"Conduct Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

"Confidential Information" means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Hirer or Employment Business or their business or affairs (including but not limited to these Terms, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to the Contractor or any third party in relation to the Assignment by the Hirer or the Employment Business or by a third party on behalf of the Hirer whether before or after the date of these Terms together with any reproductions of such information in any form or medium or any part(s) of such information;

"Control" means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be construed accordingly;

"Data Protection Laws" means the Data Protection Act 1998, any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data;

"Employment Business" ITS (registered company no.) of The Clock House, 286 Kings Road, Reading, RG1 4HP;

"Engagement" means the engagement, or use of the Contractor by the Hirer or any third party to whom the Contractor has been introduced by the Hirer, directly or indirectly, on a permanent or temporary basis, whether under a contract for services, and/or through a company of which the Contractor is an officer, employee or other representative, an agency, license, franchise or partnership arrangement, or any other engagement; and **"Engage", "Engages" and "Engaged"** shall be construed accordingly;

"Group Company" and "Group" means the Employment Business, and its holding company and any subsidiaries as defined in Section 1159 of the Companies Act 2006 as amended from time to time, and any associated companies (if any) as defined in section 449 of the Corporation Tax Act 2010 as amended from time to time;

"Hirer" 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 Contractor is Introduced;

"Hirer's Group" means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Hirer, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Hirer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;

"Introduction" means (i) the passing to the Hirer of a curriculum vitae or information which identifies the Contractor; or (ii) the Hirer's interview of the Contractor (in person or by telephone or by any other means), following the Hirer's instruction to the Employment Business to supply services; or (iii) the supply of the Contractor; and, in any case, which leads to an Engagement of the Contractor; and **"Introduced" and "Introducing"** shall be construed accordingly;

"Losses" means all losses, liabilities, damages, costs, expenses whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;

"Period of Extended Hire" means any additional period that the Hirer wishes the Contractor to be supplied for beyond the duration of the original Assignment or series of Assignments as an alternative to paying a Transfer Fee;

"Relevant Period" means (a) the period of 8 weeks commencing on the day after the last day on which the Contractor worked for the Hirer having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the first day on which the Contractor worked for the Hirer having been supplied by the Employment Business or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment;

"Remuneration" includes gross base salary or fees, guaranteed and/or anticipated 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 Contractor for services provided to or on behalf of the Hirer or any third party. Where a company car is provided, a notional amount of £5,000.00 will be added to the salary in order to calculate the Employment Business' fee;

"Terms" means these terms of business (including the attached schedules) together with any applicable Assignment Details Form;

"Transfer Fee" means the fee payable in accordance with clause 8. of these Terms and Regulation 10 of the Conduct Regulations;

"Vulnerable Person" means any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention, and includes any person under the age of eighteen; and

"Working Time Regulations" means the Working Time Regulations 1998.

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.

1.4. Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of these Terms) and all subordinate legislation made (before or after these Terms) under it from time to time.

2. THE CONTRACT

2.1. These Terms constitute the contract between the Employment Business and the Hirer for the supply of the Contractor's services by the Employment Business to the Hirer and are deemed to be accepted by the Hirer by virtue of its request for, interview with or Engagement of the Contractor, or the passing of any information by the Hirer about an Contractor 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 the Employment Business, these Terms prevail over any terms of business or purchase conditions (or similar) put forward by the Hirer.

2.3. Subject to clause 6.2, no variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a Director of the Employment Business and the Hirer and are set out in writing and a copy of the varied Terms is given to the Hirer stating the date on or after which such varied Terms shall apply.

2.4. The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) (as amended) when Introducing Contractors for Assignments with the Hirer.

2.5. The Contractor may utilise such persons as is necessary in order to undertake the Assignment and make substitutions thereof provided always such persons possess the necessary skills, qualifications and expertise to provide the services.

2.6. The Employment Business may assign, transfer or subcontract the whole or part of this contract to any third party. If such assignment / subcontracting occurs, the third party will be bound by terms identical to those in this contract. The Hirer shall not assign, transfer or subcontract the whole or part of this contract without the Employer Business' prior written consent.

2.7. The Contractor will use its own initiative in how the Assignment is to be completed and will have flexibility as to the hours worked on location, but will nonetheless assist the Hirer by making all reasonable attempts to work within an overall agreed deadline, will observe Health and Safety regulations and will comply with all reasonable operational requirements relating to working hours and security.

2.8. The Contractor shall not be subject to (or to the right of) supervision, direction or control by any person (including for the avoidance of doubt the Hirer and/or the Employment Business) as to the manner in which they carry out the Assignment or any connected works under these Terms.

2.9. The parties confirm that the Agency Workers Regulations will not apply to the Assignment.

3. HIRER OBLIGATIONS

3.1. To enable the Employment Business to comply with its obligations under the Conduct Regulations the Hirer undertakes to provide to the Employment Business details of the position which the Hirer seeks to fill, including the following:

3.1.1. the type of work that the Contractor would be required to do;

3.1.2. the location and hours of work;

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

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

3.1.5. the date the Hirer requires the Contractor to commence the Assignment;

3.1.6. the duration or likely duration of the Assignment.

3.2. The Hirer will assist the Employment Business in complying with the Employment Business' duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Employment Business and the Hirer will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. If the Hirer requires the services of an Contractor for more than 48 hours in any week during the course of an Assignment, the Hirer must notify the Employment Business 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 Hirer requires the Contractor to work in excess of 48 hours.

3.3. The Hirer undertakes that it knows of no reason why it would be detrimental to the interests of the Contractor for the Contractor to fill the Assignment.

4. INFORMATION TO BE PROVIDED BY THE EMPLOYMENT BUSINESS TO THE HIRER

4.1. When Introducing a Contractor to the Hirer the Employment Business shall inform the Hirer:

4.1.1. of the identity of the Contractor;

4.1.2. that the Contractor has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment;

4.1.3. that the Contractor is willing to work in the Assignment; and

4.1.4. the Charges.

4.2. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any Public or Bank Holiday) following, save where the Contractor is Introduced for an Assignment in the same position as one in which the Contractor had previously been supplied within the previous 5 business days and such information has already been given to the Hirer, unless the Hirer requests that the information be resubmitted.

5. TIMESHEETS

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 Hirer shall sign the Employment Business' timesheet verifying the number of hours worked by the Contractor during that week.

5.2. Signature of the timesheet by the Hirer is confirmation of the number of hours worked. If the Hirer is unable to sign a timesheet produced for authentication by the Contractor because the Hirer disputes the hours claimed, the Hirer shall inform the Employment Business as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with the Employment Business to enable the Employment Business to establish what hours, if any, were worked by the Contractor. Failure to sign the timesheet does not absolve the Hirer of its obligation to pay the Charges in respect of the hours worked.

5.3. Signature of the time sheet by the Hirer (or a person authorised by the Hirer or holding themselves out as being authorised by the Hirer) indicates satisfaction with the services provided by the Contractor and confirmation of the number of hours or days worked. If the Hirer does not agree with the time recorded on the timesheet, it shall amend as necessary and sign the timesheet. Failure to sign the time sheet does not absolve the Hirer's obligation to pay the charges in respect of the hours or days worked as specified on the timesheet.

5.4. The Hirer shall not be entitled to decline to sign a timesheet on the basis that it is dissatisfied with the work performed by the Contractor. In the event that the Hirer is dissatisfied with the Contractor the provisions of clause 10.1 below shall apply.

5.5. The Hirer agrees to ensure safe return of such time sheets to the Employment Business's offices by 10:00 hours on the Monday immediately following end of each week of an Assignment. If the Hirer fails for any reason to do this the Employment Business shall be entitled to calculate the number of hours or days worked which shall be deemed to be accepted by the Hirer and the Hirer shall pay the Employment Business for the number of hours or days so calculated.

6. CHARGES

6.1. The Hirer agrees to pay the Charges as notified to and agreed with the Hirer. The Charges are calculated according to the number of hours worked by the Contractor (to the nearest quarter hour).

6.2. The Employment Business reserves the right to vary the Charges agreed with the Hirer, by giving written notice to the Hirer.

6.3. The Charges are invoiced to the Hirer on a weekly basis and are payable within 7 days.

6.4. All sums payable under the contract are quoted as VAT exclusive, that VAT will apply where it has been deemed to apply and that if at a later point HMRC deem VAT should have applied where it's been omitted, or where VAT has been undercharged at an incorrect rate, VAT invoices will be raised.

6.5. The Employment Business reserves the right to charge statutory interest and compensation on any overdue amounts (including overdue Introduction Fees) from the due date until the date of payment (both before and after any judgement), at the rates defined in The Late Payment of Commercial Debts (Interest) Act 1998 and any subsequent amendments thereto, together with all costs incurred in the process of collecting the debt (including without limitation court fees, expenses, credit insurers' charges and legal costs). Failure by the Hirer to ensure payment of all invoices rendered and fees payable by the time stated will be classed as a breach of the contract and the Employment Business shall have the right to suspend its performance of the contract and withdraw the services of the Contractor without prior notice and no time or indulgence granted by the Employment Business to the Hirer shall prejudice any right or remedy which the Employment Business may have in any manner whatsoever. The Employment Business will not be liable in any way whatsoever for any loss or damage sustained by the Hirer or any other persons through withdrawal of any Contractor.

6.6. No refunds are payable in respect of the Charges of the Employment Business.

6.7. All amounts due under this agreement from the Hirer to the Employment Business shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6.8. The Employment Business shall not be obliged to refund the Hirer in respect of mistakes made by the Hirer or the Contractor in respect of the hours/days worked recorded on timesheets, once the Contractor is paid. However, the Employment Business shall use reasonable endeavours to recover such amounts from the Contractor, and if successful shall make the relevant refund to the Hirer.

6.9. The minimum period of hire shall be a period of not less than seven hours, or one day. The minimum hire period shall commence on the date and at the time the Contractor reports to the site in question.

6.10. Should an order be placed either orally or in writing by the Hirer and as a result of that order Contractors are instructed to report to a particular site and thereafter having reported such Contractors are not engaged by the Hirer then the Employment Business shall be entitled to a payment equal to the charge that would have been paid in accordance with the minimum hire charge for each and every Contractor affected.

7. PAYMENT OF THE CONTRACTOR

7.1. The Employment Business assumes responsibility for paying the Contractor.

8. TRANSFER FEES

8.1. The Hirer shall be liable to pay a Transfer Fee if the Hirer Engages a Contractor Introduced by the Employment Business other than via the Employment Business or introduces the Contractor to a third party and such introduction results in an Engagement of the Contractor by the third party other than via the Employment Business and:

8.1.1. where the Contractor has been supplied by the Employment Business, such Engagement takes place during the Assignment or within the Relevant Period; or

8.1.2. where the Contractor has not been supplied, such Engagement takes place within 6 months from the date of the Introduction to the Hirer.

The Transfer Fee will be calculated thus:-

8.1.3. The Transfer Fee shall be agreed in writing between the Employment Business and the Hirer. In the event that the parties do not agree the amount of the Transfer Fee then the Employment Business shall be entitled to charge a fee calculated as follows: 25% of the Remuneration payable to the Contractor during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the Charges multiplied by 550.

8.2. If the Hirer wishes to Engage the Contractor other than via the Employment Business without liability to pay a Transfer Fee, the Hirer may, on giving four week's written notice to the Employment Business, engage the Contractor for the Period of Extended Hire specified in clause 8.2.1.

8.2.1. The Period of Extended Hire, referred to in clause 8.2, before the Hirer Engages a Contractor, shall be agreed in writing between the Employment Business and the Hirer. In the event that the parties do not agree the length of the Period of Extended Hire then the period shall be 21 weeks.

8.3. During such Period of Extended Hire the Employment Business shall supply the Contractor 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 the Employment Business received the notice in clause 8.2; and the Hirer shall continue to pay the Charges set out in clause 6. If the Employment Business is unable to supply the Contractor for any reason outside its control for the whole or any part of the Period of Extended Hire; or the Hirer does not wish to hire the Contractor on the same terms as the Assignment; but the Contractor is Engaged by the Hirer, the Hirer shall pay the Transfer Fee, reduced pro-rata to reflect any Charges paid by the Hirer during any part of the Period of Extended Hire worked by the Contractor before being Engaged by the Hirer. If the Hirer fails to give notice of its intention to Engage the Contractor other than via the Employment Business before such Engagement commences, the parties agree that the Transfer Fee shall be due in full.

8.4. Where prior to the commencement of the Hirer's Engagement other than via the Employment Business the

Employment Business and the Hirer agree that such Engagement will be on the basis of a fixed term of less than 12 months, the Employment Business may, in its absolute discretion, reduce the Transfer Fee pro-rata. Such reduction is subject to the Hirer Engaging the Contractor for the agreed fixed term. Should the Hirer extend the Contractor's Engagement or re-Engage the Contractor within 12 months from the commencement of the initial Engagement the Employment Business reserves the right to recover the balance of the Transfer Fee.

8.5. No refund of the Transfer Fee will be paid in the event that the Engagement of the Contractor other than via the Employment Business by the Hirer or by a third party to which the Hirer introduces the Contractor terminates or terminates before the end of the fixed term referred to in clause 8.4.

8.6. VAT is payable in addition to any Transfer Fee due.

9. SUITABILITY CHECKS AND INFORMATION TO BE PROVIDED IN SPECIAL SITUATIONS

9.1. Where:

9.1.1. The Contractor is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment, the Employment Business will take all reasonably practicable steps to obtain and offer to provide to the Hirer copies of any relevant qualifications or authorisations of the Contractor; and

9.1.2. in addition, where the Assignment involves working with, caring for or attending one or more Vulnerable Persons, the Employment Business will take all reasonably practicable steps to obtain and offer to provide copies to the Hirer of two references from persons who are not relatives of the Contractor and who have agreed that the references they provide may be disclosed to the Hirer; and such other reasonably practicable steps as are required to confirm that the Contractor is suitable for the Assignment. If the Employment Business has taken all reasonably practicable steps to obtain the information above and has been unable to do so fully it shall inform the Hirer of the steps it has taken to obtain this information in any event.

9.2. The Hirer shall advise the Employment Business at the time of instructing the Employment Business to supply an Contractor whether during the course of the Assignment, the Contractor will be required to work with, care for or attend one or more Vulnerable Persons or engage in activity or otherwise be working in a position covered by the Safeguarding Vulnerable Groups Act 2006.

9.3. The Hirer shall assist the Employment Business by providing any information required to allow the Employment Business to comply with its statutory obligations under the Safeguarding Vulnerable Groups Act 2006 and to allow the Employment Business to select a suitable Contractor for the Assignment.

9.4. In particular in the event that the Hirer removes a Contractor from an Assignment in circumstances which would require the Employment Business to provide information to the Independent Safeguarding Authority (or the equivalent authority) under the Safeguarding Vulnerable Groups Act 2006, the Hirer will provide sufficient information to the Employment Business to allow it to discharge its statutory obligations.

10. UNSUITABILITY OF THE CONTRACTOR

10.1. The Hirer is responsible for ensuring they are satisfied with the Contractor's standards of work. If the Hirer reasonably considers that the services of the Contractor are unsatisfactory, the Hirer may terminate the Assignment either by instructing the Contractor to leave the Assignment immediately, or by directing the Employment Business to remove the Contractor. The Employment Business may, in its absolute discretion, in such circumstances, reduce or cancel the Charges for the time worked by that Contractor, provided that the Hirer has notified the Employment Business immediately that they have asked the Contractor to leave the Assignment or the Assignment terminates:

10.1.1. within 4 hours of the Contractor commencing the Assignment where the Assignment is for more than 7 hours; or

10.1.2. within 2 hours for Assignments of 7 hours or less; and provided that notification of the unsuitability of the Contractor is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.

10.2. The Employment Business shall notify the Hirer immediately if it receives or otherwise obtains information which gives the Employment Business reasonable grounds to believe that any Contractor supplied to the Hirer is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith without prior notice and without liability.

Notwithstanding, the Hirer shall remain liable for all Charges incurred prior to the termination of the Assignment.

10.3. The Hirer shall notify the Employment Business immediately and without delay and in any event within 4 hours if the Contractor fails to attend work or has notified the Hirer that they are unable to attend work for any reason.

11. TERMINATION OF THE ASSIGNMENT

Any of the Hirer, the Employment Business or the Contractor may terminate an Assignment at any time without prior notice and without liability (except in the case of termination by the Hirer, who shall be liable for any Charges due under clause 6 above).

12. CONFIDENTIALITY AND DATA PROTECTION

12.1. All information relating to a Contractor is confidential and subject to the Data Protection Laws and is provided solely for the purpose of providing services to the Hirer. Such information must not be used for any other purpose nor divulged to any third party and the Hirer undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times.

12.2. The Employment Business undertakes to keep confidential all Relevant Terms and Conditions that the Hirer discloses to the Employment Business and not to use such information except for the purposes of compliance with the Contractors Regulations

(including, for the avoidance of doubt and without limitation, when dealing with any request for information or complaint made by any Contractor or any AWR Claim).

12.3. Information relating to the Employment Business' 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.

13. INTELLECTUAL PROPERTY RIGHTS

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

14. LIABILITY

14.1. Whilst reasonable efforts are made by the Employment Business to give satisfaction to the Hirer by ensuring reasonable standards of skill, integrity and reliability from the Contractor and to provide the same in accordance with the Assignment details as provided by the Hirer, no liability is accepted by the Employment Business for any loss, expense, damage or delay arising from any failure to provide any Contractor for all or part of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Contractor or if the Contractor terminates the Assignment for any reason. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.

14.2. The Employment Business shall not be liable whatsoever to the Hirer or any third party for any acts or omissions of the Contractor in performing the Assignment arising under or in connection with these Terms (whether in contract and/or tort (including negligence, breach of statutory duty or howsoever arising)). For the avoidance of doubt, the Contractor will be acting under its own supervision, direction and control and independently from the Employment Business.

14.3. Subject to paragraph 14.1, the Employment Business's total liability arising under or in connection with these Terms (whether in contract and/or tort (including negligence, breach of statutory duty or howsoever arising)) will be limited to an amount equal to the Charges payable to the Hirer for the Contractor working 40 hours.

14.4. Contractors supplied by the Employment Business pursuant to these Terms are engaged under contracts for services. They are not the employees of the Employment Business. The Hirer agrees to be responsible for all acts, errors or omissions of the Contractor, whether wilful, negligent or otherwise.

14.5. The Hirer shall advise the Contractor and Employment Business of any special health and safety matters about which the Employment Business is required to inform the Contractor and about any requirements imposed by law or by any professional body, which must be satisfied if the Contractor is to fill the Assignment.

14.6. The Hirer 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, Health and Safety At Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1999 (as amended), by-laws, codes of practice and legal requirements (excluding the matters specifically mentioned in clause 7 above), including in particular the provision of adequate insurance cover for the Contractor during all Assignments.

14.7. The Hirer undertakes not to request the supply of a Contractor to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed by a worker who has been transferred by the Hirer to perform the duties of a person on strike or taking official industrial action.

14.8. The Hirer shall indemnify and keep indemnified the Employment Business against any Losses incurred by the Employment Business 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 Hirer.

15. ADVERTISING

The Hirer expressly agrees and authorises the Employment Business to publicly advertise all roles and/or positions unless expressly agreed otherwise by the parties in writing.

16. NOTICES

All notices which are required to be given in accordance with these Terms 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, by email or facsimile transmission. 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 or facsimile transmission, when that email or facsimile is sent.

17. SEVERABILITY

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.

18. THIRD PARTY RIGHTS

Any Group Company may enforce the terms of this agreement against the Hirer but this agreement shall not convey any rights on any other third party and the provisions of the Contracts (Rights of Third Parties) Act 1999 shall be excluded for these purposes.

18. GOVERNING LAW AND JURISDICTION

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