

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this Contract (unless the context requires otherwise).

Business Day: a day, other than a Saturday, Sunday, or public holiday in England, when banks in London are open for business.

Client: Ingleton Wood's Client being the entity receiving the benefit of the Services.

Commencement Date: means either the date on which both parties have signed/issued the Ingleton Wood purchase order or the date the Consultant commences the provision of the Services, whichever is the earlier.

Confidential Information: information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, Clients, products, affairs and finances of Ingleton Wood or the Client for the time being confidential to Ingleton Wood or the Client and trade secrets including, without limitation, technical data and know-how relating to the business of Ingleton Wood or to the Client or any of its or their suppliers, Clients, agents, distributors, shareholders, management or business contacts, including (but not limited to) information that the Consultant creates, develops, receives or obtains in connection with this Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

Contract: means these Sub-Consultancy Terms and Conditions, the services and fees contained within the Ingleton Wood purchase order.

Data Protection Legislation: the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

Engagement: the engagement of the Consultant by Ingleton Wood on the terms of this Contract.

Insurance Policies: those insurance policies required to be in place as further described in the Ingleton Wood Purchase Order; commercial general liability insurance cover, employer's liability insurance cover, professional indemnity insurance cover, cyber insurance cover, and public liability insurance cover.

Intellectual Property Rights: patents, rights to Inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) 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.

Invention: any invention, idea, discovery, development, improvement, or innovation made by the Consultant in connection with the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

Liability Cap: the maximum amount the Consultant will be liable to Ingleton Wood under this Contract as set out in the details contained within the purchase order/instruction.

Services: the services described in the Ingleton Wood purchase order.

Site: the place at which the some or all the Services are to be provided.

Termination Date: the date of termination of this Contract, howsoever arising.

UK Data Protection Legislation: any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation.

Works: all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant in connection with the provision of

the Services.

1.2 The headings in this Contract are inserted for convenience only and shall not affect its construction.

1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

1.6 The Schedules form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the Schedules.

1.7 Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.8 A reference to **writing** or **written** includes fax and email.

2. TERM OF ENGAGEMENT

2.1 Ingleton Wood has entered into an agreement (**Main Contract**) under which Ingleton Wood agrees to supply services to the Client.

2.2 Ingleton Wood has entered into the Main Contract on the basis that it will be the Consultant that supplies all Services on a "back-to-back" basis with Ingleton Wood but for the benefit of the Client, and in accordance with the provisions set out below.

2.3 Ingleton Wood shall engage the Consultant and the Consultant shall provide the Services on the terms of this Contract.

2.4 The Engagement shall commence on the Commencement Date and shall continue unless and until terminated:

- (a) as provided by the terms of this Contract; or
- (b) on a without cause basis by either party giving to the other not less than one month's prior written notice.

3. DUTIES AND OBLIGATIONS

3.1 During the Engagement the Consultant shall:

- (a) provide the Services with all due care, skill and ability and use its best endeavours to promote the interests of Ingleton Wood and the Client; and
- (b) promptly give to Ingleton Wood all Deliverables and any other such information and reports as Ingleton Wood may reasonably require in connection with the Services.

3.2 The Consultant shall use its reasonable endeavours to ensure that it is available at all times on reasonable notice to provide such assistance or information as Ingleton Wood may require.

3.3 Unless it or he has been specifically authorised to do so by Ingleton Wood in writing:

- (a) the Consultant shall not have any authority to incur any expenditure in the name of or for the account of Ingleton Wood or the Client; and
- (b) the Consultant shall not hold itself out as having authority to bind Ingleton Wood or the Client.

3.4 The Consultant shall comply with all standards of health and safety and comply with Ingleton Wood's and the Client's health and safety procedures from time to time in force at the Site and report to Ingleton Wood any unsafe working conditions or practices.

3.5 The Consultant shall:

- (a) comply with all applicable laws, regulations, codes, and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
- (b) comply with Ingleton Wood's and the Client's Ethics and Anti-bribery and Anti-corruption Policies (Relevant Policies);
- (c) have and shall maintain in place throughout the term of this

Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies, and will enforce them where appropriate;

- (d) promptly report to Ingleton Wood any request or demand for any undue financial or other advantage of any kind received by the Consultant in connection with the performance of this Contract;
- (e) immediately notify Ingleton Wood if a foreign public official becomes an officer or employee of the Consultant or acquires a direct or indirect interest in the Consultant (and the Consultant warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Contract);
- (f) ensure that all persons associated with the Consultant or other persons who are performing services in connection with this Contract comply with this clause 3.5; and

3.6 Failure to comply with clause 3.5 may result in the immediate termination of this Contract.

3.7 For the purpose of clause 3.5, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), section 6(5) and 6(6) of that Act and section 8 of that Act respectively.

3.8 The Consultant shall:

- (a) not engage in any activity, practice or conduct which would constitute either:
 - (i) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act; or
 - (ii) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
- (b) have and shall maintain in place throughout the term of this Contract such policies and procedures as are reasonable in all the circumstances to prevent the facilitation of tax evasion by another person (including without limitation employees of the Consultant and any Substitute), in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017;
- (c) promptly report to Ingleton Wood any request or demand received by the Consultant from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 in connection with the performance of this Contract; and
- (d) ensure that all persons associated with the Consultant or other persons who are performing services in connection with this Contract comply with this clause 3.8.

3.9 Failure to comply with clause 3.8 may result in the immediate termination of this Contract.

4. FEES

4.1 Ingleton Wood shall pay the Consultant the Fees set out in the issued purchase order and as set out in this clause 4.

4.2 On the last working day of each month during the Engagement the Consultant shall submit to Ingleton Wood an invoice which gives details of the Services provided and the amount of the Fees payable (plus VAT, if applicable) for the Services during that month.

4.3 All Fees payable shall only become due to the Consultant:

- (a) after satisfactory completion of the Services Ingleton Wood's receipt of the Consultants invoice; and
- (b) unless otherwise stated in the Purchase Order, within 30 days of the date of invoice.

4.4 If Ingleton Wood receives payment from the Client under the Main Contract in instalments or in line with an agreed schedule, then the Fees shall be calculated and paid on such instalments as they are received by Ingleton Wood.

4.5 Ingleton Wood shall be entitled to deduct from the Fees (and

any other sums) due to the Consultant any sums that the Consultant may owe to Ingleton Wood at any time.

4.6 Payment in full or in part of the Fees claimed under clause 4.5 shall be without prejudice to any claims or rights of Ingleton Wood against the Consultant in respect of the provision of the Services.

5. OTHER ACTIVITIES

5.1 Nothing in this Contract shall prevent the Consultant from being engaged, concerned, or having any financial interest in any capacity in any other business, trade, profession or occupation during the Engagement provided that:

- (a) such activity does not cause a breach of any of the Consultant's obligations under this Contract;
- (b) the Consultant shall not engage in any such activity if it relates to a business which is similar to or in any way competitive with the Client's business without the prior written consent of Ingleton Wood; and
- (c) the Consultant shall give priority to the provision of the Services to Ingleton Wood over any other business activities undertaken by it during the course of the Engagement.

6. CONFIDENTIAL INFORMATION

6.1 The Consultant acknowledges that in the course of the Engagement it will have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in this clause 6.

6.2 The Consultant shall not (except in the proper course of its or his duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use its best endeavors to prevent the publication and disclosure of) any Confidential Information. This restriction does not apply to:

- (a) any use or disclosure authorised by Ingleton Wood or required by law; or
- (b) any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.

7. DATA PROTECTION

7.1 The Consultant and Ingleton Wood acknowledge that for the purposes of the Data Protection Legislation, Ingleton Wood is the data processor on behalf of the Client and the Consultant is a data sub-processor.

7.2 The Consultant and Ingleton Wood will comply with the Data Protection Legislation.

7.3 The Consultant shall in relation to any Personal Data processed in connection with the Engagement:

- (a) process that Personal Data only on written instructions of Ingleton Wood or the Client;
- (b) keep the Personal Data confidential;
- (c) comply with Ingleton Wood's and the Client's data protection policy;
- (d) comply with Ingleton Wood's and the Client's reasonable instructions with respect to processing Personal Data;
- (e) not transfer any Personal Data outside of the European Economic Area without Ingleton Wood's prior written consent;
- (f) assist Ingleton Wood and the Client in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;
- (g) notify Ingleton Wood without undue delay on becoming aware of a Personal Data breach or communication which relates to Ingleton Wood's or Consultant's compliance with the Data Protection Legislation;
- (h) at the written request of Ingleton Wood, delete or return Personal Data and any copies thereof to Ingleton Wood on

termination of the Engagement unless required by the Data Protection Legislation to store the Personal Data; and

- (i) maintain complete and accurate records and information to demonstrate compliance with this clause 7 and allow for audits by Ingleton Wood or Ingleton Wood's designated auditor.

7.4 The Consultant shall ensure that it has in place appropriate technical or organisational measures, reviewed and approved by Ingleton Wood, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:

- (a) pseudonymising and encrypting Personal Data;
- (b) ensuring confidentiality, integrity, availability and resilience of its systems and services;
- (c) ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and
- (d) regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.

7.5 Ingleton Wood does not agree to the Consultant appointing any third-party processor of Personal Data under this Contract.

7.6 The Consultant shall have personal liability for and shall indemnify Ingleton Wood and the Client for any loss, liability, costs (including legal costs), damages, or expenses resulting from any breach by the Consultant of the Data Protection Legislation, and shall maintain in force full and comprehensive Insurance Policies.

8. INTELLECTUAL PROPERTY

8.1 The Consultant hereby assigns to Ingleton Wood all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this Contract, the Consultant holds legal title in these rights and inventions on trust for Ingleton Wood.

8.2 The Consultant undertakes to Ingleton Wood:

- (a) to notify to Ingleton Wood in writing full details of all Inventions promptly on their creation;
- (b) to keep confidential the details of all Inventions;
- (c) whenever requested to do so by Ingleton Wood and in any event on the termination of the Engagement, promptly to deliver to Ingleton Wood all correspondence, documents, papers and records on all media, recording or relating to any part of the Works and the process of their creation which are in its possession, custody or power;
- (d) not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by Ingleton Wood; and
- (e) to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to Ingleton Wood.

8.3 The Consultant warrants that:

- (a) it has not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;
- (b) it is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and
- (c) the use of the Works or the Intellectual Property Rights in the Works by Ingleton Wood will not infringe the rights of any third party.

8.4 The Consultant agrees to indemnify Ingleton Wood and keep it always indemnified against all or any costs, claims, damages or expenses incurred by Ingleton Wood, or for which Ingleton

Wood may become liable, with respect to any intellectual property infringement claim or other claim relating to the Works or Inventions supplied by the Consultant to Ingleton Wood during the course of providing the Services. The Consultant shall maintain adequate liability insurance coverage and shall supply a copy of the policy to Ingleton Wood on request. Ingleton Wood may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.

8.5 The Consultant acknowledges that no further remuneration or compensation other than that provided for in this Contract is or may become due to the Consultant in respect of the performance of its obligations under this clause 8.

8.6 The Consultant undertakes to execute all documents, make all applications, give all assistance and do all acts and things, at the expense of Ingleton Wood and at any time either during or after the Engagement, as may, in the opinion of Ingleton Wood, be necessary or desirable to vest the Intellectual Property Rights in, and register or obtain patents or registered designs in, the name of Ingleton Wood and to defend Ingleton Wood against claims that works embodying Intellectual Property Rights or Inventions infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works.

9. INSURANCE AND LIABILITY

9.1 The Consultant shall have liability for and shall indemnify Ingleton Wood for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Consultant of the terms of this Contract including any negligent or reckless act, omission, or default in the provision of the Services and shall accordingly maintain in force during the Engagement full and comprehensive Insurance Policies.

9.2 The Consultant shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to Ingleton Wood and that the level of cover and other terms of insurance are acceptable to and agreed by Ingleton Wood.

9.3 The Consultant shall on request supply to Ingleton Wood copies of the Insurance Policies and evidence that the relevant premiums have been paid.

9.4 The liability of Ingleton Wood shall be limited to such sum as would be just and equitable for Ingleton Wood to pay having regard to the extent of the responsibility of Ingleton Wood for the loss or damage suffered on the basis that all other consultants and any subcontractors who have a liability shall be deemed to have provided contractual undertakings to the Consultant on terms no less onerous than those applying in the case of this Contract and shall be deemed to have paid to the Consultant such sums as it would be just and equitable for them to pay having regard to the extent of their responsibility for such loss or damage.

9.5 The Consultant shall comply with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Consultant is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Consultant shall notify Ingleton Wood without delay.

9.6 Nothing in this Contract shall limit or exclude the liability of either party for:

- (a) death or personal injury caused by its negligence, of the negligence of its employees, agents or sub-contractors (as applicable);
- (b) fraud or fraudulent misrepresentation or wilful default; and
- (c) any matter for which it would be unlawful to exclude or restrict liability.

9.7 Subject to clause 9.6, Ingleton Wood shall not, under any circumstances whatever be liable to the Consultant, whether in contract, tort (including negligence), equity (including restitution), breach of statutory duty, or otherwise, for:

- (a) loss of profits;
- (b) loss of sales or business;

- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

9.8 Subject to clauses 9.6 and 9.7, Ingleton Wood's total liability to the Consultant shall not exceed the Fees.

9.9 Subject to clause 9.6 the Consultant's total liability to Ingleton Wood shall not exceed the Liability Cap.

9.10 This clause 9 shall survive termination of the Contract.

10. TERMINATION

10.1 Notwithstanding the provisions of clause 2.4, Ingleton Wood may terminate the Engagement with immediate effect without notice and without any liability to make any further payment to the Consultant (other than in respect of amounts accrued before the Termination Date) if at any time:

- (a) the Consultant commits any gross misconduct affecting the business of either Ingleton Wood or the Client;
- (b) the Main Contract terminates for any reason;
- (c) the Consultant commits any serious or repeated breach or non-observance of any of the provisions of this Contract or refuses or neglects to comply with any reasonable and lawful directions of Ingleton Wood;
- (d) the Consultant is, in the reasonable opinion of Ingleton Wood, negligent or incompetent in the performance of the Services;
- (e) the Consultant makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the Consultant;
- (f) the Consultant breaches the obligations contained in clause 3.8 to clause 3.9;
- (g) the Consultant commits any breach of Ingleton Wood's of the Client's policies and procedures; or
- (h) the Consultant commits any offence under the Bribery Act 2010.

10.2 The rights of Ingleton Wood under clause 10.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this Contract on the part of the Consultant as having brought the agreement to an end. Any delay by Ingleton Wood in exercising its rights to terminate shall not constitute a waiver of these rights.

11. OBLIGATIONS ON TERMINATION

11.1 On the Termination Date the Consultant shall,

- (a) immediately deliver to Ingleton Wood all original Confidential Information which is in its or his possession or under its control;
- (b) subject to Ingleton Wood's data retention guidelines, irretrievably delete any information relating to the business of Ingleton Wood or the Client stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its possession or under its control outside the premises of Ingleton Wood or the Client. For the avoidance of doubt, the contact details of business contacts made during the Engagement are regarded as Confidential Information, and as such, must be deleted from personal social or professional networking accounts; and
- (c) provide a signed statement that it or he has complied fully with its or his obligations under this clause 11, together with such evidence of compliance as Ingleton Wood may reasonably request.

12. DISPUTES

12.1 Complaints will be initially dealt with under the provisions of Ingleton Wood's Complaints Handling Policy, a copy of which is

available upon request.

12.2 If a dispute arises out of or in connection with this Contract or the performance, validity, or enforceability of it ("**Dispute**") then except as expressly provided in this Contract, the parties shall follow the procedure set out in this clause:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, a director of the Consultant and a director of Ingleton Wood shall attempt in good faith to resolve the Dispute;
- (b) if the director of the Consultant and the director of Ingleton Wood are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing ("**ADR notice**") to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 14 days after the date of the ADR notice.

12.3 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 20 which shall always apply.

12.4 If a dispute or difference arises under this agreement which either party wishes to refer to adjudication, the Scheme for Construction Contracts (England and Wales) Regulations 1998 (as amended) ("**the Scheme**") shall apply except that for the purposes of the Scheme the adjudicator nominating body shall be the Royal Institution of Chartered Surveyors.

13. STATUS

The relationship of the Consultant to Ingleton Wood will be that of independent contractor and nothing in this Contract shall render it an employee, worker, agent or partner of Ingleton Wood or the Client and the Consultant shall not hold itself out as such.

14. NOTICES

14.1 Any notice given to a party under or in connection with this Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at the address given in this Contract or as otherwise notified in writing to the other party.

14.2 Unless proved otherwise, any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the address given in this Contract or given to the addressee; and
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

14.3 If deemed receipt under clause 14.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 14.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

14.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

15. ENTIRE AGREEMENT

15.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

15.2 Each party acknowledges that in entering into this Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract.

15.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

15.4 Nothing in this clause shall limit or exclude any liability for fraud.

16. VARIATION

No variation of this Contract or of any of the documents referred to in it shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

18. THIRD PARTY RIGHTS

18.1 Except as expressly provided elsewhere in this Contract, a person who is not a party to this Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

18.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Contract are not subject to the consent of any other person.

19. GOVERNING LAW

This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

20. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).