



## CONSULTANCY SERVICES AGREEMENT



### CONSULTANCY SERVICES TERMS AND CONDITIONS

#### 1. Interpretation

1.1 The "Supplier" means the Numerical Algorithms Group Limited

DATE: \_\_\_\_\_ 20\_\_

CONSULTANT: ~~THE NUMERICAL ALGORITHMS GROUP LIMITED~~ (Co. No. 01249803), ~~the~~ whose registered office of which is at Wilkinson House, Jordan Hill Road, Oxford, OX2 8DR, UK and the "Customer" ("~~NAG~~", "~~we~~" or "~~us~~")

CUSTOMER: \_\_\_\_\_ [~~LIMITED~~] [~~PLC~~] (Co. No. \_\_\_\_\_) whose registered office or principal place of business is as referred to at \_\_\_\_\_ ("you")

PROJECT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SERVICES: ~~As described in the Order attached Schedule of Work~~  
1.2 The START DATE: \_\_\_\_\_  
20\_\_

DURATION: \_\_\_\_\_ [\_\_\_\_\_] days/weeks OR [\_\_\_\_\_] Person-Days

PRICE: \_\_\_\_\_ £ \_\_\_\_\_ exclusive of VAT

Style Definition: Heading 1

Style Definition: Heading 2: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0 cm + Indent at: 0 cm

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Confidential

~~Subject to the NAG terms and conditions for consultancy services~~

Signed on behalf of \_\_\_\_\_ Signed on behalf of \_\_\_\_\_

~~The Numerical Algorithms Group Limited: the Customer:~~

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Position: \_\_\_\_\_ Position: \_\_\_\_\_



## CONSULTANCY SERVICES AGREEMENT

### ~~SCHEDULE OF WORK~~

~~PROJECT:~~ \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

~~The Services:~~

~~Payment Terms:~~

~~Travelling Time:~~

~~Expenses:~~

~~Extended Warranty Period:~~

~~Extended Warranty Fee:~~

~~The Acceptance Criteria:~~

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~~Test Data and Facilities:~~

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## CONSULTANCY SERVICES AGREEMENT

### TERMS AND CONDITIONS FOR CONSULTANCY SERVICES

#### 1. DEFINITIONS & INTERPRETATION

1.1 In this Agreement, the following definitions and rules of interpretation in this clause will apply to these terms and conditions:

**“Agreement:”** the Contract Details and the SOW as detailed in the Order and these terms and conditions.

**the “Acceptance Date:”** the date on which the Customer accepts you accept the Deliverables or they are deemed to be accepted.

**“Business Day: any”** a day from Monday to Friday inclusive, excluding English other than a Saturday, Sunday or public holidays, as may be varied by the Supplier from time to time, holiday in England.

**the “Deliverables:”** any Services, software, documentation or any other products or materials the Supplier provides to the Customer we provide to you under this Agreement;

**Fee:** the total cost as specified in the Order, payable by the Customer to the Supplier under Clause 3.

**“Intellectual Property Rights:”** any patent, trademark, service mark, registered design, copyright, design right, right to extract or exploit information from a database, database right, know-how, confidential information or process, any application for any of the above and any other intellectual property right recognised in any part of the world, whether or not now existing or applied for, and all accrued rights of action in respect of any such rights.

**Order:** the order form setting out the Consultancy Services and Project to be provided by the Supplier to the Customer, as signed by both parties.

**“Person Day:”** a period of up to 7.5[8] hours in any 24 hour period on a Business Day.

**Services:** activities as set out in the the “SOW or as otherwise agreed in writing between both parties.

**SOW:”** the Schedule of Work as specified in the Order attached to this Agreement.

1.3 In this Agreement, the headings do not affect its interpretation, words in the singular include the plural and the opposite applies, a reference to one gender includes all other genders, words in the singular include the plural and the opposite applies and a reference to a “holding company” or a “subsidiary” means one as defined in section 1159 of the Companies Act 2006.

#### 2. ServicesSERVICES

2.1 The Customer engages the Supplier You engage us to provide the Services from the start date as specified in the Order Start Date on the terms of this Agreement.

2.2 Despite anything else in this Agreement, the Supplier we will not be obliged to do anything which, in the Supplier’s our reasonable opinion, may infringe the Intellectual Property Rights of any third party.

2.3 Both parties you and we will use reasonable endeavours to carry out their our respective obligations and tasks so as to allow the other a reasonable time to carry out its obligations and tasks.

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2.4 If either ~~party~~<sup>we or you</sup> becomes aware of the possibility of any delay or slippage, they will notify the other as soon as practicable.

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2.5 The terms of this Agreement shall apply to the ~~provision of Services and the Project~~ to the exclusion of any other terms that ~~the Customer seeks~~<sup>you seek</sup> to impose or incorporate or which are implied by custom or practice or course of dealing.

3.4 ~~The Customer~~<sup>You</sup> will also pay ~~the Supplier~~<sup>us</sup> for travelling time spent by ~~the Supplier~~<sup>our</sup> employees or consultants in connection with the Services as set out in the SOW or as otherwise agreed in writing between ~~both parties~~<sup>you and us</sup>.

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3. ~~Fees~~<sup>CHARGES</sup>

3.1 ~~The Customer~~<sup>You</sup> will pay ~~us~~<sup>the</sup> ~~Supplier~~<sup>the Fee</sup> ~~the Fee~~<sup>Price</sup> in accordance with the ~~Orders~~<sup>SOW</sup>, without any set-off, counter-claim or deduction. Each of ~~the Supplier~~<sup>our</sup> invoices ~~are~~<sup>is</sup> due and payable within 30 days ~~of the invoice~~<sup>after its</sup> date.

3.5 ~~The Customer~~<sup>You</sup> will reimburse ~~the Supplier~~<sup>us</sup> for all travel, subsistence and other expenses incurred by ~~the Supplier~~<sup>our</sup> employees or consultants in connection with the Services as set out in the SOW or as otherwise agreed in writing between ~~both parties~~<sup>you and us</sup>.

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3.2 All amounts payable under these terms and conditions shall be ~~the Price~~<sup>is</sup> exclusive of VAT or relevant local value added tax, sales tax (if any) which shall be paid, or similar taxes. ~~You will pay these~~ at the rate and in the manner ~~for the~~<sup>from</sup> time ~~being~~<sup>to</sup> time prescribed by law.

3.6 ~~The Supplier~~<sup>is</sup> ~~We are~~ not obliged to carry out any services except as specifically set out in the SOW, but if ~~the Supplier does~~<sup>carries</sup> ~~we do so, or if we carry~~ out any additional work because of any act, omission or delay on ~~the Customer's~~<sup>your</sup> part, ~~the Customer~~<sup>you</sup> will pay ~~the Supplier~~<sup>us</sup> for that work at ~~the Supplier's~~<sup>our</sup> then standard rates, and the terms and conditions of this Agreement will apply to that work.

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3.3 If ~~the Customer fails to make payment due to the Supplier under this agreement by the due date for payment, then, you are late paying~~ (without prejudice to our other rights and remedies, ~~the Customer shall pay~~<sup>we may charge</sup> interest on the ~~overdue amount outstanding (before and after any judgment), from the date or last date for payment of that amount to the actual date of payment (both dates inclusive)~~, at the rate of 5% per annum above the base ~~lending~~<sup>rate</sup> of Barclays Bank PLC in ~~force~~<sup>is</sup> from time to time. ~~Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer in force, compounded quarterly. You~~ will pay that interest

3.7 ~~The Supplier reserves~~<sup>We reserve</sup> the right to increase ~~the Supplier's~~<sup>our</sup> standard fee rates not more frequently than every ~~six~~<sup>6</sup> months, on giving ~~the Customer~~<sup>you</sup> not less than one month's prior written notice.

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4. ~~Testing and Acceptance~~

4. ~~TESTING AND ACCEPTANCE~~

4.1 ~~The Supplier~~<sup>We</sup> will give ~~the Customer~~<sup>you</sup> at least ~~seven~~<sup>7</sup> days' advance notice of the date on which

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the Supplier intends we intend to test the Deliverables. The Customer you will attend those tests.

reasonable skill and care in the performance of the Services that the Customer reports you report to the Supplier us, in writing, within the three months immediately following the Acceptance Date. The Supplier we will provide avoidance or remedial information, or re-perform the Services where necessary.

4.2 The Supplier we will test the Deliverables using the Acceptance Criteria included in the SOW. The Customer you will provide the Supplier us with all test data and facilities (if any) included in the SOW or which the Supplier we reasonably requires require to carry out the tests or if the Customer is to test ("Customer testing") the Deliverables using the Acceptance Criteria included in the SOW, the Customer must confirm acceptance or notify the Supplier of failure within a "testing period" of 30 consecutive days from the date the Supplier made the Deliverables available to the Customer for testing.

The three month period referred to above will be extended to the period of the Extended Warranty shown in the SOW if within one month after the Acceptance Date, the Customer pays you pay the Extended Warranty Fee shown in the Ordersow.

4.3 Acceptance will take place when the Deliverables pass the tests or, in the case of Customer testing that the testing period has passed with no communication from the Customer to the Supplier, or when the Customer begins you begin to use them in a live or production environment, that is, if the Customer uses you use them for any purpose except testing or evaluation, the Customer you will be deemed to have accepted the Deliverables.

5.2 Because of the nature of software, the Supplier we give no representation or warranty of uninterrupted or error-free running, or that all errors will or can be rectified.

4.4 If any Deliverable fails to pass the tests, the Customer you will allow the Supplier us a reasonable opportunity to correct errors and deficiencies and to carry out repeat tests. This process will be repeated as often as is necessary until the Supplier confirms we confirm to the Customer you that the Deliverables have passed the Supplier's our tests.

5.3 Because of the uncertainty of future events the Supplier we do not warrant that Supplier our forecasts, projections, advice or recommendations will be achievable. we give the same to address specific circumstances at the time. All information which the Supplier supplies we supply is given in good faith, but the Supplier does we do not warrant the accuracy or completeness of any information obtained from, or based on information obtained from, the Customer you or any third party. It is not within the scope of the Supplier's our obligations to enquire as to, or to verify, the accuracy or completeness of that information.

5. Warranties WARRANTIES

5.1 The Supplier we will investigate any error in any Deliverable or any failure on the Supplier's our part to take

5.4 The express warranties and undertakings given by the Supplier us in this Agreement are in lieu of all other warranties, conditions, terms, undertakings and obligations whether express or implied by statute, common law, custom, trade usage,

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course of dealing or otherwise, all of which are excluded to the fullest extent the law allows.

6.2 Where the Services involve any enhancement or modification to the Customer's proprietary software or the creation of any work based on the Customer's proprietary software:

6. PROPRIETARY RIGHTS

6.1 Where the Services involve any enhancement or modification to the Supplier's proprietary software or the creation of any work based on the Supplier's proprietary software:

6.1.1 the Intellectual Property Rights in the Deliverables and in all software, documentation and other materials prepared in the course of rendering the Services or relating to the Deliverables are, as between both parties reserved to the Supplier. The Supplier may grant licences to use them to third parties. If any of those Intellectual Property Rights vests in the Customer or in the Customer's employees or contractors the Customer will, on the Supplier's request and in consideration of the Supplier's payment of £1.00, assign those rights, or procure the assignment of those rights, to the Supplier.

6.2.1 the Intellectual Property Rights in the Deliverables will belong to the Customer;

6.2.2 the Supplier may re-use any concept, know-how, technique or expertise used, gained or developed in producing the Deliverables in other projects and when providing services to other customers; and

6.2.3 the Supplier reserves their rights to their pre-existing skills, know-how, expertise, experience and methodologies and to any software tools, underlying code or other aids the Supplier brings to the Project.

6.3 If the Customer makes or has anyone else make any modification to any Deliverable, the Supplier will have no further liability or responsibility for that Deliverable, will be released from any obligation to provide any service in respect of that Deliverable, and will be entitled to raise additional charges in return for any services which the Supplier do so provide.

6.1.2 the Customer will give the Supplier any assistance they may reasonably require to enable the Supplier to obtain, defend and enforce the Intellectual Property Rights in the Deliverables and in all software, documentation and other materials reserved to the Supplier in Clause 6.1.1 above; and

6.4 The Customer will notify the Supplier immediately if the Customer becomes aware of any unauthorised use of the Supplier's Intellectual Property Rights. The Supplier may, at any time, check that the Customer's use of the Supplier's software is in accordance with this Agreement and any licence granted to the Customer. The Supplier may enter any of the Customer's premises (and the Customer irrevocably license the

6.1.3 in return for the payment of the Fee, the Supplier will grant to the Customer a non-exclusive and non-transferable licence to use the Deliverables on the terms of the Supplier's standard software licence.

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~~7.6.7.6~~ On the termination or expiry of this Agreement you will pay us all outstanding invoices and for all work done before termination and for all expenses we have incurred or have agreed to incur in connection with any work done, or to be done, for you and for the cost of allocated resources, which we are unable to allocate to other projects.

~~7.7~~ No refund of any charges, fees or expenses paid in advance will be made on the termination or expiry of this Agreement.

~~7.7~~ ~~Clauses~~ ~~Conditions~~ 1, 3, 5.2, 5.3, 5.4, 6, 7.2 to 7.7, ~~8~~, 10.2, 11, 12, 13, 14, 16, 17 and 18 will survive the termination or expiry of this Agreement or the completion of the Services and continue indefinitely.

~~8.~~ ~~Delays~~~~DELAYS~~

~~8.1~~ ~~Neither party shall be~~ ~~Despite anything else contained in breach of this~~ Agreement, ~~neither we~~ nor ~~you will be~~ liable for any delay in performing, or failure to perform, ~~any of its~~ obligations (except an obligation to pay) ~~under this Agreement if such~~ ~~delay caused by an event or failure result from events, circumstances or causes~~ beyond its ~~reasonable control~~ ("~~force majeure~~"). ~~In such~~ ~~circumstances~~ ~~(including, without limitation, any act or omission on the~~ ~~affected part of the other party or on the~~ ~~part of any third party shall)~~ (an "~~FM-Event~~"), ~~and will be entitled to~~ ~~granted~~ a reasonable extension of ~~the time for performing such~~ ~~the performance of its~~ obligations. The reasonableness of that extension is to be assessed not only in the context of the Project but also in the context of the ~~parties'~~ ~~parties'~~ other commitments. If the ~~period of force majeure~~ ~~FM Event~~ continues for ~~six months, the~~ ~~90 days,~~ ~~either party not affected may~~ terminate this Agreement ~~by~~ ~~giving~~ ~~30 days' written~~ ~~71 days'~~ notice ~~to the~~ ~~affected party~~ (provided the ~~force~~

~~majeure does not end during such~~ ~~notice period).~~

~~8.2~~ ~~The Supplier~~ ~~We~~ will endeavour to comply with any timetable or dates which ~~the Supplier has~~ ~~we have~~ given to ~~the Customer~~ ~~you~~, for the performance of the Services and the supply of the Deliverables, but these are estimates only, and ~~the~~ ~~Supplier~~ ~~we~~ will not be liable for any delay or failure to supply or perform in accordance with that timetable or those dates.

~~9.~~ ~~Representatives~~~~REPRESENTATIVES~~

~~9.1~~ ~~Both parties~~ ~~We and you~~ will each appoint a person who will act as its respective representative for the purposes of this Agreement. That representative will be authorised to take decisions on behalf of the appointor and will be responsible for providing any information which may be required by the other party to perform its obligations under this Agreement.

~~9.2~~ ~~Representative details~~ ~~Each party will~~ ~~be set out in the Order and~~ ~~each~~ ~~immediately notify the other of the name,~~ ~~telephone number, fax number and e-mail~~ ~~address of its representative and of any~~ ~~change in the identity or the contact~~ ~~details will be sent in writing to the~~ ~~other party within five Business Days~~ ~~of the change~~ ~~of its representative.~~

~~10.~~ ~~The Customer's Facilities~~~~THE~~ ~~CUSTOMER'S FACILITIES~~

~~10.1~~ ~~The Customer~~ ~~You~~ will: provide ~~the~~ ~~Supplier~~ ~~us~~, free of charge, with ~~or~~ access to all information, software, equipment, materials, documentation, resources and facilities that ~~the Supplier~~ ~~we~~ reasonably ~~requests~~ ~~request~~ to enable ~~them~~ ~~us~~ to provide the Deliverables and the Services; obtain any

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necessary third party consents; ensure that Customer~~you~~ staff, contractors and other suppliers cooperate~~co-operate~~ with the Supplier~~us~~ and cause no delay; and where any information, decision, consent, authority, permission or agreement is required of the Customer~~you~~, provide it promptly and so as not to delay the Project.

the death or injury of anyone caused by our negligence, or for any fraud or any other liability which cannot be excluded or limited by applicable law,

11.2 the Supplier shall not ~~Despite anything else contained in any circumstances~~ have any liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

- (i) special damage even if the Supplier was aware of the circumstances in which such special damage could arise;
- (ii) this Agreement, we will not be liable for ~~loss of profits;~~
- (iii) loss of ~~anticipated~~ savings;
- (iv) loss of use, ~~loss of business or sales, loss of opportunity;~~
- (v) loss of sales or contracts;
- (vi) loss of goodwill;
- (vii) loss or ~~corruption~~ ~~spoiling of data, loss of contracts, or for any indirect or consequential loss, whether arising from negligence, or breach of contract, or in any other way, and whether or not foreseeable by us.~~

10.2 If the Supplier's~~our~~ performance of Services is prevented or delayed by the Customer's~~your~~ failure to perform any obligation in Clause~~clause~~ 10.1 ("Customer Default"), the Supplier~~we~~ shall have the right to suspend the provision of the Services until the Customer Default is rectified to the Supplier's~~our~~ satisfaction, the Supplier~~we~~ shall not be liable for any lost, expense or losses sustained or incurred by the Customer~~you~~ and, on Supplier~~our~~ request, the Customer~~you~~ will reimburse the Supplier~~us~~ for any cost, expense or losses suffered or incurred by the Supplier~~us~~ due directly or indirectly to the Customer Default.

10.3 Whilst any of the Supplier's~~our~~ employees or consultants are working on the Customer's~~your~~ premises, the Customer~~you~~ will ensure the health and safety of those people, and the Customer~~you~~ will indemnify the Supplier~~us~~ against all losses, damages and expenses incurred or suffered in connection with any claim made in respect of any injury, death or loss suffered by those employees or consultants as a result of working on the Customer's~~your~~ premises.

11.3 The total~~our~~ liability of the Supplier, whether in contract, or tort (- including but not limited to negligence), or otherwise arising in any other way, and whether in connection with this Agreement or any collateral contract, shall in no circumstances exceed a sum equivalent to the lower of 300% the Fee payable~~or not foreseeable~~ by the Customer~~us~~ will be limited (a) in

11. Limits of Liability LIABILITY  
11.1 Nothing in this Agreement limits or excludes the Supplier's~~our~~ liability for

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13.2 No addition to or modification of this Agreement will be binding on either party unless recorded in writing and signed by a duly authorised representative of each party.	The headings to these Conditions are for ease of reference only, and do not affect the interpretation or construction of this Agreement.	<p>Formatted: Space Before: 6 pt, After: 3 pt</p> <p>Formatted: Font: (Default) Calibri, 11 pt</p> <p>Formatted: Space Before: 6 pt, After: 3 pt</p>
<b>14. Assignment and Third Party Rights</b> <del>14. ASSIGNMENT AND THIRD PARTY RIGHTS</del>	<b>17. Law and Dispute Resolution</b> <del>LAW AND DISPUTE RESOLUTION</del>	<p>Formatted: Font: (Default) Calibri, 11 pt</p>
14.1 Neither party may assign, or transfer this Agreement or any of its rights or obligations under it, whether in whole or in part, without first obtaining the other's written consent.	17.1 This Agreement is governed by, and is to be construed in accordance with, the laws of England and Wales. Subject to <del>Clauses</del> <i>Conditions</i> 17.2 and 17.3 below, the English Courts will have exclusive jurisdiction to deal with any dispute that arises in connection with this Agreement.	<p>Formatted: Normal, Space Before: 6 pt, After: 3 pt</p> <p>Formatted: Font: (Default) Calibri, 11 pt</p> <p>Formatted: Font: (Default) Calibri, 11 pt</p> <p>Formatted: Heading 1, Indent: Left: 0 cm</p> <p>Formatted: Space Before: 6 pt, After: 3 pt</p>
14.2 No third party is entitled to the benefit of this Agreement under the Contracts (Rights of Third Parties) Act 1999 or otherwise.	17.2 If any such dispute does arise, the parties will, within 10 days after receipt of a written request from either party, meet in an effort to resolve the dispute without recourse to legal proceedings, and will appoint, on the request of either party, a neutral advisor. If considered appropriate, either party may, at any stage, seek assistance from CEDR ( <i>Centre for Effective Dispute Resolution</i> ) to appoint such an advisor and to provide guidance on a suitable procedure.	<p>Formatted: Font: (Default) Calibri, 11 pt, Bold, Italic</p> <p>Formatted: Font: (Default) Calibri, 11 pt</p> <p>Formatted: Normal, Space Before: 6 pt, After: 3 pt, Widow/Orphan control</p> <p>Formatted: Font: (Default) Calibri, 11 pt</p> <p>Formatted: Space Before: 6 pt, After: 3 pt</p>
<b>15. Notices</b> <del>NOTICES</del>	<i>(Centre for Effective Dispute Resolution)</i>	<p>Formatted: Font: (Default) Calibri, 11 pt</p>
15.1 All notices to be given under this Agreement must be in writing and be sent to the registered office or principal place of business of the intended recipient or to any other address that the intended recipient has designated by notice given in accordance with the provisions of this <del>Clause</del> <i>Condition</i> 15.	Unless concluded with a written legally binding agreement, all negotiations connected with the dispute will be conducted in confidence and without prejudice to either party's rights in any future proceedings.	<p>Formatted: Font: (Default) Calibri, 11 pt</p> <p>Formatted: Normal, Indent: Left: 0 cm, Space Before: 6 pt, After: 3 pt, Widow/Orphan control</p> <p>Formatted: Font: (Default) Calibri, 11 pt</p> <p>Formatted: Font: (Default) Calibri, 11 pt, Bold, Italic</p> <p>Formatted: Font: (Default) Calibri, 11 pt</p>
15.2 Any notice may be delivered personally, or by first-class pre-paid letter, or by email, and will be deemed to have been served: if by hand, when delivered; if by first-class post, 48 hours after posting; and if by email, immediately on transmission, provided the sender does not receive a non-delivery message.	If the parties reach agreement on the resolution of the dispute, that agreement will be recorded in writing and, once it has been signed by their respective duly authorised representatives, it will be binding on the parties.	<p>Formatted: Font: (Default) Calibri, 11 pt, Bold, Italic</p> <p>Formatted: Font: (Default) Calibri, 11 pt</p> <p>Formatted: Normal, Indent: Left: 0 cm, Space Before: 6 pt, After: 3 pt, Widow/Orphan control</p> <p>Formatted: Font: (Default) Calibri, 11 pt</p> <p>Formatted: Font: (Default) Calibri, 11 pt</p> <p>Formatted: Font: (Default) Calibri, 11 pt</p>
<b>16. Headings</b> <del>HEADINGS</del>	If the parties fail to reach agreement within 90 days after either party registered that a neutral advisor be appointed, the dispute may be referred by either party to the English	<p>Formatted: Font: (Default) Calibri, 11 pt, Bold, Italic</p> <p>Formatted: Font: (Default) Calibri, 11 pt</p> <p>Formatted: Font: (Default) Calibri, 11 pt</p> <p>Formatted: Font: (Default) Calibri, 11 pt</p> <p>Formatted: Font: (Default) Calibri, 11 pt</p> <p>Formatted: Font: (Default) Calibri, 11 pt, Bold, Italic</p> <p>Formatted: Font: (Default) Calibri, 11 pt</p> <p>Formatted: Font: (Default) Calibri, 11 pt</p> <p>Formatted: Heading 1, Indent: Left: 0 cm</p>



Courts unless, within that period, the parties agree to refer the matter to arbitration before an arbitrator whose method of appointment is agreed between them.

18.2 Although we will endeavour to maintain the continuity of our personnel involved in providing the Services, we reserve the right to determine which of our employees and consultants performs the Services.

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17.3 Nothing in this Agreement will restrict or prevent either of the parties from applying to any court (whether in England or elsewhere) for injunctive relief.

18.3 Neither party may, either during the period when we are providing the Services, or for ~~six~~ months afterwards, without first obtaining the other's written consent:

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17.4 If any provision of this Agreement is, for any reason, held to be unenforceable, illegal or invalid, it will not affect any other provisions; they will continue in full force and effect. This Agreement is then to be construed as if that unenforceable, illegal or invalid provision had never been contained in this Agreement. The parties will use reasonable endeavours to agree valid and enforceable terms to replace those unenforceable, illegal or invalid provisions in order to meet, so far as is possible, their original intentions.

18.3.1 solicit, or endeavour to entice away from, or discourage from being employed or engaged by the other, anyone who is or has been involved in the Project; or

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18.3.2 employ, engage or endeavour to employ or engage anyone who is employed or engaged by the other and is or has been involved in the Project.

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**18. Partnership and Staff**~~PARTNERSHIP AND STAFF~~

**This Agreement will be legally binding on the Supplier and the Customer on the date on which the Order for the relevant Services is signed by both parties.**

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18.1 Nothing in this Agreement evidences or implies any partnership or joint venture between the parties or the relationship between them of principal and agent.

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