

BARBOURNE BROOK LIMITED

**Terms & Conditions of Business
for the Supply of Consultancy Services**

These Terms and Conditions for the Supply of Consultancy Services constitute Version 2, effective as of 1 February 2026. This version supersedes all previous versions. The immediately preceding version was Version 1, [Version 1 can be viewed here](#), which is hereby withdrawn and replaced in its entirety by this document

1 Definitions and interpretation

1.1 In these Conditions, the following definitions apply:

Affiliate	means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;
Applicable Law	means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national or international in any relevant jurisdiction;
Background Materials	means all materials, works, documents, data, information, software, templates, training materials, methodologies, frameworks, tools, processes, know-how and Intellectual Property Rights owned by or licensed to the Consultant (or the Consultant Personnel) prior to the commencement of the Services, or developed independently of the Services, including any adaptations or developments of the same;
Bribery Laws	means the Bribery Act 2010 and all Applicable Laws in connection with bribery or anti-corruption;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday in England;
Change Order	means any agreed variation to the Services, Deliverables, timetable, Specification or Fees, whether set out in a formal change order document or agreed by email or other written correspondence between the parties;

Conditions	means the Consultant's terms and conditions of supply set out in this document;
Confidential Information	means any commercial, financial or technical information, information relating to the Services, plans, including but not limited to Proposals and Change Orders, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by a party in performing its obligations under, or otherwise pursuant to, the Contract;
Contract	means the agreement between the Consultant and the Company for the supply and purchase of Services incorporating these Conditions and the Proposal, any agreed Change Orders and including all their respective schedules, attachments, annexures and statements of work;
Control	has the meaning given to it in section 1124 of the Corporation Tax Act 2010 and Controls , Controlled and under common Control shall be construed accordingly;
Company	means the named party in the Contract which has agreed to purchase the Services from the Consultant and whose details are set out in the Proposal;
Consultant	means Barbourne Brook Limited, a company registered in England and Wales with company number 09169729 whose registered office is Hop Merchants, 21 Sansome Street, Worcester WR1 1UH;
Consultant Personnel	means all employees, officers, staff, other workers, agents and consultants of the Consultant, its Affiliates and any of their sub-contractors who are engaged in the performance of the Services from time to time;

Data Protection Legislation	<p>means all applicable laws and regulations relating to the processing of personal data and privacy, including:</p> <ul style="list-style-type: none"> (a) the UK GDPR; (b) the Data Protection Act 2018; (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (d) any guidance, codes of practice or binding decisions issued by the Information Commissioner’s Office, <p>in each case as amended, extended, re-enacted or replaced from time to time;</p>
Documentation	<p>means any descriptions, instructions, manuals, literature, technical details or other related materials supplied in connection with the Services;</p>
Fee	<p>Fee has the meaning set out in clause 4.1;</p>
Fixed Fee	<p>means a fixed fee agreed in advance for the provision of specified Services, as expressly set out in the Proposal or a Change Order;</p>
Force Majeure	<p>means an event or sequence of events beyond a party’s reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving the Consultant’s or its Consultants’ workforce, but excluding the</p>

Company's inability to pay or circumstances resulting in the Company's inability to pay;

Intellectual Property Rights

means copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get-up, rights in goodwill, rights in software, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future;
- (e) to which the relevant party is or may be entitled, and
- (f) in whichever part of the world existing;

Location

means the address or addresses for performance of the Services as set out in the Proposal, which may include remote or virtual delivery, or such other address or addresses as notified by the Consultant to the Company at least five Business Days prior to commencement of the Services;

Modern Slavery Policy

means the Consultant's anti-slavery and human trafficking policy in force and notified to the Company from time to time and available to the Company at [Barbourne Brook's Modern Slavery Policy](#);

MSA Offence

has the meaning given in clause 12.2.1;

Proposal

means the written proposal for the Services issued by the Consultant to the Company, setting out the Specification, Fees and any specific terms

applicable to the Services, which is accepted by the Company in accordance with these Conditions;

Reclaim Services

means the services provided by the Consultant to the Company in connection with the recovery of duties, taxes, or other charges previously paid to HM Revenue & Customs (**HMRC**) in relation to the importation of goods. Such services may include, but are not limited to, identifying overpayments, erroneous payments, or payments made under circumstances where relief, exemption, or refund is applicable, and assisting with the preparation and submission of claims in accordance with applicable laws, regulations, and procedural requirements;

Services

means the Services set out in the Proposal and any Change Order, including any Reclaim Services, to be performed by the Consultant for the Company in accordance with the Contract;

Specification

means the description or Documentation provided for the Services set out or referred to in the Proposal and any Change Order;

VAT

means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services; and

Work

means only those materials, documents or reports expressly identified in a Proposal or a Change Order as deliverables and specifically created for the Company by the Consultant in the course of providing the Services, excluding in all cases:(a) any Background Materials;

(b) any training materials, training content, operating or training manuals, guidance notes, methodologies or learning materials, whether provided during or after the Services;

(c) proprietary software, code, tools, templates, methodologies, frameworks, processes or know-how of the Consultant (whether existing prior to the Services or developed independently of the Services);

(d) any software, code, libraries or components licensed from third parties, including open-source software, which shall remain subject to their applicable licence terms; and

(e) any improvements, modifications or derivative works of the materials described in paragraphs (a) to (d).

1.2 In these Conditions, unless the context requires otherwise:

1.2.1 a reference to the Contract includes these Conditions, the Proposal, and their respective schedules, appendices and annexes (if any);

1.2.2 any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;

1.2.3 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;

1.2.4 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;

1.2.5 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;

1.2.6 a reference to a gender includes each other gender;

1.2.7 words in the singular include the plural and vice versa;

1.2.8 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

- 1.2.9 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;
- 1.2.10 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under the Contract;
- 1.2.11 a reference to legislation includes all subordinate legislation made from time to time under that legislation; and
- 1.2.12 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

2 Application of these conditions

- 2.1 These Conditions apply to and form part of the Contract between the Consultant and the Company. They supersede any previously issued terms and conditions of purchase or supply.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Company's purchase conditions, acceptance of a Proposal or Change Order, confirmation of Proposal or Change Order, specification or other document shall form part of the Contract except to the extent that the Consultant otherwise agrees in writing.
- 2.3 No variation of these Conditions or to a Proposal or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of the Consultant and the Company respectively, save that any Change Order may be agreed in accordance with the provisions of clause 3.
- 2.4 Each Proposal issued by the Consultant constitutes an invitation to the Company to accept the supply of the Services in accordance with these Conditions.
- 2.5 A Proposal may be accepted by the Company electronically, by signing and returning the Proposal, by written confirmation (including by email), or by conduct, including by requesting the Consultant to commence the Services.
- 2.6 A legally binding contract shall arise only when the Consultant confirms acceptance of the Company's acceptance of the Proposal in writing, or commences performance of the Services, whichever occurs first.

- 2.7 The Consultant reserves the right, at its discretion, to withdraw or decline to proceed with a Proposal at any time prior to confirmation of acceptance in accordance with clause 2.6.
- 2.8 Any withdrawal or non-acceptance by the Consultant of a Proposal, including any accompanying communication, shall not constitute a counter-offer capable of acceptance by the Company.
- 2.9 Marketing and other promotional material relating to the Services are illustrative only and do not form part of the Contract.
- 2.10 Any terms set out in a Proposal or Change Order shall apply in addition to these Conditions. In the event of any conflict or inconsistency, the order of precedence set out in clause 2.11 shall apply.
- 2.11 In the event of any conflict or inconsistency between the documents forming the Contract, the following order of precedence shall apply (in descending order of priority):
- i. any Change Order;
 - ii. the Proposal; and
 - iii. these Conditions.

3 Change Orders

- 3.1 The Company may request changes to the Services, Deliverables, Specification, timetable or Fees by submitting a written request to the Consultant (including by email) (a **Change Order Request**).
- 3.2 The Consultant shall have no obligation to consider, accept or implement any Change Order Request and may, in its absolute discretion, decline the request or propose revised terms, including revised Fees, milestones, delivery dates or Specification.
- 3.3 Any Change Order shall, once accepted, form part of the Contract and shall be subject to these Conditions unless expressly stated otherwise.
- 3.4 No Change Order shall be effective unless and until it is expressly accepted in writing by the Consultant (including by email). Silence, delay, partial performance or continuation of the Services shall not constitute acceptance of a Change Order.
- 3.5 Until a Change Order has been expressly accepted by the Consultant in accordance with clause 3.4, the Consultant shall be entitled to continue performing the Services

strictly in accordance with the existing Contract and shall have no obligation to implement any requested changes.

- 3.6 The Consultant shall not be liable for any delay in the performance of the Services, any failure to meet milestones or deadlines, or any additional costs incurred by the Company, to the extent arising from:
- 3.6.1 any Change Order Request;
 - 3.6.2 discussions or negotiations relating to a proposed Change Order; or
 - 3.6.3 the Company's delay or failure to approve, reject or respond to any proposed Change Order.
- 3.7 Where the Consultant agrees to implement a Change Order, the Consultant may require payment of additional Fees in advance and may suspend performance of the affected Services until such payment is received.

4 Fee

- 4.1 The Fee payable by the Company for the Services shall include any Fixed Fees and shall be as set out in the Proposal or, where no such provision is set out, shall be as advised by the Consultant from time to time before the date the Proposal is placed (the **Fee**). Where any Services are expressly stated to be provided on a Fixed Fee basis, such Fixed Fee shall apply only to those Services and for the period expressly stated. The Fee shall also include any commission payable to the Consultant in respect of Reclaim Services, which shall be calculated in accordance with the details provided in the Proposal and paid in accordance with the terms set out in these Conditions.
- 4.2 The Fees are exclusive of VAT (or equivalent sales tax).
- 4.3 The Company shall pay any applicable VAT to the Consultant on receipt of a valid VAT invoice.
- 4.4 The Consultant may increase the Fees annually by giving the Company not less than 20 Business Days' notice in writing. Any agreed fixed fee shall apply only to the specific Services and period expressly stated and shall not be subject to increase during that period. Upon completion or expiry of the relevant fixed-fee Services, the Consultant's then-current Fees shall apply.
- 4.5 Notwithstanding clause 4.4, the Consultant may by written notice to the Company, increase the Fees with effect from the date specified in the notice to the extent reasonably necessary to reflect any increase in the direct cost to the Consultant of

supplying the relevant Services which is due to any factor beyond the reasonable control of the Consultant.

4.6 The Consultant shall be entitled to receive any commission due in respect of Reclaim Services provided under this Contract notwithstanding the expiry or termination of the Contract, provided that:

4.6.1 the Reclaim Services were performed, or the Consultant's entitlement to commission otherwise arose, during the term of the Contract; and

4.6.2 prior to the expiry or termination of the Contract, the Consultant has identified and quantified the relevant potential claim.

4.7 Any Services performed by the Consultant outside the agreed Specification of the Contract, whether at the Company's request or with its knowledge, shall be chargeable at the Consultant's then-current rates unless expressly agreed otherwise in writing.

4.8 Where this Contract is terminated in accordance with clause 21, the Consultant shall be entitled to payment, on a pro rata basis, for all Services provided on a Fixed Fee basis which have been properly performed up to the effective date of termination, together with:

4.8.1 all costs and expenses incurred by the Consultant up to the date of termination; and

4.8.2 any non-cancellable or unavoidable commitments, costs or expenses reasonably incurred by the Consultant in connection with the Services provided on a Fixed Fee basis.

4.9 Acceptance of the Fee by the Consultant will be without prejudice to any claims or rights which the Consultancy may have against the Company and will not constitute any admission by the Consultancy under the Contract.

5 Payment

5.1 The Consultant shall invoice the Company for the Services, partially or in full, at any time following acceptance of the Proposal and any Change Order.

5.2 The Company shall pay all invoices:

5.2.1 in full without deduction or set-off and without any deduction for tax, National Insurance contributions (NICs) or otherwise, in cleared funds within 30 days of the date of each invoice; and

- 5.2.2 to the bank account nominated by the Consultant.
- 5.3 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:
- 5.3.1 the Consultant may, without limiting its other rights, charge interest on such sums at 8% a year above the base rate of Bank of England from time to time in force; and
- 5.3.2 interest shall accrue on a daily basis and apply from the due date for payment until actual payment in full, whether before or after judgment.
- 5.4 In the event that the Contract is terminated or expires, the Company shall remain liable to pay all amounts due to the Consultant under the Contract as at the effective date of termination or expiry.
- 5.5 Without prejudice to clause 5.4, the Company shall remain liable to pay the Consultant:
- 5.5.1 any commission due in respect of Reclaim Services, including but not limited to claims submitted to HMRC prior to the termination or expiration date, or claims arising from work performed by the Consultant during the term of the Contract; and
- 5.5.2 any amounts payable in accordance with clause 4.8 which shall, upon receipt of an invoice, become immediately due and payable following termination, and any advance or staged payments already made shall be credited against the sums due under this clause.
- 5.6 Any commission due in respect of Reclaim Services shall be paid to the Consultant within 14 days of the Company's receipt of written notification from HMRC confirming the amount of the relevant reclaim.
- 5.7 For the avoidance of doubt, where the Proposal includes payment terms which differ from this clause 5, such payment terms shall take precedence over this clause. Where a Change Order includes payment terms which differ from those set out in the Proposal or this clause 5, the payment terms in the Change Order shall take precedence.

6 Credit limit

The Consultant may set and vary credit limits from time to time and withhold all further supplies if the Company exceeds such credit limit.

7 Income tax and National Insurance contributions

The Consultancy will, as far as is required by law, be responsible for and will account to the appropriate authorities for all income tax liabilities and NICs in respect of the Fee and/or expenses paid in respect of the Services. The Consultancy acknowledges that the Company will not be operating PAYE or making or deducting any NICs in respect of the provision of the Services and the Fee payable under the Contract.

8 Performance

- 8.1 The Services shall be performed by the Consultant at the Location.
- 8.2 The Proposal shall be deemed to have been completed on completion of the performance of the Services in accordance with the Proposal.
- 8.3 The Consultant may perform the Services in instalments. Any delay or defect in an instalment shall not entitle the Company to cancel any other instalment.
- 8.4 Each performance of the Services may be documented by the Consultant in a written record of the Services (which may include a statement of work, report, timesheet, email confirmation or similar document), stating:
- 8.4.1 the date of the relevant Proposal;
 - 8.4.2 the relevant Company and Consultant details;
 - 8.4.3 a description of Services performed; and
 - 8.4.4 any agreed assumptions, dependencies or special instructions.
- 8.5 Time of performance of the Services is not of the essence. The Consultant shall use its reasonable endeavours to meet estimated dates for performance, but any such dates are indicative only.
- 8.6 The Consultant may use another person, firm, company or organisation to perform any administrative, clerical or secretarial functions that are incidental to the provision of the Services.
- 8.7 The Company shall ensure that any training provided by or on behalf of the Consultant to the Company in relation to the Consultant's Software is delivered only by individuals who have been trained and authorised by the Consultant to provide such training, and that such training and authorisation is kept up to date by completing refresher training at least once every twelve months and additionally following any material

development, update or change to the Software as notified and required by the Consultant.

- 8.8 The Company shall not permit any individual to deliver training where that individual's authorisation has lapsed, been suspended or withdrawn by the Consultant.
- 8.9 The Consultant will provide personal instruments and/or equipment and/or computer equipment necessary for the provision of the Services, and the Consultancy will be liable, at its own cost, to keep any such personal instruments and/or equipment and/or computer equipment in a safe and proper operating condition.
- 8.10 The Consultant shall not be liable for any delay in performing, or failure to perform, the Services directly or indirectly caused or contributed to by:
- 8.10.1 the Company's failure to make available any agreed Location, systems, personnel or access required for performance of the Services (including remote or electronic access);
 - 8.10.2 the Company's failure to ensure that any such Location, systems or access are suitable and prepared for the performance of the Services;
 - 8.10.3 the Company's failure to provide the Consultant with accurate, complete and timely information, instructions, approvals or decisions reasonably required for the performance of the Services;
 - 8.10.4 the Company's failure to comply with any of its obligations under the Contract;
 - 8.10.5 the Company's negligence or other unlawful act or omission; or
 - 8.10.6 Force Majeure.

9 Warranty

- 9.1 The Company warrants that it has provided, and shall continue to provide, the Consultant with all information, instructions and materials reasonably required for the performance of the Services and that all such information is accurate, complete and not misleading.
- 9.2 Subject to clause 9.4, the Consultant warrants only that the Services shall be performed with reasonable care and skill within the meaning of section 13 of the Supply of Goods and Services Act 1982.
- 9.3 The Consultant does not warrant that the Services will:
- 9.3.1 achieve any particular result or outcome;

- 9.3.2 be fit for any specific purpose of the Company; or
 - 9.3.3 meet the Company's expectations, objectives or requirements unless expressly agreed in writing in a Proposal.
- 9.4 The Consultant shall have no liability for any failure of the Services to comply with clause 9.2 to the extent such failure is directly or indirectly caused or contributed to by:
- 9.4.1 any breach by the Company of the Contract;
 - 9.4.2 the Company's negligence, delay or other act or omission;
 - 9.4.3 any reliance by the Consultant on information, instructions or materials supplied by or on behalf of the Company;
 - 9.4.4 any decision, implementation or action taken by the Company or any third party; or
 - 9.4.5 a Force Majeure Event.
- 9.5 To the fullest extent permitted by applicable law and subject to clause 16.5:
- 9.5.1 all conditions, warranties and terms, whether express or implied by statute, common law or otherwise (including any implied terms as to quality, fitness for purpose, correspondence with description, or ability to achieve a particular result) are excluded; and
 - 9.5.2 the Consultant makes no representations or warranties in relation to the Services other than those expressly set out in this clause 9.
- 9.6 Subject to clause 16.5, the Consultant shall, at its option, remedy, re-perform or refund the Fee of any Services that do not comply with clause 9.2, provided that the Company serves a written notice on the Consultant within 30 days of performance of the relevant Services stating that some or all of the Services do not comply with clause 9.2 and identifying in sufficient detail the nature and extent of the defect.
- 9.7 The Consultant shall not be liable for any breach of clause 9.2 (and clause 9.6 shall not apply) where the breach is directly or indirectly caused or contributed to by:
- 9.7.1 a breach by the Company of any of its obligations under the Contract;
 - 9.7.2 the Company's negligence or other unlawful act or omission;
 - 9.7.3 Force Majeure; or

- 9.7.4 any design, specification or requirement of the Company.
- 9.8 Subject to clause 16.5, clause 9.6 sets out the Company's sole and exclusive remedies (howsoever arising, whether in contract, tort, negligence or otherwise) for any breach of clause 9.2.
- 9.9 The Company warrants, represents and undertakes that:
- 9.9.1 all HMRC reports provided to the Consultant shall be supplied in their original, complete and unaltered form, and shall not be amended, edited, redacted or otherwise manipulated;
 - 9.9.2 all data, information and materials provided to the Consultant in connection with the Services shall be accurate, complete, up to date and not misleading;
 - 9.9.3 it shall promptly notify the Consultant upon becoming aware of any error, inaccuracy, omission or issue in any HMRC report or other data which may affect the provision of the Services; and
 - 9.9.4 any third party providing data, information or materials on the Company's behalf complies with the obligations set out in this clause as if it were the Company.
- 9.10 The Company acknowledges and agrees that:
- 9.10.1 the Consultant shall be entitled to rely on all HMRC reports and other data provided by or on behalf of the Company without independent verification, and shall have no obligation to detect any alteration, omission or inaccuracy; and
 - 9.10.2 nothing in this Contract shall require the Consultant to provide or continue to provide the Services where the Consultant reasonably believes that any HMRC report or other data provided is incomplete, inaccurate, misleading or has been altered.
- 9.11 Any breach of the warranties in clause 9.9 and any breach of 9.10 shall be deemed a material breach of the Contract and shall entitle the Consultant, without prejudice to its other rights and remedies, to suspend the Services and/or terminate the Contract in accordance with clause 21.

10 Intellectual property rights

- 10.1 No Intellectual Property Rights of either party are transferred or licensed as a result of the Contract, except as set out in this clause 10.

- 10.2 Subject to clauses 9.3 and 9.4, in consideration of payment of the Fees in full, the Consultant assigns to the Company, by way of present assignment of existing rights and agreement to assign future rights, all Intellectual Property Rights in the Work for the full term of such rights and any renewals with effect from the date on which all invoices due to be submitted in accordance with clause 5.1 in respect of the Services have been paid.
- 10.3 The assignment under clause 10.2 shall apply only to the Work and shall not extend to any materials or rights excluded from the definition of Work.
- 10.4 For the avoidance of doubt, no Intellectual Property Rights in the Consultant's Background Materials are assigned or transferred to the Company under this Contract.
- 10.5 The Company acknowledges that the Consultancy provides no warranties whatsoever in relation to the Intellectual Property Rights in the Work. The Consultancy excludes any and all liability to the Company (to the extent permissible by law) that may arise in relation to the Intellectual Property Rights after the date of the Contract.

11 Anti-bribery and corruption

- 11.1 For the purposes of this clause 11, the expressions "**adequate procedures**", "**associated with**" and "**bribery offence**" shall be construed in accordance with the Bribery Act 2010 and any guidance issued under it.
- 11.2 The Consultant shall comply with the Bribery Act 2010 and maintain an anti-bribery and anti-corruption policy (the **Anti-Bribery Policy**), a copy of which is available at [Barbourne Brook's Anti Bribery Policy](#) as updated from time to time.
- 11.3 The Company undertakes, warrants and represents that:
- 11.3.1 neither the Company nor any of its officers, employees, agents or subcontractors has:
- (a) committed an offence under the Bribery Act 2010 (a **Bribery Offence**);
 - (b) been notified that it is subject to an investigation relating to an alleged Bribery Offence or prosecution under the Bribery Act 2010; or
 - (c) is aware of any circumstances that could give rise to an investigation or prosecution for a Bribery Offence;
- 11.3.2 it shall comply with the Bribery Act 2010 and the Bribery Policy in connection with the performance of the Contract;

- 11.3.3 it has implemented adequate procedures designed to prevent bribery and corruption in its business and supply chain, including in respect of its officers, employees, agents and subcontractors, and shall make details of such procedures available to the Consultant on reasonable request; and
- 11.3.4 any information or responses provided by the Company to any anti-bribery or anti-corruption due diligence request or questionnaire issued by the Consultant shall be complete, accurate and not misleading.
- 11.4 The Company shall notify the Consultant immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors, has breached or may breach any of the obligations set out in this clause 11 Such notice shall include full details of the circumstances of the actual or potential breach.
- 11.5 Any breach of this clause 11 by the Company shall be deemed a material breach of the Contract and shall entitle the Consultant to terminate the Contract with immediate effect.

12 Anti-slavery

- 12.1 The Consultant shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy.
- 12.2 The Company undertakes, warrants and represents that:
- 12.2.1 neither the Company nor any of its officers, employees, agents or subcontractors:
- (a) has committed an offence under the Modern Slavery Act 2015 (an **MSA Offence**); or
 - (b) has been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- 12.2.2 it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy;
- 12.2.3 it has implemented due diligence procedures to ensure compliance with the Modern Slavery Act 2015 and the Modern Slavery Policy in its business and supply chain, and those of its officers, employees, agents or subcontractors,

which will be made available to the Consultant on request at any time throughout the Contract;

12.2.4 its responses to the modern slavery and human trafficking due diligence questionnaire requested by the Consultant at any time are complete and accurate.

12.3 The Company shall notify the Consultant immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Company's obligations under clause 12.2. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Company's obligations.

12.4 Any breach of clause 12.2 by the Company shall be deemed a material breach of the Contract and shall entitle the Consultant to terminate the Contract with immediate effect.

13 Tax evasion facilitation prevention

13.1 For the purposes of this Clause 13:

13.1.1 the expressions '**Prevention Procedures**', '**UK Tax Evasion Offence**' and '**Foreign Tax Evasion Offence**' will be construed in accordance with Part 3 of the Criminal Finances Act 2017 (CFA 2017) and guidance published under it;

13.1.2 **Corporate Failure to Prevent Offence** means an offence under section 45 and/or section 46 of CFA 2017;

13.1.3 **Company Associated Persons** means all persons associated with the Company within the meaning of the Criminal Finances Act 2017 who are involved in or connected with the performance of the Services.

13.2 The Company undertakes, warrants and represents that:

13.2.1 neither the Company nor any of its officers, employees, agents or subcontractors has committed, facilitated or been involved in any:

- (a) UK Tax Evasion Offence;
- (b) Foreign Tax Evasion Offence; or
- (c) Corporate Failure to Prevent Offence,

13.2.2 neither the Company nor any of its officers, employees, agents or subcontractors:

- (a) is subject to any investigation, enquiry or prosecution in connection with any such offence; or
 - (b) is aware of any circumstances which could reasonably give rise to such investigation or prosecution,
- 13.2.3 it shall comply at all times with the Criminal Finances Act 2017 in connection with the receipt of the Services;
- 13.2.4 it has implemented and maintains reasonable Prevention Procedures designed to prevent the facilitation of tax evasion in its business and supply chains, including in connection with import duties and customs obligations;
- 13.2.5 it shall not use, and shall ensure that no Company Associated Persons use, the Services in any manner that would:
 - (a) facilitate tax evasion; or
 - (b) cause the Consultant to commit, or be exposed to, a Corporate Failure to Prevent Offence.

14 Fraud prevention

- 14.1 For the purposes of this clause 14, the expressions “**associated**” and “**fraud offence**” shall be construed in accordance with the Economic Crime and Corporate Transparency Act 2023 (ECCTA 2023) and any guidance published under it.
- 14.2 The Company undertakes, warrants and represents that:
 - 14.2.1 neither the Company nor any of its officers, employees, agents or subcontractors has engaged in, facilitated or been involved in any activity which would constitute a fraud offence for the purposes of ECCTA 2023, including (without limitation):
 - (a) cheating the public revenue;
 - (b) an offence under the Theft Act 1968;
 - (c) fraudulent trading under section 993 of the Companies Act 2006;
 - (d) an offence under the Fraud Act 2006; or
 - (e) aiding, abetting, counselling or procuring the commission of any such offence;
 - 14.2.2 neither the Company nor any of its officers, employees, agents or subcontractors is subject to any investigation, enquiry or prosecution relating to any such fraud offence, nor is it aware of any circumstances which could reasonably give rise to the same;

14.2.3 it shall not use, and shall ensure that no person associated with it uses, the Software or the Services in any manner which would:

- (a) constitute a fraud offence; or
- (b) cause or expose the Consultant to liability under ECCTA 2023, including under the corporate offence of failure to prevent fraud;

14.2.4 it has implemented and maintains reasonable fraud prevention procedures proportionate to the nature of its business and its use of the Software and Services.

14.3 The Company shall notify the Consultant immediately in writing if it becomes aware, or has reasonable grounds to suspect, that:

14.3.1 it or any associated person has breached or may breach this clause 13; or

14.3.2 any circumstances arise which could reasonably expose the Consultant to liability under ECCTA 2023.

Such notice shall include full details of the relevant circumstances.

14.4 The Consultant shall not knowingly engage in any conduct which would constitute a fraud offence for the purposes of ECCTA 2023 and shall use reasonable endeavours to ensure that its personnel do the same.

14.5 Any breach of clauses 14.2 or 14.3 by the Company shall be deemed a material breach of the Contract and shall entitle the Consultant to terminate the Contract with immediate effect.

15 Indemnity and insurance

15.1 The Company shall indemnify, keep indemnified and hold harmless the Consultant from and against any losses, liabilities, damages, costs (including reasonable legal and other professional fees) and expenses suffered or incurred by the Consultant arising out of or in connection with:

15.1.1 any breach by the Company of clause 11 (Anti-Bribery and Corruption);

15.1.2 any breach by the Company of clause 12 (Anti-Slavery);

15.1.3 any breach by the Company of clause 13 (Tax Evasion Facilitation Prevention);

15.1.4 any breach by the Company of clause 17 (Confidentiality and Announcements);

- 15.1.5 any breach by the Company of clause 18 (Data Protection), including any Data Protection Losses arising from such breach;
- 15.1.6 any breach by the Company of clause 34 (Applicable Law); and
- 15.1.7 any claim that the Consultant's receipt, use or exploitation of any materials, information or content supplied by or on behalf of the Company in accordance with the Contract infringes the intellectual property rights of any third party.
- 15.2 The indemnity in this clause shall apply only to the extent that the relevant loss arises directly from the matters set out in clause 15.1 and shall not apply to the extent caused by the Consultant's negligence or wilful misconduct.
- 15.3 The Company shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom or another country by agreement in writing with the Consultant to cover its obligations under these Conditions, On request, the Company shall supply, so far as is reasonable, evidence of the maintenance of the insurance and all of its terms from time to time applicable. The Company shall on request assign to the Consultant the benefit of such insurance.
- 15.4 The Consultant shall maintain in force, for the duration of the Contract, professional indemnity insurance with a reputable insurer in respect of the Services provided under this Contract. On request, the Company shall supply, so far as is reasonable, evidence of the maintenance of the insurance and all of its terms from time to time applicable.
- 15.5 This clause 15 shall survive termination or expiry of the Contract.

16 Limitation of liability

- 16.1 The extent of the Consultant's liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 16.
- 16.2 Subject to clause 16.5, the Consultant's total aggregate liability arising out of or in connection with a Contract shall not exceed an amount equal to the total Fees actually paid by the Company to the Consultant under that Contract in the twelve months immediately preceding the date on which the claim arose.
- 16.3 Subject to clause 16.5, the Consultant shall not be liable for any consequential, indirect or special losses.
- 16.4 Subject to clause 16.5, the Consultant shall not be liable for any of the following (whether direct or indirect):

- 16.4.1 loss of profit;
 - 16.4.2 loss of revenue;
 - 16.4.3 loss or corruption of data;
 - 16.4.4 loss or corruption of software or systems;
 - 16.4.5 loss or damage to equipment;
 - 16.4.6 loss of use;
 - 16.4.7 loss of production;
 - 16.4.8 loss of contract;
 - 16.4.9 loss of commercial opportunity;
 - 16.4.10 loss of savings, discount or rebate (whether actual or anticipated);
 - 16.4.11 harm to reputation or loss of goodwill;
 - 16.4.12 loss of business; and
 - 16.4.13 wasted expenditure.
- 16.5 Notwithstanding any other provision of the Contract, the Consultant's liability shall not be limited in any way in respect of the following:
- 16.5.1 death or personal injury caused by negligence;
 - 16.5.2 fraud or fraudulent misrepresentation; and
 - 16.5.3 any other losses which cannot be excluded or limited by Applicable Law.

17 Confidentiality and announcements

- 17.1 Each party shall keep confidential all Confidential Information of the other party and of its Affiliates and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:
- 17.1.1 any information which was in the public domain at the date of the Contract;
 - 17.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;

- 17.1.3 any information which is independently developed by the Company without using information supplied by the Consultant or by any Affiliate of the Consultant; or
- 17.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.
- 17.2 This clause shall remain in force for a period of three years from the date of the Contract and, if longer, three years after termination of the Contract.
- 17.3 The Company shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.
- 17.4 Notwithstanding clause 17.3, the Company may make factual, non-misleading public statements acknowledging that the parties are working together, provided that such statements:
- 17.4.1 do not refer to the terms of the Contract or any Confidential Information; and
- 17.5 do not bring, and are not reasonably likely to bring, the Consultant into disrepute or damage the Consultant's reputation or goodwill. The Consultant may require the Company to promptly amend or remove any public statement which does not comply with clause 17.4.

18 Data protection

- 18.1 Each party shall comply with its respective obligations under Data Protection Law in connection with the Contract.
- 18.2 The Consultant maintains a data protection policy (the **Data Protection Policy**), a copy of which is available at [Barbourne Brook's GDPR Privacy Notice](#).
- 18.3 The Data Protection Policy is incorporated into these Conditions and forms part of the Contract. The Company shall, in connection with the performance of the Contract, comply with the Data Protection Policy to the extent applicable to it.
- 18.4 Nothing in the Contract or the Data Protection Policy shall be construed as providing the Company with legal or regulatory advice or as a warranty that the Company's processing activities comply with Data Protection Law.

19 Force majeure

Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from

Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such an event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period of more than 90 days, either party may terminate the Contract by written notice to the other party.

20 Suspension of Services

20.1 Without prejudice to any other rights or remedies available to it, the Consultant may, on written notice to the Company, suspend performance of all or any part of the Services where the Company:

20.1.1 fails to pay any sum due under the Contract by the relevant due date; or

20.1.2 fails to comply with any of its obligations under the Contract, including any failure to comply with the Consultant's policies incorporated into the Contract.

20.2 In the event of suspension in accordance with clause 20.1, the Consultant shall have no obligation to resume performance of the Services until:

20.2.1 in the case of non-payment, all overdue amounts have been paid in full in cleared funds; and

20.2.2 in the case of non-compliance, the relevant breach has been remedied to the reasonable satisfaction of the Consultant.

20.3 Any period of suspension under this clause 20 shall extend any agreed timescales for performance of the Services by a corresponding period, and the Consultant shall not be liable for any delay or failure to perform the Services arising from such suspension.

20.4 Any suspension of the Services under this clause shall not affect the Consultant's right to charge interest, recover all costs, losses and expenses incurred as a result of the suspension (including administrative, resourcing and remobilisation costs), or terminate the Contract in accordance with its terms.

The Consultant shall have no obligation to recommence the Services until all such costs, losses and expenses have been paid in full to the Consultant's reasonable satisfaction.

21 Termination

21.1 The Consultant may terminate the Contract or any other contract which it has with the Company at any time by giving notice in writing to the Company if:

- 21.1.1 the Company commits a material breach of Contract, and such breach is not remediable;
 - 21.1.2 the Company commits a material breach of the Contract which is capable of being remedied and such breach is not remedied within 14 days of receiving written notice of such breach;
 - 21.1.3 the Company has failed to pay any amount due under the Contract on the due date and such amount remains unpaid 7 days after the Consultant has given notification that the payment is overdue; or
 - 21.1.4 any consent, licence or authorisation held by the Company is revoked or modified such that the Company is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled..
- 21.2 The Consultant may terminate the Contract at any time by giving notice in writing to the Company if the Company:
- 21.2.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 21.2.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Consultant reasonably believes that to be the case;
 - 21.2.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 21.2.4 becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;
 - 21.2.5 becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;
 - 21.2.6 becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;
 - 21.2.7 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - 21.2.8 has a resolution passed for its winding up;
 - 21.2.9 has a petition presented to any court for its winding up or an application is made for an administration Proposal, or any winding-up or administration Proposal is made against it;

- 21.2.10 suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
- 21.2.11 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;
- 21.2.12 has a freezing Proposal made against it;
- 21.2.13 is subject to any recovery or attempted recovery of items supplied to it by a Consultant retaining title to those items;
- 21.2.14 is subject to any events or circumstances analogous to those in clauses 21.2.1 to 21.2.13 in any jurisdiction; or
- 21.2.15 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 21.2.1 to 21.2.14 including giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
- 21.3 The Consultant may terminate the Contract any time by giving not less than four weeks' notice in writing to the Company if the Company undergoes a change of Control or if it is realistically anticipated that it shall undergo a change of Control within two months.
- 21.4 The right of the Consultant to terminate the Contract pursuant to clause 21.2 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged entity agrees to adhere to the Contract.
- 21.5 If the Company becomes aware that any event has occurred, or circumstances exist, which may entitle the Consultant to terminate the Contract under this clause 20, it shall immediately notify the Consultant in writing.
- 21.6 The provisions of the Contract relating to the payment of commission for Reclaim Services shall survive the termination or expiration of the Contract and shall remain in full force and effect until all such payments have been made in full to the Consultant.
- 21.7 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Consultant at any time up to the date of termination.

21.8 Any provision of the Contract which is expressly stated, or by implication is intended, to continue in force after termination shall do so notwithstanding termination or expiry of the Contract.

22 Protection of business interests

The Consultant may at any time have interests in, advise or act as a consultant or contractor to any other business and shall not be restricted in any way from undertaking other engagements during the term of the Contract, provided that such activities do not materially and adversely affect the Consultant's ability to perform the Services in accordance with the Contract.

23 Notices

23.1 Any notice or other communication given by a party under these Conditions shall:

23.1.1 be in writing and in English;

23.1.2 be signed by, or on behalf of, the party giving it; and

23.1.3 be sent to the relevant party at the address set out in the Contract.

23.2 Notices may be given, and are deemed received:

23.2.1 by hand: on receipt of a signature at the time of delivery;

23.2.2 by Royal Mail Recorded Signed *For* post: at 9.00 am on the second Business Day after posting;

23.2.3 by Royal Mail International Tracked & Signed or Royal Mail International Signed post: at 9.00 am on the fourth Business Day after posting; and

23.2.4 by email: at the time of transmission, provided that:

(a) the email is sent to the correct email address specified for notices; and

(b) no automated error message (including failure-to-deliver, mailbox full or similar) or out-of-office message indicating non-receipt is received by the sender.

If an automated error message or out-of-office message indicating non-receipt is received, the notice shall be deemed not to have been delivered and the sender must re-issue the notice by another permitted method under this clause.

23.2.5 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 23.1 and shall be effective:

- (a) on the date specified in the notice as being the date of such change; or
- (b) if no date is so specified, five Business Days after the notice is deemed to be received.

23.3 All references to time are to the local time at the place of deemed receipt.

23.4 This clause 23 does not apply to notices given in legal proceedings or arbitration.

24 Cumulative remedies

The rights and remedies provided in the Contract for the Consultant only are cumulative and not exclusive of any rights and remedies provided by law.

25 Further assurance

The Company shall at the request of the Consultant, and at the Company's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

26 Entire agreement

26.1 This Contract, together with any documents and policies incorporated into it or entered into pursuant to it, constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, arrangements, understandings and negotiations between them, whether written or oral, relating to its subject matter.

26.2 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 or warranty (whether made innocently or negligently) that is not expressly set out in this Contract or any document incorporated into it.

26.3 Nothing in these Conditions purports to limit or exclude any liability for fraud or fraudulent misrepresentation.

27 Variation

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, each party.

28 Assignment

The Consultant may freely assign, delegate, sub-contract or otherwise transfer its rights and obligations under the Contract to any person, company or other organisation with which it may merge or to which it may transfer its assets and/or undertaking, provided that it gives prior written notice to the Company. The Company may not assign the Contract or any of its rights and obligations under it without the prior written consent of the Consultancy (not to be unreasonably withheld or delayed), provided that where such consent is given, the Company will not be relieved of liability for any non-performance by any assignee.

29 Set off

- 29.1 The Consultant shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Company under the Contract or under any other contract which the Consultant has with the Company.

30 No partnership or agency

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

31 Equitable relief

The Company recognises that any breach or threatened breach of the Contract may cause the Consultant irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Consultant, the Company acknowledges and agrees that the Consultant is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

32 Severance

- 32.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.
- 32.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the

minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in Proposal to agree the terms of a mutually acceptable alternative provision.

33 Waiver

- 33.1 No failure, delay or omission by the Consultant in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 33.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Consultant shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Consultant.
- 33.3 A waiver of any term, provision, condition or breach of the Contract by the Consultant shall only be effective if given in writing and signed by the Consultant, and then only in the instance and for the purpose for which it is given.

34 Compliance with law

The Company shall comply with all Applicable Laws and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

35 Conflicts within contract

If there is a conflict between the terms contained in the Conditions and the terms of the Proposal, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail to the extent of the conflict.

36 Costs and expenses

The Company shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

37 Third party rights

- 37.1 Except as expressly provided for in clause 37.2, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

37.2 Any Affiliate of the Consultant shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in Proposal to terminate, rescind or vary the Contract or any provision of it.

38 Dispute resolution

38.1 Any dispute arising out of or in connection with this Contract (a **Dispute**) shall be dealt with in accordance with this clause 38.

38.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a Dispute has arisen. The notice shall include reasonable information as to the nature of the Dispute.

38.3 The parties shall use reasonable endeavours to reach a negotiated resolution through the following procedure:

38.3.1 Within five Business Days of service of the notice, the contract managers of each of the parties shall meet to discuss the Dispute and attempt to resolve it.

38.3.2 If the Dispute has not been resolved within five Business Days of the first meeting of the contract managers, then the matter shall be referred to the chief executive officer (or persons of equivalent seniority) of each of the parties. The chief executive officers (or equivalent) shall meet within five Business Days to discuss the Dispute and attempt to resolve it.

38.4 If the Dispute has not been resolved within ten Business Days following escalation under clause 38.3.2, the parties shall attempt in good faith to resolve the Dispute by mediation administered by the Centre for Effective Dispute Resolution (**CEDR**) in accordance with the CEDR Model Mediation Procedure in force at the time of the mediation.

38.5 Unless otherwise agreed, the mediator shall be nominated by CEDR and the costs of the mediation shall be borne equally by the parties.

38.6 Until the parties have completed the steps referred to in clause 38.3, and have failed to resolve the Dispute, neither party shall commence formal legal proceedings except that either party may at any time seek urgent interim relief from the courts where necessary to protect its rights or interests.

39 Governing law

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

40 Jurisdiction

Subject to clause 38, the parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).