

Without Prejudice

Table of Contents.	
Clause	Title.
1.0	The Parties, their relationship and this Agreement.
2.0	Appointment of representatives.
3.0	Contract term and notice period
4.0	Company's duties and responsibilities
5.0	Client's duties and responsibilities.
6.0	Company Training.
7.0	Client Training.
8.0	Intellectual Property Rights.
9.0	Force Majestic (Force Majeure).
10.0	Sickness and Medical Well-being.
11.0	Payment.
12.0	Indemnity/Insurance.
13.0	Confidential Information.
14.0	Disputes.
15.0	Non-Assignment.
16.0	Fees
17.0	Disbursements and Recharges.
18.0	Signatories to the Agreement.
Appendixes	
Appendix I	Specification.
Appendix II	Non assigned.
Appendix III	Non assigned.

1.0 The Parties, their relationship and this Agreement.

1.1 The first party, Atomic80 Limited hereafter known as the Company is an independent organisation providing the service to the Client as set out in appendix I, the specification, for an agreed fee.

1.2 The second party, (insert trading name of Client) hereafter known as the Client, an organisation or individual purchasing the service set out in appendix I, the specification, from the Company and subject to this agreement.

1.3 The third party, all other parties other than the first and second parties. There is no provision for third parties within this agreement unless specifically added within appendix I, the specification.

1.4 The Works, are those duties and tasks set out in appendix I of this agreement.

1.5 This written agreement constitutes the entire agreement between the parties and supersedes any previous understanding, oral or written. This agreement may not be changed, modified or amended except in writing signed by a duly authorised representative of the Parties and attached to this agreement as an appendix.

1.6 Limitation to liability

Subject to contract

1.7 Limited liability for loss of profit, indirect, special or consequential loss.

Subject to contract

1.8 Net contribution

Subject to contract

1.9 In matters of law this agreement shall be subject to the sole jurisdiction of English law and administered within the Courts of England and Wales.

1.10 This agreement shall not be enforceable until either;

- it is signed and witnessed by both parties as set out in appendix II, or;
- The Client issues an official order with direct reference to the agreement and is accepted in writing by the Company.

2.0 Appointment of representatives.

2.1 The Company\Client may appoint representatives to conduct part or

Schedule of Agreement - <reference number>

all business activities on their behalf.

- 2.2 The Company\Client shall inform the other party in writing of the appointment of each representative setting out the representatives roles, responsibilities and authority.
- 2.3 The Company\Client may dismiss one or more of their duly appointed representatives without consultation and shall inform the other party in writing without undue delay.
- 2.4 The Company\Client have a duty to promptly inform the other Party of appointment, dismissal or changed roles, responsibilities and authority of their respective representatives.
- 2.5 The Company\Client have a duty to minimise any disruption to the delivery of service due to the appointment\dismissal of representatives.
- 2.6 The Company shall not be liable for any losses to the other Party due to the Client failing to promptly notify the Company of the appointment or dismissal of its representative.
- 2.7 Appointment\dismissals of representatives by either Party shall not undermine or dilute this agreement or relationship between the Parties.

3.0 Contract term and notice period

- 3.1 The contract term (duration) shall be agreed by both parties and set out within appendix I, the specification, stating the commencement and termination dates.
- 3.2 Subject to availability of suitable personnel, the parties may agree to a rolling 30 day contract, inclusive of Saturdays, Sundays, Bank Holidays, leave, training days etc. The contract shall run uninterrupted from the commencement date and subject to 30 day termination notice by either party. A rolling contract shall not exceed 12 calendar months.
- 3.3 Irrespective of the form of contract the Company may request temporary relief to provide staff training and holiday leave. The Client shall not unreasonably withhold any request for relief by the Company.
- 3.4 Irrespective of the form of contract the Company shall retain the right to relief of the contract for medical and urgent business appointments. The Contractor shall take reasonable measures to minimise the impact on the contract.
- 3.5 The Company retains the right to suspend or terminate the contract without notice and without liability due to;

Schedule of Agreement - <reference number>

- Potential exposure of the Company's employees, sub-contractors and other personnel servicing the Company's business, in relation to the contract, to:
 - Serious risks of personal injury or health issues.
 - Asbestos.
 - Microbiological hazards.
 - Nuclear, high energy particle and high energy electromagnetic radiation.
 - Violence, threatening behaviour, abuse and sexual assault by the Client including by not limited to the Client's staff, representatives, customers, users of the Client's services and their accomplices.
- Non-payment of invoices submitted to the Client. Non-payment for the purpose of this clause shall mean the Client's failure to pay the full value of any submitted invoice and all accrued charges 30 days from the payment due date as set out on the submitted invoice.
- Habitual late payment of invoices submitted to the Client. Habitual late payment for the purposes of this clause shall mean the Client's failure to pay the full value of the invoice and all accrued charges by the payment due date of three consecutive submitted invoices or for six occurrences within a 365 days period.
- The Client ceases to trade whether voluntary, due to insolvency or prohibition by the Crown or other Statutory Authority.
- The Company has reasonable grounds to believe that the Client is unable or unwilling to proceed with the contract.

3.6 The Client retains the right to terminate the contract without notice and without liability of consequential loss to the Company due to;

- Potential exposure of the Client, the Client's staff, sub-contractors and other personnel servicing the Client's business to serious risks of personal injury or health issues due to the Company's activities on or in close proximity of the Client's premises.
- Potential exposure of the Client, the Client's staff, sub-contractors and other personnel servicing the Clients business to acts of violence, threatening behaviour, any form of abuse and sexual assault by the Company, Company's Staff and representatives.

- Fraudulent claims for payment.
- The Company ceases to trade whether voluntary, due to insolvency or prohibition by the Crown or other Statutory Authority.
- The Client has reasonable grounds to believe that the Company is unable or unwilling to proceed with the contract.

4.0 Company's duties and responsibilities

- 4.1 All business activities with the Client or carried out on the Client's behalf shall be conducted in a businesslike and professional manner. Where required and subject to Health and Safety considerations, the Company shall adopt to the reasonable requirements of the Client's dress code.
- 4.2 In relation to this agreement provide suitably trained and experienced personnel to execute the Company's duties. The Company shall monitor its general skills, knowledge and abilities and where deficiencies are identified take suitable remedial action, where reasonably practicable.
- 4.3 In relation to this agreement shall undertake specialised training as required by the Client.
- 4.4 To carry out all business activities in compliance with the Health and Safety at Work Act, Regulations made under the Act and supporting codes of practice. The Company shall fully cooperate with the Client in managing matter of Health and Safety while working on, or visiting the Client's premises.
- 4.5 Comply with the Client's system of safe working while on the Client's premises, including;
- general conduct,
 - Health and Safety,
 - Fire Safety etc. when working on the Client's premises.
- 4.6 Attend the Client's site and health and safety induction course at a mutually agreed time on commencement of the contract.
- 4.7 Restrict access and movement about the Client's premises to those areas permitted.
- 4.7 To use the Client's specialist tools, equipment and systems as required once adequate training has been undertaken.

Schedule of Agreement - <reference number>

- 4.8 Hazards and out of line situations identified on the Client's premises will be reported using the Client's reporting system.
- 4.9 The Company shall inform the Client at the earliest opportunity of non-performance or anticipated non-performance due to absenteeism, including but not limited too sickness, industrial action etc. The Company's liability for such non-performance shall be limited to the day rate for each day or part day of non-performance on a pro rata basis.
- 4.10 The Company shall inform the Client at the earliest opportunity of non-performance or anticipated non-performance due to industrial action by third parties. The Company's liability for such non-performance shall be limited to the day rate for each day or part day of non-performance on a pro rata basis.

5.0 Client's duties and responsibilities

- 5.1 The Client shall provide the Company with a brief setting out the key tasks to be performed, time scales for there completion and any known or suspected occurrences that may impact and bring about delays to the works.
- 5.2 The Client shall provide a scope of works that shall form part of this agreement and attached as appendix I.
- 5.3 To carry out all business activities in compliance with the Health and Safety at Work Act, regulations made under the Act and supporting codes of practice. The Client shall fully cooperate with the Company in managing matter of Health and Safety for those elements of the Works carried out on the Client's premises.
- 5.4 Where the Company is required to attend the Client's premises, the Client shall on the commencement of the contract arrange for a suitable site Health and Safety induction to be undertaken. The induction shall include, but not be limited to, the following content; location of relevant health and safety files, location of relevant operation and maintenance manuals, location of Client specific standards, significant on-site hazards, permit to work systems, change control systems, hazard reporting system, names and contact methods of essential on-site personnel, first aid facilities, toilet facilities, fire safety, eating and drinking facilities.
- 5.5 Define those parts of the premises that the Company has access, having due regard to any health and safety considerations. The Client shall ensure that a suitable induction has been undertaken by the Company before access is granted.
- 5.6 Take all practicable measures to ensure that the Company does not come into contact with the following hazards;
- serious risks of personal injury or health issues.

- asbestos.
 - nuclear, high energy particle and high energy electromagnetic radiation.
 - microbiological hazards.
 - acts of violence, threatening behaviour, any form of abuse and sexual assault by the Client including by not limited to Client's Staff, Client's representatives, Client's customers, users of the Client's services and their accomplices.
- 5.7 Provide adequate training and support to the Company when required to use the Client's specialist tools, equipment and systems.
- 5.8 Where the Company is required to work at the Client's premises, the Client shall provide sufficient and suitable welfare facilities including;
- Clean toilet facilities.
 - Changing facilities.
 - Fresh drinking water.
 - Eating and drinking facilities.
 - First aid facilities.
 - Shelter from inclement weather.
 - Secure facilities for the overnight storage of tools, equipment and other items required to carry out the works.
- 6.0 Company Training.**
- 6.1 The Company shall ensure that it has the necessary skills to competently undertake the Works set out within appendix I, the specification. Where the Company identifies a general skills shortage remedial action will be taken at the Company's expense.
- 6.2 The Company shall ensure that it has the necessary specialist skills explicitly identified within the agreement to competently undertake the tasks set out within appendix I, the specification, of the agreement. Where the Company identifies an explicit skills shortage, remedial action will be taken at the Company's expense.
- 6.3 Where the Company\Client has identified a requirement for a specialist skill or knowledge not explicitly set out within the agreement the Company shall obtain that skill and recover the full cost from the Client, inclusive of administration charges and profit margin.

6.4 Where the Client requires the Company to operate its tools, equipment or systems it shall provide adequate training for their safe operation. The full cost of the training, inclusive of administration charges and profit margin, shall be recoverable from the Client.

6.5 Where the Client requires the Company to work to Client's standards and codes of practise it shall provide adequate training and support to the Company. The full cost of the training to the Company, inclusive of administration charges and profit margin, shall be recoverable from the Client.

7.0 Client Training

7.1 The training of the Client is outside the scope of this agreement.

8.0 Intellectual Property Rights.

8.1 Unless otherwise agreed in writing, all intellectual property rights arising out of this Agreement shall vest in the Company. The Client shall have a worldwide, non-exclusive, non-transferable, royalty-free licence.

9.0 Force Majestic (Force Majeure).

9.1 The Company shall not be liable for failure to perform its duties on account of force majestic or other circumstances beyond its control including but not limited to, acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, riots, civil disorder, government sanction, blockage, embargo, labour dispute, strike action, lockout or interruption or failure of utility services including but not limited to electricity, telephone service, internet, water etc.

9.2 If the Company asserts Force Majestic for failure to perform its obligation it shall take reasonable steps to minimise the impact on the Client's operation.

10.0 Sickness and Medical Well-being .

10.1 The Company shall not be liable for failure to perform its duties on account of sickness or ill health of its staff.

10.2 The Company shall not be liable for failure to perform its duties on account of an appointment with health care professional of its staff including but not limited to, a Doctor, Dentist, Optician, etc.

Schedule of Agreement - <reference number>

10.3 The Company shall not be liable for failure to perform its duties on account of hospitalisation or similar confinement of its staff.

10.4 If the Company asserts a medical appointment for failure to perform its duties it shall take reasonable steps to minimise the impact on the Client's operation.

11.0 Payment.

11.1 Subject to amendment within the schedule of the agreement the following shall apply;

- The billing period shall be a calendar month.
- The billing date shall be the last day of the month.
- The payment due date shall be 30 days from the billing date.
- Accounts are strictly 30 days payable from the billing date.

11.2 At the end of the billing period the Company shall prepare and submit its invoices for payment together with copies of third party invoices where applicable. The Client shall check the invoices and promptly raise any queries that may delay payment.

11.3 Subject to amendment within the schedule accounts are strictly 30 days payable. Late payment will result in interest and administration charges being made to the Clients account. Please note:

- Interest is charge on all unpaid invoices after the relevant payment due date.
- Interest is charged at 5% above the Bank of England base rate on the defaulted payment due date.
- An administration charge of £15 is charged against the Client's account for each default.
- Unpaid interest and administration charges are rolled over in to the next billing period and subjected to further charges.
- In the event of a late payment the interest charges will be on a pro rata basis of a 30 day billing period.

11.4 Subject to amendment within the schedule all monies are to be paid directly into the Company's current Bank Account and referenced against the Company's invoice numbers.

11.5 The Client is made aware that failure to make payments with the correct reference to the relative invoice numbers may delay payment and lead to further charges.

Schedule of Agreement - <reference number>

11.6 The Client is made aware that payments that are not cleared by its bank will be treated as late payment. In addition any bank charges incurred by the Company will be recovered from the Client plus an administration fee.

12.0 Indemnity/Insurance.

12.1 Subject to amendment within this agreement the Company shall hold for the duration of the agreement Employers Liability Insurance of not less than "*Subject to contract*".

12.2 Subject to amendment within this agreement the Company shall hold for the duration of the agreement Public Liability Insurance of not less than "*Subject to contract*".

12.3 Subject to amendment within this agreement the Company shall hold Professional Indemnity of not less than "*Subject to contract*".

12.4 Where the Company is required to act under the direct control of the Client the Client shall fully indemnify the Company for any loss or claim resulting from any such instruction.

13.0 Confidential Information.

13.1 Regardless as whether the Client accepts this agreement it shall be treated as confidential.

13.2 The Client agrees to keep all knowledge and information relating to this agreement in strictest confidence and secrecy. The Client further agrees not to make use of such confidential knowledge, information and/or documentation other than for the purposes of this agreement and will not disclose or release it.

13.3 The Company acknowledges that in the preparation and execution of this agreement private and confidential knowledge, information and/or documentation relating to the Client's activities may come into the Company's possession. The Company shall treat such knowledge and information in strict confidence.

13.4 The Company will cooperate with the UK's law enforcement authorities and agencies of the Crown regarding any illegal or immoral activities by the Client or other Parties.

14.0 Disputes.

14.1 All parties agree to resolve disputes at a local level were possible and without undue impact of the execution of this agreement.

14.2 Where a dispute cannot be resolved locally or potentially may have a serious impact on the execution of this Agreement each of the Parties

Schedule of Agreement - <reference number>

shall appoint a senior representative to resolve the dispute, minimise the impact on the execution of the Agreement and actual or potential losses to each Party.

14.3 Where a dispute cannot be resolved by the Parties they may agree to use the services of a Chartered Arbitrator registered with the Chartered Institute of Arbitrators, London.

14.4 Each Party shall retain the right to pursue a dispute through the English Courts.

15.0 Non-Assignment.

15.1 This agreement is between the named Parties within the Schedule and their successors. A Party may not assign this Agreement without the prior written consent of all other Parties to this agreement.

16.0 Fees.

16.1 The company's currency for fees and disbursements is British pounds sterling (£).

16.2 Within this agreement fees shall mean the price for carrying out the agreed task or tasks with the specification irrespective of whether the price is fixed or variable.

16.3 Fees are exclusive of VAT, disbursements, recharges, purchases or any other additional expense necessarily incurred while carrying the task or tasks within the specification.

16.4 Fees will be submitted to the Client for payment monthly.

17.0 Disbursements and recharges.

17.1 Subject to contract the disbursements facility for purchasing goods and services shall be restrict to within the United Kingdom and subject to an accumulated limit of £200.

17.2 Where agreed between the parties the Company at its sole discretion purchase low value goods and service on behalf of the Client to facilitate the smooth operation of its business. All such disbursements shall be recovered from the Client.

17.3 The Company at its sole discretion shall incur on behalf of the Client the travelling costs for the execution of its duties as set out within the specification. All such disbursements shall be recovered from the Client.

17.4 The Company at its sole discretion shall incur on behalf of the Client the travelling costs for attending to the Client's business. All such

Schedule of Agreement - <reference number>

disbursements shall be recovered from the Client.

- 17.5 Examples of travel costs include but limited to; public transport fares, private hire fares, motor vehicle mileage, parking fees, tolls, car hire, etcetera.
- 17.6 All disbursements will be submitted to the Client monthly and are subject to a 5% handling charge.

18.0 Signatories to the Agreement.

For and on behalf of the Company.
Full name of signatory: Position: Signature: Date:
Full name of witness for the Company: Signature: Date:
For and on behalf of the Client.
Full name of signatory: Position: Signature: Date:
Full name of witness for the Company: Signature: Date:

Appendix I Specification.