

MAYFAIR IT LIMITED: TERMS AND CONDITIONS FOR THE ENGAGEMENT OF A THIRD PARTY OR INTRODUCTION OF A SUPPLIER (“SUPPLIER”)

1. Definitions and interpretation

1.1 In these terms and conditions, unless the context otherwise requires, the following words have the following meanings:

‘Assignment Confirmation Note’ means a written communication from Mayfair IT to the Supplier outlining the nature of the services to be provided by the Supplier in relation to a particular assignment for Mayfair IT or Mayfair IT’s Client;

‘Client(s)’ means the clients of Mayfair IT to which the Supplier may introduced and to which the Supplier may subsequently provide services from time to time.

‘Commencement Date’ means the date of acceptance by the Supplier of these terms and conditions;

‘Confidential Information’ means Mayfair IT and its Clients’ secrets or confidential information and extends to all knowledge and information relating to Mayfair IT's its Clients’ business, organisation, finances, processes, specifications and technology;

‘Restricted Period’ means the period from the Commencement Date until twelve months from the termination of the obligations of the Supplier and/or Mayfair IT under these terms and conditions however occasioned;

2. Interpretation

2.1 References to any party in these terms and conditions shall where the context permits include its successors in title.

2.2 In these terms and conditions:

- (a) words expressed in any gender shall where the context so requires or permits include any other gender;
- (b) words expressed in the singular shall where the context so requires or permits include the plural; and
- (c) where any party is more than one person:
- (d) that party's obligations in these terms and conditions shall take effect as joint and several obligations;
- (e) anything in these terms and conditions which applies to that party shall apply to all of those persons collectively and each of them separately; and
- (f) the benefits contained in these terms and conditions in favour of that party shall take effect as if conferred in favour of all of those persons collectively and each of them separately.

- 2.3 References in these terms and conditions to anything which any party is required to do or not to do shall include its acts, defaults and omissions, whether:
- (a) direct or indirect;
 - (b) on its own account; or
 - (c) for or through any other person; and
 - (d) permitted or suffered to be done or not done by any other person.

2.4 References to the Supplier shall include its group companies and affiliates.

2.5 The effect of all obligations affecting the Supplier under these terms and conditions is cumulative and no obligation shall be limited or modified by any other of those obligations unless there is in these terms and conditions an express limitation or modification.

3. Commencement and duration

3.1 The obligations referred to in these terms and conditions starts on the Commencement Date and shall remain in force until it is terminated not earlier than [date] by not less than six months' prior written notice by either party to the other.

4. Supplier services

4.1 Mayfair IT at its sole discretion may offer assignments to the Supplier to provide services to Mayfair IT or its Clients.

4.2 Mayfair IT may contract with the Supplier directly to provide services to Mayfair IT's Clients, or may introduce the Supplier to a Client and recommend that the Supplier be engaged to provide services.

4.3 Mayfair IT will provide the Supplier with an Assignment Confirmation Note in respect of each assignment and the Supplier will confirm his acceptance of the assignment. For the avoidance of doubt the Supplier reserves the right to decline an assignment and Mayfair IT reserves the right not to offer an assignment to the Supplier.

4.4 The Supplier will comply in all respects with the Assignment Confirmation Note and any associated agreements or documentation in respect of each Assignment.

4.5 In circumstances where Mayfair IT introduces the Supplier to a Client, and no Assignment Confirmation Note is agreed between Mayfair IT and the Supplier, the Supplier expressly recognises that it will be bound by these terms and conditions, and in particular the Supplier's attention is drawn to clause 12 'non-competition'.

4.6 The Contractor agrees that in performing the services the Supplier will, without limitation to its other obligations:

- (a) act in a safe and responsible manner and comply with any Health and Safety guidelines or rules issues by Mayfair IT or Mayfair IT's Client;
- (b) comply with all appropriate directions and instructions from Mayfair IT or Mayfair IT's Client in respect of an assignment;
- (c) report to Mayfair IT or Mayfair IT's Client upon the progress of any Assignment on request by Mayfair IT or Mayfair IT's Client;

- (d) not to make statements or act in any way which could reasonably be considered detrimental to the interests of Mayfair IT or Mayfair IT's Client; and
- (e) Comply with the provisions of these terms and conditions

5. Confidential Information

- 5.1 The Supplier shall both during the term of this agreement and after its termination (without limit in time) keep confidential and not (except as authorised or required for the purposes of these terms and conditions) use or disclose or attempt to use or disclose any of the Confidential Information.

6. Intellectual Property Rights

- 6.1 The Supplier agrees that all copyright or other intellectual property rights created by the Contractor during the performance of any assignment will depending on the circumstances of the assignment belong solely to Mayfair IT or Mayfair IT's Client.
- 6.2 The Supplier undertakes to do all things and execute all documents necessary to vest intellectual property rights in Mayfair IT or Mayfair IT's Client as directed by Mayfair IT.

7. Status and authority of Supplier

- 7.1 Nothing in these terms and conditions shall render the Supplier an employee, agent or partner of Mayfair IT and the Supplier shall not hold himself out as such.
- 7.2 Although the Supplier shall be entitled to represent himself as a Supplier to Mayfair IT when providing the services under these terms and conditions, Mayfair IT shall not be vicariously liable for any of the acts or omissions of the Supplier and the Supplier shall not by virtue of these terms and conditions be entitled to pledge the credit of Mayfair IT nor sign any document, enter into any contract or agreement or make any promise on behalf of Mayfair IT without the prior written consent of Mayfair IT.
- 7.3 The Supplier shall be exclusively responsible for the payment of any and all taxes including national insurance contributions, income tax and VAT payable in respect of the fees paid to the Supplier for the Assignment and shall pay any such contributions and taxes to the appropriate authorities.

8. Indemnity

- 8.1 The Supplier undertakes to indemnify Mayfair IT and keep it indemnified against all and any liability, loss, damage, costs and expenses of whatever nature incurred or suffered by Mayfair IT arising from the Supplier's performance or breach of his obligations under these terms and conditions including but not limited to the payment of damages, including loss of profit, for breach by the Supplier of clause 12 'non-competition'.

9. Termination by Mayfair IT

- 9.1 Mayfair IT may by written notice terminate its obligations under these terms and conditions or suspend the performance of all or any of its obligations under it immediately and without liability for compensation or damages if:
 - (a) the Supplier fails to comply with any of its obligations under these terms and conditions or any agreement or deed supplemental to it and the failure (if capable of being remedied) remains unremedied for 10 days after being called to the Supplier's attention by written notice from Mayfair IT;

- (b) the Supplier dies, becomes bankrupt, insolvent has a receiving order made against him, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt;
- (c) the Supplier is unable or prevented from carrying out its duties under these terms and conditions through incapacity or any other cause for any period or periods exceeding a total of 5 days in any period of four weeks;
- (d) the Supplier is guilty of any act which brings Mayfair IT or himself into disrepute or which in the Company's reasonable opinion is prejudicial to its interests; or
- (e) the Supplier purports to assign the burden or benefit or charge the benefit of these terms and conditions.
- (f) the Client requests removal of the Supplier from an Assignment for any reason.
- (g) the Supplier is unable or unwilling to perform or complete an Assignment to the satisfaction of the Client.

10. Termination by the Supplier

10.1 The Supplier may by written notice terminate or suspend the performance of all or any of his obligations under these terms and conditions immediately and without liability for compensation or damages if:

- (a) Mayfair IT fails to comply with any of its obligations under these terms and conditions or any agreement or deed supplemental to it and the failure (if capable of being remedied) remains unremedied for 30 days after being called to its attention by written notice from the Supplier;
- (b) Mayfair IT purports to assign the burden or benefit or charge the benefit of these terms and conditions without the permission of the Supplier
- (c) Mayfair IT convenes a meeting of its creditors or suffers a petition to be presented or a meeting to be convened or other action to be taken with a view to its liquidation except for the purposes of and followed by amalgamation or reconstruction; or
- (d) a receiver or an administrative receiver is appointed of any of Mayfair IT's property.

11. Mayfair IT and Client records

11.1 All records in any medium (whether written, computer readable or otherwise) including accounts, documents, drawings and private notes about Mayfair IT or Mayfair IT's Client and all copies and extracts of them made or acquired by the Supplier in the course of or ancillary to the performance of the IT Consultancy services shall be:

- (a) the property of Mayfair IT or its Client;
- (b) used for the purpose of Mayfair IT or its Client only;
- (c) returned to Mayfair IT or its Client at the direction of Mayfair IT at any time on demand; and
- (d) returned to Mayfair IT without demand on the termination of the Supplier's employment.

12. Non-competition

- 12.1 The Supplier shall not for the Restricted Period employ, be employed by or enter into any commercial relationship with any Client of Mayfair IT to which the Supplier has been introduced by Mayfair IT, without the prior written agreement of Mayfair IT.
- 12.2 The Supplier shall not for the Restricted Period offer to provide any services to any Client of Mayfair IT to which the Supplier has been introduced by Mayfair IT beyond those services which Mayfair IT has agreed in advance that the Supplier should provide to the Client
- 12.3 The Supplier shall not for the Restricted Period cause, encourage or assist any of Mayfair IT's employees to leave its service or to do anything which if done by the Supplier would be a breach of these terms and conditions.
- 12.4 The Supplier shall not at any time after the termination of these terms and conditions represent himself as being interested or employed by or in any way connected with Mayfair IT or its business.
- 12.5 Each of the restrictions in this clause are separate restrictions for the separate benefit of Mayfair IT and shall be severable one from another.
- 12.6 The restrictions in this clause shall apply and remain in force unless the Supplier establishes that its obligations under these terms and conditions terminated as a result of a breach by Mayfair IT of these terms and conditions.
- 12.7 Mayfair IT shall have the right at any time during or after the termination of these terms and conditions by written notice to reduce the scope or extent of any of the restrictions contained in this clause.

13. No waiver

- 13.1 Either party may release or compromise the liability of the other under these terms and conditions or any agreement mentioned in it or grant to the other time or other indulgence without affecting the other's liability.

14. Entire understanding

- 14.1 These terms and conditions and such Assignment Confirmation Note as may be agreed between Mayfair IT and the Supplier embody the entire understanding of the parties in respect of the matters contained or referred to in it and there are no promises, terms, conditions or obligations oral or written, express or implied other than those contained in these terms and conditions.

15. Variation

- 15.1 No variation or amendment of these terms and conditions or oral promise or commitment related to it shall be valid unless committed to writing and signed by or on behalf of both parties.

16. Prior agreements

- 16.1 These terms and conditions are in substitution for all previous contracts express or implied between Mayfair IT and the Supplier which shall be terminated by mutual consent from the Commencement Date.

17. Contracts (Rights of Third Parties)

- 17.1 A person who is not a party to these terms and conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

18. Priority

- 18.1 In the event of any conflict between the provisions of these terms and conditions and the provisions of an Assignment Confirmation Note or any other document relating to the same subject matter including without limitation Supplier terms and conditions, the provisions of these terms and conditions shall prevail.

19. Law and jurisdiction

- 19.1 These terms and conditions shall be governed by English law. The parties submit to the exclusive jurisdiction of the English courts.