



TERMS AND CONDITIONS

1. Interpretation

These terms and conditions, together with any proposal, estimate or quotation, form the contract between the Client and the Company providing the services contemplated therein.

1.1 In these conditions:

'CLIENT' means the person who accepts a quotation of the Company for the provision of the Services or whose order for the Services is accepted by the Company.

'COMPANY' means ENVIROCHEM ANALYTICAL LABORATORIES LIMITED incorporated and registered in England with company number 2378228 whose registered office address is at 12 The Gardens, Broadcut, Fareham, Hampshire, PO16 8SS.

'CONDITIONS' means these standard terms and conditions of sale as amended from time to time in accordance with clause 19.1.

'CONTRACT' means the contract between the Company and the Client for the provision of the Services, comprising these Conditions together with any Proposal, estimate or quotation issued by the Company.

'OUTPUT MATERIAL' means data, drawings, plans, documents, test results and other information prepared by the Company in relation to the Services.

'PROPOSAL' means the description of the Services, together with an estimate of the Company's charges, if applicable, provided to the Client by the Company.

'SERVICES' means the provision of consultancy, testing, survey, training, inspection or other services for which the company undertakes to perform for the Client under the Contract.

'WRITING' includes electronic mail.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of the sale

2.1 The Company shall provide the Services and the Client shall pay for the same in accordance with any written Proposal, estimate or quotation of the Company which is accepted by the Client, or any written order of the Client which is accepted by the Company, subject in either case to these conditions, which shall govern the Contract to the exclusion of any other terms and conditions.

2.2 The Company's employees or agents are not authorised to make any representations concerning the Services unless confirmed by the Company in Writing. In entering into the Contract the Client acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

2.3 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance or offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

3. Orders and specifications

- 3.1 No order submitted by the Client shall be deemed to be accepted by the Company unless and until confirmed in Writing by the Company's authorised representative.
- 3.2 The Client shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Client, and for giving the Company any necessary information relating to the Services within a sufficient time to enable the Company to perform the Contract in accordance with its terms.
- 3.3 The Company reserves the right to make any changes in the specification of the Services which are required to conform with any safety or other statutory requirements.
- 3.4 No order which has been accepted by the Company may be cancelled by the Client except with the agreement in Writing of the Company and on condition that the Client shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as the result of cancellation.

4. Services

- 4.1 The Company shall provide the Services to the Client in accordance with the terms of the Contract which is expressly incorporated into any Proposal made and submitted by the Company to the Client.
- 4.2 In the event of any inconsistency between these Conditions and the Proposal, the terms of these Conditions shall take precedence.
- 4.3 Where the Client has instructed the Company to carry out the Services, the Client acknowledges and agrees that any Services provided and/or Output Material produced by the Company are done so within the limits of the scope of work agreed with the Client in relation to the Proposal and pursuant to the Client's specific instructions or, in the absence of such instructions, in accordance with any relevant trade custom, usage or practice.
- 4.4 The Client further agrees and acknowledges that:
 - 4.4.1 the Services are not necessarily designed or intended to address all matters of quality, safety, performance or condition of any material, services, systems or processes tested, inspected or certified and the scope of work does not necessarily reflect all standards which may apply to material, services, systems or processes tested, inspected or certified. The Client understands that reliance on any Output Material issued by the Company is limited to the facts set out in the Output Material which represents the Company's review and analysis of facts, information, documents, samples and/or other materials in existence at the time of the performance of the Services only; and
 - 4.4.2 the Output Material is prepared only on the basis of the information provided by the Client and the Company accepts no liability for any loss or damage arising from the Client's failure to provide, or from the Client providing incomplete, inaccurate or misleading, information, whether by act, omission, negligence or fraudulent intent.

5. Client obligations

- 5.1 The Client shall:
- 5.1.1 co-operate with the Company in all matters relating to the Services;
 - 5.1.2 provide the Company, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by the Company;
 - 5.1.3 provide the Company with such information and materials as the Company may reasonably require in order to provide the Services, and ensure that such information is complete and accurate in all material respects; and
 - 5.1.4 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.
- 5.2 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (**Client Default**):
- 5.2.1 without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays the Company's performance of any of its obligations;
 - 5.2.2 the Company shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 5.2; and
 - 5.2.3 the Client shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Client Default.

6. Assignments and Sub-Contracting

- 6.1 The Company reserves its right to sub-contract the whole or part of the work and will notify the Client accordingly.

7. Price of Services

- 7.1 The price of the Services shall be the Company's quoted price. Unless otherwise stated in the Proposal, all prices quoted are valid for 30 days only or until earlier acceptance by the Client, after which time they may be altered by the Company without giving notice to the Client.
- 7.2 The Company reserves the right by giving notice to the Client at any time before commencement of the Service, to increase the price of the Services to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), or any delay caused by any instructions of the Client or failure of the Client to give the Company adequate information or instructions.
- 7.3 Value Added Tax ("VAT") will be added to all charges at the rate applicable at the tax point at the time of invoice. Where the Client is registered for VAT within the European Union but outside the United Kingdom the work will be zero-rated provided The Company has been notified of the Client's VAT registration number. If the Client is not registered or The Company has not been so notified, VAT at the rate applicable at the tax point shall become payable.

- 7.4 The Company may review its charges on an annual basis and may, at its discretion, apply a reasonable increase to reflect changes in the cost of providing the Services, including (without limitation) increases in labour, materials or other operational costs. Any such increase will be notified to the Client in writing and will take effect no later than 30 days after the date of the notice.

8. Terms of payment

- 8.1 Subject to any special terms agreed in Writing between the Client and the Company, the Company shall be entitled to invoice the Client for the price of the Services on or at any time after commencement of the same.
- 8.2 The Client shall pay the price of the Services inclusive of VAT where applicable (but without any other deduction) within 30 days of the date of the Company's invoice in pounds Sterling. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 8.3 If the Client fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
- 8.3.1 cancel the Contract or suspend any further provisions of the Services to the Client. Any such period of suspension shall be disregarded for the purpose of contractual time limits previously agreed for the completion of the services
 - 8.3.2 under The Late Payment of Commercial Debts (Interest) Act 1998, charge the Client interest (both before and after any judgement) on the amount unpaid, at the rate of 4% per annum above (NatWest Bank) base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); and
 - 8.3.3 charge the Client the costs of recovery of any outstanding amount including legal costs and disbursements and charge any Bank charges incurred on representing cheques or requesting special clearance thereof.

9. Force Majeure

- 9.1 For the purposes of this clause 9, **Force Majeure Event** means:
- (a) acts of God, flood, drought, earthquake or other natural disaster;
 - (b) epidemic or pandemic;
 - (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - (d) nuclear, chemical or biological contamination or sonic boom;
 - (e) any law or action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition;
 - (f) collapse of buildings, fire, explosion or accident; and
 - (g) interruption or failure of utility service.
- 9.2 Subject to clause 9.4, a party (**Affected Party**) shall not be liable for any failure or delay in performing any of its obligations under the Contract for so long as, and to the extent that, its performance is prevented, hindered or delayed by a Force Majeure Event.

- 9.3 The Affected Party shall promptly notify the other party in writing of the start of a Force Majeure Event and shall use all reasonable endeavours to limit the effect of the Force Majeure Event on the performance of its obligations.
- 9.4 The Affected Party shall keep the other party informed of its endeavours under clause 9.3 and their outcome promptly on request.
- 9.5 If the Affected Party has not resumed full performance of any obligations suspended under clause 9.2 within 60 days after the start of the Force Majeure Event, the other party may terminate the Contract by giving not less than 30 days' written notice to the Affected Party.

10. Accuracy

- 10.1 Any results provided by the Company comprising advice data and conclusions are based on information supplied by the Client and evidence known at the time to the Company. The Client shall supply all necessary information, data, drawings and items necessary to the timescale required by the Company and shall arrange, at the Client's expense and risk, for the conveyance of all test items to and from the Company's laboratories unless the conveyance of samples and other items forms an integral part of the Work. All data provided, conclusions reached, or recommendations made by the Company rely on scientific and engineering concepts disciplines and procedures used or adopted by the Company and the Company does not warrant that the same will necessarily be achieved by other parties, or that such conclusions or recommendations will necessarily be valid in circumstances other than those of which the Company has direct experience. Any results are believed to be accurate and reliable subject to the limitations of normal experimental uncertainties.
- 10.2 Any report produced by the Company for the benefit of the Client relates solely to the goods or samples reported on and not bulk from which the goods or samples were drawn.

11. Confidentiality and Intellectual Property

- 11.1 The property, and any copyright, design rights or other intellectual property rights in any Output Material shall, unless otherwise agreed in Writing between the Client and the Company, belong to the Company, but the Client shall be entitled to use the Output Material for the purposes of utilising the Services by way of an exclusive licence, subject to payment in full of all sums payable under this Contract.
- 11.2 Any information provided by the Client which is so designated by the Client and any Output Material shall be kept confidential by the Company, and all Output Material or other information provided by the Company which is so designated by the Company shall be kept confidential by the Client: but the foregoing shall not apply to any documents or other materials, data or other information which either party is required to disclose by law or by statutory requirements or which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.
- 11.3 The Output Material is prepared exclusively for the Client for the purposes of the Contract and may not under any circumstances be used by any third party. The Company is not liable for any Output Material so used and the Client shall indemnify the Company against all liability and loss, damages and expenses awarded against or incurred by the Company in connection with any claims by third parties in connection with such use of the Output Material.
- 11.4 While the Company is not aware, to the best of its knowledge, that any Output Material is in infringement of any design rights, copyright or other intellectual property rights of any third party, it does not give any particular warranty in this respect.

12. Limitation of Liability and Warranty

- 12.1 The following definitions apply in this clause 12:
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- 12.1.1 **liability:** every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence) or otherwise;
- 12.1.2 **default:** any act or omission resulting in one party incurring liability to the other.
- 12.2 Nothing in this Contract limits or excludes:
 - 12.2.1 liability for deliberate or willful default;
 - 12.2.2 liability for death or personal injury caused by negligence to the extent preserved by section 2(1) of the Unfair Contract Terms Act 1977;
 - 12.2.3 liability for fraud or fraudulent misrepresentation;
 - 12.2.4 any liability that cannot legally be limited; or
 - 12.2.5 the Client's payment obligations under the Contract.
- 12.3 Subject to clause 12.2, this clause 12.3 sets out the types of loss that are wholly excluded:
 - 12.3.1 loss of profits;
 - 12.3.2 loss of sales or business;
 - 12.3.3 loss of agreements or contracts;
 - 12.3.4 loss of anticipated savings;
 - 12.3.5 loss of use or corruption of software, data or information;
 - 12.3.6 loss of or damage to goodwill; and
 - 12.3.7 indirect or consequential loss.
- 12.4 The Services are provided to and for the benefit of the Client exclusively and all collateral warranties are hereby excluded. The Company shall not be liable to any third party who seeks to use the Services without the Company's express written permission for any loss, damage, expense or injury of any kind whatsoever, consequential or otherwise, arising out of or due to or caused by any defects or deficiencies of any sort in the Services whether such defects or deficiencies are caused by the negligence of the Company or its employees or agents or otherwise.
- 12.5 The Company shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Client which are incomplete, incorrect, inaccurate, or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.
- 12.6 No liability is accepted by the Company for loss or damage to any goods or samples submitted for examination by the Client, howsoever caused, including where the Company arranges courier collection. Following examination of the goods or samples the remainder will only be returned to the Client upon written request. Unless the Company receives notice in Writing to the contrary or as otherwise noted in the Proposal, the Company shall be entitled to dispose of all goods or samples within 6 months of receipt of the goods or samples.
- 12.7 Subject to clause 12.2, the Company's total liability under or in connection with the Contract, whether arising in contract, tort (including negligence) or otherwise, in respect of all acts and omissions occurring within a contract year shall not exceed an amount equal to the fees paid by the Client to the Company for the Services performed in accordance with the Contract.

- 12.8 The Client shall indemnify and keep the Company (including, its officers, employees, agents and contractors) indemnified against all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and reasonable professional costs and expenses) incurred or suffered by the Company as a result of:
- 12.8.1 any material breach by the Client of the terms of the Contract;
 - 12.8.2 any claims made against the Company due to the infringement of any regulation, enactment or legislation by the Client; and
 - 12.8.3 any action (including any investigation) by a regulatory, supervisory or governmental authority arising out of or in connection with the Client's breach of the Contract, negligence or failure to comply with applicable laws in the performance of the Contract.
- 12.9 The Client is under a duty to mitigate any losses howsoever caused.
- 12.10 The Client acknowledges and agrees that the limitation of liability contained in this clause is:
- 12.11.1 fair and reasonable;
 - 12.11.2 reflected in the level of charges and of insurance cover carried by the Company; and
 - 12.11.3 just and equitable having regard to the extent of the responsibility of the Company for any loss or damage suffered, on the basis that all other consultants, the contractor and any subcontractors who have a liability shall be deemed to have provided contractual undertakings to the Client on terms no less onerous than those contained in this Contract.
- 12.12 Apart from the internal quality control measures, the Company participates in various proficiency testing schemes and is a UKAS accredited testing laboratory No. 1227 and inspection body No. 0260 for asbestos sampling and testing (please refer to our UKAS schedules for the list of accredited services, available on our website).
- 12.13 This clause 12 shall survive termination of the Contract.

13. Publicity

- 13.1 The Company's name shall not be used in connection with the Contract for purposes of publicity promotion or advertising without the prior written approval of The Company. The Company may publish or join in publishing any description or illustration of the works with the prior consent of the Client.

14. Non-solicitation of Staff

- 14.1 The Client shall not solicit or entice away or seek to entice away from the Company to work for its business, whether as principal, agent, partner, director, employee, secondee or consultant, any person who is or was employed or engaged by the Company in providing the Services.
- 14.2 If the Client breaches clause 14.1 above, the Client shall pay on demand to the Company a sum equivalent to 60% of the gross salary of the solicited staff member to cover any loss or damage suffered by the Company. This is without prejudice to and does not in any way replace or restrict the Company's right to bring any claim against the Client for any further relief or damages (including claims for injunctive relief and additional damages) which might be available at law.

15. Processing of Personal Data

15.1 In this clause 15 the following definitions shall apply:

Controller	shall have the meaning given in applicable Data Protection Laws from time to time;
Data Protection Laws	means, as binding on either party or the Services: <ul style="list-style-type: none"> (a) the GDPR; (b) the Data Protection Act 2018; (c) any laws which implement any such laws; and (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
Data Subject	shall have the meaning in applicable Data Protection Laws from time to time;
GDPR	means the General Data Protection Regulation, Regulation (EU) 2016/679;
Personal Data	has the meaning given in the applicable Data Protection Laws from time to time;
Personal Data Breach	has the meaning given in the applicable Data Protection Laws from time to time;
Processing	has the meaning given to it in applicable Data Protection Laws from time to time (and related expressions, including process, processed, and processes shall be construed accordingly);
Processor	has the meaning given to it in applicable Data Protection Laws from time to time;
Protected Data	means Personal Data received from or on behalf of the Client in connection with the performance of the Company's obligations under the Contract;
Sub-Processor	means any agent, subcontractor or other third party (excluding its employees) engaged by the Company for carrying out any processing activities on behalf of the Client in respect of the Protected Data;

15.2 The parties agree that the Client is a Controller and that the Company is a Processor for the purposes of processing Protected Data pursuant to the Contract. The Client shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Client shall ensure all instructions given by it to the Company in respect of Protected Data (including the terms of the Contract) shall at all times be in accordance with Data Protection Laws. Nothing in the Contract relieves the Client of any responsibilities or liabilities under any Data Protection Laws.

15.3 The Company shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract.

15.4 The Client shall indemnify and keep indemnified the Company against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority) arising out of or in connection with any breach by the Client of its obligations under this clause 15.

15.5 The Company shall:

15.5.1 only process (and shall ensure Company Personnel only process) the Protected Data in accordance with this clause 15 and the Contract (including when making any transfer to which clause 15.9 relates), except to the extent:

15.5.1.1 that alternative processing instructions are agreed between the parties in writing; or

15.5.1.2 otherwise required by applicable law (and shall inform the Client of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest); and

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- 15.5.2 without prejudice to clause 15.2, if the Company believes that any instruction received by it from the Client is likely to infringe the Data Protection Laws it shall promptly inform the Client and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.
- 15.6 Taking into account the state of technical development and the nature of processing, the Company shall implement and maintain technical and organisational measures to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.
- 15.7 The Company shall:
- 15.7.1 not permit any processing of Protected Data by any agent, subcontractor or other third party (except its or its Sub-Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the prior written authorisation of the Client;
 - 15.7.2 prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this clause 15 (including those relating to sufficient guarantees to implement appropriate technical and organisational measures) that is enforceable by the Company and ensure each such Sub-Processor complies with all such obligations;
 - 15.7.3 remain fully liable to the Client under the Contract for all the acts and omissions of each Sub-Processor as if they were its own; and
 - 15.7.4 ensure that all persons authorised by the Company or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.
- 15.8 The Company shall (at the Client's cost):
- 15.8.1 assist the Client in ensuring compliance with the Client's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to the Company; and
 - 15.8.2 taking into account the nature of the processing, assist the Client (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Client's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.
- 15.9 The Company shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the United Kingdom or to any International Organisation (as defined in the applicable Data Protection Laws) without the prior written authorisation of the Client.
- 15.10 The Company shall, in accordance with Data Protection Laws, make available to the Client such information that is in its possession or control as is necessary to demonstrate the Company's compliance with the obligations placed on it under this clause 15 and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Client (or another auditor mandated by the Client) for this purpose (subject to a maximum of one audit request in any 12 month period under this clause 15.10).
- 15.11 The Company shall notify the Client without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.

- 15.12 On the end of the provision of the Services relating to the processing of Protected Data, at the Client's cost and the Client's option, the Company shall either return all of the Protected Data to the Client or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires the Company to store such Protected Data. This clause 15 shall survive termination or expiry of the Contract.

16. Dispute Resolution and Applicable Law

- 16.1 Any dispute or difference arising out of or in connection with this Contract shall be referable at the option of either party to adjudication. The person who is to act as the adjudicator shall be agreed between the Client and the Company.
- 16.2 The contract shall in all respects be subject to and construed in accordance with English Law and the Client submits to the exclusive jurisdiction of the English Courts.

17. Events of Default. Termination. Repossession. Suspension

17.1 If:

- 17.1.1 the Client fails to pay any sums when due; or
- 17.1.2 the Client commits a material breach of any term of the Contract or any other terms agreed with the Company and (if such breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so; or
- 17.1.3 the Client is, or for statutory purposes is deemed to be or appears to be unable to pay its debts as they become due, or the value of its assets is less than the amount of its liabilities (including contingent and prospective liabilities) or the Client otherwise becomes insolvent or suspends payment or threatens to do so or ceases to trade; or
- 17.1.4 the Client makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- 17.1.5 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Client or
- 17.1.6 the Client ceases, or threatens to cease, to carry on business; or
- 17.1.7 where the Client is an individual or partnership, he or any partner dies; or
- 17.1.8 outside England and Wales anything corresponding to any of the above occurs; or
- 17.1.9 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Client.

- 17.2 Then in the above cases the Client shall notify the Company forthwith in writing of such event and in all cases the Company may (at its discretion, whether or not it has received notice from the Client as aforesaid, and without prejudice to its other rights hereunder or otherwise) at any time by notice to the Client do any one or more of the following:

- 17.2.1 terminate, cancel and/or rescind the Contract and other contracts with the Client;

- 17.2.2 declare immediately due, payable and interest-bearing under clause 8.3.2 above any amounts owed by the Client to the Company under any contract;
- 17.2.3 suspend the provision of any Services to the Client;
- 17.2.4 proceed against the Client for any sums owing under the Contract and/or damages, as appropriate.

18. Secondment

- 18.1 Where the Client agrees to second its personnel to the Company, such secondments shall be governed by the terms set out in the applicable secondment agreement. While seconded personnel will work under the day-to-day direction and control of the Company, they shall remain employees or contractors of the Client, and the Client shall retain responsibility for all employment obligations, unless otherwise agreed in writing between the Client and the Company.
- 18.2 The Company shall provide a safe and appropriate working environment and shall not assign any duties beyond the agreed scope without prior written consent.

19. General

- 19.1 The Company may amend or update these Conditions from time to time, including without limitation, to reflect changes in applicable law, regulation, or industry practice.
- 19.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 19.3 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 19.4 No waiver by the Company of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 19.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder or the provision in question shall not be affected thereby
- 19.6 The parties acknowledge that, except as specifically provided in this Contract, it is not their intention that any third party shall be entitled to enforce any term of this Contract which may confer a benefit on that third party, whether any such entitlement would, but for this provision, arise under the Contracts (Rights of Third Parties) Act 1999 or otherwise.