



EYE CONNECT UK LIMITED

Optical Recruitment Solutions

TERMS AND CONDITIONS

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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;
Assignment	means the period during which the Contractor renders services to the Customer
Bribery Laws	means the Bribery Act 2010 and all Applicable Laws in connection with bribery or anti-corruption and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England;
Conditions	means the Supplier's terms and conditions of sale set out in this document;
Confidential Information	means any commercial, financial or technical information, information relating to the Supplier, plans, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential, or which is developed by the Customer in performing its obligations under, or otherwise pursuant to the Contract;
Contract	means this agreement between the Supplier and the Customer for the provision of a Contractor incorporating these Conditions and the Order, and including all its schedules, attachments, annexures and statements of work;
Contractor	means the individual, either as a person or a corporate body, engaged by the Customer to

carry out an Assignment following an Introduction by the Supplier to the Customer

Control

has the meaning given to it in section 1124 of the Corporation Tax Act 2010 OR means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and Controls, Controlled and under common Control shall be construed accordingly;

Controller

shall have the meaning given in applicable Data Protection Laws from time to time;

Customer

means the named party in the Contract which has agreed to purchase the services from the Supplier and whose details are set out in the Order;

Data Protection Laws

means, as binding on either party:

- (a) the GDPR;
- (b) the Data Protection Act 2018;
- (c) any laws which implement or supplement any such laws; and
- (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

Data Protection Supervisory Authority

means any regulator, authority or body responsible for administering Data Protection Laws;

Data Subject

shall have the meaning in applicable Data Protection Laws from time to time;

Direct Basis

means the Customer engaging with a Contractor, that has already been Introduced to the Customer by the Supplier, directly or via a third-party online platform without the involvement of the Supplier;

Documentation

means any descriptions, instructions, manuals, literature, technical details or other related materials supplied in connection with the Contractor;

Force Majeure

means an event or sequence of events beyond a party's reasonable control 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 Supplier's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;

GDPR

means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);

International Organisation

has the meaning given in the applicable Data Protection Laws from time to time;

Introduction

means the introducing of a Contractor to the Customer, or vice versa, and that Contractor never before having worked with or for the Customer;

MSA Offence

has the meaning given in clause 8.2.1;

Order

means the Customer's order and/or request to the Supplier for the provision of a Contractor;

Permanent Basis

means the Customer employing the Contractor and the Contractor is paid on a PAYE basis or by other equivalent means;

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;

Price

has the meaning given in clause 3;

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 Customer in connection with the performance of the Supplier's obligations under the Contract;
Services	means the services set out in the Order and to be supplied by the Supplier to the Customer in accordance with the Contract;
Sub-Processor	means any agent, subcontractor or other third party (excluding its employees) engaged by the Supplier for carrying out any processing activities on behalf of the Customer in respect of the Protected Data;
Supplier	means EyeConnectUK Limited (CRN: 06853368) of 12 Cloves Hill, Morley, Ilkeston, DE7 6DH
Supplier Personnel	all employees, officers, staff, other workers, agents and consultants of the Supplier, its Affiliates and any of their sub-contractors who are engaged in the performance of the Services from time to time;
Third Party	means any business, franchisor, franchisee, company, organisation, sole trader or otherwise any person, either directly or via an online platform, who is capable of engaging the Contractor, including any other franchisee or alternative branch of the Customer;
VAT	means value added tax under the Value Added Tax Act 1994; and

1.2 In these Conditions, unless the context otherwise requires:

- 1.2.1 a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any);
- 1.2.2 any clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of these Conditions;
- 1.2.3 a reference to a 'party' means either the Supplier or the Customer and 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 without prejudice to the provisions of clause 12, a reference to legislation is a reference to that legislation 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 without prejudice to the provisions of clause 12, 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 Supplier and the Customer. 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 Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing.
- 2.3 No variation of these Conditions or to an Order 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 Customer and the Supplier respectively.
- 2.4 Each Order by the Customer to the Supplier or Contractor directly shall be an offer to Engage or Re-engage a Contractor subject to these Conditions.
- 2.5 If the Supplier is unable to accept an Order, it shall notify the Customer in writing as soon as reasonably practicable.
- 2.6 The offer constituted by an Order shall remain in effect and capable of being accepted by the Supplier for 5 Business Days from the date on which the Customer submitted the Order, after which time it shall automatically lapse and be withdrawn.
- 2.7 The Supplier may accept or reject an Order at its discretion.
- 2.8 Rejection by the Supplier of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.

- 2.9 The Supplier may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply and are incapable of being accepted by the Customer.
- 2.10 In absence of these Conditions being signed by the Customer, the Conditions will be deemed accepted upon the placement of an Order and/or payment of an invoice.

3 Fee's

- 3.1 The Supplier shall charge the Customer a fee of £25.00 per day in respect of any Engagement or Re-engagement of a Contractor if engaged for a fixed period.
- 3.2 The fee referenced in the above clause 3.1 will be payable from the date of the Engagement or Re-engagement up to and including the date the Contractor is no longer engaged by the Customer, inclusive of weekends and public holidays in England and Wales.
- 3.3 The Supplier shall charge the Customer a fee of £3,000.00 should the Customer Engage or Re-engage a Contractor on a Direct Basis.
- 3.4 The Supplier shall charge the Customer a fee equivalent to 10% of the Contractor's annual remuneration package should the Customer appoint a Contractor on a Permanent Basis.
- 3.5 If the Contractor is Engaged by a Third Party and such an Engagement is pursuant to an Introduction made by the Customer to the Third Party, the Customer shall be liable for the appropriate fee for the Contractor's services as if the Customer has Engaged the Contractor themselves.
- 3.6 The above clause 3.5 only applies if the Contractor is Engaged on a Direct Basis or Permanent Basis.
- 3.7 The appropriate fee under clause 3.5 are same fees as set out in clauses 3.1 to 3.4.
- 3.8 All fees will be subject to the addition of VAT.
- 3.9 The Supplier may increase any fee at any time by giving the Customer not less than 10 Business Days' notice in writing.

4 Payment

- 4.1 The Supplier shall invoice the Customer at any time following the acceptance of an Order, Engagement or Re-engagement.
- 4.2 The Customer shall pay all invoices:
- 4.2.1 in full without deduction or set-off, in cleared funds within 30 days of the date of each invoice; and
 - 4.2.2 to the bank account nominated by the Supplier.
- 4.3 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:
- 4.3.1 the Supplier may, without limiting its other rights, charge interest on such sums at 8% above Bank of England base rate from time to time in force per annum, and

- 4.3.2 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.
- 4.4 If the Customer disputes an invoice, they provide notice to the Supplier of the dispute within 15 days from the date of the invoice.
- 4.5 Any invoice that is not disputed in accordance with the above clause 4.4 shall be deemed accepted and not available to be disputed.
- 4.6 Should there be an Engagement or Re-engagement pursuant to clause 3.4 of these Conditions, and should the Customer terminate the Engagement or Re-engagement, the Customer will be entitled to a refund in accordance with the below:
- 4.6.1 a refund of 50% of the invoice if the Contractor's contract is terminated within 30 days of the Engagement or Re-engagement date; or
- 4.6.2 a refund of 25% of the invoice if the Contractor's contract is terminated within 31-60 days of the Engagement or Re-engagement.
- 4.7 The Customer will only be entitled to a refund under clause 4.6 if termination of the Contractor is pursuant to a breach of contract.

5 Performance

- 5.1 The Supplier will use all reasonable endeavours to ensure Contractor's are available for Engagement to the Customer.

6 Customer Confirmation

- 6.1 The Customer shall notify the Supplier within 2 Business Days if a Contractor is Engaged or Re-Engaged, and any notification should state:
- 6.1.1 full details of the Contractor;
- 6.1.2 the date of Engagement or Re-Engagement; and
- 6.1.3 the basis of which the Engagement or Re-engagement was made under.
- 6.2 Failure to comply with the above clause 6.1 will amount to a material breach of these Conditions.
- 6.3 Should the Supplier become aware of an Engagement or Re-engagement, and the Customer fails to notify the Supplier of the same within 28 days, the Customer will be charged an additional fixed fee of £75.00.

7 Anti-bribery

- 7.1 For the purposes of this clause 7 the expressions '**adequate procedures**' and '**associated with**' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 7.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:

- 7.2.1 all of that party's personnel;
 - 7.2.2 all others associated with that party; and
 - 7.2.3 all of that party's subcontractors;
involved in performing the Contract so comply.
- 7.3 Without limitation to clause 7.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.
- 7.4 The Customer shall immediately notify the Supplier as soon as it becomes aware of a breach or possible breach by the Customer of any of the requirements in this clause 7.
- 7.5 Any breach of this clause 7 by the Customer shall be deemed a material breach of the Contract that is not remediable and shall entitle the Supplier to immediately terminate the Contract by notice under clause 14.2.1.
- 8 Anti-slavery**
- 8.1 The Supplier shall comply with the Modern Slavery Act 2015.
- 8.2 The Customer undertakes, warrants and represents that:
- 8.2.1 neither the Customer nor any of its officers, employees, agents or subcontractors has:
 - (a) committed an offence under the Modern Slavery Act 2015 (an **MSA Offence**); or
 - (b) 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;
 - 8.2.2 it shall comply with the Modern Slavery Act 2015;
 - 8.2.3 it has implemented due diligence procedures to ensure compliance with the Modern Slavery Act 2015 in its business and supply chain, and those of its officers, employees, agents or subcontractors, which will be made available to the Supplier on request at any time throughout the Contract;
 - 8.2.4 its responses to the Supplier's modern slavery and human trafficking due diligence questionnaire are complete and accurate; and
- 8.3 The Customer shall notify the Supplier 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 Customer's obligations under clause 8.2. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Customer's obligations.

8.4 Any breach of clause 8.2 by the Customer shall be deemed a material breach of the Contract and shall entitle the Supplier to terminate the Contract with immediate effect.

9 Indemnity and insurance

9.1 The Customer shall indemnify, and keep indemnified, the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Supplier as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract.

9.2 The Customer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under the Contract. On request, the Customer shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable.

10 Limitation of liability

10.1 The extent of the parties' 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 10.

10.2 Subject to clauses 10.5 and 10.6, the Supplier's total liability shall not exceed the total value of the Contract.

10.3 Subject to clauses 10.5 and 10.6, the Supplier shall not be liable for consequential, indirect or special losses.

10.4 Subject to clauses 10.5 and 10.6, the Supplier shall not be liable for any of the following (whether direct or indirect):

10.4.1 loss of profit;

10.4.2 loss of revenue;

10.4.3 loss or corruption of data;

10.4.4 loss or corruption of software or systems;

10.4.5 loss or damage to equipment;

10.4.6 loss of use;

10.4.7 loss of production;

10.4.8 loss of contract;

10.4.9 loss of commercial opportunity;

10.4.10 loss of savings, discount or rebate (whether actual or anticipated);

10.4.11 harm to reputation or loss of goodwill; and/or

10.4.12 wasted expenditure.

- 10.5 The limitations of liability set out in clauses 10.2 to 10.4 shall not apply in respect of any indemnities given under the Contract.
- 10.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
- 10.6.1 death or personal injury caused by negligence;
 - 10.6.2 fraud or fraudulent misrepresentation;
 - 10.6.3 any other losses which cannot be excluded or limited by Applicable Law;
 - 10.6.4 any losses caused by wilful misconduct.

11 Confidentiality and announcements

- 11.1 The Customer shall keep confidential all Confidential Information of the Supplier and of any Affiliate of the Supplier and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:
- 11.1.1 any information which was in the public domain at the date of the Contract;
 - 11.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
 - 11.1.3 any information which is independently developed by the Customer without using information supplied by the Supplier or by any Affiliate of the Supplier; or
 - 11.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.
- except that the provisions of clauses 11.1.1 to 11.1.3 shall not apply to information to which clause 11.4 relates.
- 11.2 This clause shall remain in force for a period of five years from the date of the Contract and, if longer, three years after termination of the Contract.
- 11.3 The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.
- 11.4 To the extent any Confidential Information is Protected Data such Confidential Information may be disclosed or used only to the extent such disclosure or use is in compliance with and does not conflict with any provisions of clause 12.

12 Processing of personal data

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

- 12.2 The Supplier shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract.
- 12.3 The Customer shall indemnify and keep indemnified the Supplier 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 Data Protection Supervisory Authority) arising out of or in connection with any breach by the Customer of its obligations under this clause 12.
- 12.4 The parties agree:
- 12.4.1 the Supplier shall only process (and shall ensure Supplier Personnel only process) the Protected Data in accordance with the Contract (including when making any transfer to which clause 12.9 relates), except to the extent:
- (a) that alternative processing instructions are agreed between the parties in writing; or
 - (b) otherwise required by applicable law (and shall inform the Customer of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest); and
- 12.4.2 without prejudice to clause 12.1, if the Supplier believes that any instruction received by it from the Customer is likely to infringe the Data Protection Laws it shall promptly inform the Customer and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.
- 12.5 The Supplier shall implement and maintain technical and organisational measures to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.
- 12.6 The Supplier shall:
- 12.6.1 not permit any processing of Protected Data by any Sub-Processor if the Customer has objected to doing so;
- 12.6.2 prior to any Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint such Sub-Processor under a written contract containing materially the same obligations as under this clause 12 (including those relating to sufficient guarantees to implement appropriate technical and organisational measures) that is enforceable by the Supplier and ensure such Sub-Processor complies with all such obligations;
- 12.6.3 remain fully liable to the Customer under the Contract for all the acts and omissions of each Sub-Processor as if they were its own; and
- 12.6.4 ensure that all natural persons authorised by the Supplier or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.
- 12.7 The Customer shall reply to any communication from the Supplier requesting any further prior specific authorisation of a Sub-Processor pursuant to clause 12.6.1 promptly and in any event within 10 Business Days of request from time to time. The Customer shall not unreasonably withhold, delay or condition any such authorisation.

- 12.8 The Supplier shall (at the Customer's cost):
- 12.8.1 assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing and the information available to the Supplier; and
 - 12.8.2 taking into account the nature of the processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer'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.
- 12.9 The Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to any country or territory outside the United Kingdom or to any International Organisation without the prior written authorisation of the Customer.
- 12.10 The Supplier shall at the Customer's cost and expense promptly refer to the Customer all requests it receives for exercising any Data Subjects' rights under Chapter III of the GDPR which relate to any Protected Data. It shall be the Customer's responsibility to reply to all such requests as required by applicable law.
- 12.11 The Supplier shall, in accordance with Data Protection Laws, make available to the Customer such information that is in its possession or control as is necessary to demonstrate the Supplier's compliance with the obligations placed on it under this clause 12 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 Customer (or another auditor mandated by the Customer) for this purpose (subject to a maximum of one audit request in any 12 month period under this clause 12.11).
- 12.12 The Supplier shall notify the Customer without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.
- 12.13 On the end of the provision of the Services relating to the processing of Protected Data, at the Customer's cost and the Customer's option, the Supplier shall either return all of the Protected Data to the Customer 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 Supplier to store such Protected Data. This clause 12 shall survive termination or expiry of the Contract.

13 Force majeure

- 13.1 Subject to clause 13.2 below, 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 the 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 60 days, the party not affected may terminate the Contract by written notice to the other party.
- 13.2 The Customer may not rely on a Force Majeure event for the reason of non-payment of invoices.

14 Termination

- 14.1 Either party may terminate the Contract by giving not less than 30 days' notice to the other.
- 14.2 The Supplier may terminate the Contract or any other contract which it has with the Customer at any time by giving notice in writing to the Customer if:
- 14.2.1 the Customer commits a material breach of the Contract and such breach is not remediable;
 - 14.2.2 the Customer commits a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach;
 - 14.2.3 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 30 days after the Supplier has given notification that the payment is overdue; or
 - 14.2.4 any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.
- 14.3 The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if the Customer:
- 14.3.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 14.3.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Supplier reasonably believes that to be the case;
 - 14.3.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 14.3.4 becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;
 - 14.3.5 becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;
 - 14.3.6 becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;
 - 14.3.7 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - 14.3.8 has a resolution passed for its winding up;
 - 14.3.9 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - 14.3.10 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;
 - 14.3.11 has a freezing order made against it;

14.3.12 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title in those items; and/or

14.3.13 is subject to any events or circumstances analogous to those in clauses 14.3.1 to 14.3.12 in any jurisdiction.

14.4 The Supplier may terminate the Contract at any time by giving not less than 30 days' notice in writing to the Customer if the Customer undergoes a change of Control.

14.5 The right of the Supplier to terminate the Contract pursuant to clause 14.3 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 party agrees to adhere to the Contract.

14.6 If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle the Supplier to terminate the Contract under this clause 14, it shall immediately notify the Supplier in writing.

14.7 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.

15 Restrictions

15.1 The Customer, during the course of their Contract, will be privy to Confidential Information and the Customer will develop personal knowledge of valuable information, contracts, employees, contractors and otherwise Confidential Information of the Supplier and the Customer therefore will not, for a period of 6 months after termination of the Contract;

15.1.1 deal with, seek employment of, Engagement with, solicit, endeavour to entice away a Contractor of the Supplier whether Introduced to the Customer or not either directly or via a Third Party;

15.1.2 accept the supply of services from the Contractor where such a supply will likely have a detrimental or adverse effect on the Supplier; or

15.1.3 interfere or attempt to interfere with the relationship between the Supplier and any Contractor.

16 Notices

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

16.1.1 be in writing and in English;

16.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and

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

16.2 Notices may be given, and are deemed received:

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

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

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

16.2.4 by email on receipt of a delivery.

16.3 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 16.1 and shall be effective:

16.3.1 on the date specified in the notice as being the date of such change; or

16.3.2 if no date is so specified, 5 Business Days after the notice is deemed to be received.

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

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

17 Cumulative remedies

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

18 Time

Unless stated otherwise, time is of the essence for any date or period specified in the Contract in relation to the Customer's obligations only.

19 Further assurance

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

20 Entire agreement

20.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

20.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

20.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

21 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.

22 Assignment

- 22.1 The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent, such consent not to be unreasonably withheld or delayed.
- 22.2 Notwithstanding clause 22.1, the Customer may perform any of its obligations and exercise any of its rights granted under the Contract through any Affiliate provided that it gives the Supplier prior written notice of such subcontracting or assignment including the identity of the relevant Affiliate. The Customer acknowledges and agrees that any act or omission of its Affiliate in relation to the Customer's rights or obligations under the Contract shall be deemed to be an act or omission of the Customer itself.

23 Set off

- 23.1 The Supplier shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract or under any other contract which the Supplier has with the Customer.
- 23.2 The Customer shall pay all sums that it owes to the Supplier under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

24 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.

25 Equitable relief

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

26 Severance

- 26.1 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.
- 26.2 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 order to agree the terms of a mutually acceptable alternative provision.

27 Waiver

- 27.1 No failure, delay or omission by the Supplier 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.
- 27.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Supplier shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Supplier.
- 27.3 A waiver of any term, provision, condition or breach of the Contract by the Supplier shall only be effective if given in writing and signed by the Supplier, and then only in the instance and for the purpose for which it is given.

28 Compliance with law

The Customer shall comply with Applicable Law 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.

29 Costs and expenses

The Customer 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).

30 Third party rights

- 30.1 Except as expressly provided for in clause 30.2, 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.
- 30.2 Any Affiliate of the Supplier 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 order to rescind or vary the Contract or any provision of it.

31 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.

32 Jurisdiction

The parties irrevocably agree that the courts of England and Wales 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).

I/WE hereby agree and accept the above Terms and Conditions of Eye Connect UK Limited

Signed _____

Date _____

Position Held _____

For and on behalf of the Company _____