



BREEZE PEOPLE LTD

TERMS AND CONDITIONS OF CLIENT ENGAGEMENT

1. INTERPRETATION

- 1.1 The following definitions and rules of interpretation in this clause apply to the Contract:

Assignment: shall have the meaning set out in clause 4.

Account Management Fee: a fee which may be applied by Breeze People in the event of Contract termination see Clause 7.5.

AWR 2010: the Agency Workers Regulations 2010 (*SI 2010/93*).

Breeze People: means Breeze People Limited whose registered office is at White Building Studios, 1-4 Cumberland Place, Southampton, Hampshire, England, SO15 2NP (registered in England and Wales with company number 07331399).

Brief: the Client's order for Services as set out in the brief form provided by Breeze People and signed by the Client.

Business Day: a day other than a Saturday, Sunday or public holiday when banks in London are open for business.

Client: the person or firm who purchases the Services from Breeze People.

Client Personnel: the Client's employees, subcontractors and agents (and their employees, subcontractors and agents).

Commencement Date: shall have the meaning set out in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 19.3.

Conduct Regulations 2003: the Conduct of Employment Agencies and Employment Business Regulations 2003 (*SI 2003/3319*).

Contract: the contract between Breeze People and the Client for the supply of Sub-contractors in accordance with these Conditions.

Engage: the employment of a Sub-contractor or engagement directly or indirectly through any employment business other than through Breeze People (whether for a definite or indefinite period) as a direct result of any Introduction or Assignment

to the Client and the terms **Engaged** or **Engagement** shall be construed accordingly.

Extended Assignment: shall have the meaning set out in clause 5.2.

Fees: shall have the meaning set out in clause 6.7.

Holding company and subsidiary: mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sub sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

Individual: an individual, or, where the individual is a company or other legal entity including the individual worker, as the case may be.

Introduce: the provision to the Client of information by Breeze People which identifies the Individual and **Introduction** and **Introduced** shall be construed accordingly.

Introduction Date: the date Breeze People Introduces the Sub-contractor to the Client in accordance with clause 3.

Introduction Fee: shall have the meaning set out in clause 5.1.

Other Qualifying Payments: any remuneration payable to the Sub-contractor (other than their basic hourly rate), which is not excluded by virtue of regulation 6 of the AWR 2010, such as any overtime, shift premium, commission or any bonus, incentive or rewards which are directly attributable to the amount or quality of work done by a Sub-contractor and are not linked to a financial participation scheme (as defined by the AWR 2010).

Qualifying Sub-contractor: any Sub-contractor who at the relevant time is entitled to the rights conferred by regulation 5 of the AWR 2010 and in particular has been provided to the Client (whether by Breeze People or any third party) for the Qualifying Period and in respect of whom Breeze People has complied with its obligations under clause 3.

Qualifying Period: means the 12-week qualifying period as defined in regulation 7 of the AWR 2010, subject to regulations 8 and 9 of the AWR 2010.

RAMS: means Risk Assessment Method Statement as set out in Clause 8.4.

Relevant Period: shall have the meaning set out in regulation 10(5) and (6) of the Conduct Regulations 2003.

Relevant Terms and Conditions: the relevant terms and conditions for any particular Qualifying Sub-contractor as defined in regulation 6 of the AWR 2010.

Services: the supply by Breeze People of Sub-contractors for Assignment(s).

Sub-contractor: an Individual Introduced and supplied by Breeze People to the Client to provide services to the Client not as an employee of the Client, who is deemed to be an agency worker for the purposes of regulation 3 of the AWR 2010.

Unsatisfactory Sub-contractor: has the meaning set out in clause 6.4.

Valid Opt-Out: means written notification from a company Individual and the individual provided by that company Individual in accordance with regulation 32(9) of the Conduct Regulations 2003, as amended from time to time.

Vulnerable Person: shall have the meaning set out in regulation 2 of the Conduct Regulations 2003.

Working Time Regulations: provisions under the Working Time Regulations 1998 Act as advised by UK Health and Safety Executive.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Contract.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.8 A reference to **writing** or **written** includes faxes and e-mail.
- 1.9 Any words following the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. BASIS OF CONTRACT

- 2.1 The Brief constitutes an offer by the Client to purchase Services in accordance with these Conditions.
- 2.2 The Brief and Terms and Conditions within the Contract shall be deemed to be accepted once the Client has completed and confirmed the Brief to Breeze People at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Breeze People which is not set out in the Contract. Without prejudice to the generality of the foregoing, Breeze People do not accept any liability for any failure of a Sub-Contractor to meet any performance related targets in respect of an Assignment save where this is expressly set out in the Brief.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by Breeze People, and any descriptions or illustrations contained in the supplier's website, catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6 Any quotation given by Breeze People shall not constitute an offer and is only valid for the period of time stated on it (or, if none, for a period of 10 Business Days from its date of issue).

3. BREEZE PEOPLE'S OBLIGATIONS

- 3.1 This Contract sets out the agreement between Breeze People and the Client for the supply of Sub-contractors by Breeze People to the Client. For the purposes of the Conduct Regulations 2003, Breeze People acts as an employment business in relation to the Introduction and supply of Sub-contractors pursuant to the Contract.
- 3.2 Breeze People agree to provide, in the UK, Individuals for the Client as Sub-contractors who meet the Client's requirements and other criteria for an Assignment, as set out in the Brief.

- 3.3 Breeze People will hold and maintain Public Liability Insurance to a level of £2m in respect of provision of Sub-contractors to the Client.
- 3.4 Where an Individual is required by law or any professional body to have any qualifications or authorisations to work on the Assignment or the Assignment involves working with any Vulnerable Persons, Breeze People will take all reasonably practicable steps to obtain, and offer to provide copies of, any relevant qualifications or authorisations and two references. Breeze People will also take all reasonably practicable steps to confirm that the Individual is suitable for the Assignment. If Breeze People is unable to fully comply with these requirements, it shall inform the Client of the steps it has taken to supply the necessary information.
- 3.5 Prior to the commencement of the Assignment, Breeze People will send the Client written confirmation of:
- (a) the identity of the Sub-contractor;
 - (b) the Sub-contractor's experience, training, qualifications and authorisations necessary for the Assignment;
 - (c) the Sub-contractor's willingness to carry out the Assignment;
 - (d) any notice period to terminate the contract; and
 - (e) the intervals at which invoices shall be rendered to the Client by Breeze People.
- 3.6 Breeze People shall, where relevant, inform the Client whether it holds a Valid Opt Out for each Sub-contractor whom it Introduces to the Client.
- 3.7 The parties shall conduct meetings regularly to review the services provided by Breeze People. Any resulting changes agreed to the services, remuneration or any other aspect of the Contract shall be binding only if confirmed in writing by an authorised representative of Breeze People. Otherwise, the previous arrangements shall apply.

4. CLIENT'S OBLIGATIONS

When making a request for the provision of a Sub-contractor to perform certain services (**Assignment**), the Client will give Breeze People details of:

- (a) the date on which the Client requires the Sub-contractor to commence work and the duration, or likely duration, of the work;
- (b) the nature of the role which the Client seeks a Sub-contractor to undertake, including the type of work the Sub-contractor would be required to do, the location at which, and the hours during which, the Sub-contractor would be required to work (including, without limitation,

details of the environment and conditions in which the Sub-contractor would be required to work), and any risk to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;

- (c) the expectations of the performance level required of the Sub-contractor in fulfilling the Client's campaign objectives;
- (d) the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law, or by any professional body, for the Sub-contractor to possess in order to work in the position. In particular but without prejudice to the generality of the foregoing, if there are any restrictions relating to samples to be offered by Sub-contractors the Client will give Breeze People full details of such restrictions;
- (e) any Client specific rules and regulations that need to be adhered to for the Sub-contractor to satisfactorily carry out their duties;
- (f) any expenses payable to the Individual; and
- (g) any information reasonably required by Breeze People in order for Breeze People to fulfil its obligations under the AWR 2010.
- (h) any requirement to use images, visual or audio recorded content relating to any Sub-contractor provided by Breeze People (other than for the purposes of meeting internal marketing needs that the Client may have from time to time).

5. SUBSEQUENT EMPLOYMENT OF A SUB-CONTRACTOR BY THE CLIENT

- 5.1 If, following the supply of a Sub-contractor by Breeze People to the Client within the Relevant Period, the Client Engages the Sub-contractor, the Client will pay Breeze People an Introduction Fee of £2,500.00 plus applicable rate of VAT for each applicable Sub-contractor.
- 5.2 The Introduction Fee will not be payable if the Client gives written notice to Breeze People that it intends to continue the hire of the Sub-contractor for a further period of six months (Extended Assignment) before it Engages the Sub-contractor other than through Breeze People.
- 5.3 Where the Client decides (in accordance with clause 5.2) to have the Sub-contractor supplied by Breeze People for the Extended Assignment:
 - (a) the Fees payable by the Client during the Extended Assignment shall be those applicable immediately before Breeze People received the Client's notice of election;

- (b) at the end of the Extended Assignment, the Client may Engage the Sub-contractor without paying the Introduction Fee; and
- (c) if the Client chooses an Extended Assignment, but engages the Sub-contractor before the end of the Extended Assignment, the Introduction Fee may be charged by Breeze People, reduced proportionately to reflect the amount of the Extended Assignment paid for by the Client.

6. SUB-CONTRACTORS

- 6.1 Sub-contractors are not employees of Breeze People; they are self-employed individuals or are provided to Breeze People by their own personal service company.
- 6.2 In relation to Clause 6.1 any Sub-contractor provided by Breeze People is responsible for their own taxation and financial affairs and Breeze People is therefore compliant with HMRC IR 35 rules and regulations.
- 6.3 Breeze People shall notify the Client immediately if it believes that any Sub-contractor is unsuitable for the Assignment or becomes aware of any matter that indicates that an Sub-contractor may be unsuitable for the Assignment or is inconsistent with any information previously provided including where a Sub-contractor ceases to have the appropriate skills, approvals or a right to work in the United Kingdom or where this Contract may be or has been breached.
- 6.4 If the Client decides that a Sub-contractor is unsuitable to perform the Assignment (an **Unsatisfactory Sub-contractor**), then the Client shall within twenty-four hours notify Breeze People in writing of that fact giving the grounds for its dissatisfaction with the Unsatisfactory Sub-contractor.
- 6.5 If the Client notified Breeze People of an Unsatisfactory Sub-contractor in accordance with clause 6.4, Breeze People shall (at its sole discretion):
 - (a) use its reasonable endeavours to rectify the issue with the Unsatisfactory Sub-contractor; or
 - (b) use its reasonable endeavours to replace the Unsatisfactory Sub-contractor with another Sub-contractor; or
 - (c) terminate the Assignment and not charge (or, if applicable, refund) the Fees relating to all or such part of the Assignment undertaken by the Unsatisfactory Sub-contractor as Breeze People shall in its sole discretion determine to be reasonable in the circumstances.
- 6.6 Breeze People or the Client may terminate an Assignment at any time on reasonable prior written notice. In the event of termination prior to the end of an Assignment, the Client shall be liable for the payment of Fees due and payable for services already performed. If the Client terminates an Assignment after it has

been agreed between the parties (other than under clause 9.1), the Client shall pay Breeze People the Fees in accordance with the following scale, whether the Assignment has commenced or not:

- (a) Termination less than 48 hours prior to the planned commencement of the Assignment: 100% of the Fees;
- (b) Termination over 48 hours prior to the planned commencement of the Assignment: 50% of the Fees at Breeze People's sole discretion.

6.7 The Client will pay Breeze People the fees in respect of Sub-contractors as set out in the Brief (**Fees**). When booking a Sub-contractor for an Assignment, Breeze People shall advise the Client of the agreed Fees for each Sub-contractor. The following conditions apply to the Fees:

- (a) they are fixed unless the number of hours worked by the Sub-contractor(s) (to the nearest quarter hour) exceed the total number of hours agreed for the Assignment, in which event the Fees shall be the agreed fixed fee plus such additional sum as shall be calculated according to the number of excess hours worked by the Sub-contractor(s) (to the nearest quarter hour);
- (b) the minimum period of any Assignment shall be four hours;
- (c) the Client shall be invoiced weekly (or, for Assignments of shorter duration, at the end of the Assignment) and invoices are payable within 21 days of receipt.
- (d) for the avoidance of doubt, the Client shall not be required to pay Fees for any absences (for whatever reason) of a Sub-contractor provided that normal breaks in accordance with **UK Working Time Regulations** taken by Sub-contractors shall not be deemed to be absences and daily rates quoted by Breeze People are inclusive of such breaks;
- (e) Breeze People shall not withhold any payment due to a Sub-contractor because of any failure by the Client to pay Breeze People;
- (f) no increase in the fees payable under this Contract by the Client to Breeze People may be made without the Client's prior written consent;
- (g) the Fees shall remain payable in full in the event of the cancellation of an event to which an Assignment relates, whether due to adverse weather or any other unforeseen circumstances.

7. FEES AND VAT

7.1 Where applicable, Breeze People shall charge VAT to the Client, at the prevailing rate, after Breeze People has provided the Client with a VAT inclusive invoice.

- 7.2 Breeze People reserve the right, and at its sole discretion, to require any Client (particularly, but not necessarily only, new Clients) to pay the Fees in full prior to the Commencement Date upon the issuing of a pro forma invoice by Breeze People.
- 7.3 Without limiting any other right or remedy of Breeze People, if the Client fails to make any payment due to Breeze People under this Contract by the due date for payment (**Due Date**), Breeze People shall have the right to charge interest on the overdue amount at the rate of 4.0 % per cent per annum above the base lending rate of Santander UK PLC from time to time accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
- 7.4 The Client shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against Breeze People in order to justify withholding payment of any such amount in whole or in part. Breeze People may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by Breeze People to the Client.
- 7.5 Should the Client terminate the Contract (See also Clause 9) Breeze People reserve the right and at its sole discretion to issue an Account Management Fee of 10% of the specific total Contract value to the Client to cover necessary expenditure and obligations caused by the impact of termination in addition to the Fees set out in clause 6.6.

8. LIMITATION OF LIABILITY

- 8.1 Nothing in these Conditions shall limit or exclude Breeze People's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 8.2 Subject to clause 8.1:
- (a) Breeze People shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - (b) Breeze People's total liability to the Client in respect of all other losses arising under or in connection with the Contract, whether in contract,

tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total amount of Fees paid or payable by the Client to Breeze People under the Contract.

- (c) Unless supplied by Breeze People any vehicle that may be used in the execution of Client required duties by any Sub Contractor is to be provided by the Client and adequately insured for intended use.

8.3 This clause 8 shall survive termination of the Contract.

8.4 The Client, or any other competent third party appointed by the Client, is wholly responsible for any required RAMS or Health and Safety assessment relating to the duties and working environment of the Sub-contractor provided by Breeze People.

9. TERMINATION

9.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within seven days of that party being notified in writing of the breach;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) the other party (being an individual) is the subject of a bankruptcy petition or order;

- (f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- (h) a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.1(b) to clause 9.1(i) (inclusive);
- (k) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (l) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

10. EFFECT OF EARLY TERMINATION

Any termination of this Contract however caused shall not affect:

- (a) any rights or liabilities which have accrued before the time of termination; or
- (b) the continuance in force of any provision of this Contract which expressly or by implication is intended to come into or continue in force after termination.

11. ANNOUNCEMENTS

Each party shall ensure that, except as may be required by law or any regulatory authority, neither it nor any of its employees, agents or contractors (or any tier) shall make, or cause to be made, (whether to the employees, customers, suppliers, public, press or otherwise) any communication, media statement, announcement or other disclosure whatsoever, whether written or oral, about the other party to this Contract, the existence of this Contract or any matter referred to in this Contract without the other party's prior written consent to its contents.

12. INDEMNITIES

- 12.1 Prior to the commencement of any work by a Qualifying Sub-contractor in relation to an Assignment, or by a Sub-contractor who during the course of work on that Assignment will become a Qualifying Sub-contractor, Breeze People shall notify the Client of this fact, and agree with the Client the applicable Fees, in accordance with the Brief, including any Other Qualifying Payments which may be payable.
- 12.2 Subject to clause 12.4 and clause 12.5, Breeze People shall and shall ensure that any other sub-contractor or intermediary shall at all times comply with their obligations under the AWR 2010, including but not limited to providing any Qualifying Sub-contractor with the Relevant Terms and Conditions in accordance with regulation 5.
- 12.3 Subject to clause 12.4 and clause 12.5, the Client shall at all times comply with its obligations under the AWR 2010, including but not limited to providing any Sub-contractors with access to collective facilities and amenities and employment opportunities subject to and in accordance with regulation 12 and 13 of the AWR 2010.
- 12.4 Each party (the **Indemnifier**) shall Indemnify the other (the **Indemnified**) for any liability, cost, claim, award or any other expense incurred by it arising out of a breach or alleged breach by the Indemnifier, its sub-contractors or any other intermediaries, of the AWR 2010 save to the extent that the Indemnified is, in accordance with the AWR 2010, liable for the same.
- 12.5 In the event that either party receives an allegation by any Sub-contractor that there has been a breach of the AWR 2010 in relation to the supply of that person to the Client by Breeze People (whether that allegation has been made as a request for information under regulation 16 of the AWR 2010 or otherwise), it shall provide a copy of that allegation to the other party within seven days of receipt. The parties shall co-operate with each other in relation to responding to that allegation, which shall include supplying any information which may be reasonably requested by the other party, and complying with any reasonable requests in relation to the contents of any response.
- 12.6 The Client shall Indemnify Breeze People against any liability, cost, claim, award or any other expense incurred Breeze People arising out of any failure or inability of Breeze People to comply with its obligations under the AWR 2010, to the extent arising as a result of the negligence or wilful acts or omissions of the Client or Client Personnel.

- 12.7 Without prejudice to any other rights or remedies available to Breeze People, the Client shall indemnify Breeze People against all claims and proceedings, damages, costs and expenses arising out of or incurred in respect of:
- (a) death or personal injury of any Sub-contractor in relation to the performance of the Contract, except to the extent caused by Breeze People's negligence; or
 - (b) loss of or damage to any property of Breeze People or any Sub-contractor (including any equipment hired by Breeze People for the purposes of an Assignment) to the extent arising as a result of the negligence or wilful acts or omissions of the Client or the Client Personnel in relation to the performance of the Contract.
- 12.8 The provisions of this clause 12 shall survive termination of this Contract.

13. CONFIDENTIALITY

- 13.1 Neither party shall during and after termination of this Contract, without the prior written consent of the other party, use or disclose to any other person any information of the other party which is identified as confidential or which is confidential by its nature.
- 13.2 Each party shall on demand and on termination of this Contract surrender to the other all materials relating to such confidential information in its or its personnel's agent or representatives' possession.

14. FORCE MAJEURE

- 14.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of Breeze People including but not limited to strikes, lock-outs or other industrial disputes (whether involving the Sub-contractors or workforce of Breeze People or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, pandemic, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors (including, but not limited to, Sub-contractors).
- 14.2 Breeze People shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 14.3 If the Force Majeure Event prevents Breeze People from providing any of the Services for more than one week, Breeze People shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Client.

15. DATA PROTECTION AND GDPR COMPLIANCE

To the extent that any data or information belonging to the one party (**Data Controller**) that is shared with the other party (**Data Processor**) is personal data within the meaning of the Data Protection Act 1998:

- (a) the Data Processor will process such data and information only in accordance with the Data Controller's instructions;
- (b) the Data Processor will not transmit such data and information to a country or territory outside the European Economic Area without the Data Controller's prior express written consent; and
- (c) the Data Processor will take such technical and organisational measures against unauthorised or unlawful processing of such data and information and against accidental loss or destruction of, or damage to, such data and information as are appropriate to the Data Controller.
- (d) Breeze People further undertakes that it will in all respects be compliant with the Data Protection Act (2018) as it relates to General Data Protection Regulation (GDPR) obligations and requirements with reference to applicable and pertinent data that may be communicated between the parties.

16. WARRANTIES AND UNDERTAKINGS

- 16.1 Breeze People warrants that the services contemplated in this Contract will be performed with reasonable care and skill.
- 16.2 Each party warrants to the other that it does and that it shall comply with all relevant statutes, laws, regulations and codes of practice from time to time in force in the relevant Territory.
- 16.3 Each party warrants that it has full capacity and authority to enter into and perform this Contract.

17. NON-SOLICITATION

The Client agrees that it shall not either on its own account or in partnership or association with any person, firm, company or organisation, or otherwise and whether directly or indirectly during, or for a period of six months from, the end of the term of this Contract, solicit or entice away or attempt to entice away or authorise the taking of such action by any other person, any key executive of the other party who has worked on the services provided under this Contract at any time during the term of this Contract.

18. ASSIGNMENT AND SUB-CONTRACTING

- 18.1 Breeze People may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- 18.2 The Client shall not, without the prior written consent of Breeze People, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 18.3 Each party that has rights under this Contract is acting on its own behalf and not for the benefit of another person.

19. ENTIRE AGREEMENT

- 19.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.
- 19.2 Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that its only liability in respect of those representations and warranties that are set out in this Contract (whether made innocently or negligently) shall be for breach of contract.
- 19.3 No variation of this Contract shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).

20. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 20.1 A person who is not a party to this Contract shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 20.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Contract is not subject to the consent of any person that is not a party to this Contract.

21. GOVERNING LAW AND JURISDICTION

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

- 21.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter or formation (including noncontractual disputes or claims).

22. SEVERANCE

- 22.1 If any court or competent authority finds that any provision of this Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Contract shall not be affected.
- 22.2 If any invalid, unenforceable or illegal provision of this Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.