



General Terms and Conditions

1. Definitions

In this Agreement the following terms and phrases shall have the following meaning unless the context requires otherwise:

Commencement Date	The date on which the contract has been fully executed or otherwise as stated in the main proposal.
Services	The agreed services to be performed by United Verifiers Limited are to be provided using reasonable skill and care.
Termination Date	The date on which the audit engagement hereunder is terminated.
Data Protection Legislation	Means the Data Protection Act 2018 which incorporates the UK GDPR.
Deliverables	As stated in Section 2.3 of this agreement.

2. Engagement

With effect from the Commencement Date, the Auditor is (subject to Clause 7) engaged as a Auditor to the Business.

3. Services

- 3.1 During his or her engagement, the Auditor shall devote such of his or her time, attention and skill to the business of the Business as shall be necessary for the proper performance of the Services.
- 3.2 The Auditor agrees to undertake the Consultancy Services in an expert and diligent manner and to provide his or her services to the best of his or her financial, commercial, technical and creative skill.
- 3.3 The Auditor shall keep the Business informed of progress on the project(s) in which the Auditor is engaged as required. While the Auditor's method of working is entirely his or her own and he or she is not subject to the control of the Business, he or she shall nevertheless promptly comply with reasonable requests of the Business.
- 3.4 The Auditor warrants to the Business that by entering into this Agreement he or she will not be in breach of any obligations to or agreements with any third party.
- 3.5 The Auditor will not during his or her appointment undertake any additional activities or accept other engagements or employments which lead or might lead to any conflict of interest between the Auditor and the best interests of the Business or which are in competition with the business of the Business.
- 3.6 If the Auditor is unable at any time to perform the Services, the Auditor may delegate performance of the Services to such suitably qualified and experienced personnel as he or she may from time to time deem appropriate. The Auditor will be responsible for remunerating the delegate/substitute. If a delegate/substitute is appointed, the provisions relating to sub-processor obligations under Clause 10 will apply.
- 3.7 If the Auditor is unable at any time to perform the Services due to illness, he or she must notify the Business as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with Clause 4 in respect of any period during which the Services are not provided.
- 3.8 The Auditor may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that:

- 3.8.1 The Business will not be liable to bear the cost of such functions; and
- 3.8.2 At the Business' request the third party shall be required to enter into direct undertakings with the Business, including with regard to confidentiality.
- 3.9 The Auditor shall:
 - 3.9.1 Not engage in any activity, practice or conduct which would constitute either:
 - i. A UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
 - ii. A foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;

4. Expenses

The Auditor shall be entitled to be reimbursed by the Business for all out of pocket expenses wholly, exclusively and properly incurred in the performance of the Services subject to the Auditor providing the Business with original vouchers, receipts or other evidence of actual payment of such expenses and subject to the expenses being specifically agreed in advance by the Business.

5. Confidentiality

- 5.1 The Auditor hereby agrees that during the course of his or her engagement under this Agreement they are likely to obtain knowledge of trade secrets and also other confidential information with regard to the business and financial affairs of the Business and those of the Business's clients, customers and suppliers details of which are not in the public domain ('Confidential Information'), including in particular (specify relevant matters) and accordingly the Auditor hereby undertakes to and covenants with the Business that:
 - 5.1.1 They shall not at any time during this Agreement use or procure the use of the name of the Business in connection with their own or any other name in any way calculated to suggest that they continue to be connected with the business of the Business or in any way hold themselves or herself out as having such connection;
 - 5.1.2 They shall not use the Confidential Information other than during the continuance of this Agreement and in connection with the provision of the Services; and
 - 5.1.3 They shall not (save as required by law) disclose or divulge to any person other than to officers or employees of the Business whose province it is to know the same any Confidential Information and he or she shall use his or her best endeavours to prevent the publication or disclosure of any Confidential Information by any other person.
- 5.2 The restrictions set out in Clause 5 shall cease to apply to information or knowledge which comes into the public domain otherwise than by reason of the default of the Auditor.

6. Termination of Agreement

- 6.1 This Agreement will terminate on fulfilment of the Services.
- 6.2 In addition, either party shall have the right to terminate this Agreement at any time by summary notice without any payment in lieu in the event of:
 - 6.2.1 The other party being in material or persistent breach of any of the terms of this Agreement; or
 - 6.2.2 The other party persistently and wilfully neglecting or becoming incapable for any reason of efficiently performing the Services or failing to remedy any default in providing the Services; or
 - 6.2.3 The other party dying or becoming by reason of incapacity incapable of managing their affairs; or
 - 6.2.4 The other party having a bankruptcy order made against him or her or making any arrangement with his or her creditors or having an interim order made against him or her; or

- 6.2.5 The other party taking any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business.
- 6.2.6 There being a change of control of the other party; or
- 6.2.7 A party's financial position deteriorates to such an extent that in the other party's reasonable opinion that party's capability to adequately fulfil its obligations under this Agreement have been placed in jeopardy; or
- 6.2.8 A party doing any action manifestly prejudicial to the interests of the other party or which in the opinion of the other party may bring them into disrepute; or
- 6.2.9 [The other party being convicted of any criminal offence other than a minor driving offence under the road traffic legislation in the UK or elsewhere for which a fine or non-custodial penalty is imposed]; or
- 6.2.10 [The other party offering, promising or giving a bribe or requesting, agreeing to receive or accepting a bribe or bribing a foreign public official in connection with the Services contrary to the Bribery Act 2010];

and that party shall have no claim against the terminating party in respect of the termination of his or her appointment for any of the reasons specified pursuant to Clauses 6.2.1 to [6.2.8- 6.2.10].

7. Consequences of Termination

- 7.1 Upon the expiration or termination of the engagement under this Agreement for whatsoever cause, the Auditor shall forthwith deliver up to the Business or its authorised representative all its property, including all equipment, materials, tools, keys, swipe cards, computer hardware and/or software, books, documents, account records and any other papers which may be in his or her possession, custody or control and which are the property of the Business or which otherwise relate in any way to the business or affairs of the Business and no copies of the same or any part thereof shall be retained by him or her. He or she shall then (if required by the Business) make a declaration that the whole of the provisions of this clause have been complied with.
- 7.2 The Business shall immediately pay to the Auditor all of the Auditor's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, the Auditor may submit an invoice, which shall be payable immediately on receipt;
- 7.3 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
- 7.4 The termination of this agreement howsoever occurring shall not affect the rights and liabilities of the parties already accrued at such time nor affect the continuance in force of such of its provisions as are expressed as or capable of having effect after such termination.

8. Insurance

The Auditor further warrants to the Business that they will:

- 8.1 Take out and maintain throughout the term of this Agreement, adequate professional indemnity insurance to protect themselves against any liabilities arising out of this Agreement and shall produce, at the request of the Business, a copy of the insurance policy or policies and relevant renewal receipts for inspection by the Business;
- 8.2 Take out and maintain throughout the term of this Agreement, adequate public liability insurance coverage [minimum £5 million cover] to protect themselves against any liabilities arising out of this Agreement in respect of all and any contractors/employees they utilise to carry out the Services and shall produce, at the request of the Business, a copy of the insurance policy or policies and relevant renewal receipts for inspection by the Business.
- 9. Data Protection and Data Processing
- 9.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this Clause Applicable Laws means (for so long as and to the extent that they apply to the Auditor) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.



- 9.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Business is the data controller and the Auditor is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

10. Limitation of Liability

- 10.1 Nothing in this Agreement shall limit or exclude the Auditor's liability for:
- 10.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 10.1.2 fraud or fraudulent misrepresentation;
 - 10.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
 - 10.1.4 defective products under the Consumer Protection Act 1987; or
 - 10.1.5 any matter in respect of which it would be unlawful for the Auditor to exclude or restrict liability.
- 10.2 Subject to clause 11.1:
- 10.2.1 The Auditor shall under no circumstances whatsoever be liable to the Business, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
 - i. Loss of profits;
 - ii. Loss of sales or business;
 - iii. Loss of agreements or contracts;
 - iv. Loss of anticipated savings;
 - v. Loss of use or corruption of software, data or information;
 - vi. Loss of damage to goodwill; and
 - vii. Any indirect or consequential loss, and
- 10.3 The Auditor's total liability to the Business, in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Services.
- 10.4 This clause 11 shall survive termination of the Agreement.

11. No Employment or Partnership

- 11.1 The Auditor is an independent contractor and nothing in this Agreement shall render or be deemed to render the Auditor an employee, worker or agent of the Business and the Auditor shall not hold himself or herself out as such. This Agreement does not create any mutuality of obligation between the Auditor and the Business and neither party seeks to create or imply any mutuality of obligation between the parties in the course of the performance of this engagement or during any notice period. The Business is not obliged to offer work to the Auditor, nor is the Auditor obliged to accept work where it is offered.
- 11.2 The Auditor may choose to delegate performance of the Services to such suitably qualified and experienced personnel as he or she may from time to time deem appropriate. The Auditor will be responsible for remunerating the delegate/substitute, such that there will be no further payments outside of the agreed terms to pay for any handover period between the Auditor and the delegate/substitute. When a delegate/substitute is appointed, the provisions relating to sub-processor obligations under Clause 10 will apply.
- 11.3 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Auditor shall be fully responsible for and shall indemnify the Business for and in respect of:
- 11.3.1 Any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law. The Auditor shall further indemnify the Business



against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Business in connection with or in consequence of any such liability, deduction, contribution, assessment other than where the latter arise out of the Business' negligence or wilful default;

- 11.3.2 Any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Auditor or any substitute against the Business arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Business.
- 11.4 The Business may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Auditor.
- 11.5 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

12. Notices/Communications

- 12.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or e-mail.
- 12.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address stated in this Agreement or to such other address (being in Great Britain) as the addressee may from time to time have notified for the purpose of this Clause; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by or e-mail, one Business Day after transmission.
- 12.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13. Entire Agreement

- 13.1 This agreement 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.
- 13.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

14. Force Majeure

- 14.1 If either party to this Agreement is prevented or delayed in the performance of any of its respective obligations under this Agreement by "force majeure", then such party shall be excused the performance for so long as such cause of prevention or delay shall continue;
- 14.2 For the purpose of this Agreement 'force majeure' shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and inter alia including, but not limited to the following:
- 14.2.1 Strikes, lockouts or other industrial action;
- 14.2.2 Terrorism, civil commotion, riot, invasion, war threat or preparation for war;
- 14.2.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic, bad weather or other natural physical disaster;
- 14.2.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and
- 14.2.5 Political interference with the normal operations.

15. Assignment and Other Dealings

- 15.1 The Business may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under this Agreement and may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent.
- 15.2 The Auditor shall not, without the prior written consent of the Business, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Agreement.

16. Survival of Causes of Action

The termination of this Agreement howsoever occurring shall not affect the rights and liabilities of the parties already accrued at such time nor affect the continuance in force of such of its provisions as are expressed as or capable of having effect after such termination.

17. Severability

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the illegal or unenforceable provision eliminated.

18. Waiver

A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. Variation

- 19.1 No variation of this Agreement shall be effective unless it is in writing and signed by both parties (or their authorised representatives).
- 19.2 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

20. Law and Jurisdiction

- 20.1 This Agreement 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.
- 20.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).