



MASTER SERVICES AGREEMENT

BETWEEN:

Arthur Ellis MHS C.I.C. trading as Arthur Ellis: Mental Health Support, of 5 Trevelyan Way, Old Wolverton, Milton Keynes, MK12 5FU ("Arthur Ellis") and Client ("Company"), together (the Parties).

BACKGROUND:

Company and Arthur Ellis desire to enter into arrangements regarding the collaboration and delivery of services (**Services**) on the terms set out in the conditions herein (**Conditions**).

AGREEMENT:

IN CONSIDERATION OF carrying out their respective obligations the Parties agree to the supply and purchase of the Services as detailed in the Conditions and/or any and all appendices to the Conditions:

Signed as an Agreement Arthur Ellis, by

Signature	Name	Position
	Jon Manning	CEO

Signed as an Agreement Company, by

Signature	Name	Position
.....		



Conditions

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 of the recipient of Arthur Ellis's services.
"Bribery Laws"	means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction.
"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, Scotland, Wales or Northern Ireland. A business day consists of business hours between 9am and 5pm unless otherwise expressly stated.
"Conditions"	means the terms and conditions of supply set out in this document and/or any and all appendices to these Conditions.
"Confidential Information"	means any commercial, financial or technical information; information relating to the Services, plans, or Affiliates engaged directly or indirectly with the parties to this Contract; know-how or trade secrets, in each case which is obviously confidential or has been identified as such (or which it is apparent is confidential either by its nature or the circumstances of its disclosure), or which is developed by the parties to this Contract in performing their obligations under, or otherwise pursuant to this Contract (including any such information supplied by Company or Arthur Ellis prior to this Contract being entered into);
"Contract"	means this agreement for the supply and purchase of Services as detailed in these Conditions and/or any and all Appendices to these Conditions;
"Control"	has the meaning given to it in section 1124 of the Corporation Tax Act 2010 as amended from time to time;
"Deliverable"	means means the specific deliverables pursuant to the Services, as set out in an Order and/or any relevant Appendix;
"Force Majuere"	means an event or sequence of events beyond the reasonable control of the affected party (after the exercise of reasonable care to put in place robust internal controls, back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under this Contract including an act of God, fire, flood, lightning, earthquake, pandemic of any nature whether or not designated as such by the UK government, 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 this Contract, strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving a party or its suppliers' workforce, but specifically excluding Company's inability to pay or circumstances resulting in Company's inability to pay;



"Intellectual Property Rights"	means copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; (e) to which Company is or may be entitled, and in whichever part of the world existing;
"Location"	(a) means the address(es) for performance of the Services as set out in this Contract, including any and all relevant Appendices;
"Modern Slavery Policy"	means the anti-slavery and human trafficking policy of Company in force and notified to Arthur Ellis from time to time;
"Order"	means the order for the Services from Arthur Ellis placed by Company in substantially the same form as set out in the relevant Appendix to this Contract;
"Price"	has the meaning set out in clause 3.1;
"Services"	means the Services set out in the relevant Appendix to this Contract;
"Specification"	means the description or specification of the Services set out or referred to in the relevant Appendix to this Contract;
"Supplier"	means Arthur Ellis;
"Supplier Rights"	means all Intellectual Property Rights accrued, vested in or controlled by Arthur Ellis as at the date of this Contract, including for the avoidance of doubt the Intellectual Property Rights in any material licensed to Arthur Ellis by a third party;
"VAT"	means value added tax under the Value Added Taxes Act 1994 as amended from time to time or any other similar sale or fiscal tax applying to the sale of the Services.



- 1.2 In these Conditions, unless the context requires otherwise:
- 1.2.1 any clause, appendix or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;
 - 1.2.2 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
 - 1.2.3 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;
 - 1.2.4 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
 - 1.2.5 a reference to a gender includes all genders;
 - 1.2.6 words in the singular include the plural and vice versa;
 - 1.2.7 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;
 - 1.2.8 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (including email); All written correspondence shall be in the English language;
 - 1.2.9 a reference to legislation is a reference to that legislation as in force at the date of this Contract OR 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 Company under this Contract; and
 - 1.2.10 a reference to legislation includes all subordinate legislation made as at the date of this Contract or, if the legislation is amended later, the legislation as it applies to the relevant Appendix to this Contract;

2. APPLICATION OF THESE CONDITIONS

- 2.1 These Conditions apply to and form part of this Contract between Arthur Ellis and Company. They supersede any previously issued terms and conditions of purchase or supply as agreed between the Parties.
- 2.2 Terms or conditions endorsed on, delivered with, or contained in Arthur Ellis's purchase conditions, order, confirmation of order, specification or other document shall form part of this Contract except to the extent that Company otherwise agrees in writing.
- 2.3 No variation of these Conditions or to an Appendix or to this Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of Company.
- 2.4 Each Order by Company to Arthur Ellis shall be a legally binding offer to purchase Services subject to these Conditions.
- 2.5 An Appendix may be withdrawn or amended by Arthur Ellis at any time before acceptance by Company. If Arthur Ellis is unable to accept an Order, it shall notify Company as soon as reasonably practicable.
- 2.6 The offer constituted by an Order shall remain in effect and be capable of being accepted by Arthur Ellis for 10 Business Days from the date on which Company submitted the Order, after which time it shall automatically lapse and may at Company's discretion, be withdrawn.



- 2.7 Arthur Ellis may accept or reject an Order acting reasonably. Assuming any Order has not been withdrawn under clause 2.6, an Order shall be accepted and binding on the earlier of:
- 2.7.1 Company providing written acceptance of the Order; or
 - 2.7.2 Arthur Ellis performing the Services and notifying Company that they are being performed.
- 2.8 Rejection by Company of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by Company
- 2.9 Arthur Ellis may issue quotations to Company from time to time. Quotations are invitations to treat only. They are not an offer to supply Services and are incapable of being accepted by Company as a legally binding agreement.
- 2.10 Marketing and other promotional material relating to the Services are illustrative only and do not form part of this Contract.
- 3. PRICE**
- 3.1 The price for the Services shall be as set out in the relevant Appendix to this Contract.
 - 3.2 The Prices are exclusive of VAT (or equivalent sales tax).
 - 3.3 Company shall pay any applicable VAT to Arthur Ellis on receipt of a valid VAT invoice.
- 4. PAYMENT**
- 4.1 Company shall pay all invoices to the bank account nominated by Arthur Ellis by the dates specified in any Order or as otherwise agreed by the Parties.
 - 4.2 Where sums due under these Conditions are not paid in full:
 - 4.2.1 Arthur Ellis may, without limiting its other rights, charge interest on such sums at 2% per annum above the base rate of NATWEST from time to time in force, and
 - 4.2.2 interest shall accrue on a daily basis and apply from the due date for payment until actual payment is received in full in cleared funds, whether before or after any legal judgment.
- 5. PERFORMANCE**
- 5.1 An Order shall specify whether the Services are to be:
 - 5.1.1 performed at the Location on the date(s) specified in the Order; or
 - 5.1.2 performed at alternative premises or by other agreed means (including media) set out in the Order (as the case may be).
 - 5.2 The Services shall be deemed performed on completion of the performance of the Services as specified in the Order or as agreed by the Parties in writing subsequently to any Order.
 - 5.3 Each performance of the Services shall be accompanied by a performance note stating:
 - 5.3.1 the date of the Order;
 - 5.3.2 the relevant Company and Arthur Ellis details;
 - 5.3.3 the category, type and quantity of Services performed; and



5.3.4 any special instructions.

5.4 Time of performance of the Services is of the essence. Arthur Ellis shall use its best endeavours to meet estimated dates for performance.

5.5 Arthur Ellis shall not (unless it contributes to the same) be liable for any delay in or failure of performance caused by:

5.5.1 Company's failure to: (i) make the Location available, (ii) prepare the Location or other agreed means (including media) including all technology in a proper and stable condition to allow Arthur Ellis to perform the Services or (iii) provide Arthur Ellis with adequate and reasonable instructions for performance or otherwise relating to the Services;

5.5.2 Force Majeure.

6. ASSURANCES

6.1 Company warrants that it has used all reasonable endeavours to provide Arthur Ellis with all relevant, full and accurate information as to Company's business and needs.

6.2 Arthur Ellis warrants to Company that:

6.2.1 it will perform the Services with care and skill and in accordance with best commercial practices and standards;

6.2.2 the Services will conform with the descriptions and specifications set out in this Contract.

6.3 Arthur Ellis shall, if reasonably required by Company, remedy, re-perform or refund the Services that do not comply with clause 6.2, provided that Company gives Arthur Ellis a reasonable opportunity to examine and evaluate the claim of the defective Services.

6.4 The provisions of these Conditions shall apply to any Services that are remedied or re-performed with effect from performance of the remedied or re-performed Services.

6.5 Company shall be entitled to exercise its rights under clause 6 notwithstanding that the Services were not rejected following any initial inspection.

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, Anti Money Laundering and Proceeds of Crime legislation and all associated guidance published and pertaining to such Acts

7.2 Each party shall comply with applicable Laws including ensuring that it has in place adequate procedures to prevent illegal activities.

7.3 Without limitation to clause 7.2, neither party shall make or receive improper compensation, or allow any such improper compensation 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 payments are not made or received directly or indirectly on its behalf.

7.4 Each party shall immediately notify the other as soon as it becomes aware of a breach [or possible breach] of any of the requirements in this clause 7.



8. ANTI-SLAVERY

8.1 Arthur Ellis undertakes, warrants and represents that:

8.1.1 neither Arthur Ellis nor any of its officers, employees, agents or subcontractors has:

- (a) committed an offence under the Modern Slavery Act 2015 (a **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;

8.1.2 it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy

8.1.3 it shall notify Company 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 Arthur Ellis's obligations under clause 8.1. Such notice shall set out full details of the circumstances concerning the breach or potential breach of Arthur Ellis's obligations.

8.2 Any breach of clause 8.1 by Company shall be deemed a material breach of this Contract and shall entitle Arthur Ellis to terminate this Contract with immediate effect. In such circumstances Company will not be entitled to a refund for any and all contracted services.

9. INDEMNITY AND INSURANCE

9.1 Company shall indemnify, and keep indemnified, Arthur Ellis from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by Arthur Ellis as a result of or in connection with Company's breach of any of Company's obligations under this contract.

9.2 Arthur Ellis shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under these conditions. On request, Arthur Ellis shall supply, so far as is reasonable (but not more than once per annum), evidence of the maintenance of the insurance.

10. LIMITATION OF LIABILITY

10.1 The extent of the Company's liability under or in connection with this 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 total liability accruing to Arthur Ellis shall not exceed the value of the work commissioned by Company as detailed in the relevant Appendix to this Contract.

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

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

10.4.1 loss of profit;

10.4.2 loss of data;

10.4.3 loss of use;



- 10.4.4 loss of production;
- 10.4.5 loss of contract;
- 10.4.6 loss of opportunity;
- 10.4.7 loss of savings, discount or rebate (whether actual or anticipated);
- 10.4.8 harm to reputation or loss of goodwill.

10.5 The limitations of liability set out in clauses 10.2 to 10.4 inclusive shall not apply in respect of any indemnities given by either party under this Contract.

10.6 Notwithstanding any other provision of this 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. INTELLECTUAL PROPERTY

11.1 Unless expressly set out in the Agreement or any Order, neither Party shall have any claim or interest in the other Party's Intellectual Property Rights.

11.2 As between Arthur Ellis and Company, Arthur Ellis shall, subject to any Supplier Rights, be the sole owner of all Intellectual Property Rights in any Deliverables from the date of creation of the Deliverables. Arthur Ellis shall use its best endeavours to ensure that Deliverables do not incorporate any Supplier Rights and it shall notify Company in writing of any Supplier Rights in the Deliverables at the earliest reasonable opportunity.

11.3 Subject to the provisions of clause 11.2, Company hereby assigns to Arthur Ellis absolutely with full title guarantee all its right, title and interest in and to the Deliverables ("Assigned Rights"), including:

- 11.3.1 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in any patents, registered designs and trade marks; and
- 11.3.2 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this assignment.

11.4 To the extent that a Deliverable incorporates Supplier Rights, both Company and Arthur Ellis hereby grant each other the perpetual right to use the relevant Supplier Rights in the Deliverables in any medium and for any commercial purpose providing there has been prior agreement in writing between Arthur Ellis and Company.

11.5 Company shall indemnify and holds harmless Arthur Ellis from and against any actions, claims, losses, damages, liability, costs and expenses (including reasonable professional fees and any compensation, costs or disbursements paid by Company to compromise or settle any action or claim) incurred by it as a result of or in connection with any action, demand or claim that performance of benefit of the Services infringes the Intellectual Property Rights of any third party ("IPR Claim").



- 11.6 If any IPR Claim is made or is reasonably likely to be made, Company may at its option:
- 11.6.1 require Arthur Ellis to continue providing the relevant Services; or
 - 11.6.2 modify or replace the infringing part of the Services so as to avoid the infringement or alleged infringement, provided the Services remain in material conformance to any specification included in an Order or as otherwise agreed by the Parties.

12. CONFIDENTIALITY AND ANNOUNCEMENTS

- 12.1 Each party shall keep confidential all Confidential Information of the other party and shall only use the same as required to perform this Contract. The provisions of this clause shall not apply to:
- 12.1.1 any information which was in the public domain at the date of this Contract;
 - 12.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of this Contract or any related Agreement;
 - 12.1.3 any information which is independently developed by the receiving party without using information supplied by the disclosing party or by any Affiliate of the disclosing party; or
 - 12.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of this Contract.
- 12.2 Each party will treat all information gathered from the other party as Confidential but reserves the right to share information if required for the Health and Safety of the other party or employees of the other party subject to the provisions of this clause.
- 12.3 This clause shall survive expiry or termination of this Contract howsoever arising, due to the nature of information Company and Arthur Ellis will be gathering and storing.
- 12.4 Neither party shall make any public announcement or disclose any information regarding this Contract, except to the extent required by law or regulatory authority or if agreed in writing with a duly authorised individual of the other party.

13. FORCE MAJEURE

- 13.1 A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:
- 13.1.1 promptly notifies the other of the Force Majeure event and its expected duration; and
 - 13.1.2 uses best endeavours to minimise the effects of that event.
- 13.2 If, due to Force Majeure, a party:
- 13.2.1 is or shall be unable to perform a material obligation; or
 - 13.2.2 is delayed in or prevented from performing its obligations for a continuous period exceeding 30 days or a total of more than 60 days in any consecutive period of 90 days;

then the other party may, within 30 days, terminate this Contract on immediate notice OR the parties shall, within 30 days, renegotiate this Contract to achieve, as nearly as possible, the original commercial intent.



14. TERMINATION

- 14.1 Either Party (except in relation to any payment obligations by Company in relation to the Services) may terminate this Contract at any time by giving notice in writing to the other Party if:
- 14.1.1 the other Party commits a material breach of Contract and such breach is not remediable;
 - 14.1.2 the other Party commits a material breach of this Contract which is not remedied within 14 days of receiving written notice of such breach;
 - 14.1.3 the other Party repeatedly breaches any of the terms of this Contract in a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract; or
 - 14.1.4 any consent, licence or authorisation held by the other party is revoked or modified such that the other party is no longer able to comply with its obligations under this Contract or receive any benefit to which it is entitled.
- 14.2 Company may terminate this Contract at any time by giving notice in writing to Arthur Ellis if Arthur Ellis:
- 14.2.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 14.2.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if Company reasonably believes that to be the case;
 - 14.2.3 becomes the subject of a Company Voluntary Arrangement under the Insolvency Act 1986;
 - 14.2.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - 14.2.5 has a resolution passed for its winding-up;
 - 14.2.6 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;
 - 14.2.7 is subject to any procedure for taking control of its goods that is not withdrawn or discharged within five Business Days of that procedure being commenced;
 - 14.2.8 has a freezing order made against it;
 - 14.2.9 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;
 - 14.2.10 is subject to any events or circumstances analogous to those in clauses 14.2.1 to 14.2.9 in any jurisdiction;
 - 14.2.11 takes any steps in anticipation of, or in the opinion of Company has no realistic prospect of avoiding, any of the events or procedures described in clauses 14.2.1 to 14.2.10 including giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
- 14.3 If either Party becomes aware that any event has occurred, or circumstances exist, which may entitle the other party to terminate this Contract under this clause 14 it shall immediately notify the other party in writing.



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

15. DISPUTE RESOLUTION

15.1 Any dispute arising between the parties out of or in connection with this Contract shall be dealt with in accordance with the provisions of this clause 15.

15.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.

15.3 The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:

15.3.1 within 5 Business Days of service of the notice, the relevant personnel of the parties shall meet whether in person or other agreed media to discuss the dispute and attempt to resolve it.

15.3.2 if the dispute has not been resolved within 5 days of the first meeting of the relevant personnel, then the matter shall be referred to the senior management (or persons of equivalent seniority) of each party. The senior management (or equivalent) shall meet whether in person or other agreed media within a further 5 days to discuss the dispute and attempt to resolve it.

15.4 The specific format for the resolution of the dispute under clause 15.3.1 and, if necessary, clause 15.3.2 shall be left to the reasonable discretion of the parties but may include the preparation and submission of statements of fact or of position.

15.5 If the dispute has not been resolved within 14 days of the first meeting of the senior management (or equivalent) under clause 15.3.2 then the matter may be referred to mediation in accordance with the London Court of International Arbitration Mediation Rules.

15.6 Until the parties have completed the steps referred to in clauses 15.3 and 15.5 and have failed to resolve the dispute, neither party may commence formal legal proceedings or arbitration except that either party may at any time seek urgent interim relief from the courts or emergency arbitrator relief.

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 a duly authorised individual, 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 this Contract.

16.2 Notices may be given, and are deemed received:

16.2.1 by hand: on receipt of a signature by a duly authorised individual 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 OR Royal Mail International Signed post: at 9.00 am on the fourth Business Day after posting; and



16.2.4 by email: at the time it is sent if that time is during the receiving party's normal business hours on a Business Day or else at 9.00am on the next Business Day, unless a delivery failure message is received.

16.3 Any change to the contact details of a party as set out in this 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 this Contract are cumulative and not exclusive of any rights and remedies provided by law.

18. GOOD FAITH

The Parties agree that performance of all aspects of the terms of this Contract and all other dealings between the Parties in connection therewith, shall be governed by the principle of good faith and fair dealing. Further, the Parties agree that they will perform all functions under this Contract in cooperation with the other and in accordance with prevailing industry standards.

19. FURTHER ASSURANCE

Each party shall at the request of the other party, and at the other party's own cost, do all acts and execute all documents which are reasonably necessary to give full effect to this Contract.

20. ENTIRE AGREEMENT

20.1 The Parties agree that this 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, oral, or implied in respect of its subject matter.

20.2 Each party acknowledges that it has not entered into this 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 this 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 this Contract.

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

21. VARIATION

No variation of this Contract shall be valid or effective unless it is in writing, refers to this Contract and these Conditions and is duly signed or executed by, or on behalf of, a duly authorised individual of each of the Parties (but may be executed in counterparts).



22. ASSIGNMENT

- 22.1 Arthur Ellis may not assign, subcontract or encumber any right or obligation under this Contract, in whole or in part, without the prior written consent of a duly authorised individual of Company.
- 22.2 Notwithstanding clause 22.1, Arthur Ellis may perform any of its obligations and exercise any of its rights granted under this Contract through any Affiliate. Arthur Ellis acknowledges and agrees that any act or omission of its Affiliate in relation to Arthur Ellis's rights or obligations under this Contract shall be deemed to be an act or omission of Arthur Ellis itself.

23. NO PARTNERSHIP OR AGENCY

The Parties are independent persons and are not partners, principal and agent or employer and employee and this Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than this 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.

24. EQUITABLE RELIEF

Each party recognises that any breach or threatened breach of this Contract may cause the other party irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to them, the parties acknowledge and agree that they shall be entitled to seek the remedies of specific performance, injunction and other equitable relief without proof of special damages.

25. SEVERANCE

- 25.1 If any provision of this Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Contract shall not be affected.
- 25.2 If any provision of this 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 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.

26. WAIVER

- 26.1 No failure, delay or omission by this Contract in exercising any right, power or remedy provided by law or under this 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.
- 26.2 No single or partial exercise of any right, power or remedy provided by law or under this Contract by a party shall prevent any future exercise of it or the exercise of any other right, power or remedy by that party.
- 26.3 A waiver of any term, provision, condition or breach of this Contract shall only be effective if given in writing and signed by a duly authorised individual, and then only in the instance and for the purpose for which it is given.

27. COMPLIANCE WITH LAW

Each party shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with this Contract.



28. CONFLICTS WITHIN CONTRACT

If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to this Contract, the terms of the Conditions shall prevail.

29. COSTS AND EXPENSES

Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of this Contract (and any documents referred to in it).

30. THIRD PARTY RIGHTS

A person who is not a party to this Contract shall not have any rights under this Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Contract.

31. GOVERNING LAW

This 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, this Contract, its subject matter or formation (including non-contractual disputes or claims).



APPENDIX 1

Date: Today

Customer: Company

Contact: Company

Supplier: Arthur Ellis MHS C.I.C. trading as Arthur Ellis: Mental Health Support, of 5 Trevelyan Way, Old Wolverton, Milton Keynes, MK12 5FU.

Contact:

Services:

Reference	Services	Description	Quantity	Price
AE1	1:1 Mentoring	1:1 support to Children, Young People and Adults	As agreed	£36 per session
AE2	1:1 and Group Supervision	1:1 and Group Supervision of staff, volunteers or contractors of the	As agreed	£50 per hour
AE4	Workshops	Corporate Workshops/Talks	As agreed	£850 per hour
Total				

Performance dates/periods: Contract commencing on today's date until acceptance of the deliverables in this Appendix

Signed by or on behalf of Company

Name.....Position.....

Date.....2023

If work commences and terms are now signed, we proceed with implied acceptance of these terms and conditions.

Signed by or on behalf Arthur Ellis

Name: Jon Manning

Position:

Director

Date: 01/04/2023