

**TERMS OF ENGAGEMENT FOR HELPERS**

between

**FRIENDS OF FRIENDS LIMITED**

and

**HELPER**

## PARTIES

- (1) **FRIENDS OF FRIENDS LTD** is incorporated and registered in England and Wales with company number 09128409 and whose registered office is at 27 Cranley Mews, London, SW7 3BY, United Kingdom (**FoF**).
- (2) [NAME OF HELPER] of [ADDRESS] (**Helper**).

## AGREED TERMS

### 1. INTERPRETATION

#### 1.1. The definitions and rules of interpretation in this clause apply to this agreement.

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

**Calendar Week:** shall have the meaning in regulation 7(4) of the AWR 2010.

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

**Confidential Information:** information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the Member that the Helper creates, develops, receives or obtains during the Placement, whether or not such information (if in anything other than oral form) is marked confidential.

**Demand:** any action, award, claim or other legal recourse, complaint, cost, debt, demand, expense, fine, liability, loss, outgoing, penalty or proceeding.

**Engage:** the employment of a Helper by the Member or any connected person directly or indirectly through any business other than through FoF (whether for a definite or indefinite period) following any Introduction to the Member and the term **Engaged** shall be construed accordingly.

**Provisional Helper's Fee:** The fee that FoF expects to pay the Helper following the completion of a Placement. The estimate is based on the hourly rate (which is decided by FoF) and the number of hours for which a Member is likely to require a Helper for a particular Placement.

**Helper:** a worker Introduced and supplied by FoF to the Member to provide services to the Member, in the capacity of an agency worker for the purposes of regulation 3 of the AWR 2010.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, moral rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

**Introduce:** the provision to the Member of information by FoF which identifies the Helper and **Introduction** and **Introduced** shall be construed accordingly.

**Introduction Fee:** the fee payable by the Member to FoF in the circumstances set out in clause 5.

**Order Form:** written confirmation of the detail of a particular Placement to be given to the Helper on acceptance of a Placement, and including various details of the Placement in the form specified by FoF from time to time.

**Placement(s):** the temporary services to be carried out by the Helper for the Member, as more particularly described in clause 3 and in the Order Form.

**Member:** clients of FoF, whether a person, firm, partnership or company to whom the Helper is Introduced or supplied.

**Other Qualifying Period Payment:** any remuneration payable to the Helper (other than the Qualifying Period Helper's Fee), 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 Helper and are not linked to a financial participation scheme (as defined by the AWR 2010).

**Qualifying Period Helper's Fee:** the Helper's Fee that will be paid to the Helper on completion of the Qualifying Period, if this rate is higher than the Helper's Fee. Such rate will be paid for each hour worked during a Placement (to the nearest quarter hour) weekly in arrears, subject to any deductions that FoF is required to make by law and to any deductions that the Helper has specifically agreed can be made.

**Qualifying Period:** 12 continuous Calendar Weeks, as defined in regulation 7 of the AWR 2010, subject always to regulations 8 and 9 of the AWR 2010.

**Helper's Fee:** the fee that is paid to the Helper in relation to a Placement. Such rate will be paid for each hour worked during a Placement (to the nearest half hour), subject to any deductions that FoF is required to make by law and to any deductions which the Helper has specifically agreed can be made. The Helper's Fee may vary depending on the Placement.

**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 as defined in regulation 6 of the AWR 2010 that apply once the Helper has completed the Qualifying Period.

**Placement Description:** shall have the meaning set out at clause 4.5.

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

**Website:** The website owned, managed and run by FoF ([friendsoffriendslondon.co.uk](http://friendsoffriendslondon.co.uk)).

**WTR 1998:** the Working Time Regulations 1998 (*SI 1988/1833*).

- 1.2. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3. A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 1.4. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.5. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.6. A reference to **writing** or **written** includes fax and e-mail.
- 1.7. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.8. A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.9. References to clauses are to the clauses of this agreement.
- 1.10. Any words following the terms **including, include, in particular, for example** 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. THE AGREEMENT**

- 2.1. These terms set out the entire agreement between FoF and the Helper for the supply of services to the Member and shall govern all Placements undertaken by the Helper (including, for the avoidance of doubt, where the Helper undertakes a Placement without having signed these terms). No contract shall exist between FoF and the Helper between Placements save in relation to any obligations which are stated or intended to apply following termination or expiry.
- 2.2. For the avoidance of doubt, save as otherwise provided, this agreement constitutes a contract for services and not a contract of employment between FoF and the Helper or the Helper and the Member.
- 2.3. For the purposes of the Conduct Regulations 2003, FoF acts as an Employment Business in relation to the Introduction and supply of the Helper to the Member.

## **3. BECOMING A HELPER**

- 3.1. Any person can register to become a Helper with FoF.
  - (a) the person must register their details on the Website. Those details include their first name, surname, email address, residential address, mobile phone number, date of birth and bank account information (so that payment can be made to them).
  - (b) upon receiving the details mentioned in Clause 3.1(a), FoF may arrange a telephone interview with the individual to ask various questions about their abilities and soft social skills.

- (c) if FoF, in its absolute discretion, decides that an applicant could become a Helper of FoF, it will arrange to meet with the applicant to discuss further details that may be needed and to ensure the person is fit to become a Helper.
- (d) if FoF is satisfied that the applicant possesses the required abilities to become a Helper, the applicant must, upon request from FoF, supply an [enhanced Disclosure and Barring Service \(DBS\) certificate](#). In the event of an adverse entry on the DBS certificate FoF may decline to allow the applicant to become a Helper. The [enhanced DBS check](#) must be paid by the applicant.
- (e) Subject to Clauses 3.1(a)-(d) an applicant may be invited to become a Helper.

3.2. FoF will store the Helper's information provided during the application process in accordance with FoF's Privacy Policy and the relevant law. This is to ensure that FoF can carry out its services efficiently, which is also to the benefit of the Helper.

#### **4. PLACEMENTS**

4.1. FoF will endeavour to obtain suitable Placements for the Helper. FoF is not obliged to provide any Placement to the Helper and the Helper shall not be obliged to accept any Placement offered by FoF.

4.2. The Helper acknowledges that the nature of temporary work means that there may be periods when no suitable Placements are available. The Helper agrees that suitability of a Placement shall be determined solely by FoF and that FoF shall incur no liability to the Helper should it fail to offer Placements to the Helper.

4.3. FoF may offer the same Placement to more than one Helper at any time. The first Helper to accept does not mean that that Helper will be the Helper that carries out the Placement. FoF has full discretion when it comes to choosing from all of the Helpers that accepted the Placement, even if the chosen Helper is one that accepted the Placement at a later date.

4.4. The Helper acknowledges that any time estimate for the performance of any Placement is for guidance only and may not be accurate. The Helper must discharge any Placement promptly and expeditiously even if this means that it is completed sooner than estimated by FoF. Likewise, the Helper must work continuously to complete any Placement until it is satisfactorily completed even if this means it takes longer to complete than estimated by FoF.

4.5. Except as provided below, at the same time as a Placement is offered to the Helper, FoF shall provide the Helper with the following information:

- (a) the identity of the Member, and if applicable, the nature of its business;
- (b) the date the Placement is to commence and the estimated likely duration of the Placement;
- (c) the type of work the Helper would be required to do
- (d) the location(s) at which the Helper would be required to work;
- (e) the Provisional Helper's Fee and any expenses payable by or to the Helper;

- (f) any risks to health and safety known to the Member and disclosed to FoF in relation to the Placement and the steps the Member has taken to prevent or control such risks; and
- (g) the experience, training, qualifications and any authorisation which the Member considers are necessary or which are required by law or a professional body for the Helper to possess in order to undertake the Placement.

4.6. FoF will use reasonable endeavours to provide the Placement Description but it is not obliged to provide all such information. The Helper acknowledges that FoF is dependent in all respects on information provided by the Member and accordingly does not warrant or undertake that the information provided by the Member is true, complete or accurate.

4.7. If the Helper considers that necessary information has not been provided, the Helper should inform FoF by email [helpers@friendsoffriendslondon.co.uk] or phone [02074601424], and FoF will endeavour to provide that information. FoF should not be relied upon for providing information that is required to fulfil the Placement, and it is the responsibility of the Helper to ensure that they have all the information they need to arrive to the Placement promptly and carry it out at a high standard.

4.8. If the Helper has completed the Qualifying Period on the start date of the relevant Placement or completes the Qualifying Period during the relevant Placement, the Helper will be informed of the Qualifying Period Helper's Fee if different from the Helper's Fee, together with the Other Qualifying Period Payments and the other Relevant Terms and Conditions to which the Helper may be entitled under the AWR 2010.

4.9. If the Helper considers that they have not received the Relevant Terms and Conditions on completion of the Qualifying Period, the Helper may raise this in writing with FoF setting out as fully as possible the basis of their concerns. FoF shall, within 28 days of receiving such request, provide the Helper with a written statement setting out:

- (a) relevant information relating to the basic work and employment conditions of the Helper;
- (b) the factors that FoF considered when determining such basic work and employment conditions; and
- (c) where FoF seeks to rely on the defence in regulation 5(3) of the AWR 2010, relevant information which:
  - (i) explains the basis on which it is considered that an individual is a comparable employee; and
  - (ii) describes the basic work and employment conditions which apply to that employee.

## **5. TEMPORARY TO PERMANENT**

5.1. The Helper undertakes not to be Engaged by a Member and will always refer to FoF any offers of such direct offers of Engagement made by a Member or any person introduced to the Helper by a Member.

5.2. The Helper acknowledges that FoF will be entitled to charge a Member an Introduction Fee where:

- (a) a Member Engages the Helper within the Relevant Period; or
- (b) a Member introduces the Helper to a third party (other than another FoF) who subsequently Engages the Helper within the Relevant Period.

- 5.3. Subject to FoF's written consent, the Introduction Fee will not be payable in the circumstances described in clause 5.2(a) if the Member agrees to extend the period of the Placement until the end of the Relevant Period upon which the Helper may be Engaged by the Member without further charge.
- 5.4. The Introduction Fee will be calculated by FoF as agreed with the Member.

## **6. HELPER'S OBLIGATIONS**

- 6.1. The Helper should not accept a Placement unless they are sure that they can attend and fulfil the Placement; this includes considering the location, start time, estimated time of Placement, and any other material information that is supplied in the Order Form or as part of the Placement Description. By accepting a Placement the helper warrants and undertakes that the Placement will be completed.
- 6.2. The Helper is not obliged to accept any Placement offered by FoF. If the Helper does accept a Placement, the Helper shall:
- (a) attend and complete the Placement to the best of his ability, taking all reasonable care while carrying out the Placement.
  - (b) co-operate with the Member's reasonable instructions and accept the direction, supervision and control of the Member;
  - (c) co-operate with FoF in the completion and renewal of all mandatory checks, including in relation to the Helper's right to work in the United Kingdom;
  - (d) where the Placement involves working with any Vulnerable Persons, the Helper will prior to accepting such Placement provide FoF with copies of any relevant qualifications or authorisations including an up-to-date Disclosure and Barring Service certificate and two references which are from persons who are not related to the Helper;
  - (e) take all reasonable steps to safeguard their own health and safety and that of any other person who may be present or be affected by their actions on the Placement and comply with the health and safety policies of the Member;
  - (f) not engage in any conduct detrimental to the interests of FoF or the Member;
  - (g) comply with all relevant statutes, laws, regulations and codes of practice from time to time in force in the performance of the Placement and applicable to the Member's business, including without limitation, any equal opportunities or non-harassment policies.
  - (h) attend any Placement punctually and in a courteous manner with appropriate clothing and attire.
  - (i) not be under the influence of alcohol or any drugs at any time throughout the course of Placement.

(j) will only provide the Services as set out in the Order Form.

6.3. If a Placement requires equipment to complete it, the Helper must supply that equipment at his/her own cost so that the Placement can be completed to a high standard.

6.4. If the Helper accepts any Placement offered by FoF, as soon as possible before the commencement of each such Placement and during each Placement (as appropriate) and at any time at FoF' request, the Helper undertakes to:

(a) inform FoF of any days before the date of commencement of the relevant Placement in which the Helper had worked in the same or a similar role with the Member directly or via any third party;

(b) provide FoF with all the details of such work, including (without limitation) details of when, where and the period(s) during which such work was undertaken, the role performed and any other details requested by FoF; and

(c) inform FoF if before the date of the commencement of the relevant Placement the Helper has:

(i) completed two or more Placements with the Member;

(ii) completed at least one Placement with the Member and one or more Placements with a member of the Member's Group; or

(iii) worked in more than two roles during a Placement with the Member and on at least two occasions has worked in a role that was not the same role as the previous role.

6.5. If the Helper is unable for any reason (including illness) to attend a Placement that he has accepted, the Helper should inform FoF immediately to enable alternative arrangements to be made. The Helper will not be paid their Helper's Fee if they cannot attend their Placement as a result of illness or for any other reason.

6.6. The Helper should not attend a Placement if they are ill, especially if the illness is contagious. If they are in any doubt, the Helper will contact the Member to inform them of the illness they have. The Member will then make a decision as to whether the Helper is too ill to attend the Placement.

6.7. If, either before or during the course of a Placement, the Helper becomes aware of any reason why they may not be suitable for a Placement, they shall notify the Member and FoF without delay.

6.8. If the Helper ever feels in danger or unsafe, for whatever reason, or if the Helper considers that a person or animal, which is in the responsibility of the Helper at the time of the Placement, is in danger, then the Helper must call the police on 999 as soon as possible and call FoF on [PHONE NUMBER]. Safety of all parties involved in a Placement is of paramount importance to FoF.

## **7. REMUNERATION**

7.1. At the end of a Placement, the Helper shall deliver to FoF a completed time sheet indicating the number of hours worked.

- 7.2. Subject to clause 7.3, FoF shall pay the Helper within 7 working days of the Placement completing and the time sheet being submitted regardless of whether FoF has received payment from the Member for those hours. FoF will arrange payment to the bank account that was supplied to FoF at the time of the Placement. FoF will not be liable for any loss of the Helper incurred as a result of incorrect or out-of-date bank account information supplied by the Helper.
- 7.3. Where a Member disputes the number of hours worked by the Helper or the level of service or appropriateness of the Helper, and therefore disputes the invoice sent to the Member, any payment due to the Helper may be delayed while FoF investigates (in a timely fashion) the issues in dispute. FoF shall make no payment to the Helper for hours not worked or for unsatisfactory work as decided by FoF.
- 7.4. For the avoidance of doubt and for the purposes of the WTR 1998, the Helper's working time shall only consist of those periods during which they are carrying out activities or duties for the Member as part of the Placement at the location specified. Time spent travelling to the Member's premises (with the exception of time spent travelling between two or more premises of the Member while on the same Placement), lunch breaks and other rest breaks shall not count as part of the Helper's working time for these purposes.
- 7.5. The Helper acknowledges and accepts that it could be a criminal offence under the Fraud Act 2006 to falsify any time sheet, for example by claiming payment for hours that were not actually worked.
- 7.6. The Helper must not take payment for a Placement directly from a Member, nor will the Helper exchange contact details or other information that is not strictly required for the completion of the Placement.
- 7.7. There will be occasions when Placements are cancelled.
- (a) If a Placement is cancelled within 6 hours prior to the start time of a Placement, then the Helper will still receive the Helper's Fee. Unless FoF, in its absolute discretion deems that the Placement was cancelled for reasonable reasons, and elects not to charge the Member for the Placement; in such a situation the Helper will not receive any payment, nor compensation for any loss incurred in connection with that Placement, whether that includes a direct financial loss stemming from travel costs, or any other consequential loss.
  - (b) If a Placement is cancelled with notice greater than 6 hours prior to the start time of a Placement, then the Helper will not receive any payment, nor compensation for any loss as a result, whether that includes a direct financial loss stemming from travel costs, or any other consequential loss.
- 7.8. Subject to any applicable statutory entitlement and to clause 8, the Helper is not entitled to receive payment from FoF or the Member for time not spent working on a Placement, whether in respect of holidays, illness or absence for any other reason, unless otherwise agreed.
- 7.9. If the Helper has completed the Qualifying Period on the start date of the relevant Placement or following completion of the Qualifying Period during the relevant Placement, FoF shall pay to the Helper:

- (a) the Qualifying Period Helper's Fee; and
- (b) the Other Qualifying Period Payments,

which will be set out in the relevant Order Form.

## **8. ANNUAL LEAVE**

- 8.1. If the Helper has not completed the Qualifying Period, then they will not be entitled to any holiday pay.
- 8.2. On completion of the Qualifying Period, the Helper may be entitled to paid annual leave. In those circumstances, FoF will inform the Helper in the relevant Order Form of any such entitlement, the date from which such entitlement will commence and how payment for such entitlement accrues.
- 8.3. The Helper should give at least 7 days notice of any proposed holiday dates.
- 8.4. All entitlement to annual leave must be taken during the course of the holiday year in which it accrues and no untaken holiday can be carried forward to the next holiday year. FoF' holiday year runs from 1 January to 31 December.

## **9. TERMINATION**

- 9.1. The Helper acknowledges that the continuation of a Placement is subject to and dependent on the continuation of the agreement entered into between FoF and the Member. If that agreement is terminated for any reason, the Placement shall cease with immediate effect without liability to the Helper, except for payment for work done up to the time of termination of the Placement.
- 9.2. Unless exceptional circumstances apply, the Helper's failure to inform the Member or FoF of their inability to attend the Placement as required by clause 6.5 will be treated as termination of the Placement by the Helper.

## **10. INTELLECTUAL PROPERTY RIGHTS**

The Helper acknowledges that all Intellectual Property Rights deriving from services carried out by the Helper for the Member during the Placement shall belong to the Member. Accordingly, the Helper shall execute all such documents and do all such acts as the Member shall from time to time require in order to give effect to the Member's rights pursuant to this clause.

## **11. CONFIDENTIALITY**

- 11.1. In order to protect the confidentiality and trade secrets of FoF and the Member, the Helper agrees not at any time:
  - (a) whether during or after a Placement (unless expressly so authorised by the Member or FoF as a necessary part of the performance of their duties), to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Member or FoF; or

- (b) to make any copy, abstract or summary of the whole or any part of any document or other material belonging to the Member or FoF except when required to do so in the course of the Helper's duties under a Placement, in which circumstances such copy abstract or summary would belong to the Member or FoF, as appropriate.

11.2. The restriction in clause 11.1 does not apply to:

- (a) any use or disclosure authorised by the Member or FoF or as required by law a court of competent jurisdiction or any governmental or regulatory authority;
- (b) any information which is already in, or comes into, the public domain otherwise than through the Helper's unauthorised disclosure; or
- (c) the making of a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

11.3. At the end of each Placement or on request the Helper agrees to deliver up to the Member or FoF all documents (including copies, equipment, passwords, pass codes and other materials belonging to the Member.

## **12. DATA PROTECTION**

12.1. The Helper consents to FoF and the Member holding and processing data relating to them for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" as defined in the Data Protection Act 1998 relating to them including, as appropriate:

- (a) information about their physical or mental health or condition to monitor sick leave and take decisions as to their fitness for work;
- (b) their racial or ethnic origin or religious or similar beliefs to monitor compliance with equal opportunities legislation;
- (c) information relating to any criminal proceedings in which they have been involved for insurance purposes and to comply with legal requirements and obligations to third parties; and

12.2. The Helper consents to FoF making such information available to the Member, those who provide products or services to FoF (such as advisers), governmental or quasi-governmental organisations and potential purchasers of FoF or any part of its business.

12.3. The Helper consents to the transfer of such information outside the European Economic Area for purposes connected with the performance of this agreement.

## **13. WARRANTIES AND INDEMNITIES**

13.1. The Helper warrants that:

- (a) the information supplied to FoF in any application documents is true;

- (b) the Helper has the experience, training, qualifications and any authorisation which the Member considers are necessary or which are required by law or by any professional body for the Helper to possess in order to perform the Placement;
- (c) the Helper is not prevented by any other agreement, arrangement, restriction (including, without limitation, a restriction in favour of any employment agency, FoF or Member) or any other reason, from fulfilling the Helper's obligations under this agreement; and
- (d) the Helper has valid and subsisting leave to enter and remain in the United Kingdom for the duration of this agreement and is not (in relation to such leave) subject to any conditions which may preclude or have an adverse effect on the Placement.
- (e) the Helper has disclosed all other information, facts and circumstances that it is reasonable to assume are or could be material to the decision of FoF to retain the services of the Helper and refer any specific Placement to the Helper.

13.2. The Helper shall indemnify and keep indemnified FoF and the Member against all Demands (including legal and other professional fees and expenses) which FoF or the Member may suffer, sustain, incur, pay or be put to arising from or in connection with:

- (a) any failure by the Helper to comply with its obligations under this agreement;
- (b) any negligent or fraudulent act or omission by the Helper;
- (c) the disclosure by the Helper of any Confidential Information;
- (d) any employment-related claim brought by the Helper in connection with the Placement; or
- (e) the infringement by the Helper of the Member's Intellectual Property Rights.

#### **14. NO PARTNERSHIP OR AGENCY**

14.1. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party being or becoming the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

14.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

#### **15. ENTIRE AGREEMENT**

15.1. 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.

15.2. Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

15.3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

15.4. Nothing in this clause shall limit or exclude any liability for fraud.

## **16. THIRD PARTY RIGHTS**

No one other than a party to this agreement shall have any right to enforce any of its terms.

## **17. NOTICES**

17.1. Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be sent by email to the address expressed in clause 17.2.

17.2. Any notice or communication shall be deemed to have been received if:

(a) in the case of the Helper, it is emailed to the Helper's email address that was provided to FoF; and

(b) in the case of FoF, it is emailed to [helpers@friendsoffriendslondon.co.uk].

17.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **18. SEVERANCE**

18.1. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

18.2. If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **19. GOVERNING LAW**

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. JURISDICTION**

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).

This agreement has been entered into on the date stated at the beginning of it.