These terms and conditions, as amended from time to time (the "**Conditions**") set out the basis upon which we, Health Partners Group Limited (Company No. 10284664) with registered office address at Boston House Floor 1, 63-64 New Broad Street, London, EC2M 1JJ, or another member of its group (in each case "**Health Partners**") agree to provide our goods ("**Goods**") and/or services ("**Services**"), as more particularly set out in an Order or Specification (as defined below) to you the person or firm who purchases such Goods and/or Services from us and your Affiliates included in the scope of your purchase (the "**Client**").

THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 11 (LIMITATION OF LIABILITY) .

1. Basis of contract

1.1 Each order from a Client for our Goods and/or Services, as set out in the final version of Health Partners' order form provided to the Client in writing or overleaf (as the case may be) (each an "**Order**"), constitutes an offer by the Client to purchase the Goods and/or Services set out in the Order in accordance with these Conditions, constitutes an offer by the Customer to purchase the Goods and/or Services set out in the Order in accordance with these Conditions.

1.2 The Order will only be deemed to be accepted when Health Partners issues written acceptance of the Order at which point a contract will come into existence for the provision of the Goods and/or Services from Health Partners to the Client on these Conditions (the "**Contract**"). The Contract will be effective from the date specified in the Order ("**Effective Date**") for a duration specified in the Order.

1.3 Any examples, descriptive matter or advertising issued by Health Partners, and any descriptions or illustrations contained in Health Partners' marketing materials or website, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They will not form part of the Contract or have any contractual force.

1.4 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 law, trade custom, practice or course of dealing.

1.5 Any quotation given by Health Partners will not constitute an offer and is only valid for a period of 30 days from its date of issue.

2. Interpretation

2.1 The following definitions and rules of interpretation apply to the Contract:

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with a party to the Contract. For purposes of this definition, control means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity;

"**Business Day**" means a day on which the clearing banks are open for business in the City of London, other than Saturday or Sunday;

"**Confidential Information**" means all information (however recorded or preserved) that a Party or any of its affiliates ("**Discloser**") discloses or makes available to the other Party or any of its affiliates ("**Recipient**") in connection with the Contract and which would be regarded as confidential by a reasonable business person. It includes any information of a confidential nature, including but not limited to the Fees, a Party's operations, products, processes, trade secrets, or know-how. It does not include information that (a) is or becomes generally available to the public (other than as a result of the recipient's breach), (b) was available to the recipient on a non-confidential basis before disclosure by the Discloser, (c) was, is or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not bound by a confidentiality agreement with the Discloser or otherwise prohibited from disclosing the information to the Recipient, (d) is developed by or for the recipient independently of the information disclosed by the Discloser; or (e) the Parties agree in writing is not confidential or may be disclosed;

"**Deliverables**" means the output(s) of the Services provided by Health Partners to the Client, and documents, products and materials (in any form or medium) developed by Health Partners for the Client in connection with the supply of the Services;

"**Force Majeure Event**" means any act, omission, event or circumstance not within a Party's reasonable control including, but not limited to, (a) acts of God, flood, drought, earthquake or other natural disaster, (b) epidemic or pandemic, (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or action taken by a government or public authority, including imposing import restriction, quota or prohibition; (f) collapse of buildings, fire, explosion or accident; and (g) interruption or failure of any utility service;

"**Intellectual Property Rights**" means know how, trade secrets, registered designs, data, patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extension of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"**Management Fee**" has the meaning set out in in the Order;

"**Parties**" means Health Partners and the Client, and "**Party**" means any one of them; and

"**Services**" means the services provided by Health Partners to the Client pursuant to the terms of the Contract, as further set out in the Order.

2.2 Words in the singular include the plural and vice versa.

2.3 A reference to a legislation, statute or regulation is a reference to it as amended, extended or re-enacted from time to time and will include all subordinate legislation made from time to time.

2.4 A reference to any document, including the Contract, is to that document as varied, ratified or replaced from time to time in accordance with any applicable terms.

2.5 Any undertaking under this Agreement not to do or act will be deemed to include an undertaking not to permit or suffer the doing of that act or activity.

2.6 Any phrase introduced by the terms **'include'**, **'includes'**, **'including'**, **'in particular'** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2.7 A reference to a Party includes its successors in title and authorised assignees, a reference to a person includes any individual organisation, body, corporate entity, association, partnership or government.

3. Term

3.1 The term of Contract shall be a fixed term specified in the Order ("**Initial Term**") and thereafter shall continue on a 12-month rolling basis from the expiry date of the Initial Term unless terminated in accordance with these Conditions ("**Term**").

4. Goods

4.1 The Goods are described in the Specification for those Goods or the Order (where there is no separate Specification for those Goods).

4.2 Health Partners reserves the right to amend the Specification for any Goods if required by any applicable statutory or regulatory requirement, and Health Partners will notify the Client in any such event.

Delivery of Goods

4.3 Health Partners will ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the type and quantity of the Goods, special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

4.4 Health Partners will deliver the Goods to the location set out in the Order or such other location as the Parties may agree ("**Delivery Location**") at any time after Health Partners notifies the Client that the Goods are ready.

4.5 Delivery of the Goods will be completed on the completion of unloading of the Goods at the Delivery Location.

4.6 Any dates quoted for delivery of the Goods are approximate only.

4.7 Health Partners will not be liable for any failure to deliver the Goods or late delivery of the Goods that is caused by a Force Majeure Event (as defined in clause 19.1) or the Client's failure to provide Health Partners with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.8 If Health Partners fails to deliver the Goods, its liability will be limited to the costs and expenses incurred by the Client in obtaining replacement goods of similar description and quality, less the price of the Goods.

4.9 If the Client fails to accept delivery of the Goods within five days of Health Partners notifying the Client that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by Health Partners' failure to comply with its obligations under the Contract in respect of the Goods:

4.9.1 delivery of the Goods will be deemed to have been completed at 9.00 am on the fifth day following the day on which Health Partners notified the Client that the Goods were ready; and

4.9.2 Health Partners will store the Goods until actual delivery takes place and charge the Client for all related costs and expenses (including insurance).

4.10 If 14 days after the day on which Health Partners notified the Client that the Goods were ready for delivery the Client has not accepted actual delivery of them, Health Partners may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Client for any excess over the price of the Goods or charge the Client for any shortfall below the price of the Goods.

4.11 If Health Partners delivers up to and including five percent more or less than the quantity of Goods ordered the Client may not reject them, but on receipt of notice from the Client that the wrong quantity of Goods was delivered, Health Partners will make a pro rata adjustment to the invoice for the Goods.

4.12 Health Partners may deliver the Goods by instalments, which will be invoiced and paid for separately. Each instalment will constitute a separate contract. Any delay in delivery or defect in an instalment will not entitle the Client to cancel any other instalment.

Quality of Goods

4.13 Health Partners warrants that on delivery the Goods will:

4.13.1 conform in all material respects with their description and any applicable Specification;

4.13.2 be free from material defects in design, material and workmanship; and

4.13.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

4.14 Subject to clause 4.15, if:

4.14.1 the Client gives notice in writing to Health Partners within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 4.13;

4.14.2 Health Partners is given a reasonable opportunity of examining such Goods; or

4.14.3 the Client (if asked to do so by Health Partners) returns such Goods to Health Partners' place of business at the Client's cost,

Health Partners will, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

4.15 Health Partners will not be liable for the Goods' failure to comply with the warranty set out in clause 4.13 if:

4.15.1 the Client makes any further use of such Goods after giving a notice in accordance with clause 4.14;

4.15.2 the defect arises because the Client failed to follow Health Partners' instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;

4.15.3 the Client alters or repairs such Goods without the written consent of Health Partners;

4.15.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

4.15.5 the Goods differ from their description or Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

4.16 Except as provided in this clause 4, Health Partners will have no liability to the Client in respect of the Goods' failure to comply with the warranty set out in clause 4.13.

4.17 These Conditions will apply to any repaired or replacement Goods supplied by Health Partners.

Title and Risk

4.18 The risk in the Goods will pass to the Client on completion of delivery.

4.19 Title to the Goods will not pass to the Client until Health Partners receives payment in full (in cash or cleared funds) for the Goods and any other Goods or Services that Health Partners has supplied to the Client for which payment is due.

4.20 Until title to the Goods has passed to the Client, the Client will:

4.20.1 store the Goods separately from all other goods held by the Client so that they remain readily identifiable as Health Partners' property;

4.20.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

4.20.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Health Partners behalf from the date of delivery; and

4.20.4 give Health Partners such information as Health Partners may reasonably require from time to time relating to the Goods and the ongoing financial position of the Client.

4.21 At any time before title to the Goods passes to the Client, Health Partners may require the Client to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Client fails to do so promptly, enter any premises of the Client or of any third party where the Goods are stored in order to recover them.

5. Supply of Services

5.1 Health Partners shall:

5.1.1 supply the Services to the Client in accordance with the details set out in the Order or the written description or specification of the Services provided in writing by Health Partners to the Client with the Order (the "**Specification**") in all material aspects;

5.1.2 provide the Services with a reasonable level of care, skill, experience, and diligence in accordance with good industry practice in the occupational health industry;

5.1.3 in delivering the Services comply with all applicable laws, regulations, and ethical best practice codes;

5.1.4 obtain and maintain all licenses and consents that may be required for the provision of the Services; and

5.1.5 effect and maintain relevant, appropriate and proportionate insurance for public liability, professional indemnity, and employer's liability.

5.2 Health Partners reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Health Partners will notify the Client in any such event.

5.3 Unless expressly agreed between the Parties in writing, the Services will not include:

5.3.1 verification or checking the accuracy of the Client's data or other data received in good faith from the Client's employees;

5.3.2 software development; or

5.3.3 management of queries received directly from the Client's employees in relation to whom the Services are being provided.

6. Client's Obligations

6.1 The Client shall:

6.1.1 co-operate with Health Partners in all matters relating to the Services and promptly provide Health Partners with any information and materials it may reasonably require in order to provide the Services;

6.1.2 ensure that the terms of the Order and any information it provides are complete and accurate;

6.1.3 provide Health Partners with such information and materials as Health Partners may reasonably require in order to supply the Services (including providing any data required in Health Partners' specified format), and ensure that such information is complete and accurate in all material respects, including providing updated information and data as and when any changes occur;

6.1.4 keep all materials, equipment, data, documents and other property of Health Partners ("**Health Partners' Materials**") at the Client's Premises in safe custody at its own risk, maintain Health Partners' Materials in good condition until returned to Health Partners, and not dispose of or use Health Partners' Materials other than in accordance with Health Partners' written instructions or authorization;

6.1.5 where relevant, provide Health Partners' employees, agents, consultants and subcontractors ("**Health Partners' Staff**"), in a timely manner and at no charge, with access to the Client's premises, office accommodation, and other facilities ("**Client's Premises**") as reasonably required by Health Partners;

6.1.6 prepare the Client's Premises for the supply of Services (where required), including preparing appropriate facilities for use as on-site clinics and for Health Partners' Staff to utilise, with adequate heating, ventilation, privacy, security, and accessibility, and within easy access of hand washing facilities (if such facilities are not provided within the rooms), and provide Health Partners' Staff with access to adequate Wi-Fi or broadband for use at no charge while at the Client's Premises; and

6.1.7 obtain and maintain all licences, consents, and permissions that relate to the Client's business and are necessary to enable Health Partners to provide the Services before the date on which the Services are to start;

6.1.8 comply with any additional obligations as set out in the Order and/or Specification;

6.1.9 inform Health Partners of all health and safety rules and regulations and any other reasonable security requirements that apply at the Client's Premises;

6.1.10 respond promptly to any reasonable requests from Health Partners for instructions or approvals required to enable the Services to be provided; and

6.1.11 maintain records and report to the Health and Safety Executive (or any successor body) all accidents, incidents, and diseases in compliance with The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (as amended); and

6.1.12 at all times comply with all applicable laws and regulations.

6.2 If Health Partners' performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation ("**Client Default**"):

6.2.1 without limiting or affecting any other right or remedy available to it, Health Partners will have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays Health Partners performance of any of its obligations;

6.2.2 Health Partners will not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Health Partners' failure or delay to perform any of its obligations as set out in this clause 6.2; and

6.2.3 the Client will reimburse Health Partners on written demand for any costs or losses sustained or incurred by Health Partners arising directly or indirectly from the Client Default.

7. Charges and Payment

7.1 The pricing chargeable for the Services ("**Fees**") will be calculated as set out in the Order, and the Client will pay all sums due under the Contract via one of the following methods:

7.1.1 online payment processing via our website;

7.1.2 bank transfer to a bank account nominated in writing by Health Partners;

7.1.3 agreed direct debit arrangement, in which case the Direct Debit Terms will apply; or

7.1.4 such other payment method as agreed in writing between the Parties.

7.2 In addition to the Fees, Health Partners will be entitled to charge the Client for any expenses reasonably incurred by the individuals whom Health Partners engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Health Partners for the performance of the Services, and for the cost of any materials.

7.3 Health Partners will invoice the Client as set out in the Order or, if not specified, as it provides the Services.

7.4 The Client shall pay:

7.4.1 the sums due in respect of any applicable Management Fee (as set out in the Order) on the Effective Date of the Initial Term, and thereafter on each anniversary of the Effective Date until the Contract terminates; and

7.4.2 each invoice submitted by Health Partners, in respect of Fees and all other sums due to Health Partners under the terms of the Contract, within 28 days of receipt of a valid invoice,

in full and in cleared funds.

7.5 All amounts payable by the Client to Health Partners under the Contract are exclusive of amounts in respect of VAT chargeable from time to time. Where any taxable supply for VAT purposes is made under the Contract by Health Partners to the Client, the Client shall, on receipt of a valid VAT invoice from Health Partners, pay to Health Partners such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

7.6 If the Client fails to pay any amounts due to Health Partners under the Contract by the due date, then, without limiting Health Partners' remedies under clause 15, Health Partners shall be entitled to charge the Client interest on the overdue sum from the due date until the date of payment of the overdue sum, whether before or after judgment. Interest under this clause 7.6 will accrue each day at two percent per annum above HSBC's base rate from time to time.

7.7 Health Partners reserves the right to update its Fees:

7.7.1 from time to time for any future Orders;

7.7.2 for any current and future Orders where the nature of the Goods and/or Services has had to change as a result of changes in any laws, regulatory requirements, or applicable codes of practice; and

7.7.3 once per year in accordance with the percentage increase (if any) recorded in the UK Consumer Price Index for the preceding twelve-month period.

7.8 All amounts due under the Contract will be paid in full without any set-off, counterclaim, deduction, or withholding (other than any deduction or withholding of tax as required by law).

8. Confidentiality

8.1 Each Party will not at any time, disclose to any person any Confidential Information concerning the business, affairs, clients, or suppliers of the other Party, except as permitted in these Conditions.

8.2 Each Party shall keep the other Party's Confidential Information secret and confidential and shall not:

8.2.1 use that Confidential Information except for the purposes of performing its obligations under the Contract and to comply with its legal and regulatory obligations ("**Permitted Purpose**"); or

8.2.2 disclose that Confidential Information in whole or in part to any person, except as permitted by clause 8.3 below.

8.3 Each Party may disclose the other Party's Confidential Information only:

8.3.1 to those of its and its affiliates' employees, officers, representatives, independent contractors, subcontractors, and advisers who need to know that information for the Permitted Purpose ("**Representatives**"). Each Party shall ensure that its Representatives are made aware of and comply with the confidentiality obligations set out in this clause 8; and

8.3.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9. Intellectual Property Rights

9.1 The Parties acknowledge and agree that all Intellectual Property Rights owned by either Party prior to the Effective Date shall remain the sole property of that Party.

9.2 The Client acknowledges and agrees that:

9.2.1 all Intellectual Property Rights and all other rights in the Specifications, Health Partners' Materials, and any other documents, information, items, and materials in any form shall remain the sole property of Health Partners (and/or its licensors, as applicable); and

9.2.2 all Intellectual Property Rights and all other rights in any materials or works created by or on behalf of Health Partners after the Effective Date in the course of providing the Services, shall vest in Health Partners on creation (or, to the extent they do not automatically vest, are hereby assigned to Health Partners by way of present assignment of future rights).

9.3 Subject to Health Partners receiving payment of all Fees attributable to the Deliverables:

9.3.1 any Intellectual Property Rights in the Deliverables will become the property of the Client; and

9.3.2 Health Partners grants to the Client a non-exclusive, royalty-free, and non-transferable licence during the Term to use Health Partners' Intellectual Property Rights for the purpose of (and to the extent necessary) receiving and using the Services and Deliverables in its business.

10. Software

10.1 Health Partners hereby grants to the Client a non-exclusive, non-transferable, revocable licence for the term of the Contract to access and use and to permit authorised members of the Client's employees to access and use, Health Partners' software where included with any Services (the "**Software**") as notified to the Client in writing, to the extent necessary to receive the benefit of the Services.

10.2 The Client will and will procure that its employees comply with all applicable terms of use for the Software and Health Partners reserves the right to suspend or terminate a Client or Client's employee access to the Software if they fail to do so.

10.3 The Client indemnifies Health Partners for all liabilities, costs, expenses, damages and losses incurred by Health Partners as a result of any misuse of or non-compliance with the terms of use for the Software.

YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

11. Limitation of liability

11.1 References to liability in this clause 11 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution, or otherwise.

11.2 Subject to clause 11.5, Health Partners' aggregate liability to the Client in respect of the Services provided to the Client by Health Partners in any period of twelve months from the Effective Date or its anniversary (as appropriate) under or in connection with this Agreement in respect of that 12 month period, whether arising from tort (including negligence), in contract or otherwise, shall not exceed (a) an amount equal to the Fees paid by the Client and received by Health Partners in respect of that 12 month period, or (b) £100,000 (one hundred thousand pounds) , whichever is lower.

11.3 The limitations on Health Partners' liability imposed by the provisions of clause 11.2 above shall not apply to any liability of Health Partners for professional negligence or medical malpractice to the Client where Health Partners is indemnified by an insurance company pursuant to the terms of an insurance policy in respect of such liability in which case the liability of Health Partners shall be limited to the sum actually received by Health Partners from such insurance company in respect of that liability (or paid by such insurance company on its behalf).

11.4 Subject to clause 11.5 below, this clause 11.4 sets out the types of loss that are wholly excluded:

11.4.1 loss of sales or business;

11.4.2 loss of profits;

11.4.3 loss of anticipated savings;

11.4.4 loss of revenue;

11.4.5 loss of agreements or contracts;

11.4.6 loss or damage of goodwill;

11.4.7 loss of use or corruption of software, data, or information; and

11.4.8 any consequential or indirect loss.

11.5 Nothing in this Contract shall limit either Party's liability for (a) fraud; or (b) death or personal injury caused by negligence, or (c) any other liability that cannot be limited or excluded by law.

12. Data Protection

12.1 The Parties will comply with their data protection obligations as set out in the DSA, the terms of which are hereby incorporated by reference. The DSA sets out how we will process Personal Data in connection with the Services provided under these Conditions.

13. Business Continuity

13.1 Health Partners will take appropriate proportional measures to ensure and enable the availability of the Services to the Client and security of the data provided to it by or on behalf of the Client.

13.2 Health Partners will ensure adequate technological back-up measures are in place and develop an operational disaster recovery procedure to ensure business continuity to the Client.

14. Language and Location of the Service Provision

14.1 The Services will be provided in the United Kingdom and Ireland only, as specified in the Order, and for Client's employees located (at the time of assessment) in the United Kingdom and Ireland only.

14.2 The Services and all documentation provided by Health Partners will be in English.

14.3 The Client agrees that it shall provide and meet the cost of such translation services as are necessary to facilitate the provision of the Services to the Client's employees (if necessary), as may reasonably be required by Health Partners.

15. Termination

15.1 Without affecting any other right or remedy available to it, unless the Order states otherwise, either Party may, after the expiry of the Initial Term, terminate the Contract for convenience by giving not less than one months' written notice, save that required notice is three months' written notice in respect of Services provided on-site at the Client Premises.

15.2 Without affecting any other right or remedy available to it, either Party may terminate the Contract immediately by giving written notice to the other Party if any of the following events occur:

15.2.1 the other Party commits a material breach of any of its obligations under the Contract and (if such a breach is capable of remedy) is not remedied within thirty days of that Party being notified in writing to do so;

15.2.2 the other Party is, for any reason, no longer able to perform its obligations under the Contract;

15.2.3 the other Party takes any step or action in connection with becoming insolvent or going into administration, receivership or liquidation, enters into an arrangement with creditors, is unable to pay its debts as they fall due, admits inability to pay its debts, commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, makes a proposal for or enters into any compromise or arrangement with any of its creditors;

15.2.4 the other Party ceases or threatens to cease carrying on its business or a substantial part of its business (whether on a temporary or permanent basis);

15.2.5 the other Party acts in a manner or becomes associated with (whether directly or indirectly) any situation or activity which, in the terminating Party's reasonable opinion, brings or is likely to bring the terminating Party, or any member of its group, into disrepute or is materially adverse to the interests of the terminating Party, or any member of its group; or

15.2.6 the other Party's financial position deteriorates to such an extent that, in the terminating Party's reasonable opinion, the other Party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

15.3 Without affecting any other right or remedy available to it, Health Partners may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Contract on the due date for payment and remains in default for no less than 14 days. In addition, if the Client fails to pay any amount due under this Agreement on the due date for payment, Health Partners may, at any time, without limit its other rights or remedies, set off any amount owing to it by the Client against any amount payable by Health Partners to the Client.

15.4 Upon termination of the Contract for any reason, the Client must immediately:

15.4.1 pay to Health Partners all of Health Partners' outstanding unpaid invoices, Fees and interest due under the Contract and, in respect of the Deliverables and/or Services provided by Health Partners but for which no invoice has been submitted, Health Partners shall submit an invoice which shall be payable by the Client on the terms stipulated in clause 7.4.2; and

15.4.2 immediately return to Health Partners all of Health Partners' Materials, property, data, information and any other product or item that belongs to Health Partners.

15.5 Termination of the Contract is without prejudice to any accrued rights of either Party as at the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

16. TUPE

16.1 It is the Parties' commercial intention that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended and / or replaced from time to time) (the "TUPE Regulations") will not apply to any transfer of the Services or any part of the Services, either upon the commencement or termination of the Contract.

16.2 The Client warrants and represents to Health Partners that in respect of the transfer of the provision of the Services from the Client internally or from a contractor of the Client to Health Partners upon the commencement of the Contract that there are no employees of the Client or any contractor of the Client ("Relevant Employees") to whom the TUPE Regulations will apply and that the TUPE Regulations will not have the effect of transferring any contract of employment of any Relevant Employees to Health Partners upon or at any time following commencement of the Contract.

16.3 If upon or at any time on or following commencement of the Contract any Relevant Employee claims that their employment should have or has transferred to Health Partners as a result of the provisions of the TUPE Regulations, then:

16.3.1 Health Partners may within 30 Business Days of becoming aware of any such claim, terminate such person's employment;

16.3.2 the Client will indemnify Health Partners in full against all actions, proceedings, losses, costs including redundancy costs, awards, claims, demands, fines, orders, expenses and liabilities whatsoever (including legal and other professional fees and expenses) in relation to such person whether arising directly or indirectly out of or in connection with such termination or otherwise, and against any sums payable to or in relation to such person in respect of his/her employment from the commencement of the Contract to the date of such termination pursuant to clause 16.3.1; and

16.3.3 when reasonably required to do so by Health Partners, the Client will assist Health Partners in taking and/or defending any proceedings by and/or against Health Partners in connection with the termination of such employment.

17. Dispute Resolution

17.1 If any dispute arises out of or in connection with the Contract or its performance, validity or enforceability ("**Dispute**"), it shall first be referred in writing by the Contract Managers of the Parties. If the Dispute is not resolved by the Contract Managers within 10 days from the date on which the Dispute has been referred to them in writing, it shall be referred to the Managing Director of each Party. If the Managing Directors are unable to resolve the dispute within a further 21 days, then the Parties shall attempt to settle the dispute by mediation in accordance with the Centre for Effective Dispute Resolution's Model Mediation Procedure. The commencement of mediation shall not prevent the Parties commencing or continuing court proceedings.

18. Notices

18.1 Any notices to be given in connection with the Contract 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 18.1, and shall be delivered by hand sent by pre-paid first class post, or sent by a next working day delivery service. Any notice shall be deemed to have been received (a) at the time the notice is left at the proper address, if delivered by hand, (b) on the third day following sending, if sent by pre-paid first-class post, or (c) on the next working day following sending, if sent by a next working day delivery service.

19. General

19.1 Force Majeure – Neither Party shall be liable to the other for any delay in performing, or failure to perform, its obligations under the Contract (other than a payment of money) to the extent that such delay or failure is a result of a Force Majeure Event. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure Event. However, if such Force Majeure Event prevents either Party from performing its material obligations under the Contract for a period in excess of three (3) months, either Party may terminate the Contract with immediate effect by notice in writing.

19.2 Assignment and Other Dealings – Health Partners may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract. The Client will not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Health Partners.

19.3 Entire Agreement – The Contract constitutes the entire agreement and understanding of the Parties and supersedes any previous agreements, promises, assurances and understandings between the Parties relating to the subject matter of the Contract (whether written or oral) and the Client confirms that in entering into the Contract it has not relied on any statement, representation, assurance or warranty made by Health Partners other than those contained in the Contract.

19.4 Variation – Except as set out in these Conditions, no variation of the Contract shall be valid unless in writing and signed by both Parties (or their authorised representatives). Health Partners may, at its discretion, from time to time and without notice: (i) vary these Conditions in order to comply with any applicable safety or statutory requirement; and (ii) vary the Services, provided that such variation to the Services does not materially affect the nature or quality of the Services or their intended purpose.

19.5 Waiver – A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure by a Party to exercise (whether in whole or in part) any right or remedy shall not constitute a waiver of that or any other right or remedy, or prevent or restrict the further exercise of that or any other right or remedy.

19.6 Severance – If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it will be deemed deleted, but that will not affect the validity and enforceability of the rest of this Contract. If any provision or part-provision of this Contract is deleted under this clause 19.6 the Parties will negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

19.7 Third Party Rights – The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 or the Contract (Third Party Rights) (Scotland) 2017 to enforce any term of the Contract.

19.8 Continuing Obligations – Any provision of the Contract which is expressly or by implication intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect, including clause 8 (Confidentiality), clause 9 (Intellectual Property Rights), clause 11 (Limitation of Liability), clause 16 (TUPE), clause 17 (Dispute Resolution), clause 19.9 (Governing Law and Jurisdiction) and this clause 19.8 (Continuing Obligations).

19.9 Governing Law and Jurisdiction – The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of England and Wales. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim.