

Urban Crew Limited

Trading Terms and Conditions

DEFINITIONS

'UCL' means Urban Crew Limited, a company incorporated in England under company number 6833065 whose registered office is situated at 112 Alexandra Rd, Wimbledon, SW19 7JY.

'Agreement' means these Terms and Conditions together with the Work Order.

'Crew' means the sub-contractors supplied as personnel to provide the Services to the Customer.

'Customer' means the company, partnership, individual or body who or which engages the services of UCL.

'Equipment' means safety equipment, tools or materials (if any) supplied by UCL as set out in the Work Order.

'Services' means the services to be provided by UCL to the Customer in accordance with these Terms and Conditions as set out in detail in the Work Order.

'Work Order' means the written Work Order detailing the Services, including but not limited to Crew, fees, locations and timetables.

IT IS AGREED THAT

1. Terms and Conditions

1.1 These Terms and Conditions together with the Work Order constitutes the Agreement and is the entire agreement and understanding between UCL and the Customer with respect to the subject matter hereof and supersedes any prior agreement, understanding or arrangement between them, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between UCL and Customer prior to the Agreement except as expressly stated in the Agreement.

1.2 The Customer's acceptance of the Work Order constitutes an offer by the Customer to engage UCL to supply the Crew and Services specified in it on these Terms and Conditions. No offer placed by the Customer shall be accepted by UCL other than:

(a) By a written acknowledgement issued and executed by UCL; or

(b) (If earlier) by UCL starting to supply the Crew or Services,

when a contract for the supply of Crew and Services on these Terms and Conditions will be established. The Customer's standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other document shall not govern this Agreement.

1.3 For the avoidance of doubt, in the event that UCL is providing the Crew and Services as a sub-contractor under a head agreement these Terms and Conditions shall apply.

2. The Services and Crew

2.1 UCL shall provide the Services subject to these Terms and Conditions.

2.2 Any variations to the Work Order must be agreed in writing by UCL and the Customer.

2.3 The Customer shall supply UCL with all information reasonably required by UCL, including but not limited to any unusual working conditions and any Equipment UCL is required to supply within sufficient time to enable UCL to provide Services in accordance with the Agreement.

2.4 Where any amendments or variations to the Services are agreed by UCL, the Customer acknowledges that UCL may review the Work Order where necessary.

2.5 The Customer accepts that it has an obligation to notify UCL directly of any variations to the Service timescales and location and the Customer further accepts that it shall be responsible for any additional charges incurred by UCL in complying with and implementing those variations.

2.6 The Customer acknowledges and accepts that UCL will supply the Crew to perform the Services, but that the Crew will be under the instruction of the Customer in performing the Services.

2.7 The Customer acknowledges and accepts that UCL will not be responsible for any loss or damage suffered by the Customer where the loss or damaged was due to the Crew acting on the Customer's instructions.

3. Warranties and Services

3.1 UCL warrants that the Services undertaken by the Crew will be carried out to a reasonable standard using reasonable care and skill.

- 3.2 UCL will use suitably qualified and skilled Crew and Equipment (where UCL has agreed to supply such equipment) necessary for the safe execution of the Services.
- 3.3 The Customer shall be responsible for preparing the site for the provision of the Services prior to the commencement date.
- 3.4 The Services shall commence on the date agreed by the parties. Time shall not be of the essence for completion of the Services.
- 3.5 The Customer shall provide UCL and Crew with full, safe and uninterrupted access to the site and to all necessary facilities required to enable UCL and the Crew to provide the Services.
- 3.6 The Customer shall cooperate fully with UCL and the Crew, and shall ensure that adequate working space is provided.

4 Charges and Payment

- 4.1 The Customer acknowledges that the fees given in the Work Order are only in relation to the Services set out in the Work Order and any additional work carried out shall be subject to additional fees (extra hours).
- 4.2 UCL shall, subject to these Terms and Conditions, provide Services to the Customer and the Customer shall pay to UCL the fees set out in the Work Order and any additional fees (extra hours) as agreed by the parties for the additional Services. Additional hours may be agreed between the customer & the crew & UCL will be informed of these additional fees on completion of the job.
- 4.3 Unless otherwise agreed by UCL, the Customer shall pay UCL's invoices together with any other additional sums and Value Added Tax (and without any set-off or other deduction) in full within 30 days of the date of UCL's invoice. No retention by the Customer is accepted.
- 4.4 If the Customer fails to pay UCL any sum due pursuant to the Agreement, UCL reserves the right to charge interest from day to day at a rate of 5% over the daily base rate of UCL's banking provider, or at a rate of 15% per annum whichever is the greatest and/or claim interest under the Late Payment of Commercial Debts (Interest) Act 1998, or any other statutory provision in force from time to time.
- 4.5 If any invoice submitted by UCL remains outstanding for more than 30 days after becoming due for payment, UCL shall be entitled to suspend provision of the Services until the invoice in question (together with any interest and other costs (including legal costs in recovering payment) which shall have become due in addition) has been paid in full.

5. Equipment

- 5.1 Title and ownership of the Equipment shall remain with UCL at all times.
- 5.2 On UCL's request the Customer shall store the Equipment in a safe and secure place and shall store the Equipment separately from the Customer's or any third party's equipment in such a way that they remain readily identifiable as UCL's Equipment.

6. Limitation of Liability and Indemnities

- 6.1 UCL undertakes to provide the Services with reasonable care and skill.
- 6.2 Nothing in these Terms and Conditions excludes or limits the liability of UCL:
 - (a) for death or personal injury caused by UCL's negligence; or
 - (b) for any matter which it would be illegal for UCL to exclude or attempt to exclude its liability;or
 - (c) for fraud or fraudulent misrepresentationand UCL hereby agrees to indemnify the Customer and keep the Customer indemnified in respect of the same.
- 6.3 Nothing in these Terms and Conditions excludes UCL's liability in respect of damage to tangible property caused by UCL's negligence, however UCL's liability shall be subject to any limitation for material damage contained in its insurance policy in place from time to time.
- 6.4 Subject to clause 6.2:
 - (a) UCL's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the total fees payable to UCL in respect of the Services performed hereunder; and
 - (b) UCL shall not be liable to the Customer for any pure economic loss, loss of profit,

loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Agreement.

6.5 The Customer hereby agrees to indemnify UCL and keep UCL indemnified in respect of any and all claims made by UCL's Crew as a result of any negligent act or omission of the Customer whilst the Crew are under the supervision and direction of the Customer.

6.6 Each party shall maintain suitable public and employer's liability insurance to cover their respective liabilities in respect of any act or default for which it might become liable to indemnify the other.

7. Force Majeure

UCL reserves the right to defer the date of the provision of the Services, or to cancel the Agreement (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of UCL including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 6 months, the Customer shall pay UCL the fees in respect of Services performed and shall be entitled to give notice in writing to UCL to terminate the Agreement with regard to the Services not yet performed.

8. Cancellation

8.1 If the Customer wishes to cancel the Agreement, written notice of cancellation must be given to UCL no less than 24 hrs prior to the commencement date.

8.2 Where the Customer cancels giving less than the required 24hrs notice, the Customer agrees to pay 100% of the total fees payable to UCL under the Agreement.

9. Termination

9.1 UCL may terminate this Agreement at any time on written notice if the Customer:

- (a) is in material or persistent breach of any of the terms of this Agreement and other that breach is incapable of remedy, or the Customer fails to remedy that breach within 5 days after receiving written notice requiring it to remedy that breach; or
- (b) is unable to pay its debts (within the meaning of section 123 of the Insolvency Act1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.

9.2 For the avoidance of doubt a material breach shall include, but shall not be limited to:

- (a) failure on the part of the Customer to make a punctual payment of any and all sums due to UCL;
- (b) failure on the part of the Customer to provide sufficient and accurate information to allow the continuance of the provision of the Services; and
- (c) unilateral variations by the Customer in the targets, timescales or other previously agreed criteria.

9.3 Termination by UCL in accordance with the rights contained this clause 9 shall be without prejudice to any other rights or remedies of UCL accrued prior to termination.

10. Restriction

10.1 The Customer agrees that it and its staff will not solicit or accept an offer of employment or engagement as a contractor or subcontractor, either permanent or temporary, with the Crew during the continuance in force of this Agreement and for a period of six months after the termination of any agreement covering the provision of their Consultancy Services to that Client. For the purpose of this Clause, employment or engagement of the Staff with a firm or company which during such time in turn is engaged or seeks to be engaged in a contract with such a Crew for the provision of services similar to those provided or capable of provision by UCL shall be deemed to be a breach by the Customer of its obligations hereunder if such staff become(s) or is to become actively engaged directly or indirectly with such Crew.

10.2 Discussions between UCL and Customer or its staff regarding a specific business opportunity introduced by UCL shall preclude the Customer and its staff directly or indirectly as a shareholder, partner, principal, employee, contractor or subcontractor from benefiting from that business opportunity without either a contractual agreement between UCL and the Customer, or UCL's express written permission such permission not to be unreasonably withheld. For this purpose if UCL itself wishes to take advantage of such opportunity it may expressly withhold such permission.

10.3 The parties agree that the restrictions contained in this Clause 10 are fair and reasonable and necessary for the protection of the goodwill of UCL. Any provision of this Clause 10 that is illegal or unenforceable because it goes beyond what is

reasonably necessary to protect the interests of UCL shall take effect with the minimum modification necessary to make it valid but without negating the commercial interests of the parties.

11. General

- 11.1 If any provision of the Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, enforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, void ability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Agreement and the remainder of such provision shall continue in full force and effect.
- 11.2 Failure or delay by UCL in enforcing or partially enforcing any provision of the Agreement shall not be construed as a waiver of any of its rights under the Agreement.
- 11.3 Any waiver by UCL of any breach of, or any default under, any provision of the Agreement by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Agreement.
- 11.4 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 11.5 Any notice required to be given pursuant to this Agreement shall be in writing and shall be given by registered letter to the address of the relevant party set out in the Agreement or such other address as either party notifies to the other from time to time. Any notice given according to the above procedure shall be deemed to have been given when received.
- 11.6 UCL may at any time and without notice to the Customer assign, sub-contract or deal in any other manner with all or any of its rights and/or obligations under the Agreement.
- 11.7 The formation, existence, construction, performance, validity and all aspects of the Agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.