

NEW DAWN LIMITED : Terms and Conditions of Engagement

1. Interpretation

1.1 The following definitions and rules of interpretation apply in this agreement (unless the context requires otherwise).

Business of the Client: The Client's main business purpose and activities at the time of signing this agreement and with reference to the Booking Form on the front page of this Agreement

Client Property: all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of the Client or its customers and business contacts, and any equipment, keys, hardware or software provided for New Dawn Admin or the Individual's use by the Client during the Engagement, and any data or documents (including copies) produced, maintained or stored by New Dawn Admin or the Individual on the computer systems or other electronic equipment of the Client, New Dawn Admin or the Individual during the Engagement.

Commencement Date: The date which is agreed by the parties to this agreement prior to the execution of this Agreement.

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 business, customers, products, affairs and finances of the Client for the time being confidential to the Client including (but not limited to) information that New Dawn Admin or the Individual creates, develops, receives or obtains in connection with this Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

Data Protection Legislation: the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

Engagement: the engagement of New Dawn Admin by the Client on the terms of this agreement.

Individual: AMY TERESA MCCOLLAM providing services on behalf of New Dawn Admin Limited.

Intellectual Property Rights: 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, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered.

New Dawn Admin: NEW DAWN ADMIN LIMITED incorporated and registered in England and Wales with company number 11431632 whose registered office is at 72 Long Barn Lane, Reading, Berkshire, RG2 7SX

Services: the services described on the booking form on the front page of this Agreement.

Termination Date: the date of termination of this agreement, howsoever arising.

Works: all records, reports, documents, drawings, designs, photos, graphics, logos, and all materials embodying them in whatever form prepared by New Dawn Admin or the Individual in connection with the provision of the Services.

Working Hours: 9:00AM – 5:00PM Monday – Friday. This will exclude national holidays and annual leave of the Individual agreed prior to the agreement.

2. Terms of engagement

2.1 The Client shall engage New Dawn Admin and New Dawn Admin shall make the Individual available to the Client to provide the Services at the times on the terms of this agreement.

2.2 The Engagement shall commence on the Commencement Date and shall continue unless and until terminated:

- (a) as provided by the terms of this agreement; or
- (b) in the case of a monthly retainer, by either party giving to the other not less than 1 calendar month's prior written notice; or
- (c) in the case of any other booking by either party giving to the other not less than 72 hours' prior written notice

2.3 In the event that the Client terminates the Engagement on less than the notice prescribed in clause 2.2 above, the Client will pay to the Contracting Company 50% of the Fees for the Services booked.

3. Duties and obligations

- 3.1 During the Engagement New Dawn Admin shall procure that the Individual shall:
- (a) provide the Services with all due care, skill and ability;
 - (b) Unless the Individual is prevented by ill health or accident, devote the amount of time agreed between the Client and the Individual prior to the agreement in line with the booking form on the front page of this agreement.
- 3.2 If the Individual is unable to provide the Services due to illness or injury, New Dawn Admin shall advise the Client of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with clause 4 in respect of any period during which the Services are not provided.
- 3.3 New Dawn Admin may, with the prior written approval of the Client and subject to the following proviso, appoint a suitably qualified and skilled Substitute to perform the Services instead of the Individual, provided that the Substitute shall be required to enter into direct undertakings with the Client, including with regard to confidentiality. If the Client accepts the Substitute, New Dawn Admin shall continue to invoice the Client in accordance with clause 4 and shall be responsible for the remuneration of the Substitute.
- 3.4 New Dawn Admin shall use its reasonable endeavours to ensure that the Individual is available during the specified Working Hours on reasonable notice to provide such assistance or information as the Client may require.
- 3.5 New Dawn Admin shall, and shall procure that the Individual shall, comply with all reasonable standards of safety and comply with the Client's health and safety procedures from time to time in force at the premises where the Services are provided and report to the Client any unsafe working conditions or practices.
- 3.6 New Dawn Admin shall procure that the Individual shall comply with the Client's various policies which have been communicated between the parties prior to the agreement being entered into
- 3.7 New Dawn Admin shall, and shall procure that the Individual shall:
- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
 - (b) comply with the Client's Ethics and Anti-bribery and Anti-corruption Policies;
 - (c) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
 - (d) promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by New Dawn Admin or the Individual in connection with the performance of this agreement;

4. Fees

- 4.1 New Dawn Admin may provide a first consultation with prospective Client of up to one hour free of charge.
- 4.2 Any time spent at meetings or in addition to the Times specified on the booking form will be charged at time and a half. Support may be provided at the weekends subject to a separate quote.
- 4.3 Invoices will be issued and payable as follows:
- Single hour fixed bookings:* issued in arrears after the initial two-week period and thereafter on either the last working day of each month or at the end of the engagement as notified to the Client on or before the Commencement Date; payable within 14 days of receipt of invoice;
- Multi-hour fixed bookings:* issued and payable in advance prior to the date on which the Services are to be performed;
- Monthly retainers:* issued monthly in advance and payable within 14 days of receipt of invoice
- 4.4 Each invoice will include details of the hours worked, the services provided, reimbursable expenses and any other related fees. Invoices will show the recorded time in minutes and will include the hours spent on work, as well as the time spent reading correspondence and travelling. A detailed time report will be provided with each invoice.
- 4.5 The date of receipt of an invoice which shall be deemed to be 3 working days after sending by post or 1 working day after sending by email.
- 4.6 Payment of Fees is to be made by bank transfer to the following account:

Bank: HSBC

Bank Account Name: New Dawn Admin Ltd

Sort Code: 40-38-04

Account Number: 05075548

4.7 Payments in respect of unused Times are not refundable and unused Times do not roll over to the following month

5. Expenses

The Client shall reimburse all reasonable expenses properly and necessarily incurred by New Dawn Admin or the Individual in the course of the Engagement, subject to production of receipts or other appropriate evidence of payment.

6. Confidential information and Client property

6.1 New Dawn Admin shall not, and shall procure that the Individual shall not (except in the proper course of its or his duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party any Confidential Information. This restriction does not apply to:

- (a) any use or disclosure authorised by the Client or required by law; or
- (b) any information which is already in, or comes into, the public domain otherwise than through New Dawn Admin's or the Individual's unauthorised disclosure.

6.2 At any stage during the Engagement, New Dawn Admin will promptly on request return to the Client all and any Client Property in its or the Individual's possession.

7. Data protection

7.1 The Consultant Company and the Client will comply with the Data Protection Legislation.

7.2 New Dawn Admin shall, and shall procure that the Individual shall, in relation to any Personal Data processed in connection with the Engagement:

- (a) process that Personal Data only on written instructions of the Client.
- (b) keep the Personal Data confidential.
- (c) comply with the Client's reasonable instructions with respect to processing Personal Data
- (d) notify the Client without undue delay on becoming aware of a Personal Data breach or communication which relates to the Client's or Consultant Company's compliance with the Data Protection Legislation.
- (e) at the written request of the Client, delete or return Personal Data and any copies thereof to the Client on termination of the Engagement unless required by the Data Protection Legislation to store the Personal Data.

8. Intellectual property

8.1 New Dawn Admin undertakes to the Client and confirms that the Individual has given undertakings in the same terms to New Dawn Admin:

- (a) whenever requested to do so by the Client and in any event on the termination of the Engagement, promptly to deliver to the Client all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in its or the Individual's possession, custody or power;
- (b) not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Client; and
- (c) to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Client.

8.2 New Dawn Admin warrants that:

- (a) it has not given and will not give permission to any third party to use any of the Works , nor any of the Intellectual Property Rights in the Works;
- (b) it is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and
- (c) the use of the Works or the Intellectual Property Rights in the Works by the Client will not infringe the rights of any third party,
- (d) and confirms that the Individual has given written undertakings in the same terms to New Dawn Admin.

9. Termination

9.1 Notwithstanding the provisions of clause 2.2, the Client may terminate the Engagement with immediate effect without notice and without any liability to make any further payment to New Dawn Admin (other than in respect of amounts accrued before the Termination Date) if at any time:

- (a) New Dawn Admin or the Individual commits any gross misconduct affecting the Business of the Client;
- (b) New Dawn Admin or the Individual commits any serious or repeated breach of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Client;
- (c) the Individual is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed); or
- (d) New Dawn Admin makes a resolution for its winding up or an administration or winding-up order is made or an administrator or receiver is appointed in relation to New Dawn Admin;

9.2 The rights of the Client under clause 9.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this agreement on the part of New Dawn Admin as having brought the agreement to an end.

9.3 Clause 9 applies to New Dawn Admin terminating the agreement with the Client in the same was as laid out for the Client to terminate the agreement.

10. Obligations on termination

On the Termination Date New Dawn Admin shall, and shall procure that the Individual shall:

- (a) immediately deliver to the Client all Client Property and original Confidential Information which is in its or his possession or under its or his control; and
- (b) subject to the Client's data retention guidelines, irretrievably delete any information relating to the Business of the Client This obligation includes requiring any Substitute to delete such data where applicable.; and

11. Status

The relationship of New Dawn Admin (and the Individual) to the Client will be that of independent contractor and nothing in this agreement shall render it (nor the Individual) an employee, worker, agent or partner of the Client and New Dawn Admin shall not hold itself out as such and shall procure that the Individual shall not hold himself out as such.

12. Notices

12.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or
- (b) sent by email to the email address provided.

12.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt ;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;
- (c) if sent by email, at 9.00 am on the next Business Day after transmission.

13. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14. Governing law and jurisdiction

This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales and 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.