



Bridge Group

Terms and Conditions of Business

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Issued by:

Bridge Group

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A. General Terms and Conditions

1. Definitions and interpretation

"**Agreement**": these terms and conditions of business ("**T&Cs**") and any other document entered into by the parties pertaining to Services;

"**Client**": person, firm or company to whom Services are provided;

"**Company**": Bridge Group (company number 07640729) with registered office at Grenadier House, 1625 Warwick Road, Solihull, West Midlands, United Kingdom. B93 9LF;

"**Proposal and/or Containment Authorisation Sheet**": proposal shall be agreed verbally, email communication or in writing, and the containment authorization sheet consisting of details for provision of Services shall be signed / authorised by Client;

"**Contract**": is the content / details agreed on the booking form.

"**Services**": services to be provided by Company to Client under the Agreement or as detailed in the Booking Form, which include CMM measurement, including any deliverables.

"**Working Day**": every week day apart from Saturday, Sunday, statutory holidays in place where Services are provided;

Use of words '**includes**', '**including**', or similar expression will be construed as illustrative and without limitation to the generality of related words. No provision of this Agreement shall be construed adversely to a party solely on ground that such party was responsible for preparation of this Agreement.

"**Deliverables**": all products / materials developed by the Company in relation to the equipment and / or services in any media, including, without limitation, computer programs, data, diagrams, reports and specifications (including drafts).

"**Equipment**": the equipment (or any part of it) as set out in the booking form or agreement of hire, including but not limited to, software licenses, CMM apparatus or other such equipment that the company may supply to the client in accordance with these conditions.

"**Intellectual Property rights**" : patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including without limitation know – how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including without limitation all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"**Basic Rate**": Base cost of Services agreed by Company and Client for normal working hours to which a premium is applied as a proportion of the Basic Rate should hours worked fall outside normal working hours.

"**Software**": any computer programs or operating system installed on the equipment.

"**Transfer Fee**": A fee payable by the Client to the Company calculated by multiplying the average amount invoiced by the Company to the Client for the person employed or engaged over a four week period immediately prior to such employment or engagement by the a number of weeks determined by the following sliding scale:

Duration of Contract	Number of Weeks
0-3 months	12 weeks
4-6 months	9 weeks
7-9 months	6 weeks
Over 9 months	4 weeks

2. Contractual precedence

2.1 Unless otherwise agreed in writing between the parties, if there is any inconsistency between these T&Cs and any other documents executed by the parties, the order of priority in descending order shall be:



- (i) Proposal & Quote;
- (ii) any other document executed by a React director and a Client authorised signatory;
- (iii) CAS (Containment authority sheet); Minimum charge rate of 4 hours per assignment.
- (iv) these T&Cs;

For avoidance of doubt, no other form of contract or communication sent by Client to Company in relation to Services shall be deemed accepted by Company except where executed in writing.

2.2 A Proposal or Quotation by Company shall not constitute an offer and is valid for 30 days only from date of quotation. The Company may withdraw a quotation at any time by notice to the client.

2.3 The CAS constitutes a contract between client and company and shall not come into existence unless and until the company begins providing services to the client. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, CAS, invoice or other document or information issued by the company shall be subject to correction without any liability on the part of the company.

3. Fees and costs

3.1 *Fees for Services*: Fees payable by Client for Services shall, unless otherwise stated in the Agreement, be the fees chargeable by Company for such Services current at date of provision and in case of provision of Services over a period, fees payable shall, at Company's option, be either:

- (i) fees current at date of Service provision unless fees are expressly stated to be fixed or firm for a period;
- (ii) fees current at date of invoice for relevant Services;
- (iii) where agreed by the parties, fees calculated on a time and materials basis pursuant to rates agreed between the parties in writing (including but not limited to the Booking form). For clarification, examinations are not discountable.

3.2 *Fee adjustment*: Unless fees are stated to be fixed or firm for a period Company's fees payable for Services shall be subject to amendment to take account of variations in wages, materials or other costs since commencement of Agreement. Company reserves the right to adjust fees payable by Client for Services by the amount of any increase in such costs after fees are quoted and fees so adjusted shall be payable as if it were the fees stated as being payable in Agreement. Any adjustments or increases in fees shall not exceed an amount equal to 25% of fees for relevant Services.

3.3 *Expenses*: Fees are exclusive of travel, hotels, meals or other expenses which shall be payable by Client upon presentation of invoices by Company.

3.4 *Value added tax*: Fees are exclusive of VAT which shall be charged at the rate of 20%.

3.5 *Shift Premiums*: Shift premiums applied to the Basic Rate as a proportion of the Basic Rate will be detailed on the Containment Authorisation Sheet which is signed by Client. Unless a prior agreement is in place between Company and Client before the commencement of Services, the Company will use the following standard criteria to determine if any shift premiums should be applied to hours worked:

Basic Rate (normal working hours): hours worked between 06:00 – 22:00 Monday- Friday

Night Rate: Hours worked between 22:00 – 06:00 Sunday – Friday

Saturday Rate: Hours worked between 06:00 – 00:00 on Saturday

Sunday Rate: Hours worked between 00:00 – 22:00 on Sunday

4. Terms of payment

4.1 Except where otherwise agreed in writing fees for Services shall be due and payable by Client as



follows:

- (i) where Services relate to provision of Quality inspection services, fees shall be paid in full no later than 30 days after date of invoice;
- (ii) if Services are provided over a period of time Company shall be entitled to invoice Client at regular intervals during that period and fees shall be payable by Client within 30 days of date of such invoice notwithstanding that subsequent Services are not provided or any other alleged default on the part of Company;
- (iii) if under the Agreement fees are due in instalments, a default by Client in payment of any instalment shall entitle Company to require that Client pays the whole balance of fees due within 15 Working Days of such default. Client shall not be entitled to exercise any set-off, lien or any similar claim in relation to fees due to Company. Time of payment shall be of the essence. Without prejudice to any other rights, Company shall be entitled to charge interest of 3% over base rate of Bank of England per month or part thereon on overdue payments; such interest to run from payment due date until full payment receipt.
- (iv) proforma payment may be requested by company from client if the client fails to make payment on time for previous services supplied or if the supplier has reasonable grounds for believing that the client might fail to make payment in full.

5. Change of ownership and financial responsibility

5.1 Where a dual charging service exists between a primary customer / site and that of the supply chain all work invoiced will remain at the billed rate. Any work conducted post the amount invoiced will be billed at the agreed rates moving forward. If such a change is requested within two working weeks of a mission / job being initiated all charge rates will be aligned to that of the new bill payer accordingly. No rebates relating to the above will be considered.

6. Cancellations / Stand downs

Cancellation and/or Stand down fees shall apply to cancellation / standing down of any staff by the Client through no fault of REACT Quality Management.

The Company shall issue an invoice to cover to the end of the current shift for all staff. The Client shall make full payment to Company within 30 Days of date of that invoice:

7. Intellectual property rights

7.1 *Use of Company's name, logo:* Company's name and logo may not be used by Client except with Company's prior written consent.

7.2 *Background intellectual property rights:* Company or its licensors shall retain all right, title and interest in and to all intellectual property rights or other proprietary rights (including copyright, patents, trademarks, trade or business names, know how, moral rights, domain names, database rights or any similar rights) (collectively "**Background IPR**") owned at any time by Company or its licensors. Company hereby grants to Client a limited license to use Background IPR solely to the extent necessary for Client to receive Services. For avoidance of doubt, Client shall not acquire any rights to Background IPR including any documents, reports, training guides, instruction manuals, drawings, diagrams, videos or any other materials provided by Company in connection with Services and Client shall not copy, reproduce, sell, license, distribute, publish or otherwise circulate such Background IPR except with Company's prior written consent.

7.3 *Foreground intellectual property rights:* During this Agreement, the parties may agree that Company will create or develop at Client's request new intellectual property products or materials and provide certain new Services in which intellectual property rights subsist (collectively "**Foreground IPR**"). The parties hereby agree that Company shall own all right, title and interest in and to all Foreground IPR and Company shall grant to Client a worldwide, royalty-free, perpetual license to use the Foreground IPR for Client's internal business purposes only and provided always that Client shall not commercialise Foreground IPR and shall not sell, license, distribute, publish or



otherwise circulate Foreground IPR to any third party except with Company's prior written consent.

7.4 Notification of infringement: Client shall promptly inform Company in writing of any infringement or alleged infringement of Background IPR or Foreground IPR or any claim coming to Client's attention that Services or Background IPR or Foreground IPR infringe any person's intellectual property rights.

7.5 Indemnities: Subject to limitations on liability under Clause 9, Company shall indemnify Client from and against all losses suffered or incurred by Client as a result of a claim that Background IPR or Foreground IPR or Services infringes any person's intellectual property rights. Where Client requires Services to be provided by Company to Client's specifications or requires Company to incorporate Client's materials within Services, Client shall fully indemnify Company from and against all losses suffered or incurred by Company as a result of a claim that provision of Services to Client's specifications and/or using Client's materials infringes any person's intellectual property rights.

8. Provision of Services

8.1 Notwithstanding that Company may have given a detailed quotation for Services, no request for Services shall be binding unless the parties have executed a Proposal, and/or Containment Authorisation Sheet (CAS)/contract. Client must provide a valid purchase order number or Containment Authorisation Sheet to Company prior to commencement of work. Company's brochures, leaflets or other correspondence including information published on Company's website are not binding and reasonable variations may be made to Services without notice, and Services so varied shall be accepted as complying with Agreement. Company reserves the right to cancel, curtail or re-schedule services without notice to Client and in such instance, Company's total aggregate liability to Client shall be limited to refund of 100% of fees already paid by Client in advance.

8.2 The client shall be responsible (at its own cost) for preparing its premises for the services requested to be carried out and for the provision of all necessary access and facilities reasonably required to perform the services. If the company is prevented from providing the services requested on the specified agreed date because no such preparation has been carried out, the client must pay for the services whether delivered or not.

8.3 Company shall endeavor to deliver services satisfying the criteria set out in the proposal / booking form / contract, unless it is prohibited, prevented or otherwise to do so. Client is responsible for providing any historical data, drawings, CAD files, messplans or other information as required to fulfill the criteria. If such information is not provided, the client must still pay for the services booked and agreed to by the booking form / contract.

9. Term and termination

9.1 The term of this Agreement shall be set out in the Proposal and/or the CAS form and shall be subject to 30 days written notification to the operational manager or Bridge Group head office. If for any reason 30 days written notice is not given, the Company will raise an invoice to the Client to cover a 30 day period based on an average cost of invoices over a 12 week period immediately prior to the commencement of services on behalf of the Company to the Client. If the client cancels the contract (even respecting the notice period) whereby the work undertaken on behalf of the client by the company is sourced to another third party without formal performance reviews (meetings with documented minutes agreed by both parties) giving Bridge Group opportunity to resolve any circumstances arising as to the decision Bridge Group will invoice an additional £10,000 GBP as a result and the client agrees to pay this amount in line with the payment terms and conditions in place. The Company may at its discretion terminate or suspend this Agreement upon 10 days' notice to Client if:

- (i) Client ceases to do business, or otherwise terminates business operations;
- (ii) becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors



arrangement, composition or comparable proceeding or any proceeding is instituted against Client;
(iii) undergoes a change or similar arrangement; and/or
(iv) fails to make timely payments as required under Agreement.

Company may at its discretion immediately terminate or suspend this Agreement if Client commits a material breach, or a series of breaches the combination of which constitutes a material breach and Client fails to remedy the breach(es) within 10 days after receipt of notice giving particulars of breach(es) and requiring them to be remedied.

9.2 The Client undertakes with the Company that it will not either during the currency of the contract or for a period of **6 months** after the termination of the contract without the prior written consent of the Company whether by itself, through agents or otherwise and whether on its own behalf or on behalf of any other person, firm or company directly or indirectly employ or engage or endeavor to employ or engage any person who during the currency of the contract carried out any part of the services on behalf of the Company to the Client.

9.3 In the event that the Client employs or engages any such person as set out in condition 9.1 in the manner and during the period set out in condition 9.1, the Client shall pay the Company the appropriate transfer fee.

10. Limitation of liability

10.1 *Limitation of liability:* Nothing in this Agreement limits either party's liability for death or personal injury due to negligence or fraudulent misrepresentation. Except as set out in this clause, Company shall not be liable for lost profits, loss of business, lost or corrupted data or software, loss caused by supply of inaccurate information or any omitted information by Client, any consequential, punitive, incidental or indirect loss or damages, whether any claims for such damages are based on tort, contract, or other theories, and whether Company knew or should have known the possibility of such damages. Except as set out in this clause and clause 8, Company's total aggregate liability under this Agreement for any losses or damages shall not exceed total price payable for Services.

10.2 *Viruses:* Company will use reasonable endeavors to ensure that all software introduced to Client's machines will be free of computer viruses and has undergone virus checking procedures in line with current practice. Notwithstanding reasonable endeavors Company shall not be liable for any damage to any Client or third party equipment that has been caused by a virus introduced as a result of software loaded by or via Company.

11. Warranties and representations

11.1 Each party warrants and represents that, as at date of this Agreement, it has full capacity and authority to enter into this Agreement. If requested, Company may help Client to choose other Services but Company does not provide any warranties that such Services will be fit for Client's purpose and assessment and selection of Services remains Client's ultimate responsibility. No statement, description, information, condition or recommendation contained in any Company catalogue, price list, advertisement or communication or made verbally by representatives of Company shall be construed to vary in any way any of the terms of this Agreement. All other warranties (express or implied) are hereby excluded to maximum extent permitted by applicable law.

12. Confidentiality

12.1 "**Company's Confidential Information**" means any commercial information of Company, any information contained within instruction manuals or other documents provided to Client and any other information related to Services. Client will keep all Company's Confidential Information confidential for a period of 3 years after termination of this Agreement or any related agreement with Company. Client may not disclose Company's Confidential Information to any third party without Company's prior written consent. Client may share Company's Confidential Information with only its employees who have a need to know and who are subject to legally binding obligations to



keep such information confidential. Confidentiality obligations in this clause do not apply to Company's Confidential Information that (a) Client can demonstrate was in its possession before receipt from Company; (b) is or becomes publicly available through no fault by Client; (c) is rightfully received by Client from third party without duty of confidentiality. If Client is required by government body or court of law to disclose any Company Confidential Information, Client shall give Company reasonable advance notice so that Company has an opportunity to contest disclosure. Company will treat all information provided by client confidential and will sign a Non-Disclosure Agreement as / when necessary.

This clause 12 shall survive termination of the contract, however arising.

13. Governing law and dispute resolution

13.1 The Agreement shall be governed by English Law. Any dispute under this Agreement shall be submitted to the exclusive jurisdiction of English courts.

14. Other terms

14.1 Force majeure: Company shall be entitled to delay or cancel delivery of Services or to reduce the amount of Services delivered if it is prevented from or hindered in or delayed in the provision of Services through any circumstances beyond its reasonable control including strike, lock-out, accident, war, government action, national emergency, act of terrorism, protest, riot, civil commotion, explosion, flood, epidemic, fire.

14.2 Relationship of parties: The parties are each independent contractors. Nothing in this Agreement shall give rise to a partnership, joint venture, agency or any such other relationship between the parties. Neither party shall claim to be a legal representative, partner, agent, franchisee or employee of the other party.

14.3 Assignment: Company may assign or sub-contract its obligations or rights under this Agreement to a competent third party in whole or in part. Client may not assign this Agreement in whole or in part except with Company's express written consent.

14.4 Export and compliance with laws: Client acknowledges that Services provided under this Agreement may be subject to export control laws and regulations in European Union, United States or other countries. Client shall comply with all applicable laws, orders and regulations of any governmental authority in connection with receipt of Services and shall bind its employees or other users of Services accordingly.

14.5 No waiver: Failure or neglect by either party to enforce at any time any of provisions of this Agreement shall not be construed as a waiver of either party's rights under this Agreement nor in any way affect the validity of the whole or any part of this Agreement.

14.6 Severability: If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

14.7 Third party rights: This Agreement is not intended to be for benefit of, and shall not be enforceable by, any person other than a party, under the Contracts (Rights of Third Parties) Act 1999.

14.8 Non-solicitation: During term of the Agreement, and for a period of 12 months following its termination, Client shall not directly or indirectly employ or solicit for employment any members of Company's then current personnel. If Client breaches this Clause 14.8, in addition to any other remedies available in this Agreement or at law, Company shall be entitled to recover from Client liquidated damages of 35% of gross annual salary of the member of Company's personnel employed or solicited for employment. Parties agree that such amount is a genuine pre-estimate of Company's



loss and not a penalty. Clause 14.8 shall not restrict Client from employing any members of Company's personnel who apply unsolicited in response to a general advertising or other general recruitment campaign.

B. REACT Terms and Conditions (Quality Management Services)

"Proposal and/or Containment Authorisation Sheet": proposal shall be agreed verbally, email communication or in writing, and the containment authorization sheet consisting of details for provision of Services shall be signed / authorised by Client; "Contract": is the content / details agreed on the CAS.

15. Fees and costs

15.1 Fees for Services: Fees payable by Client for Services shall, unless otherwise stated in the Agreement, be the fees chargeable by Company for such Services current at date of provision and in case of provision of Services over a period, fees payable shall, at Company's option, be either: (i) fees current at date of Service provision unless fees are expressly stated to be fixed or firm for a period; or (ii) fees current at date of invoice for relevant Services; or (iii) where agreed by the parties, fees calculated on a time and materials basis pursuant to rates agreed between the parties in writing (including but not limited to the Booking form). For clarification, examinations are not discountable.

15.2 Fee adjustment: Unless fees are stated to be fixed or firm for a period Company's fees payable for Services shall be subject to amendment to take account of variations in wages, materials or other costs since commencement of Agreement. Company reserves the right to adjust fees payable by Client for Services by the amount of any increase in such costs after fees are quoted and fees so adjusted shall be payable as if it were the fees stated as being payable in Agreement. Any adjustments or increases in fees shall not exceed an amount equal to 25% of fees for relevant Services.

15.3 Expenses: Fees are exclusive of travel, hotels, meals or other expenses which shall be payable by Client upon presentation of invoices by Company.

15.4 Value added tax: Fees are exclusive of VAT which shall be charged at the rate of 20%.

15.5 Shift Premiums: Shift premiums applied to the Basic Rate as a proportion of the Basic Rate will be detailed on the Containment Authorisation Sheet which is signed by Client. Unless a prior agreement is in place between Company and Client before the commencement of Services, the Company will use the following standard criteria to determine if any shift premiums should be applied to hours worked:

Basic Rate (normal working hours): hours worked between 06:00 – 22:00 Monday- Friday Night Rate: Hours worked between 22:00 – 06:00 Sunday – Friday Saturday Rate: Hours worked between 06:00 – 00:00 on Saturday Sunday Rate: Hours worked between 00:00 – 22:00 on Sunday

16. Terms of payment

Except where otherwise agreed in writing fees for Services shall be due and payable by Client as follows:

- (i) where Services relate to provision of Quality inspection services, fees shall be paid in full no later than 30 days after date of invoice;
- (ii) if Services are provided over a period of time Company shall be entitled to invoice Client at regular intervals during that period and fees shall be payable by Client within 30 days of date of such invoice notwithstanding that subsequent Services are not provided or any other alleged default on the part of Company;



(iii) if under the Agreement fees are due in instalments, a default by Client in payment of any instalment shall entitle Company to require that Client pays the whole balance of fees due within 15 Working Days of such default. Client shall not be entitled to exercise any set-off, lien or any similar claim in relation to fees due to Company. Time of payment shall be of the essence. Without prejudice to any other rights, Company shall be entitled to charge interest of 3% over base rate of Bank of England per month or part thereon on overdue payments; such interest to run from payment due date until full payment receipt.

(iv) proforma payment may be requested by company from client if the client fails to make payment on time for previous services supplied or if the supplier has reasonable grounds for believing that the client might fail to make payment in full

17. Cancellations / Stand downs

17.1 Cancellation and/or Stand down fees shall apply to cancellation / standing down of any staff by the Client through no fault of REACT Quality Management. The Company shall issue an invoice to cover to the end of the current shift for all staff. The Client shall make full payment to Company within 30 Days of date of that invoice.

18. Term and termination

18.1 The term of this Agreement shall be set out in the Proposal and/or the CAS form and shall be subject to 30 days written notification to the operational manager or Bridge Group head office. If for any reason 30 days written notice is not given, the Company will raise an invoice to the Client to cover a 30 day period based on an average cost of invoices over a 12 week period immediately prior to the commencement of services on behalf of the Company to the Client. If the client cancels the contract (even respecting the notice period) whereby the work undertaken on behalf of the client by the company is sourced to another third party without formal performance reviews (meetings with documented minutes agreed by both parties) giving Bridge Group opportunity to resolve any circumstances arising as to the decision Bridge Group will invoice an additional £10,000 GBP as a result and the client agrees to pay this amount in line with the payment terms and conditions in place.

C. Bridge Specialist Resourcing

19. Interpretation

“Company” Bridge Specialist Resourcing Ltd, a corporation organised and existing under the laws of England, with its registered office at Grenadier House, 1625 Warwick Road, Knowle, Solihull, West Midlands, B93 9LF, United Kingdom

“The Client” means the person or company who accepts a quotation of The Company for the supply of services, or whose request for The Company to supply such services to the client is accepted by The Company.

“Services” means the introduction by The Company of an applicant to The Client as specified in accordance with these conditions.

“The Applicant” or **“The Candidate”** is the person introduced by The Company to The Client and includes any person employed by The Company.

“Conditions” means the standard terms and conditions of supply set out in this document and shall also include any terms and conditions agreed in writing between The Client and The Company and upon acceptance thereof as specified herein shall represent the contract between The Client and The Company.

19.1 Any written or verbal quotation of The Company which is accepted by The Client or any written or verbal request of The Client for services which is accepted by The Company will be subject to these terms and conditions and will form the basis of the contract between The Client and The Company. This contract will be to the exclusion of any purported contract either written or verbal made by The Client.



19.2 No waiver by The Company or breach by The Client shall be a waiver or breach of any other provision.

19.3 These terms and conditions and the contracts formed herein are final and can only be altered with written consent of a Director of The Company.

20 Acceptance

20.1 The client is deemed to have accepted these terms and conditions having agreed to interview, employ or engage The Applicant. The Client is bound to these conditions if a subsidiary, franchise, agency, license or partner of The Client interviews or employs The Applicant. If The Applicant is employed or engaged by any other company through an introduction of The Applicant by The Client, The Client will be liable for the full fee as laid out in these terms and conditions.

21. Fees Payable and Payment Terms

21.1 The Client agrees to notify The Company verbally, on the same working day as the appointment of an applicant is accepted by The Client. The Client agrees to notify The Company in writing of the terms of the applicant's employment or engagement including annual gross remuneration or daily/hourly charge rate.

21.2 The Fee payable to The Company will be based upon the scale of fees listed herein and will be payable within Thirty (30) days of the date of invoice from the company.

21.3 VAT will be charged at the standard rate of UK Value Added Tax at the time of employment or ongoing engagement of The Applicant.

21.4 The fee payable to The Company by The Client for an introduction resulting in an engagement is the amount equal to 30% of the total remuneration package applicable during the first 12 months of the engagement. VAT will be charged on the fee if applicable.

21.5 Contractor fees will be agreed on an individual case basis prior to commencement of services and included in written candidate representation.

22. Rebate

22.1 If The Applicant leaves the employment of The Client or The Client terminates The Applicants employment within the first four weeks of employment The Company will offer a full rebate of fees payable (provided agreed payment terms were met) or find a replacement for The Applicant free of charge (excluding expenses). In case of redundancy, there will be no refund.

22.2 Bridge undertakes to provide replacement contractor services if, for any reason, the contractor incumbent is no longer able to carry out the duties required.

23. Working Terms & Conditions

23.1 The Client is responsible for ensuring that the candidate is legally permitted to work in the country in which the Applicant is to be employed or engaged.

23.2 The Client is responsible for ensuring that The Applicant satisfies the medical requirements for the role to which they are employed.

24. Introductions



24.1 Regarding an Applicant introduced by The Company which results in an Engagement with that third party within 6 months of the introduction renders The Client liable to payment of The Company's fee as set out in clause 21.4 with no entitlement to any refund.

An introduction fee calculated in accordance with clause 21.4 will be charged in relation to any applicant engaged as a consequence of or resulting from an introduction by or through The Company, whether direct or indirect, within 6 months from the date of The Company's introduction.

24.2 In the event that any employee of The Company with whom The Client has had personal dealings accepts an Engagement with The Client within 6 months of leaving The Company's service, The Client shall be liable to pay an introduction fee to The Company in accordance with clause 21.4

25. No Warranty

The Company shall not be liable to The Client for any loss or damage incurred by The Client or The Applicant whether caused by The Client or The Applicant or the Services received under any circumstances.

26. Contract Construction

The contract shall be construed according to English Law and will be subject to the jurisdiction of English courts.

D. Bridge Training & Development Ltd – Additional Terms and Conditions

27. Interpretation

"Company": Bridge Training & Development (company number 9255279) with registered office at Grenadier House, 1625 Warwick Road, Solihull, West Midlands, United Kingdom. B93 9LF;

"Proposal and/or a Proforma Agreement" or "PA": proforma agreement consisting of an offer by the Company for provision of Services which shall be capable of acceptance by the client as agreed in writing between the parties

"Services": services to be provided by the Company to the Client under the Agreement which include open public courses, on-site training courses, consultancy services, training development, project management and administration.

28. Terms of payment

Except where otherwise agreed in writing fees for services shall be due and payable by client as follows: i) Where services relate to provision of Open Public Training Services fees shall be paid in full no later than 15 working days prior to training commencement;

ii) Where services relate to provision of on-site training services and/or consultancy services, 50% of fees shall be paid no later than 15 working days prior to date upon which services are to be provided and balance shall be payable by the client within 30 days of invoice;

29. Cancellations

If the consumer protection (distant selling) regulations 2000 apply, client shall have the right to cancel this agreement without any liability within 14 days of date of agreement provided that services have not commenced and are not due to commence in this period. Except as provided under this clause or a proposal, cancellation and/or re-scheduling fees below shall apply to cancellation or re-scheduling of any course by client unless the order is made and paid for over the internet in which case it is not cancellable. Company shall issue a supplementary invoice to client for such cancellation and/or rescheduling fees and client shall make full payment to company within 15 working days of date of that invoice:

Open Public Courses



Confirmed Booking with agreed dates	15 - 11 working days before course commencement	10 - 6 working days before course commencement	5 - 0 working days before course commencement
Cancellation fee	50%	75%	100%
Re-scheduling fee	25%	50%	100%

All Services other than Open Public Courses

Confirmed Booking with agreed dates	15 - 11 working days before course commencement	10 - 6 working days before course commencement	5 - 0 working days before course commencement
Cancellation fee	50%	75%	100%
Re-scheduling fee	50%	75%	100%

The client may substitute course participants by written notification to the Company subject to new course participants complying with course requirements (including pre-requisites, and precourse reading) as notified by Company to Client, or as detailed in the proposal.

25. Provision of Services "Company" reserves the right to refuse Services or provide reduced Services if course participants attending on Clients behalf fail to satisfy course requirements / prerequisites. Company may at its discretion terminate or suspend this Agreement upon 10 days notice to the Client

For and behalf of Bridge Group

Info@Bridge.eu.com

