

# STAWORTH.

## INDEPENDENT CONTRACTOR TERMS

This Agreement sets out the terms on which you agree to purchase services (the “**Services**”) from **STAWORTH LIMITED** (Company No. 15540474) (“**Staworth**”). By accepting Staworth’s offer for Services, instructing Staworth to carry out Services or paying Staworth’s invoice for Services, you expressly accept the application of these terms to such Services as detailed in the relevant offer, instruction or invoice.

1. **Services** – Staworth shall perform all agreed Services promptly, in full and using all reasonable skill and care. All other warranties relating to the Services, whether express or implied, are excluded to the fullest extent permitted by law. Where Staworth is unable to complete any agreed Services as expected, it shall promptly notify you and payment for such Services shall be subsequently adjusted to reflect the work undertaken only.
2. **Legal Services** – Staworth does not undertake any reserved legal activities within the meaning of the Legal Services Act 2007, and nothing in this Agreement should be construed as any offer or obligation to perform legal services of a reserved nature. Where any of the Services does include elements of legal work, Staworth reserves the right to decline to undertake such activities which it reasonably considers may be either (i) reserved, (ii) beyond the scope of its capabilities or competence, or (iii) best suited for external legal advisors.
3. **Expenses** – where agreed beforehand with you, Staworth may charge for its reasonable costs and expenses associated with the Services. Such expenses shall generally be subject to these terms, though all expenses shall be payable in full once incurred and agreed, with no right of set-off against Staworth’s fees for Services.
4. **Payment** – the due date for payment shall be the date of Staworth’s invoice. Unless agreed otherwise, payment shall be made within 30 days of the due date, to the details provided in the invoice. Each party agrees that invoices may be raised proactively or retroactively as required.
5. **Liability** – neither party shall be liable in any circumstances for any indirect, special or consequential losses suffered by the other which arise from or are in any way linked to the Services. Staworth shall not be liable for any delay, loss or other harm caused by your acts or omissions in the context of the Services. Staworth’s total aggregate liability arising from any Services shall be limited to the fullest extent permitted by law to no more than the aggregate amount of fees paid in respect of the individual services in the 12 months prior to the incurrence of such liability.
6. **Term** – the terms of this Agreement shall apply immediately and retroactively from the date on which any Services are commenced. Either party may terminate the supply of any Services at any time and for any reason, provided that you shall remain liable for Staworth’s reasonable fees for Services part performed prior to your termination. Upon termination, the terms of this Agreement shall continue to apply in respect of all completed or part-completed Services already provided by Staworth.
7. **Status & Relationship** – each party expressly acknowledges that the other is an independent contractor, and that it has no power or authority to bind the other or represent the other’s interests. Nothing in this Agreement shall establish any partnership, joint venture, agency relationship, employment relationship or any equivalents between the parties, and each party confirms it is acting on its own behalf only and always for business purposes in its own interests. At all times, Staworth shall maintain sole control over its own affairs including its working hours for the Services, its legal and tax affairs, the health and wellbeing of its team and its own compliance with relevant laws.
8. **Entire Agreement** – this Agreement constitutes the entire agreement between the parties and supersedes any previous or contemporaneous agreements or understandings, whether oral or in writing, relating to its subject matter. Each party acknowledges in entering this Agreement that it does not rely on any statement or representation not set out herein. Each party agrees it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement. This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
9. **Severance** – if any provision or part-provision of this Agreement is or becomes void or unenforceable, it shall be deemed modified (or otherwise deleted) to the minimum extent possible to ensure it does not affect the validity and enforceability of the rest of the Agreement.
10. **Governing Law** – this Agreement shall be drafted and construed in English language only and governed at all times by English law. Each party irrevocably acknowledges that the courts of England shall have exclusive jurisdiction in respect of any disputes arising from the Agreement.