

TERMS AND CONDITIONS FOR THE PROVISION OF PRE-EMPLOYMENT VETTING SERVICES

Definitions

1. The following definitions apply to these Terms and Conditions:

"Applicant" means any person(s) in respect of whom the Company wishes Red Sky to provide the Services.

"Company" means the person(s) referred to and identified in the Service Agreement.

"Company ID" means the unique code belonging to a specific Service Agreement, as referred to and identified in the first page of the same.

"Conditions" means these Standard Terms and Conditions.

"Contract" means the contract for the supply of any Services by Red Sky to the Company comprising these Conditions and the Service Agreement; Data Controller, Data Processor, Personal data.

"Data" has the meaning set out in the Data Protection Legislation.

"Data Protection Legislation" means (i) The Data Protection Act 1998, (ii) from 25 May 2018, unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and (iii) any successor legislation to the GDPR (or the Data Protection Act 1998).

"Data Subject" means any individual who is the subject of Personal Data.

"Dossier" is the set of References relating to an Applicant that is supplied by Red Sky to the Company and which represents the completion of the Services in respect of that Applicant.

"End User" means any person(s) to whom the Company's services are provided.

"Fees" means the fees and charges payable to Red Sky by the Company as specified in the Service Agreement.

"General Data Protection Regulation" (GDPR) means the European Union's General Data Protection Regulation (2016/679) (GDPR), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and all applicable laws and regulations relating to the processing of personal data and privacy as amended, re-enacted, replaced or superseded from time to time, including any guidance and codes of practice issued by the applicable supervisory authority.;

"Intellectual Property Rights" means all copyright, trademarks, service marks, trade, business and domain names, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including 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.

"Red Sky" means Red Sky Referencing Limited (company number 14752247); registered address: 18 The Broadway, East Lane, Wembley Park, Middlesex, HA9 8JU.

"Parties" means both Red Sky and the Company and "Party" means any one of them.

"Personal Data" has the meaning set out in the Data Protection Legislation and relates only to personal data, or any part of such personal data, in respect of which the Company is the Data Controller and in relation to which Red Sky is providing Services under this agreement.

"Profile" means the personal data entered onto the Site by the Applicant, which is used by Red Sky in the course of providing of the Services.

"Recruitment Agency" means any Employment Agency or Employment Business as defined by the Employment Agencies Act 1973 (and all regulations made thereunder).

"References" means any information obtained by Red Sky from various third parties in relation to the qualifications, career history, criminal record, characteristics or circumstances of the Applicant.

“**Services**” means the services that Red Sky has agreed to provide to the Company pursuant to the Service Agreement and these Conditions.

“**Service Agreement**” means the service agreement entered between the Company and Red Sky.

“**Site**” means the Site at www.redskyreferencing.co.uk or any other website operated and maintained by Red Sky from time to time which Red Sky may designate for the purpose of the Contract.

“**Start Date**” means the start date for the provision of the Services as referred to and identified in the Service Agreement for those Services.

“**Term**” means the term of the Contract as referred to and identified in the Service Agreement.

2. The interpretation and construction of the Contract shall be subject to the following provisions:

- a) clause headings shall not affect the interpretation or construction of the Contract;
- b) reference to Law includes a reference to that Law as amended, consolidated or re-enacted from time to time;
- c) references to a “person” includes a natural person and a corporate or unincorporated body;
- d) words in the singular shall include the plural and vice versa;
- e) references to “representations” shall be construed as references to present facts, to “warranties” as references to present and future facts and to “undertakings” as references to obligations under this Contract;
- f) words “including”, “other”, “in particular”, “for example” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “without limitation”;
- g) a reference to one gender shall include a reference to the other genders; and where the context allows, references to Clauses are to clauses in this Contract and references to Sections are the sections of this Contract.

Background

3. These Conditions apply as between Red Sky and the Company only. Red Sky’s relationship with the Applicant shall be governed by separate terms (**the Applicant Terms**).
4. These Conditions, to the exclusion of all previous terms and conditions issued by Red Sky, shall apply to any Service Agreement entered into after the date on which these Conditions were uploaded onto the Site and to any Service Agreement entered into before that date where the Company has been made aware of these Conditions.
5. Any variation to these Conditions, including the attempted introduction of any additional conditions, shall only be binding when agreed in writing and signed by an authorised signatory of Red Sky (unless these Conditions expressly provide to the contrary).

Obligations by Red Sky

6. The Services provided by Red Sky in respect of each Applicant shall be specified in the Applicant Agreement, but shall generally include the following (the services listed below do not necessarily constitute part of the contractually agreed Services Red Sky is obliged to provide, which shall be as set out in the Service Agreement):
 - a) Issue of requests for References based on each Profile or on other Applicant information;
 - b) Following-up of requests for References by telephone, email, facsimile or post as may be required to obtain each Reference in the shortest possible time;
 - c) Compilation of a Dossier in respect of each Applicant and supply of such Dossier to the Company by an agreed method;
 - d) Provision of reasonable support and information to each Applicant by telephone, email, facsimile or post as may be required throughout the continuation of the Services;
 - e) Reporting of progress to the Company at agreed intervals in respect of each Applicant, their Profile, References and Dossier (as applicable).

7. In providing the Services, Red Sky shall make all attempts to Screen each Applicant to the agreed standard. For the purpose of this clause, 'Screen' shall be interpreted as meaning complete the transactional and referencing checks to the agreed standard.
8. If Red Sky reasonably believes that it cannot provide the Services due to problems in obtaining References or relevant information from an Applicant, Red Sky shall be under no obligation to carry out any further checks, make enquiries or obtain further references in relation to that Applicant and Red Sky reserves the right to stop processing the Applicant's information. In these circumstances, Red Sky shall be treated as having discharged its obligation to deliver the Services (in relation to that Applicant) and the Company will be expected to pay Red Sky the full fees attributable to the Services.
9. Where Red Sky reasonably believes that an Applicant will not pass the relevant checks, Red Sky will notify the Company and has the right to stop carrying out the Services in relation to the Applicant. The Company can at that point, decide as to whether it will offer employment to that Applicant without any liability to Red Sky.
10. If Red Sky' performance of its obligations under this Contract is prevented or delayed by any act or omission of the Company, its agents, subcontractors, consultants, employees, or an Applicant, then, without prejudice to any other right or remedy it may have, Red Sky shall be allowed additional time to perform its obligations.
11. Red Sky shall be entitled at any time without notifying the Company to make changes to the Services that are necessary to comply with any applicable security or other statutory requirements and Red Sky shall determine the way the Services are provided.
12. With effect from the Start Date, Red Sky shall provide the Services for the Term subject to the provisions of these Conditions.
13. Red Sky may, at its discretion and without notice, report improper or illegal use of References or the Services by the Company to the relevant legal and/or professional bodies including but not limited to the Department for Employment, the Office of the Information Commissioner and the Recruitment and Employment Confederation.

Obligations by the Company

14. The Company agrees to instruct each Applicant in writing to log onto the Site and complete their Profile, or to complete any other action which may be required to enable Red Sky to provide the Services. Where applicable, such written instructions must include details of the Company ID.
15. Company must ensure that any information supplied by the Applicant is accurate, complete and true.
16. The Company acknowledges that Red Sky shall not be obliged to provide the Services until the Company has fulfilled its obligations under clause 14 above and until such time that any Applicant has completed their profile, or any other action required (including agreeing to the Applicant Terms and providing accurate information).
17. The Company accepts that Red Sky cannot guarantee the availability or suitability of any References, the speed at which any References can be obtained or the date upon which any Dossier can be delivered to the Company. Red Sky is not in any way responsible for the content of References. No obligations are imposed upon Red Sky and no warranties offered by Red Sky regarding these matters.
18. The Company shall where it is a Recruitment Agency, comply with the following:
 - a) all respects with the Employment Agencies Act 1973 (and all regulations made thereunder) and all statutes, rules, regulations, codes of practice and legal requirements to which the Company is ordinarily subject in respect of its receipt and processing of References and related matters;
 - b) Use all References supplied pursuant to the Contract and the Services solely for genuine recruitment purposes;
 - c) Ensure that, where required, it is notified as a data controller to the Office of the Information Commissioner under the Data Protection Legislation, that such notification adequately covers all types of data processing carried out by the Company and that it complies with its obligations under the Data Protection Legislation;
 - d) Keep confidential the References and all other information supplied by Red Sky in relation to any Applicant;
 - e) Not submit, copy, supply, re-sell, distribute or make available in any way any References or other information received from Red Sky to any person except where the Company has obtained the express prior consent of the Applicant or where the Company is a Recruitment Agency acting on behalf of an End User who intends to recruit such Applicants for their own employment;
 - f) Be responsible for satisfying itself as to the suitability of the References and to the suitability of any Applicant for any position;

- g) Adhere to the requirements of the DBS basic checks - Responsible Organisation ID Guidance which requires the following when an Organisation is requesting basic checks:
 - (i) the Applicant must provide original documents (not copies) to prove their identity to the Company.
 - (ii) the Company must establish the identity of the Applicant through the face to face examination of a range of documents as set out in this guidance
 - (iii) the Company must upload copies of the signed and dated documents onto passtrack to confirm the originals have been seen.
 - h) Not discriminate between persons endeavoring to secure employment and shall not engage in any illegal discriminatory practices whether by reason of race, sex or disability;
 - i) Be responsible for all reasonable costs, claims, damages, loss, expenses and liabilities incurred by Red Sky arising out of the Company's misuse of information on References.
19. The Company acknowledges that Red Sky may from time to time request testimonials from the Company relating to its performance of its obligations under these conditions. Where the Company receives a request from Red Sky for a testimonial, the Company shall provide Red Sky with a written testimonial within a 5 Business Days. The Company agrees that Red Sky shall have the right to review the testimonial and discuss any queries it has with the Company. Red Sky reserves the right to use the testimonial as it sees fit provided it does not change the content of the testimonial, without first obtaining the Company's prior written consent. Red Sky may at its sole discretion decide not to publish any testimonial.

Data Management and Privacy Policy

20. The Company and Red Sky acknowledge that for the purposes of the Data Protection Legislation, the Company is the Data Controller and Red Sky is the Data Processor in respect of any Personal Data.
21. The Personal Data that may be processed by Red Sky in connection with the provision of the Services include but not limited to, the nature of the Names of the individual, Company names, Emails, Telephone numbers, addresses, passwords, references, results of criminal records, details of qualifications and training, bank accounts, payment details, internet protocol (IP) address, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this website.
22. Personal Data relating to an Applicant is retained by the parties for 6 months from the date when the checks are completed and then retained for a further 18 months in an encrypted archive. At the end of this period, personal data relating to the applicant is deleted.
23. Red Sky shall process the Personal Data only in accordance with the Company's instructions as set out in the Contract.
24. The Company acknowledges that Red Sky is reliant on the Company for direction as to the extent to which Red Sky is entitled to use and process the Personal Data. The Company shall ensure that appropriate privacy notices are provided to Applicants in accordance with the requirements of the Data Protection Legislation to explain the nature of the checks that may be carried out as part of the Services. In particular, the Company shall notify each individual Applicant of the checks that will be carried out on the Applicant and shall be responsible for ensuring that there is a legal basis for carrying out such checks under the Data Protection Legislation. The Company shall ensure that, where necessary, valid consent is obtained from Applicants to pass Personal Data to Red Sky to enable Red Sky to perform the Services.
25. Red Sky will not be liable for any claim brought by a Data Subject arising from any action or omission by the Company, to the extent that such action or omission resulted directly from the Company's instructions.
26. The Company shall indemnify Red Sky against all liabilities, costs, expenses, damages and losses and all other professional costs and expenses suffered or incurred by Red Sky arising out of or in connection with any claims made against Red Sky, arising as a result of Red Sky processing the Personal Data in accordance with the Company's instructions.
27. The Company authorises Red Sky to transfer Personal Data outside the European Economic Area where such transfers are necessary to perform the Services including (without limitation) where references are sought from referees located outside of the European Economic Area or where credit checks, criminal records, or any other checks are required from entities located outside the European Economic Area. The Company shall be responsible for ensuring that such transfers of Personal Data are permitted under the Data Protection Legislation.
28. The Company consents to Red Sky transferring Personal Data outside the European Economic Area provided that Red Sky ensures that there is a valid transfer mechanism in place in relation to such transfer. For the purposes of this clause a valid transfer mechanism shall include any mechanism approved by the European Commission as ensuring adequate protection for Personal Data that is transferred outside the European Economic Area. The Company shall be responsible for informing

Applicants that Personal Data may be transferred outside the European Economic Area in connection with the performance of checks carried out as part of the Services.

29. Taking into account the nature of the data processing activities undertaken by Red Sky, Red Sky shall provide all possible assistance and co-operation (including without limitation putting in place appropriate technical and organisations measures) to enable the Company to fulfil its obligations to respond to requests from individuals exercising their rights under the Data Protection Legislation;
30. Red Sky shall ensure that any person (s) used by Red Sky to process Personal Data are subject to legally binding obligations of confidentiality in relation to the Personal Data.
31. Red Sky warrants that, having regard to the state of technological development and the costs of implementing any measures, it will:
 - a) take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to Personal Data, to ensure a level of security appropriate to:
 - i. the harm that might result from such unauthorised or unlawful processing on accidental loss, destruction or damage;
 - ii. the nature of the data to be protected;
 - iii. take reasonable steps to ensure compliance with those measures.
32. Considering the nature of the processing carried out by Red Sky, Red Sky shall assist the Company in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR. The Company shall pay Red Sky' reasonable costs incurred in providing such assistance.
33. Red Sky shall make available to the Company all information necessary to demonstrate compliance with the obligations set out in these conditions and allow for and contribute to audits, including inspections, conducted by or on behalf of the Company, provided that:
 - a) the Company shall provide not less than 7 days' written notice prior to carrying out an audit or inspection;
 - b) the scope of the audit or inspection shall be agreed by the parties;
 - c) the Company shall use all reasonable endeavors to minimise disruption to Red Sky when conducting an audit or inspection; and
 - d) audits shall not be undertaken more than once in any calendar year.
34. Red Sky shall upon termination of the Contract, at the choice of the Company, delete securely or return all Personal Data to the Company and delete all existing copies of the Personal Data unless and to the extent that Red Sky is required to retain copies of the Personal Data in accordance with applicable laws;
35. Red Sky may authorise a third party (subcontractor) to process the Personal Data, provided that the subcontractor's contract:
 - a) is substantially the same as those set out in these Conditions;
 - b) terminates automatically on termination of the Contract for any reason
 - c) shall include Red Sky' liability for any damage or loss caused by the subcontractor
36. The Company acknowledges that in connection with the provision of the Services Red Sky may engage several third parties to carry out checks on behalf of the Red Sky, including credit reference agencies and criminal records bureaus. The Company further acknowledges that Red Sky has notified the Company of the third parties that may be used by Red Sky for such checks and hereby instructs Red Sky to use such third parties as may be required to perform the Services. For the avoidance of doubt, such third parties are not sub-contractors for the purposes of clause 6.15.

Non-assumption of Liabilities

37. It is understood and agreed between the Parties, that Red Sky is not assuming, and will not be liable for any of the liabilities, debts or obligations arising out of:
 - a) Any failure to provide any Reference, Dossier or other information, as a result of circumstances beyond the reasonable control of Red Sky or as a result of the acts or omissions of the Company;

- b) Any mistakes or errors whatsoever or any loss of information or data (or any damage thereto), damage or liability (including but not limited to, any hardware failure, provision or use of software, virus, deletion, corruption, loss or removal of data) howsoever caused arising from any matter beyond the reasonable control of Red Sky or as a result of the acts or omissions of the Company that may arise during the Services as a result of circumstances beyond the reasonable control of Red Sky or as a result of the acts or omissions of the Company;
 - c) Any loss of profit, loss of revenue or contracts or any indirect, special, economic or consequential loss (whether caused by the negligence of company, its employees or agents);
 - d) Any loss or damage whatsoever (including loss of profits) howsoever caused arising out of the negligence, dishonesty, misconduct, breach of faith, incompetence, suitability of or the failure to disclose any information by any Applicant. It is for Company to satisfy itself as to the suitability, standard of skill, integrity and reliability of all Applicants always.
38. Red Sky shall not be liable for any failure to provide the Services (or any part thereof) arising directly or indirectly in whole or in part as a result of the Company's failure to comply with the Contract;
39. Red Sky does not guarantee that the Site will always be available, uninterrupted or error-free, or that content on the Site will be accurate, complete or up-to-date. Red Sky will not be liable if the Site is unavailable at any time or for any period. Red Sky does not guarantee that the Site will be secure or free from bugs or viruses.
40. If any quota of Services which are to be used with any period of time specified in the Service Agreement are not used within that period of time, then in each case the Company shall still be responsible for the full payment of the Fees as if the full quote of Services had been used and for the avoidance of doubt, Red Sky shall not be liable for providing any unused Services and such Services may not be carried over to any subsequent period.
41. In no event shall Red Sky's liability to the Company under or in relation to the Contract (whether in contract or tort) exceed the amount of the Fees paid as at the date any liability arises.
42. Nothing in this Contract shall restrict or exclude Red Sky' liability for death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors (as applicable);
43. Nothing in this Contract shall restrict or exclude Red Sky' liability for fraud or fraudulent misrepresentation by it or its employees;
44. Nothing in this Contract shall restrict or exclude Red Sky' liability for breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or any liability to the extent it cannot be limited or excluded by Law.

INDEMNIFICATION

45. The Company shall indemnify, hold harmless, and defend Red Sky and its parent, officers, directors, partners, members, shareholders, employees, agents, affiliates, successors and permitted assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Red Sky, arising out of or relating to any Claim of a third party.
46. Red Sky shall indemnify, hold harmless, and defend the company and its parent, officers, directors, partners, members, shareholders, employees, agents, affiliates, successors and permitted assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by the company, arising out of or relating to any Claim of a third party.

Representations and Warranties

47. The Company agrees and acknowledges that no condition, warranty or representation of any kind is, has been, or shall be, given by or on behalf of Red Sky in respect of or in connection with these conditions and accordingly the Company confirms that it has not, in entering into the agreement, relied on any condition, warranty or representation by Red Sky or any person on its behalf, express or implied, whether arising by law or otherwise in relation to or in connection with the Services or the Contract. The Company hereby irrevocably and unconditionally waives the benefit of any such condition, warranty or representation by Red Sky.
48. Red Sky and the company hereby warrants that These Conditions are deemed to be fully read, understood and accepted by the Company upon signature of the Service Agreement.
49. The Company hereby undertakes and warrants to Red Sky that any information supplied by the Company in connection with the provision of the Services is accurate, complete and true.

Special Provisions in Relation to TUPE Regulations

50. Should the provision of the Services to the Company constitute a transfer under the Transfer of Undertakings (Protection of Employment) Regulations 2006, then the Company agrees to indemnify Red Sky in respect of any and all costs associated with the transfer, including but not limited to claims made by transferred employees, damages awarded by employment tribunal, legal costs incurred and differential employment costs relating to transferred employees.

Fees & Payment Provisions

51. Red Sky shall invoice the Company for the Fees in accordance with the Service Agreement, subject to clause 48 below. The Company shall settle all invoices within 30 days of invoice date by direct debit or as otherwise agreed in the Service Agreement.
52. If the company requires to cancel a dossier for any reason, Red Sky will apply a 50% rebate of the total price paid, provided that all outstanding references have not been received by Red Sky. All additional items, such as overseas references or DBS checks, will be charged as normal, even if the dossier is cancelled.
 - a. The rebate will be taken off your next invoice, and it cannot be exchanged for cash.
 - b. The invoice must be paid in full and on time to be eligible for the rebate. If payment is not received within the specified timeframe, the rebate will not be applied, and the full price will be due.
 - c. If Red Sky is in receipt of all outstanding references, then the rebate does not apply and the full price will be due.
 - d. If a candidate has more references than originally disclosed, Red Sky will alert the Company. If the Company requests that Red Sky continues with their dossier, then the rebate does not apply in any circumstance and the full price will be due.
 - i. In addition, you will be charged for the additional references required.
 - e. By sending us a dossier to complete, you agree to our cancellation policy and acknowledge that a 50% rebate will be offered for cancelled packs, subject to the conditions outlined above.
53. All sums due in respect of the Fees are exclusive of any value added tax or other applicable sales tax, for which the Company shall be additionally liable.
54. If the Company fails to pay any amount owing to Red Sky when due then Red Sky reserves the right to charge interest (after as well as before judgment) on that amount at the rate of 3% per annum above the base rate of Bank of Scotland (without prejudice to Red Sky' other rights under the Contract, which includes these Conditions). Such interest shall accrue from the due date until payment is made in full and shall be compounded monthly.

OWNERSHIP OF INTELLECTUAL PROPERTY

55. All intellectual property rights of whatever nature relating to the Services and all reports, written advice or other materials produced by Red Sky and all systems, methodologies, ideas, concepts, know-how or techniques developed by Red Sky in delivering the Services shall belong to Red Sky including but not limited to all intellectual property rights in the Site.
56. The Company shall not disclose any Red Sky copyrighted documents such as application forms to a third party without the Red Sky's prior written consent.
57. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Red Sky.

Termination and Cancellation

58. Either party may, at its sole discretion, terminate the Contract at any time by notice in writing to the other party if there is a material breach of the Contract and the party who is breach fails to remedy such breach within 14 days of notice from the other party requiring it to be remedied.
59. Red Sky may suspend the Services and/or terminate the Contract by notice in writing to the Company if it believes that any acts or omissions in connection with the Contract of a Company that is a Recruitment Agency constitute or lead to breach of the Employment Agencies Act 1973 (or any regulations made thereunder).
60. Red Sky may suspend and or terminate the contract if the company has failed to pay any invoice within 60 days of receipt.
61. Red Sky shall be entitled to terminate the Contract at any time on 30 days' notice in writing to the Company.
62. Upon termination of the Contract the provision of the Services shall immediately cease and the full amount of any sums owed to Red Sky by the Company in respect of the Services, whether or not provided, shall become payable with immediate effect.

Notices



63. All notices, requests, consents, claims, demands, waivers, and other communications under this terms must be in writing and addressed to the other Party at any address that the receiving Party may designate from time to time in accordance with this Section. Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Notwithstanding the foregoing, Notice given by email or FAX (with confirmation of transmission) is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

No Third-Party Beneficiaries

64. Except as set out in this agreement, this agreement benefits solely the Parties to this Agreement and their respective permitted successors and permitted assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

SEVERABILITY

65. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

66. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

General

67. The Contract constitutes the entire agreement between the Company and Red Sky in respect of the Services.
68. The Company may not use the name Red Sky in connection with any public advertising or publicity materials or activities without the prior written consent of Red Sky, such consent not to be unreasonably withheld or delayed.
69. References to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

TITLES/HEADINGS

70. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Governing Law

71. This Agreement will be governed by and construed in accordance with the laws of England.
72. The courts of England will have jurisdiction to decide and settle any dispute or claim arising out of or in connection with this Agreement.

I confirm I am authorised to sign these Terms for and on behalf of the Company.

Signature: _____

Date: _____

Signed for and on behalf of the company.

Full Name: _____

Position: _____

Company: _____

Company Number: _____