

## TRUSTONTAP – CLIENT TERMS AND CONDITIONS

### 1 Acceptance of terms and conditions

The Client will be deemed to have accepted and agreed to these Terms and Conditions (which will prevail over any other terms and conditions put forward by the Client), when any of the following events occurs:

- 1.1.1 the Client Requests ToT to Introduce an Assistant for any position; or
- 1.1.2 the Client, or a third party acting on the Client's behalf, interviews an Assistant; or
- 1.1.3 the Client Engages an Assistant in any capacity; or
- 1.1.4 an Assistant begins work for the Client in any capacity; or
- 1.1.5 ToT provides any of the ToT Services to the Client.

### 2 Definitions

2.1 Words defined below in these terms shall have the meaning given opposite:

<b>Agreement</b>	the Agreement containing these Terms and Conditions;
<b>Assistant</b>	a person Introduced by ToT to the Client to be considered for an Engagement;
<b>Assistant Services</b>	means the services provided by the Assistant on the terms agreed between the Client and the Assistant and confirmed in the Booking;
<b>Booking</b>	a booking confirmed for Assistant Services between an Assistant and a Client (made through the Website or otherwise);
<b>Booking Summary</b>	means a summary of the Booking issued to the Assistant and the Client;
<b>Claims</b>	the meaning given in clause 9.5;
<b>Client</b>	any person, firm or company who approaches ToT with a view to Engaging or otherwise employing an Assistant, or any person, firm or company to whom an Assistant is Introduced by ToT;
<b>Client Contract</b>	an agreement for Assistant Services entered into between an Assistant and a Client;
<b>Direct Engagement</b>	an Engagement by a Client of an Assistant other than through the ToT Service during or within 8 months of Termination;
<b>Engage(s) (or Engagement or Engaged)</b>	the engagement, hire or other use, directly or indirectly and whether under a contract of service or contract for services or otherwise, and/or whether on a permanent, temporary or other basis, of an Assistant by or on behalf of the Client, and 'Re-engages' is to be interpreted accordingly;
<b>Engagement Fee</b>	the fee for making introductions for engagements calculated in accordance with clause 5.2;
<b>Losses</b>	the meaning given in clause 9.5;

<b>Other Party</b>	the meaning given in clause 10.1;
<b>Party (or Parties)</b>	ToT and the Client, and 'Party' will mean either one of them;
<b>Placement Fee</b>	the fee calculated in accordance with clause 5.3;
<b>Receiving Party</b>	the meaning given in clause 7;
<b>Regular Engagement</b>	An Engagement of an Assistant for Assistant Services continuing for a selected amount of time per week and/or living with you at your property;
<b>Short-Term Engagement</b>	An Engagement for TapTeam Hours from a particular Assistant;
<b>Supplying Party</b>	the meaning given in clause 7;
<b>TapTeam Hours</b>	means the time acquired by the Client for a Short-Term Engagement and indicated on the account of the Client on the Website;
<b>ToT Service</b>	search for Assistants for vacancies that the Client has notified to ToT and Introduction of them to the Client by ToT through the Website or otherwise;
<b>ToT, we, us or our</b>	TrustonTap Limited, a company registered in England and Wales under company registration number 08869387, and whose registered office is at Lovegroves Farm, Long Wittenham, Abingdon, Oxfordshire, OX14 4QQ;
<b>Termination</b>	the termination of this agreement in accordance with clause 10.1;
<b>Website</b>	<a href="http://www.trustontap.com">www.trustontap.com</a> .

### **3 Services**

- 3.1 ToT is classified as an 'introductory agency' (in accordance with guidance produced by the Care Quality Commission) providing an online service introducing self-employed carers to Clients. ToT does not employ carers or act as an employment agency, employment business or care agency.
- 3.2 ToT will provide the ToT Services to the Client in consideration for the Client paying the applicable Engagement Fee and/or Placement Fee to ToT, subject to the terms and conditions of this Agreement.
- 3.3 ToT will use reasonable endeavours to Introduce to the Client an Assistant suitable to carry out work of such nature as the Client notifies to ToT. ToT does not represent, warrant or undertake to find a suitable or any Assistant for each vacancy notified to it by the Client.
- 3.4 ToT will:
  - 3.4.1 ensure that any Assistant has given his consent for his or her details to be submitted for any vacancy for which they are submitted;
  - 3.4.2 once an Assistant has been Introduced, provide the Client full access to the Assistant's details that are held by ToT; and also authorise the Client to contact the Assistant directly, at any stage of the recruitment process, and without requiring the prior permission or knowledge of ToT;
  - 3.4.3 at the Client's request supply to the Client copies of:
    - (a) any relevant qualifications or authorisations; and

(b) any non-confidential references,  
in ToT's possession, except where ToT is not permitted to obtain, verify or disclose them.

- 3.5 If another agency submits details of the same Assistant to the Client, ToT which first submitted the details will be deemed to have Introduced the Assistant to the Client. No subsequent submission of the same Assistant's details will be deemed as a valid Introduction, and, if the Client Engages that Assistant in any capacity, no fees or charges of any kind will be payable to any agency other than the first to submit the Assistant's details.
- 3.6 By requesting ToT to Introduce Assistants for a vacancy, the Client authorises ToT to advertise such a vacancy or series of vacancies, but ToT is not authorised to use the Client's name without the Client's prior express written permission. The Client accepts no liability for any advertising, promotional or marketing costs incurred by ToT.

#### **4 Registration, Bookings and TapTeam Hours**

- 4.1 Use of the Services shall require the Client to register with ToT by providing personal information either through the Website or to ToT directly.
- 4.2 Each Client can make a Booking by purchasing through the Website or any other means either:
- 4.2.1 a Short-Term Engagement for the rate advertised or advised by the respective Assistant;  
or
- 4.2.2 a Regular Engagement for the rate advertised or advised by the respective Assistant.
- 4.3 Upon completing a Booking, the relevant Client and the relevant Assistant shall be issued with a Booking Summary by ToT.
- 4.4 Any TapTeam Hours purchased by a Client via a Short-Term booking shall expire 12 months following the date of the Booking if they remain unused at such time.
- 4.5 On behalf of an Assistant, ToT will provide a weekly invoice in respect of any Regular Engagement and/or TapTeam Hours used by the Client since the issue of a previous invoice.
- 4.6 Occasionally it may be necessary for ToT to cancel a Booking if, for example, an Assistant becomes unavailable. If a Client has specific notice requirements for an Assistant, this should be agreed between the Client and the Assistant.
- 4.7 In the event a Client requests to use TapTeam Hours on three (3) occasions with an Assistant and the Assistant is unable to provide such TapTeam Hours, the Client may request a refund of any unused TapTeam Hours from ToT.
- 4.8 Any Client Contract agreed between the Client and Assistant for Assistant Services is legally binding only between the Client and the Assistant and you acknowledge that ToT is not a party to a Client Contract.

#### **5 Fees and payment**

- 5.1 The Client will pay:
- 5.1.1 In the event of a Short-Term Engagement or Regular Engagement, an Engagement Fee calculated in accordance with clause 5.2 to ToT in respect of each Short-Term Engagement; and
- 5.1.2 In the event of a Direct Engagement, a Placement Fee calculated in accordance with clause 5.3 in respect of a Regular Engagement.
- 5.2 The Engagement Fee payable is calculated as an amount being equal to 18% (+ VAT) of the value of any Booking or such other fee as the Client and ToT may agree.
- 5.3 The Placement Fee is calculated as an amount equal to two months' pay for the services being provided pursuant to the Direct Engagement or such other fee as the Client and ToT may agree.

- 5.4 The payment of the Engagement Fees and/or Placement Fee will be made by the Client to ToT within 5 days of the date of ToT's invoice unless otherwise specified on the invoice.
- 5.5 The Engagement Fee charged for the Introduction of any Assistant for an Engagement is applicable for each Engagement.
- 5.6 The Engagement Fees are for the Introduction of Assistants only and do not include any salary due to any Assistant. In the event the Assistant is not self-employed, it is the Client's responsibility to account for any tax and national insurance contributions attributable to the Assistant.
- 5.7 All amounts stated on the website include all Engagement Fees and related taxes. We will issue a statement of Bookings to each client which will show our fees exclusive of VAT (and any other applicable taxes), which will if applicable be charged in addition at the rate in force at the time the Client is required to make payment.
- 5.8 If the Client does not make a payment by the date stated in an invoice or as otherwise provided for in these Terms and Conditions, then ToT will be entitled:
- 5.8.1 to charge interest on the outstanding amount at the rate of 5% a year above the base lending rate of the Bank of England, accruing daily;
- 5.8.2 to require the Client to pay, in advance, for any ToT Services (or any part of the ToT Services) which have not yet been performed; and
- 5.8.3 not to perform the ToT Services any further.
- 5.9 When making a payment the Client will quote relevant reference numbers and the invoice number.
- 5.10 In order to facilitate payments and process Bookings, each Client shall either set up a direct debit for their bank account or provide ToT or a nominated third party online payment processor with debit or credit card details and hereby authorises ToT or such third party online payment processor to process payments relating to Bookings.

## **6 Client's obligations and acknowledgments**

- 6.1 The Client acknowledges and agrees that:
- 6.1.1 by requesting ToT to carry out an act on its behalf, the Client authorises ToT to act on the Client's behalf for that purpose;
- 6.1.2 by requesting ToT to Introduce Assistants for a position, the Client authorises ToT to advertise that position, subject to the provisions of clause 3.6;
- 6.1.3 the terms, manner and delivery requirements of any Client Contract, Short-Term Engagement, Regular Engagement and/or TapTeam Hours are for the Client and the Assistant to determine and agree; and
- 6.1.4 any taxation (personal, corporate or otherwise) arising in relation to a Booking or series of Bookings is for the Client and the Assistant to resolve, address and/or pay to HMRC and is not a matter for ToT.
- 6.2 When requesting ToT to introduce Assistants, the Client will provide to ToT the following information:
- 6.2.1 the Client's full name and address;
- 6.2.2 the nature of the potential Engagement, including the type of work involved, its location, the hours of work, the timing and commencement of any Engagement and the likely duration;
- 6.2.3 any risks to health and safety known to the Client and the steps taken by the Client to prevent or control such risks;

- 6.2.4 the experience, training, qualifications and any authorisations which are required by the Client, including any qualifications or authorisations required by law or any applicable professional body;
  - 6.2.5 any expenses payable by or to the Assistant;
  - 6.2.6 any remuneration expectation and any other benefits;
  - 6.2.7 any specific terms of engagement for the Assistant; and
  - 6.2.8 details of any care to be provided for or attending to one or more vulnerable persons, including persons under the age of 18 and/or any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention.
- 6.3 The Client will satisfy itself as to the suitability of any Assistant for the vacancy for which the Assistant has been Introduced. Whilst ToT will conduct background checks on the Assistant, the Client acknowledges and agrees that it is also the Client's responsibility to:
- 6.3.1 check suitability, experience and any relevant qualifications necessary for the specific requirements of the Client;
  - 6.3.2 ensure, where appropriate, that the Assistant is capable of operating any equipment or machinery to the necessary level;
  - 6.3.3 obtain any certificate of sponsorship or permit needed to enable the Assistant to work in the United Kingdom; and
  - 6.3.4 ensure that the Assistant satisfies any medical requirements or other qualifications that may be appropriate or required by law.
- 6.4 The Client will notify ToT immediately on the occurrence of the first of the following events:
- 6.4.1 An Assistant provides a Short-Term Engagement or Regular Engagement to the Client;
  - 6.4.2 an Assistant accepts a Direct Engagement from the Client; or
  - 6.4.3 the commencement of an Engagement by an Assistant.
- 6.5 ToT does not provide any care plans, care rotas or have any control over the monitoring of care services to Clients.
- 6.6 By agreeing to Engage or make use of an Assistant in any way, the Client will be liable for the Engagement Fee (or, where appropriate, the Placement Fee).
- 6.7 If the Client effectively Introduces any Assistant to any third party and that Introduction results in an Engagement of the Assistant by that third party, the Client will:
- 6.7.1 immediately notify the Engagement to ToT; and
  - 6.7.2 pay to ToT the Placement Fee in accordance with clause 4, unless the Engagement occurs more than eight months after (1) the Introduction of the Assistant to the Client by ToT, or (2) Termination.
- 6.8 The Client undertakes not to employ or seek to employ any member of ToT's staff. If any member of ToT's staff nevertheless accepts an Engagement within three months of leaving ToT's employment, the Client will pay a Placement Fee to ToT as if that member of staff had been Introduced to the Client by ToT.
- 6.9 The Client:
- 6.9.1 confirms that it is not aware of anything which will cause a detriment to the interests of the Assistant or the Client if it Engages that Assistant to fill a vacancy; and
  - 6.9.2 will inform ToT immediately if it becomes aware of any circumstances which would render such Engagement detrimental to the interests of the Assistant or the Client.

- 6.10 If the Client is to lend money to the Assistant in order to meet travel or other expenses, the Client will notify ToT and:
- 6.10.1 will provide the terms of such loan to ToT; and
  - 6.10.2 warrants that the repayment terms of such loan will not require the Assistant to repay a greater sum than the sum lent.

## **7 Confidentiality**

- 7.1 All Introductions are confidential. All work undertaken by ToT for the Client in respect of the Introduction of an Assistant to the Client will be for the private and confidential use of the Client only and should not be reproduced in whole or in part or relied upon by third parties for any use whatsoever, without the express written authority of ToT.
- 7.2 Each Party (**'Receiving Party'**) will keep the confidential information of the other Party (**'Supplying Party'**) confidential and secret, whether disclosed to or received by the Receiving Party. The Receiving Party will only use the confidential information of the Supplying Party for the purpose and for performing the Receiving Party's obligations under this Agreement.
- 7.3 The obligations of Clause will not apply to any information which:
- 7.3.1 was known to or in the possession of the Receiving Party before it was provided to the Receiving Party by the Supplying Party;
  - 7.3.2 is, or becomes, publicly available through no fault of the Receiving Party;
  - 7.3.3 is provided to the Receiving Party without restriction on disclosure by a third party who did not breach any confidentiality obligations by making such a disclosure;
  - 7.3.4 is required to be disclosed by order of a court of competent jurisdiction.
- 7.4 The obligations in this clause 7 will survive termination of this Agreement for a period of 6 years.

## **8 Data protection**

The parties will comply with their respective obligations under the Data Protection Act 1998 and the General Data Protection Regulation (GDPR) (regulation (EU) 2016/679 or other applicable data protection legislation. In particular, ToT:

- 8.1 will identify itself in any advertisement for a vacancy;
- 8.2 will inform applicants if it will use the information requested for any purpose that is reasonably to be regarded as unusual;
- 8.3 will, if before an Introduction is made the Client so requests, provide the Client with anonymised details of Assistants, and before providing full details of the Assistants to the Client, will inform the Assistant of the Client's name and any uses that the Client might make of the information received that is reasonably to be regarded as unusual; and
- 8.4 will, if no request as set out in clause 8.3 is made, before providing the Client with full details of the Assistants, inform the Assistant of the Client's name and any uses that the Client might make of the information received that is reasonably to be regarded as unusual.

## **9 Warranties, liability and indemnities**

- 9.1 The Client accepts and agrees that:
- 9.1.1 ToT gives no warranty as to the suitability of any Assistant for any vacancy;
  - 9.1.2 it accepts and will abide by these Terms;
  - 9.1.3 the Client is 18 years old or over and have the right to form legally binding contracts under UK law;
  - 9.1.4 the information provided by the Client on the Website is correct and accurate, including any stated care requirements or specific needs;

- 9.1.5 it is the Client's responsibility to select and make an agreement with an appropriate Assistant;
  - 9.1.6 the selection of a suitable Assistant is at all times at the Client's discretion;
  - 9.1.7 the Client and any person who lives with the Client (or the respective person to receive the benefit of the Assistant Services) have not ever been the subject of a complaint, restraining order or any other legal action involved with being arrested for, charged with, or convicted of any criminal offence involving violence, abuse, neglect, theft, fraud, dishonesty or any other offence that endangers the safety of others, and are nor have ever been on sex offenders register or similar list; and
  - 9.1.8 ToT provides no advice, warranties or representations in relation to the employment and/or tax status of an Assistant.
- 9.2 ToT confirms that, in Introducing any Assistant to the Client, it is not aware of anything which will cause any detriment to the interests of that Assistant or the Client if the Client Engages the Assistant to fill a vacancy except as notified to the Client and that it makes reasonable efforts to check the identity and information provided by Assistants including, but not limited to, conducting checks of:
- 9.2.1 Passports or driving licences to confirm identity and right to live and work in the UK;
  - 9.2.2 stated qualifications and training certificates where available; and
  - 9.2.3 CRB/DBS checks.
- 9.3 Neither ToT nor any of its staff will be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with the Introduction to or the Engagement by the Client of an Assistant, unless such loss, damage, costs or expenses are the direct result of the negligent acts or omissions of ToT. In particular, but without limiting the generality of the foregoing, ToT will not be liable for any loss, injury, damage, expense or delay arising from or in any way connected with:
- 9.3.1 any failure of the Assistant to meet the Client's requirements for all or any of the purposes for which the Assistant is required by the Client;
  - 9.3.2 any act or omission of an Assistant, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise; or
  - 9.3.3 any loss, injury, damage, expense or delay suffered by an Assistant.

Except in the case of death or personal injury caused by ToT's negligence, the liability of ToT under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever will not exceed the Engagement Fee(s) paid or due to be paid by the Client to ToT under this Agreement. The provisions of this clause 0 will not apply to clause 9.5.

- 9.4 Neither Party will be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill. The provisions of this clause 9.4 will not apply to clause 9.5.
- 9.5 The Client will indemnify and hold harmless ToT from and against all claims and losses arising from loss, damage, liability, injury to ToT, its employees and third parties, by reason of or arising out of:
- 9.5.1 any loss, injury, expense or delay suffered or incurred by an Assistant, however caused, and/or
  - 9.5.2 any loss, injury, damage, expense or delay suffered or incurred by anyone arising directly or indirectly from or in any way connected with the acts and omissions of an Assistant, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise,

that arises directly or indirectly out of or in any way connected with arising out of or in any way connected with the Introduction, Engagement or use of an Assistant, the withdrawal by the Client of a vacancy, any information supplied by the Client to ToT or the Client's breach of these Terms and Conditions. 'Claims' will mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise), and 'Losses' will mean all losses including, without limitation, financial losses, damages, legal costs and other expenses of any nature whatsoever.

- 9.6 Each of the Parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law. Nothing in this Agreement excludes liability for fraud.

## **10 Termination**

- 10.1 Without prejudice to the other remedies or rights a Party may have, either Party may terminate this Agreement, at any time, on written notice to the other Party ('**Other Party**):
- 10.1.1 if the Other Party is in breach of its obligations under this Agreement and, if the breach is capable of remedy within 14 days, the breach is not remedied within 14 days of the Other Party receiving notice which specifies the breach and requiring the breach to be remedied; or
- 10.1.2 if the Other Party becomes insolvent or if an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purpose of solvent amalgamation or re-construction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Other Party's assets or business, or if the Other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt; or
- 10.1.3 if a party provides 7 days' notice of its intention to terminate this Agreement providing that if any Short-Term Engagement or Regular Engagement of an Assistant remains in place at the time notice is given, the Termination will be on the last day of any such Short-Term Engagement or Regular Engagement.
- 10.2 On termination of this Agreement, the Client will pay for all ToT Services provided up to the date of termination, and for all expenditure falling due for payment after the date of termination from commitments reasonably and necessarily incurred by ToT for the performance of the ToT Services prior to the date of termination.

## **11 Insurance cover**

- 11.1 ToT has a £5,000,000 public liability policy with Camberford Law PLC (the **Policy**) and the Policy covers each Assistant when they are at the property of a Client. The Policy includes accidental damage to any property.
- 11.2 The Policy does not cover liability towards any bodily injury to Assistants when they are in the property of a Client and any act of theft.
- 11.3 There is a £250 excess within the Policy for any claim a Client may make for accidental damage to property and the Client will be liable to reimburse ToT for the payment of any such excess.
- 11.4 For further details in relation to the Policy or any claims related to it, please contact info@ToT.com

## **12 Dispute Resolution and Mediation**

- 12.1 Each Client will attempt, in good faith, to resolve any dispute or claims arising out of or in relation to these Terms and Conditions and/or any Client Contract promptly through negotiations between us and/or the relevant Assistant.
- 12.2 In the event the dispute is between the Client and an Assistant, and the matter is not resolved

through negotiation the Client shall appoint ToT (or any third party nominated by Agency or its insurer) to act as a mediator (and not as an arbitrator) at no cost to the parties and the Client agrees to co-operate with ToT and assist ToT in good faith including providing ToT with such information and undertake such actions as may be reasonably requested by ToT.

### **13 Feedback**

- 13.1 ToT will ask the Client from time to time to leave feedback on the experience of an Engagement.
- 13.2 The Client acknowledges that the feedback may affect the way in which each Assistant is rated and the Client agrees to:
  - 13.2.1 provide feedback honestly; and
  - 13.2.2 not to threaten an Assistant with negative feedback.
- 13.3 The Client agrees to provide an exclusive licence for the duration of a relevant Assistant's use of the ToT Services to publish any reviews on the Website.
- 13.4 ToT reserves the right to remove any defamatory, abusive or offensive feedback on the Website at its sole discretion but are not obliged to do so.

### **14 General**

- 14.1 Neither Party will have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances will promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months, either Party may terminate this Agreement by written notice to the other Party.
- 14.2 No amendment or variation of this Agreement will be valid unless confirmed as agreed, in writing, by an authorised signatory of each Party.
- 14.3 Subject to the following sentence, neither Party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the other Party. A Party may, however, assign and transfer all its rights and obligations under this Agreement to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other Party to be bound by the obligations of the assignor under this Agreement.
- 14.4 This Agreement contains the whole agreement between the Parties. The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.
- 14.5 No failure or delay by ToT in exercising any right, power or privilege under this Agreement will impair the same or operate as a waiver of the same nor will any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.
- 14.6 This Agreement will not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party will have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 14.7 If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and will not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

- 14.8 No Party will issue or make any public announcement or disclose any information regarding this Agreement unless prior to such public announcement or disclosure it furnishes all the Parties with a copy of such announcement or information and obtains the approval of such persons to its terms. However, no Party will be prohibited from issuing or making any such public announcement or disclosing such information if it is necessary to do so to comply with any applicable law or the regulations of a recognised stock exchange.
- 14.9 The validity, construction and performance of this Agreement is be governed by English law and will be subject to the exclusive jurisdiction of the English courts to which the Parties submit.
- 14.10 For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision of this Agreement this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

## **15 Interpretation**

- 15.1 In this Agreement unless the context otherwise requires:
- 15.1.1 words importing any gender include every gender;
  - 15.1.2 words importing the singular number include the plural number and vice versa;
  - 15.1.3 words importing persons include firms, companies and corporations and vice versa;
  - 15.1.4 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement;
  - 15.1.5 reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;
  - 15.1.6 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
  - 15.1.7 the headings to the clauses paragraphs of and schedules to this Agreement are not to affect the interpretation;
  - 15.1.8 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
  - 15.1.9 where the word 'including' is used in this Agreement, it will be understood as meaning 'including without limitation'.

If there are any questions about the terms and conditions or the service provided by ToT please contact us at: [info@trustontap.com](mailto:info@trustontap.com)