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 Ref CC3-08022012 V1

**THIS LIMITED CONSULTANCY AGREEMENT made on «DocumentDate»
 AGREEMENT NUMBER: «IntReference»**

BETWEEN 1) «LTDCoMpanyName» (“the Consultancy”)

2) «brand» registered in England under Number «bcompanyregno» of 1450 Parkway, Solent Business Park, Whiteley, Fareham PO15 7AF (“the Employment Business”)

WHEREAS A) the Consultancy carries on the business of the provision of consultancy services and has agreed to provide the services (“the Consultancy Services”) specified in Clause 1.

B) The Employment Business has requested the Consultancy and the Consultancy has agreed with the Employment Business, to provide the Consultancy Services to the Client subject to the terms and conditions of this agreement (“the Agreement”).

INTERPRETATION AND DEFINITIONS

Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine, and vice versa. The headings contained in the Agreement are for convenience only and do not affect their interpretation.

“Client” means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 2006 requiring the services of the Consultancy (“the Assignment”) and identified in Clause 1.

“Off-Payroll Rules” means Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003.

IT IS AGREED as follows:-

1. THE ASSIGNMENT

CLIENT:	«CompanyName»
ADDRESS:	«siteaddline1» «siteaddline2» «siteaddline3» «sitetown» «sitecountyname» «sitecountryname» «sitepostcode»
COMMENCEMENT DATE:	«StartDate»
LOCATION	«Location»
TIME:	«StartTime»
ANTICIPATED DURATION:	«Duration»
ESTIMATED COMPLETION DATE:	«ExpectedEndDate»
NOTICE PERIOD:	«Noticeperiod»
THE TOTAL PRICE FOR THIS CONTRACT IS ESTIMATED TO BE (EXCLUDING VAT):	«EstimatedContractValue»
THE RATE WHICH WILL APPLY (EXCLUDING VAT) IS:	«PayRate» «Rate Type (per hour/per day)»
INVOICING FREQUENCY:	«CandidateInvoiceFrequency»

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NATURE OF CONSULTANCY SERVICES:	«VacancyTitle»
CONTACT AT CLIENT:	«ReportsToName»
FACILITIES/EQUIPMENT PROVIDED:	«equipment»

2 CONSULTANCY

- 2.1 The Consultancy's obligation to provide the Consultancy Services shall be performed by one or more employees of the Consultancy as the Consultancy may consider appropriate ("the Staff"), but shall be project led as set out in Clause 1. The Consultancy shall ensure that the Staff supplied to perform the Consultancy Services shall have the required skills, qualification and resources to provide the Consultancy Services to the required standard.
- 2.2 The Consultancy may, if the Consultancy determines that to do so would result in the most efficient performance of the Services, enlist additional Staff in the performance of the Consultancy Services or may, in accordance with clause 2.3, sub-contract all or part of the Consultancy Services, subject to such additional Staff or any such sub-contractor having the required skills, qualifications, resources and personnel to provide the Consultancy Services to the required standard.
- 2.3 The Consultancy shall be entitled to provide substitute Staff (including a substitute project manager) or sub-contract the performance of the Consultancy Services provided that the substitute staff, or sub-contractor, has the required skills, qualifications, resources and personnel to provide the Consultancy Services to the required standard.
- 2.4 Where the Consultancy provides a substitute or sub-contracts all or part of the Consultancy Services pursuant to clause 2.2 and 2.3 above, the Consultancy shall ensure that any agreement between the Consultancy and any such substitute or sub-contractor shall contain obligations which correspond to the obligations of the Consultancy under the terms of this Agreement and the Consultancy shall remain responsible for the acts or omissions of any such substitute or sub-contractor.
- 2.5 The Consultancy shall take all reasonable steps to avoid changes of Staff assigned to the performance of the Consultancy Services but if the Consultancy is unable for any reason to perform the Consultancy Services the Consultancy should inform the Employment Business as soon as reasonably practicable on the first day of unavailability and in such case shall provide a substitute subject to the provisions of clause 2.3.
- 2.6 Due to the specialised nature of the Assignment, there may be a lengthy learning process for any Staff prior to becoming familiar with the work. As a result where substitute or additional staff are provided or where the performance of all or part of the Consultancy Services is sub-contracted, the Consultancy shall provide wherever possible (it being accepted by the parties that it would not be possible in circumstances provided for pursuant to clause 2.5 above), an overlap period for such substitute or additional Staff or any such sub-contractor. The Consultancy shall not charge for the initial overlap period worked by the substitute or additional Staff or any such sub-contractor. The Client has the right to reject any substitute or additional Staff or any such sub-contractor should the Client be reasonably satisfied that the substitute staff, or sub-contractor does not have the required skills, qualifications, resources and personnel to provide the Consultancy Services to the required standard.
- 2.7 The details in Clause 1 shall specify the identity of the Client, the fee payable by the Employment Business and such disbursements as may be agreed and any other relevant information.
- 2.8 The Consultancy agrees that it shall not, and shall ensure that the Staff shall not, for the duration of the provision of the Consultancy Services by the Consultancy pursuant to this Agreement provide services to a direct competitor of the Client which are identical or substantially similar to the Consultancy Services without the written permission of the Client, such permission not to be unreasonably withheld.
- 2.9 Subject to clause 2.8 above, and save as otherwise stated in this Agreement, the Consultancy shall be entitled to seek, apply for, accept and perform contracts to supply its services to any third party during the term of this Agreement provided that this in no way compromises or is to the detriment of the performance of the Consultancy Services.
- 2.10 The Consultancy shall return in good working condition any equipment provided by the Client or at its direction, failing which the Consultancy shall be liable to pay the full replacement cost thereof. Neither the Consultancy, nor any of its Staff, shall be permitted to utilise any of the Client's equipment for personal use, unless otherwise agreed with the Client and the Employment Business.
- 2.11 The Consultancy is deemed to have accepted the terms of the Agreement by commencing work under the Agreement or upon receiving its first payment in accordance with the terms of the Agreement, regardless of whether or not this Agreement has been signed.

3 THE CONTRACT

- 3.1 This Agreement constitutes a contract for services between the Employment Business and the Consultancy and governs the performance of the Consultancy Services by the Consultancy for the Client. Nothing in this agreement shall render it (nor its Staff) an employee, worker, agent or partner of the Employment Business or the Client and the Consultancy shall not hold itself out as such and shall procure that Staff shall not hold themselves out as such.
- 3.2 The Consultancy shall not be required to provide any advice and assistance in addition to the Consultancy Services and any requests to provide such additional advice and assistance shall be subject to the prior approval of the Consultancy and agreement between the Consultancy and the Client as to the level of fees payable for such additional advice and assistance. In the event that such additional advice and assistance is agreed, the Consultancy must notify the Employment Business of

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the terms upon which such services will be provided including details of any new fee arrangements in order that the fee arrangement between the Consultancy and Employment Business as set out in Clause 1 may be adjusted accordingly.

3.3 No variation or alteration of these terms shall be valid unless approved by the Employment Business and the Consultancy in writing and a copy of the varied terms is given to the Consultancy stating the date on or after which such varied terms shall apply.

3.4 The Client can enforce such provisions of this Agreement as are expressed for the benefit of the Client pursuant to the Contracts (Rights of Third Parties) Act 1999. Subject to this clause 3.4 a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

4 UNDERTAKING OF THE CONSULTANCY

4.1 The Consultancy warrants to the Employment Business and the Client that:

4.1.1 by entering into and performing its obligations under this Agreement it will not thereby be in breach of any obligation which it owes to any third party;

4.1.2 the Staff will carry out the Consultancy Services with all due skill and care and to the standard required by the Client and as far as possible in accordance with the terms of this Agreement and any other timetables or other targets agreed;

4.1.3 that the Staff are suitably qualified, trained, skilled, able, experienced and authorised to perform the Consultancy Services and that it shall provide such evidence of such qualifications, training, skills, experience or authorisations as the Employment Business and/or the Client may require;

4.1.4 by agreeing to put forward the Staff for performance of the Consultancy Services, the Staff are willing and able to undertake the Consultancy Services;

4.1.5 it is aware of all or any legal and/or professional requirements that must be satisfied in performing the Consultancy Services;

4.1.6 that the Consultancy is not prevented by any other agreement or arrangement or any restriction (including without limitation a restriction in favour of any agency, client or employer) from performing the Consultancy Services;

4.1.7 that prior to accepting the Assignment, it will notify the Employment Business of any current, unspent and unfiltered convictions, as determined under the Rehabilitation of Offenders Act 1974, that any Staff who is to perform the Assignment may have. The Consultancy shall also disclose any conviction that may be incurred by it or any of its Staff whilst performing the Assignment, regardless of whether it was committed outside of the performance of the Consultancy Services. At the request of the Employment Business, the Consultancy shall also provide details of any spent convictions which are not filtered of the Staff who is to perform the Assignment. Failure to disclose this information shall give the Employment Business the right to terminate this Agreement with immediate effect and without notice or payment in lieu of notice;

4.1.8 it knows of no reason why it would be detrimental to the interests of the Client for the Consultancy to perform the Consultancy Services;

4.1.9 it will not and will ensure that the Staff will not, offer or give or agree to give to any person, company or firm any gift or consideration of any kind as an inducement or reward for doing or forbearing to do anything in relation to the obtaining of this Agreement or the execution of the Consultancy's obligations under this Agreement or for showing or forbearing to show favour or disfavour to any person, company or firm in relation to this Agreement;

4.1.10 any breach of Clause 4.1.9 or commission of any offence by the Consultancy or the Staff or sub-contractors under the Prevention of Corruption Acts 1889 to 1916 or the Bribery Act 2010 in relation to this Agreement shall entitle the Employment Business to terminate this Agreement and recover from the Consultancy the amount of any loss resulting from such cancellation and the amount or value of any gift or consideration;

4.1.11 it has obtained the consent of the Staff to the Employment Business and the Client holding, processing and disclosing personal data, including obtaining explicit consent from Staff to hold sensitive personal data, relating to the Consultancy and its Staff and within and outside of the European Union, to persons and organisations including, but not limited to, personnel engaged by the Client, or any group company to the Client, or to the Client's customers or to any other company to which this Agreement is assigned or novated or to each of their professional advisors for the purposes of selecting and assigning the Consultancy and its staff and for the proper performance of the Consultancy Services;

4.1.12 it will not do or omit to do anything which could constitute an offence under the Computer Misuse Act 1990;

4.1.13 it will not export any information or data outside the European Union, without the prior written consent of the Client;

4.1.14 it will notify the Staff that the Client may use surveillance equipment at its premises for security reasons;

4.1.15 if either before or during the course of supplying the Consultancy Services the Consultancy becomes aware of any reason why the individual supplied to perform the Consultancy Services may not be suitable, the Consultancy shall notify the Employment Business without delay;

4.1.16 it will comply with the provisions of the Immigration, Asylum and Nationality Act 2006 in all relevant respects and the Consultancy warrants that the relevant Staff, officer, employee or representative:

(a) has valid & appropriate authorisation to enter, remain & work in the United Kingdom for the duration of Consultancy Services;

(b) is not subject to any conditions relating to such authorisation which may preclude or have an adverse effect on the provision of the services;

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(c) shall following a request by the Employment Business promptly provide the Employment Business with such documentation as the Employment Business may require in order to establish the right of such Staff to enter, remain and work in the United Kingdom (or other relevant country) for the duration of the Consultancy Services.

The Consultancy further warrants and undertakes that it has completed pre-employment checks in relation to each Staff, officer, employee, or representative as required under the Immigration Act and any formal code of conduct and/or guidance issued by the UK Border Agency. The Consultancy will indemnify and hold harmless the Employment Business and/ or the Client against all losses, liabilities, damages, costs, expenses (including legal fees), fines & charges incurred by the Employment Business and/or the Client from a breach of this clause 4.1.16;

4.1.17 it is not a "managed service company" as defined in section 61B of the Income Tax (Earnings and Pensions) Act 2003 but that it is a personal service company which is compliant in all respects with all relevant legislation including but not limited to IR35 legislation;

4.1.18 it is a company incorporated in the United Kingdom; and

4.1.19 subject to clause 10.3, the Consultancy shall be responsible for any PAYE, Income Tax, National Insurance Contributions, Pension Contributions, apprenticeship levy and any other taxes and deductions payable in respect of its Staff (whether by way of dividend or employment income) in respect of the Consultancy Services and the Consultancy shall notify the Employment Business immediately if it becomes subject to an investigation by HMRC in respect of its own and/or the Staff's tax affairs which relate to this Agreement.

5 QUALIFICATIONS AND TRAINING

5.1 The Consultancy warrants to the Employment Business and the Client that it will provide full and accurate information regarding the skills, qualifications and any authorisations (whether required by Statute or any professional or governing body) of its Staff and any substitutes and sub-contractors used in accordance with the terms of this contract necessary to perform the Consultancy Services.

5.2 The Consultancy shall bear the cost of any training which its Staff may require in order to satisfactorily perform the Consultancy Services.

6 OBLIGATIONS OF THE CONSULTANCY

6.1 The Consultancy agrees on its own part and on behalf of its Staff as follows:-

6.1.1 not to engage in any conduct detrimental to the interests of the Employment Business or the Client which includes any conduct tending to bring the Employment Business or the Client into disrepute or which results in the loss of custom or business;

6.1.2 to comply with any statutory rules or regulations including but not limited to those relating to health and safety, together with such procedures of the Client as the Client notifies the Consultancy and/or its Staff that are essential that the Consultancy and its Staff comply with to properly perform the Consultancy Services (including for example where the Consultancy Services are to be performed at the premises of the Client, the health and safety policy, security arrangements and IT policies (including any e-mail and/or internet usage policies) and fire drill of the Client) during the performance of the Consultancy Services. Subject to the rules and regulations which the Client notifies the Consultancy and/or its Staff that it is essential that the Consultancy and its Staff comply with, the Consultancy and its Staff shall not be bound by the policies and procedures which an employee of the Client would be bound by;

6.1.3 to furnish the Client and/or the Employment Business with any progress reports as may be requested from time to time;

6.1.4 to remedy, without charge and with the minimum disruption to the Client, either any work which the Client notifies the Employment Business and/or the Consultancy its dissatisfaction with or any defects in the Consultancy Services provided to the Client arising from the Consultancy's acts, neglect or omissions;

6.1.5 to take all reasonable precautions including (without limitation) using latest commercially available detection software to avoid introducing any viruses into the Client's systems or otherwise corrupting the Client's data and to indemnify the Employment Business and/or the Client against all losses, liabilities, damages, costs, expenses (including legal fees) and charges incurred by the Employment Business and/or the Client either from a breach of this clause 6.1.5 or any deliberate or negligent act or omission of the Consultancy or its Staff which either introduces a virus into the Client's system or corrupts the Client's data;

6.1.6 not to copy any computer software licenses from the Client for business or personal use;

6.1.7 use only those passwords and access only those parts of the Client's system which the Client has authorised the Consultancy to use and/or access;

6.1.8 do nothing which could lead to anyone to bring a claim against the Employment Business, the Client, any of their staff, the Consultancy or its staff, or any other contractor during the Assignment;

6.1.9 inform the Employment Business in writing of any mistakes in information supplied by the Client concerning the purpose, design or conduct of the services to be performed pursuant to the Consultancy Services;

6.1.10 to notify the Employment Business forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition;

6.1.11 that where any part of the Consultancy Services requires travel overseas or offshore it shall notify the Employment Business in advance of such travel and supply any relevant information as reasonably requested by the Employment Business; and

«brand»

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Registered Office: «baddline1 », «baddline2», «baddline3», «btown», «bcountyname» «bpostcode»
Registered in England Company Registration No. «bcompanyregno» VAT Registration No. «bvatregno»

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6.1.12 it will provide promptly to the Employment Business any information requested by the Employment Business that may be required to satisfy statutory legislation and/or reporting requirements.

7 EQUIPMENT

7.1 The Consultancy shall provide at its own cost, subject to any agreement to the contrary specified in Clause 1, as to any facilities which may be made available by the Client, all such necessary equipment as is reasonable for the satisfactory performance by the Staff of the Consultancy Services. The Consultancy shall ensure that such equipment is in good working order, fit for purpose and complies with any relevant health and safety testing requirements.

8 METHOD OF PERFORMING SERVICES

8.1 The Consultancy shall have autonomy in relation to determining the method of performance of the Consultancy Services and shall accept responsibility for the proper performance of the Consultancy Services without requiring supervision or control by the Client.

8.2 The Consultancy may provide the Consultancy Services at such times and on such days as the Consultancy shall decide but shall ensure that the Consultancy provides the Consultancy Services on such days and at such times as are necessary for the proper performance of the Consultancy Services. Further the Consultancy shall ensure that it complies with its obligations under the Working Time Regulations 1998 as regards maximum weekly hours of the Staff.

8.3 Nothing in this Agreement shall render any member of the Consultancy an employee of either the Employment Business or the Client. The Consultancy shall ensure that none of its Staff holds himself out as an employee of either the Employment Business or the Client.

8.4 Where the proper performance of the Consultancy Services are dependant on the completion of tasks or services by third parties (including employees of the Client), the Consultancy shall have no liability to the Client for any delay, non or partial performance of the Consultancy Services arising from the delay or non or partial performance of such tasks by third parties.

9 INVOICING

9.1 The Employment Business operates a self-billing system that complies with the guidelines produced by HM Revenue & Customs for such schemes. The Consultancy agrees not to forward sales invoices to the Employment Business for services provided. Payment will be made to the Consultancy in accordance with clause 9.2 below. The Consultancy agrees for the Employment Business to generate a dual-purpose document when payment is made and forwarded to the Consultancy. This document acts as a payment advice and, if appropriate, a self-billing tax invoice, in accordance with the guidelines produced by HM Revenue & Customs. Signing of this contract is acceptance of the Self Billing scheme. The Consultancy agrees to notify the Employment Business in writing if it ceases to be registered, transfers its business as a going concern or becomes registered under another VAT number. This agreement will expire at the end of this contract. Should the Consultancy wish to opt-out of the Self Billing agreement, the Consultancy must do so in writing to the Employment Business.

9.2 Upon completion of the Consultancy Services or as may be agreed and specified in Clause 1, the Consultancy shall either deliver to the Employment Business its worksheet for the amount due from the Employment Business to the Consultancy giving a detailed breakdown showing the work performed, or record all works or days completed via such other time recording device as dictated by the Client and the Employment Business. The worksheet, or other time recording device, must be received by the Employment Business by no later than 5.30pm on Tuesday following the week to which it relates, or such other time as notified to the Consultancy by the Employment Business. If the Consultancy opts out of the self-billing agreement in 9.1 above, the Consultancy should submit an invoice to the Employment Business which should bear the Consultancy's name, the Consultancy's registration number, VAT number and should state any VAT due on the invoice. Where the Employment Business receives the authorised worksheets by 5.30pm on Tuesday, or such other time as notified to the Consultancy by the Employment Business, payment to the Consultancy will be paid direct to the Consultancy's bank account and will, under normal circumstances be cleared by the Consultancy's bank by Friday of the same week or as soon as reasonably practicable where other submission deadlines have been notified.

9.3 The Consultancy shall obtain the signature of an authorised representative of the Client as verification of execution of the Consultancy Services.

9.4 In the event that the Consultancy is unable to produce Client verification in accordance with sub-clause 9.3 above, the Employment Business will make reasonable enquiries with a view to verifying the amount being claimed by the Consultancy. The Consultancy shall provide such assistance with these enquiries as the Employment Business may require. The Consultancy shall not be entitled to any payment in respect of work not carried out or in respect of work which is not either authorised in accordance with sub-clause 9.3 above or which the Employment Business has not been able to verify in accordance with this Clause 9.4.

9.5 Notwithstanding any agreement to the contrary, any expenses incurred by the Consultancy during the performance of the Consultancy Services shall be at the Consultancy's own cost.

9.6 Where expenses are payable to the Consultancy, they must be agreed in advance by the Client, supported by valid documentation and invoiced to the Employment Business, separately, exclusive of VAT within 60 days of being incurred. For the avoidance of doubt, the Employment Business shall have no liability for expenses claimed 60 days after being incurred, and the Employment Business will not pay VAT on VAT.

9.7 The Consultancy agrees and acknowledges that the Employment Business shall be under no obligation to pay any invoices in respect of any worksheets submitted at any time following the expiry of a six (6) week period from the last date to which the worksheet relates.

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9.8 In the event of any overpayment by the Employment Business to the Consultancy, the Consultancy shall immediately upon demand repay all outstanding amounts due to the Employment Business.

10 FEES

10.1 Subject to the receipt of the Consultancy's worksheet, or other time recording device, verified by the Client of execution of the Consultancy Services in accordance with sub-clauses 9.3 and 9.4 above, the Consultancy will receive payment from the Employment Business for the Consultancy Services in accordance with the fee specified in Clause 1, plus VAT to be shown separately where appropriate. Bank holiday fees are discretionary. If the bank holiday fee is not specified in Clause 1 and an uplifted fee is applicable, where possible the Employment Business will advise the Consultancy prior to the bank holiday.

10.2 Subject to clause 9 above the Employment Business undertakes to make payment to the Consultancy regardless of whether the Employment Business has received payment from the Client for the sum being claimed and, other than deductions which the Employment Business is required to make including without limitation those in accordance with clause 10.3, shall pay all sums due to the Consultancy without deductions. For the avoidance of doubt, the provisions of this clause 10.2 to make payment to the Consultancy regardless of whether the Employment Business has received payment from the Client for the sum being claimed shall not apply where the Consultancy has validly opted-out from the Conduct of Employment Agencies and Employment Business Regulations 2003 by supplying the Employment Business with a completed Opt-Out Notification form.

10.3 Where the Employment Business is required to do so in accordance with the Off-Payroll Rules (which the Employment Business and the Consultancy do not expect to apply at the time of entering into the Agreement), the Consultancy acknowledges and agrees that the Company shall be entitled to deduct from payments to the Consultancy any PAYE and employee's and employer's National Insurance contributions and apprenticeship levy that it is required to pay to HMRC in accordance with the Off-Payroll Rules in respect of such payments to the Consultancy and/or the Consultancy Services. The Employment Business shall remit such sums deducted under this clause 10.3 to HMRC and shall provide the Consultancy with a statement setting out any such deductions.

10.4 Where the Consultancy has opted-out from the Conduct of Employment Agencies and Employment Business Regulations 2003, the Employment Business reserves the right to withhold payment in any or all of the following circumstances; where the Consultancy has failed to inform the Employment Business of any overseas or offshore travel pursuant to the Consultancy Services, where the Client has not verified the Consultancy's worksheet, where the Client is dissatisfied with the Consultancy Services provided, or where the Client becomes insolvent, dissolved or subject to a winding up petition. For the avoidance of doubt, the Employment Business reserves the rights to make deductions that the Employment Business is required by law to make or deductions relating to any sums due from the Consultancy, its officers, employees or representatives to the Employment Business including, without limitation any over-payments, the cost of repairing damage to the Client's property, or loss incurred as a result of the Consultancy's negligence or the negligence of the Consultancy's officers, employees or representatives.

10.5 If the Consultancy shall be unable for any reason to provide the Consultancy Services to the Employment Business no fee shall be payable by the Employment Business during any period that the Consultancy Services are not provided.

10.6 Notwithstanding the provisions of clause 8.2, and subject to reasonable notice, the Consultancy shall agree with the Client any temporary suspension of the Consultancy Services which is required.

11 OBLIGATIONS OF THE EMPLOYMENT BUSINESS

11.1 Throughout the term of this Agreement the Employment Business shall pay the Consultancy the agreed fee in accordance with clause 10.1 above.

11.2 The Employment Business shall furnish the Consultancy with sufficient information about the Consultancy Services in order for the Consultancy to arrange for the Consultancy Services to be carried out.

11.3 The Employment Business will advise the Consultancy of any health & safety information or advice which it receives from the Client which may affect the Consultancy's Staff during the performance of the Consultancy Services.

12 TERM OF THE AGREEMENT

12.1 This Agreement shall commence in accordance with the date indicated in Clause 1 and shall either (as specified in Clause 1) continue until completion of the Consultancy Services to the reasonable satisfaction of the Client or the termination date as specified in the Clause 1, at which time this Agreement shall expire automatically unless previously terminated by the Employment Business.

12.2 Notwithstanding sub-clause 12.1 of this Agreement, the Employment Business may at any time without notice and without liability instruct the Consultancy to cease work on the Consultancy Services in any event or where:

12.2.1 the Consultancy has committed any serious or persistent breach of any of its obligations under this Agreement;

12.2.2 the Client reasonably believes that the Consultancy has not observed any condition of confidentiality applicable to the Consultancy from time to time;

12.2.3 the Employment Business reasonably believes that the Consultancy is unsuitable to carry out the Consultancy Services;

12.2.4 the Consultancy proves, in the reasonable opinion of the Client, unsatisfactory to the Client including by reason of the Consultancy and/or its Staff acting in breach of any statutory obligations or acting in breach of such procedures of the Client while performing the Consultancy Services;

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- 12.2.5 performance of the Consultancy Services is prevented by the incapacity of the Staff and such incapacity continues for a period of more than 2 weeks and the Consultancy is unable to provide a replacement member of Staff pursuant to the provisions of clause 2 above acceptable to the Client for the duration of such incapacity;
- 12.2.6 the Consultancy becomes insolvent, dissolved or subject to a winding up petition;
- 12.2.7 any member of the Staff is guilty of any fraud, dishonesty, inappropriate behaviour, incompetence or negligence;
- 12.2.8 the Consultancy (or the Staff) are convicted of any indictable criminal offence (other than a road traffic offence for which a penalty of imprisonment is not imposed); or
- 12.2.9 The Consultancy does not perform the Consultancy Services to the reasonable satisfaction of the Client; AND the provisions of this clause 12.2 shall equally apply to any party performing the Consultancy's obligations as provided for in clause 2.
- 12.3 The Consultancy acknowledges that the continuation of the Consultancy Services is subject to and conditional upon the continuation of the contract entered into between the Employment Business and the Client. In the event that the contract between the Employment Business and the Client with regard to the Consultancy Services, or generally, is terminated or suspended for any reason the Consultancy Services shall cease or be suspended with immediate effect, without notice or pay in lieu of notice. The Employment Business shall not be liable to the Consultancy in the event of termination or suspension of the Consultancy Services.
- 12.4 Either during or upon completion or termination of the Consultancy Services neither the Employment Business nor the Client shall be under any obligation to offer the Consultancy further work, nor shall the Consultancy be under any obligation to accept any offer of work made by the Employment Business or the Client.
- 12.5 In the event that the Consultancy breaches any term of this Agreement, the Employment Business shall be entitled to terminate this Agreement with immediate effect and without notice or pay in lieu of notice.
- 12.6 The Employment Business' right to terminate under this clause 12 shall include the right to terminate during any period of notice being served.

13 INTELLECTUAL PROPERTY

- 13.1 The Consultancy acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from the Consultancy Services shall belong to the Client, including any documents or other works prepared by the Consultancy, its Staff or any third party to whom the Agreement is subcontracted ("Client IPR"). Accordingly the Consultancy shall (and shall procure that any relevant member of its Staff and any sub-contractor shall);
- 13.1.1 disclose and deliver to the Client (or its nominee) any Client IPR promptly upon making, devising, or discovering it, and provide the Client with such information, explanations and instructions as may be necessary for the Client to utilise, develop or complete such Client IPR or for the Client to apply for and obtain protection for such Client IPR in any and all countries and to vest title over such Client IPR in the Client absolutely;
- 13.1.2 during and at all times after termination or expiry of the Consultancy Services not do anything (whether by act or omission) to affect or imperil the validity of such protection in the Client IPR;
- 13.1.3 render all reasonable assistance to obtain and maintain such protection or application or any extension of it as the Client may reasonably require (including without limitation to the foregoing, enter into any and all reasonable assignments of Client IPR as the Client may from time to time require);
- 13.1.4 assign to the Client all present and future rights in or relating to the Client IPR (including without limitation the right to sue for past infringements and when such Client IPR comes into existence); and
- 13.1.5 waive in favour of the Client all moral rights in relation to Client IPR to the extent permitted by law.
- 13.2 The Consultancy shall execute all such documents and do all such acts at its own cost as the Employment Business and/or the Client shall from time to time require in order to give effect to their rights pursuant to this clause 13.
- 13.3 The Consultancy warrants, represents and undertakes to the Client that it has all licences and consents necessary to provide the Consultancy Services and that the supply of such services shall not infringe the IPR of any other person. The Consultancy shall indemnify the Employment Business and/or the Client against all losses, liabilities, damages, costs, expenses (including legal fees) and charges incurred by the Employment Business and/or the Client arising from a breach of this warranty.

14 CONFIDENTIALITY

- 14.1 In order to protect the confidentiality and trade secrets of any Client and without prejudice to every other duty to keep secret all information given to it or gained in confidence, the Consultancy agrees on its own part and on behalf of its Staff (and any substitute and sub-contractors used in accordance with the terms of this contract) as follows:-
- 14.1.1 not at any time whether during or after the performance of the Consultancy Services (unless expressly so authorised by the Client or the Employment Business as a necessary part of the performance of its duties or except as may be required by court order, government action or regulatory requirement) to disclose to any person or to make use of any of the trade secrets or confidential information of the Client;
- 14.1.2 to deliver up to the Client or the Employment Business (as directed) at the end of the Consultancy Services all documents and other materials belonging to the Client (and all copies) which are in its possession including documents and other materials created by it or the Staff during the course of the Consultancy Services;
- 14.1.3 not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of its duties under the Consultancy Services in which event any such item shall belong to the Client or the Employment Business as appropriate; and
- 14.1.4 to enter into such separate undertaking or agreement relating to confidentiality as may be required by the Client.

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14.2 The Consultancy shall procure and ensure that the provisions of this clause 14 shall also apply to any sub-contractor performing the Consultancy's obligations provided for in clause 2.

15 RESTRICTION

Clause 15 is divided into two distinct parts. For the Consultancy who wishes to opt out from the Conduct of Employment Agencies and Employment Business Regulations 2003, only Clause 15 B applies. The Limited Company "Opt-Out Notification" form must be signed and returned to the Employment Business. If the Consultancy wishes to remain in the Conduct of Employment Agencies and Employment Business Regulations 2003, only Clause 15 A applies.

15 A

15.A.1 The Consultancy accepts and acknowledges that if during the Relevant Period the Consultancy (or any individual supplied by the Consultancy) is engaged directly by the Client or any third party to whom the Consultancy (or the individual supplied by the Consultancy) was introduced by the Client, or is supplied to the Client or such third party, other than through the Employment Business, then the Client shall be required to pay the Employment Business the Transfer Fee. In the case of an engagement by the Client (whether directly or through another agency) the Client can, instead of paying the Transfer fee, agree to an extended period of hire of the Extended Period, after which time the Consultancy shall be able to be engaged directly by the Client, or through another agency, without payment of the Transfer fee.

15.A.2 For the purposes of Clause 15 A.1 above;

15.A.2.1 The Extended Period shall be 26 weeks or such other period as is specified in Clause 1;

15.A.2.2 The Relevant Period shall be if there was an introduction by the Employment Business but no assignment, within 6 months of the introduction of the Consultancy or if there was an assignment, the Relevant Period shall be the later of;

15.A.2.2.1 8 weeks commencing on the day that the Consultancy (or as the case may be, the individual supplied by the Consultancy) last worked for the Client pursuant to the Agreement; and

15.A.2.2.2 14 weeks commencing on the first day that the Consultancy (or as the case may be, the individual supplied by the Consultancy) first provided services to the Client pursuant to this Agreement (provided that if there is a period of more than 42 days between assignments, this period shall commence on the first day of an assignment following such period between assignments).

15.A.2.3 Where the Client elects to extend the period of hire in accordance with clause 15.A.1 above, the Client will be required to give the Employment Business 7 day's prior notice in writing of its intention to do so. Where the Client fails to give such notice and directly engages the Consultancy, the Transfer Fee will automatically become payable.

15.A.2.4 The Transfer Fee shall be equivalent to the introduction fee payable in the case of a permanent introduction in accordance with the terms and conditions applicable for the appropriate client.

15 B

15.B.1 The Consultancy shall not, and shall procure that the Staff and any sub-contractor shall not, for a period of 12 months following the termination of the Consultancy Services supply its services directly, or through any other firm, person or company, to any Client for whom it has carried out Consultancy Services at any time during the previous 12 months or to any third party that it may have come into contact with by reason of performing the Consultancy Services for the Client during the previous 12 months, or to any third party it may have had material contact with as a result of performing the Consultancy services for the client.

16 COMPUTER EQUIPMENT WARRANTY

16.1 The Consultancy warrants to the Employment Business and the Client that any computer equipment and associated software which it provides to its Staff for the purpose of providing the Consultancy Services contains anti-virus protection with the latest released upgrade from time to time and the Consultancy shall procure that the provisions of this clause shall also apply to any computer equipment and associated software provided by any sub-contractor of this Agreement.

17 RELATIONSHIP BETWEEN EMPLOYMENT BUSINESS AND CONSULTANCY

17.1 The Consultancy acknowledges to the Employment Business that subject to clause 10.3 the responsibility of complying with all statutory and legal requirements relating to the Staff of the Consultancy (including but not limited to the payment of taxation, maternity payments and statutory sick pay) shall fall upon and be discharged wholly and exclusively by the Consultancy. In the event that any person should seek to establish any liability or obligation upon the Employment Business and/or the Client on the grounds that the Staff are an employee of the Employment Business and/or the Client, the Consultancy shall upon demand indemnify the Employment Business and/or the Client and keep them indemnified in respect of any such liability or obligation and any related costs expenses or other losses which the Employment Business and/or the Client shall incur save for where such liability or obligation and/or any related costs and expenses or other losses arise out of any act or omission of the Employment Business and/or the Client.

17.2 The Consultancy shall be responsible for all obligations arising under or in connection with, the National Minimum Wage Act 1998 in connection with the Staff.

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17.3 The Consultancy acknowledges that no member of the Consultancy Staff is an 'agency worker' as defined under the Agency Worker Regulations 2010 ("AWR") and that the AWR does not apply in relation to this Agreement or any Consultancy Services under this Agreement. The Consultancy shall indemnify and keep indemnified the Employment Business (or, as the case may be, the Client) against any losses the Employment Business (or the Client) may suffer or incur as a result of any claim made by or on behalf of any member of the Consultancy Staff under the AWR.

18 NOTICES

18.1 All notices which are required to be given by the Consultancy hereunder shall be in writing and shall be sent to the registered office from time to time of the party upon whom the notice is to be served. Any such notice may be delivered personally or by first class prepaid post or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours and if by facsimile transmission when despatched.

19 LIABILITY

19.1 The Consultancy shall be liable for any loss, damage or injury to any party including but not limited to, breach of care infringement of copyright, libel, slander, defamation, breach of confidentiality, breach of contract which is caused by anything which the Staff does in the performance of the contract and any loss, damage or liability incurred by the Employment Business whether under its agreement with the Client or otherwise resulting from the acts or omissions of the Consultancy or its Staff (including substitute or replacement Staff) or from the acts or omission of any sub-contractor to whom the Consultancy sub-contracts the performance of the Consultancy Services whether or not such act or omission constitutes a breach of this Agreement. The Consultancy shall indemnify and keep indemnified any such party including, without limitation to the foregoing, the Client against any such loss or damage.

19.2 To the extent permitted by law, the total liability of either party under the Agreement shall not exceed £1,000,000 (one million pounds) in the aggregate and shall be limited to direct loss only. In no event shall either party be liable in respect of loss of profits, loss of business, loss of revenue, loss of or damage to goodwill or loss of actual or anticipated savings (whether constituting direct or indirect loss or damage and whether caused by negligence or otherwise); indirect or consequential loss or damage (whether caused by negligence or otherwise) in any way arising under or in connection with the Agreement or otherwise. Furthermore, the Employment Business accepts no liability to the Consultancy for any losses, expenses or liabilities incurred by the Consultancy whether by reason of tax or other statutory or contractual liability to any third party arising from the Consultancy Services provided. For the avoidance of doubt, nothing in the Contract shall limit either party's liability in respect of death or personal injury caused by negligence or in respect of either party's fraudulent misrepresentation or any other liability that cannot be excluded or limited by any applicable laws.

19.3 At all times during the Assignment the Consultancy shall ensure the provision of adequate insurance to cover the risk of a claim against the Consultancy, its Staff, sub-contractors, officers, employees and representatives pursuant to the terms of this Agreement and includes as a minimum:

19.3.1 public liability insurance for a sum of not less than £2,000,000 (two million pounds sterling); and

19.3.2 professional indemnity insurance for a sum of not less than £1,000,000 (one million pounds sterling); and

19.3.3 employer's liability at the statutory level pursuant to the Consultancy's rights to provide Staff and rights under clause 2.3; and

19.3.4 any other policies as notified by the Employment Business from time to time as requested by the Client.

The Consultancy shall make a copy of each policy available to the Employment Business prior to the commencement of the Assignment and upon request. The Consultancy shall maintain the professional indemnity insurance policy in force for at least 6 (six) years following completion of the Assignment.

19.4 The Consultancy shall ensure that the insurance detailed in clause 19.3 above will cover any industry specific risk(s) relevant to the Consultancy Services. For the avoidance of doubt, where the Consultancy Services are performed overseas or offshore, the Consultancy is responsible for ensuring that it has all relevant and adequate insurances for the country in which the Consultancy Services are being performed and this must include as a minimum adequate travel insurance including repatriation cover. The Consultancy shall obtain additional Medivac cover where necessary.

19.5 The Consultancy shall be liable for any defects arising as a result of the provision of the Consultancy Services and the Consultancy shall rectify at its own cost such notified defects as may be capable of remedy.

20 GOVERNING LAW AND JURISDICTION

20.1 This Agreement shall be construed in accordance with the laws of England & Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the Courts of England & Wales.

21 ILLEGALITY

21.1 If any provision or term of this Agreement shall become or be declared illegal, invalid or unenforceable for any reason whatsoever including, but without limitation, by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of any Court or other body or authority having jurisdiction over the parties of this Agreement such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement and the remainder of the provisions shall continue in full force and effect provided always that if any such deletion substantially affects or alters the commercial basis of this Agreement the parties shall negotiate in good faith to amend or modify the provisions and terms of this Agreement as necessary or desirable in the circumstances.

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22 DISCLAIMER

22.1 The Employment Business makes no representation nor does it accept any responsibility for ensuring that the terms of this contract are an accurate reflection of the relationship between the Client and the Consultancy. Furthermore the Employment Business accepts no liability to indemnify the Consultancy for any losses, expenses or liabilities incurred by the Consultancy whether by reason of tax or other statutory or contractual liability to any third party arising from the Consultancy Services.

23 ENTIRE AGREEMENT

23.1 This Agreement along with the covering letter, constitutes the entire understanding between the parties concerning the subject matter hereof.

24 FORCE MAJEURE

24.1 Neither the Consultancy nor the Employment Business shall be liable for any breaches of its obligations under this Agreement resulting from causes beyond its reasonable control including but not limited to Acts of God, enemy, fire, flood, explosion or other catastrophe.

24.2 The Consultancy accepts that the Client shall not be liable for any breaches of its obligations to the Consultancy under its agreement with the Employment Business resulting from causes beyond its reasonable control including but not limited to Acts of God, enemy, fire, flood, explosion or other catastrophe.

25 ASSIGNMENT

25.1 The Consultancy shall not assign, transfer, charge or otherwise deal with its rights or obligations under this Agreement, or attempt to do any such things, without the prior written consent of the Employment Business (such consent not to be unreasonably withheld or delayed).

26 EXECUTION

26.1 By executing this Contract the Consultancy unequivocally agrees to the terms without exception, alteration or modification.

SIGNED by		SIGNED by	«Image:mesigniture»
Print Name:	«Forename» «Surname»	Print Name:	«meName»
Dated:		Dated:	«DocumentDate»
For and on Behalf of «LTDCOMPANYNAME»		For and on Behalf of the Employment Business	