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Ref LC3-05032020

**TERMS OF ENGAGEMENT OF LIMITED COMPANY SUPPLIER FOR SUPPLY OF CONTRACTOR(S) TO CLIENT
BETWEEN**

- 1) «BRAND» (Company No. «bcompanyregno») whose registered office is at 1450 Parkway, Solent Business Park, Whiteley, Fareham, Hampshire, PO15 7AF (“the Employment Business”); and
- 2) «LTDCCompanyName» (Company No. «LTDCCompanyNumber») whose registered office address is at «NAddLine1» «NAddLine2» «NAddLine3» «NTown» «NCountyName» «NPostcode» (“the Supplier”).

WHEREAS

- (A) The Supplier carries on the business of the provision of contractor services and has agreed to provide the services (“the Services”) specified in Clause 1.
- (B) The Employment Business has requested the Supplier and the Supplier has agreed with the Employment Business, to supply the 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. Words and expressions defined in the Companies Act 2006, unless the context otherwise requires, have the same meanings when used in this Agreement. Unless otherwise specified, a reference to a statutory provision is a reference to that provision as amended, consolidated, extended or re-enacted from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under it. For the purpose of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (SI 2003/3319) (“the Regulations”) the Employment Business acts as an employment business.

“Assignment” means the Services to be performed by the Contractor for the Client for a period of time during which the Supplier is supplied by the Employment Business to provide the Services to the Client;

“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 Supplier and identified in Clause 1;

“Contractor” means such of the Supplier’s employees, workers, officers, or representatives provided to perform the Services and includes any employee, worker, officer or representative of any third party to whom the provision of the Services is assigned or sub-contracted to pursuant to this Agreement;

“Data Protection Laws” means the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/079) and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;

“Engage” means the engagement of the Supplier or the Contractor either directly by the Client or indirectly through any third party including but not limited to any other employment business as a result of any Introduction or Assignment to the Client and the terms Engaged and Engagement shall be construed accordingly;

“Inside IR35” means an Assignment which meets the provisions of Section 61M ITEPA;

“Introduce” means the provision of information to the Client by the Employment Business in any format which identifies the Supplier or the Contractor and Introduced and Introduction shall be construed accordingly;

“IR35 Legislation” means Chapters 8 and 10 of Part 2 of ITEPA and the Social Security Contributions (Intermediaries) Regulations 2000;

“IR35 Status Determination Statement” means the Client’s decision on the application of the IR35 Legislation to the Assignment in accordance with Section 61T ITEPA, to be provided in writing to the Employment Business;

“ITEPA” means the Income Tax (Earnings and Pensions) Act 2003;

“Outside IR35” means an Assignment which does not meet the provisions of Section 61M ITEPA;

“Relevant Period” has the meaning set out in regulations 10(5) and 10(6) of the Regulations or in the event of an Introduction that does not lead to an Assignment, 6 months from the date of the Introduction.

IT IS AGREED as follows:-

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1. THE ASSIGNMENT

CONTRACTOR:	«Forename» «Surname»
CLIENT:	«CompanyName»
ADDRESS:	«siteaddline1» «siteaddline2» «siteaddline3» «sitetown» «sitecountyname» «sitecountryname» «sitepostcode»
REPORTS TO:	«REPORTSTONAME»
VACANCY TITLE:	«VacancyTitle»
COMMENCEMENT DATE:	«StartDate»
TIME:	«StartTime»
EXPECTED HOURS PER WEEK	«HOURSOFWORK»
ANTICIPATED DURATION:	«Duration»
EXPECTED COMPLETION DATE:	«ExpectedEndDate»
NOTICE PERIOD:	«noticeperiodnodefault»
THE RATE WHICH WILL APPLY (EXCLUDING VAT):	«PayRate» «Rate Type (Hourly/Daily)»
INVOICING FREQUENCY:	«CandidateInvoiceFrequency»
AWR ANNUAL LEAVE ENTITLEMENT (IF KNOWN):	«awrannualleave»
AWR COMPARATOR PAY (IF KNOWN):	«awrpaycomparator»

2 THE AGREEMENT

- 2.1 This Agreement constitutes a contract for services between the Employment Business and the Supplier and governs the Assignment undertaken by the Supplier with the Client. The Employment Business shall provide the Supplier with the services of an Employment Business (as defined in the Regulations). The Supplier shall provide the Contractor to perform the Assignment. No contract shall exist between the Employment Business and the Supplier between Assignments. Further and for the avoidance of any doubt, this Agreement shall not give rise to a contract of employment or a contract of service between (i) the Employment Business and/or Client and (ii) the Contractor.
- 2.2 Subject to clause 5.3, no variation or alteration to this Agreement shall be valid unless approved by a director of the Employment Business in writing and agreed with the Supplier and a copy of the varied terms is given to the Supplier stating the date on or after which such varied terms shall apply.
- 2.3 By commencing work under an Assignment the Supplier and Contractor confirm their agreement to provide services in accordance with this Agreement and regardless of whether or not this Agreement has been signed.
- 2.4 The Client can enforce such provisions of the Agreement as are expressed for the benefit of the Client pursuant to the Contracts (Rights of Third Parties) Act 1999. Subject to this clause 2.4 a person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act. Notwithstanding that the Client has the benefit of certain provisions of this Agreement, the Client's consent shall not be needed in respect of any variation of the terms of the Agreement.
- 2.5 This Agreement supersedes any and all other previous agreements and arrangements (if any) whether written, oral or implied between the parties relating to the Services to be provided by the Supplier pursuant to an Assignment

3 ASSIGNMENTS

- 3.1 The Employment Business shall endeavour to obtain suitable Assignments for the Supplier. The failure by the Employment Business to offer suitable Assignments for the Supplier shall not give rise to any liability on the part of the Employment Business. The Supplier recognises that there may be periods between Assignments when no work is available for the Contractor. Where the Employment Business does secure a suitable Assignment, the Supplier shall not be obliged to accept

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Ref LC3-05032020

an Assignment offered by the Employment Business. Where the Supplier accepts an Assignment, it confirms that the Contractor is willing to work in the position that the Client seeks to fill.

- 3.2 The Supplier warrants that it will provide full and accurate information and documentation regarding the experience, training and qualifications of the Contractor and any authorisations (whether required by statute or any professional or governing body) necessary for any assignments that the Employment Business puts the Contractor forward for consideration by clients.
- 3.3 Upon or before an Assignment being offered to the Supplier the Employment Business shall provide the Supplier with the details relating to the Assignment including among other things, the duration of the Assignment, the identity of the Client, the rate payable by the Employment Business and such expenses as may be agreed and any other relevant information as detailed in Clause 1.
- 3.4 The Supplier acknowledges that its services are supplied to the Employment Business, and the Client, as an independent contractor and that accordingly (but subject to clause 5.3) the responsibility of complying with all statutory and legal requirements relating to the Contractor (including, without limitation AWR, national minimum wage and national living wage, the payment of taxation, national insurance, apprenticeship levy, parental payments, statutory sick pay, holiday pay and pension contributions) shall fall upon and be discharged wholly by the Supplier. The Supplier shall ensure that no Contractor shall hold himself out as an employee of the Employment Business or the Client. In the event that any Contractor should seek to establish any liability or obligation upon the Employment Business and/or the Client on the grounds that any Contractor is an employee of the Employment Business and/or the Client, the Supplier 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.
- 3.5 The Supplier warrants that it shall immediately notify the Employment Business if to accept any Assignment offered to it would, or could, constitute a breach of any other agreement or arrangement or restriction on the part of the Supplier or Contractor (including without limitation a restriction in favour of any agency, Client or employer or any of them).
- 3.6 The Supplier warrants that the Contractor is suitably qualified, trained, skilled, able, experienced and authorised to perform the Assignment 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.
- 3.7 The Supplier shall, prior to accepting the Assignment, notify the Employment Business of any current, unspent and unfiltered convictions, as determined under the Rehabilitation of Offenders Act 1974, that its Contractor who is to perform the Assignment may have. The Supplier shall also disclose any conviction that may be incurred by it, or the Contractor, whilst performing the Assignment, regardless of whether it was committed outside of the performance of the Services. At the request of the Employment Business, the Supplier shall also provide details of any spent convictions which are unfiltered of the Contractor 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.
- 3.8 Except as otherwise agreed with the Client, the Supplier shall provide, at its own cost, all such necessary equipment as is reasonable for the satisfactory performance of the Assignment by the Contractor. The Supplier shall ensure that such equipment is in good working order, fit for purpose and complies with any relevant health and safety testing requirements. Where the Client or its nominee provides equipment, the Supplier shall return such equipment in good working condition, failing which the Supplier shall be liable to pay the full replacement cost thereof. Neither the Supplier, nor the Contractor, shall be permitted to utilise any of the Client's equipment for personal use, unless otherwise agreed with the Client and the Employment Business.

4 TIMESHEETS

- 4.1 At the end of each week of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than one week or is completed before the end of a week) the Supplier shall either deliver to the Employment Business the Employment Business's timesheet duly completed to indicate the number of hours or days worked by the Contractor during the preceding week and signed by an authorised representative of the Client, or record all hours completed by such other time recording device as may be dictated by the Client and the Employment Business. Such timesheets 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 they relate, or such other period as may be notified to the Supplier by the Employment Business.
- 4.2 The Employment Business shall not be obliged to pay any fees to the Supplier unless a timesheet, or other time recording device, authorised by the Client has been submitted by the Supplier in accordance with clause 4.1.
- 4.3 The Supplier is responsible for ensuring that the timesheets or other time recording device is completed accurately and that they properly reflect the hours or days worked by the Contractor. Any inaccuracy in the timesheets, or other time recording device, may result in a delay in payment or, where payment has already been made, the recovery by the Employment Business of any overpayment.
- 4.4 Where the Supplier fails to submit a properly authenticated timesheet, or other time recording device, the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Supplier and the reasons that the Client has refused to sign a timesheet, or other time recording device, in respect of those hours. This may delay any payment due to the Supplier. The Employment Business shall make no payment to the Supplier for hours not worked.
- 4.5 For the purposes of the Working Time Regulations 1998 (where applicable), the Contractor's working time shall only consist of those periods during which they are carrying out their activities or duties for the Client as part of the Assignment. Time

«meDivisionName»

t: «meDeptTel»

f: «meFax»

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w: «meWebAddress»

Ref LC3-05032020

spent travelling to the Client's premises, lunch breaks and other rest breaks shall not count as part of the Contractor's working time for these purposes. This Clause 4.5 is subject to any variation set out in Clause 1.

- 4.6 The Supplier and Contractor acknowledge and accept that it could be a criminal offence under the Fraud Act 2006 to dishonestly make a false representation concerning the hours worked.

5 FEES

- 5.1 The Supplier shall receive payment from the Employment Business for the Assignment at the rate specified in Clause 1 for each hour or day worked (as applicable) by the Contractor, and verified by the Client as specified in clause 4, plus VAT where appropriate. Bank holiday rates are discretionary. If the bank holiday rate is not specified in Clause 1 and an uplifted rate is applicable, where possible the Employment Business will advise the Supplier prior to working the bank holiday. All self-bill invoices shall be paid by the Employment Business to the Supplier within 28 days after the Friday of the relevant week in which the Services were provided subject to the corresponding approved timesheet having been submitted to the Employment Business on or before 5.30pm on the first Tuesday after the Friday of the relevant week. Where, pursuant to Clause 5.10, the Supplier has opted-out of the Self-Billing agreement, the Employment Business shall pay the Supplier within 28 days after receipt of a valid approved invoice.
- 5.2 Subject to clause 5.3 and as detailed in clause 3.4, the Supplier 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 the Contractor for the Assignment.
- 5.3 At the time of entering into this Agreement, the Employment Business and the Supplier acknowledge and agree as follows:
- 5.3.1 that where the IR35 Legislation does not apply to the Assignment, the invoiced amount and/or the rate stated in Clause 1 payable to the Supplier shall be paid gross without deduction save unless the Assignment is within the scope of the Construction Industry Scheme (CIS) in which case the Employment Business shall be entitled to make any deductions that it is required to pay to HMRC in respect of such payments to the Supplier;
- 5.3.2 that where the IR35 Legislation applies to the Assignment and the Client's IR35 Status Determination Statement is that the Assignment is Inside IR35, the following provisions set out in clauses 5.3.2.1 to 5.3.2.3 inclusive shall apply;
- 5.3.2.1 the Employment Business shall be entitled to deduct from payments to the Supplier (whether by adjustment of the fees payable or otherwise as determined by the Employment Business) any PAYE Income Tax and employee's National Insurance Contributions that it is required to pay in accordance with ITEPA and the IR35 Legislation in respect of such payments to the Supplier. The Employment Business shall remit such sums to HMRC and shall provide the Supplier with a statement setting out any such sums. Such deductions will not affect the remittance of VAT payable in respect of the Assignment; and
- 5.3.2.2 that the invoiced amount and/or the rate stated in Clause 1 payable to the Supplier for the Services shall be reduced accordingly; and
- 5.3.2.3 that the invoiced amount and/or the rate stated in Clause 1 being reduced in accordance with Clause 5.3.2.2 above, shall mean that employer's National Insurance Contributions and apprenticeship levy are not paid by any Contractor provided by the Supplier to carry out Services under this Agreement.
- 5.4 Subject to clause 4, the Employment Business undertakes to make payment to the Supplier regardless of whether the Employment Business has received payment from the Client for the sum being claimed and shall pay all sums due to the Supplier without deductions, other than deductions which the Employment Business is required by law to make or any sums due from the Supplier, 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 Supplier's negligence or the negligence of the Supplier's officers, employees or representatives. For the avoidance of doubt, the provisions of this clause 5.4 to make payment to the Supplier regardless of whether the Employment Business has received payment from the Client for the sum being claimed shall not apply where the Supplier has validly opted-out from the Regulations, by supplying the Employment Business with a completed Opt-Out Notification form.
- 5.5 Where the Supplier has opted-out from the Regulations, the Employment Business reserves the right to withhold payment in any of the following circumstances, including but not limited to the following; where the Supplier has failed to inform the Employment Business of any overseas or offshore travel pursuant to the Assignment; where the Client has not verified the Supplier's timesheet, the Client is dissatisfied with the Services provided, or where the Client or Supplier becomes insolvent, dissolved or subject to a winding up petition.
- 5.6 If the Supplier is unable for any reason to provide the Services pursuant to the Assignment, no fee shall be payable by the Employment Business during any period that the Services are not provided.
- 5.7 Unless stated in Clause 1, any expenses incurred by the Supplier during the performance of the Services shall be at the Supplier's own cost.
- 5.8 Where expenses are payable to the Supplier, they must be set out in Clause 1 and agreed in advance by the Client, supported by valid documentation and invoiced to the Employment Business, separately, exclusive of VAT within 30 days of being incurred. For the avoidance of doubt, the Employment Business shall have no liability for expenses claimed 30 days after being incurred, and the Employment Business will not pay VAT on VAT.
- 5.9 The Supplier agrees and acknowledges that timesheets submitted at any time following the termination of the Assignment shall only be paid once verified by the client.
- 5.10 The Employment Business operates a self-billing system that complies with the guidelines produced by HM Revenue & Customs for such schemes. The Supplier agrees not to forward sales invoices to the Employment Business for services provided. Payment will be made to the Supplier in accordance with clause 5.1 above. The Supplier agrees for the Employment Business to generate a dual-purpose document when payment is made and forwarded to the Supplier. This document acts as a payment advice and, if appropriate, a self-billing tax invoice, in accordance with the guidelines

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t: «meDeptTel»

f: «meFax»

e: «meDeptEMail»

w: «meWebAddress»

Ref LC3-05032020

- produced by HM Revenue & Customs. Signing of this Agreement is acceptance of the Self Billing scheme. The Supplier 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 Supplier wish to opt-out of the Self Billing agreement, the supplier must do so in writing to the Employment Business.
- 5.11 In the event of any overpayment by the Employment Business to the Supplier or costs for damage to Client property caused by the Supplier or Contractor which cannot be recovered from the Supplier by way of deduction pursuant to Clause 5.4, the Supplier shall immediately upon demand repay all outstanding amounts due to the Employment Business.

6 LIABILITY

- 6.1 The Supplier shall indemnify and hold harmless the Employment Business for any loss, damage, injury, claim or liability incurred or arising as a result of any act or omission of the Supplier or Contractor in relation to their obligations under this Agreement during the Assignment including but not limited to any liability which the Employment Business may incur in respect of breach of care, infringement of copyright, libel, slander, defamation, breach of confidentiality or breach of contract which is caused by anything which the Supplier or Contractor does or omits to do in the performance of this Agreement or the Assignment.
- 6.2 To the extent permitted by law, the total liability of the Employment Business under this Agreement shall not exceed £50,000 (fifty thousand pounds) in the aggregate and shall be limited to direct loss only. In no event shall the Employment Business 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 this Agreement or otherwise. Furthermore, the Employment Business accepts no liability to the Supplier for any losses, expenses or liabilities incurred by the Supplier whether by reason of tax or other statutory or contractual liability to any third party arising from the Services provided.
- 6.3 For the avoidance of doubt, nothing in this Agreement 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.
- 6.4 At all times during the Assignment the Supplier shall ensure the provision of adequate insurance to cover the risk of a claim against the Supplier, its Contractor(s), officers, employees and representatives pursuant to the terms of this Agreement and includes as a minimum:
- 6.4.1 public liability insurance for a sum of not less than £2,000,000 (two million pounds sterling); and
- 6.4.2 professional indemnity insurance for a sum of not less than £1,000,000 (one million pounds sterling); and
- 6.4.3 employer's liability insurance where required by statute and at the statutory level; and
- 6.4.4 any other policies as notified by the Employment Business from time to time or as requested by the Client.
- The Supplier shall make a copy of each policy available to the Employment Business prior to the commencement of the Assignment and upon request. The Supplier shall maintain the professional indemnity insurance policy in force for at least 6 (six) years following completion of the Assignment.
- 6.5 The Supplier shall ensure that the insurance detailed in clause 6.4 above will cover any industry specific risk(s) relevant to the Assignment. For the avoidance of doubt, where the Services are performed overseas or offshore, the Supplier is responsible for ensuring that it has all relevant and adequate insurances for the country in which the Services are being performed and this must include as a minimum adequate travel insurance including repatriation cover. The Supplier shall obtain additional Medivac cover where necessary.
- 6.6 The Supplier undertakes that it knows of no reason why it would be detrimental to the interests of the Client for the Contractor to perform the Services.
- 6.7 The Supplier confirms that it is aware of all and/or any legal and/or professional requirements that must be satisfied in order to perform the Assignment.

7 SUPPLIER'S OBLIGATIONS

- 7.1 The Supplier agrees on its own part and on behalf of its Contractor(s), officers, employees and representatives as follows:
- 7.1.1 subject to clause 5.3, the Supplier shall be responsible for any other taxes and deductions payable in respect of the Contractor (whether by way of dividend or employment income) in respect of the Services and the Supplier shall notify the Employment Business immediately in the event that it becomes subject to an investigation by HMRC in respect of its own and/or the Contractor's tax affairs which relate to this Agreement;
- 7.1.2 the Supplier is a company incorporated in the United Kingdom, is not a "managed service company" as defined in section 61B of ITEPA and is compliant in all respects with the IR35 Legislation;
- 7.1.3 to exercise all due care and skill in performing the Services to the standard required by the Client and not to engage in any conduct detrimental to the interests of the Employment Business or the Client;
- 7.1.4 to ensure that the Contractor is present during the times or for the total number of hours during each day and/or week of the Assignment as may be agreed with the Employment Business or the Client. The Supplier shall ensure that it complies with its obligations under the Working Time Regulations 1998 as regards maximum weekly hours of the Contractor. Where the Contractor wishes to take any leave which he is entitled, the Supplier should notify the Employment Business and Client in writing of the dates of the Contractor's intended absence. The amount of notice which the Contractor is required to give should be at least twice the length of the period

«meDivisionName»

t: «meDeptTel»

f: «meFax»

e: «meDeptEMail»

w: «meWebAddress»

Ref LC3-05032020

of leave that he wishes to take. Unless the Employment Business or Client informs the Supplier in writing that it is not possible for the Contractor to take leave on the specified dates, the Contractor shall be entitled to take his notified leave entitlement. For the avoidance of doubt, the Contractor shall not accrue or be entitled to receive any holiday pay from the Employment Business. Any leave to which the Contractor is entitled should be taken outside of normal rest days.

- 7.1.5 to remedy, without charge and with the minimum disruption to the Client, either any work which the Client is dissatisfied with and which is notified to the Employment Business or any defects in the Services provided to the Client arising from the Contractor's acts or omissions;
- 7.1.6 to take all reasonable steps to safeguard the Contractor's safety and the safety of any other person who may be affected by its acts or omissions on the Assignment;
- 7.1.7 to comply with any rules or obligations (including, without limitation to the foregoing any safety, site and security regulations, and the IT security (including any e mail and internet usage) policies in force at the premises where Services are performed during Assignments to the extent that they are reasonably applicable;
- 7.1.8 to co-operate with the Client's staff and accept the direction of any person in the Client's organisation to whom it is required to report and comply with all reasonable and lawful instructions within the scope of the Assignment made by the Client;
- 7.1.9 to furnish the Employment Business with any progress reports as may be requested from time to time;
- 7.1.10 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 7.1.10 or any deliberate or negligent act or omission of the Supplier or its staff which either introduces a virus into the Client's system or corrupts the Client's data;
- 7.1.11 not to copy any computer software licensed to, or owned by, the Client for business or personal use;
- 7.1.12 to use only those passwords, and access only those parts of the Client's system, which the Client has authorised the Contractor to use and/or access;
- 7.1.13 to do nothing which could lead to anyone bringing a claim against the Employment Business, the Client, any of their staff, or any other contractor;
- 7.1.14 not to offer or give or agree to give to any person, Employment Business 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 Contract or the execution of the Supplier's obligations under this Contract or for showing or forbearing to show favour or disfavour to any person, Employment Business or firm in relation to this Contract. Any breach of this Clause 7.1.14 or commission of any offence by the Supplier or the Supplier's staff, employees or sub-contractors under the Prevention of Corruption Acts 1889 to 1916 or the Bribery Act 2010 in relation to this Contract shall entitle the Employment Business to terminate this Contract and recover from the Supplier the amount of any loss resulting from such cancellation and the amount or value of any gift or consideration;
- 7.1.15 to 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 Assignment;
- 7.1.16 not to sub-contract to any third party any of the Services which it is required to perform under the Assignment;
- 7.1.17 not to do or omit to do anything which could constitute an offence under the Computer Misuse Act 1990;
- 7.1.18 to comply with the Data Protection Laws and not export any information or data outside the European Union, without the prior written consent of the Client;
- 7.1.19 that where any part of the Assignment requires travel overseas or offshore it shall notify the Employment Business in advance of such travel and supply any relevant information as may be reasonably requested by the Employment Business.
- 7.1.20 to comply with the provisions of the Immigration, Asylum and Nationality Act 2006 in all relevant respects and the Supplier warrants that each Contractor:
 - (a) has valid and appropriate authorisation to enter, remain and work in the United Kingdom (or other relevant country) for the duration of the Assignment and will produce them at the request of the Employment Business and/or Client;
 - (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; and
 - (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 Contractor to enter, remain and work in the United Kingdom (or other relevant country) for the duration of the Assignment.The Supplier further warrants and undertakes that it has completed pre-employment checks in relation to each Contractor as required under the Immigration Act and any formal code of conduct and/or guidance issued by the UK Border Agency.
- 7.1.21 not engage in any conduct detrimental to the interests of the Employment Business and/or the Client which includes any inappropriate behaviour to the Client's staff or other contractors, or any conduct tending to bring the Employment Business or the Client into disrepute or which results in the loss of custom or business to the Employment Business or the Client;

«brand»

Agreement Number: «IntReference»

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

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«meDivisionName»

t: «meDeptTel»

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Ref LC3-05032020

7.1.22 that it, nor any of its subsidiaries, nor any director, officer or employee thereof nor, to the Supplier's knowledge, any agent, affiliate, representative or other person acting on behalf of the Supplier is;

7.1.22.1 the subject of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union, Her Majesty's Treasury, Global Affairs Canada or other relevant sanctions authority (collectively, "Sanctions"); or

7.1.22.2 located, organised or resident in a country or territory that is the subject of comprehensive economic Sanctions including, without limitation, Cuba, Iran, North Korea, Syria and the Crimea (each, a "Sanctioned Territory").

7.1.23 it will not, directly or indirectly contract or engage with any person, client, customer or supplier that is the subject of Sanctions, or in any Sanctioned Territory or that will result in a violation of Sanctions.

7.1.24 that for the past five years, the Supplier and its subsidiaries have not knowingly engaged in, are not now knowingly engaged in and will not engage in any direct or indirect dealings or transactions in violation of applicable Sanctions.

7.1.22 to 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.

7.1.23 The Supplier will indemnify and hold harmless the Employment Business and/ or the Client against all losses, liabilities, damages, costs, expenses (including legal fees), fines and charges incurred by the Employment Business and/or the Client from a breach of these clauses 7.1.1 to 7.1.22.

8 INTELLECTUAL PROPERTY

8.1 The Supplier acknowledges that all copyright, trademarks, patents, database rights and other intellectual property rights whether registered or not (together "the IPR") deriving from Services carried out by the Contractor for the Client during the Assignment ("Client IPR") shall belong to the Client and accordingly the Supplier shall;

8.1.1 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;

8.1.2 during and at all times after termination or expiry of the Assignment not do anything (whether by act or omission) to affect or imperil the validity of such protection in the Client IPR;

8.1.3 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);

8.1.4 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

8.1.5 waive in favour of the Client all moral rights in relation to Client IPR to the extent permitted by law.

8.2 The Supplier shall (and will procure that the Contractor 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 8.

8.3 The Supplier warrants, represents and undertakes to the Client that it has all licences and consents necessary to provide the Services under any Assignment and that the supply of such Services shall not infringe the IPR of any other person. The Supplier 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.

8.4 The Supplier accepts and acknowledges that Clients may use surveillance equipment at its premises for security reasons.

8.5 In accordance with and subject to the Data Protection Laws at all times, the Supplier accepts and gives its consent to the Employment Business and Clients holding, processing and disclosing personal data, including obtaining explicit consent from its Contractor(s) and staff to hold sensitive personal data, relating to the Supplier and its Contractor(s) and staff 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 Supplier and its staff and for the proper performance of the Assignment.

9 CONFIDENTIALITY

9.1 In order to protect the confidentiality and trade secrets of the Client and without prejudice to every other duty to keep secret all information given to it or gained in confidence, the Supplier agrees on its own part and on behalf of its officers, employees and representatives:

9.1.1 not at any time whether during or after the Assignment (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;

9.1.2 to deliver up to the Client or the Employment Business at the end of the Assignment all documents and other materials belonging to the Client (and all copies thereof) which are in its possession including documents and other materials created by him during the course of the Assignment;

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9.1.3 not at any time to make any copy, abstract, summary or precis 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 his duties under the Assignment in which event any such item shall belong to the Client or the Employment Business as appropriate;

9.1.4 to enter into such separate undertaking or agreement relating to confidentiality as may be required by the Client.

10 TERMINATION

10.1 The Assignment may be terminated by the Employment Business or the Client without liability or prior notice notwithstanding the Expected Completion date stated in Clause 1.

10.2 The period of notice (if any) required from the Supplier to terminate an Assignment is specified in Clause 1. Failure by the Supplier to give notice of termination as required in the Clause 1 shall constitute a breach of contract and shall entitle the Employment Business to claim damages from the Supplier for any consequential loss suffered by the Employment Business.

10.3 If the Contractor is unable for any reason to work on the Assignment the Supplier should inform the Employment Business by no later than 9.30 am on the first day of absence to enable alternative arrangements to be made.

10.4 The Supplier acknowledges that the continuation of the Assignment 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 Assignment or more generally is terminated or suspended for any reason, the Assignment shall cease or suspend with immediate effect and without notice or payment in lieu of notice. The Employment Business shall not be liable to the Supplier in the event of termination or suspension of the Assignment.

10.5 In the event that the Supplier or the Contractor breaches any term of the Contract, the Employment Business shall be entitled to terminate the Contract with immediate effect and without notice or payment in lieu of notice (if applicable).

10.6 An Assignment may be terminated without notice or payment in lieu of notice by the Employment Business if the Contractor fails to prove they have a legal right to work in the UK or such other country as applicable and/or produces documentation pursuant to clause 7.1.20 which the Employment Business reasonably believes is fraudulent.

10.7 An Assignment may be terminated without notice or payment in lieu of notice (if applicable) by the Employment Business if the Contractor fails to perform the Services to the reasonable satisfaction of the Client.

10.8 The Employment Business's right to terminate this Agreement shall include the right to terminate during any period of notice being served pursuant to an Assignment.

11 RESTRICTION

Clause 11 is divided into two distinct parts. For Suppliers who wish to opt out from the Regulations, Clause 11 B only applies. The Limited Company Opt-Out Notification form must be signed and returned to 'the Employment Business'. If the Supplier wishes to remain in the Regulations, only Clause 11 A applies.

11 A

11.1 Nothing in this Agreement shall prevent the Supplier or its Contractor(s) from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during the Assignment provided that such activity shall not be detrimental to the provision of Services under this Agreement.

11.2 The Supplier accepts and acknowledges that if during the Relevant Period the Supplier (or any Contractor supplied by the Supplier) is Engaged directly by the Client or any third party to whom the Supplier (or any Contractor supplied by the Supplier) 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 the Client can, instead of paying the Transfer Fee, elect to agree to an Extended Period of hire, after which time the Supplier shall be able to be Engaged directly by the Client, or through another agency, without payment of the Transfer Fee.

11.3 For the purposes of clause 11.2 above;

11.3.1 the "Extended Period" shall be 26 weeks or such other period as is specified in the Clause 1;

11.3.2 Where the Client elects to extend the period of hire, 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 Supplier or Contractor(s), the Transfer Fee will automatically become payable.

11.3.4 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 Client.

11.4 Subject to Clause 4, the Employment Business shall pay the Supplier for all hours or days worked by the Contractor regardless of whether the Employment Business has received payment from the Client for the sums being claimed.

11 B

11.1 The Supplier shall not, and shall procure that its Contractor provided pursuant to the Assignment shall not, for the duration of the Assignment provide services to a direct competitor of the Client which are identical or substantially similar to the Services provided to the Client without the written permission of the Client, such permission not to be unreasonably withheld.

11.2 The Supplier shall not, and shall procure that the Contractor shall not for a period of six (6) months following the termination of the Assignment supply its services directly, or through any other person, firm or company, to any Client for which it has carried out Services for the Employment Business during the previous twelve (12) months, or to any third party it may have had material contact with as a result of performing its services for the Client.

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12 COMPUTER EQUIPMENT WARRANTY

12.1 The Supplier warrants to the Employment Business and the Client that any computer equipment and associated software which it, or the Contractor, uses for the purpose of performing the Services contains anti-virus protection with the latest released upgrade from time to time.

13 AGENCY WORKERS REGULATIONS 2010

13.1 For the purposes of this Agreement and any Assignment undertaken pursuant to this Agreement, the Supplier acknowledges and agrees that:

13.1.1 no Contractor is an 'agency worker' as defined under the Agency Worker Regulations 2010 ("AWR") and that the AWR do not apply in relation to this Agreement or any Assignment undertaken pursuant to this Agreement; and

13.1.2 no Contractor shall be eligible to claim any rights under the AWR.

13.2 Notwithstanding clause 13.1, if in the event that it is found by any court, tribunal or other authority of competent jurisdiction that the AWR shall apply to this Agreement and/or any Assignment or Services undertaken pursuant to this Agreement such that a Contractor is eligible to claim any rights under the AWR, the Supplier agrees that any claim or recourse by the Contractor shall be brought solely against the Supplier.

13.3 The Supplier shall indemnify and keep indemnified the Employment Business (or, as the case may be, the Client) against any losses or costs that the Employment Business (or the Client) may suffer or incur as a result of any claim made by or on behalf of any Contractor under the AWR.

14 NOTICES

14.1 All notices which are required to be given hereunder by the Supplier 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.

15 GOVERNING LAW AND JURISDICTION

15.1 This Agreement shall be construed in accordance with the laws of England and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of the Contract shall be subject to the exclusive jurisdiction of the courts of England.

16 ILLEGALITY

16.1 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 to 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.

17 DISCLAIMER

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

18 ENTIRE AGREEMENT

18.1 This Agreement together with any schedules, constitutes the entire understanding between the parties concerning the subject matter hereof.

19 FORCE MAJEURE

19.1 Neither the Supplier 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, fire, flood, explosion or other catastrophe.

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

20 WAIVER

20.1 The failure by either party to enforce at any time any one or more of the terms of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

21 EXPENSES

21.1 Except as otherwise provided in this Agreement, each party shall pay its own expenses incurred in performing its obligations and complying with the terms of this Agreement.

22 NO PARTNERSHIP

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22.1 Nothing in this Agreement shall create or be deemed to create a partnership between the parties.

23 ASSIGNMENT

23.1 The Supplier 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).

24 SEVERANCE

24.1 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

24.2 If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

25 EXECUTION

25.1 Without prejudice to Clause 2.3 by executing this Agreement the Supplier unequivocally agrees to the terms without exception, alteration or modification.

SIGNED by		SIGNED by	«Image:mesigniture»
Print Name:		Print Name:	«meName»
Dated:		Dated:	«DocumentDate»
For and on Behalf of «THE SUPPLIER»		For and on Behalf of the THE EMPLOYMENT BUSINESS	