



Terms and conditions for ltd company contractors

Between

- (1) "The Service Provider" as specified below referred to throughout this agreement as "you" and "your" shall be construed accordingly.
- (2) Hiregiant Ltd (Company Registration No. 11884774) ("the Employment Business") Address; Pure Offices Ltd, Suite 90, Lake View Drive, Annesley, Nottinghamshire, NG15 0DT

Whereas

- (A) The Service Provider carries on the business of the provision of professional services relating to the services ("the professional services") specified in the Assignment Notification which will be issued to the Service Provider by the Employment Business at the start of each Assignment.
- (B) The Employment Business has requested the professional services and the Service Provider has agreed with the Employment Business, to provide the professional services on the terms and subject to the conditions of this agreement ("the Agreement").

It is agreed as follows:-

1. INTERPRETATION AND DEFINITION

- 1.1 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine, and vice versa.
- 1.2 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 Service Provider and identified in the Assignment Notification.

2. CONSULTANCY

- 2.1 The Service Provider's obligation to provide the professional services shall be performed by one or more employees of the Service Provider as the Service Provider may consider appropriate ("the Staff"), subject to the Employment Business and the Client being reasonably satisfied that the Staff has the required skills, qualifications and resources to provide the professional services to the required standard.
- 2.2 The Service Provider has the right, at its own expense, to enlist additional or substitute Staff in the performance of the professional services or may, sub-contract all or part of the professional services, provided that the Service Provider provides details, whenever practicable, of the proposed substitute or sub-contractor, ahead of the planned substitution and subject to the Employment Business and the Client being reasonably satisfied that such additional Staff or any such subcontractor has the required skills, qualifications, resources and personnel to provide the professional services to the required standard.
- 2.3 Where the Service Provider provides a substitute or sub-contracts all or part of the professional services pursuant to clause 2.2 above, the Service Provider shall be responsible for paying the substitute or sub-contractor and shall ensure that any agreement between the Service Provider and any such substitute or sub-contractor shall contain obligations which correspond to the obligations of the Service Provider under the terms of this Agreement and the Service Provider shall remain responsible for the acts or omissions of any such substitute or sub-contractor.

- 2.4 The Service Provider shall take all reasonable steps to avoid any unplanned changes of Staff assigned to the performance of the professional services but if the Service Provider is unable for any reason to perform the professional services the Service Provider should inform the Employment Business on the first day of unavailability and in such case shall provide a substitute subject to the provisions of clause 2.2.
- 2.5 In the event that the Service Provider is unable to supply either the original personnel or acceptable substitutes or sub-contractors then the Employment Business is entitled to cancel this Agreement forthwith.
- 2.6 The Assignment Notification shall specify the Client, the fee payable by the Employment Business and such disbursements as may be agreed and any other relevant information.
- 2.7 Save as otherwise stated in this Agreement, the Employment Business and the Client acknowledge and accepts that the Service Provider is in business on its own account and the Service Provider 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.

3. THE CONTRACT

- 3.1 This Agreement constitutes the contract between the Employment Business and the Service Provider and governs the performance of the professional services by the Service Provider for the Client. In addition the terms of clause 2 above reflect in all material respects the terms of any related contract between the Employment Business and the Client.
- 3.2 The Service Provider shall not be required to provide any advice and assistance in addition to the professional services and any requests to provide such additional advice and assistance shall be subject to the prior approval of the Service Provider and agreement between the Service Provider 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 Service Provider must notify the Employment Business of the terms upon which such services will be provided including details of any new fee arrangements in order that the fee arrangement between the Service Provider and Employment Business as set out in the Assignment Notification may be adjusted accordingly.
- 3.3 No variation or alteration of these terms shall be valid unless approved by the Employment Business and the Consultant in writing except where changes to the professional services are necessary to comply with applicable safety and other statutory requirements, in which case the Service Provider may make such necessary changes without prior notification to the Client or the Employment Business.

4. UNDERTAKING OF PROFESSIONAL SERVICES

- 4.1 The Service Provider warrants to the Employment Business and the Client that 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.
- 4.2 The Service Provider warrants to the Employment Business and the Client that its Staff and any substitutes or sub contractors will carry out the professional services with reasonable skill and care and as far as possible in accordance with the terms of this Agreement and any other timetables or other targets agreed.
- 4.3 The Service Provider's Staff and any substitutes or sub contractors supplied under the terms of this Agreement have valid and subsisting leave to live, work and remain lawfully in the United Kingdom for the duration of this Agreement and shall provide evidence of the same prior to the commencement of this Agreement further to the Immigration, Asylum and Nationality Act 2006;
- 4.4 Neither the Service Provider nor any Staff and any substitutes or sub contractors is prevented by any other agreement or arrangement or any restriction (including, without limitation, a restriction in favour of any employment agency, employment business, or employment business of either of them) from fulfilling in full their respective obligations under this Agreement
- 4.5 The Service Provider, its Staff and any substitutes or sub contractors it supplies to provide the Services have agreed to opt out of the Conduct Regulations and have signed an agreement to that effect and as such understand that none of the Conduct Regulations apply to this Agreement. Further the Service Provider warrants that it will only supply consultants to perform the Services who have opted out of the Conduct Regulations and further that any person to whom performance of the Services are assigned or sub-contracted has opted out of the Conduct Regulations; and

- 4.6 The Service Provider is not and warrants that its Staff and any substitutes or sub contractors is not and do not operate as a “managed service company”, as defined in section 61B of ITEPA;
- 4.7 Where the Service Provider is liable to be taxed in the UK in respect of consideration received under this Agreement, it shall at all times comply with ITEPA and all other statutes and regulations relating to income tax in respect of that consideration; and
- 4.8 Where the Service Provider is liable to National Insurance Contributions (“NICs”) in respect of consideration received under this Agreement it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (“SSCBA”) and all other statutes and regulations relating to NICs in respect of that consideration, and where the Service Provider undertakes that it will use its best endeavours to make all of its Staff and any substitutes or sub contractors are aware of and comply with any statutory regulations and rules and regulations of the Employment Business (insofar as they are applicable to independent contractors) applicable to any location, systems or other property of the Employment Business with which it is involved in the course of providing the Services. This includes health and safety, security, IT, systems and data protection policies; the Company and/or its Consultant will sign any confidentiality undertaking required by the Employment business.

5. TRAINING

- 5.1 The Service Provider warrants to the Employment Business and the Client that its Staff and any substitutes and sub-contractors used in accordance with the terms of this contract have the necessary skills and qualifications to perform the professional services.

6. THE SERVICE PROVIDER’S OBLIGATION

- 6.1 The Service Provider agrees on its own part and on behalf of its Staff and any substitutes and subcontractors used in accordance with the terms of this contract 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 or damage to the property of the Employment Business or the Client.
- 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 Service Provider and/or its Staff and any substitutes and sub-contractors that it is essential that the Service Provider and its Staff and any substitutes and sub-contractors comply with to properly perform the Services (including for example where the Services are to be performed at the premises of the Client the health and safety policy and security arrangements) during the performance of the professional services. Subject to the rules and regulations which the Client notifies the Service Provider and/or its Staff and any substitutes and sub-contractors that it is essential that the Service Provider and its Staff and any substitutes and sub-contractors comply with the Service Provider and its Staff and any substitutes and sub-contractors 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 The Service Provider acknowledges that any breach of his/her obligations set out in this clause may cause the Employment Business to suffer loss and that the Employment Business reserves the right to recover such losses from the Service Provider.
- 6.1.5 To notify the Employment Business forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition.
- 6.2 The Service Provider agrees that where it carries out any Assignment on behalf of the Employment Business where it acts in the capacity of a Mobile Worker as defined by the Working Time Regulations for Mobile Workers, on its own part and on behalf of its Staff and any substitutes and subcontractors used in accordance with the terms of this contract, as follows:-
- 6.2.1 It is the responsibility of the Service Provider to ensure that, where applicable, a tachograph (digital or analogue) is completed correctly and returned to the Client with whom any Assignments have been carried out on behalf of the Employment Business; and

- 6.2.2 The Service Provider acknowledges that where carrying out Assignments as a Mobile Worker for the Employment Business it is its responsibility to carry out daily & weekly checks to ensure any vehicle it drives on assignment is roadworthy; and
- 6.2.3 The Service Provider agrees not to accept any Assignment from the Employment Business if in accepting the Assignment it or any representative of the Service Provider would exceed its allowable working hours as set out in the Road Transport Directive; and
- 6.2.4 The Service Provider agrees to notify the Employment Business in writing of any other paid work and its associated Working Time that it or any of its representatives undertakes during or between Assignments for the Employment Business; and
- 6.2.5 The Service Provider agrees that it and any of its representatives will not exceed an average of 48 hours Working Time per week for the duration of any reference period whilst on Assignment for the Employment Business; and
- 6.2.6 The Service Provider agrees that it and any of its representatives will not exceed 60 hours Working Time Hours in any individual week whilst on Assignment for the Employment Business; and
- 6.2.7 The Service Provider agrees to maintain a record of its and any of its representative's Working Time Hours, which included all paid work, including for the Employment Business and any other jobs undertaken; and
- 6.2.8 The Service Provider acknowledges that the Employment Business will assume that its and any of its representative's total Working Time Hours, as specified in its and any of its representative's timesheets, are the same Working Time unless the Service Provider informs the Employment Business otherwise; and
- 6.2.9 The Service Provider agrees that if it or any of its representatives are on night work, defined as if any part of a shift falls in the period 00:00-04:00 for goods and 01:00-05:00 for passenger vehicles, it will not accept any Assignment which is expected to last more than 10 hours Working Time in a given 24 hour period.

7. EQUIPMENT

- 7.1 The Service Provider shall provide at its own cost, subject to any agreement to the contrary specified in the Assignment Notification 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 and any substitutes and sub-contractors of the professional services.
- 7.2 If as a matter of convenience, the Service Provider is provided with equipment by the Agency or Client for the purposes of an Assignment, the Service Provider shall be responsible for ensuring that they preserve the security and condition of such equipment. If and to the extent that any equipment is lost while in the Service Provider's possession, the Service Provider shall be responsible for the cost of any necessary repairs or replacement.

8. METHOD OF PERFORMING SERVICES

- 8.1 The Service Provider's Staff are professionals who will use their own initiative as to the manner in which the Services are delivered provided that in doing so the Service Provider shall co-operate with the Client and comply with all reasonable and lawful instructions of the Client.
- 8.2 The Service Provider may provide the professional services at such times and on such days as the Service Provider shall decide but shall ensure that Services are provided on such days and at such times as are necessary for the proper performance of the professional services.
- 8.3 The relationship between the parties is between independent companies acting at arm's length and nothing contained in this Agreement shall be construed as constituting or establishing any partnership or joint venture or relationship of employer and employee between the parties or their personnel.
- 8.4 Where the proper performance of the professional services are dependent on the completion of tasks or services by third parties (including employees of the Client but excluding any substitute or sub contractor of the Consultancy), the Service Provider shall have no liability to the Client for any delay, non or partial performance of the professional services arising from the delay or non or partial performance of such tasks by third parties.

8.5 The Service Provider may provide the professional services from such locations as are appropriate in the Service Provider's judgment. When necessary the Client will provide the Service Provider with appropriate access to the client's facilities as is necessary for the effective conduct of the professional services.

9. INVOICING

9.1 Upon completion of the professional services or as may be agreed and specified in the Assignment Notification the Service Provider shall deliver to the Employment Business its invoice for the amount due from the Employment Business to the Service Provider giving a detailed breakdown showing the work performed. The Service Provider's invoice should bear the Service Provider's name, company registration number, VAT number and should state any VAT due on the invoice.

9.2 The Service Provider shall obtain the signature of an authorised representative of the Client as verification of execution of the professional services. For the avoidance of doubt, the Employment Business will not pay to the Service Provider for hours unworked including rest periods and breaks. The Employment Business will deduct from any Client authorisation 45 minutes paid time per day to take account of breaks whether or not these are displayed on the Client authorisation. The only variation to this will be if agreed and specified in the Assignment Notification.

9.3 The Employment Business shall not be obliged to pay any fees to the Service Provider unless an invoice has been properly submitted by the Service Provider in accordance with sub-clause 9.1 of this Agreement and until the Client has verified the execution of the professional services.

10. FEES

10.1 Subject to the receipt of the Service Provider's invoice in accordance with clause 9 above and verification by the Client of execution of the professional services in accordance with sub-clause 9.3 above, the Service Provider will receive payment from the Employment Business for the professional services in accordance with the fee specified in the Assignment Notification, plus VAT to be shown separately where appropriate.

10.2 the Service Provider shall be responsible for any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of its Staff in respect of the professional services.

10.3 All payments will be made to the Service Provider.

10.4 If the Service Provider shall be unable for any reason to provide the professional services to the Employment Business no fee shall be payable by the Employment Business during any period that the professional services are not provided.

10.5 Notwithstanding the provisions of the proviso to clause 8.2, the Service Provider will be able to suspend the provision of the professional services on up to 20 days per annum per each Staff (or pro rata where the professional services are for less than one year). The Service Provider shall be responsible to pay the Staff all sums due in respect of those days upon which the professional services provided are suspended pursuant to the Working Time Regulations 1998 or otherwise.

11. OBLIGATIONS OF THE EMPLOYMENT BUSINESS

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

11.2 The Employment Business shall furnish the Service Provider with sufficient information about the professional services in order for the Service Provider to arrange for the professional services to be carried out.

11.3 The Employment Business will advise the Service Provider of any health & safety information or advice which it receives from the Client which may affect the Service Provider's Staff during the performance of the professional services

12. TERM OF THE AGREEMENT

12.1 This Agreement shall commence in accordance with the Assignment Notification and shall either (as specified in the Assignment Notification) continue until completion of the professional services to the reasonable satisfaction of the Client or the termination date as specified in the Assignment Notification, at which time this Agreement shall expire automatically, or the contract be terminated early by the Employment Business or Service Provider upon giving the required notice as set out in the Contract Assignment Notification.

- 12.2 Notwithstanding sub-clause 12.1 of this Agreement, the Employment Business may at any time without notice and without liability require the Service Provider to cease work on the professional services, where:
- 12.2.1 The Service Provider (or its substitutes and sub contractors) has committed any serious or persistent breach of any of its obligations under this Agreement;
 - 12.2.2 The Client reasonably believes that the Service Provider (or its substitutes and sub contractors) has not observed any condition of confidentiality applicable to the Service Provider from time to time; or
 - 12.2.3 The Service Provider (or its substitutes and sub contractors) proves, in the reasonable opinion of the Client, unsatisfactory to the Client including while performing the professional services acting in breach of any statutory obligations or acting in breach of such procedures of the Client as the Client notifies the Service Provider and/or its Staff that it is essential that the Service Provider and its Staff comply with to properly perform the Services;
 - 12.2.4 If performance of the professional services is prevented by the incapacity of the Staff and the Service Provider is unable to provide a replacement member of Staff or a suitable substitute or sub contractor pursuant to the provisions of clause 2.2.
 - 12.2.5 The Service Provider becomes insolvent, dissolved or subject to a winding up petition;
 - 12.2.6 Any member of the Service Provider (or its substitutes and sub contractors) is guilty of any fraud, dishonesty or serious breach of contract. And the provisions of this clause 12.2 shall equally apply to any party performing the Service Provider's obligations as provided for in clause 2.
- 12.3 The Service Provider acknowledges that the continuation of the professional 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 is terminated for any reason the Assignment shall cease with immediate effect without liability to the Consultancy.
- 12.4 Upon completion or termination of the professional services neither the Employment Business nor the Client shall be under any obligation to offer the Service Provider further work, nor shall the Service Provider be under any obligation to accept any offer of work made by the Employment Business or the Client.
- 12.5 Notwithstanding sub-clause 12.1 of this Agreement the Service Provider may terminate the contract if the Employment Business has committed any serious or persistent breach of any of its obligations under this Agreement or in the event that the Client becomes insolvent, dissolved or subject to a winding up petition.
- 12.6 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- 12.6.1 the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than [30] days after being notified in writing to make such payment;
 - 12.6.2 The other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of [7] days after being notified in writing to do so.
 - 12.6.3 The other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its behaviour is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
 - 12.6.4 The other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or being a company is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986
 - 12.6.5 The other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- 12.6.6 A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 12.6.7 An application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- 12.6.8 The holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 12.6.9 A person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 12.6.10 A creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- 12.6.11 Any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 12.5.4 to clause 12.5.9 (inclusive);
- 12.6.12 The other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business

13. INTELLECTUAL PROPERTY

- 13.1 The Service Provider hereby assigns to the Employment Business all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this agreement, the Service Provider holds legal title in these rights and inventions on trust for the Employment business.
- 13.2 The Service Provider undertakes:
 - 13.2.1 To notify to the Employment business in writing full details of any Inventions promptly on their creation;
 - 13.2.2 To keep confidential details of all Inventions;
 - 13.2.3 whenever requested to do so by the Employment Business and in any event on the termination of the Engagement, promptly to deliver to the Employment business all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in his possession, custody or power;
 - 13.2.4 not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Employment Business; and
 - 13.2.5 To do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Employment Business.
- 13.3 The Service Provider warrants to the Employment business that:
 - 13.3.1 They have not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;
 - 13.3.2 They are unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works and
 - 13.3.3 The use of the Works or the Intellectual Property Rights in the Works by the Employment Business will not infringe the rights of any third party.
- 13.4 The Service Provider agrees to indemnify the Employment Business and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Employment Business, or for which the Employment Business may become liable, with respect to any intellectual property infringement claim or other claim relating to the Works or Inventions supplied by the Service Provider to the Employment Business during the course of providing the Services. The Service Provider shall maintain adequate liability insurance coverage and ensure that the Employment Business's

interest is noted on the policy, and shall supply a copy of the policy to the Employment Business on request. The Employment Business may at its option satisfy this indemnity (in whole or in part) by way of deduction from any payments due to the Service Provider.

- 13.5 The Service Provider waives any moral rights in the Works to which he is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Works or other materials infringes the Service Provider's moral rights.
- 13.6 The Service Provider acknowledges that, except as provided by law, no further fees or compensation other than those provided for in this agreement are due or may become due to the Service Provider in respect of the performance of his obligations under this clause 13.
- 13.7 The Service Provider undertakes, at the expense of the Employment business, at any time either during or after the Engagement, to execute all documents, make all applications, give all assistance and do all acts and things as may, in the opinion of the [Employment Business OR Board], be necessary or desirable to vest the Intellectual Property Rights in, and to register them in, the name of the Employment Business and to defend the Employment Business against claims that works embodying Intellectual Property Rights or Inventions infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works and the Inventions.
- 13.8 The Service Provider irrevocably appoints the Employment Business to be his attorney in his name and on his behalf to execute documents, use the Service Provider's name and do all things which are necessary or desirable for the Employment Business to obtain for itself or its nominee the full benefit of this clause. A certificate in writing, signed by any director or the secretary of the Employment Business, that any instrument or act falls within the authority conferred by this agreement shall be conclusive evidence that such is the case so far as any third party is concerned.

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 Service Provider agrees on its own part and on behalf of its Staff and any substitutes 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 professional services (unless expressly so authorised by the Client or the Employment Business as a necessary part of the performance of its duties) 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 Assignment 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 assignment;
- 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 Assignment in which event any such item shall belong to the Client or the Employment Business as appropriate.
- 14.2 The Service Provider shall procure and ensure that the provisions of this clause 14 shall also apply to any subcontractor performing the Consultancy's obligations provided for in clause 2.

15. RESTRICTION

- 15.1 The Service Provider shall not, and shall procure its Staff and any sub-contractor shall not, for a period of 3 months following the termination of the professional services supply its services directly, or through any other person, firm or company, to any Client whom it has carried out the professional services specified in this agreement at any time during the previous 3 months.

16. COMPUTER EQUIPMENT WARRANTY

- 16.1 The Service Provider 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 professional services contains anti-virus protection with the latest released upgrade from time to time and will be year 2000 compliant, and the Service Provider

shall procure that the provisions of this clause shall also apply to any computer equipment and associated software provided by any subcontractor of this Agreement.

17. RELATIONSHIP BETWEEN EMPLOYMENT BUSINESS AND SERVICE PROVIDER

- 17.1 The Service Provider acknowledges to the Employment Business that there is no intention on the part of the Service Provider, its Staff, substitutes or sub-contractors or the Employment Business or Client to create an employment relationship between any of those parties and that the responsibility of complying with all statutory and legal requirements relating to the Staff of the Service Provider (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 Service Provider. 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 Service Provider 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.
- 17.2 The Service Provider shall be responsible for all obligations arising under or in connection with, the National Minimum Wage Act 1998 in connection with the Staff.
- 17.3 The Employment Business is under no obligation to offer work to the Service Provider and the Service Provider is under no obligation to accept any work that may be offered by the Employment Business. Neither party wishes to create or imply any mutuality of obligation between themselves either in the course of, or between, any performances of Service under the Agreement.

18. NOTICES

- 18.1 All notices which are required to be given 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 or other electronic 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 or other electronic transmission when dispatched.

19. LIABILITY

- 19.1 The Service Provider shall be liable for any loss, damage or injury to any party (including 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 Service Provider or its Staff (including substitute or replacement Staff) or from the acts or omission of any sub-contractor to whom the Service Provider sub-contracts the performance of the professional services whether or not such act or omission constitutes a breach of this Agreement and the Service Provider shall indemnify and keep indemnified any such party including, without limitation to the foregoing, the Client against any such loss, damage or injury provided that the total aggregate liability of the Service Provider shall not exceed in the case of liability covered by professional indemnity insurance £1,000,000.
- 19.2 The Service Provider shall ensure the provision of adequate insurance to cover the risk of a claim against the Service Provider (or its Staff or any sub-contractor) whether pursuant to the terms of this Agreement (including clause 19.1) or otherwise (including without limitation Employer's Liability Insurance, Public Liability Insurance and any other suitable policies of insurance such as Professional Indemnity insurance in respect of the Service Provider and its Staff or any subcontractor). The Service Provider shall note the interest of the Employment Business with regard to all such policies of insurances and shall make a copy of all such policies available to the Employment Business upon request.
- 19.3 The Service Provider shall be liable for any defects arising as a result of the provision of the professional services and the Service Provider shall rectify at its own cost such notified defects as may be capable of remedy.
- 19.4 The Service Provider acknowledges that the Staff provided is not an Agency Worker as defined under the Agency Worker Regulations 2010 and that the Agency Worker Regulations 2010 do not apply in relation to this Agreement. The Service Provider 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 as a result of any claim made by or on behalf of any of the Staff under the Agency Worker Regulations 2010.

20. HEALTH AND SAFETY AND OTHER POLICIES

20.1 The Service Provider shall comply with the Client's policies on social media, use of information and communication systems, anti-harassment and bullying, no smoking, substance misuse, and any other relevant policy.

21. ANTI-BRIBERY AND ANTI-CORRUPTION

21.1 The Service Provider shall:

21.1.1. comply and shall procure that it shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 ("Relevant Requirements");

21.1.2 Comply and shall procure that it shall comply with the Clients' Anti-Bribery Policy, as the same may be updated from time to time ("Bribery Policy");

21.1.3 have and maintain in place throughout the Term its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Bribery Policy and will enforce them where appropriate;

21.1.4 promptly report and shall procure that it shall promptly report to Client any request or demand for any undue financial or other advantage of any kind received by the Service Provider in connection with the performance of this Agreement; and

21.1.5 Ensure and shall procure that it shall ensure that all persons associated with the Service Provider or other persons who are performing services in connection with this Agreement comply with this clause 21.

21.2 For the purpose of this clause the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery

Act 2010 (and any guidance issued under section 9 of that Act) and section 8 of that Act respectively.

22. GOVERNING LAW AND JURISDICTION

22.1 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.

23. ILLEGALITY

23.1 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 the modify the provisions and terms of this Agreement as necessary or desirable in the circumstances.

24. ENTIRE AGREEMENT

24.1 This agreement constitutes the entire agreement between the parties [and any Group Company] and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

24.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

24.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

24.4 Nothing in this clause shall limit or exclude any liability for fraud.

25. FORCE MAJEURE

25.1 Neither the Service Provider 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.

25.2 The Service Provider accepts that the Client shall not be liable for any breaches of its obligations to the Service Provider 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.

26. VARIATION

26.1 No variation of this agreement [or of any of the documents referred to in it] shall be effective unless it is in writing and submitted by the parties (or their authorised representatives) to this agreement to the other party (or their authorised representatives).