

## LIMITED COMPANY WORKER TERMS

### Contents

1.	Definitions and interpretation	1
2.	Supplier's Obligations	3
3.	Payment of fees	5
4.	Supplier's status	5
5.	Confidentiality	10
6.	Protection of the Company's business	10
7.	Termination	11
8.	Details and identity of Consultant	12
9.	Data Protection	13
10.	Anti-Bribery	13
11.	General	14
12.	Application of the Conduct Regulations to this Agreement	15

### Assignment Schedule

## LIMITED COMPANY WORKER TERMS

Between:

- (1) Medsol Healthcare Services Ltd (company number: 04522585) whose registered office is at Mayflower House 1st Floor, 128a High Street, Billericay, Essex, England, CM12 9DF; (the "Company"); and
- (2) Your Limited Company (the "Supplier").

Background:

- (A) The Supplier shall provide the Services for the Client in accordance with the terms of this Agreement which is a contract for services; and
- (B) Certain terms in this Agreement will or will not apply depending on whether the Conduct Regulations apply and clause 12 sets out the details of this.

It is agreed as follows:

### 1. Definitions and interpretation

1.1 In this Agreement, unless the context otherwise requires, the following definitions shall apply:

"Agreement" means the agreement between the Company and the Supplier comprising the terms set out in this document including the Assignment Schedule.

"Application Documents" means any tender documentation, application form or other written information provided by the Supplier or the Consultant to the Company about the self-employment, tax status, experience, training, qualifications, authorisations and general suitability of the Supplier and/or the Consultant for performing the Services and any information about any accountancy advisor or accountancy company that the Supplier or Consultant has engaged.

"Apprenticeship Levy" means the levy on UK employers with annual paybills in excess of £3 million to fund new apprenticeships, pursuant to Part 6 of the Finance Act 2016.

"Assignment Schedule" means the schedule to this Agreement as may from time to time be amended; the term "Assignment" shall be construed accordingly.

"AWR" means the Agency Workers Regulations 2010.

"Business Day" means any day (other than Saturday or Sunday) on which clearing banks are open for business in London.

"Client" means the Client defined in the Assignment Schedule.

"Client's Group" means the Client, any body corporate of which the Client is a subsidiary (as defined in section 1159 of the Companies Act 2006), any other subsidiary of such body corporate and any subsidiary of the Client.

"Client's Systems" means Systems made available by the Client to the Supplier and/or the Consultant for use in relation to the Services.

"Company's Group" means the Company, any body corporate of which the Company is a subsidiary (as defined in section 1159 of the Companies Act 2006), any other subsidiary of such body corporate and any subsidiary of the Company.

## LIMITED COMPANY WORKER TERMS

“Conduct Regulations” means the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

“Consultant” means the individual assigned to the performance of the Services (and any substitute pursuant to clause 8.2) as at the Start Date who controls and directs their own limited company through which they contract and offer their services on an independent business to business basis.

“Data Protection Laws” means the Data Protection Act 1998, any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data.

“End User” means any client or customer of the Client for whom, or at whose premises, the Services are performed under this Agreement.

“Fee” means the fee calculated on the basis of the rate set out in the Assignment Schedule

“Force Majeure” means any cause preventing a party from performing any or all of its obligations arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the party so affected.

“Good Industry Practice” means the exercise of the skill, diligence, prudence, foresight and judgment which would be expected from a suitably skilled and experienced person engaged in the same type of services as the Services, applying the best standards currently generally applied in the relevant industry.

“Inside IR35” means where the circumstances under which the Supplier will provide the Services under the Assignment are such that the requirements set out in s61M(1) of the Off Payroll IR35 Legislation are satisfied.

“Intermediaries Legislation” means any or current or proposed legislation known as the Onshore Intermediaries Legislation and/or the Offshore Intermediaries Legislation including under current or amended s.44 and s.688 of the Income Tax (Earnings and Pensions) Act 2003 and under current or amended Regulation 5 of the Social Security (Categorisation of Earners) Regulations 1978.

“Losses” means any demand, contribution, claim, action, proceeding, liability, loss, damage, costs, expenses, tax, national insurance contributions (to the extent permitted by law) and charges and any related penalties, fines or interest whatsoever whether founded in statute, contract, tort or otherwise made or brought against or incurred (including without limitation all losses, liabilities and costs incurred as a result of defending or settling any claims).

“MSC Legislation” means Part 2, Chapter 9 and Part 11, Chapter 3, section 688A (Managed service companies; recovery from other persons of the Income Tax (Earnings and Pensions) Act 2003).

“Managed Service Company” and “MSC Provider” means those terms as defined within the meaning set out in the MSC Legislation.

“Net Fee” means the fee payable to the PSC after adjustment to allow for statutory payments and deductions including PAYE, Primary and Secondary Class 1 National Insurance Contributions and Apprenticeship Levy.

“Off Payroll IR35 Legislation” means Income Tax (Earnings and Pensions) Act 2003 Part 2 Chapter 10, [s61K – 61X] OR [(as outlined in the Schedule 1 of the Finance (No.2) Bill 2017)]

“Opt Out” means a notice given by the Supplier and the Consultant in accordance with Regulation 32(9) of the Conduct Regulations of their agreement that the Conduct Regulations

## LIMITED COMPANY WORKER TERMS

shall not apply in respect of the supply of the Services; the term "Opted Out" shall be construed accordingly.

"Outside IR35" means where the circumstances under which the Supplier will provide the Services under the Assignment are such that the requirements set out in s61M(1) of the Off Payroll IR35 Legislation are not satisfied.

"Public Sector" means an organisation which is a public authority as defined by the Freedom of Information Act 2000 and as further defined in s61L of the Off- Payroll IR35 Legislation.

"Systems" means telecommunications systems, IT systems and security systems.

"Work Results" means any item of work carried out and delivered pursuant to this Agreement as part of or arising out of the Services.

1.2 Each term starting with a capital letter and not defined in clause 1.1 or elsewhere in this Agreement is as defined in the Assignment Schedule.

1.3 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement) and all subordinate legislation made (before or after this Agreement) under it from time to time.

1.4 Where the context permits, words denoting:

- (a) persons shall include bodies corporate and unincorporated associations of persons;
- (b) the singular includes the plural and vice versa; and
- (c) one gender shall include any gender.

1.5 The Supplier acknowledges and agrees that the terms of this Agreement shall apply on or before the Start Date and for the term of the Assignment. In the event of any conflict or inconsistency between the Assignment Schedule and the terms in this main agreement the terms of the Assignment Schedule shall take precedence.

1.6 Where the Services are, at the request of the Company or the Client, performed wholly or in material part at the premises and/or for the benefit of an End User then all references in this Agreement to the "Client" shall be deemed to refer to such End User. This sub-clause shall be severable and shall not apply to the extent that it would otherwise render any provision of this Agreement void or unenforceable.

## 2. Supplier's Obligations

2.1 The Supplier shall:

- (a) throughout the term of the Assignment supply the Services in accordance with Good Industry Practice at all times taking responsibility for the way in which the Services are performed;
- (b) deliver completed timesheets (in a form approved by the Company) weekly to an authorised representative of the Client for signing or electronic approval and return the same to the Company; and the Supplier:
  - (i) acknowledges that failure by the Supplier so to deliver and return any timesheet may delay payment to the Supplier while the Company makes enquiries to verify the hours worked;
  - (ii) [Only applicable if the Conduct Regulations do not apply] acknowledges and agrees that payment shall be conditional upon the production of a

## LIMITED COMPANY WORKER TERMS

complete and accurate timesheet approved by an appropriate representative of the Client in accordance with clause (b) above;

(iii) [Only applicable if the Conduct Regulations do apply] acknowledges that the Company invests time and resource in obtaining appropriately authorised timesheets from the Client and accordingly the Company reserves the right to withhold 10% of the amount claimed by the Supplier in respect of the hours recorded by it in the timesheet for the relevant period until such time as a complete and accurate timesheet is provided by the Supplier and approved by the Client;

(iv) agrees that failure by the Supplier to deliver and return any timesheet shall constitute a breach of this Agreement entitling the Company to terminate the Agreement and claim damages against the Supplier for any Losses suffered or incurred by the Company; and

(v) confirms that, by signing this Agreement, it is aware that it could be a criminal offence for the Supplier and/or the Consultant to falsify any timesheet, for example by claiming that the Services were supplied for hours for which they were not in fact supplied;

(c) comply with all health and safety, site and security regulations applicable at the Location(s) to the extent that they apply to the type of work required for the provision of the Services;

(d) comply with all the Client's regulations, policies and protocols as notified by the Client and/or the Company from time to time except where such regulations and policies relate solely to employees of the Client;

(e) comply with the Client's IT security policies and protocols when accessing or using the Client's Systems (which it may only do with the consent of the Client);

(f) not engage in any conduct detrimental to the interests of the Company or the Client, including, without limitation, any conduct likely to bring the Company or the Client into disrepute;

(g) give reasonable notice to the Company and the Client of any period during which the Supplier and/or the Consultant will be unavailable or unable to perform the Services;

(h) supply to the Company copies of any relevant qualifications or authorisations that the Supplier and/or the Consultant is required by the Client or by law or any professional body to have in order to provide the Services to the Client;

(i) where necessary, provide at its own cost all such equipment and training for the Consultant as is reasonable for the adequate performance of the Services;

(j) at the Company's or the Client's request remedy in the Supplier/Consultant's own time and at the Supplier's own expense any Substandard Outcome of the Services and where necessary, this shall include re-performing the Services. "Substandard Outcome" shall mean any result, element, stage or product of the Services that the Client or the Company reasonably deems as not meeting the standard required under clause (a) above or and/or any Service specifications set out in the Assignment Schedule;

(k) indemnify the Company against all Losses incurred by the Company arising out of any negligent, wrongful or fraudulent act or omission of the Supplier and/or the Consultant; and

## LIMITED COMPANY WORKER TERMS

(l) enter into a contract with the Consultant such that he or she is under obligations which reflect the provisions of clauses 2, 4, 5, 6, 7, 8, 9 and 10 as if the Consultant were a party to this Agreement in place of the Supplier.

### 3. Payment of fees

3.1 Subject to the timesheet approval requirements set out in clause 2.1(b), the Supplier shall be entitled to issue invoices in accordance with the Assignment Schedule for Services delivered. Such invoices shall be calculated using the applicable Fee Rates. Subject to the Supplier performing the Services in accordance with this Agreement, the Company will pay the Supplier's invoices in accordance with the timescales set out in the Assignment Schedule.

3.2 The Supplier shall only be entitled to issue invoices based on rates other than the Fee Rate where the Client and the Company have authorised the relevant work to be done at such rates.

3.3 [Only applicable if the Conduct Regulations do not apply] the Company shall be entitled to set off, withhold or deduct against any sum it may be liable to pay the Supplier if:

- (a) the Company has suffered a Loss for which the Supplier is liable; or
- (b) the Company has made a payment to the Supplier which, for whatever reason, is not properly due to the Supplier; or
- (c) the Supplier becomes liable to pay the Company any sum in connection with this Agreement.

3.4 [Only applicable if the Conduct Regulations do not apply] the Company shall be entitled to set off, withhold or deduct against any sum it may be liable to pay the Supplier if the Supplier applies for or has made against it a receiving order or makes a composition with its creditors or an administration order is made or resolution passed for the winding up of the Supplier or the Company has reasonable grounds to believe that the Supplier is insolvent and cannot or will not pay the Consultant.

3.5 [Only applicable if the Conduct Regulations do apply] Subject to the terms of this Agreement, the Company undertakes to pay monies due to the Supplier in respect of the Services carried out by the Supplier under this Agreement whether or not the Company has received a corresponding payment from the Client in respect of such Services.

3.6 Unless otherwise agreed in writing, neither the Supplier nor the Consultant shall be entitled to claim from the Company (or the Client) any expenses incurred in connection with the performance of the Services.

3.7 All amounts payable under this Agreement are exclusive of VAT which, if applicable, shall be payable by the Company at the prevailing rate on production by the Supplier of the Supplier's VAT certificate.

3.8 The Company shall be entitled to withhold from any payment due to the Supplier under this Agreement any sum that it may in its reasonable opinion be or become liable to pay in respect of income tax or national insurance relating to Consultants supplied via the Supplier including any such liability under the Intermediaries Legislation, and shall release such sum to the Supplier on provision of, and to the extent of, such evidence from the Supplier as the Company shall reasonably require that such liability shall not arise.

### 4. Supplier's status

4.1 The parties acknowledge that neither the Supplier nor the Consultant is the employee, worker, agency worker, agent, partner or servant of the Company (or the Client) and accordingly:

## LIMITED COMPANY WORKER TERMS

- (a) this Agreement is not an exclusive arrangement and (subject to clauses 2.1(f) and (if applicable) 6) nothing in this Agreement shall prevent the Supplier or the Consultant from engaging in other services for any third party;
- (b) the Company is not obliged to put the Supplier or the Consultant forward for consideration by the Client for the provision of services nor is the Supplier or the Consultant obliged to provide services to the Client beyond the termination or expiry of this Agreement;
- (c) the Supplier shall (and shall procure that the Consultant shall) comply with all legal and fiscal obligations of the country in which the Services are performed including but not limited to obligations under the Pensions Act 2008 and the obligations in clause (d) below, the Working Time Regulations 1998 or local equivalent (if applicable) and any requirement to register residency;
- (d) the Supplier shall account on a timely basis to the appropriate authorities for all tax (including VAT), National Insurance contributions and social security levies (if any) (or any overseas equivalents of the same) payable in respect of sums paid to the Supplier or by it to the Consultant in connection with this Agreement and shall procure that the Consultant shall also account to the appropriate authorities for all such tax and other sums payable by the Consultant in respect of sums paid to the Consultant which relate in any way to this Agreement;
- (e) the Supplier shall (and shall procure that the Consultant shall) comply with the provisions of the Immigration, Asylum and Nationality Act 2006 (the "Act") in all relevant respects and, if the Consultant is subject to immigration control for the purposes of such Act, the Supplier warrants that:
- (i) it has carried out all pre-employment checks as required under both the Act and UK Border Agency guidance and is satisfied that the Consultant has valid and subsisting leave to enter and remain in the United Kingdom for the duration of this Agreement;
- (ii) the Consultant is not (in relation to such leave in 4.1(e)(i)) subject to any conditions which may preclude or have an adverse effect on the provision of the Services;
- it shall notify the Company without delay if any Consultant's right to work and remain in the UK lapses or is withdrawn for any reason;
- (f) the Supplier shall, in respect of any substitute consultant supplied pursuant to clause 8.2, carry out the same pre-employment checks and provide the same warranty as set out in clause (e) above;
- (g) the Supplier warrants, covenants and undertakes that:
- (i) it is a UK registered company;
- (ii) all Consultants are paid from a UK bank account held in the name of the Supplier to a UK bank account in the name of the Consultant;
- (iii) it does not operate a travel and subsistence scheme under which the Consultant(s) are paid expenses on a exempt of tax (or otherwise tax deductible) and NIC basis;
- (iv) it does not claim under the Employment Allowance scheme in respect of the payment of Secondary (Class 1) National Insurance;
- (v) it is not a Managed Service Company or a MSC Provider and that the information provided by the Supplier concerning the tax status of the Supplier,

## LIMITED COMPANY WORKER TERMS

or the applicability of the MSC Legislation is full and accurate and shall provide such evidence as the Company may from time to time require in relation to compliance with and/or non-applicability of the MSC Legislation;

- (vi) all Consultants shall be engaged by the Supplier under contracts of service and that no Consultant is (or will be, at any time during this term of this Agreement) be engaged as a sole trader or otherwise on a contract for services or self-employed basis or as a member of a partnership;
- (vii) in its capacity as the Consultants' employer all remuneration paid by it to the Consultant(s) shall be paid subject to PAYE tax and Class 1 National Insurance Contributions (primary and secondary). The Company acknowledges that dividend distributions to Consultant(s) shall not be regarded as "remuneration" for the purposes of this sub-clause;
- (h) if the Supplier receives any notice or communication which suggests that UK PAYE tax or National Insurance has not been properly deducted and accounted for to HM Revenue & Customs by the Supplier or any relevant intermediary with which the Supplier deals, the Supplier shall, to the extent permitted by law, immediately notify the Company and if appropriate (to be decided in the Company's sole discretion) the parties shall work together in good faith to resolve the issue (which shall not constitute any admittance of liability for any reason by the Company). The Supplier shall indemnify the Company for all Losses incurred by the Company as a result of such investigation.
- (i) the Supplier shall provide the Company with all information reasonably requested by the Company so that the Company can fulfil its legal reporting requirements in respect of payment information required by HMRC in respect of each Consultant. The Supplier warrants that all such information will be accurate and complete when provided.
- (j) the Supplier agrees that the Company may audit the Supplier during normal business hours on reasonable notice to verify the Supplier's compliance with the terms of this Agreement. The Supplier shall provide the Company with all reasonable co-operation, and shall allow the Company to have access to and take copies of the Supplier's records and documentation, in respect of such audit.
- (k) the Supplier shall, throughout the Assignment be covered by the appropriate insurances and supply the Company with evidence of cover on request;
- (l) the Supplier/Consultant shall, subject to working towards meeting the Client's objectives, determine generally how the Services shall be supplied. The parties acknowledge and agree that the Supplier is engaged on the basis that its Consultant will perform the Services as an independent contractor not supervised or directed by the Client;
- (m) the Supplier warrants that it operates on a business to business basis such that the supply it makes under this Agreement is one of independent professional consultancy services to the Company and the Client as customers of its business with the Client not having supervision, direction or control of how the Services shall be supplied. Accordingly, the Supplier agrees that it does not intend or regard the supply of Services made under this Agreement to fall within the scope of the AWR or the Intermediaries Legislation. The Supplier shall notify the Company in writing forthwith if, in its or the Consultant's opinion, the nature of the Services or the Assignment change (for example, if the Client assumes a supervisory and/or directional role in relation to the Consultant). Upon receipt of such notification the Company reserves the right to terminate the Agreement by notice with immediate effect without liability. The Supplier shall indemnify the Company (and/or, as the case may be, the Client) against any Losses arising from failure to notify the Company of any change in the nature of the Services from that represented by the Supplier to the Company, and as intended by the parties, as at the Start Date including, without limitation, any claim by

## LIMITED COMPANY WORKER TERMS

the Consultant that they are entitled to rights as an agency worker under the AWR; and

(n) the Supplier shall indemnify the Company (or, as the case may be, the Client) from and against any Losses which the Company (or, as the case may be, the Client) may suffer or incur as a result of the failure of the Supplier to comply with any of the representations, warranties and/or undertakings in this clause 4 including, without limitation, Losses which they would not have suffered or incurred but for:

(i) the Supplier or the Consultant claiming to be; and/or

(ii) some official, public body or authority for any purpose regarding the Supplier or the Consultant as,

an employee or worker of, or under the supervision, direction or control of, the Company (or, as the case may be, the Client) or otherwise entitled to any rights or benefits that employees or workers enjoy.

The Supplier hereby acknowledges that with effect from 6 April 2017 the Off-Payroll IR35 Legislation must be considered in respect of all supplies made by personal service company contractors to Public Sector end clients. Due to uncertainties around whether assignments will fall to be assessed as being Inside IR35 or Outside IR35 the Company reserves the right to terminate the [Assignment] in accordance with clause [ 4.8 ] below and, subject to Client approval, to offer to re-issue a new assignment on an adjusted Net Fee basis.

4.3 The Supplier hereby acknowledges and agrees that with effect from 6 April 2017 the Off- Payroll IR35 Legislation must to be considered in respect of all supplies made by personal service company contractors to Public Sector end clients. Accordingly, the Supplier warrants and undertakes that:

(a) where the Assignment is with a Public Sector Client, it has assessed whether the circumstances under which the Consultant will provide the Services under the Assignment fall Inside IR35 or Outside IR35 ("IR35 Assessment") and that it has prior to the commencement of the Assignment, provided a pdf copy of such IR35 Assessment to the Company;

(b) it (and it shall procure that the Consultant shall) prior the Assignment Start Date and at any time during the Assignment, cooperate with all requests, processes and/or checks as the Company may reasonably require to assist the Client's IR35 assessment;

(c) ensure that all such information it (and/or the Consultant) provide(s) as part of the IR35 Assessment or Company (or third party) checklist, questionnaire, request for information or otherwise shall be accurate, up to date and complete;

(d) notify the Company immediately if the Supplier/Consultant has reason to believe that the nature of the Services or the Assignment and/or its IR35 status has changed, or will change.

4.4 The Company will, based on the outcome of the Client's IR35 status assessment, the IR35 Assessment and any other information it reasonably regards as being relevant to the assessment, decide whether the circumstances under which the Consultant provides/will provide the Services under the Assignment fall Inside IR35 or Outside IR35. The Company will act reasonably in reaching its decision but its decision will be final.

4.5 The Company reserves the right to pay the Consultant on a "deemed payment" (as defined under the Off-Payroll IR35 Legislation) basis net of deduction of PAYE and Class 1 primary National Insurance Contributions if the Client assessment concludes that the Assignment falls Inside IR35 and/or where it is unclear from the assessment information provided to the Company whether the circumstances under which the Consultant will provide the Services under the Assignment fall Inside IR35 or Outside IR35. Where this is the case the Fee will be

## LIMITED COMPANY WORKER TERMS

reduced to allow for the relevant statutory payments (including Employer's National Insurance Contributions and the Apprenticeship Levy) and deductions to be made by the Company and the PSC will receive a Net Fee.

4.6 The Consultant shall be free to challenge the Net Fee basis of payment with HMRC and the Company will provide reasonable co-operation to the Consultant in this regard.

4.7 The Company will, upon receipt of and to the extent of any refund(s) it receives from HMRC or other relevant authority in respect of payments made by the Company in respect of Employer's National Insurance Contributions and/or Apprenticeship Levy relating to fees paid to the Consultant on a Net Fee basis under this Agreement, pass on the benefit of any such refund to the PSC less the Company's reasonable administration costs.

4.8 The Company will be entitled to terminate this Agreement by notice to the Supplier with immediate effect if it has reasonable grounds to believe that the circumstances under which the Services are provided and/or the nature of the Assignment have changed and/or require re-assessment.

4.9 The Consultant shall indemnify the Company in respect of any Loss the Company suffers as a result of any breach of the warranties in clause 4.3 above.

4.10 If either the Company or the Consultant receives any notice or communication from HMRC or any other regulatory body querying the Supplier's IR35 status in relation to the Assignment, the party who has received the notice or communication shall immediately notify the other party and if appropriate, (to be decided in the Company's sole discretion) the parties shall work together in good faith to resolve the issue (which shall not constitute any admittance of liability for any reason by the Company).

4.11 The Company shall be entitled to withhold from any payment due to the Supplier under this Agreement any sum that it may in its reasonable opinion be or become liable to pay in respect of income tax or national insurance relating to Consultants or workers supplied via the Supplier including any such liability under the Intermediaries Legislation, the Expenses Legislation and/or IR35 and shall release such sum to the Supplier on provision of, and to the extent of, such evidence from Supplier as the Company shall reasonably require that such liability shall not arise.

4.12 The Supplier shall promptly supply to the Company at the end of each month (or other period from time to time required by the Company) confirmation in writing as follows:

- (a) the names of all Consultants or workers who have worked on provision of the Services for the Supplier in that month and such information as the Company may require relating to such workers under the Intermediaries Legislation and/or the Reporting Regulations;
- (b) in relation to any such Consultant/worker who operates via a personal service company, up to date documentary evidence that such company is registered at Companies House and its Consultants/worker(s) is/are paid in the United Kingdom;
- (c) in relation to any such Consultant/worker who is supplied to the Supplier via an umbrella company or other intermediary, confirmation and documentary evidence that such company or intermediary has accounted fully for PAYE and NICs in respect of payments to the Consultant/worker and has paid the Consultant/worker's remuneration in the United Kingdom.

4.13 The Supplier warrants covenants and undertakes that the confirmation and documentary evidence supplied for the purposes described above shall be full and accurate and it agrees that a nil response shall constitute confirmation that there are no workers to whom the Intermediaries Legislation shall apply and it shall indemnify the Company in respect of any loss it suffers as a result of any documentation or evidence not being full, accurate or supplied in good time.

## LIMITED COMPANY WORKER TERMS

### 5. Confidentiality

#### 5.1 The Supplier shall:

- (a) keep confidential all information relating to the Company's, the Client's or any End User's business and affairs (including, for the avoidance of doubt, Payment Rates) ("Confidential Information") which may become known to it in connection with the supply of the Services or this Agreement;
- (b) not use any Confidential Information except for the purposes of performing the Services;
- (c) without delay enter into any and all assignments of intellectual property rights (relating to the Work Results) or confidentiality undertakings that the Company or the Client may require it to enter into;
- (d) not without the Client's express written permission remove from the Client's premises any material containing any Confidential Information; and
- (e) on request, return to the Company (or any other entity as the Company may direct) all material in its or the Consultant's possession or control and belonging to the Client or the Company and/or containing Confidential Information.

5.2 The Supplier shall at the request of the Company, execute and do all acts and things reasonably necessary to enable the Company (or the Company's nominee) to apply for and obtain protection for the Work Results in any and all countries and to vest title to the Work Results in the Company (or the Company's nominee) absolutely.

5.3 The Supplier hereby assigns to the Company (or the Company's nominee) all present and future intellectual property rights in or relating to the Work Results including, without limitation, the right to sue for past infringements.

5.4 The Supplier shall from time to time do all such acts and things and sign all such documents (without cost to the Company or the Client) at the request of the Company as may be necessary to perfect the assignments referred to in clauses 5.2 and/or 5.3.

### 6. Protection of the Company's business

6.1 [Only applicable if the Conduct Regulations do not apply] The Supplier shall procure that neither the Consultant nor any substitute shall alone or jointly with another or others in any capacity and whether or not for his benefit and whether directly or indirectly either during the term of this Agreement or for a period of 6 calendar months after the date of termination or expiry of this Agreement:

- (a) enter into (or approach with a view to entering into) a similar contract of service contract or for services:
  - (i) direct with the Client; or
  - (ii) with any member of the Client's Group; or
  - (iii) with any other person for whom, or with whom, the Supplier and/or the Consultant had material contact in the course of its, his or their supply of the Services at any time either in the 6 months prior to such termination or expiry or during the term of this Agreement if such term is a period of less than 6 months;
- (b) enter into a contract or other form of agreement with a person other than the Company for the supply of services to the Client or any member of the Client's Group.

## LIMITED COMPANY WORKER TERMS

(c) induce (or seek to induce) the Client to engage the services of any other person in competition with the Company; or

(d) induce (or seek to induce) to leave, or cease performing service(s) for any member of the Company's Group or of the Client's Group, any contractor or employee of any member of the Company's Group or of the Client's Group with which or with whom the Supplier or the Consultant had material contact in the course of its or their supply of the Services at any time either in the 6 months prior to such termination or expiry or during the term of this Agreement if such term is a period of less than 6 months.

### 7. Termination

7.1 This Agreement shall automatically expire at close of business on the End Date save that if the Assignment has not been completed by the End Date and the Client has confirmed to the Company that it wishes to extend the Assignment expiry shall be upon the date of actual completion of the Assignment as notified by the Client to the Company.

7.2 This Agreement may be terminated prior to the End Date:

(a) by the Company by notice with immediate effect if (or, for the purpose of clause (vii) below only, by the same period of notice as the Company receives from the Client, less one day):

(i) the Supplier is in breach of any term of this Agreement, which is, in the reasonable opinion of the Company, incapable of being remedied; or, where such breach is in the opinion of the Company capable of being remedied, the Supplier fails to remedy such breach to the Company's satisfaction and at no additional cost to the Company (or the Client) within five Business Days after an earlier notice requiring it to do so;

(ii) without prejudice to the generality of the foregoing, the Supplier fails to return completed signed timesheets in accordance with the provisions of clause 2.1(b);

(iii) the Company shall become unable to commence, continue or completely perform its obligations under this Agreement by reason of Force Majeure affecting the Company and/or the Client;

(iv) the Supplier or the Consultant has in relation to this Agreement committed an act or omission of dishonesty, incompetence or negligence; or is convicted of any indictable criminal offence (other than, where the Services do not require the Consultant to drive, a road traffic offence for which a penalty of imprisonment is not imposed); or becomes bankrupt, applies for, or has made against it or him, a receiving order or makes any composition with its creditors or an administration order or order is made or resolution passed for the winding up of the Supplier;

(v) the Company receives or obtains information which gives the Company reasonable grounds to believe that the Supplier and/or the Consultant is/are unsuitable to provide services for the Client; or, if the information indicates that the Supplier and/or the Consultant may be unsuitable, the Company has reasonable grounds to believe that the Supplier and/or the Consultant is/are unsuitable after the Company has made such enquiries as are reasonably practicable as to such suitability;

(vi) in accordance with clause 8.2, a substitute consultant is not accepted by the Company, or a substitute consultant is not available;

(vii) for any reason the Client:

## LIMITED COMPANY WORKER TERMS

- (A) terminates its corresponding agreement with the Company; or
- (B) cancels its requirement for the Services prior to the Start Date,

in relation to the provision of the Services by the Supplier or requests that the Consultant be removed or replaced as consultant, and, for the avoidance of doubt, the Company shall incur no liability for Losses in connection with any such termination;

- (viii) the Supplier fails to provide to the Company any information requested by the Company on or prior to the Start Date or otherwise requested by the Company under this Agreement;
- (ix) the Company has reason to believe that the Client will not meet its payment obligations;
- (x) if the Supplier and/or the Consultant are asked to undertake work for which it/he is not suitably qualified;
- (xi) the Company has reason to believe that the nature of the Services or the Assignment has changed pursuant to clause 4.1(m);
- (xii) if there is a change to IR35 such that responsibility for assessing the Supplier/Consultant's IR35 status is transferred to the Company.

7.3 Termination or expiry of this Agreement shall be without prejudice to the rights of the Company and/or the Client arising directly or indirectly out of the acts and/or omissions of the Supplier and/or the Consultant prior to, in connection with or as a result of such termination or expiry.

7.4 Without prejudice to clause 7.2 the Supplier shall indemnify the Company from and against any Losses for which the Company may be liable under the terms of its contract(s) with the Client and which arise as a direct or indirect result of the negligence of or breach of this Agreement by the Supplier.

## 8. Details and identity of Consultant

### 8.1 The Supplier warrants:

- (a) the correctness of the information supplied to the Company in any Application Documents;
- (b) that the Consultant has the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law or by any professional or regulatory body for the Consultant to possess in order to perform the Services; and the Supplier shall, at the request of the Company, provide confirmation of the identity of the Consultant and written references and co-operate in any checks in relation to experience, training, qualifications and authorisations relevant to the performance of the Services;
- (c) that the Consultant has no criminal convictions which would reasonably affect the Company's and/or the Client's decision to allow the Consultant access to the Location(s), the Client's Systems or to provide the Services;
- (d) [Only applicable if the Conduct Regulations do apply] that it has received confirmation from the Consultant that he is willing (or would be so willing if it were an individual) to work in the position the Client seeks to fill (to the extent that it is accurate to describe the provision of the Services under this Agreement as "working in a position");

## LIMITED COMPANY WORKER TERMS

(c) induce (or seek to induce) the Client to engage the services of any other person in competition with the Company; or

(d) induce (or seek to induce) to leave, or cease performing service(s) for any member of the Company's Group or of the Client's Group, any contractor or employee of any member of the Company's Group or of the Client's Group with which or with whom the Supplier or the Consultant had material contact in the course of its or their supply of the Services at any time either in the 6 months prior to such termination or expiry or during the term of this Agreement if such term is a period of less than 6 months.

### 7. Termination

7.1 This Agreement shall automatically expire at close of business on the End Date save that if the Assignment has not been completed by the End Date and the Client has confirmed to the Company that it wishes to extend the Assignment expiry shall be upon the date of actual completion of the Assignment as notified by the Client to the Company.

7.2 This Agreement may be terminated prior to the End Date:

(a) by the Company by notice with immediate effect if (or, for the purpose of clause (vii) below only, by the same period of notice as the Company receives from the Client, less one day):

(i) the Supplier is in breach of any term of this Agreement, which is, in the reasonable opinion of the Company, incapable of being remedied; or, where such breach is in the opinion of the Company capable of being remedied, the Supplier fails to remedy such breach to the Company's satisfaction and at no additional cost to the Company (or the Client) within five Business Days after an earlier notice requiring it to do so;

(ii) without prejudice to the generality of the foregoing, the Supplier fails to return completed signed timesheets in accordance with the provisions of clause 2.1(b);

(iii) the Company shall become unable to commence, continue or completely perform its obligations under this Agreement by reason of Force Majeure affecting the Company and/or the Client;

(iv) the Supplier or the Consultant has in relation to this Agreement committed an act or omission of dishonesty, incompetence or negligence; or is convicted of any indictable criminal offence (other than, where the Services do not require the Consultant to drive, a road traffic offence for which a penalty of imprisonment is not imposed); or becomes bankrupt, applies for, or has made against it or him, a receiving order or makes any composition with its creditors or an administration order or order is made or resolution passed for the winding up of the Supplier;

(v) the Company receives or obtains information which gives the Company reasonable grounds to believe that the Supplier and/or the Consultant is/are unsuitable to provide services for the Client; or, if the information indicates that the Supplier and/or the Consultant may be unsuitable, the Company has reasonable grounds to believe that the Supplier and/or the Consultant is/are unsuitable after the Company has made such enquiries as are reasonably practicable as to such suitability;

(vi) in accordance with clause 8.2, a substitute consultant is not accepted by the Company, or a substitute consultant is not available;

(vii) for any reason the Client:

## LIMITED COMPANY WORKER TERMS

- (A) terminates its corresponding agreement with the Company; or
- (B) cancels its requirement for the Services prior to the Start Date,

in relation to the provision of the Services by the Supplier or requests that the Consultant be removed or replaced as consultant, and, for the avoidance of doubt, the Company shall incur no liability for Losses in connection with any such termination;

- (viii) the Supplier fails to provide to the Company any information requested by the Company on or prior to the Start Date or otherwise requested by the Company under this Agreement;
- (ix) the Company has reason to believe that the Client will not meet its payment obligations;
- (x) if the Supplier and/or the Consultant are asked to undertake work for which it/he is not suitably qualified;
- (xi) the Company has reason to believe that the nature of the Services or the Assignment has changed pursuant to clause 4.1(m);
- (xii) if there is a change to IR35 such that responsibility for assessing the Supplier/Consultant's IR35 status is transferred to the Company.

7.3 Termination or expiry of this Agreement shall be without prejudice to the rights of the Company and/or the Client arising directly or indirectly out of the acts and/or omissions of the Supplier and/or the Consultant prior to, in connection with or as a result of such termination or expiry.

7.4 Without prejudice to clause 7.2 the Supplier shall indemnify the Company from and against any Losses for which the Company may be liable under the terms of its contract(s) with the Client and which arise as a direct or indirect result of the negligence of or breach of this Agreement by the Supplier.

## 8. Details and identity of Consultant

### 8.1 The Supplier warrants:

- (a) the correctness of the information supplied to the Company in any Application Documents;
- (b) that the Consultant has the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law or by any professional or regulatory body for the Consultant to possess in order to perform the Services; and the Supplier shall, at the request of the Company, provide confirmation of the identity of the Consultant and written references and co-operate in any checks in relation to experience, training, qualifications and authorisations relevant to the performance of the Services;
- (c) that the Consultant has no criminal convictions which would reasonably affect the Company's and/or the Client's decision to allow the Consultant access to the Location(s), the Client's Systems or to provide the Services;
- (d) [Only applicable if the Conduct Regulations do apply] that it has received confirmation from the Consultant that he is willing (or would be so willing if it were an individual) to work in the position the Client seeks to fill (to the extent that it is accurate to describe the provision of the Services under this Agreement as "working in a position");

## LIMITED COMPANY WORKER TERMS

8.2 |

- (a) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption ("Anti-Bribery Laws"), including without limitation the Bribery Act 2010;
- (b) not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;
- (c) not do, or omit to do, any act that will cause the Company to be in breach of the Anti-Bribery Laws; and
- (d) promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Supplier and/or the Consultant in connection with the performance of this Agreement.

8.3 The Supplier and/or the Consultant shall promptly notify the Company if, at any time during the term of this Agreement, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 10.2.

8.4 Breach of this clause 10 shall be deemed a material breach of this Agreement.

8.5 The Supplier and the Consultant shall indemnify the Company against any Losses incurred by the Company as a result of any breach of this clause 10 by the Supplier and/or the Consultant (including any consequential loss or damage).

## 9. General

9.1 [Only applicable if the Conduct Regulations do apply] For the purposes of the Conduct Regulations the Company shall operate as an employment business in relation to the Supplier (except where any permanent placement results from the Company's introduction(s) to the Client, in which case the Company shall act as an employment agency). The Company is prohibited by the Employment Agencies Act 1973 from charging the Supplier a fee for introducing the Supplier to the Client.

9.2 This Agreement (and any undertaking given by the Consultant to the Company and any Opt Out notice given by the Supplier and the Consultant to the Company) constitutes the entire agreement between the parties and supersedes all previous agreements and arrangements (if any) whether written, oral or implied between the Company and the Supplier and/or the Consultant relating to the Services and all such agreements still effective at the date of this Agreement (if any) shall (without prejudice to the rights of the Company arising prior to the Start Date in respect of prior breaches by the Supplier or the Consultant of which the Company is not aware) be deemed to have been terminated by mutual consent with effect from the Start Date but so that nothing in this clause 11.2 shall operate to exclude or limit the liability of any party in respect of fraud.

9.3 The Supplier acknowledges that, in entering this Agreement, it has not relied on any representations by the Company, the Client or the Consultant made before the execution of this Agreement other than those expressly set out in this Agreement.

9.4 This Agreement is personal to the Supplier and the Supplier shall not be entitled to assign or sub-contract its obligations or rights under this Agreement to any third party or (save in accordance with clause 8.2) to procure that the Services are performed by any person other than the Consultant. The Company shall, however, be entitled to assign this Agreement to any member of the Company's Group and, upon such assignment, without prejudice to the assignor's rights in respect of matters arising prior to such assignment; all references to the Company shall be deemed to refer to the assignee.

9.5 [Only applicable if the Conduct Regulations do apply] Any assignment of this Agreement by the Company in accordance with clause 11.4 shall be subject to the Supplier's prior consent (such consent not to be unreasonably withheld or delayed).

**LIMITED COMPANY WORKER TERMS**

9.6 No amendment to this Agreement is effective unless it is in writing and signed by or on behalf of each party by a person duly authorised by that party.

9.7 Any notice required to be given under this Agreement (including the delivery of any timesheet or invoice) shall be in writing signed by a person duly authorised by the sending party and delivered by hand, sent by facsimile, e-mail or prepaid first class post to the recipient at its fax number or address specified in this Agreement (or as otherwise notified from time to time to the sender by the recipient for the purposes of this Agreement).

9.8 This Agreement shall be governed by and construed in all respects in accordance with English law and the Courts of England and Wales shall have exclusive jurisdiction.

9.9 The restrictions contained in this Agreement are considered reasonable by the parties, but, if any such restriction is found void but would be valid if some part of the restriction were deleted, such restriction shall apply with such deletion as may be necessary to make it valid and effective.

9.10 Save as set out in clause 11.11 none of the provisions of this Agreement is intended to be for the benefit of, or enforceable by third parties (other than permitted assignees) and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

9.11 The Client shall be entitled to rely on and enforce the provisions of clauses 4.1(m) and 4.1(n) and the indemnities given by the Supplier in favour of the Client, notwithstanding that the Client is not a party to this Agreement.

10. Application of the Conduct Regulations to this Agreement

10.1 If, (as indicated in the Assignment Schedule) the Supplier and the Consultant have Opted Out of the Conduct Regulations in respect of the supply of the Services under this Agreement and such notice continues in effect and/or if the Consultant does not operate for and under the control of the Client (which the parties consider to be the case), then all clauses in this Agreement commencing “[Only applicable where the Conduct Regulations do apply]”, namely clauses 2.1(b)(iii), 3.5, 8.1(d), 11.1 and 11.5, shall not apply.

10.2 If (as indicated in the Assignment Schedule) the Supplier and the Consultant have not Opted Out; or such Opt Out ceases to have effect and/or if the Consultant does operate for and under the control of the Client (which the parties consider not to be the case), then all clauses in this Agreement commencing “[Only applicable where the Conduct Regulations do not apply]”, namely clauses 2.1(b)(ii), 3.3, 3.4 and 6.1, shall not apply.

Signed by [ ] on behalf of the Company ..... Director

Signed by [ ] on behalf of [ ] [Insert name of supplier company) ..... Director