

TERMS OF ENGAGEMENT FOR LIMITED COMPANY SUB-CONTRACTORS (CONTRACT FOR SERVICES) July 2019 RECITAL

The parties have agreed to enter into this contract to records the terms and conditions that shall

apply in connection with the delivery of the Services by the Subcontractor to the Company or to such other person or Company as may be agreed.

IT IS HEREBY AGREED as follows

1. INTERPRETATION

1.1 In this contract the following words shall, unless the context otherwise requires, have the following meanings:

AWR 2010 Assignment Schedule	Means the Agency Workers Regulations Means a letter or oral instruction from the Company to the Subcontractor outlining the terms of a specific assignment with as Client
Client	Means the company's clients for whom the Subcontractor may be asked to provide the services
Company Representative	Means Account Manager or such other person as appointed by the Company from time to time
Losses	Means all demands, claims, actions, proceedings, liabilities, damages, losses, costs and expenses (including legal and other professional costs)
SERVICES	Means the activities or duties specified in the Schedule to this contract and detailed in an Assignment Schedule
SUBSTITUTE	Means any substitute appointed by the Subcontractor under the terms of Clause 2.3
TAXES	Means any income tax, corporation tax, value added tax, social security or other tax or statutory charge relating to payments made to the Subcontractor under this contract (including any interest and penalties)

- 1.2 When denoting the masculine gender, words or expressions used therein shall, where appropriate, include the feminine and vice versa and when denoting the singular include the plural, and vice versa.**

- 1.3** References in this contract to clauses, sub-clauses, paragraphs and schedules are to clauses, sub-clauses, paragraphs and schedules of this contract unless stated otherwise.
- 1.4** References to any legislation shall be deemed to include any statutory amendment or re- enactment whenever made, any previous enactment consolidated in it and any regulation or order made under it.
- 1.5** The clause headings are for ease of reference only and shall not affect the construction or interpretation of this contract.
- 2. PROVISION OF THE SERVICES**
- 2.1** This contract constitutes the terms agreed between the Subcontractor and the Company for the supply of services to the Company from time to time and are deemed to be accepted by the Subcontractor on commencement of any assignment. Any offer of work by the Company which the Subcontractor accepts shall be treated as an entirely separate and severable assignment. The Company has no obligation to offer future assignments to the Subcontractor and if such an offer is made, the Subcontractor is not obliged to accept it. The fact that the Company has offered the Subcontractor work, or offers the Subcontractor work more than once, shall not confer any legal rights on the Subcontractor or any of the Substitutes and in particular, should not be regarded as establishing an entitlement to regular work or conferring continuity of employment.
- 2.2** This contract supersedes any other agreements or contracts between the Company and the Subcontractor in respect of any assignment or otherwise.
- 2.3** The Subcontractor is free to subcontract the services for any assignment or to engage or employ at the Subcontractor's own cost whatever suitably trained Substitutes that may be necessary to fulfil the assignment provided that the Company is provided with sufficient information to satisfy itself that the Substitutes have suitable skills and experience to provide the services. The Subcontractor shall remain liable to the Company for any work performed by any substitutes.
- 2.4** The Subcontractor agrees that nothing in this contract will render the Subcontractor nor any Substitute an officer, employee, worker or partner of the Company or any client. The Subcontractor will indemnify and keep indemnified the Company and any client from any losses arising from or connected with any claim by the Subcontractor or any Substitute that the Subcontractor or

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Substitute is an officer, employee, worker of a partner of the Company or any client.

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- 2.5 Pursuant to Regulation 3(2)(a)(b), it is agreed that the Agency Worker Regulations 2010 will not apply to this Contract for Services.**
- 2.6 The Subcontractor confirms that the Client to whom the services will be provided has been informed and accepted, that the Subcontractor may use a Substitute to fulfil the terms of the contract.**
- 2.7 During the term of each assignment which may be offered by the Company and accepted by the Subcontractor from time to time, the Subcontractor shall:**
- a) Provide the Company with progress reports to a Company Representative which may reasonably be requested from time to time;**
 - b) Comply with such health and safety and other regulations and directions as may be prescribed at the location in which the Subcontractor carries out the Services (and shall procure that any Substitute does the same);**
 - c) Notify the Company if the Subcontractor becomes insolvent, subject to a winding-up petition or bankruptcy order, has a receiver appointed over his property or makes a proposal to enter into any voluntary arrangement pursuant to the Insolvency Act 1986;**
 - d) Comply with all legal requirements relating to the payment of taxes in connection with payments to the Subcontractors and any substitute; and**
 - e) Subject to the above, remain independent of the Company and any Client and exercise due care and skill in undertaking any assignment.**
- 3 TIMESHETS/SELF BILLING/PAYMENTS**
- 3.1 The Subcontractor shall maintain an accurate timesheet detailing the number of hours worked.**
- 3.2 At the end of each week of any assignment, the Subcontractor shall delivered to the Client or the Company, as prescribed, a timesheet duly completed to indicate the number of hours worked by the Subcontractor and any Substitutes during the preceding week and signed by an authorised representative of the Client.**
- 3.3 The Subcontractor agrees to allow the Company to prepare invoices on its behalf and shall confirm to the Company whether the Subcontractor is registered for VAT.**

3.4 Invoices raised in accordance with this clause 3 shall, where applicable, constitute a VAT invoice

3.5 The Subcontractor will receive payment from the Company at the agreed rate for each hour worked less a reduction on account of the Company's margin and any deductions due to be made under the Construction Industry Scheme.

3.6 The Company will make a payment upon receipt of funds from the Client by electronic transfer into the nominated bank account details of which shall be provided by the Subcontractor.

3.7 For the avoidance of doubt, the Subcontractor will not receive payment for any hours where no services are provided.

3.8 The Subcontractor acknowledges and accepts that he is trading as a business undertaking and, as such, the Company will not pay Statutory Sick Pay, Holiday Pay and Statutory Maternity or Paternity Pay or contribute to or make available a pension scheme to the Subcontractor or any Substitutes.

3.9 The Company shall be under no obligation to make a payment in accordance with clause 3.5 if, at time the payment is otherwise due, the Subcontractor has failed to perform his obligations under clause 6.

3.10 The Subcontractor shall be responsible for any Taxes or National Insurance Contributions and any other amounts which may be due in respect of any payment received by the Subcontractor from the Company.

4 ASSIGNMENTS

4.1 The Subcontractor warrants that he and any Substitutes have the required level of skill and training necessary to perform the Services and are legally entitled to work at the location at which the Services are to be provided as may be agreed between the parties from time to time.

4.2 The Subcontractor shall ensure that he and any Substitutes maintain the skills, qualifications, certificates, licences and permits necessary to fulfil the Company's obligations to the Client.

4.3 Whilst acknowledging that the Subcontractor is independent and not subject to the control of the Company or any Client, the Subcontractor will co-operate (and will procure that any Substitutes will co-operate) with any reasonable requests from relevant parties to ensure that the Services are provided in an efficient and timely manner.

4.4 Details of the agreed rates and expected duration of each assignment will be agreed at the point of registration.

5. THE COMPANY'S OBLIGATIONS

5.1 The Company is obliged to undertake for and on its own account the following administration services in respect of the receipt of Services from the Subcontractor.

a) Liasing and contracting in its own name with Clients in respect of the services that will ultimately be subcontracted to the Subcontractor such that the Subcontractor does not contract with Clients directly; and

b) Calculating taxes and related information based on timesheets/invoices and other information provided by the Subcontractor, the Substitutes or a third party on the Subcontractor's behalf (which the Subcontractor warrants is accurate and complete at all times)

5.2 In accordance with HM Revenue & Customs guidance regarding verification under the

Construction Industry Scheme, the Company will verify the Subcontractor's payment

status, as appropriate based on the information provided. Payment will therefore either be made gross, under deduction at the standard rate (20%), or under deduction at the higher rate (30%) where the Subcontractor is not registered with HM Revenue & Customs for the Construction Industry Scheme.

5.3 The Company will supply to the Subcontractor a statement of deduction by 19th of the month following the end of the Income Tax month to which the payment relates.

5.4 The Company will not reimburse the Subcontractor for any expenses incurred in connection with the performance of the services.

6. THE SUBCONTRACTOR'S RIGHTS AND RESPONSIBILITIES

6.1 The Subcontractor does not have the right to enter into a contract with a Client on the

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Company's behalf or alter or terminate the Company's contract with a Client.

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- 6.2 In the event that faults or defects are found to be the responsibility of the Subcontractor or any Substitute, they will be made good at the Subcontractor's own expense or an amount will be deducted from any monies due to the Subcontractor, as the Company may determine.**
- 6.3 In the event that as Client's property becomes damaged in any way as a result of negligence on behalf of the Subcontractor or any Substitute, this will also be made good out of monies due to the Subcontractor.**
- 6.4 The Subcontractor shall use all reasonable care and skill in the provision of the Services.**
Any services undertaken by the Subcontractor which are not satisfactory and which are capable of correction must be corrected in the Subcontractor's own time and without charge to the Company.
- 6.5 The Subcontractor undertakes to indemnify and keep indemnified the Company and any Client against all losses incurred or suffered by the Company or any Client or any third party (whether direct or consequential) arising out of or in connection with any act or omission of the Subcontractor or any Substitute.**
- 6.6 The Subcontractor shall be responsible for the provision (at his own cost) of suitable tools and equipment as may be necessary for the proper provision of the services.**
- 6.7 The Subcontractor undertakes to indemnify and keep the Company indemnified in respect of such taxes or other amounts (including penalties and interest) which may be assessed on the Company or any Client by reason of any payment under or in connection with an assignment, together with any costs and expenses incurred by the Company or any Client in connection with any such assessment. The Company will be entitled to make a deduction in respect of any such claims from amounts due to the Subcontractor.**
- 6.8 The Subcontractor agrees that in no event shall the Company be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, loss of business, loss of customers, loss of profits, loss of data, loss of anticipated profits or loss of savings) of the Subcontractor or any person or organisation to whom the Subcontractor provides the services, even if the Company has been advised of their possible existence.**
- 6.9 Nothing in this contract shall operate to exclude or restrict the Company's liability for:**

- a) **death or personal injury resulting from the Company's negligence; or b) fraud, deceit, unlawful intent or gross negligence by the Company.**

- 6.10** The Company shall have no liability for errors made as a result of incorrect information provided by the Subcontractor or the Client to whom the Subcontractor provides the services. The Subcontractor warrants that any information provided by the Subcontractor or his representative to the Company is true and accurate.
- 6.11** The Subcontractor has the right to refuse to accept and assignment and shall incur no liability to the Company as a result. The Company also accepts that the Subcontractor may accept and perform assignments from other persons at any time.
- 6.12** The Subcontractor is acting as a Client or customer of the Company and/or the Company's Client in a genuine business relationship pursuant to Regulation 3(2)(a)(b) Agency Workers Regulations 2010. Accordingly, the Subcontractor or any Substitute supplied by the Subcontractor will not be an agency worker for the purposes of the AWR.

7. INSURANCE

The Subcontractor is responsible for ensuring that appropriate Public Liability Insurance cover is held the cost of which must be borne by the Subcontractor.

8. CONFIDENTIALITY

8.1 The subcontractor shall not, either during the continuance of this contract (otherwise than in the performance of the Services) or at any time after its termination, use, divulge or communicate to any person, and shall use his best endeavours to prevent the unauthorised publication, use or disclosure of, any trade secrets or other confidential information relating to the business or affairs of the Company, the Client, or of any person or organisation to whom the Services have been provided.

8.2 Clause 8.1 shall cease to apply to information which is required to be disclosed by the Subcontractor by law or which has come into the public domain otherwise than through the default of the Subcontractor.

9. TERMINATION

9.1 This contract may be terminated by the Subcontractor giving to the Company or, by the

Company giving to the Subcontractor not less than 24 hours' notice verbal or written.

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- 9.2 If the Subcontractor is unable to perform the Services for any reason, and a Substitute cannot be provided, the Company should be notified by the Subcontractor as soon as is reasonably practicable and in any event within 24 hours. In the event that a Substitute is not provided, the Company shall be entitled to immediately terminate the assignment but such termination shall not (subject to clauses 2, 4 and 6) affect the Subcontractor's right to receive all payments due up to and including the date of termination of the assignment.**
- 9.3 The parties acknowledge that the continuation of an assignment is subject to the continuation of the contract entered into between the Company and the Client for the provision of the Services to the Client. In the event that the contract between the Company and the Client is terminated for any reason then the assignment will cease with immediate effect without liability to the Company.**
- 9.4 The Company reserves the right to set off any monies owed to the Subcontractor for any losses incurred as a consequence of the Subcontractor failing to give adequate notice of termination as provided by this clause 9.**
- 10. AUTHORITY AND RELATIONSHIP OF THE PARTIES**
- 10.1 The Subcontractor shall not assume, create or incur any obligation or liabilities on behalf of the company or any Client save as specifically authorised by the Company in writing.**
- 10.2 The Subcontractor shall not at any time after the termination of this contract either personally or by a representative, directly or indirectly, represent himself as being in any way connected with or interested in the Company or its business or that of any client.**
- 11. NOTICES**
- 11.1 Any invoices, notices or other communication required to be given pursuant to the terms of this contract must be in writing and be delivered personally or be sent or transmitted by courier, cable, telex, email, facsimile or prepaid letter (airmail if to an address in another country) to the other party at its address or facsimile number set out below or such other address or number as may be notified for the purpose.**

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11.2 Notices which are sent or dispatched by first class shall be deemed to have been received by the addressee 2 business days after despatch and any given by fax or email in the ordinary course of transmission.

12. ENTIRE AGREEMENT

This contract together with any applicable Assignment Schedule issued by the Client constitutes the whole contract between the parties and may only be modified by written agreement of the parties.

13. GOVERNING LAW

This contract shall be governed and construed in accordance with the law of England and Wales. Each party hereby submits to the exclusive jurisdiction of the English courts as regards any claim, dispute or matter arising out of or in connection with this Agreement and its implementation and effect.

AS WITNESS of which the authorised representative of the Company and the Subcontractors have signed this contract on the day and year first above written.

<p>Signed</p> <p>Print Name</p> <p>Date</p> <p style="text-align: center;">THE SAID SUBCONTRACTOR</p>
