



Standard Terms & Conditions for Contractors

1. Interpretation

1.1. The following definitions apply in this Agreement

Client Property:

All documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the affairs or the Business of the Client or its or their customers and business contacts, and any equipment, keys, hardware or software provided for the Service Provider or the Individual's or any Substitute's use by the Client during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Service Provider or the Individual on the computer systems or other electronic equipment of the Client, the Service Provider or the Individual or any Substitute during the Engagement.

Confidential Information:

Information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Client for the time being confidential to the Client and trade secrets including, without limitation, technical data and know-how relating to the Business of the Client or any of its or their suppliers, customers, agents, distributors, shareholders, management or business contacts, including in particular (by way of illustration only and without limitation): information that the Service Provider or the Individual or any Substitute creates, develops, receives or obtains in connection with this Engagement, whether or not such information (if in anything other than oral form) is marked confidential and:

- The Client's customer accounts and transactions;
- The Client's staff accounts and transactions (including details of employees and any remuneration and other benefits paid to them);
- Internal Client practice, procedures and information relating to the dealings and commercial strategy of the Client including:
 - expansion plans, business strategy, marketing plans and revenue forecasts;
 - financial information, results and forecasts;
 - dealings, transactions and business affairs;
 - confidential information relating to tenders contemplated, offered or undertaken;
 - confidential information relating to any cleaning or maintenance service providers;
 - confidential reports or research commissioned by the Client; and
 - any information which the Service Provider and/or the Individual or any Substitute is expressly told is confidential.

Engagement:

the engagement of the Service Provider by the Client on the terms of this Agreement.

Intellectual Property:

patents, rights to Inventions, copyright and neighbouring and related rights,

Rights:

moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Invention:

any invention, idea, discovery, development, improvement or innovation made by the Service Provider or by the Individual or any Substitute in connection with the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

Services:

the services set out in the Schedule to this Agreement.

Substitute:

a substitute for the Individual appointed under the terms of clause 3.3.

Works:

all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Service Provider or the Individual or any Substitute in connection with the provision of the Services

- 1.2. The headings in this Agreement are inserted for convenience only and shall not affect its construction.
- 1.3. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.6. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.7. Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 2. Term of Engagement**
- 2.1 The Client shall engage the Service Provider and the Service Provider shall make available to the Client the Individual to provide the Services on the terms of this Agreement.
- 2.2 The Engagement shall commence on the Commencement Date and shall end on the Termination Date unless it is extended by mutual agreement or it is terminated earlier:
- 2.2.1 as provided by the terms of this Agreement; or
- 2.2.2 by either party giving to the other not less than one month's prior written notice.
- 3. Duties and obligations**
- 3.1 For the duration of the Engagement the Service Provider shall, and (where appropriate) shall procure that the Individual (or any Substitute) shall:
- 3.1.1 provide the Services at the Service Provider's offices or the agreed location with the client contact of the Client.
- 3.1.2 provide the Services with all due care, skill and ability and use its or his best endeavours to promote the interests of the Client:
- 3.1.3 behave and operate in an honest, ethical, professional and competent manner co-operating with others;
- 3.1.4 keep the Client informed of progress on the Services on a regular basis and on request from the Client;
- 3.1.5 liaise with the 3rd party, (or such other person as notified by the Client to the Service Provider from time to time) in connection with the delivery of the Services;
- 3.1.6 promptly give to the Client all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services or the Business of the Client; and
- 3.1.7 unless: (i) the Individual (or any Substitute) is prevented by ill health or accident; (ii) the Client agrees to the Individual (or any Substitute) taking a period of leave; or (iii) otherwise required by the Client and notified by the Client to the Service Provider, the Individual or any Substitute shall devote 5 Days a week to the carrying out of the Services.
- 3.2 If the Individual (or any Substitute) is unable to provide the Services due to illness or injury, the Service Provider shall advise the Client of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with clause 4 in respect of any period during which the Services are not provided for any reason.
- 3.3 The Service Provider may, with the prior written agreement of the Client, and subject to the following proviso, appoint a suitably qualified and skilled Substitute to perform the Services instead of the Individual, provided that the Substitute shall be required to enter into direct undertakings with the Client, with regard to confidentiality and that the Client, having carried out all reasonably necessary background checks, is satisfied that the Substitute is suitably qualified and skilled to perform the Services. If the Client agrees to the Substitute, the Service Provider shall continue to invoice the Client in accordance with clause 4 and shall be responsible for the remuneration of the Substitute.
- 3.4 The Service Provider shall use its reasonable endeavours to ensure that the Individual (or any Substitute) is available during Business Hours on reasonable notice to provide such assistance or information as the Client may require.
- 3.5 Unless the Service Provider or the Individual or any Substitute have been specifically authorised to do so by the Client in writing:
- 3.5.1 neither the Service Provider nor the Individual or any Substitute shall have any authority to incur any expenditure in the name of or for the account of the Client; and
- 3.5.2 the Service Provider shall not, and shall procure that the Individual shall not, hold itself out as having authority to bind the Client.
- 3.6 The Service Provider shall, and shall procure that the Individual and any Substitute shall, comply with all reasonable standards of safety and comply with the Client's health and safety procedures from time to time in force at any of the Client's premises at which the Services are provided and report to the Client any unsafe working conditions or practices. The Service Provider shall procure that the Individual and any Substitute shall comply with the Client's policies on smoking, substance misuse and equal opportunities.
- 3.7 The Service Provider shall, and shall procure that the Individual and any Substitute shall:
- 3.7.1 comply with all applicable laws, regulations, codes and sanctions;
- 3.7.2 without prejudice to the generality of clause 3.7.1, comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
- 3.7.3 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 3.7.4 comply with the Client's Anti-Bribery and Anti-Corruption Policy and the Client's Conduct Rules and codes of conduct, as the Client may update them from time to time ("Relevant Policies");
- 3.7.5 have and shall maintain in place throughout the term of this Agreement 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 Relevant Policies, and will enforce them where appropriate;	3.10.2	comply with the Client's Anti-Tax Evasion Policy as the Client may update it from time to time;
3.7.6	promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Service Provider or the Individual or any Substitute in connection with the performance of this Agreement;	3.10.3	have and shall maintain in place throughout the term of this agreement such policies and procedures as are reasonable in all the circumstances to prevent the facilitation of tax evasion by another person (including without limitation employees of the Service Provider and any Substitute), in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017;
3.7.7	immediately notify the Client if a foreign public official becomes an officer or employee of the Service Provider or acquires a direct or indirect interest in the Service Provider (and the Service Provider warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement);	3.10.4	promptly report to the Client any request or demand received by the Service Provider or the Individual or any Substitute from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 in connection with the performance of this Agreement;
3.7.8	ensure that all persons associated with the Service Provider or other persons who are performing services or providing goods in connection with this Agreement comply with this clause 3.7;	3.10.5	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 3.10; and
3.7.9	on request from the Client, certify to the Client in writing signed by an officer of the Service Provider, compliance with this Clause 3.7 by the Service Provider and all persons associated with it, including the Individual and any Substitute, and all other persons for whom the Service Provider is responsible under Clause 3.7.8. The Service Provider shall provide such supporting evidence of compliance as the Client may reasonably request; and	3.10.6	on request from the Client, certify to the Client in writing signed by an officer of the Service Provider compliance with this clause 3.10 by the Service Provider and all persons associated with it, including the Individual and any Substitute, and all other persons for whom the Service Provider is responsible under clause 3.10.5. The Service Provider shall provide such supporting evidence of compliance as the Client may reasonably request.
3.7.10	without prejudice to the generality of clause 3.7.1, comply with all applicable laws, regulations, codes and sanctions relating to modern slavery and human trafficking, including if applicable the Modern Slavery Act 2015. If the Service Provider is not required by law to comply with the Modern Slavery Act 2015, the Service Provider shall at all times implement and takes steps to ensure that it adheres to the nature and purpose of the act	3.11	Without prejudice to any other rights or remedies of the Client, the Client may terminate this Agreement immediately upon notice to the Service Provider in the event of breach of clause 3.10.
3.8	Without prejudice to any other rights or remedies of the Client, the Client may terminate this Agreement immediately upon notice to the Service Provide in the event of breach of clause 3.7.	4.	Fees
3.8.1	For the purpose of clause 3.7, the meaning of adequate procedures and foreign public official 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), section 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of clause 3.7, a person associated with the Service Provider includes any Substitute for the Individual.	4.1	The contract is based on a daily rate. The Client shall pay the Service Provider a pro-rata fee exclusive VAT, if applicable, for each business day spent providing the Services. On the last Business Day of each month during the Engagement the Service Provider shall submit to the Client an invoice which gives details of days which the Individual or any Substitute has worked, the Services provided and the amount of the fee payable (plus VAT, if applicable) for the Services during that month.
3.9	[not used]	4.2	In consideration of the provision of the Services, the Client shall pay each invoice submitted by the Service Provider in accordance with clause 4.1, within thirty days of receipt provided that the relevant Client contact has signed off the work delivered by the Service Provider.
3.10	The Service Provider shall, and shall procure that the Individual (and any Substitute) shall:	4.3	The Client shall be entitled to deduct from the fees (and any other sums) due to the Service Provider any sums that the Service Provider or the Individual may owe to the Client at any time.
3.10.1	not engage in any activity, practice or conduct which would constitute either: (i) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act; or (ii) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;	4.4	As independent contractors, the Service Provider, Individual and any Substitute are not entitled to any company benefits.
		5.	Expenses
		5.1	A cap of 15% of the contract fee will be made for expenses which will be charged on actuals The Client shall reimburse all reasonable expenses properly and necessarily incurred by the Service Provider or the Individual or any Substitute provided that: (a) such

	expenses have being preauthorised by the Client in writing; (b) such expenses have arisen in the course of the Engagement, and (c) subject to the Service Provider producing receipts or other appropriate evidence of payment. Such expenses may be added to the Service Provider's monthly invoice in accordance with clause 4.1. Subsistence costs and travel to the		individuals in connection with their dealings with the Client unless it is within the scope of their normal, specified responsibilities.
5.2	Client's premises are not claimable. If the Individual or any Substitute is required to travel abroad in the course of the Engagement, the Service Provider shall be responsible for any necessary insurances, inoculations and immigration requirements.	7.6	These obligations do not prevent any eligible individual from making a protected disclosure under the Employment Rights Act 1996.
		7.7	Without prejudice to any other rights or remedies of the Client, the Client may terminate this Agreement immediately upon notice to the Service Provide in the event of breach of this clause 7. The obligations in this clause 7 shall survive termination or expiry of this Agreement.
6.	Other activities	8.	Data Protection
6.1	Nothing in this Agreement shall prevent the Service Provider or the Individual or any Substitute from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during the Engagement provided that:	8.1	The Client will collect and process information relating to the Individual and any Substitute in accordance with the privacy notice which is available on its Intranet.
	6.1.1 such activity does not cause a breach of any of the Service Provider's obligations under this Agreement;	8.2	The Service Provider shall procure that the Individual and any Substitute consents to the Client holding and processing data relating to the Individual or any Substitute for legal, personnel, administrative and management purposes and in particular to the processing of any sensitive data (as defined by the General Data Protection Regulation) relating to the Individual or any Substitute including, as appropriate:
	6.1.2 the Service Provider shall not, and shall procure that the Individual and any Substitute shall not, engage in any such activity if it directly or indirectly relates to a business which is similar to or in any way competitive with the business of the Client without the prior written consent of the Client.	8.2.1	information about the Individual's or any Substitute's physical or mental health or condition in order to monitor sickness absence;
7.	Confidential Information and Client Property	8.2.2	the Individual's or any Substitute's racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; and/or
7.1	The Service Provider acknowledges that in the course of the Engagement it and the Individual will (and any Substitute may) have access to Confidential Information. The Service Provider has therefore agreed to accept the restrictions in this clause 7.	8.2.3	information relating to any criminal proceedings in which the Individual or any Substitute has been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.
7.2	The Service Provider shall not, and shall procure that the Individual and any Substitute shall not (except in the proper course of their duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use its best endeavours to prevent the publication and disclosure of) any Confidential Information. This restriction does not apply to:	8.3	The Service Provider consents (and shall procure that the Individual or any Substitute consents) to the Client making such information available to those who provide products or services to the Client such as advisers, regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of the Client or any part of its business.
	7.2.1 any use or disclosure authorised in advance in writing by the Client or required by a court of law or a regulatory authority such as the Prudential Regulation Authority or the Financial Conduct Authority; or	8.4	The Service Provider consents (and shall procure that the Individual and/or any Substitute consents) to the transfer of such information to the Client's business contacts outside the European Economic Area in order to further their business interests.
	7.2.2 any information which is already in, or comes into, the public domain otherwise than through the Service Provider's or the Individual's or any Substitute's unauthorised disclosure.	8.5	The Service Provider shall comply and shall procure that the Individual and any Substitute shall comply, with the Client's data protection policy and relevant obligations under the Data Protection Act 2018, any other applicable data protection laws and regulations and associated codes of practice when processing personal data relating to any employee, worker, customer, client, supplier or agent of the Client.
7.3	At any stage during the Engagement and upon its termination, the Service Provider will promptly on request return to the Client all and any Client Property in its or the Individual's (and any Substitute's) possession or control.	8.6	It is the Client's policy to comply with all laws and regulations regulating computers and manual data. The Service Provider shall not, and shall procure that the Individual and any Substitute shall not, expose the Client to any risk of infringement of such laws and regulations through careless practices with regard to the use of data or inappropriate or illegal use of software.
7.4	The Service Provider shall not, and shall procure that the Individual and any Substitute shall not, publish any literature, deliver any lecture or make any communication to the media on any matter relating to the Client, its business or to any matter with which the Client is concerned which could reflect on the organisation either directly or indirectly, unless it has received prior written permission from the Client. The Service Provider's obligations in this respect apply equally to the Client.	8.7	The Service Provider shall and shall ensure that the Individual and any Substitute comply with:
7.5	The Service Provider shall not, and shall procure that the Individual and any Substitute shall not approach any	8.7.1	the Client's Information Security Policy and all other Client policies notified to the Service Provider, Individual and/or any Substitute;

- 8.7.2 all applicable site-specific information security requirements relating to the Client's premises, as are notified to the Service Provider, Individual and/or any Substitute time to time;
- 8.7.3 the Service Provider's own internal information security policies and standards;
- 8.7.4 Information Security and Industry best practices; and
- 8.7.5 Information Security Standard - ISO27001 Certification or System and Organization Control (SOC2 Type2) report and NIST CSF compliant.
- 8.8 The Service Provider shall, and shall ensure that the Individual and any Substitute shall co-operate with any investigation or due diligence relating to information security which is carried out by or on behalf of the Client, including providing any information or material in its possession or control and implementing new security measures, to the extent reasonably requested by the Client.
- 8.9 The Service Provider shall, and shall ensure that the Individual and any Substitute shall, advise the Client as soon as it is aware of any information security breach or potential security breach which may affect the Services or the Client's reputation.
- 8.10 Where the Service Provider, the Individual or any Substitute is affected by a security breach or potential security breach, it shall and shall ensure that the Individual and any Substitute shall, take whatever action is necessary to minimise the impact of such event and prevent such events recurring. The Service Provider shall meet the cost of such action or preventative or corrective measures where the loss, damage or destruction or unauthorised access arises as a result of a breach by the Service Provider of its obligations under this Agreement.
- 8.11 Without prejudice to any other rights or remedies of the Client, the Client may terminate this Agreement immediately upon notice to the Service Provider in the event of breach of any of clauses 3.6 to 8.10 (inclusive).
- 8.12 The Service Provider, the Individual and any Substitute are only authorised to access relevant Client computers, systems or programs in connection with the Engagement for which permission in writing has been expressly provided by the Client. The Service Provider, the Individual and any Substitute are responsible for ensuring the safety and maintenance of any equipment assigned to them, and the security of software and data stored on this equipment. The Service Provider, the Individual and any Substitute should at all times keep personal passwords confidential. It is illegal to make copies of the Client's software or distribute it to unauthorised persons. Software issued by the Client for the Service Provider's, Individual's or any Substitute's use is licensed to the Client and is protected by copyright law. Any Client equipment used by the Service Provider, the Individual and any Substitute during the Engagement must be returned to the Client upon request in the exact same condition as initially provided and in any event upon termination of this Agreement.
- 9. Intellectual Property Rights**
- 9.1 The Service Provider warrants to the Client that it has obtained from the Individual and any Substitute a written and valid assignment of all existing and future Intellectual Property Rights in the Works and the Inventions and of all materials embodying such rights and a written irrevocable waiver of all the Individual's or any Substitute's statutory moral rights in the Works, to the fullest extent permissible by law, and that the Individual or any Substitute's has agreed to hold on trust for the Service Provider any such rights in which the legal title has not passed (or will not pass) to the Service Provider. The Service Provider agrees to provide to the Client a copy of this assignment on or before the date of this Agreement.
- 9.2 The Service Provider hereby assigns to the Client 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 Intellectual Property Rights in the Works and Inventions on trust for the Client.
- 9.3 The Service Provider undertakes to the Client:
- 9.3.1 to notify to the Client in writing full details of all Inventions promptly on their creation;
- 9.3.2 to keep confidential the details of all Inventions;
- 9.3.3 whenever requested to do so by the Client and in any event on the termination of the Engagement, promptly to deliver to the Client 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 its or the Individual's or any Substitute's possession, custody or power;
- 9.3.4 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 Client; and
- 9.3.5 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 Client
- 9.3.6 and confirms that the Individual has given written undertakings in the same terms to the Service Provider and that any Substitute shall give such written undertakings prior to delivering any Services under this Agreement.
- 9.4 The Service Provider warrants that:
- 9.4.1 it has 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 nor the Inventions;
- 9.4.2 it is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and
- 9.4.3 the use of the Works or the Intellectual Property Rights in the Works by the Client will not infringe the rights of any third party, and confirms that the Individual has given written undertakings in the same terms to the Service Provider and that any Substitute shall give such written undertakings prior to delivering any Services under this Agreement.
- 9.5 The Service Provider agrees to indemnify the Client and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Client, or for which the Client 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 Client during the course of providing the Services. The Service Provider shall maintain adequate liability insurance coverage, and ensure that the Client's interest is noted on the policy, and shall supply a copy of the policy to the Client on request. The Client may at its option satisfy such indemnity (in whole or in

- part) by way of deduction from any payments due to the Service Provider.
- 9.6 The Service Provider acknowledges that no further remuneration or compensation other than that provided for in this Agreement is or may become due to the Service Provider in respect of the performance of its obligations under this clause 9.
- 9.7 The Service Provider undertakes to execute all documents, make all applications, give all assistance and do all acts and things, and at any time either during, as may, in the opinion of the Client, be necessary or desirable to vest the Intellectual Property Rights in, and register or obtain patents or registered designs in, the name of the Client The Service Provider confirms that the Individual has given written undertakings in the same terms to the Service Provider and will ensure that any Substitute shall give such written undertakings prior to delivering any Services under this Agreement.
- 9.8 The Service Provider irrevocably appoints the Client to be its attorney in its name and on its behalf to execute documents, use the Service Provider's name and do all things which are necessary or desirable for the Client to obtain for itself or its nominee the full benefit of this clause.
- 9.9 The power of attorney granted at clause 9.7 is irrevocable and is given by way of security to secure the performance of the Service Provider's obligations under this Agreement and the proprietary interest of the Client in the relevant Intellectual Property Rights and so long as such obligations of the Service Provider remain undischarged, or the Client has such interest, the power may not be revoked by the Service Provider, save with the consent of the Client.
- 9.10 Without prejudice to clause 9.7, the Client may, in any way it thinks fit and in the name and on behalf of the Service Provider: (a) take any action that this agreement requires the Service Provider to take; (b) exercise any rights which this agreement gives to the Service Provider; and (c) appoint one or more persons to act as substitute attorney(s) for the Service Provider and to exercise such of the powers conferred by this power of attorney as the Client thinks fit and revoke such appointment.
- 9.11 The Service Provider undertakes to ratify and confirm everything that the Client and any substitute attorney does or arranges or purports to do or arrange in good faith in exercise of any power granted under clauses 9.7 to 9.9 (inclusive).
- 10. Insurance and liability**
- 10.1 The Service Provider shall have liability for and shall indemnify the Client for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from the provision of the Services.
- 10.2 The Service Provider shall at its own cost be solely responsible for taking out and maintaining in force, during the term of the Agreement and for such period as may be necessary thereafter, full and comprehensive policies of insurance covering the liabilities which may be incurred by the Service Provider arising out of the acts or omissions of the Service Provider, its personnel or its subcontractors, the Individual and any Substitute in connection with this Agreement ("Insurance Policies"). The Service Provider shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to the Client and that the level of cover and other terms of insurance are acceptable to and agreed by the Client.
- 10.3 The Service Provider shall notify the insurers of the Client's interest and shall cause the interest to be noted on the Insurance Policies together with a provision to the effect that, if any claim is brought or made by the Client against the Service Provider in respect of which the Service Provider would be entitled to receive indemnity under any of the Insurance Policies, the relevant insurer will indemnify the Client directly against such claim and any charges, costs and expenses in respect of such claim. If the relevant insurer does not so indemnify the Client, the Service Provider shall use all insurance monies received by it to indemnify the Client in respect of any claim and shall make good any deficiency from its own resources. If the loss is not covered by the Insurance Policies, the Service Provider remains liable for such loss, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement.
- 10.4 The Service Provider shall comply (and shall procure that the Individual and any Substitute appointed by it comply) with all terms and conditions of the Insurance Policies at all times.
- 10.5 Nothing in this Agreement:
- (a) shall limit or exclude the Service Provider's liability for:
- i. death or personal injury caused by its negligence, or the negligence of the Individual or Substitute; or
- ii. fraud or fraudulent misrepresentation;
- (b) shall limit or exclude the Service Provider's liability any indemnities provided in this Agreement.
- 10.6 The Client shall not be liable for under or in connection with this Agreement (whether arising in contract, tort, negligence, misrepresentation or otherwise) for:
- (a) indirect or consequential losses;
- (b) loss of goodwill or reputation;
- (c) loss of or failure to achieve anticipated savings; or
- (d) loss of profit, revenue or business.
- 10.7 The Client's total liability to the Service Provider, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to fees paid in accordance with clause 4 (Fees).
- 11. Termination**
- 11.1 Notwithstanding the provisions of clause 2.2, the Client may terminate the Engagement with immediate effect without notice and without any liability to make any further payment to the Service Provider (other than in respect of amounts accrued before the Termination Date) if at any time:
- 11.1.1 the Service Provider or the Individual or any Substitute commits any unprofessional behaviour affecting or that may affect the Business of the Client;
- 11.1.2 the Service Provider or the Individual or any Substitute commits any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful requests of the Client;
- 11.1.3 the Individual or any Substitute is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);

11.1.4	the Service Provider or the Individual or any Substitute is, in the reasonable opinion of the Client, negligent or incompetent or unprofessional in the performance of the Services;	such evidence of compliance as the Client may reasonably request.
11.1.5	the Individual or any Substitute is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984;	
11.1.6	the Service Provider makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the Service Provider;	
11.1.7	the Service Provider or the Individual or any Substitute commits any fraud or dishonesty or acts in any manner which in the opinion of the Client brings or is likely to bring the Individual, any Substitute, the Service Provider or the Client into disrepute or is materially adverse to the interests of the Client;	
11.1.8	the Individual or any Substitute is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of 10 days in any 52-week consecutive period;	
11.1.9	the Service Provider or the Individual or any Substitute commits any breach of the Client's policies and procedures; or	
11.1.10	the Service Provider or the Individual or any Substitute commits any offence under the Bribery Act 2010, the Criminal Finances Act 2017 and/or the Modern Slavery Act 2015; or	
11.1.11	the Service Provider or the Individual or any Substitute breaches the obligations contained in clause 3.7 or 3.10.	
11.2	The rights of the Client under clause 11.1 are without prejudice to any other rights that the Client might have at law to terminate the Engagement or to accept any breach of this Agreement on the part of the Service Provider as having brought the agreement to an end. Any delay by the Client in exercising its rights to terminate shall not constitute a waiver of these rights.	
12.	Obligations on termination	
12.1	On the Termination Date or at any time on request by the Client, the Service Provider shall, and shall procure that the Individual or any Substitute shall:	
12.1.1	immediately deliver to the Client all Client Property and original and copies of Confidential Information which is in its or their possession or under its or their control;	
12.1.2	irretrievably delete any information relating to the Business of the Client stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its or their possession or under its or their control outside the premises of the Client. For the avoidance of doubt, the contact details of business contacts made by the Individual or Substitute during the Engagement are regarded as Confidential Information, and as such, must be deleted from personal social or professional networking accounts; and	
12.1.3	provide a signed statement that it or they have complied fully with its or their obligations under this clause 12, together with	
13.	Status	
13.1	The relationship of the Service Provider (and the Individual and any Substitute) to the Client will be that of independent contractor and nothing in this Agreement shall render it (nor the Individual or any Substitute) an employee, worker, agent or partner of the Client and the Service Provider shall not hold itself out as such and shall procure that the Individual and any Substitute shall not hold themselves out as such.	
13.2	As an independent contractor, the Service Provider and the Individual and any Substitute will have control as to the manner in which the daily activities are performed, and the Service Provider accepts the responsibility for the proper provision of Services.	
13.3	This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Service Provider shall be fully responsible for and shall indemnify and hold harmless the Client any and all claims that may arise in respect of:	
13.3.1	any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by the Individual and/or any Substitute in respect of the Services, where such recovery is not prohibited by law. This includes all tax and national insurance contributions payable by law in the United Kingdom, including those arising from the IR35 legislation (also referred to as Off Payroll Working) for the Individual or Substitute to undertake work on behalf of the Client under the Agreement. Furthermore, the Service Provider will fully indemnify and hold the Client harmless from all and any fee that may occur in regard to any claim made by HMRC; and	
13.3.2	any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Individual or any Substitute against the Client arising out of or in connection with the provision of the Services.	
13.4	The indemnities provided under this Clause 13 shall not be subject to any limitation or exclusion of liability within this Agreement.	
13.5	The Service Provider warrants that it is not nor will it prior to the cessation of this Agreement, become a managed service company, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.	
14.	No mutuality of obligation	
14.1	The Client is under no obligation to offer further contracts for services to the Service Provider nor is the Service Provider under any obligation to accept such contracts for services, if offered. The Service Provider is not obliged to make its services available except for the performance of its obligations under this Agreement.	
15.	Searches	
15.1	In certain circumstances, the Individual and any Substitute must allow a representative of the Client (of the same sex) to conduct a search of his possessions and clothing for the purpose of ensuring that no property belonging to the Client or any of its employees	

is unlawfully removed from its premises. The Individual or any Substitute is entitled to an explanation as to why the search is taking place and it is agreed that the conduct of such a search does not constitute an allegation or admission of guilt of any wrongful conduct.

16. Force Majeure

16.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control including but without limitation:

- 16.1.1 fire, explosion, natural catastrophe;
- 16.1.2 civil disturbance, political interference;
- 16.1.3 strikes, lockouts or other industrial action; or in such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the Services has been delayed or failed to be performed. If the obligations under the Agreement cannot be performed for more than 10 Business Days, the Client may terminate the Agreement with an immediate effect.

17. Notices

17.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:

- 17.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 17.1.2 sent by email (in the case of the Client, or such other email addresses as notified by the Client to the Service Provider from time to time). Any notice or communication shall be deemed to have been received:
- 17.1.3 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

17.2 Any notice or communication shall be deemed to have been received:

- 17.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- 17.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;
- 17.2.3 if an email reply is received to the original email.

17.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18. Entire Agreement

18.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.2 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.

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

18.4 Nothing in this clause shall limit or exclude any liability for fraud, death or personal injury.

19. Variation

19.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

20. Counterparts

20.1 This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

21. Third party rights

21.1 Except as expressly provided elsewhere in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

21.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

22. Governing law

22.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

23. Jurisdiction

23.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).