

Company Contractor Services – PSC3

We are Newstaff Employment Services Limited of Alban House, 99 High Street, South Dunstable, Beds, LU6 3SF [trading as] (throughout “we”, “us”, “our” and “ours”) including, for the purposes of this agreement, our subsidiary companies (as defined by s.1159 Companies Act 2006) or associated bodies corporate (as defined by s.256 Companies Act 2006).

Introduction – please read this introduction and the agreement provisions below carefully before accepting these terms.

We are an employment business and provide temporary work for contractors with Clients of ours (“Our Services”). The arrangements and terms in this document involve our engagement of you under a contract for your services as a contractor supplied by us to one or more Clients from time to time. Please note that the terms in this document shall apply from the date of your acceptance of the work until the date the work ceases in each and every case.

You may choose, but are under no obligation, to opt out of the Regulations by signing the Opt Out Form set out below on this page. This document sets out the basis upon which we are willing to provide Our Services, which we confirm is at no charge to you. Please contact the consultant allocated to you by telephone or by using the email address provided, or use the default email address, being luton@newstaffemployment.co.uk

Your provision to us of personal information is your acknowledgement that you have read and understood our Privacy Notice which can be found at www.newstaffemployment.co.uk/privacy-policy

AGREEMENT AND ACCEPTANCE

In consideration of the mutual obligations set out herein you accept and agree Our Services in accordance with this agreement and the terms and conditions set out on the following pages in this document which you acknowledge you have fully read and understood. Note: You may accept this agreement in any of the ways listed below and you agree that your acceptance is provided upon the earlier of:

- your signature in the signature box below
- your oral or written (letter, email or fax) confirmation to us of your acceptance
- your request for us to find work for you or to register you on our database or to introduce you to a Client
- the provision by you of any work under a Proposal, and in this case acceptance shall also be of the Proposal, whether or not signed by you.

Section 1 - our services

1.0 We shall provide Our Services as follows:

- (a) we may from time to time search for opportunities for you to work with our Clients, and we shall inform you if we have found an opportunity that may at our sole discretion be suitable, which you can consider without any obligation
- (b) we may, where appropriate in each case, arrange an opportunity for you to meet a potential client and assist in concluding any negotiations but we offer no guarantee that an opportunity we inform you of will be capable of being progressed
- (c) the terms of each Assignment we arrange for you shall be as set out in this agreement and shall be subject to the terms of the relevant Proposal.

1.1 We shall process all Personal Data you provide to us, for example pursuant to Section 2, in accordance with our Privacy Notice.

Section 2 - your obligations – information

2.0 Correct information about your company service, work history and skillsets is critical to assist us in the provision of Our Services; accordingly you agree

- (a) to provide us with a full and accurate Company resume and/or curriculum vitae of the Representative if you have not already done so, details of VAT registration, and, if we shall request it, proper evidence of your entitlement to provide services in the United Kingdom or any such alternative jurisdiction in which a Contract Site may be located and any qualifications or certificates or other information reasonably required by us or a Hirer
- (b) to provide us with any information we reasonably request including but not limited to information
 - (i) required for tax reporting purposes (e.g. the NI number, date of birth or address of a Representative)
 - (ii) relating to the health of the Representative such that it may affect the Representative’s ability to perform tasks which are intrinsic to any aspect of Your Services that the Representative will be involved in
 - (iii) relating to any charges for criminal offences and undischarged criminal convictions
 - (iv) relevant to the decision of a Hirer to use your services including information that may result in the best interests of a Hirer being affected in any way
- (c) to promptly advise us of any change to any information previously provided and you warrant and undertake that all information you provide hereunder shall be full and accurate in all material respects
- (d) to the verification, retention and use by us or any third party interposed between us and a Hirer in respect of the provision of Your Services of all information and documents we obtain, either from you or from any other party relating to you, for any purpose relevant to this agreement including compliance with statutory or contractual information or reporting requirements
- (e) that clause 2.0(d) shall apply to information received by us both before and after commencement of any engagement we arrange
- (f) if we request references for a Representative, to provide us with names of suitable referees that you warrant are not Relatives as defined by the Regulations

Company Contractor Services – PSC3/cont.

- [(g) if a role requires that the Representative undertake any Disclosure and Barring Service (“DBS”) checks, you will provide the required documents and information upon request, and you acknowledge that an Assignment may not commence until the documents are provided and we have been able to complete all necessary checks under the DBS.]

Section 3 - obligations & restrictions

- 3.0 You agree that
- (a) your acceptance of a Proposal that we offer you shall be your acceptance of the work and the terms set out in the Proposal and your agreement for the Company to undertake the Assignment subject to and in accordance with this agreement
 - (b) whilst an Assignment does not normally include the duties of an office holder, you may agree to accept such duties directly with the Hirer in which event the Assignment shall include such duties.
- 3.1 It is acknowledged that the Hirer is your client or customer for all purposes in relation to work undertaken in completion of Your Services under an Assignment, accordingly the Company agrees that it shall
- (a) perform each Assignment
 - (i) professionally, promptly and efficiently using its own skill and expertise in good faith and with due care on the Contract Basis at the Contract Site throughout the Contract Period at all times being responsible for payment of its own expenses whether or not classified as Expenses
 - (ii) as it considers appropriate, using its own equipment where suitable, subject only to the proper requirements for Your Services; and abide by all applicable laws, and such rules and regulations and codes of practice of the Hirer as are relevant to independent contractors, and any Schedule requirements and Special Terms but not so that the Company’s discretion in providing Your Services is compromised
 - (b) promptly and without charge correct any defective works carried out by it as are notified to the Company by us no later than the Warranty Date specified in an Assignment
 - (c) immediately report in writing to us any deficiency by the Hirer in providing such information and facilities to the Company (including but not limited to health and safety) as are necessary to enable the Company to properly perform and deliver Your Services
 - (d) in the event that the Company is obliged to allow the Representative time off in order to comply with the Working Time Regulations 1998, as amended from time to time as a matter of professional courtesy notify the Hirer as soon as possible in order to allow the Hirer to arrange its work requirements during the period in which Your Services are suspended
 - (e) upon termination of each Assignment or on request from us or a Hirer deliver up all materials of the Hirer, or, as the case may be, End User, to the person who provided them and which are in the possession of the Company or the Representative.
- 3.2 The Company and separately the Representative shall
- (a) not during the period of an Assignment or thereafter for the longer of 6 months or a period equivalent to the total period of all Assignments within the last 2 years with the relevant Hirer either directly or indirectly (whether under a contract of services or contract for services or through any third party) provide any services to the Hirer in any capacity except by contract through us unless the Company shall first have paid to us a fee of 20% of the total remuneration including the value of benefits attributed by HM Revenue & Customs agreed to be paid or provided by the Hirer for the relevant period of provision of such services (but not exceeding 12 months) plus VAT
 - (b) not import any software onto the electronic or computer systems of a Hirer without the prior written consent of the Hirer
 - (c) not use any facilities provided to it/him/her by a Hirer for any purpose other than is authorised by a Hirer
 - (d) not at any time divulge or use for its/his/her own benefit any information capable of being confidential relating to the affairs business or business method of us or a Hirer or information received from us or a Hirer except that which is in the public domain or is trivial or obvious or authorised to be released or required by Court Order to be disclosed
 - (e) not in relation to the relevant Hirer during an Assignment or for 6 months thereafter act or do any act capable of being in competition with us and you acknowledge that you agree this clause as a result of the provision by us [or a Hirer] of confidential information to you
 - (f) not discuss with a Hirer the terms of this agreement or an Assignment except as strictly required for the Requirements or engage in work for any third party capable of being in conflict with the best interests of us or a Hirer without having first given to us and a Hirer notice of such conflict.
- 3.3 You agree at all times to act in good faith towards us and the Hirer and in particular you agree
- (a) to immediately notify us if the Representative
 - (i) ceases to be a director of, a shareholder of, or otherwise ceases to exercise control over, the Company
 - (ii) raises any issue or grievance relating to any Assignments, us or a Hirer, including but not limited to access to Hirer facilities, discrimination or any payments or terms to which the Representative believes they may be so entitled
 - (b) not to do or permit anything to be done which might cause or otherwise result in a breach by us or the Hirer of any applicable laws
 - (c) not to do anything that may be construed, or perceived by us, as bribery, whether intended for our or your own benefit (whether for the Representative or the Company); bribery is a serious offence and, without prejudice to any other remedy available to us, breach of this provision shall entitle us to terminate any Assignment and the agreement immediately without notice
 - (d) to pay the Taxes to the Tax Authorities and comply with all and any requirements for filing tax returns and providing information to Tax Authorities, and indemnify and keep us fully indemnified upon demand against any costs (including reasonable legal costs to defend any claim), claims, penalties or demands of us which may be made by the Tax Authorities or any of them in respect of non-payment of the Taxes whether or not justified
 - (e) ensure that appropriate Taxes are deducted and/or accounted for and shall not, by act or omission, allow the Company to become a managed service company or an MSC provider within the meaning of the MSC Rules

Company Contractor Services – PSC3/cont.

- (f) that if we should provide you with information containing details of a Client you will inform us promptly if, within 12 months of the provision of that information, you take up an engagement, either directly or indirectly, with the Client, or any person connected with a Client, together with details of the engagement
- (g) not, either during this agreement or for 6 months thereafter, or during or for 6 months after an Assignment with the relevant Hirer, either solicit or seek to solicit or entice respectively a member of our staff or staff of the Hirer, including temporary workers, agency workers and contractors, to become engaged by or through the Company or any organisation with which the Company or the Representative are involved.

Section 4 - payment

- 4.0 Unless the Requirements provide for payment at milestones or on deliverables, you must
 - (a) keep weekly written records of relevant time spent in providing Your Services to your Hirer, and, unless we have agreed with you any alternative methodology for capturing your work records (for example by upload to a website), at the end of each week have such records agreed and verified by a person authorised by the Hirer, and promptly (no later than 6 weeks) thereafter submit the verified records to us with any details of Expenses
 - (b) comply with any alternative methodology as referred to in clause 4.0(a).
- 4.1 If payment is at milestones or on deliverables, obtain as soon as possible and no later than 6 weeks after completion of the milestone or deliverable, written verification from a person authorised by the Hirer that the relevant milestone has been reached or deliverable made and submit such verification to us .
- 4.2 The following shall apply in relation to our self-billing arrangements:
 - (a) we shall raise invoices on your behalf, in respect of your supply of work to the Hirer, pursuant to clauses 4.0 and 4.1 only, and you will not raise invoices in respect of such supply. For the avoidance of doubt, any invoice you raise shall be invalid. This default self-billing arrangement shall continue for the duration of this agreement. It is a condition of self-billing that you inform us immediately of any changes to the Company's VAT registration number; changes in VAT registered status; changes to the Company's details or ownership, or if you sell your business, or part of your business
 - (b) subject to any other provision in this Section we shall pay the Company in accordance with the Payment Terms on self-billed invoices raised in accordance with clause 4.2(a) only save that we may as a set off deduct or withhold appropriate sums from payments due to you where we have suffered loss for which you are liable, or where we have made any payment which is not properly due to you.
 - (c) in order to facilitate our self-billing arrangement, the company shall enter into as separate self-billing agreement as required by us from time to time, and provide us with any information we reasonably request whether within a self-billing agreement, or otherwise in connection with our self-billing arrangements.4.3For the avoidance of doubt
 - (a) any deduction under clause 4.2(b) shall not be a withholding of payment due to you but shall be a lawful deduction on account of monies due from you to us and in the event that there are insufficient funds to withhold to account for the loss or we are for any reason unable to do so, you agree that the amount of our loss shall be repayable to us as a debt within 14 days of any request for payment from us
 - (b) you shall be responsible for conversion rates and transfer charges if payment is requested to be made in a foreign currency or by direct transfer to a non UK registered bank account.
- 4.4 We may withhold payment
 - (a) if in our sole opinion the Tax Regulations may apply, save that the withholding shall only be to the extent required to comply with those regulations
 - (b) for the relevant amount of our Fee or Expenses due to us from a Hirer if we do not receive, or we have proper reason to believe that we may not receive, payment from the Hirer.

Section 5 - data protection

- 5.0 Save where expressly agreed otherwise in writing, the capacity of each Party under this agreement shall be that of data Controller, and each Party shall be responsible for its own compliance with the Data Protection Laws.
- 5.1 Our Services may involve the provision by us of Personal Data including information relating to our staff or third parties with whom we have dealings in respect of Our Services; accordingly you agree
 - (a) to hold any Personal Data we provide securely, and confidentially and shall not use it or any part of it for any unlawful purpose, nor any purpose unrelated to the provision by us of Our Services, and specifically, you shall not
 - (i) provide the Personal Data to any person other than the person to whom we have submitted the Personal Data in the first place
 - (ii) include the Personal Data in any data or subsets of Personal Data nor use it for any marketing, advertising or other promotional purpose
 - (b) should any Representative be required to process Personal Data on behalf of a Hirer under an Assignment, you shall ensure that appropriate data sharing provisions are in place, (although we may provide assistance in this respect) and ensure that you, and procure that the Representative shall, comply with any reasonable request made by the Hirer to enter into an agreement with the Hirer in respect of that activity in order that Your Services are in compliance with the Data Protection Laws
 - (c) the information you have provided to us, including Personal Data, may be disclosed to third parties involved in the supply of Representatives with whom we may deal, and others with whom we deal, in order to comply with regulatory obligations and to meet our practical and legitimate interest in providing a professional service
 - (d) you shall co-operate with us in the event of any request by a Data Subject to enforce any rights under the Data Protection Laws, any complaint, or investigation by the Information Commissioner's Office or any other regulatory body or supervisory authority.

- 5.2 You warrant that
- (a) you will at all times comply with applicable Data Protection Laws in respect of any Personal Data provided by us to you
 - (b) you have appropriate technical and organisational measures within your organisation, including but not limited to measures which protect against the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data
 - (c) any Personal Data you provide to us will be lawfully obtained and compliant with the Data Protection Laws
 - (d) you have drawn the attention of any staff deployed by you to interface with us to our Privacy Notice.

Section 6 – warranties and undertakings

- 6.0 The Company warrants and undertakes that, and this warranty and undertaking are renewed on acceptance of each Proposal
- (a) an adequate description or scope of the Requirements has been given to it by, or shall within 1 day of the Commencement Date be obtained by it from, the Hirer and, by providing Your Services, the Company has the specialist contemporary skills and expertise to meet the Requirements and that it will at its own expense ensure, by training or otherwise, that any Representative is appropriately skilled for that purpose and shall undertake the work using the required standard of workmanship
 - (b) it has identified to us the person to be engaged by the Company for the purposes of initially performing Your Services on its behalf as the Representative and that the Representative has been so engaged for a period of not less than the respective Contract Period or, in the case of a person other than the named Representative, will be engaged for the relevant part of the respective Contract Period
 - (c) subject to clause 9.1, the Representative is a director of, a shareholder of, or in the case that the Company is a Limited Liability Partnership, a controlling partner of, and in any event controls, the Company
 - (d) the Representative has not been convicted of any criminal offence (other than road traffic offences) relevant to our decision to hire the Company to provide Your Services or the Hirer's decision to allow the Company or Representative access to its site or systems, information or property for the purposes of the Assignment, nor is any charge pending for such an offence
 - (e) it accepts that we are free to contract with a Hirer on any terms that we think fit in accordance with our own commercial practice
 - (f) all remuneration (as defined in the Tax Regulations) made to or receivable by any Representative or Substitute in consequence of providing Your Services constitute and are treated as employment income for income tax purposes
 - (g) unless otherwise disclosed to us, the Company is
 - (i) not a managed service company or an MSC provider within the meaning of the MSC Rules
 - (ii) registered, operating, and administering payroll in the UK, subject to UK tax legislation
 - (h) information provided to us by the Company or the Representative concerning the tax status of the Company, including the applicability of the MSC Rules to the Company and information relating to methods of payment or remuneration to the Representative or any Substitute, is full and accurate.
- 6.1 The Company also warrants that it is authorised as agent on behalf of the Representative to bind the Representative to this Section 6 and Section 7 and in agreeing these terms it agrees on behalf of the Representative that
- (a) in the event of breach of this agreement by the Company the Representative shall, for our commercial protection and that of the Hirer, upon receipt of a written request from us, perform or discharge the obligations of the Company due under or arising from this agreement
 - (b) the Representative shall comply with this Section 6 and Section 7
 - (c) the consideration for the agreement by the Representative to this clause 6.1 is the agreement between the Parties.
- 6.2 The Representative warrants that all information, warranties and undertakings by the Company are correct and that he or she accepts any obligations on the Representative as set out in this Section 6.
- 6.3 The Company agrees that it shall maintain during and for 12 months after an Assignment, insurance in accordance with the Insurance Requirement and provide to us evidence of such insurance upon request.

Section 7- indemnities

- 7.0 You acknowledge and agree that we shall rely on the warranties and information provided to us in accordance with clause 6.0 to determine whether we are required by the Tax Regulations to withhold amounts from payments due to the Company in order to account for any Taxes due in respect of a Representative or Substitute; accordingly you shall
- (a) indemnify us and keep us so indemnified for a period of 6 years from the end of the tax year to which any payments under this contract relate in respect of any loss, claim, penalty, fine or damages including costs arising from any claim by HMRC that we, or any party with whom we contract, are liable in accordance with the Tax Regulations or MSC Rules, for any Taxes due in respect of remuneration receivable by the Representative or Substitute
 - (b) co-operate fully with us and any Hirer in relation to any investigation by us, the Hirer or any regulatory body, including any Tax Authority which relates to either the provision of Your Services, the status of or payments to a Representative or Substitute or any of the provisions of this agreement, including but not limited to the provision of any information as may be required for the purpose of compliance with statutory or contractual obligations relating to the Tax Regulations.
- 7.1 You acknowledge and agree that as the Company is an independent supplier engaged under this commercial contract for services
- (a) neither it nor the Representative is employed by us or a Hirer, nor entitled to payment under this agreement for any period in which Services are not provided
 - (b) it is solely responsible for determining and making payment of all amounts due to a Representative, along with any applicable terms and conditions, including but not limited to the application of any applicable statutory provisions in relation to the Representative
 - (c) nothing in this agreement is intended to or shall imply a contract of employment between any two parties referred to in this agreement
 - (d) there is no implied restraint upon either the Representative or the Company in providing services to any other party so long as there is no conflict of interest

Company Contractor Services – PSC3/cont.

- (e) you shall procure that, subject to the obligations contained in this agreement, the Company and the Representative shall not integrate into the Hirer workforce or submit to control by a Hirer, and that
 - (f) this agreement does not confer any obligation upon any party to provide or accept further work during the course of an Assignment or in between Assignments.
- 7.2 You shall indemnify and keep indemnified us and the Hirer against any loss, costs, claims or demands arising from
- (a) any breach of this agreement or any negligent or unlawful act or omission by you causing loss to us or any third party, and
 - (b) any third party liability claim against us or the Hirer arising from any act or omission by you, and
 - (c) any claim by the Representative based upon an allegation that the Representative is an employee of ours or the Hirer, or an agency worker in relation to us or a Hirer, and
 - (d) any breach by you of relevant legislation including the Data Protection Laws
 - (e) and claim or allegation that the Representative has not received any payments or entitlements to which the Representative alleges a right, whether by virtue of their contract, statute or otherwise.

Section 8 - termination

- 8.0 Either you or we may terminate an Assignment
- (a) on or after the Commencement Date if a Notice to Terminate is specified for that party in the relevant Assignment upon giving to the other notice in writing of not less than the relevant period of notice, or
 - (b) immediately by giving notice if the other becomes insolvent within the meaning of the Insolvency Act 1986 or any amendment thereto, or has a winding up order made against it or it passes a resolution to wind up, or it enters into any arrangement with its creditors, or it passes a resolution to cease trading or actually ceases trading, or it is in material breach of any of the terms of this agreement or an Assignment (material breach including failure to make payment of any invoice for more than 28 days after the due date in accordance with the Payment Terms) without prejudice to any claim arising from any such breach.
- 8.1 An Assignment shall be terminated immediately
- (a) if we give notice to that effect in the event that you fail to provide information, references or testimonials requested prior to the Commencement Date, within 10 working days of the Commencement Date, or in our opinion the Company fails to provide a full and satisfactory service to a Hirer, or
 - (b) if the Supply Agreement is rejected prior to the Commencement Date, or is terminated for any reason
 - (c) if we form the opinion that the continuation of the Assignment or the Supply Agreement may be detrimental to you or our organisation, including but not limited to detriment from either reputational damage or additional costs as a result of changes to legislation.
- 8.2 For the avoidance of doubt as your relationship is with us a Hirer has no authority to, and may not, terminate an Assignment.
- 8.3 If in our sole opinion (which need not be reasonable) we consider that either the Hirer or the Company may not be able to or willing to perform its obligations to us, we may without prejudice to any other remedy available to us and without liability to the Company, either terminate or suspend this agreement at our sole discretion, in the case of suspension for such period as we consider appropriate but for not longer than 14 days; we shall promptly inform the Company, whether verbally or otherwise, of such termination or suspension.
- 8.4 The Company shall not be entitled to payment during any period of suspension nor any period when Your Services are not provided.
- 8.5 Subject only to earlier termination under this Section,
- (a) an Assignment will terminate upon the earlier of the Estimated Date or the End Date, stated in such Assignment, save that if the Requirements have not been completed by the Estimated Date termination shall be upon the date of actual conclusion of the Requirements, and the Company shall notify us in each case as soon as is practicable of the likely date of conclusion and upon actual conclusion
 - (b) this agreement will continue until terminated upon not less than one week's written notice by one party to the other, save that neither you nor we may give notice to cause termination of this agreement during any Assignment.

Section 9 - general

- 9.0 Rights existing in the method, technique and know-how of the Company shall remain the property of the Company. Subject thereto, the benefit of any work undertaken by the Company and the Representative on your behalf for a Hirer, including any copyright or intellectual rights of any kind in such work, shall be and shall remain the property of the Hirer, and you shall procure that any Representative will sign all documents reasonably required for verification of such rights.
- 9.1 You the Representative are the individual carrying on the Company business, and nominated by the Company to provide Your Services; the Company may arrange for Your Services to be provided by utilising a suitable substitute worker provided that it has our prior written agreement which agreement will not be withheld in the case of a suitably qualified person in respect of whom the Company has given warranties and undertakings identical to those contained in Section 6 except clause 6.0(c); the Company may not in those circumstances charge for any agreed lead in time; the Company may appoint us to locate a replacement or additional staff for you in accordance with our normal terms of business.
- 9.2 The Company shall pay any Substitute in accordance with all statutory and regulatory requirements and be solely responsible for providing the Substitute with the rights arising under applicable legislation; whilst we shall endeavour to provide you with such information as you reasonably require to comply with your obligations you agree that you will obtain all such information as is necessary for compliance where applicable from the Hirer.
- 9.3 Whilst we shall at all times act in good faith, other than during an Assignment, we have no obligation to provide you with any information or service other than as specifically, and to the extent, stated in this agreement or required by law. Specifically we do not guarantee that

any work will be found and we do not accept any liability if we do not locate any such work for you, nor do we guarantee that any work found will be suitable for you.

- 9.4 For the avoidance of doubt we are not a legal agent for the Hirer or for you and neither the Hirer nor End User is a legal agent for us, for any purpose.
- 9.5 As the Hirer is your client it has the benefit of your obligations in relation to the Hirer as set out herein in accordance with the Contracts (Rights of Third Parties) Act 1999; accordingly, you may be liable for any loss claimed where you are in breach of those obligations or if you have caused any damage to us or a Hirer through negligence or in breach of duty or otherwise to the Hirer; nothing in this clause shall affect your separate obligations to us specified in these terms.
- 9.6 Where your interests against a Hirer are protected by third party rights, as provided for in this agreement, by reason that the Hirer is the client or customer of yours in carrying on your business undertaking, you shall not pursue any claim against us but shall pursue your claim against the Hirer.
- 9.7 The Company acknowledges and accepts that
- (a) it owes work duties to a Hirer who has the benefit of Section 3 and may enforce the provisions in accordance with the Contracts (Rights of Third Parties) Act 1999
- (b) it has the benefit of any provision in the Supply Agreement relevant to the Hirer's obligations directly to you as your client or customer, but not further or otherwise; specifically you have no entitlement to payment from the Hirer in respect of Your Services which we shall pay in accordance with Section 4 herein.
- 9.8 As the Company has agreed the Requirements with a Hirer and given the warranty in clause 6.0(a) we shall not be liable for any loss or damages arising out of any misdescription of the Requirements or representation (including any misrepresentation or mistake) made by us or a Hirer to you and which may have induced you to enter into this agreement or to accept a Proposal.
- 9.9 We shall not be liable for any loss claimed by the Company other than in respect of our own breach of contract, unless expressly provided for by statute; in the event that either you the individual or the Company shall bring any claim against us which would be in breach of this provision, you shall fully indemnify us in relation to such claim including proper legal costs incurred by us; furthermore we shall not be liable for any loss
- (a) arising out of any representation made by a Hirer to you, or by us to you in good faith deriving from inaccurate information provided to us
- (b) for any action, tort or breach of contract by a Hirer
- (c) if work found for you is not suitable or for any failure by us to provide any information or service save to the extent strictly required by this agreement or by law.
- 9.10 Without prejudice to any other provision in this agreement our liability in any event, save for monies due for work done, shall be limited to direct loss only and shall not exceed £5,000 save where a limit is precluded by law.
- 9.11 No provision in this agreement is intended to, nor shall it, affect or prejudice any right you may have under any law relating to discrimination and you agree all the provisions of this agreement are reasonable.
- 9.12 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 9.13 We may assign our rights and obligations under this agreement but you may not do so without our prior written consent.
- 9.14 Each portion of this agreement, defined by punctuation, and paragraphs, is separate, distinct and severable and to give meaning to the intention of you and us the Court may modify any portion of this agreement that may otherwise be void; subject thereto any void portion may be severed, and the remaining provisions, including any such modified hereunder, shall continue in force.
- 9.15 Clauses intended to have effect following termination of this agreement or an Assignment shall survive such termination.
- 9.16 Any notice under the Agreement shall be in writing and sent to the addressee at the last known address, fax number or electronic mail address either, respectively, by first class post, or by email to a default specified email address. Where no default email address is specified you may not provide notice by email. Notice shall be deemed to have been received, in the case of post on the postal date following the date of posting, and in the case of email on the date email confirmation of receipt (but not delivery) is received by the sender.
- 9.17 This agreement is the sole agreement between you and us and supersedes any previous agreement between you and us relating to the subject matter of these terms, and you agree you have not relied on any representations made by us that are not set out in this agreement or a Proposal. The terms and conditions in this agreement shall prevail in the event of any conflict between them and a Proposal.
- 9.18 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 9.19 This agreement may not be varied save by agreement of both you and us (whether orally or otherwise) and confirmed in writing by us and signed by our authorised director.
- 9.20 The Laws of England and Wales govern this agreement and the English Courts have sole jurisdiction.

Section 10 - definitions and meanings

Assignment	The arrangement for the provision of the services to a Hirer on the terms set out in the relevant Proposal accepted by you and in accordance with the terms in this agreement
Associate	An Associate as defined by s.435 Insolvency Act 1986 or any amendment thereto
Charge Rates	The rates of your charge specified in an Assignment
Client	A client or customer of ours with whom we may conduct business including an Associate of the client or customer

Company Contractor Services – PSC3/cont.

Commencement Date	The date of commencement of the relevant Assignment
Contract Basis	The hours or Professional Days as specified in an Assignment
Contract Period	The contract period specified in an Assignment and which is subject to termination in accordance with the terms herein
Contract Site	The site specified in an Assignment, being the site to which the Hirer wishes you to report or provide Your Services, or such other site as may be agreed from time to time
Data Protection Laws	the EU Regulation 2016/679 (General Data Protection Regulation) and any other data protection legislation applicable from time to time in the UK or the jurisdiction of the Contract Site (if not the UK) and use herein of 'Data Subject', 'Controller', 'Personal Data' and 'Processor' have the respective meanings defined therein
End User	Any other party for whom, or at whose premises, Your Services are performed under the Assignment and who is also to be the client of the Company under this agreement
Expenses	Extraordinary expenses incurred by the Company which are agreed and authorised in writing by the Hirer and supported by original vouchers/receipts
Hirer	The third party who is to be the client of the Company under this agreement, as specified in an Assignment, and which utilises the Representative including, where applicable, an End User and an Associate of the specified third party or End User
Insurance Requirement	The insurance cover required as specified in an Assignment
MSC Rules	The rules contained within Chapter 9, Income Tax (Earnings and Pensions) Act 2003
Notice of Opt Out	A notice of agreement between the Representative and the Company through which that Representative is supplied under Regulation 32(9) that Regulation 32(1-8) of the Regulations does not apply
Party	either you or us, together referred to as 'Parties'
Payment Terms	<<insert>> PROVIDED that you have complied with the terms herein
Privacy Notice	our privacy notice made pursuant to the Data Protection Laws from time to time [which can be found at www.nnn.co.uk]
Proposal	An offer to you of temporary work which may be in the form of the draft proposal set out in the Schedule and which, from the date of acceptance by you, comprises an Assignment
Regulations	The Conduct of Employment Agencies and Employment Businesses Regulations 2003
Requirements	The agreed scope and specific requirements of a Hirer as set out in an Assignment
Schedule	A schedule to this agreement
Substitute	An alternative worker provided in accordance with clause 9.1
Special Terms	The special terms specified in an Assignment
Supply Agreement	The agreement between us and a third party for our supply of Your Services
Tax Authorities	Any and all relevant authorities, bodies or departments responsible for collection of tax, national insurance, social security or any other charges, taxes or fees in the UK or elsewhere arising from the provision of Your Services
Tax Regulations	s.44 – s.47 of the Income Tax (Earnings and Pensions) Act 2003 (as amended) including any related reporting, penalty or enforcement legislation
Taxes	All taxes including PAYE, social security and/or national insurance payments arising from (a) payment by us to the Company under this agreement and (b) sums paid by the Company to any other person including the Representative
Warranty Date	The later of the Termination date or such alternative date specified in an Assignment
Your Services	The provision of consultancy services by the Company using the Representative as specified in an Assignment