**AGREEMENT BETWEEN THE EMPLOYMENT BUSINESS AND THE CONSULTANCY SERVICE**
**(For Assignments deemed Outside of IR35 & opted out of the Conduct Regulations)**

| **"the Employment Business"** | |
|---|---|
| Name: | Gleeson Recruitment Limited |
| Registered company number: | 07732164 |
| Of: | 8th Floor Edmund House,<br>12-22 Newhall Street,<br>Birmingham,<br>B3 3AS |

| **"the Consultancy"** | |
|---|---|
| Name: | |
| Registered company number: | |
| Of: | |
| (and save where otherwise indicated, includes any third party to whom the provision of consultancy services is assigned or sub-contracted with the prior approval of the Client) | |

**RECITALS**

A. The Consultancy carries on the business of the provision of consultancy services and has agreed to provide the Consultancy Services (as defined below).

B. The Employment Business has requested the Consultancy, and the Consultancy has agreed with the Employment Business, to provide the Consultancy Services to the Client on the terms and subject to the terms of this Agreement.

**IT IS AGREED as follows:**

**1. DEFINITIONS AND INTERPRETATION**

1.1. In this Agreement, the following definitions apply:

| | |
|---|---|
| "Assignment" | means the Consultancy Services to be performed by the Consultancy Staff for the Client for a period of time as more particularly specified in the applicable Assignment Details Form, during which the Consultancy is supplied by the Employment Business to provide the Consultancy Services to the Client; |
| "Assignment Details Form" | means the form in substantially the format set out in the Schedule to this |

TEMPLATE ONLY

| | |
|---|---|
| | Agreement and provided to the Consultancy by the Employment Business setting out details of the Assignment, including details of the Client, the Consultancy Services to be performed, the duration of the Assignment, the Consultancy Fee, and any training or qualifications required for the Assignment; |
| "AWR" | means the Agency Workers Regulations 2010; |
| "Client" | means the person, firm, or corporate body together with any subsidiary or associated person, firm, or corporate body (as the case may be) requiring the services of the Consultancy and identified in the Assignment Details Form; |
| "Client Property" | means all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of the Client or its customers and business contacts, and any equipment, keys, hardware or software provided for the Consultancy or the Consultancy Staff use by the Client during the Assignment, and any data or documents (including copies) produced, maintained or stored by the Consultancy or the Consultancy Staff on the computer systems or other electronic equipment of the Client, the Consultancy or the Consultancy Staff during the Assignment; |
| "Commencement Date" | means the earlier of either the start date listed on the Assignment Details Form, or the date this agreement was signed by the Consultancy |
| "Companies Acts" | means the Companies Acts 1985, 1989 and 2006; |
| "Conduct Regulations" | means the Conduct of Employment Agencies and Employment Businesses Regulations 2003; |
| "Confidential Information" | shall mean any and all confidential, commercial, financial, marketing, technical, or other information or data of whatever nature relating to the Client or the Employment Business or their business or affairs (including but not limited to this Agreement, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets, and other information concerning the Assignment) in any form or medium whether disclosed or granted access to, whether in writing, orally or by any other means, provided to the Consultancy or any third party in relation to the Assignment by the Client or the Employment Business or by a third party on behalf of the Client whether before or after the date of this Agreement together with any reproductions of such information in any form or medium or any part(s) of such information; |
| "Consultancy Fees" | means the fees payable to the Consultancy for the provision of the Consultancy Services as set out in the Assignment Details Form. For the avoidance of doubt, the Consultancy Fees include the agreed fees for the Consultancy Services, including any expenses or disbursements incurred in the normal provision of those services, but excludes VAT charged at the applicable rate and any additional expense or disbursements as authorised by the Client from time to time; |
| "Consultancy Staff" | means such of the Consultancy's employees, workers, officers or representatives provided to perform the Consultancy Services (and, save where otherwise indicated, includes any officer, employee, worker or representative of any third party to whom the provision of the Consultancy Services is assigned or sub-contracted with the prior approval of the Client); |
| "Data Protection Laws" | means the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly |

TEMPLATE ONLY

| | |
|---|---|
| | applicable European Union regulation relating to privacy; |
| "Consultancy Services" | means the services to be performed by the Consultancy and its Consultancy Staff during the Assignment and as described in the Assignment Details Form; |
| "Deemed Employment" | means an engagement to which Chapter 10 of Part 2 of the ITEPA applies; |
| "Intellectual Property Rights" | means patents, rights to Inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, 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 Consultancy or by the Consultancy Staff in connection with the provision of the Consultancy Services, whether or not patentable or capable of registration, and whether or not recorded in any medium; |
| "IR35 Legislation" | means Chapter 8 and Chapter 10 of ITEPA and the Social Security Contributions (Intermediaries) Regulations 2000; |
| "ITEPA" | means the Income Tax (Earnings and Pensions) Act 2003; |
| "Losses" | means all losses, liabilities, damages, costs, expenses, fines, penalties or interest, whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands; and "Loss" shall be construed accordingly; |
| "MSC Legislation" | means section Chapter 9 of Part 2 of ITEPA; |
| "NICs Legislation" | means the Social Security (Categorisation of Earners) Regulations 1978; |
| "Public Authority" | means (a) as defined in the Freedom of Information Act 2000 and (b) as further defined in Section 61L ITEPA; |
| "Reporting Requirements" | means the requirements of the Income Tax (Pay as you Earn) (Amendment No. 2) Regulations 2015; |
| "Specified Intermediary" | means the party required to submit the report to HMRC in compliance with the Reporting Requirements; |
| "UK Data Protection Legislation" | means any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation; and |
| "Works" | means 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 Consultancy or the Consultancy Staff in connection with the provision of the Consultancy Services. |

1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3. The headings contained in this Agreement are for convenience only and do not affect their interpretation.

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

TEMPLATE ONLY

this Agreement) under it from time to time.

**2. THE AGREEMENT**

2.1. If the Employment Business requires Consultancy Services it shall notify the Consultancy by completing and issuing an Assignment Details Form.

2.2. The Consultancy shall be deemed to have accepted an Assignment and agreed to the terms of this Agreement and the Assignment Details Form when it signs the relevant Assignment Details Form.

2.3. The Assignment shall commence on the date set out in the Assignment Details Form and shall continue until terminated:

2.3.1. as provided by the terms of this Agreement; or

2.3.2. by either party giving the notice of not less than the notice period set out in the Assignment Details Form

2.4. The Consultancy shall, and shall procure that the Consultancy Staff, perform the relevant Assignment subject to and in accordance with the terms of this Agreement.

2.5. This Agreement together with the Assignment Details Form (the "**Agreement**") constitutes the entire agreement between the Employment Business and the Consultancy for the supply of the Consultancy Services and governs the Assignment undertaken by the Consultancy for the Client. This Agreement shall prevail over any other terms put forward by the Consultancy.

2.6. No variation or alteration to this Agreement shall be valid unless the details of such variation are agreed between the Employment Business and the Consultancy and set out in writing and a copy of the varied Agreement is given to the Consultancy stating the date on or after which such varied Agreement shall apply.

**3. RELATIONSHIP BETWEEN THE EMPLOYMENT BUSINESS AND THE CONSULTANCY AND BETWEEN THE CLIENT AND THE CONSULTANCY**

3.1. The Employment Business is not obliged to offer Assignments to the Consultancy and the Consultancy is not obliged to accept any Assignment. Both parties acknowledge that there is no intention to create mutuality of obligation during any Assignment or between Assignments.

3.2. The Consultancy shall, and shall procure that the Consultancy Staff shall, comply with all statutory and legal requirements (including but not limited to matters of taxation and compliance with the immigration laws applicable to the jurisdiction in which the Consultancy Services are provided).

3.3. Nothing in this Agreement shall render any member of the Consultancy Staff an employee or worker or partner of either the Employment Business or the Client. The Consultancy shall not, and shall procure that the Consultancy Staff shall not hold themselves out as an employee or worker of either the Employment Business or the Client. In the event that any person should seek to establish any liability or obligation upon the Employment Business on the grounds that the Consultancy Staff are an employee or worker of the Employment Business or the Client, the Consultancy shall, upon demand, indemnify the Employment Business and keep it indemnified in respect of any such liability or obligation and any related Losses which the Employment Business shall incur.

3.4. The Consultancy acknowledges that it and no member of the Consultancy Staff is an agency worker as defined under the AWR and that the AWR do not apply in relation to this Agreement or any Assignment under this Agreement. The Consultancy shall indemnify and keep indemnified the Employment Business (or, as the case may be, the Client) against any Losses the Employment Business (or the Client) may suffer or incur as a result of any claim made by or on behalf of any member of the Consultancy Staff under the AWR.

3.5. The Consultancy may, subject to the prior agreement of the Client (which may not be unreasonably withheld), assign or sub-contract the performance of the Consultancy Services, provided that the assignee or sub-contractor has the required skills, qualifications, resources and personnel to provide the Consultancy Services to the required standard and that the terms of any such assignment or sub-contract contain the same acknowledgements under and obligations imposed by this Agreement.

3.6. The Consultancy shall have the right to provide the services using representatives (Consultancy Staff) of their own choosing. The Consultancy can substitute any representative provided that the Client is reasonably satisfied that the substitute Consultancy Staff member is sufficiently skilled, experienced and qualified to carry out the services. The Consultancy will remain liable for the Services completed by any substitute and will bear any costs.

TEMPLATE ONLY

3.7. Save as otherwise stated in this Agreement, the Consultancy shall be entitled to supply its services to any third party during the term of this Agreement provided that this in no way compromises or is to the detriment of the supply of its Consultancy Services to the Client or amounts to a breach of this Agreement.

3.8. The parties acknowledge that neither the Consultancy nor the Consultancy Staff will work under (or subject to the right of) supervision, direction or control by any person as to the manner in which they provide the Consultancy Services. Accordingly, the Consultancy shall be permitted to determine how it will provide the Consultancy Services and, subject to complying with any reasonable operational requirements of the Client, will have the flexibility to determine the number of hours required to provide, and the times during which it will provide, the Consultancy Services. The Consultancy will be at liberty to determine the location at which the Consultancy Services will be provided, but where the Consultancy Services are undertaken at the Client's site, the Consultancy will comply with any reasonable requirements relating to working hours, and any other operational requirements in relation to that site. The Consultancy warrants that it shall advise the Employment Business in writing immediately if the Consultancy Staff work under (or are subject to the right of) the supervision, direction, or control of the Client.

3.9. Unless stated otherwise in the Assignment Details Form, the parties acknowledge that each of the Consultancy and the Consultancy Staff performing an Assignment have opted out of the Conduct Regulations and have signed an agreement to that effect and as such understand that the Conduct Regulations do not apply to the relevant Assignment. Unless the Employment Business has agreed otherwise, the Consultancy warrants that it will only supply staff to perform the Consultancy Services who have opted out of the Conduct Regulations and will ensure that any person to whom the performance of the Consultancy Services are assigned or sub-contracted has opted out of the Conduct Regulations.

## 4. CONSULTANCY WARRANTIES AND OBLIGATIONS

4.1. The Consultancy warrants to the Employment Business that:

4.1.1. by entering into and performing its obligations under this Agreement it will not thereby be in breach of any obligation which it owes to any third party;

4.1.2. the Consultancy Staff have the necessary skills and qualifications to perform the Consultancy Services and the relevant Assignment;

4.1.3. the Consultancy is not a "managed service Employment Business" as defined in either section 61B or section 339A of ITEPA and that it is compliant in all respects with ITEPA (including specifically both the IR35 Legislation and the MSC Legislation) and the NICs Legislation;

4.1.4. the Consultancy is incorporated in the UK;

4.1.5. the Consultancy will only pay the Consultancy Staff into a nominated UK bank account in the Consultancy Staff's name;

4.1.6. all information the Consultancy provides to the Employment Business in order to comply with the Reporting Requirements and clauses 5.1.12 and 5.1.15 is complete and accurate.

4.2. The Consultancy warrants that it does not and shall procure that the Consultancy Staff, any sub-contractor or assignee performing the Consultancy Services do not operate as "managed service companies" (as defined in section 61B and section 339A of ITEPA) and that it is and they are compliant in all respects with ITEPA (including specifically the IR35 Legislation and the MSC Legislation) and the NICs legislation.

## 5. DUTIES AND OBLIGATIONS

5.1. The Consultancy shall and shall procure that the Consultancy Staff shall:

5.1.1. provide the Consultancy Services with all due care, skill and ability and use its or their best endeavours to promote the interests of the Employment Business and/or the Client;

5.1.2. observe any relevant rules and regulations and procedures of the Client's establishment or the premises where the Consultancy Services are being performed to which attention has been drawn or which the Consultancy might reasonably be expected to ascertain, including but not limited to those relating to health and safety to the extent that they are reasonably applicable to the Consultancy and the Consultancy Staff, and report to the Client any unsafe working conditions or practices;

5.1.3. comply with:

5.1.3.1 all applicable laws, regulations, codes, and sanctions relating to anti-bribery and anti-

TEMPLATE ONLY

corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");

5.1.3.2 have, and shall maintain in place throughout the term of the 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 will enforce them where appropriate;

5.1.3.3 promptly report to the Employment Business any request or demand for any undue financial or other advantage of any kind received by the Consultancy or the Consultancy Staff in connection with the performance of this Agreement;

5.1.3.4 immediately notify the Client if a foreign public official becomes an officer or employee of the Consultancy (and the Consultancy warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement);

5.1.3.5 ensure that all persons associated with the Consultancy or other persons who are performing services in connection with this Agreement comply with this clause 5.1.3, and

failure to comply with this clause 5.1.3 may result in immediate termination of the Agreement;

5.1.4. take all reasonable steps to safeguard its own safety, the safety of the Consultancy Staff and the safety of any other person who may be affected by the actions of the Consultancy Staff whilst on the Assignment;

5.1.5. not engage in any conduct detrimental to the interests of the Employment Business and/or the Client, including any conduct which could bring the Employment Business and/or the Client into disrepute and/or which results in the loss of custom or business for the Employment Business and/or the Client;

5.1.6. not commit any act or omission constituting unlawful discrimination or harassment against any member of the Employment Business' or the Client's staff;

5.1.7. not sub-contract or assign to any third party any of the Consultancy Services except in accordance with clause 3.5;

5.1.8. promptly provide the Client and/or the Employment Business with any progress reports as may be requested from time to time;

5.1.9. notify the Employment Business forthwith in writing if it should become insolvent or if any of the circumstances set out in clauses 10.2.4 to 10.2.6 apply;

5.1.10. confirm in writing whether or not the Consultancy Staff have a material interest (as defined in section 51 ITEPA) in the Consultancy. A "material interest" includes holding more than 5% of the shares of the Consultancy;

5.1.11. comply with all relevant legal obligations, including but not limited to ITEPA, the NICs Legislation, VAT legislation and the Companies Acts and all statutory obligations;

5.1.12. provide the Employment Business with all such information it may require to comply with: (a) the Reporting Requirements where it is the Specified Intermediary; or (b) any obligations the Employment Business has to provide information to the Specified Intermediary (where it is a party other than the Employment Business) to enable the Specified Intermediary to comply with its Reporting Requirements;

5.1.13. promptly upon request provide the Employment Business with any information required to comply with the Modern Slavery Act 2015;

5.1.14. notify the Employment Business in writing immediately if it becomes subject to a HMRC investigation or compliance activity including but not limited to any of ITEPA, the NICs legislation, or VAT legislation;

5.1.15. update the Employment Business promptly where any of the information required under clause 5.1.12 to 5.1.14 changes;

5.1.16. enter into any confidentiality agreements and personal data processing agreements directly with the Client as required by Client in respect of the Assignment; and

5.1.17. subject to the Assignment Details Form stating otherwise, provide at its own cost all such necessary equipment as is reasonably required for the adequate performance by the Consultancy Staff of the Assignment.

5.2. Unless the Consultancy or the Consultancy Staff have been specifically authorised to do so by the Client in

TEMPLATE ONLY

writing:

5.2.1. neither the Consultancy nor the Consultancy Staff shall have any authority to incur any expenditure in the name of or for the account of the Client; and

5.2.2. the Consultancy shall not, and shall procure that the Consultancy Staff shall not, hold itself or themselves out as having authority to bind the Client.

5.3. The Consultancy shall procure that the Consultancy Staff shall comply with any Client policies notified to it from time to time, including, for example, those relating to health and safety.

5.4. If the Consultancy or the relevant Consultancy Staff is or are unable for any reason to provide the Consultancy Services during the course of the Assignment, the Consultancy should inform the Employment Business as soon as is reasonably practicable, and if at all possible no later than 1 hour after it becomes aware of any such inability so as to enable the Employment Business to discharge its obligations to the Client. For the avoidance of doubt, no fee shall be payable in accordance with clause 8 in respect of any period during which the Consultancy Services are not provided.

5.5. If, either before or during the course of an Assignment, the Consultancy becomes aware of any reason why it or the Consultancy Staff may not be suitable for an Assignment, the Consultancy shall notify the Employment Business without delay.

5.6. The Consultancy shall, and shall procure that the Consultancy Staff shall, promptly give to the Employment Business all such information and documentation as it may reasonably require from time to time in order for it, or the Client, to determine whether the Assignment is or will be Deemed Employment and, if the Employment Business does so determine, in order to comply with any obligation on the Employment Business to deduct tax or national insurance contributions from the Consultancy Fees due under clause 8. The Consultancy shall, and shall procure that the Consultancy Staff shall, promptly inform the Employment Business of any material change to any information or documentation previously provided in compliance with this clause or clause 4 and shall also promptly provide any other information or documentation that it considers (or ought reasonably consider) to be materially relevant to determining whether the Assignment is Deemed Employment.

5.7. The Consultancy may use a third party to perform any administrative, clerical, or secretarial functions which are reasonably incidental to the provision of the Consultancy Services provided that:

5.7.1. the Employment Business will not be liable to bear the cost of such functions; and

5.7.2. at the Employment Business's request the third party shall be required to enter into direct undertakings with the Employment Business and/or the Client, including with regard to confidentiality.

5.8. The Consultancy acknowledges that any breach of its obligations set out in this clause 5 may cause the Employment Business to suffer Loss and that the Employment Business shall reimburse the Employment Business for all Losses as a result of such breach.

## 6. THE EMPLOYMENT BUSINESS'S OBLIGATIONS

6.1. Throughout the term of this Agreement the Employment Business will:

6.1.1. pay the Consultancy the agreed Consultancy Fees in accordance with clause 8 below;

6.1.2. provide the Consultancy with the information set out in the Assignment Details Form in order for the Consultancy to arrange for the provision of the Consultancy Services; and

6.1.3. advise the Consultancy of any health and safety information or advice which it receives from the Client which may affect the Consultancy Staff during the Assignment.

## 7. INVOICING AND TIMESHEETS

7.1. The Employment Business operates a self-billing system of invoice payment, raising invoices on behalf of the Consultancy.

7.2. At the end of each week of an Assignment, or at the end of an Assignment where it is for a period of one week or less, the Consultancy will submit an online timesheet to the Employment Business for each Consultancy Staff verifying the number of hours worked by each Consultancy Staff on the Assignment during that week.

7.3. The Employment Business will obtain verification of timesheets submitted by the Consultancy from the Client.

TEMPLATE ONLY

7.4. The Employment Business shall process and make payment of invoices in accordance with the timetable set out in Appendix 1.

7.5. The self-billing invoice will include the Consultancy's name, the Consultancy's company registration number and VAT number and any VAT on the invoiced sum.

7.6. If the Consultancy fails to submit a timesheet or the Employment Business does not receive verification of the relevant timesheet from the Client, the Employment Business may withhold payment of the Consultancy Fees until such time as the Consultancy submits a timesheet or the Employment Business receives verification, save that where the Consultancy and/or Consultancy Staff has not opted out of the Conduct Regulations, the Employment Business shall withhold payment of the Consultancy Fees and may, in a timely fashion, conduct further investigations into the hours claimed by the Consultancy and the reasons that these have not been verified.

7.7. The Employment Business shall make no payment to the Consultancy for Consultancy Services not carried out or which have not been verified by the Client.

7.8. Any amount that the Consultancy owes to the Employment Business under this Agreement or otherwise, whether now or at any time in the future, whether it is liquidated or not and whether it is actual or contingent, may be set off from any amount due to the Consultancy from the Employment Business under this Agreement or otherwise. Any exercise by the Employment Business of its rights under this clause 7.8 shall not prejudice any other right or remedy available to it, whether under this Agreement or otherwise.

## 8. CONSULTANCY FEES AND EXPENSES

8.1. The Employment Business will pay the Consultancy in accordance with this Agreement subject to:

8.1.1. the satisfactory performance of the Consultancy Services;

8.1.2. the Consultancy and the Consultancy Staff's compliance with this Agreement;

8.1.3. the Employment Business's generation of the Consultancy's self bill invoice in accordance with clause 7 above; and

8.1.4. save where the Consultancy and/or Consultancy Staff has not opted out of the Conduct Regulations, payment by the Client of the Employment Business' charges for the Consultancy Services.

8.2. The Consultancy shall be fully responsible and shall indemnify the Employment Business and the Client for any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of the Consultancy Staff performing the Assignment.

8.3. The Employment Business will pay the Consultancy Fees to the Consultancy and not to any third party or member of the Consultancy Staff, any sub-contractor or assignee. The Employment Business will pay the Consultancy Fees into a UK business bank account only.

8.4. The Employment Business shall not be obliged to pay the Consultancy for any periods during which the Consultancy Services are not provided, whether this is due to the Consultancy being unable to provide the Consultancy Services or where the Client does not require the Consultancy Services or otherwise in respect of holidays, illness or absence of the Consultancy Staff.

8.5. The Consultancy shall bear the cost of any training which the Consultancy Staff may require in order to perform the Consultancy Services.

8.6. The Consultancy shall bear its own costs incurred in the course of the Assignment unless otherwise agreed in the Assignment Details Form. Where the Assignment Details Form states that the Consultancy is entitled to expenses, the Employment Business shall reimburse all reasonable expenses properly and necessarily incurred by the Consultancy or the Consultancy Staff in the course of the Assignment, subject to the production of receipts or other appropriate evidence of payment.

## 9. DATA PROTECTION

9.1. For the purposes of this clause, any defined terms shall have the meaning given to them in the Data Protection Laws.

9.2. The parties acknowledge that the Employment Business and the Client are a Controller in respect of the Consultancy Staff's Personal Data and that the Employment Business provides such Personal Data to the Client and the Employment Business's IR35 Review Services provider in accordance with the Data Protection Laws for the purposes anticipated by this Agreement.

TEMPLATE ONLY

9.3. The parties agree that they are not Joint Controllers in respect of the Consultancy's Staff's Personal Data.

9.4. The Consultancy shall not do anything to cause the Employment Business to breach any of its obligations under the Data Protection Laws.

9.5. Each party shall comply with Data Protection Laws in so far as they apply to its activities as a Controller and ensure that it has established a legal basis required by Data Protection Laws under which it processes the Personal Data of Consultancy Staff.

9.6. The Consultancy warrants to the Employment Business that, in respect of the Consultancy Staff's Personal Data:

9.6.1. the Personal Data it transfers is complete, accurate and up to date;

9.6.2. it has obtained, and will transfer to the Employment Business, the Personal Data in a lawful manner in compliance with Data Protection Laws, and in a manner which allows the Employment Business to transfer the Personal Data to the Client for the purposes anticipated by this Agreement in a lawful manner;;

9.6.3. without prejudice to clause 9.6.2, it has collected the Personal Data in a manner compliant with Data Protection Laws, including by providing all notices and obtaining all consents as may be required under Data Protection Laws in order for the Employment Business and the Client to lawfully and fairly process the Personal Data in connection with the Consultancy Services; and

9.6.4. it will notify the Employment Business and the Client upon becoming aware that any of the Personal Data has become inaccurate or out of date.

9.7. The Consultancy warrants that it will, and will procure that the Consultancy Staff will, comply with the Data Protection Laws in respect of any personal data which the Consultancy and/or Consultancy Staff is granted access to for the purpose of or by reason of the performance of the Consultancy Services, and will, if required by the Client, enter into a data processing agreement in respect of any Personal Data processed on behalf of the Client, as Controller of that Personal Data.

**10. TERM AND TERMINATION**

10.1. This Agreement shall commence on the Commencement Date and shall continue unless and until terminated: (a) as provided by the terms of this Agreement; or (b) by either the Employment Business or the Consultancy giving the other party at the same period of notice specified in the Assignment Details Form.

10.2. The Employment Business may, without immediate effect, without notice and without liability, terminate this Agreement and/or instruct the Consultancy to cease work on any Assignment at any time, where:

10.2.1. the Consultancy has committed any serious or persistent breach of any of its obligations under this Agreement; or

10.2.2. the Client reasonably believes that the Consultancy has not observed any condition of confidentiality from time to time; or

10.2.3. the Client is dissatisfied with the Consultancy's provision of the Consultancy Services and has terminated the Assignment or the Employment Business reasonably considers that the Consultancy or the Consultancy Staff are negligence or incompetent in the performance of the Consultancy Services; or

10.2.4. either the Client or the Consultancy is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; or

10.2.5. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Client or the Consultancy; or

10.2.6. an order is made for the winding up of either the Client or the Consultancy, or the Client or the Consultancy passes a resolution for its winding up (other than for the purpose of a solvent Employment Business reorganisation or amalgamation where the resulting entity will assume all the obligations of the other party under this Agreement); or

10.2.7. the Consultancy or the Consultancy Staff commit any breach of the Client's policies and procedures; or

10.2.8. The Consultancy or the Consultancy Staff commit any offence under the Bribery Act 2010; or

10.2.9. the Employment Business suspects or has notice that that the Consultancy has not complied with

TEMPLATE ONLY

any of the requirements of ITEPA, the NICs Legislation or VAT requirements; or

10.2.10. any member of the Consultancy Staff is suspected of any fraud, dishonesty, or serious misconduct; or

10.2.11. the Consultancy is unable to perform the Consultancy Services for 1 day or more; or

10.2.12. the Employment Business knows or suspects that the Consultancy or the Consultancy Staff work under (or subject to the right of) supervision, direction or control of any person as to the manner in which they provide the Consultancy Services or

10.2.13. either of the Client or the Consultancy fails to provide accurate and sufficient evidence that neither the Consultancy nor the Consultancy Staff work under (or subject to the right of) supervision, direction or control of any person as to the manner in which they provide the Consultancy Services; or

10.2.14. the Consultancy fails to comply with clause 15.3;

10.2.15. the Employment Business knows or suspects that the Client is a Public Authority.

10.3. The Consultancy acknowledges that the continuation of the Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Client.

10.4. In the event that the contract between the Employment Business and the Client is terminated for any reason, the Assignment shall cease with immediate effect without liability to the Consultancy.

10.5. On the termination, the Consultancy shall, and shall procure that the Consultancy Staff shall:

10.5.1. immediately deliver to the Client all Client Property and original Confidential Information which is in its or his possession or under its or his control;

10.5.2. subject to the Client's data retention guidelines, 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 his possession or under its or his control outside the premises of the Client. For the avoidance of doubt, the contact details of business contacts made during the Assignment are regarded as Confidential Information, and as such, must be deleted from personal social or professional networking accounts; and

10.5.3. provide a signed statement that it or he has complied fully with its or his obligations under this clause, together with such evidence of compliance as the Client may reasonably request.

## 11. INTELLECTUAL PROPERTY RIGHTS

11.1. Subject to clause 11.2, the Consultancy acknowledges that all Intellectual Property Rights deriving from the provision of the Consultancy Services to the Client and for the Client, whether created by the Consultancy, the Consultancy Staff and/or any third party to whom the Consultancy Services are assigned or sub-contracted, shall belong to the Client and the Consultancy 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 Consultancy holds legal title in these rights and inventions on trust for the Client.

11.2. The Consultancy shall own or retain ownership of all Intellectual Property Rights set out in the Assignment Details Form and shall grant to the Client, a perpetual, non-exclusive licence to use such Intellectual Property Rights solely to the extent necessary for the Client to benefit from the Consultancy Services.

11.3. The Consultancy warrants to the Employment Business that it has obtained from the each member of the Consultancy Staff 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 relevant Consultancy Staff's statutory moral rights in the Works, to the fullest extent permissible by law, and that each member of the Consultancy Staff has agreed to hold on trust for the Consultancy any such rights in which the legal title has not passed (or will not pass) to the Consultancy. The Consultancy agrees to provide to the Employment Business a copy of this assignment on or before the date of this agreement

11.4. The Consultancy warrants that:

11.4.1. 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;

11.4.2. it is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and

11.4.3. the use of the Works or the Intellectual Property Rights in the Works by the Client will not infringe

TEMPLATE ONLY

the rights of any third party,

and confirms that the relevant Consultancy Staff have given written undertakings in the same terms to the Consultancy.

11.5. The Consultancy shall (and shall procure that any relevant member of the Consultancy Staff shall) execute all such documents and do all such acts as the Employment Business shall from time to time require in order to give effect to the Client's rights pursuant to this clause.

**12. CONFIDENTIALITY**

12.1. In order to protect the confidentiality and trade secrets of the Client and/or the Employment Business and without prejudice to every other duty to keep secret all Confidential Information given to it or gained in confidence, the Consultancy shall, and shall procure that the its Consultancy Staff shall:

12.1.1. not at any time whether during or after the Assignment (unless expressly so authorised by the Client or the Employment Business as a necessary part of the performance of its duties or required by law) to disclose to any person or to make use of any of the trade secrets or Confidential Information of the Client or the Employment Business with the exception of information already in the public domain;

12.1.2. to deliver up to the Client or the Employment Business (as directed) at the end of the Assignment all documents and other materials belonging to the Client (and all copies) which are in its possession including documents and other materials created by it or the Consultancy Staff during the course of the Assignment;

12.1.3. not at any time make any copy, abstract, summary, or précis of the whole or any part of any Confidential Information belonging to the Client except when required to do so in the course of its duties under the Assignment, in which event any such item shall belong to the Client or the Employment Business as appropriate.

**13. COMPUTER EQUIPMENT WARRANTY**

13.1. The Consultancy shall ensure that any computer equipment and associated software which it provides to the Consultancy Staff for the purpose of providing the Consultancy Services contains anti-virus protection with the latest released upgrade from time to time.

**14. NON-SOLICITATION**

14.1. The Consultancy shall not, and shall procure that the Consultancy Staff shall not, during the Assignment or for a period of 12 months following the termination of the Assignment, supply the services of the Consultancy Staff directly, or through any other person, firm or Employment Business, to the relevant Client.

**15. CONTRACT MONITORING AND AUDITS**

15.1. The Employment Business reserves the right to audit the Consultancy on an ad hoc basis to ensure compliance with this Agreement and all statutory requirements in relation to all Consultancy Staff supplied to provide the Consultancy Services including but not limited to ITEPA and the NICs legislation.

15.2. To assist the Employment Business in its audit, the Consultancy will:

15.2.1. maintain such records as are necessary to comply with this Agreement and all statutory requirements in relation to all Consultancy Staff supplied to provide the Consultancy Services, and will provide copies of the same to the Employment Business promptly on request;

15.2.2. provide the Employment Business with access to its premises and all records relating to all Consultancy Staff supplied to provide the Consultancy Services.

15.3. If having conducted an audit the Employment Business requires the Consultancy to take any action, the Consultancy shall take such action within the time period specified in writing by the Employment Business. If the Consultancy fails to take such action or to rectify the matter to the Employment Business's satisfaction, the Employment Business may terminate this Agreement in accordance with clause 10.

**16. LIABILITY AND INSURANCE**

16.1. The Consultancy shall:

16.1.1. be liable for, and indemnify the Employment Business and the Client and keep them indemnified

TEMPLATE ONLY

at all times against, any and all Losses or injury to any party resulting from the deliberate and/or negligent acts or omissions of the Consultancy or Consultancy Staff during an Assignment, or for the acts or omissions of any assignee or sub-contractor to whom the Consultancy assigns or sub-contracts the performance of the Consultancy Services, during an Assignment;

16.1.2. obtain employers' liability insurance for not less than £10,000,000 in respect of each claim, public liability insurance for not less than £5,000,000 in respect of each claim and professional indemnity insurance for not less than £1,000,000 in respect of each claim along with any other suitable policies of insurance in respect of the Consultancy and the Consultancy Staff. The Consultancy shall maintain such insurances for the duration of the Assignment and following termination of the Assignment for a period of 6 years. The Consultancy shall make a copy of the policy available to the Employment Business upon request and provide evidence that the relevant premiums have been paid; and

16.1.3. be liable for any defects arising in relation to the Consultancy Services and shall rectify, at its own cost, such defects as may be capable of remedy within a reasonable period from being notified of such defects by either the Employment Business or the Client. If the defect is not capable of remedy, the Consultancy shall, at the option of the Employment Business, promptly re-perform the Consultancy Services or issue a refund for the Consultancy Fees.

**17. STATUS**

17.1. The relationship of the Consultancy (and the Consultancy Staff) to the Employment Business and the Client will be that of independent contractor and nothing in this Agreement shall render it (nor the Consultancy Staff) an employee, worker, agent or partner of the Employment Business or Client and the Consultancy shall not hold itself out as such and shall procure that the Consultancy Staff shall not hold themselves out as such.

17.2. Save to the extent any such Losses result solely from any act or omission of the Employment Business or the Client, the Consultancy shall indemnify and keep indemnified the Employment Business against any Losses suffered or incurred by the Employment Business by reason of any proceedings, claims or demands by any third party (including specifically, but without limitation, HM Revenue and Customs and any successor, equivalent or related body pursuant to the IR35 Legislation and/or any of the provisions of ITEPA or the NICs Legislation (and/or any supporting or consequential secondary legislation relating thereto)).

**18. SEVERABILITY**

18.1. If any of the provisions of this Agreement shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

**19. NOTICES**

19.1. All notices given under this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address of which the party has notified the other party in writing or by email. Any such notice shall be deemed to have been served when delivered if by hand, two business days after posting if by post, and 24 hours after sending if by email.

**20. GENERAL**

20.1. Subject to the following sentence and except as expressly provided in this Agreement, neither party may assign, delegate, sub-contract, mortgage, charge, or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the other party. A party may, however, assign and transfer all its rights and obligations under this Agreement to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other party to be bound by the obligations of the assignor under this Agreement.

20.2. These Terms contain the entire agreement between the parties and supersede and replace any prior written or oral agreements, representations, or understandings between them relating to such subject matter. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.

TEMPLATE ONLY

20.3. Unless otherwise agreed in writing by Manager or Director of the Employment Business, these Terms prevail over any other terms of business or purchase conditions (or similar) put forward by the Consultancy.

20.4. No failure or delay by the Employment Business in exercising any right, power or privilege under this Agreement will impair the same or operate as a waiver of the same nor will any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

20.5. This Agreement will not constitute or imply any partnership, joint venture, agency, fiduciary relationship, or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement. Neither party will have, nor represent that it has, any authority to make any commitments on the other party's behalf.

20.6. If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and will not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

**21. DISCLAIMER**

21.1. The Employment Business accepts no liability to the Consultancy for any Losses incurred by the Consultancy whether by reason of tax or other statutory or contractual liability to any third party arising from the Assignment.

**22. THIRD PARTY RIGHTS**

22.1. Save as set out in clause 22.2, none of the provisions of this Agreement are intended to be for the benefit of or enforceable by third parties (other than permitted assignees who shall be entitled to enforce the provisions of this Agreement as if original parties to it) and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

22.2. The Client shall be entitled to rely on and enforce the provisions of clause 3.4 and the indemnities given by the Consultancy in favour of the Client, notwithstanding that the Client is not a party to this Agreement.

**23. GOVERNING LAW AND JURISDICTION**

23.1. This Agreement shall be construed in accordance with the laws of England & Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the courts of England & Wales.

**Signed for and on behalf of the Employment Business**

**Name:** *Jason Granger* **Signature:**

**Date:**

**Signed for and on behalf of the Consultancy**
***I confirm I am authorised to sign this Agreement for and on behalf of the Consultancy.***

**Name:** **Signature:**

**Date:**

TEMPLATE ONLY

**Appendix 1:**

**TIMESHEET SUBMISSION AND AUTHORISATION**

Gleeson Recruitment Limited operate on a self-billing basis, raising invoices through an online timesheet system. You will receive an email with the access details shortly after we have confirmed an Assignment and received all required documents. For legal reasons, you will not able to submit timesheets until all compliance documents have been received and approved.

**Timesheet Processing Timetable:**

We process Timesheets and expenses on a weekly basis.

**1) Submission**
Timesheets and expense claims must be submitted by 10am on a Monday (10am on Tuesdays when Monday is a Bank Holiday). You will receive a reminder by email, and by text if we have your mobile number, when you have an outstanding timesheet.

**2) Authorisation**
Timesheets should be authorised by 12noon on a Tuesday (including on bank holidays). We issue reminders to Authorisers, and you will also receive notification when your timesheet is still waiting for Authorisation, and again when it is authorised.

**3) Payment**
Timesheets and expenses that have been submitted and authorised on time are paid on Friday (Thursday when Friday is a bank holiday).

**Delayed/late timesheet submissions:**
Please notify us immediately if you believe your timesheet submission or authorisation will be delayed. As we have one payment run per week, if the deadlines above are missed, payment will be delayed until the following week (usually the following Friday).

**Christmas and New Year:**
We issue a special Christmas and New Year timetable each December. This details any changes to submission and payment dates caused by Bank Holidays.

**Bank Transfers:**
Payments will normally be made by bank transfer using online banking. In the unlikely event of any problems with the Internet Banking Transfer, we will contact you as quickly as possible and arrange an alternative payment method.

TEMPLATE ONLY

| *Gleeson Placement Ref:* | *Creation Date:* |
|---|---|
| *Digital Stamp:* | |