LIMITED COMPANY SUPPLIER PROJECT AGREEMENT

Parties

A	**Agency**	Sellick Partnership Limited
	Address	The Tootal Buildings, Broadhurst House, 56 Oxford Street, Manchester, M1 6EU.
B	**Limited Company Supplier**	.....
	Registered Office Address	.....

Definitions

Client	As defined in the Placement Schedule
Client Agreement	The agreement between the Agency and the Client for the provision of services by the Supplier
End User	Any third party for whom or at whose premises the Services are performed
Contract Site	Client address as defined by the Placement Schedule or such other site of the Client or the Supplier as may be agreed as expedient from time to time for performance of the Services
Representative	..... being the initial person engaged by the Supplier to perform the Services on its behalf (**"Named Representative"**) or any other suitable alternative or additional personnel provided by the Supplier to perform any part or all of the Services on its behalf
Services	The provision of specialist outsourced consultancy services to the Client or End User at the Contract Site for the purposes of and limited to the Project on the Contract Basis
Project	The discrete project agreed by the Supplier and Client or End User under this agreement
Contract Term	From: As defined in the Placement Schedule (**"Commencement Date"**) To: As defined in the Placement Schedule (**"Estimated Date"** for completion of the Project) or such alternative date as may be agreed from time to time by the Parties as the date of completion of the Project (**"End Date"**) subject to the termination provisions in clause 5
Termination Date	The date of actual termination of this agreement
Rates	Rate of pay as defined in the Placement Schedule
Warranty Date	The date which without charge the Supplier shall correct any defective works carried out provided that such defects are notified to the Supplier by the Agency no later than the Warranty Date. The Warranty Date for this project is defined as 14 days from the end of the contract term
Insurance Limit	£1 million Professional Indemnity liability unless otherwise agreed in writing
Insurance Period	During this agreement and for 12 months thereafter unless otherwise agreed in writing
Expenses	Extraordinary expenses incurred by the Supplier which are agreed and authorised in writing by the Client to be paid by the Client to the Agency and supported by original vouchers/receipts
Payment Terms	As defined by the Placement Schedule PROVIDED that the Supplier has complied with the terms and conditions overleaf including clause 1(e) and clause 4
Notice to Terminate	By Agency: As defined in the Placement Schedule By Supplier: As defined in the Placement Schedule
Third Party Rights	Where a 3rd party is used as part of the project service, pursuant to the Contracts (Rights of Third Parties) Act 1999 the Client has the benefit of clauses 1(a), 1(c), 1(f), 2(a), 3(b) to 3(f), and 6(c), and it is the intention that the Supplier shall be able to enforce provisions in the Client Agreement against the Client
MSC Rules	The rules contained within Chapter 9 Income Tax (Earnings and Pensions) Act 2003 as amended
Tax Authorities	Any and all relevant authorities, bodies or departments responsible for collection of tax, national insurance or any other charges, taxes or fees in the UK arising from the provision of the Services
Taxes	All taxes including national insurance payments arising from (a) payment by the Agency to the Supplier under this agreement and (b) sums paid by the Supplier to any other person including the Representative
Placement Schedule	The accepted schedule incorporated into this project agreement containing the details of the project that can be found on the Supplier's Sellick Partnership online timesheet-payroll portal. The Placement Schedule must be accepted and agreed by the Supplier before payment can be made by the Agency
Off-Payroll / IR35	Chapter 10 Part 2 of Income Tax (Earnings & Pensions) Act 2003

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Conduct Regulations	The Conduct of Employment Agencies and Employment Business Regulations 2003 (as amended from time to time) and references to a particular Regulation are references contained there-in
Opted-Out	Means opted-out of the Conduct Regulations in accordance with Regulation 32(9) and therefore that the Conduct Regulations shall not apply in respect of the supply of the Services under this agreement; the term "Opted-Out" shall be construed accordingly
HMRC CEST Test	The online government tool Check Employment Status for Tax that can be found here: https://www.gov.uk/guidance/check-employment-status-for-tax.

IMPORTANT NOTICE

This contract for services is subject to the definitions above and the terms and conditions overleaf. The Supplier agrees to provide the Agency with the Services on the terms and conditions overleaf which the Supplier acknowledges it has fully read and understood. The Supplier acknowledges that it will not act under the control of the Client or End User. Subject to communication by any means of this document by the Agency to the Supplier prior to the Commencement Date, the provision by the Supplier of any work or attendance on the Contract Site shall be deemed to be acceptance of this agreement whether or not this document is signed by the Supplier. This agreement is governed by the law of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

. . . . .	. . . . .
Signed for and on behalf of the Agency	**Signed for and on behalf of the Supplier and the Representative**
Date:	**Date:**

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SUPPLIER PROJECT AGREEMENT TERMS AND CONDITIONS

1 The Supplier shall

(a) provide the Services promptly, efficiently and professionally using its own skill and expertise in good faith and with due care during the Contract Term, on the Contract Basis, at all times being responsible for payment of its own expenses whether or not classified as Expenses;

(b) perform the Services as it considers appropriate, using its own equipment where suitable, subject only to the proper requirements of the Project; and abide by such rules and regulations of the Client or End User as are relevant to independent contractors but not so that the Supplier's discretion in providing the Services is compromised;

(c) promptly and without charge correct any defective works carried out by it provided that such defects are notified to the Supplier by the Agency no later than the Warranty Date;

(d) immediately report in writing to the Agency any deficiency by the Client or End User in providing all information and facilities to the Supplier (including but not limited to health and safety) as are necessary to enable the Supplier to properly perform and deliver the Services;

(e) unless the Project provides for payment at milestones or on deliverables, keep written records of project time spent and at the end of each week have such records agreed and signed by a person authorised by the Client or End User, and promptly (no later than 6 weeks – should an authorised timesheet be received more than 6 weeks late the Agency reserves the right to withhold payment) thereafter submit the signed records to the Agency with the Supplier's invoice calculated at the Rates plus VAT (if applicable), where appropriate, together with any Expenses; if payment is at milestones or on deliverables, obtain written verification from the Client or End User that the relevant milestone has been reached or deliverable made and submit such verification with the Supplier's invoice;

(f) fully indemnify and keep indemnified the Agency and the Client against any loss claim or damages including costs arising from (a) any breach of this agreement or any negligent or unlawful act or omission by the Supplier and if there is an Insurance Limit specified, maintain a professional indemnity insurance policy up to the Insurance Limit during the Insurance Period (unless otherwise agreed in writing), and (b) any third party liability claim against the Agency or the Client arising from any act or omission of the Supplier or the Representative and maintain insurance for that purpose up to the limit of £1 million (unless otherwise agreed in writing), and (c) any claim by the Representative based upon an allegation that the Representative is an employee of the Agency or the Client or End User, and provide to the Agency evidence of insurance (unless otherwise agreed in writing) under (a) and (b) upon request;

(g) upon termination of each Project deliver up all materials, documents and equipment of the Client, 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; if any items are not returned we reserve the right to deduct the replacement value of the property from your final payment;

(h) complete the HMRC online CEST test 'check employment status for tax' to confirm that the intermediaries legislation does not apply to this project engagement, answer the questions truly, fairly and to the best of the Supplier's knowledge and abide by the answers given to this test, the Supplier will deliver to us the result of this test (together with all answers) by email in the prescribed PDF format produced by the test no later than 1 day before the Assignment commences, if the Supplier becomes aware of any changes that may alter the result of the test before or during the Assignment, it is the Supplier's responsibility to re-test and deliver the result of this re-test to us promptly;

(i) complete a separate Opt-Out form if the Supplier would like to Opt Out of the Conduct Regulations.

2 The Supplier warrants that

(a) an adequate description or scope of the Project has been, or shall promptly be, determined by the Supplier with the Client or End User and, by providing the Services, the Supplier has the specialist contemporary skills and expertise to meet the Project 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 workship;

(b) it has identified to the Agency the person to be engaged by the Supplier for the purposes of initially performing the Services on its behalf as the Named Representative and that the Named Representative has been so engaged for a period of not less than the Contract Term or, in the case of a person other than the Named Representative, will be engaged for the relevant part of the Contract Term;

(c) no person being a Representative has been convicted of, and no charge is pending for, any criminal offence that may reasonably affect the Agency's decision to engage the Supplier or the Client's decision to allow the Supplier access to its site, systems, information or property for the purposes of supplying the Services;

(d) the Project requirements do not oblige the Supplier or Representative to act under the supervision or direction or control of the Client in any capacity;

(e) it is authorised as agent on behalf of each Representative, to bind the Named Representative to this clause and any Representative to clauses 3, 6(c) and 6(e) but not further or otherwise and in accepting this agreement it agrees on behalf of the Named Representative during and after this agreement

(i) in the event of breach of this agreement by the Supplier the Named Representative shall, upon receipt of a written request by the Agency, perform or discharge the obligations of the Supplier due under or arising from this agreement, and

(ii) that the Named Representative will comply with this clause, and

(iii) that the consideration for the agreement by the Named Representative in this clause and clause 3 is the agreement between the Parties;

(f) it accepts that the Agency is free to contract with the Client on any terms that it thinks fit in accordance with its own commercial practice;

(g) unless otherwise disclosed to the Agency, it is not a managed service company or an MSC provider within the meaning of the MSC Rules;

(h) information provided to the Agency by the Supplier or the Representative concerning the tax status of the Supplier, including whether or not the applicability of the MSC Rules to the Supplier, is full and accurate;

(i) it consents, and has procured the Representative's consent to the Agency's retention and use of all information and documents the Agency obtains, either from the Supplier or Representative or from any other party relating to the Supplier or Representative respectively, for any purpose relevant to this agreement.

3 The Supplier shall and shall procure that the Representative shall

(a) not during the Contract Term or thereafter for a period equivalent to the period of this agreement or, where there has been more than one engagement between the Supplier and Agency within the last two years, for the total period of all engagements within the last two years with the relevant Client or End User (but not being less than 3 months nor more than 12 months) either directly or indirectly (whether under a contract of services or for services or through any third party) provide any services to the Client or End User in any capacity except by contract through the Agency unless the Supplier shall first have paid to the Agency a fee of 20% of the total remuneration including the value of benefits attributed by the HM Revenue & Customs agreed to be paid or provided by the Client or End User for the relevant period of provision of such services (but not exceeding 12 months) plus VAT;

(b) not import any software onto electronic or computer systems of the Client or End User without the prior written consent of the Client or End User;

(c) not use any facilities provided to it/him/her by the Client or End User for any purpose other than is authorised by the Client or End User;

(d) not at any time divulge to any party or use for its/his/her own benefit any information capable of being confidential relating to the affairs, business or methods of the Agency or the Client or End User or information received from the Agency or the Client or End User 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 Client or End User either during this agreement or for 6 months thereafter act, or do any act capable of being, in competition with the Agency and the Supplier acknowledges that it agrees this clause as a result of the provision by the Agency or the Client of confidential information to the Supplier or Representative;

(f) not discuss with the Client or End User the terms of this agreement except as strictly required for the Project or engage in work for any third party capable of being in conflict with the best interests of the Agency, the Client or End User without having first given to the Agency and the Client or End User notice of such conflict;

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(g) not, either during this agreement or for 6 months thereafter, either solicit or seek to solicit or entice respectively a member of the Agency's staff or staff of the Client, including temporary workers, agency workers and contractors to become engaged by or through the Supplier or any organisation with which the Supplier or the Representative are involved;

(h) pay the Taxes to the Tax Authorities and comply with all and any requirements for filing tax returns, and fully indemnify and keep indemnified the Agency upon demand against any costs (including reasonable legal costs to defend any claim) claims penalties or demands of the Agency which may be made by the Tax Authorities or any of them in respect of non payment of the Taxes whether or not justified.

4 The following shall apply in relation to payment:

(a) in accordance with the Payment Terms, the Agency shall pay the Supplier on invoices submitted by the Supplier pursuant to clause 1(e) only, save that the Agency may as a set off deduct or withhold appropriate sums from payments due to the Supplier where the Agency has suffered loss for which the Supplier is liable;

(b) the Agency may withhold payment if the Client fails, or the Agency has proper reason to believe that the Client may fail, to make payment to the Agency for any period of service provided by the Supplier;

(c) the Agency reserves the right to withhold payment to the supplier if the approved timesheet is received more than 6 weeks after the period to which it relates;

(d) if the supplier requests an advance payment outside of the usual weekly payroll cycle then the Agency reserves the right to charge an administration fee for such payment.

5 The following shall apply in relation to termination:

(a) on or after the Commencement Date one party may terminate the agreement by giving notice to the other of not less than the relevant period of Notice if a period of Notice to Terminate is specified for that party;

(b) this agreement shall terminate immediately

(i) if one party gives notice to that effect 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 passes a resolution to wind up, or enters into any arrangement with its creditors, or passes a resolution to cease trading or actually ceases trading, or is in material breach of any of the terms of this agreement (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

(ii) if the Agency gives notice to the effect where (i) the Supplier fails to provide information requested prior to the Commencement Date within 10 working days of the Commencement Date or (ii) in the opinion of the Agency the Supplier fails to provide a full and satisfactory service to the Client or End User

(iii) if the Client Agreement is rejected by the Client prior to the Commencement Date or

(iv) for any reason that the Agency chooses, and the Agency shall promptly inform the Supplier of such termination;

(c) For the avoidance of doubt as the Supplier's relationship is with the Agency a Client or End User has no authority to, and may not, terminate this agreement;

(d) if in the sole opinion of the Agency (which need not be reasonable) the Agency considers that either the Client or the Supplier may not be able to or willing to perform its obligations to the Agency, the Agency may without prejudice to any other remedy available to it and without liability to the Supplier, either terminate or suspend this agreement at its sole discretion, in the case of suspension for such period as it considers appropriate but for not longer than 14 days; the Agency shall promptly inform the Supplier of such termination or suspension; the Supplier shall not be entitled to payment during any period of suspension;

(e) subject only to earlier termination under clause 5, this agreement will terminate upon the earlier of the Estimated Date or the End Date, save that if the Project has not been completed by the Estimated Date termination shall be upon the date of actual conclusion of the Project, and the Supplier shall notify the Agency in each case as soon as is practicable of the likely date of conclusion and upon actual conclusion.

6 It is also agreed as follows:

(a) the Supplier having agreed the Project with the Client or End User, the Agency shall not be liable for any loss or damages arising out of any misdescription of the Project or representation made by the Agency the Client or End User to the Supplier and which may have induced the Supplier to enter into this agreement; without prejudice to any other provision in this agreement the liability of the Agency in any event shall be in respect of direct loss only and be limited to £50,000 except where liability may not be limited by law;

(b) where the Supplier's interests against the Client are protected by third party rights the Supplier shall not pursue any claim against the Agency, which in any event shall not be liable for any loss claimed by the Supplier other than in respect of its own breach of contract, unless expressly provided for by statute; in the event that the Supplier shall bring any claim against the Agency which would be in breach of this provision, the Supplier shall fully indemnify the Agency in relation to such claim including proper legal costs incurred by the Agency;

(c) if a person other than the Named Representative is to perform any part or all of the Services on behalf of the Supplier whether by way of sub-contract or otherwise, the Supplier may use such person provided only that it has the prior written consent of the Agency which consent will not be withheld in the case of a suitably qualified person in respect of whom the Supplier has given warranties identical to those contained in clause 2 other than clause 2(e); the Supplier may appoint the Agency to locate a replacement or additional Representative in accordance with the Agency's normal terms of business; the Supplier may not in those circumstances charge for any agreed lead in time; the services of any replacement or subcontractor will be at the sole cost of the supplier, the supplier shall make payment to the replacement or subcontractor and is responsible for ensuring the correct payment of any related Taxes;

(d) for the purposes of clauses 2, 3, and 6, references to "Client" shall include references to "End User, and "Client" and "End User" shall include any Associate of the Client or End User, "Associate" having the meaning attributed to it by s.435 Insolvency Act 1986;

(e) this agreement is not intended to and does not create or reflect a contract of employment between any two parties referred to and there is no implied restraint upon the Representative or the Supplier in providing services, not in conflict with the Client's or End User's interests, to any other party, nor does this agreement confer any obligation upon any party to provide or accept further work during the course of this agreement or following the Termination Date or upon the Supplier to integrate into the Client or End User workforce;

(f) for the avoidance of doubt the Agency is not a legal agent for the Client or End User and neither the Client nor the End User is a legal agent for the Agency, for any purpose;

(g) the Agency may, but the Supplier may not assign any or all of its rights (other than the right to payment) and obligations under this agreement without the Agency's prior written consent;

(h) even though this agreement may have been terminated, any clause intended to have effect following termination, shall survive and continue in effect; each portion of this agreement, defined by punctuation and paragraphs, is separate, distinct and severable and to give meaning to the intention of the Parties the Court may modify any portion that may otherwise be void; subject thereto, any void portion may be severed and the remaining provisions shall continue in force;

(i) notices shall be in writing sent to the addressee by first class post, or by electronic mail, and 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 electronic mail on the date electronic confirmation of receipt is received; in the case of service by more than one method the date of the first valid service applies;

(j) this is the sole and entire agreement between the Parties relating to the Services, it supersedes any previous agreement between the Parties relating to the Services, and the Supplier has not relied on any representations made by the Agency that are not set out in this agreement; this agreement may not be varied save by agreement of both Parties (whether orally or otherwise) and confirmed in writing by the Agency and signed by an authorised officer of the Agency.

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7 Intellectual Property

The Supplier warrants and shall procure in respect of the Representative that:

(a) the Supplier and the Representative hereby assign to the Client or End User all present and future copyright, title and interest of whatever nature (including but not limited to copyright and patent application rights), topography rights, design rights, trademarks, rights in databases, sui generis rights, trade secrets (whether registered or unregistered) and other confidential information, know-how and all other intellectual property rights of a similar nature in any part of the world and all other intellectual property rights in original work and all applications and rights to apply for the protection of any of the foregoing, produced, prepared or provided by the Representative, in whatever media, in relation to or arising from the performance of the Project prepared for the Client or End User or produced by any Representative in connection with a Project under this agreement, and that the aforementioned rights shall vest in and remain the property of the Client or End User throughout the world free from any interest of the Supplier, the Representative or any third party or parties;

(b) the Supplier will do anything and will procure that the Representative will do anything that the Client or End User may reasonably require in order effectively to vest such rights in the Client or such third party as the Client or End User specifies or to evidence the same (whether before or after the termination of this agreement);

(c) the Client or End User shall retain ownership of all intellectual property rights of whatever nature and, if registrable, whether registered or not, in the documents or other material and data and other information provided to or provided by the Representative in relation to a Project. For the avoidance of doubt, the Client or End User shall not be deemed to have granted the Supplier or the Representative any licence to use the documents or other material and data or other information other than for the purposes of the relevant Project;

(d) it will procure the prompt disclosure to the Client or End User of any idea, method, invention, discover, design, concept or other work made or created by the Representative in connection with a Project under this agreement; and

(e) the Services provided are not in breach of the intellectual property rights of any third party;

(f) The Supplier will indemnify the Client or End User and the Agency against all and any actions, claims, costs, expenses, damages, demands and liabilities whatsoever and however incurred resulting or arising out of any claim by any third party that the use or possession of work performed or delivered by the Supplier or the Representative in connection with this agreement infringes the intellectual property rights of that third party;

(g) The Supplier shall, and shall procure that the Representative shall, hereby irrevocably and unconditionally waive in favour of the Client or End User any and all moral rights conferred on it and/or the Representative by statute for any intellectual property, design or copyright work in which rights are (or should be) vested in the Client or End User pursuant to this clause 6. The Supplier hereby warrants that it has obtained the same undertaking from the Representative.

8 Confidentiality

(a) Without prejudice to every other duty not to disclose any and all information given to the Supplier or to the Representative or gained in confidence in connection with this agreement (including, without limitation, information provided by or pertaining to the Agency), the Supplier shall not and shall procure that the Representative shall not at any time, whether during or after the Project, disclose to any person or make use of any of the trade secrets, confidential or sensitive (including commercially sensitive) information of the Client or End User, of the Client's or End User's customers and of the Agency; save where required by law. For the purposes of this clause, confidential or sensitive information is confidential if it is labelled confidential or labelled sensitive, if the disclosing party expressly states (whether in writing or otherwise) to the Supplier and/or to the Representative that the information is confidential or if the Supplier and/or the Representative ought to have known that the information may be confidential or sensitive;

(b) The Supplier shall, and shall procure that the Representative shall, both during and after the Project, keep confidential from any third party and from the Client or End User the rates paid to the Supplier by the Agency;

(c) The Supplier agrees that if the Agency and/or Client or End User suffers disclosure of their confidential information through breach of clause 8(a), the Agency or the Client or End User (as the case may be) shall be entitled, in addition to any and all other remedies, to temporary and injunctive relief.

9 Data Protection – UK GDPR

(a) The parties acknowledge this clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation;

(b) The parties acknowledge that for the purposes of the Data Protection Legislation, the Agency is a Data Controller and the Representative is a Data Controller but they are not Joint Controllers (as defined in the Data Protection Legislation) unless a specific agreement is made to that effect between the parties;

(c) The parties agree that the Representative is not Client's Data Processor (as defined within Data Protection Legislation) save where agreed otherwise within an Assignment Schedule and subject to additional terms and conditions;

(d) The parties warrant to each other that any Personal Data relating to a Data Subject, whether provided by Client, by the Agency, by the Supplier or by the Representative, will be used, Processed and recorded by the receiving party in accordance with Data Protection Legislation and for the purposes of fulfilling this Agreement; the Agency will also ensure the data is processed in line with our Data Processing notice: (https://www.sellickpartnership.co.uk/data-processing-notice);

(e) The parties shall ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

(f) The parties will take appropriate technical and organisational measures to adequately protect all Personal Data against accidental loss, destruction or damage, alteration or disclosure, further details are included in our Data Processing Notice;

(g) The parties will provide reasonable assistance to the other in responding to any request from a Data Subject with respect to data subject access requests and other data subject rights, data security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(h) The parties will promptly notify the other on becoming aware of a suspected or actual Personal Data breach relevant to Personal Data transferred pursuant to this Agreement; and

(i) The parties will maintain complete and accurate records and information to demonstrate their compliance with this clause 9.

(j) The Supplier understands, and shall ensure that Representative understands and consents that in providing Services, Personal Data relating to Representative will be collected by the Agency and passed to Client in the course of the administration of the agreement between the Agency and Client.

(k) The Supplier will, and will procure that Representative will, when requested so to do by the Agency, make available to the Agency all information necessary to demonstrate compliance with the obligations associated with Data Protection Legislation and clause 9 and will allow for audits and inspections (upon reasonable notice) in order to demonstrate compliance.

(l) Notwithstanding clauses 9(g) and 9(h), in the event of a suspected or actual Personal Data Breach, the Supplier will promptly (at its own expense) provide such information, assistance and cooperation and do such things as the Agency may request to -

- investigate and defend any claim or regulatory investigation;
- mitigate, remedy and/or rectify such breach; and
- prevent future breaches.

(m) The Supplier will not, and will procure that Representative will not, release or publish any filing, communication, notice, press release or report concerning any Personal Data Breach without the prior written approval of the Agency.

(n) The Supplier understands, and shall ensure that Representative understands, that in providing Services Personal Data may be Processed in order to comply with the Agencies and Client's or associated employment intermediaries' legal obligations, including reporting Assignment details to HMRC. The Supplier warrants that Representative has expressly consented to such Processing (including any such transfer) on the understanding that any Personal Data is processed fairly and lawfully in accordance with the Data Protection Legislation. The Supplier acknowledges, and shall ensure Representative acknowledges, that information provided may be disclosed by the Agency to a third party specifically for the purposes of complying with statutory legislation.