

AGREEMENT WITH THE LIMITED COMPANY CONTRACTOR WHO HAS OPTED OUT OF THE 2003 REGULATIONS

NAMES OF PARTIES:

- 1) **The Undersigned** (“the Contractor”)
- 2) Scantec Personnel Limited of Spinnaker House, Morpeth Wharf, Wirral, Merseyside CH41 1LF (“the Employment Business”)

RECITALS:

- A) The Contractor undertakes project works.
- B) The Employment Business has entered into agreements with its clients (“End Clients”) to provide assistance with Projects and the Employment Business has requested that the Contractor and the Contractor’s Worker has agreed with the Employment Business, to carry out works subject to the terms and conditions of this contract.

IT IS AGREED:

1. INTERPRETATION AND DEFINITIONS

- 1.1 In these Terms and Conditions the following definitions apply:-
 - AWR** means the Agency Workers Regulations 2010 as amended from time to time.
 - Calendar Week** means any period of seven days starting with the same day as the first day of the last Project undertaken;
 - The Contractor’s Worker** means employees, officers or sub contractors of the Contractor.
 - Data Protection Laws** means the Data Protection Act 1998, the General Data Protection Regulation (EU 2016/679) or any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;
 - End Client** means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 requiring the services of the Contractor and identified in the attached schedule.
 - FOIA** means the Freedom of Information Act 2000 [or the Freedom of Information (Scotland) Act 2002];
 - Inside IR35** means an Assignment which meets the provisions of Section 61M ITEPA;
 - Intermediaries Legislation** means sections 48 – 61 ITEPA;
 - IR35 Status Decision** means the Client’s decision on the application of the Intermediaries Legislation to the Assignment, such decision made in accordance with clause 3.3 and Section 61T ITEPA;
 - ITEPA** means the Income Tax (Earnings and Pensions) Act 2003;
 - NICs Legislation** means the Social Security (Categorisation of Earners) Regulations 1978; and the Social Security Contributions (Intermediaries) Regulations 2000;
 - Outside IR35** means an Assignment which does not meet the provisions of Section 61M ITEPA;
 - The Parties** means the Contractor and Employment Business.
 - Project or Assignment** means the projects from time to time, which the Contractor is engaged by the Employment Business to render to the End Client.
 - Project Period** means the period during which the Contractor is engaged by the Employment Business to carry out project works to the End Client.
 - Project Schedule** means the document illustrating the scope of the works, name of Employment Business, name of End Client, project sum, confirmation as to whether any AWR rights may apply and have been informed by the Employment Business to the Contractor and location for the Project.
 - The Project Sum** means the gross sum excluding VAT which shall be payable by the Employment Business to the Contractor in respect of the Works.
 - Public Authority** means a public authority (a) as defined in the FOIA and (b) as further defined in Section 61L ITEPA;
 - Qualifying Period** means 12 continuous Calendar Weeks during the whole or part of which an Employee of a Contractor who is an Umbrella Company as set out in the AWR is supplied by one or more Temporary Work Agencies to the relevant End Client to work temporarily for the relevant End Client in the same role, and as defined by the AWR;
 - 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;
 - Transparency Regulations** means the Modern Slavery Act 2015 (Transparency in Supply Chains) Regulations 2015;
 - The Works** means particular works to be completed by the Contractor as notified to the Contractor by the Employment Business or otherwise from time to time as set out in the Project Schedule.
 - 1.2 Unless the context requires otherwise, references to the singular include the plural and references to the masculine include the feminine and vice versa.
 - 1.3 The headings contained in these terms are for convenience only and do not affect their interpretation.
- #### 2. CONTRACTOR
- 2.1 The Projects shall be undertaken by any of the Contractor’s workers (“Worker(s)”) as the Contractor may consider appropriate. The Contractor shall ensure that any person to whom the performance of the Projects has been assigned or sub-contracted has opted out of the Conduct Regulations 2003.
 - 2.2 A Project Schedule is confirmation of the Contract in relation to the specified project and shall specify the works, the End Client, the Project Sum payable by the Employment Business, confirmation as to whether any AWR rights may apply and have been informed by the Client to the Employment Business and such expenses as may be agreed and any other relevant information.
 - 2.3 Save as otherwise stated in this Contract, the Contractor shall be entitled to supply its services to any third party during the term of this Contract provided that this in no way compromises or is to the detriment of the projects undertaken by the Contractor.

3. THE CONTRACT

- 3.1 This Contract constitutes the contract between the Employment Business and the Contractor and replaces any previous terms and conditions between the parties.
- 3.2 No variation or alteration of these terms shall be valid unless approved by the Directors of the Employment Business and the Contractor in writing.
- 3.3 A separate Project Schedule will be issued for every Project. Each Project Schedule is subject to these Standard Terms and Conditions of Business between the parties.
- 3.4 Where there is a conflict between the terms and conditions set out in this contract and a Project Schedule, the terms and conditions set out in this contract shall prevail.
- 3.5 There is no contractual relationship between the Contractor and the End Client.
- 3.6 The parties may enter into a VAT self billing arrangement.
- 3.7 The Contractor will receive payment from the Employment Business for the Project in accordance with the project sum agreed in the project schedule between them plus VAT where appropriate.
- 3.8 Any liability for sick pay, holiday pay or statutory maternity or paternity pay is and shall remain the sole responsibility of the Contractor in respect of any Worker engaged on Projects on behalf of the Contractor.
- 3.9 The Employment Business shall not seek to supervise, direct or control the manner in which the Contractor procures the performance of the Works for the End Client.
- 3.10 This Contract may be transferred; assigned or made over to a third party by the Employment Business or the Contractor provided that the prior written consent of the other party is obtained (such consent shall not be unreasonably withheld).
- 3.11 The Contractor shall ensure where applicable that its Workers shall opt out of the appropriate Working Time Regulations as applicable from time to time.
- 3.12 The Contractor is not obliged to provide the services of a named Worker in respect of a Project and has an unfettered right to subcontract a Project under this Contract.
- 3.13 The Employment Business accepts that any Subcontractor engaged by the Contractor has an unfettered right to send a substitute or delegate to undertake works on a Project.
- 3.14 The Contractor and its workers (including substitutes) must have the necessary skills, qualifications and authorisations required to carry out the works in accordance with the requirements of a Project. If the Contractor or its workers (including substitutes) fail to have the necessary skills, qualifications and authorisations the Employment Business may terminate a Project immediately and without notice.
- 3.15 Neither the Contractor nor the Contractor's Workers work under (or subject to the right of) supervision, direction or control by any person as to the manner in which they provide The Works. Accordingly, the Contractor shall be permitted to determine how it will provide The Works 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 Works. The Contractor will be at liberty to determine the location at which The Works will be provided, but where The Works are undertaken at the Client's site, the Contractor will comply with any reasonable requirements relating to working hours, and any other operational requirements in relation to that site.
- 3.16 The Contractor acknowledges to the Employment Business that its services are supplied to the Employment Business as an independent contractor and that accordingly the responsibility of complying with all statutory and legal requirements relating to the Contractor's Workers (including but not limited to matters of taxation and compliance with the immigration laws applicable to the jurisdiction in which the Contract Services are provided) shall fall upon and be discharged wholly and exclusively by the Contractor.
- 3.17 Where the Contractor is a personal service company, it is not a "managed service company" 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;
- 3.18 The Employment Business has the right to assess that the Contractor is Inside IR35 Assignment and make the appropriate deduction of taxes to pay to HMRC:
- 3.19 The Contractor is liable to the Employment Business for any losses the Employment Business incur should they be initially deemed to be Outside IR35 (Status Decision) and subsequently found to be Inside IR35 when:
- i. the Employment Business has relied upon information provided by the Contractor; and/or
 - ii. the Contractor's actions have resulted them being Inside IR35
- 3.20 Where the Contractor is a personal service company, the Contractor will opt out of the Conduct of Employment Agencies and Employment Business Regulations 2003 in respect of all Projects worked for the Contractor. The Contractor gives the Employment Business authority to sign, on their behalf, any notice to opt out of the Employment Business Regulations. The Contractor agrees that an opt out notice may be given in accordance with Regulation 32 of the Employment Business Regulations on each occasion that a new project is proposed.

4. UNDERTAKING OF THE CONTRACTOR

- 4.1 The Contractor warrants to the Employment Business that by entering into and performing its obligations under this Contract it will not thereby be in breach of any obligation which it owes to any third party.
- 4.2 The Contractor warrants that its workers have the necessary skills and qualifications to perform the Projects and that it will only use workers on projects that have opted out of the Conduct Regulations 2003.
- 4.3 Further to clause 3.15, the Contractor warrants that the Contractor's Workers do not work under (or are not subject to the right of) supervision, direction or control of any person as to the manner in which they provide The Works. The Contractor further warrants that it shall advise the Employment Business in writing immediately that the Contractor's Workers work under (or are subject to the right of) supervision, direction or control of any person.

5. OBLIGATIONS OF THE CONTRACTOR

- 5.1. The Contractor agrees on its own part and on behalf of its Workers as follows:
- 5.1.1. Not to engage in any conduct detrimental to the interests of the Employment Business or the End Client which includes any conduct tending to bring the Employment Business or the End Client into disrepute or which results in the loss of custom or business.
 - 5.1.2. To comply with any statutory or other reasonable rules or obligations including but not limited to those relating to health and safety during the Project(s) to the extent that they are reasonably applicable to them while performing the projects and to take all reasonable steps to safeguard its own safety, the safety of its Workers and the safety of any other person who may be affected by its actions on the Project(s)
 - 5.1.3. Not to assign to any third party this contract which it is required to perform under the Project except in accordance with clause 2.1.
 - 5.1.4. To notify the Employment Business forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition.
 - 5.1.5. To provide at its own cost, subject to any agreement to the contrary specified in the Project Schedule as to any facilities which may be made available by the End Client, all such necessary equipment as is reasonable for the adequate performance by the Workers of the Contractor.
 - 5.1.6. To be present during the times or for the total number of hours during each day and/or week of the Project as may be agreed with the Employment Business.
 - 5.1.7. To comply with all statutory obligations and codes of practice to which the Contractor is subject in respect of its Workers including, but not limited to, the Working Time Regulations.
 - 5.1.8. To furnish the Employment Business with any progress reports as may be requested from time to time.
 - 5.1.9. to comply with the Data Protection Laws.
- 5.2. If the Contractor is unable for any reason to perform the Works during the course of a Project(s) the Contractor should inform the Employment Business by no later than 10.00am on the first day of incapacity.
- 5.3. The Contractor shall have autonomy in relation to determining the method of performance of the Project(s)
- 5.4. Nothing in this Contract shall render any member of the Contractor's Workers an employee of either the Employment Business or the End Client. The Contractor shall ensure that none of its Workers holds him or her self out as an employee of either the Employment Business or the End Client.
- 5.5. The Contractor shall bear the cost of any training which its Workers may require in order to perform the Project(s).
- 5.6. The Employment Business has no obligation to offer future contracts to the Contractor and if it does make any such offer, the Contractor is not obliged to accept it.
- 5.7. The Contractor shall ensure that the Project will be carried out with all reasonable care and skill and completed in a good workmanlike manner and in compliance with the Contract.
- 5.8. If, either before or during the course of a Project, the Contractor becomes aware of any reason why its worker(s) may not be suitable for a Project, they shall notify the Employment Business without delay.
- 5.9. The Contractor undertakes to:
- 5.9.1. 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 contractual 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;
 - 5.9.2. to provide the Employment Business on request, with any information required to comply with Transparency Regulations 2015;
 - 5.9.3. to 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;
 - 5.9.4. to update the Employment Business promptly where any of the information required under clause 5.9 changes;

6. INVOICING

- 6.1. Where the project sum is calculated against time worked and rates the Employment Business shall ensure that timesheets are provided to the Contractor's Workers and the Contractor shall ensure that the Workers shall complete the timesheets for each day that the Workers are engaged in the carrying out the Works, in each case detailing the hours worked.
- 6.2. At the end of each week of a Project (or at the end of the Project where a Project is for a period of less than one week or is completed before the end of a week) the Contractor shall deliver to the Employment Business a timesheet (in either electronic or paper format) duly completed to indicate the number of hours or days worked by Workers during the preceding week signed by an authorised representative of the End Client. Timesheets must be received by the Employment Business by no later than the time agreed between the parties from time to time following the week when the project was performed.
- 6.3. The Employment Business shall:
- Issue self-billed invoices in respect of the Contractor's Projects.
 - Complete self-billed invoices showing the Contractor's name, address and VAT registration number, together with all such other information necessary for a full VAT invoice.
 - Enter into a new self-billing agreement in the event that their VAT registration number changes.
 - Notify the Contractor if the issuing of self-billed invoices is to be outsourced to a third party (such as an accounting bureau).
- 6.4. The Contractor warrants and undertakes:
- To accept invoices raised by the Employment Business.
 - Not to raise sales invoices for the transactions covered by this Agreement.
 - To notify the Employment Business immediately if they:
 - (a) change their VAT registration number;
 - (b) cease to be VAT registered;
 - (c) sell/transfer their business, or part of their business; or
 - (d) become VAT registered

7. PROJECT SUM

- 7.1. Subject to the receipt of the Contractor's invoice in accordance with clause 6 above, the Contractor will receive payment from the Employment Business for the Project in accordance with the Project Sum specified in the Project Schedule, plus VAT where appropriate.
- 7.2. In respect of work performed by its workers on its projects, the contractor shall be responsible for:
- Deducting and paying of appropriate PAYE, income tax and national insurance contributions for its employees.
 - Payment of CIS deductions taken from its subcontractors.
- 7.3. All payments will be made to the Contractor.
- 7.4. If the Contractor shall be unable for any reason to undertake a Project for the Employment Business no Project Sum shall be payable by the Employment Business during any period that the Contractor does not carry out work on a Project(s).

8. OBLIGATIONS OF THE EMPLOYMENT BUSINESS

- 8.1. Throughout the term of this Contract the Employment Business shall pay the Contractor the agreed Project Sum in accordance with clause 7.1 above.
- 8.2. The Employment Business shall furnish the Contractor with sufficient information about the Project in order for the Contractor to arrange for the Project(s) to be carried out.
- 8.3. The Employment Business will advise the Contractor of any health & safety information or advice which it receives from the End Client which may affect the Contractor's Workers during the Project(s).
- 8.4. The Employment Business shall act as the Agent of the Contractor and ensure that workers have the right to live and work in the UK. For the avoidance of doubt, the Employment Business will NOT incur any liability or penalty if the Employment Business is in breach of this clause 8.4.

9. AGENCY WORKERS REGULATIONS

- 9.1. Both Parties agree that the Contractor's sub contractors engaged on projects are self employed and are **NOT** deemed to be 'agency workers' pursuant to AWR.
- 9.2. Both Parties agree that where the Contractor is an Umbrella Company (as set out in the AWR) its employees engaged on projects are deemed to be 'agency workers' pursuant to AWR and each Party warrants its respective compliance with AWR and that the following paragraphs apply where the Contractor engages employees to carry out projects:
- 9.2.1 Pursuant to Regulation 10 of AWR, the Contractor shall not employ employees under pay between assignments contracts ("PBA Contracts") on projects with the Employment Business without the prior written consent of the Employment Business.
- 9.2.2 The Contractor will notify the Employment Business as soon as possible prior to the commencement of an Employee's project if the Employee has a permanent contract of employment with the Contractor that satisfies the requirements of Regulation 10 of the Agency Workers Regulations and immediately if and when any such contract is terminated.
- 9.2.3 Prior to the commencement of a Project by an employee of the Contractor and during any Project (as appropriate), the Employment Business shall have obtained information from the Client and confirmed to the Contractor in writing whether such an employee has worked at the same location at any time since 01 October 2011 and to confirm to the Contractor of any calendar weeks in which the employee has worked with the Client (including via any third party) prior to the date of commencement of the relevant Project which may count towards the Qualifying Period.
- 9.2.4 Both parties agree to notify the other immediately in writing of any breaks applicable the Contractor's Employees pursuant to Regulation 7 of AWR.
- 9.2.5 The Employment Business will notify the Contractor in the Project Schedule (or by any other mutually agreed method of communication) if the any of their employees are entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the Agency Workers Regulations which are preferential to rights and entitlements relating to the same under the Working Time Regulations 1998, Any such terms and conditions and the date from which they commence will be set out in the Project Schedule or upon immediately being known. Such notification will be done within 12 weeks of the start of the Employee's project.
- 9.2.6 The Employment Business will notify the Contractor in the Project Schedule (or by any other mutually agreed method of communication) if any of their employees are entitled to any day 1 entitlements set out in the AWR and relevant information pertaining to information about job vacancies
- 9.2.7 If any of the Contractor's Employees make a written request to either party for information in accordance with Regulation 16 of AWR, the recipient of such a request shall provide notice to the other party in writing within three (03) Working Days. The Employment Business shall if required by the Contractor use reasonable endeavours to respond to the Contractor within a further five (05) Working Days with the requested information.
- 9.2.8 Save to the extent any such Loss results from any act or omission of the Employment Business or the End Client, the Contractor shall indemnify and keep indemnified the Employment Business against any Losses the Employment Business may suffer or incur as a result of any claim made by or on behalf of the Employee under the AWR.

10. TERMINATION

- 10.1 The Employment Business may terminate a project at any time, without notice and without liability.
- 10.2 The Contractor acknowledges that the continuation of a Project is subject to and conditioned by the continuation of the contracts entered into between the Employment Business and its Clients. In the event that a contract between the Employment Business and the End Client is terminated for any reason the Project shall cease with immediate effect without liability to either party.
- 10.3 The Employment Business may without notice and without liability terminate this contract.
- 10.4 The Contractor may terminate a project in accordance with the notice period stated in the Project Schedule. In the absence of a notice period stated in the Project Schedule the notice period shall be one week.

11. ACKNOWLEDGMENT

- 11.1. The Contractor acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by the Contractor and its Workers and any third party to whom the Contract is assigned or sub-contracted for the End Client during the Project shall belong to the End Client. Accordingly the Contractor shall procure that its Workers 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 its rights pursuant to this clause. The Contractor further warrants that its Workers waive all moral rights under the Copyright Designs and Patents Act 1988 in respect of such work deriving from a Project.

12. CONFIDENTIALITY AND DATA PROTECTION

- 12.1 In order to protect the confidentiality and trade secrets of any End Client and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Contractor agrees on its own part and on behalf of its Workers as follows:

- 12.2 Not at any time whether during or after the Project (unless expressly so authorised by the End Client or the Employment Business as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or confidential information of the End Client;
- 12.3 To deliver up to the End Client or the Employment Business (as directed) at the end of the Project all documents and other materials belonging to the End Client (and all copies) which are in its possession including documents and other materials created by it or the Workers during the course of the Project;
- 12.4 Not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of its duties under the Project in which event any such item shall belong to the End Client or the Employment Business as appropriate.
- 12.5 The Contractor and its Workers shall at all times comply with the Data Protection Laws and any relevant regulations issued under it and any applicable codes of practice and guidelines issued from time to time by the Information Commissioner.
- 12.6 The Employment Business may maintain the Contractors (and their workers) details as computer records. They may disclose this information to any member of the Scantec family of companies and their professional advisors, agents, Employment Agencies, Employment Businesses and where applicable Government agencies for all purposes.
- 12.7 All information relating to the Contractor and a worker is confidential and where that information relates to an individual is also subject to the Data Protection Laws and is provided solely for the purpose of providing services. Such information must not be used for any other purpose nor divulged to any third party and the Contractor undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the information at all times.

13 RESTRICTION

- 13.1 The Contractor's workers shall not for a period of six months following the termination of a Project work directly, or through any other person, firm or company, to any End Client for whom it has carried out the Project at any time during the previous six months (save in the case of supply through an employment business or recruitment consultancy with whom the Contractor was also registered at the date of commencement of the Project).

14. COMPUTER EQUIPMENT WARRANTY

- 14.1 The Contractor shall ensure that any computer equipment and associated software which it provides to its Workers for the purpose of undertaking projects contains anti-virus protection with the latest released upgrade from time to time and will be year 2000 compliant.

15. RELATIONSHIP BETWEEN EMPLOYMENT BUSINESS AND CONTRACTORS

- 15.1 The Contractor acknowledges to the Employment Business that its services are supplied to the Employment Business as an independent contractor and that accordingly the responsibility of complying with all statutory and legal requirements relating to the Workers of the Contractor shall fall upon and be discharged wholly and exclusively by the Contractor.

16. NOTICES

- 16.1 All notices which are required to be given by the Contractor hereunder shall be in writing and shall be sent to the registered office of the Employment Business from time to time. Any such notice may be delivered personally or by first class prepaid post or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours and if by facsimile transmission when dispatched.
- 16.2 Any notice given by the Employment Business may be done personally, by email, by fax or by post. Notification is deemed to have been served when orally notified or when the written communication is delivered. In the case of email or fax communication delivery is at the time of sending the communication; with regards post, the delivery is 48 hours after dispatch by first class post.

17. LIABILITY

- 17.1 The Contractor shall indemnify the Employment Business for all direct and reasonably foreseeable losses, incurred or suffered by the Employment Business during the existence of this Contract arising directly from any breach by the Contractor of this Contract or arising out of any negligent act or omission of the Contractor or the Contractor's Worker(s).
- 17.2 The Contractor shall ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance and any other suitable policies of insurance such as Professional Indemnity insurance in respect of the Contractor and its Workers during Projects and shall make a copy of the policy available to the Employment Business upon request.
- 17.3 The Contractor shall be liable for any defects arising in relation to the Projects and shall rectify at its own cost such defects as may be capable of remedy within a reasonable period from notification of such defects by either the Employment Business or the End Client.
- 17.4 The Contractor shall indemnify and keep indemnified the Employment Business against any Losses incurred by the Employment Business by reason of any proceedings, claims or demands by any third party (including specifically, but without limitation, HMRC and any successor, equivalent or related body pursuant to any of the provisions of ITEPA or the NICs Legislation (and/or any supporting or consequential secondary legislation relating thereto)) arising out of any Assignment or arising out of any non-compliance with, and/or as a result of, any breach of this Agreement by the Contractor.
- 17.5 The Contractor shall indemnify and keep indemnified the Employment Business against any Losses incurred by the Employment Business by reason of any proceedings, claims or demands by the Contractor, its workers or any third party arising out of any non-compliance with, and/or as a result of, any breach of the Data Protection Laws by the Contractor.

18 GOVERNING LAW AND JURISDICTION

- 18.1. This Contract 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 Contract shall be subject to the exclusive jurisdiction of the Courts of England & Wales.

19 ILLEGALITY

19.1 If any provision or term of this Contract shall become or be declared illegal, invalid or unenforceable for any reason whatsoever including, but without limitation, by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of any Court or other body or authority having jurisdiction over the parties of this Contract such terms or provisions shall be divisible from this Contract and shall be deemed to be deleted from this Contract provided always that if any such deletion substantially affects or alters the commercial basis of this Contract the parties shall negotiate in good faith to amend the modify the provisions and terms of this Contract as necessary or desirable in the circumstances.

20. DISCLAIMER

20.1 The Employment Business makes no representation nor does it accept any responsibility for ensuring that the terms of this contract are an accurate reflection of the relationship between the End Client and the Contractor. Furthermore the Employment Business accepts no liability to indemnify the Contractor for any losses, expenses or liabilities incurred by the Contractor whether by reason of tax or other statutory or contractual liability or any such liability to any third party arising from a Project.
The Contractor hereby authorises the Employment Business to make representations on their behalf including the submission of personal information to End Clients as deemed appropriate.

21. FORCE MAJEURE

21.1. Neither Party shall be liable for any delay in performing or for failure to perform its obligations under this Contract to the extent that and for so long as the delay or failure results from any cause or circumstances whatsoever beyond its reasonable control ('event of force majeure') provided it arises without the fault or negligence of such party.
21.2. If any event of force majeure occurs, subject to the affected party promptly notifying the non affected party in writing of the event of the force majeure, the date(s) for performance of the obligation affected shall be postponed for so long as is made necessary by the event of force majeure. Each Party shall use its reasonable endeavours to minimise the effects of any event of force majeure.

22. CONTRACT MONITORING AND AUDITS

22.1. The Employment Business reserves the right to audit the Contractor on an ad hoc basis to ensure compliance with this Agreement and all statutory requirements in relation to all Contractor's Workers supplied to provide The Works including but not limited to ITEPA and the NICs legislation. The Employment Business will give the Contractor 7 days' notice of such audit.
22.2. To assist the Employment Business in its audit the Contractor will:
22.2.1. maintain such records as are necessary to comply with this Agreement and all statutory requirements in relation to all Contractor's Workers supplied to provide The Works, and will provide copies of the same to the Employment Business on request;
22.2.2. provide the Employment Business with access to its premises and all records relating to all Contractor's Workers supplied to provide The Works.
22.3. If having conducted an audit, the Employment Business requires the Contractor to take any action the Contractor shall take such action within the time period specified in writing by the Employment Business. If the Contractor fails to take such action or to rectify the matter to the Employment Business's satisfaction, the Employment Business can terminate this Agreement.

23. THIRD PARTY RIGHTS

23.1 This contract does not give any rights to any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

Signed for and on behalf
of Scantec Personnel

Printed name:

Peter Bates

Position:

Managing Director

Date:

May 2018

Signed for and on behalf
of Company:

Company Name (printed):

Position:

Date:
