

CONTRACT FOR SERVICES - LIMITED COMPANY CONSULTANCY

This Agreement is made on **DATE** (Commencement Date) and is made between:

- (1) **XXXXXX** Limited (Registered in England & Wales No. **XXXXXX**) whose registered office is at **XXXXXXXXX** (**Company**); and
- (2) **XXXXXX** Limited (Registered in England & Wales No. **XXXXXX**) whose registered office is at **XXXXXXXXX** (**Consultancy**); and

Each one a party and together referred to as the parties

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this agreement, the following definitions apply:

Assignment means the temporary project which the Consultancy undertakes for the Client;

Assignment Schedule means the document confirming details of the Assignment, including any Special Conditions, which is issued to the Consultancy by the Company;

AWR means the Agency Workers Regulations 2010;

Best Industry Practice means the skill, diligence, prudence, foresight and judgment which would be expected from a highly skilled and experienced Consultancy engaged in the same type of undertaking under the same or similar circumstances, applying the best standards currently applied in their industry;

Client means the person, firm, organisation, body, partnership or company (together with any holding, subsidiary or associated company) to which the Consultancy is introduced or supplied;

Conduct Regulations means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

Confidential Information means any and all confidential, commercial, financial, marketing, technical or other information of whatever nature relating to the Client or their business or affairs (including but not limited to all data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and information) in any form or medium provided or disclosed to the Consultancy in relation to the Assignment by the Client or by a third party on behalf of the Client whether before or after the date of this agreement;

Consultancy Fees means the fees payable to the Consultancy by the Company for the Consultancy Services;

Consultancy Services means the services carried out during an Assignment as specified in the Assignment Schedule;

Data means personal data and special/sensitive personal data within the meaning of the Data Protection Legislation;

Data Protection Legislation means (i) the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the Data Protection Act 2018 or the GDPR;

Intellectual Property means all copyright, trademarks, database rights, design rights, patents and other intellectual property of any type existing anywhere in the world, whether capable of registration or not, together with any registration rights in the same where applicable;

ITEPA means the Income Tax (Earnings and Pensions) Act 2003;

Losses means all losses, liabilities, damages, costs, expenses, claims (actual or threatened), fees (including legal fees) and charges;

Online Assessment means a completed assessment from the HMRC checking tool at <https://www.tax.service.gov.uk/check-employment-status-for-tax> or in such other format as the Company may specify;

Opt Out means a written notice which has been given under Regulation 32(9) of the Conduct Regulations. Opted Out shall be interpreted accordingly;

Progress Report means a document, in a format specified by the Company, which details the Consultancy Services which have been provided during the period stated on such document;

Public Authority means a public authority within the meaning of section 61L of ITEPA;

Public Sector Intermediaries Legislation means Chapter 10 of Part 2 of ITEPA;

Relevant Jurisdiction means the location in which the Consultancy Services are performed;

Reporting Obligations means the Employment Intermediaries reporting obligations under s716B of ITEPA;

Representative means the person who performs the Consultancy Services on behalf of the Consultancy including, where applicable, any Substitute;

Restricted Period means the 6 month period following termination of the Assignment;

Special Conditions means any conditions specific to an Assignment as set out in the Assignment Schedule; and

Substitute means an alternative Representative or subcontractor appointed by the Consultancy from time to time under clause 5.4.

1.2. A person includes a natural person, firm, corporate or unincorporated body (whether or not having a separate legal personality).

1.3. Any phrase introduced by the words including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those words.

- 1.4. A reference to a statute or statutory provision is reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.5. Where appropriate, a reference to the Client shall be deemed to include any customer or client of the Client for whom the Consultancy performs the Consultancy Services.
- 1.6. The headings contained in this agreement are for convenience only and do not affect the interpretation of any clause.

2. BASIS OF AGREEMENT

- 2.1. This agreement, which is a contract for services, together with the Assignment Schedule constitutes the entire agreement between the Company and the Consultancy for the provision of the Consultancy Services to the exclusion of any alternative terms proposed by the Consultancy. In the event of any conflict or inconsistency between the documents, the Assignment Schedule shall take priority.
- 2.2. If the Consultancy has not signed this agreement or otherwise indicated its acceptance of the agreement in writing, the Consultancy shall be deemed to have accepted this agreement by providing the Consultancy Services or submitting a Progress Report to the Company, whichever occurs first.
- 2.3. No variation or alteration to this agreement shall be valid if made during an Assignment unless the details of such variation are agreed between the Company and the Consultancy, are set out in writing and a copy of the varied agreement is given to the Consultancy no later than 5 business days following the day on which the variation was made, stating the date on or after which such varied terms shall apply.
- 2.4. The Consultancy shall not rely on any statement, promise or representation made or given by or on behalf of the Company which is not set out in this agreement.
- 2.5. For the purposes of the Conduct Regulations, where applicable, the Company shall act as an Employment Business.

3. RELATIONSHIP BETWEEN THE PARTIES

- 3.1. The Company shall endeavour to identify potential Assignments for the Consultancy to perform from time to time but:
 - 3.1.1. the Company is under no obligation to offer any Assignment to the Consultancy; and
 - 3.1.2. the Consultancy is under no obligation to accept any Assignment which is offered by the Company.
- 3.2. The Company and the Consultancy agree that:
 - 3.2.1. each party is an independent business and there is no intention to create any partnership or joint venture between the parties;
 - 3.2.2. the Consultancy rather than the Company is responsible for paying any expenses, holiday pay, sick pay, pension contributions and other statutory payments to the Representative; and
 - 3.2.3. there is no intention for any contractual or employment relationship to exist between the Company and the Representative or between the Client and the Representative at any time.
- 3.3. The Consultancy may supply services to any third party at any time provided that this does not affect the provision of the Consultancy Services, create a conflict of interest or otherwise put the Consultancy in breach of this agreement.

4. CONSULTANCY'S WARRANTIES

- 4.1. The Consultancy warrants to the Company that:
 - 4.1.1. by entering into and performing its obligations under this agreement it will not breach any obligation which it owes to any third party;
 - 4.1.2. the Representative has the necessary skills and qualifications to perform the Consultancy Services;
 - 4.1.3. all information provided by the Consultancy and the Representative to the Company is and shall remain accurate and not misleading;
 - 4.1.4. the Representative has declared and shall declare to the Company any unspent criminal convictions and, if the Assignment falls within the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975, any spent convictions (unless protected or disregarded under the filtering rules);
 - 4.1.5. where relevant, the Representative has accurately disclosed any security clearances that the Representative holds and shall update the Company if there are any relevant changes to such security clearances;
 - 4.1.6. where relevant, the Representative has consented to the Company providing information about any security clearances to the Client and to any third party acting on behalf of the Client for the purpose of assessing their suitability, verifying their security clearances or applying for any additional security clearances which they may require to carry out the Assignment;
 - 4.1.7. the Representative has accurately disclosed any professional disciplinary proceedings or sanctions to which the Representative has been subject and shall update the Company if there are any changes to the Representative's professional disciplinary record;
 - 4.1.8. the Representative is legally entitled to work in the Relevant Jurisdiction and shall be throughout the term of any Assignment;
 - 4.1.9. all payments made by the Consultancy to the Representative *in respect of the Consultancy Services* shall be treated as employment income and subject to deductions for PAYE tax and National Insurance Contributions;

- 4.1.10. it shall account to HMRC or the appropriate tax authorities in the Relevant Jurisdiction for all taxes arising on the business activities of the Consultancy or in respect of any payments made by the Consultancy to the Representative;
 - 4.1.11. its agreement with the Representative requires the Representative to comply with any relevant obligations in this agreement including, without limitation, any obligations in respect of confidentiality, data protection and intellectual property;
 - 4.1.12. it is not a managed service company within the meaning of Chapter 9 of Part 2 of ITEPA;
 - 4.1.13. it is a private limited company, registered in England, Wales or Scotland, and in good standing with Companies House; and
 - 4.1.14. the Representative shall not be deemed to be an agency worker within the meaning of the AWR unless (i) clause 7.6 applies or (ii) the parties have agreed that the Representative shall be under the supervision, direction or control of the Client or any third party during the Assignment.
- 4.2. The Consultancy acknowledges that the warranties given in this clause 4 are given on a continuing basis and the Consultancy must notify the Company without delay if the Consultancy is unable to confirm any of the warranties at any time.

5. CONSULTANCY'S OBLIGATIONS

- 5.1. The Consultancy shall:
- 5.1.1. perform the Consultancy Services in accordance with Best Industry Practice;
 - 5.1.2. observe any relevant rules and regulations of the site where the Consultancy Services are being performed, including but not limited to those relating to health and safety, site security and IT usage but only to the extent that they are applicable to an independent contractor and not so as to create any right of supervision, direction or control over the Consultancy;
 - 5.1.3. comply with all relevant legislation at all times and not do anything or permit anything to be done which would place the Client or the Company in breach of any legislation;
 - 5.1.4. not at any time divulge to any person, nor use for its own benefit, any Confidential Information;
 - 5.1.5. not engage in any conduct detrimental to the interests of the Company or the Client;
 - 5.1.6. not discriminate against, harass or victimise any employee of the Company or the Client or any other person during the course of the Assignment;
 - 5.1.7. ensure that the Representative does not hold themselves out to be an employee or worker of the Company or the Client;
 - 5.1.8. not purport to bind the Company or the Client contractually without the express written consent of the Company or the Client as the case may be;
 - 5.1.9. return, in good condition, upon termination of the Assignment or at any time upon demand any property or equipment belonging to the Client or the Company which is provided to the Consultancy or to the Representative during the course of an Assignment; and
 - 5.1.10. ensure that the Representative does nothing which would place the Consultancy in breach of any obligation under this agreement.
- 5.2. The Consultancy shall:
- 5.2.1. ensure that any computer equipment and software belonging to or licenced to the Consultancy which is used for the Consultancy Services is protected by up-to-date anti-virus protection;
 - 5.2.2. not install any software onto any Client computer equipment or network without the consent of the Client; and
 - 5.2.3. not download, install or introduce any computer virus, spyware or similar malware into any computer equipment or network belonging to the Company or the Client.
- 5.3. The Consultancy shall notify the Company as soon as reasonably practicable if:
- 5.3.1. it becomes insolvent or it has applied to be struck off at Companies House;
 - 5.3.2. the Consultancy is unable to provide the Consultancy Services during an Assignment for any reason;
 - 5.3.3. the Consultancy is aware of any reason why the Consultancy or Representative are not suitable for an Assignment;
 - 5.3.4. the Client expresses any intention to vary the nature, scope or location of the Assignment; or
 - 5.3.5. the Client engages or expresses an intention to engage the Consultancy or the Representative directly or indirectly.
- 5.4. Subject to clause 5.5:
- 5.4.1. the Consultancy shall appoint a Substitute if any Representative is unable or unavailable to perform the Consultancy Services and the Consultancy:
 - 5.4.1.1. shall ensure that the Substitute has the relevant experience, training, qualifications, authorisations and necessary clearances to perform the Consultancy Services;
 - 5.4.1.2. shall be responsible for making any payments to the Substitute; and
 - 5.4.1.3. shall remain responsible for the provision of the Consultancy Services and for any act or omission of the Substitute.
 - 5.4.2. the Consultancy shall determine the manner in which to perform the Consultancy Services;
 - 5.4.3. the Consultancy shall determine the times at which to perform the Consultancy Services and the locations in which the Consultancy Services are performed, subject to the reasonable operational requirements of the Client; and
 - 5.4.4. the Consultancy shall provide at its own cost all such equipment, tools and training as is necessary for the performance of the Consultancy Services, unless otherwise agreed with the Company.

- 5.5. Clause 5.4 shall not apply where the (i) Client has deemed the Assignment to fall within the Public Sector Intermediaries Legislation or (ii) the Consultancy is otherwise operating inside of IR35.
- 5.6. If the Consultancy and Representative have Opted Out, the Consultancy shall not and shall procure that the Representative does not without the consent of the Company, supply services which are materially similar to the Consultancy Services to the Client, directly or indirectly, within the Restricted Period.

6. PROVISION OF INFORMATION

- 6.1. The Consultancy shall provide all such information as the Company shall require to:
- 6.1.1. comply with the Company's Reporting Obligations within five Business Days of the Company requesting such information;
 - 6.1.2. where applicable, show whether the Consultancy operates inside or outside of the Public Sector Intermediaries Legislation including, without limitation, an Online Assessment; and
 - 6.1.3. make payment of the Consultancy Fees where clause 7.6 applies including, without limitation, the Representative's National Insurance number, tax code and last P45.
- 6.2. The Company shall:
- 6.2.1. issue an Assignment Schedule to the Consultancy prior to commencement of an Assignment or as soon as reasonably practicable thereafter; and
 - 6.2.2. advise the Consultancy of any relevant health and safety information relating to the Assignment which the Company receives from the Client and, if the Consultancy and Representative have not Opted Out, any information specified in the Conduct Regulations.

7. INVOICING & PAYMENTS

- 7.1. At the end of each week of the Assignment or at such interval as may be agreed between the Consultancy and the Company, the Consultancy shall submit a Progress Report to the Company which has been approved by an authorised representative of the Client.
- 7.2. The Consultancy warrants that it shall enter into a self-billing agreement with the Company, entitling the Company to raise invoices based on the approved Progress Reports.
- 7.3. Following receipt of the Progress Report, the Company shall raise a self-bill invoice and pay the Consultancy Fees into a UK-based bank account in the name of the Consultancy within two working days.
- 7.4. Subject to clause 7.10, the Company shall not pay any Consultancy Fees to the Consultancy in respect of any Progress Report which has not been approved by the Client.
- 7.5. The Company shall be under no obligation to pay the Consultancy Fees in respect of any Progress Report which is submitted to the Company more than three months after the week to which it relates.
- 7.6. If the Client is a Public Authority and has determined that the Assignment falls within the Public Sector Intermediaries Legislation:
- 7.6.1. the Company shall deduct from the Consultancy Fees any PAYE tax and Employers and Employees National Insurance Contributions in respect of the Representative and remit the same to HMRC;
 - 7.6.2. the Company shall deduct from the Consultancy Fees any additional statutory charges or levies arising in relation to the deductions under clause 7.6.1 including, without limitation, the Apprenticeship Levy;
 - 7.6.3. after making the relevant deductions under clauses 7.6.1 and 7.6.2, the Company shall remit the remaining balance to the Consultancy;
 - 7.6.4. the deduction of PAYE tax and National Insurance Contributions from the Consultancy Fees shall not cause the Representative to be an employee or worker of the Company at any time and the Representative shall not therefore be entitled to any statutory or contractual right or benefit which would ordinarily be available to employees or workers of the Company including, without limitation, any right to SSP, SMP or to participate in the Company' pension scheme; and
 - 7.6.5. the Representative shall be an agency worker within the meaning of the AWR.
- 7.7. The Consultancy shall not be entitled to receive Consultancy Fees for any period in which the Consultancy Services are not provided for any reason.
- 7.8. If expenses are payable to the Consultancy in addition to the Consultancy Fees, no such expenses shall be payable by the Company until:
- 7.8.1. the Client has agreed to such expenses in writing; and
 - 7.8.2. the Consultancy has submitted an invoice for such expenses, supported by suitable documents.
- 7.9. If the Client notifies the Company that it shall not pay for any part of the Consultancy Services, the Consultancy shall provide all such assistance as the Company shall require to investigate the Client's reasons for non-payment and, subject to clause 7.10, the Company shall not be liable to pay for any part of the Consultancy Services for which the Client is unwilling or unable to pay the Company.
- 7.10. If the Consultancy and Representative have not Opted Out:
- 7.10.1. the Company shall accept a Progress Report from the Consultancy which has not been approved by the Client but the payment of the relevant Consultancy Fees may be delayed for a reasonable period while the Company seeks approval of such Progress Report from the Client or confirmation of the Consultancy Services which were actually performed in the period specified on the Progress Report; and

- 7.10.2. the Company undertakes to pay the Consultancy Fees irrespective of whether the Company expects to receive payment from the Client.
- 7.11. If any sum of money is owed to the Company by the Consultancy for any reason including, without limitation, a prior overpayment, the Company may set off and deduct that sum from any amount due or which at any later time is due to the Consultancy.

8. TERMINATION

- 8.1. The Assignment shall commence on the date set out in the Assignment Schedule and, subject to any notice provision within the Assignment Schedule, may be terminated by either party at any time and without liability.
- 8.2. Notwithstanding any notice provision within the Assignment Schedule, the Company may without notice and without liability terminate the Assignment at any time, where:
- 8.2.1. the Consultancy has committed a serious or persistent breach of its obligations under this agreement, undergoes a change of control or becomes insolvent;
- 8.2.2. the Client notifies the Company of a serious issue with the Consultancy's performance of the Assignment;
- 8.2.3. the Company, acting reasonably, considers that it would be detrimental to the interests of the Consultancy or the Client for the Assignment to continue;
- 8.2.4. the Client notifies the Company that the Consultancy Services have been completed; or
- 8.2.5. the agreement between the Client and the Company is terminated for any reason.
- 8.3. The Company shall not be liable to the Consultancy if the Client cancels or delays the Assignment prior to its commencement for any reason.
- 8.4. On termination of the Assignment, this agreement shall also terminate and any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination of the agreement shall remain in full force and effect.

9. CONFIDENTIALITY & INTELLECTUAL PROPERTY

- 9.1. The Consultancy shall and must ensure that the Representative shall:
- 9.1.1. not at any time whether during or after the Assignment, unless expressly authorised by the Client, disclose to any person or make use of any of the trade secrets or Confidential Information of the Client other than any information already in the public domain (but not any information which has been placed in the public domain by the Consultancy in breach of confidentiality);
- 9.1.2. deliver up to the Client at the end of the Assignment all documents and other materials belonging to the Client which are in its possession including documents and other materials created by the Consultancy during the Assignment;
- 9.1.3. not at any time 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 the Assignment; and
- 9.1.4. enter into any supplementary confidentiality agreement or undertaking as may be reasonably requested by the Company or the Client from time to time.
- 9.2. Unless otherwise specified in the Assignment Schedule, all Intellectual Property arising out of or in connection with the Assignment shall belong to the Client and the Consultancy shall ensure that:
- 9.2.1. the Consultancy and the Representative enter into such documents as may be necessary, without delay and without charge, to formally assign to the Client any interests in any Intellectual Property which is created or discovered or which otherwise arises out of or in connection with the Assignment;
- 9.2.2. the Consultancy will do everything and will procure that the Representative will do everything that the Client may reasonably require to vest the rights referred to in this clause in the Client or such third party as the Client specifies, whether before or after the termination of this agreement;
- 9.2.3. the Consultancy discloses to the Client without delay any idea, method, invention, discovery, design, concept or other work made or created by the during the course of an Assignment; and
- 9.2.4. the Consultancy Services do not breach the intellectual property rights of any third party.
- 9.3. For the avoidance of doubt, the Client shall retain ownership of all Intellectual Property of any nature in the documents, data and other materials provided to or provided by the Consultancy in relation to an Assignment and the Client shall not be deemed to have granted the Consultancy a licence to use the documents, data or other materials other than for the purposes of performing the relevant Assignment.
- 9.4. The Consultancy irrevocably and unconditionally waives in favour of the Client all moral rights conferred on it by statute for any intellectual property, design or copyright work in which rights are or should be vested in the Client pursuant to this clause and the Consultancy shall procure the same waiver from the Representative.
- 9.5. The Consultancy shall indemnify the Client and the Company against any Losses arising out of or in connection with any allegation that any work or work product performed or delivered by the Consultancy in connection with this agreement infringes the intellectual property rights of any third party.

10. DATA PROTECTION

- 10.1. The Consultancy may have access to Data during an Assignment and, as a data processor within the meaning of the Data Protection Legislation, shall:
- 10.1.1. process such Data only on the written instructions of the Client;
 - 10.1.2. where applicable, ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Data and against accidental loss or destruction of, or damage to, Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected;
 - 10.1.3. ensure that all Representatives who have access to and/or process Data are obliged to keep the Data confidential;
 - 10.1.4. not transfer any Data outside of the European Economic Area without the prior written agreement of the Client;
 - 10.1.5. assist the Client in responding to any request from an individual pursuant to the Data Protection Legislation;
 - 10.1.6. notify the Client without undue delay on becoming aware of a breach of data security; and
 - 10.1.7. delete or return, as requested by the Client, Data and copies thereof on termination of the Assignment.

11. BRIBERY & ANTI-CORRUPTION

- 11.1. The Consultancy shall:
- 11.1.1. comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
 - 11.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - 11.1.3. comply with the Client's Ethics and Anti-Bribery Policies as notified to the Consultancy, in each case as may be updated from time to time (Relevant Policies);
 - 11.1.4. have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 11.1.2, and will enforce them where appropriate; and
 - 11.1.5. promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Consultancy in connection with the performance of this agreement or the Assignment.

12. COMPLIANCE INFORMATION

- 12.1. The Consultancy shall provide without delay all such documents and information as may be requested by the Company in relation to the engagement and payment of the Representative including, without limitation, any contract, right to work and identification check, payslip, remittance advice, RTI return, P11d, P87 and P60.
- 12.2. The Consultancy warrants that each Representative has unconditionally agreed to the Consultancy providing to the Company any documents and information relating to the Representative which the Company may require pursuant to this clause.
- 12.3. The Consultancy must ensure that any documents and information which are sent by the Consultancy to the Company electronically are encrypted or password protected.
- 12.4. The Company warrants that:
- 12.4.1. it shall process and retain all data, documents and information provided by the Consultancy under this clause in accordance with the Data Protection Legislation; and
 - 12.4.2. the Company shall not disclose any such data, documents or information to any third party other than the Client, their professional advisors and service providers or otherwise as permitted or required by law.

13. LIABILITY & INDEMNITY

- 13.1. The Consultancy shall be liable for and shall indemnify the Company and the Client for any Losses suffered or incurred as a result of:
- 13.1.1. the Consultancy's breach of any obligation under this agreement, negligence or other tortious act and breach of statutory duty;
 - 13.1.2. the Consultancy's errors or omissions in the course of the Assignment;
 - 13.1.3. the repair or replacement cost (as appropriate) of any tools, plant, equipment, materials or other property belonging to the Company or the Client which are (i) lost or damaged by the Consultancy (ii) not returned by the Consultancy at the end of the Assignment or (iii) stolen while in the possession of the Consultancy;
 - 13.1.4. any defect in the Consultancy Services and, if requested by the Client, the Consultancy shall remedy any defect which is capable of remedy without delay in the Consultancy's own time and at the Consultancy's own expense;
 - 13.1.5. any Representative bringing or threatening to bring a claim against the Company or the Client in the Employment Tribunal;

- 13.1.6. any Representative or third party bringing or threatening to bring a claim against the Company or the Client predicated upon there being a direct contractual relationship between the Representative and the Company or between the Representative and the Client; and
- 13.1.7. any claim, demand or assessment made by HMRC (or an equivalent body) for income tax or National Insurance Contributions relating to any Representative.
- 13.2. Subject to clause 13.3, the aggregate liability of the Company to the Consultancy in respect of any claim or series of claims arising out of or in connection with this agreement and whether arising in contract, tort (including negligence) or otherwise shall be limited to the Consultancy Fees paid by the Company to the Consultancy in the three month period immediately prior to such claim arising.
- 13.3. Nothing in this agreement should be construed as limiting or excluding the Company's liability for fraud or fraudulent misrepresentation, for death or personal injury arising from the Company's negligence or for any other claim which may not be limited or excluded by law.

14. INSURANCE

- 14.1. The Consultancy must, unless otherwise specified in the Assignment Schedule, maintain in force throughout the Assignment:
- 14.1.1. Employers' Liability Insurance with cover of not less than £5,000,000 per claim, unless the Consultancy is exempt under the Employers' Liability (Compulsory Insurance) Act 1969;
- 14.1.2. Public Liability Insurance with cover of not less than £1,000,000 per claim; and
- 14.1.3. Professional Indemnity Insurance with cover of not less than £1,000,000 per claim.
- 14.2. The Consultancy must ensure that the Professional Indemnity Insurance policy referred to in clause 14.1.3 is maintained for a period of not less than six years following termination of this agreement.
- 14.3. The Consultancy shall provide copies of the insurance policy schedule to the Company and the Client on request, together with the receipt for payment of the annual premiums.

15. GENERAL PROVISIONS

- 15.1. The Consultancy shall not assign any of its rights under this agreement without the written consent of the Company.
- 15.2. If any provision in this agreement is determined by a competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the agreement, which shall continue to be valid to the fullest extent permitted by law.
- 15.3. Subject to clause 15.4, neither party intends for this agreement to be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.
- 15.4. The Client shall have the benefit of a third party right to enforce clauses 9, 10, 11 and 13.1 directly against the Consultancy.
- 15.5. No failure or delay by a party in exercising any right or remedy under the agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 15.6. This agreement shall be interpreted in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any dispute or claim arising between the parties in relation to the construction, interpretation or performance of the agreement.

Agreed with effect from the Commencement Date and signed on behalf of the Consultancy:

Signed:	
Print Name:	
Position:	
Date:	

TEMPORARY WORKER ASSIGNMENT SCHEDULE (CONSULTANCY)**Consultancy & Representative Details:**

Consultancy:	
Representative ¹ :	
Opted Out of Conduct Regulations	Yes / No
Experience, training, qualifications or authorisations required by Client, law or any professional body for Representative to perform the assignment on behalf of the Consultancy:	

Client Details:

Client Name:	
Contact Name at Client:	
Client Address:	

Assignment Details:

Consultancy Services:	
Site Address:	
Estimated hours for provision of Services:	
Start date of assignment:	
Anticipated end date of assignment:	
Notice for Client/Employment Business to terminate assignment:	
Notice for Consultancy to terminate assignment:	
Health & Safety risks disclosed by Client and steps taken to prevent or control such risks:	
Public Sector Assignment:	Yes / No
If Yes, does Client deem Assignment to be inside or outside of the Intermediaries Legislation?	Inside / Outside
Special Conditions/Other Information:	<i>Include anything specific to the assignment, including the provision of equipment by the Consultancy, retention of IP rights, additional/enhanced insurance requirements etc</i>
Consultancy Fees:	£ per day/hour
Expenses Payable:	
Payment Frequency:	Weekly
Applicable Terms:	Contract For Services – Limited Company Consultancy

¹ Subject to right of substitution

CONSULTANCY - CONDUCT REGULATIONS OPT OUT NOTICE

If you wish to opt out of the Conduct Regulations, please read this Opt Out Notice (Opt Out) carefully. You should take independent legal advice if you do not understand the effect of this Opt Out.

Please note that:

- this Opt Out is ineffective unless it is signed on behalf of the Consultancy and by the Representative i.e. the Opt Out must be signed twice, even if the director of the Consultancy is also the Representative carrying out the Assignment; and
- you cannot effectively Opt Out of the Conduct Regulations if your assignment involves attending or caring for any vulnerable person (including any person under 18.)

Parties:

(1) [Company Name] [Registered in England & Wales No. Company number] of [address] ("Consultancy")

(2) [Name of individual] of [address] ("Representative")

1. This Opt Out is supplemental to the agreement between the Employment Business and the Consultancy. Where appropriate, the terms used in this Opt Out shall have the same meaning as those defined in the Agreement.
2. The Consultancy and the Representative intend that the provisions of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 will not apply to any Assignment undertaken by the Consultancy for the Employment Business.
3. The Consultancy and the Representative have freely entered into this Opt Out and the provision of work-finding services by the Employment Business was not conditional upon the Consultancy and Representative executing this Opt Out.
4. The Consultancy or the Representative may retract this Opt Out by notifying the Employment Business in writing. Any retraction of this Opt Out which is given during an Assignment will not take effect until the Assignment has ended.

We wish to opt out of the Conduct of Employment Agencies and Employment Businesses Regulations 2003:

Agreed and signed on behalf of the Consultancy by an authorised signatory:

Signed:	
Print Name:	
Position:	
Date:	

Agreed and signed by the Representative:

Signed:	
Print Name:	
Date:	