TERMS OF BUSINESS WITH AN UMBRELLA COMPANY

THE PARTIES

(1) _____ Limited (registered company no) _____

of _____
(**"the Umbrella Company"**).

(2) A Day Consultants Limited (trading as Academics) (registered company no. 04493101) of Kingston House, Towers Business Park, Wilmslow Road, Manchester, M20 2LD ***("the Employment Business").***

RECITALS

(A) The Umbrella Company undertakes the provision of agency workers and has agreed to provide those services (**"the Umbrella Company Services"**) specified in the relevant Assignment Details Form.

(B) The Employment Business has requested the Umbrella Company and the Umbrella Company has agreed with the Employment Business, to supply the Umbrella Company Services to the Hirer on the terms and subject to the conditions of this Agreement.

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement the following definitions apply:

"Agency Worker" means the Umbrella Company's employees who are introduced or provide the Umbrella Company Services to the Hirer as defined in Regulation 3 of the AWR;

"Assignment" means the Umbrella Company Services to be performed by the Agency Worker for a period of time during which the Umbrella Company is supplied by the Employment Business to provide the Umbrella Company Services to the Hirer;

"Assignment Details Form" means written confirmation of the Assignment details set out in clause 6.2;

"AWR" means the Agency Workers Regulations 2010;

"Bribery Act" means the Bribery Act 2010;

"Calendar Week" means any period of seven days starting with the same day as the first day of the First Assignment;

"Companies Acts" means the 1985, 1989 and 2006;

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

"Confidential Information" shall mean any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Hirer or Employment Business or their business or affairs (including but not limited to this Agreement, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to, whether in writing, orally or by any other means, provided to the Umbrella Company or any third party in relation to the Assignment by the Hirer or the Employment Business or by a third party on behalf of the Hirer whether before or after the date of this Agreement together with any reproductions of such information in any form or medium or any part(s) of such information;

"Control" means (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be construed accordingly;

"Data Protection Laws" means the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/679) and any applicable statutory and regulatory provisions and in force from time to time relating to the protection and transfer of personal data;

"Engagement" means the engagement, (including the Umbrella Company's and/or the Agency Worker's acceptance of the Hirer's offer), employment or use of the Umbrella Company and/or any Agency Worker by the Hirer or by any third party to whom the Umbrella Company and/or any Agency Worker have been introduced by the Hirer, directly or indirectly, on a permanent or temporary basis, whether under a contract of service or for services, an agency, license, franchise or partnership arrangement, or any other engagement, and "Engage", "Engages" and "Engaged" shall be construed accordingly;

"First Assignment" means:

(a) the relevant Assignment; or

(b) if, prior to the relevant Assignment:

i. the Agency Worker has worked in any assignment in the same role with the relevant Hirer as the role in which the Agency Worker works in the relevant Assignment; and

ii the relevant Qualifying Period commenced in any such assignment,

that assignment (an assignment being (for the purpose of this defined term) a period of time during which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer;

"FOIA" means the Freedom of Information Act 2000;

"Hirer" means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Umbrella Company is supplied or introduced;

"Hirer's Group" means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Hirer, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Hirer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;

"Intermediary" means any entity (incorporated or unincorporated), other than the Umbrella Company, through which the Agency Worker provides their services to the Hirer;

"Irregular Hours Worker" means a worker whose paid hours of work in relation to a leave year in each pay period during the term of their contract in that year is, under the terms of their contract, wholly or mostly variable as defined under Regulation 15F (1)a WTR 1998;

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

"Key Information Document" means the document required under Regulation 13A of the Conduct Regulations;

"Losses" means all losses, liabilities, damages, costs, expenses, fines penalties or interest whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands and "Loss" shall be construed accordingly;

"Master Vendor" means a vendor in a – second tier supplier arrangement where the vendor is the preferred supplier of staff to the Hirer;

"Material Interest" means:

(a) in the case of a company, owning, controlling or being entitled to a beneficial interest in more than 5% of the shares; or

(b) in the case of a partnership, being entitled to the benefit of 60% or more of the partnership;

"Minimum Rate" means the National Minimum Wage or the National Living Wage being the minimum rate of pay that the Employment Business reasonably expects to achieve, for all hours worked by the Umbrella Company;

"MSC Legislation" means Part 2, Chapter 9 ITEPA;

"NICs Legislation" means legislation regarding the deduction and payment of national insurance contributions including in particular the Social Security (Categorisations of Earners) Regulations 1978 and the Social Security (Intermediaries) Regulations 2000;

"**Non-Material Interest"** means:

(a) in the case of a company, owning controlling or being entitled to a beneficial interest 5% or less of the shares; or

(b) they receive, expect, or entitled to receive payment that is not deemed employment income;

"Neutral Vendor" means a vendor in a – second tier supplier arrangement where the vendor provides no staff directly to the Hirer but simply manages the supplies of staff from secondary Employment Businesses on behalf of the Hirer;

"Off-payroll Rules" means Part 2, Chapter 10 ITEPA;

"Part Year Worker" means a worker **who** in relation to a leave year, under the terms of their contract, is required to work only part of that year and there are periods within that year (during the term of the contract) of at least a week which they are not required to work and for which they are not paid as defined under Regulation 15F (1) b WTR 1998;

"Period of Extended Hire" means (for the purposes of the Conduct Regulations) any additional period that the Hirer wishes the Agency Worker to be supplied for beyond the duration of the original assignment or series of assignments as an alternative to paying a Transfer Fee;

"Public Authority" means (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 the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer in the same role, and as further defined in the AWR;

"Regulatory Body" means any professional body to which registration or membership is required to allow the Umbrella Company and / or Agency Worker to provide or carry on the Type of Work which may include but is not limited to the General Medical Council (GMC), the Nursing and Midwifery Council (NMC) and the Disclosure and Barring Services (DBS);

"Relevant Period" means (for the purposes of the Conduct Regulations) whichever ends the later of (a) the period of 8 weeks commencing on the day after the last day on which the Agency Worker worked for the Hirer having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the first day on which the Agency Worker worked for the Hirer having been supplied by Employment Business; or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment;

"Relevant Terms and Conditions" means terms and conditions relating to:

(a) pay;

(b) the duration of working time;

(c) night work;

(d) rest periods;

(e) rest breaks; and

(f) annual leave

that are ordinarily included in the contracts of employees or workers (as appropriate) of the Hirer whether by collective agreement or otherwise and including (for the avoidance of doubt and without limitation) such terms and any basic working and employment conditions that have become contractual by virtue of custom and practice, including copies of all relevant documentation;

"Reporting Requirements" means the requirements of the Income Tax (Pay as You Earn) (Amendment No.2) Regulations 2015;

"Restricted Person" means anyone employed or engaged by the Umbrella Company in the capacity as an employee, Agency Worker, or otherwise with whom the Umbrella Company and/or Agency Worker dealt in the 12 month period prior to the end of their last Assignment with the Employment Business;

"Rolled Up Holiday Pay" pay due to a worker in respect of leave to which the worker is entitled which must be paid at the same time as a worker's remuneration for work in accordance with Regulations 16A, 16(1) and 15B of WTR 1998;

"Safeguarding Legislation" means the Safeguarding Vulnerable Groups Act 2006;

"Specified Intermediary" means the party required to submit the report to HMRC in compliance with the Reporting Requirements;

"Temporary Work Agency" means as defined in the AWR;

"Transfer Fee" means a fee payable by the Hirer to the Employment Business if the Hirer or any third party wishes to Engage the Agency Worker, as set out in clauses 3.7 and 3.8;

"Transparency Regulations" means the Modern Slavery Act 2015;

"Type of Work" means (for the purpose of the Conduct Regulations) teaching or such other work as the Employment Business may from time to time consider is of interest to the Umbrella Company;

"Umbrella Company" means:
(a) any person or entity meeting the definition of an umbrella company and/or participating in arrangements as a purported umbrella company within the meaning(s) set out in Chapter 11 ITEPA; and/or
(b) any person or entity meeting the definition of an umbrella company as set out in the Employment Agencies Act 1973; and/or
(c) a person or entity meeting the definition of an umbrella company within the meaning set out in the Conduct Regulations;

"**Umbrella Company Declaration**" means the declaration given by the Umbrella Company in the form set out in in Appendix A;

"Umbrella Company Fees" means the fees payable to the Umbrella Company for the provision of the Umbrella Company Services;

"Vulnerable Person" means (for the purpose of the Conduct Regulations) any person who by reason of age, infirmity, illness, disability or any other circumstance needs care or attention, and includes any person under the age of 18;

"WTR" means the Working Time Regulations 1998.

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 this Agreement are for convenience only and do not affect their interpretation.

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

2. THE CONTRACT

2.1. This Agreement together with the attached Schedule and Appendices and any applicable Assignment Details Form (**"Agreement"**) constitutes the entire agreement between the Employment Business and the Umbrella Company and governs for the supply of the Umbrella Company Services to the Hirer and shall govern all Assignments undertaken by the Umbrella Company.

2.2. This Agreement governs the underlying relationship between the Employment Business and the Umbrella Company and shall govern all Assignments undertaken by Agency Workers on behalf of the Umbrella Company. Termination of an Assignment (in accordance with clause 9) will not terminate the underlying relationship between the Umbrella Company and the Employment Business).

2.3. The Agency Workers are engaged by the Umbrella Company. For the avoidance of doubt this Agreement shall not be construed as a contract of employment or contract for service between any Agency Worker or any representative of the Umbrella Company supplied to carry out the Assignment and either the Employment Business or the Hirer, and any of the liabilities of an employer arising out of the Assignment shall be the liabilities of the Umbrella Company.

2.4. No variation or alteration to this Agreement shall be valid unless the details of such variation are agreed between the Employment Business and the Umbrella Company and set out in writing and a copy of the varied terms is given to the Umbrella Company 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.

2.5. The Employment Business shall act as an employment business (as defined in Section 13(3) of the Employment Agencies Act 1973) when introducing or supplying the Umbrella Company for Assignments with its Hirers.

2.6. The Umbrella Company acknowledges that neither it, nor the Agency Worker, can opt out of the Conduct Regulations if the Agency Worker works with Vulnerable Persons.

3. RELATIONSHIP BETWEEN THE EMPLOYMENT BUSINESS AND THE UMBRELLA COMPANY AND BETWEEN THE HIRER AND THE UMBRELLA COMPANY

3.1. The Employment Business will endeavour to obtain suitable Assignments for the Umbrella Company performing the agreed Type of Work although the Employment Business offers no guarantee that it will be able to offer the Umbrella Company any Assignments to perform the agreed Type of Work and offers no guarantee that an opportunity the Employment Business informs the Umbrella Company and / or Agency Worker of will be progressed. The Umbrella Company shall not be obliged to accept an Assignment offered by the Employment Business.

3.2. The Umbrella Company acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that:

3.2.1. suitability of the work to be offered shall be determined solely by the Employment Business;

3.2.2. the Employment Business shall incur no liability to the Umbrella Company or any Agency Worker should it fail to offer opportunities to work to the Umbrella Company;

3.2.3. a Hirer and / or the Employment Business may withdraw an offer of an Assignment at any time before an Assignment.

Independent Contractor

3.3. The Umbrella Company acknowledges to the Employment Business that its services are supplied to the Employment Business as an independent contractor and that the contract between the Umbrella Company and the Employment Business is a contract for services. Accordingly the responsibility and expense of complying with all statutory and legal requirements relating to the Agency Worker (including the matters of taxation and compliance with the immigration laws applicable to the jurisdiction in which the Umbrella Company Services are provided) shall fall upon and be discharged wholly and exclusively by the Umbrella Company.

3.4. The Umbrella Company employs the Agency Worker and bears sole responsibility for all employer liabilities towards the Agency Worker, including all other statutory and legal requirements relating to an Agency Worker both during Assignments and between Assignments. Nothing in this Agreement shall render any Agency Worker an employee or worker of either the Employment Business or the Master or Neutral Vendor or the Hirer. The Umbrella Company shall ensure that the Agency Worker does not hold themselves out as an employee or worker of either the Employment Business, the Master or Neutral Vendor or the Hirer. If anyone should try to establish any liability or obligation upon the Employment Business on the grounds that the Agency Worker is an employee or worker of the Employment Business, the Umbrella Company shall indemnify the Employment Business and keep it indemnified in respect of any such liability or obligation and any related Losses which the Employment Business or Hirer shall incur.

3.5. Should any person try to and/or successfully transfer liability to the Employment Business and/or a Master or Neutral Vendor and/or a Hirer in respect of the Umbrella Company's failure to meet its employer liabilities, including all other statutory and legal requirements relating to an Agency Worker both during Assignments and between Assignments, the Umbrella Company shall upon demand indemnify the Employment Business and keep it indemnified in respect of any such liability or obligation and any related Losses which the Employment Business shall incur.

3.6. The Employment Business will monitor the Hirer's requirements for the Umbrella Company's services and the Agency Worker's progress during the Assignment. If either the Hirer or the Umbrella Company requires changes to the way the Assignment is performed, the Employment Business may suggest options for making those changes, including discussing termination in accordance with clause 9.

Transfer Fees

3.7. If before or during an Assignment or during the Relevant Period the Hirer wishes to Engage the Agency Worker directly or through another employment business, the Umbrella Company acknowledges on its own behalf, and on behalf of the Agency Worker, that the Employment Business will be entitled either to charge the Hirer a Transfer Fee or to agree to a Period of Extended Hire with the Hirer at the end of which the Umbrella Company or the Agency Worker (as appropriate) may be Engaged directly by the Hirer or through another employment business without further charge to the Hirer. In addition the Employment Business will be entitled to charge a Transfer Fee to the Hirer if the Hirer introduces the Umbrella Company or any Agency Worker to a third party (including any member of the Hirer's Group) who subsequently Engages any Agency Worker before or during an Assignment or within the Relevant Period.

3.8. If the Agency Worker completes the Qualifying Period, and if the Agency Worker is entitled to any Relevant Terms and Conditions, those Relevant Terms and Conditions will be as set out in the relevant Assignment Details Form or any variation to the relevant Assignment Details Form (as appropriate) and the Umbrella Company will give the Agency Worker any such entitlements.

3.9. The Umbrella Company will advise the Employment Business in writing no later than the start of this Agreement, if the Umbrella Company continues to employ Agency Workers on contracts of employment which met the requirements of AWR Regulation 10 before its repeal on 6 April 2020 ("AWR Regulation 10 Contracts"). If the Umbrella Company continues to employ Agency Workers on AWR Regulation 10 Contracts, the Umbrella Company undertakes to give equal pay and other equal treatment entitlements to those Agency Workers when they complete the Qualifying Period, and will indemnify the Employment Business against any claims and Losses if should fail to do so.

3.10. As a Temporary Work Agency, the Umbrella Company will comply with the AWR in all relevant respects.

3.11. Save to the extent any Losses result from any act or omission of the Employment Business or the Hirer, the Umbrella Company shall indemnify and keep indemnified the Employment Business (or, as the case may be, the Hirer) against any Losses the Employment Business (or the Hirer) may suffer or incur as a result of any claim made by or on behalf of the Agency Worker under the AWR.

4. WARRANTIES PROVIDED BY THE UMBRELLA COMPANY

4.1. The Umbrella Company warrants to the Employment Business that:

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

4.1.2. the Agency Worker has the necessary skills and qualifications to provide the Umbrella Company Services; it has carried out all necessary checks on the Agency Worker as required by law and relevant to the Type of Work including but not limited to the Agency Worker's right to work within the UK without restriction. Having undertaken such checks, the Umbrella Company warrants that the Agency Worker:

4.1.2.1. it and the Agency Worker has not been convicted of or cautioned in relation to any criminal offence. In the event that the Agency Worker is charged with or cautioned in relation to any criminal offence (including any motoring offence), the Umbrella Company must inform the Employment Business immediately and provide regular reports about the progress of the proceedings;

4.1.2.2. the Agency Worker is entitled to work in the United Kingdom without any additional approvals;

4.1.2.3. it and the Agency Worker is registered with any relevant Regulatory Body and will maintain such registration whilst providing the Umbrella Company Services;

4.1.2.4. it and the Agency Worker is not the subject of any investigation, disciplinary or other misconduct action and there are no disciplinary charges pending or threatened against the Agency Worker.

4.1.3. it will not provide any fraudulent documentation or enter into any arrangements or schemes designed to avoid the payment of PAYE income tax and national insurance due under ITEPA (including the Off-Payroll Rules) and the NICs legislation. This includes but is not limited to paying the Agency Worker through another Intermediary;

4.1.4. the Umbrella Company employs the Agency Worker and has not and will not engage the Agency Worker through another Intermediary;

4.1.5. that all information provided to the Employment Business in accordance with this clause 4.1 and in the Umbrella Company Declaration is true and accurate and the Umbrella Company will notify the Employment Business promptly if there are any changes to the warranties given in this clause 4.1 or the information provided in the Umbrella Company Declaration;

4.1.6. it will comply at all times with ITEPA and the NICs Legislation, it is incorporated in the UK and all directors are resident in the UK for tax purposes;

4.1.7. it will pay the Agency Worker into a nominated UK bank account in the Agency Workers name;

4.1.8. all information the Umbrella Company provides to the Employment Business in order to comply with the Reporting Requirements and clauses 5.2.23 and 5.2.27 inclusive is complete and accurate; and

4.1.9. it and the Agency Worker will comply with the Data Protection Laws; and

4.1.10. it will not offer any reward or inducement to the Employment Business or any of the Employment Business's staff to use the Umbrella Company Services, including where such reward or inducement might be deemed to be a bride under the Bribery Act 2020;

4.1.11. the Agency Worker does not have and will not have a Material Interest or Non-Material Interest in the Umbrella Company, or any other Intermediary and the Off-payroll rules do not apply, for the duration of any Assignment during which they provide the Umbrella Company Services;

and includes upon the Agency Worker the obligations set out within this agreement at clauses 4, 5, 7 and 11 of this Agreement.

4.2. In the event that the Umbrella Company requires the Employment Business to undertake any employment checks, the Umbrella Company will notify the Employment Business of the same and will be responsible for the associated costs which the Umbrella Company agrees can, in the discretion of the Employment Business, be deducted from any Umbrella Company Fees payable or invoiced to the Umbrella Company.

4.3 The Umbrella Company shall procure that the Agency Worker, any sub-contractor or assignee providing the Umbrella Company Services warrant that they are not and do not operate as 'managed service companies' as defined in section 61B of the Income Tax (Earnings and Pensions) Act 2003.

5. THE UMBRELLA COMPANY'S OBLIGATIONS

5.1. The Umbrella Company undertakes on its own part and on behalf of the Agency Worker if it accepts any Assignment offered by the Employment Business as follows:

5.1.1. provide the Employment Business with any information reasonably requested relevant to the decision of a Hirer to engage the Umbrella Company/Agency Worker including but not limited to information concerning the Agency Worker's experience, qualifications, medical history, criminal record (including, where the Type of Work relates to a profession listed within the Exceptions Order to the Rehabilitation of Offenders Act 1974, both spent and unspent convictions, cautions, reprimands and warnings, save where the spent conviction or caution is protected under the Exceptions Order 1975 (2013 and 2020)) and fitness to work in the Type of Work;

5.1.2. inform the Employment Business about any complaint made against the Agency Worker which is relevant to their professional competence or conduct. The Employment Business will fully and promptly inform the Umbrella Company of any complaint made against the Agency Worker and / or Umbrella Company. All complaints are to be addressed by the Employment Business in accordance with its complaints procedure;

5.1.3. advise the Employment Business immediately of any physical or mental medical or health condition or any change in the Agency Worker's state of health that could impact upon their ability to carry out Assignments or their eligibility for Assignments;

5.1.4. advise the Employment Business if the Umbrella Company and / or the Agency Worker requires their details to be removed from the Employment Business' database;

5.1.5. ensure that the Agency Worker co-operates fully with the Employment Business' formal induction procedure (if any);

5.1.6. notify the Employment Business promptly if they intend to accept or reject an offer of an Assignment;

5.1.7. notify the Employment Business promptly if the Agency Worker ceases to be an employee of the Umbrella Company or the terms upon which the Agency Worker is employed are materially varied;

5.1.8. notify the Employment Business promptly if the Umbrella Company and / or Agency Worker receives any offer of Engagement; and

5.1.9. inform the Employment Business if the Agency Worker obtains any convictions or cautions while on the Assignment or prior to the Assignment commencing.

5.2. The Umbrella Company agrees on its own part and on behalf of the Agency Worker if it accepts any Assignment offered by the Employment Business:

5.2.1. to act in good faith towards the Hirer and the Employment Business and carry out the services professionally, promptly and efficiently;

5.2.2. to co-operate with the Hirer's reasonable instructions and accept the direction of any responsible person in the Hirer's organisation within the scope of the Assignment;

5.2.3. to observe any relevant rules and regulations of the Hirer's establishment or the premises where the Umbrella Company Services are being performed to which attention has been drawn or which the Umbrella Company might reasonably be expected to ascertain; including but not limited to:

5.2.3.1. those relating to health and safety to the extent that they are reasonably applicable to the Umbrella Company and the Agency Worker;

5.2.3.2. on standards of conduct and all organisational matters as set out in any handbook of the Employment Business' provided to the Umbrella Company and / or Agency Worker;

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

5.2.5. to provide any equipment necessary to undertake the Umbrella Company Services;

5.2.6. to comply with the Data Protection Laws in respect of any personal data which the Umbrella Company is granted access to for the purpose of or by reason of the performance of the Umbrella Company Services;

5.2.7. not at any time divulge to any person, nor use for its own or any other person's benefit, any Confidential Information relating to the Hirer's or the Employment Business' employees, business affairs, transactions or finances;

5.2.8. immediately report to the Employment Business in writing any deficiency which precludes the Umbrella Company and/or Agency Worker from carrying out the Assignment (including but not limited to Health and Safety deficiencies) on the part of the Hirer;

5.2.9. undertake all tasks reasonably connected to the Type of Work;

5.2.10. notify the Hirer, as a matter of courtesy, if the Agency Worker needs to be absent at any time;

5.2.11. provide 14 Business Days' written notice prior to the relevant leave period if the Agency Worker wishes to take annual leave. The Umbrella Company will only permit the Agency Worker to take annual leave at times agreed with the Employment Business and subject to the needs of the Hirer. The Umbrella Company acknowledges that the Employment Business may suspend the Umbrella Company Services or require a replacement Agency Worker during such periods of annual leave;

5.2.12. notify the Employment Business promptly if the Umbrella Company and / or Agency Worker considers that the Assignment is not suitable for them;

5.2.13. not to engage in any conduct detrimental to the interests of the Employment Business and/or the Hirer which includes any conduct which could bring the Employment Business and/or the Hirer into disrepute and/or which results in the loss of custom or business by either the Employment Business or the Hirer;

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

5.2.15. not import any software onto the computer systems of the Hirer or use any email or internet systems except where authorised by the Hirer and with due care and attention in accordance with the Hirer's internal policies and procedures;

5.2.16. not use any facilities of the Hirer other than for the purposes duly authorised;

5.2.17. not provide services to another party which conflict with the Type of Work being provided to the Hirer;

5.2.18. not to sub-contract or assign to any third party any of the Umbrella Company Services which it is required to perform under any Assignment;

5.2.19. to furnish the Hirer and/or the Employment Business with any progress reports as may be requested from time to time;

5.2.20. to notify the Employment Business forthwith in writing if it commences insolvency procedures or any of its partners/persons with control of the business commences bankruptcy procedures, and/or if any of the arrangements set out in clauses 9.2.6 to 9.2.9 apply;

5.2.21. to confirm in writing whether or not the Agency Worker has a Material Interest (as defined in section 51 ITEPA) or Non-Material Interest in the Umbrella Company;

5.2.22. to comply with all relevant legal obligations, including but not limited to the ITEPA, the NICs Legislation and all statutory obligations;

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

5.2.24. to notify the Employment Business promptly 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;

5.2.25. to provide the Employment Business with a copy of the terms under which the Umbrella Company has engaged the Agency Worker;

5.2.26. to provide the Employment Business on request, with any information required to comply with Transparency Regulations 2015;

5.2.27. the Umbrella Company will complete a Key Information Document and will submit complete and accurate information to the Employment Business prior to the start of an Agency Workers assignment or as soon as requested by the Employment Business; and

5.2.28. to update the Employment Business promptly where any of the information required clauses 5.2.25 to 5.2.27 inclusive of changes.

5.3. As soon as possible prior to the commencement of each Assignment and during each Assignment (as appropriate) and at any time at the Employment Business' request, the Umbrella Company undertakes to:

5.3.1. inform the Employment Business of any Calendar Weeks in which the Agency Worker has worked in the same or a similar role with the relevant Hirer via any third party and which the Umbrella Company and/or the Agency Worker believes count or may count toward the Qualifying Period; and

5.3.2. give the Employment Business with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by the Employment Business; and

5.3.3. inform the Employment Business if, the Agency Worker has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:

5.3.3.1. completed two or more assignments with the Hirer;

5.3.3.2.completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or

5.3.3.3.worked in more than two roles during an assignment with the Hirer and on at least two occasions worked in a role that was not the same role as the previous role.

5.4. If the Agency Worker is unable for any reason to provide the Umbrella Company Services during the course of an Assignment, the Umbrella Company should inform the Employment Business as soon as possible, but in any event no later than 1 hour after the commencement of the Assignment or shift. In the event that it is not possible to inform the Employment Business within these timescales, the Umbrella Company should alternatively inform the Hirer and then the Employment Business as soon as possible.

5.5. If, either before or during the course of an Assignment, the Umbrella Company becomes aware of any reason why it or the Agency Worker supplied to perform the Umbrella Company Services may not be suitable for an Assignment, the Umbrella Company shall notify the Employment Business without delay. This includes but is not limited to any information the Employment Business may require to meet its obligations under the Safeguarding Legislation and to give information to the Disclosure and Barring Service (or the equivalent authority).

5.6. The Employment Business takes a zero-tolerance approach to tax evasion. The Umbrella Company shall:

5.6.1. not engage in any form of facilitating tax evasion, whether under UK law or under the law of any foreign country;

5.6.2. have and shall maintain in place throughout the term of this agreement such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of the Umbrella Company) and to ensure compliance with clause 5.6.1

5.6.3. notify the Employment Business in writing if it becomes aware of any breach of Clause 5.6.1 or has reason to believe that it or any person associated with it has received a request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of this agreement.

5.6.4. within three months of the date of this agreement, and annually thereafter, certify to the Employment Business in writing signed by an officer of the Umbrella Company, compliance with this clause 5.6 by the Umbrella Company and all persons associated with it under Clause 5.7. The Supplier shall provide such supporting evidence of compliance as the Employment Business may reasonably request.

5.7. The Umbrella Company shall ensure that any person associated with it who is performing the Umbrella Company Services in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Umbrella Company in clause 5.6 (**Relevant Terms**). The Umbrella Company shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Employment Business for any breach by such persons of any of the Relevant Terms.

5.8. The Umbrella Company acknowledges that any breach of its obligations set out in clause 4 (Warranties provided by the Umbrella Company) and this clause 5 (The Umbrella Company Obligations) may cause the Employment Business to suffer Loss and that the Employment Business reserves the right to recover such Losses from the Umbrella Company by set off or deduction from any sums owed by the Employment Business to the Umbrella Company without prejudice to the Employment Business' other rights.

5.9. The Umbrella Company will include the appropriate provisions in its contracts with Agency Workers to ensure their compliance with clauses 4 and 5.

5.10. The Umbrella Company shall not, and shall procure that the Agency Worker shall not during and for a period of 6 months from the end of their last Assignment with the Employment Business:

5.10.1. solicit or entice away from the Employment Business the business or custom of a Hirer with whom the Umbrella Company and/or Agency Worker had material dealings with the 12 month period prior to the end of their last Assignment with the Employment Business with a view to providing goods or services to that Hirer in competition with the Employment Business;

5.10.2. be involved in the provision of goods or services to (or otherwise have business dealings with) a Hirer with whom the Umbrella Company and/or Agency Worker had material dealings in the 12 month period prior to the end of their last Assignment with the Employment Business with a view to providing goods or services to that Hirer in competition with the Employment Business;

5.10.3. offer to employ or engage or otherwise entice away from the Employment Business any Restricted Person; and

5.10.4. employ or engage or otherwise facilitate the employment or engagement of any Restricted Person.

6. OBLIGATIONS OF THE EMPLOYMENT BUSINESS

6.1. Subject to any right of set off or deduction set out in clause 5.8, throughout the term of this Agreement the Employment Business will pay the Umbrella Company the Umbrella Company Fees in accordance with clause 8 below in respect of the provision of the Umbrella Company Services.

6.2. At the same time as an Assignment is offered to the Umbrella Company the Employment Business shall provide the Umbrella Company with an Assignment Details Form or other type of written confirmation setting out the following:

6.2.1. the identity of the Hirer, and if applicable the nature of their business;

6.2.2. the date the Assignment is to commence and the duration or likely duration of the Assignment;

6.2.3. the Type of Work, location and hours during which the Umbrella Company would be required to provide the Umbrella Company Services;

6.2.4. the Minimum Rate and any expenses payable by or to the Umbrella Company;

6.2.5. any risks to health and safety known to the Hirer in relation to the Assignment and the steps the Hirer has taken to prevent or control such risks; and

6.2.6. what experience, training, qualifications and any authorisation required by law or a professional body the Hirer considers necessary or which are required by law to work in the Assignment.

6.3. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third Business Day following save where:

6.3.1. the Umbrella Company is being offered an Assignment in the same position as one in which the Umbrella Company had previously been supplied within the previous 5 Business Days and such information has already been given to the Umbrella Company; or

6.3.2. subject to clause 6.4, the Assignment is intended to last for 5 consecutive Business Days or less and such information has previously been given to the Umbrella Company and remains unchanged, the Employment Business needs only to provide written confirmation of the identity of the Hirer and the likely duration of the Assignment.

6.4. Where the provisions of clause 6.3.2 are met but the Assignment extends beyond the intended 5 consecutive Business Day period, the Employment Business shall provide such information set out in clause 6.2 to the Umbrella Company in paper or electronic form within 8 days of the start of the Assignment.

6.5. The Employment Business will endeavour to obtain accurate information from the Hirer but accepts no liability for any inaccuracies in the information provided to it by the Hirer or any representation made by the Hirer to the Agency Worker and / or the Umbrella Company.

7. TIMESHEETS AND INVOICING

7.1. At the end of each week of an Assignment (or at the end of the Assignment where an Assignment is for a period of less than 1 week or is completed before the end of a week) the Umbrella Company shall deliver to the Employment Business the Employment Business' timesheet duly completed to indicate the number of hours worked by the Agency Worker during the preceding week signed by an authorised representative of the Hirer. The timesheet must be accompanied by an invoice from the Umbrella Company for the amount due from the Employment Business to the Umbrella Company for the hours worked in that week. Such invoice should bear the Umbrella Company's name, the name of the Agency Worker who provided the Umbrella Company Services, the Umbrella Company's company registration number and VAT number, and should state any VAT due. The Employment Business may request from the Umbrella Company at any time copies of the Agency Workers' payslips. Such payslips shall be provided to the Employment Business within 2 hours of such request. Failure to provide the requested payslips shall result in immediate termination of this Agreement.

7.2. Subject to the Umbrella Company complying with the provisions of this clause 7 the Employment Business shall pay the Umbrella Company for all hours worked regardless of whether the Employment Business has received payment from the Hirer for those hours.

7.3. The Umbrella Company is required to notify the Employment Business promptly if the Hirer will not authenticate the timesheet and provide the Employment Business with full reasons. In order to ensure prompt payment, such timesheet should be received by the Employment Business no later than 6 weeks following the week to which it relates. Where the Umbrella Company fails to submit a properly authenticated timesheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Agency Worker and the reasons, if any, that the Hirer has refused to sign a timesheet in respect of those hours. This may delay any

payment due to the Umbrella Company. The Employment Business shall make no payment to the Umbrella Company for hours not worked. Once the Employment Business has satisfied itself that the hours claimed within an unsigned timesheet are accurate it will treat the timesheet as though signed.

7.4 The Umbrella Company will include the appropriate provisions in its contracts with Agency Workers to ensure their compliance with clause 7 of this Agreement.

8. PAYING THE UMBRELLA COMPANY

8.1. Subject to the receipt of the Umbrella Company's invoice and signed timesheet in accordance with clause 7 above, and the Umbrella Company's compliance with this Agreement, the Employment Business will pay the Umbrella Company Fees within 7 days of receipt of the Umbrella Company's invoice. The Employment Business shall pay to the Umbrella Company the Umbrella Company Fees which shall be notified on a per Assignment basis.

8.2. The Employment Business may make deductions from the Umbrella Company Fees before making payment to the Umbrella Company in respect of any sums owed by the Umbrella Company to the Employment Business relating to:

8.2.1. services provided to the Umbrella Company by the Employment Business where the parties have agreed such deduction may be made;

8.2.2. losses suffered by the Employment Business for which the Umbrella Company is liable;

8.2.3. recouping overpayments made to the Umbrella Company by the Employment Business.

Such deduction shall not be a withholding of payment due but shall be a lawful deduction on account of monies due from the Umbrella Company to the Employment Business.

8.3 When the Agency Worker completes the Qualifying Period, the Employment Business reserves the right to vary the Umbrella Company Fees if there is any variation in the Relevant Terms and Conditions. The Employment Business will vary the relevant Assignment Details Form or any type of variation to the relevant Assignment Details Form (as appropriate) and the Umbrella Company shall ensure that, if at any time the Employment Business varies the Umbrella Company Fees in accordance with this clause 8.5, the Umbrella Company will, at the same time, make the same variations to the corresponding payments the Umbrella Company makes to the Agency Worker.

8.4 Under the AWR, on completion of the Qualifying Period the Agency Worker may be entitled to annual leave in addition to the Agency Worker's entitlement to paid annual leave under the WTR. If this is the case, the Employment Business will pass the relevant information it receives from the Hirer to the Umbrella Company. The Umbrella Company will pass this information to the Agency Worker and, if the Employment Business pays the Umbrella Company for additional leave under the AWR, the Umbrella Company will make the same payment(s) to the Agency Worker. For the avoidance of doubt, whilst this Agreement will remain in force between Assignments, no obligation will exist on the Umbrella Company or any Agency Worker to accept future Assignments and there is no accrual of annual leave between Assignments.

8.5 On completion of the Qualifying Period the Agency Worker will be entitled to the Relevant Terms and Conditions, which may include a bonus. The Umbrella Company will, and will procure that the Agency Worker will, comply with any requirements of the Employment Business and/or the Hirer relating to the assessment of the Agency Worker's performance for the purpose of determining whether or not the Agency Worker is entitled to a bonus and the amount of any such bonus. If, subject to satisfying the relevant criteria, the Agency Worker is entitled to receive a bonus, the Employment Business will pay the bonus to the Umbrella Company subject to any appropriate deductions and the Umbrella Company will pay the bonus to the Agency Worker.

8.6 The Umbrella Company shall be responsible for the deduction and payment of any PAYE Income Tax and National Insurance Contributions and any other taxes payable in respect of any earnings paid to the Agency Worker for any Assignment including any social fund contributions payable in any other Member State pursuant to a valid A1, E101 or E102 Certificate issued to any of the Agency Worker.

8.7 The Umbrella Company will transfer payment to the relevant Agency Worker for any Assignment (subject to the deductions outlined at clause 8.6) on the earlier of (a) the Umbrella Company's next payroll date (whether weekly or monthly) or (b) on the fifth Business Day following the date of receipt of the Umbrella Company Fees for the relevant period.

8.8 The Umbrella Company must account to HM Revenue & Customs (or other relevant third party in other jurisdictions) for any PAYE Income Tax and National Insurance Contributions (or similar taxation in other jurisdictions) payable under clause 8.6 within the timeframes set out in relevant tax legislation, including but not limited to the PAYE Regulations.

8.9 All payments due from the Employment Business will be made to the Umbrella Company and not to any third party or Agency Worker directly (unless required by law to do so). The Employment Business will pay the Umbrella Company Fees into a UK business bank account only in the Umbrella Company's name only.

8.10 The Employment Business shall not be obliged to pay the Umbrella Company for any periods during which the Umbrella Company Services are not provided, whether this is due to the Umbrella Company or the Agency Worker being unable to provide the Umbrella Company Services or where the Hirer does not require the Umbrella Company Services or otherwise in respect of annual leave (save as where may be the case in accordance with clause 8.4), illness or absence of the Agency Worker.

8.11 The Umbrella Company shall bear the cost of any training which the Umbrella Company may be required to provide to the Agency Worker in order to perform the Umbrella Company Services.

9. TERM AND TERMINATION

9.1. Either of the Employment Business or the Umbrella Company may terminate the Assignment in writing any time without prior notice or liability. Any variation to the notice period shall be detailed in the Assignment Details Form. The Employment Business or the Hirer is under no obligation to give the Umbrella Company or the Agency Worker reasons for the termination.

9.2. Notwithstanding clauses 9.1 and 9.3 of this Agreement, where required by the Hirer, or otherwise, the Employment Business may without notice and without liability instruct the Umbrella Company to cease work on an Assignment at any time, where:

9.2.1. the Umbrella Company or the Hirer are, in the opinion of the Employment Business, unable or unwilling to perform their obligations to the Employment Business; or

9.2.2. the Umbrella Company has acted in breach of the rules and regulations applicable to third parties providing services to the Hirer or to the Hirer's own staff; or

9.2.3. the Umbrella Company has committed any serious or persistent breach of any of its obligations under this Agreement; or

9.2.4. the Hirer reasonably believes that the Umbrella Company has not observed any condition of confidentiality from time to time; or

9.2.5. the Hirer or the Employment Business is dissatisfied with the Umbrella Company's provision of the Umbrella Company Services and has terminated the Assignment; or

9.2.6. either the Hirer or the Umbrella Company is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors or an officer of the Hirer or the Umbrella Company, becomes unable to pay their debts as they fall due, is or becomes bankrupt or is declared bankrupt, convenes a meeting or makes or proposes to make any arrangement or composition with their creditors; or

9.2.7. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Hirer or the Umbrella Company a receiver or trustee or similar is appointed over any of the assets of an officer of the Hirer or the Umbrella Company; or

9.2.8. an order is made for the winding up of the Hirer or the Umbrella Company, or where the Hirer or the Umbrella Company passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation or amalgamation where the resulting entity will assume all the obligations of the other party under this Agreement); or

9.2.9. an officer of the Umbrella Company becomes subject to disqualification procedures or similar; or

9.2.10. the Umbrella Company or the Agency Worker is suspected of any fraud, dishonesty or serious misconduct; or

9.2.11. the Umbrella Company is unable to perform the Umbrella Company Services for 2 days or more; or

9.2.12. the Umbrella Company does not comply with clause 13.3; or

9.2.13. the Employment Business knows or suspects that the Umbrella Company has given incomplete or inaccurate information for the purposes of the Key Information Document;

9.2.14. the Employment Business knows or suspects that the Umbrella Company has or proposed to engage the Agency Worker through another Intermediary including but not limited to an Intermediary in which the Agency Worker has a Material Interest or Non-Material Interest;

9.2.15. the Employment Business knows or suspects that the Umbrella Company promotes or has entered into arrangements or schemes designed to avoid tax and other legal obligations including but not limited to the payment of wages, holiday pay, NMW, PAYE income tax and national insurance due under ITEPA (including the Off-Payroll Rules) and the NICs legislation;

9.2.16. the Employment Business knows or suspects that the Umbrella Company does not or has failed to comply with ITEPA or the NICs Legislation VAT Legislation or the Companies Acts; or

9.2.17. the Umbrella Company fails to provide the relevant payslips as outlined in clause 7.1; or

9.2.18. the Employment Business knows or suspects that either the Umbrella Company or the Agency Worker has breached the Data Protection Laws.

9.3. The Umbrella Company acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Hirer. In the event that the contract between the Employment Business and the Hirer is not completed or is terminated for any reason or in the event that the Employment Business concludes that the Hirer is not meeting its obligations to the Umbrella Company and / or the Employment Business the Assignment shall cease with immediate effect without liability to the Umbrella Company.

9.4. Failure by the Umbrella Company to give notice of termination as required in the Assignment Details Form shall constitute a breach of contract and shall entitle the Employment Business to claim damages from the Umbrella Company for any resulting Losses suffered by the Employment Business.

9.5. If the Umbrella Company considers the Employment Business is in material breach of this Agreement the Umbrella Company will notify the Employment Business immediately in writing and will give the Employment Business 14 Business Days to remedy the breach. If the breach is not remedied the Umbrella Company may terminate this Agreement and any Assignment with immediate effect.

9.6. If the Assignment or Agreement is terminated as a result of the negligence of the Umbrella Company or the Agency Worker, the Umbrella Company acknowledges that notwithstanding the termination of the Assignment they may remain liable for any loss or damage caused to the Hirer or any third party as applicable as a result of their act or omission.

9.7. An Assignment can be suspended at any time by the Employment Business giving the Umbrella Company notice of the suspension.

9.8. Save for the provision set out in clause 9.2, the Employment Business may terminate the Agreement at any time by giving the Umbrella Company written notice of least one week.

10. INTELLECTUAL PROPERTY RIGHTS

The Umbrella Company acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from the Umbrella Company Services carried out by the Umbrella Company and the Agency Worker for the Hirer during the Assignment shall belong to the Hirer. Accordingly the Umbrella Company shall (and shall procure that the Agency Worker shall) execute all such documents and do all such acts as the Employment Business shall from time to time require in order to give effect to its rights pursuant to this clause.

11. CONFIDENTIALITY

11.1. In order to protect the confidentiality and trade secrets of any Hirer and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Umbrella Company agrees on its own part and on behalf of the Agency Worker as follows:

11.1.1. not at any time whether during or after an Assignment (unless expressly so authorised by the Hirer 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 the Confidential Information of the Hirer or the Employment Business with the exception of information already in the public domain;

11.1.2. to deliver up to the Hirer or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Hirer (and all copies) which are in its possession including documents and other materials created by it or the Agency Worker during the course of the Assignment; and

11.1.3. 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 Hirer except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Hirer or the Employment Business as appropriate.

11.2 The Umbrella Company will include the appropriate provisions in its terms with the Agency Worker to reflect the requirements of clause 11.1.

12. COMPUTER EQUIPMENT WARRANTY

The Umbrella Company shall ensure that any computer equipment and associated software that it provides to the Agency Worker for the purpose of providing the Umbrella Company Services contains anti-virus protection with the latest released upgrade from time to time.

13. LIABILITY

13.1. The Umbrella Company shall:

13.1.1. be liable for any Losses or injury to any party resulting from breach of this Agreement and/or the deliberate and/or negligent acts or omissions of the Umbrella Company or Agency Worker during an Assignment; and

13.1.2. obtain adequate employer's liability insurance, public liability insurance, professional indemnity insurance and any other suitable policies of insurance in respect of the Umbrella Company and the Agency Worker. The Umbrella Company shall maintain such insurance for the duration of the Assignment and following termination of the Assignment for the period specified. The Umbrella Company shall make a copy of the policy available to the Employment Business upon request.

13.2. Save to the extent any Losses result from any act or omission of the Employment Business or the Hirer, the Umbrella Company shall indemnify and keep indemnified the Employment Business (or, as the case may be, the Hirer) against any Losses the Employment Business (or the Hirer) may suffer or incur as a result of any claim made by or on behalf of the Agency Worker under the AWR.

13.3. The Employment Business shall not be liable for any loss claimed by the Umbrella Company and/or the Agency Worker other than in respect of the Employment Business', its agents' or employees' breach of contract, negligence or as provided by statute or where such liability is expressly provided by law. The Employment Business does not exclude any liability in respect of death or personal injury caused by its own, its agents' or employees' negligence, liability for fraud or any other liability which cannot be excluded or limited by law.

13.4. Nothing in this Agreement shall render any Agency Worker an employee or worker of either the Employment Business or the Hirer. The Umbrella Company shall ensure that the Agency Worker does not hold him/herself out as an employee or worker of either the Employment Business or the Hirer. In the event that any person should seek to establish any liability or obligation upon the Employment Business on the grounds that the Agency Worker is an employee/employees or worker/workers of the Employment Business or the Hirer, the Umbrella Company shall upon demand indemnify the Employment Business and keep it indemnified in respect of any such liability or obligation and any related Losses which the Employment Business or Hirer shall incur.

13.5. The parties agree that the Employment Business is not liable for any loss or damages:

13.5.1. arising out of any representation made by the Hirer to the Umbrella Company and / or the Agency Worker;

13.5.2. arising out of any act or omission, tort (including negligence), breach of statute or breach of contract by the Hirer;

13.5.3. if no work is found for the Umbrella Company or the work found is not suitable;

13.5.4. for any failure by the Employment Business to provide any information or service save to the extent strictly required by law or this Agreement;

13.5.5. for any failure of the Umbrella Company in its obligations to the Agency Worker as its employer;

13.6. Without prejudice to the other provisions within this Agreement the Employment Business' liability, save for monies due for work done, shall be limited to direct loss only and shall not exceed £10,000 save where a limit is precluded by law.

14. INDEMNITY

14.1. The Umbrella Company shall indemnify and keep indemnified the Employment Business against any Losses suffered or incurred by the Employment Business by reason of any proceedings, claims or demands by the Agency Worker, the Hirer or any third party arising out of or connected to the provision of the Umbrella Company Services, breach of this Agreement (including but not limited to the warranties and undertakings provided herein), the Data Protection Laws, or the tort of negligence of the Umbrella Company and / or the Agency Worker.

14.2. The Umbrella Company shall further indemnify the Employment Business for and in respect of any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Umbrella Company Services or any payment or benefit made to or received by any Agency Worker in respect of the Umbrella Company Services (including but without limitation where such liability arises from the Off-Payroll Rules section 688AA ITEPA, section 44 ITEPA, any of the provisions of Chapter 9, Part 2 ITEPA and / or section 688A ITEPA, where such recovery is not prohibited by law. The Umbrella Company shall further indemnify the Employment Business against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Employment Business in connection with or in consequence of any such liability, deduction, contribution, assessment or claim.

14.3. The Employment Business may at its option satisfy such indemnity (in whole or in

part) by way of deduction from payments due to the Umbrella Company.

14.4. The indemnities in this clause 14 shall continue post termination of the Agreement.

15. CONTRACT MONITORING AND AUDITS

15.1 The Employment Business reserves the right to audit the Umbrella Company on an ad hoc basis to ensure compliance with this Agreement and all statutory requirements in relation to all Agency Workers supplied to provide the Umbrella Company Services including in particular but not limited to ITEPA and the NICs Legislation. The Employment Business shall give reasonable notice of such audit.

15.2 To assist the Employment Business in its audit the Umbrella Company will:

15.2.1 keep such records as are necessary to comply with this Agreement and all statutory requirements in relation to all Agency Workers supplied to provide the Umbrella Company Services, and will provide copies of the same to the Employment Business on request; and

15.2.2 provide the Employment Business with access to its premises and original records relating to all Agency Workers supplied to provide the Umbrella Company Services.

15.2.3 If having conducted an audit, the Employment Business requires the Umbrella Company to take any action the Umbrella Company shall take such action within the time period specified by the Employment Business. If the Umbrella Company fails to take such action or to rectify the matter to the Employment Business's satisfaction, the Employment Business may terminate this Agreement in accordance with clause 9.

16. SEVERABILITY

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

17. NOTICES

All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email transmission, when that email is sent.

18. RIGHTS OF THIRD PARTIES

18.1 Save as set out in clause 18.2, none of the provisions of this Agreement is intended to be for the benefit of or enforceable by third parties (other than permitted assignees who shall be entitled to enforce the provisions of this Agreement as if original parties to it) and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

18.2 The Hirer shall be entitled to rely on and enforce the indemnities in clause 3.11 and 14 given by the Umbrella Company in favour of the Hirer, notwithstanding that the Hirer is not a party to this Agreement.

18.3 The Employment Business may assign its rights and obligations under this Agreement but the Umbrella Company and / or Agency Worker may not do so without the Employment Business' prior written consent

19. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law of England & Wales and is subject to the exclusive jurisdiction of the Courts of England & Wales.

_____

Signed for and on behalf of the Employment Business

_____

[print name here]

_____

Signed for and on behalf of the Umbrella Company

_____

print name here]

I am authorised to sign these Terms for and on behalf of the Umbrella Company.

_____

Date

Appendix A

Declaration from the Umbrella Company

I _____ director of

_____ (known throughout this document as the Umbrella Company)

The Umbrella Company confirms the following:

- the income that the individual receives from the umbrella company for carrying out the work for Academics's client is employment income other than under Chapter 7 of ITEPA and that the Umbrella Company will deduct and pay to HMRC the correct amount of tax and national insurance. individual worker's payslips
- that we are not an offshore company
- that we are not an MSC
- that no loans of any description is given to the worker
- that we do not offer any schemes or ask the worker to sign up to any other arrangements which is designed to avoid the payment of PAYE income tax and national insurance due under ITEPA (including the Off-Payroll Rules) and the NICs legislation
- it will provide Academics copies of the workers payslips within 2 hours of request. Failure to do so will result in termination of the agreement between the parties.

Please note that confirmation has to be provided by somebody who has the authority to enter into contracts on behalf of the Umbrella Company such as the director or company secretary of the umbrella company. The confirmation should not be given or signed by the individual supplied to do the work unless they are also a director or company secretary of the limited company and have the authority to sign the terms on behalf of the Umbrella Company. The Umbrella Company confirms that they are based in the UK. Academics can request proof at any time.

Signed.....

Print Name.....

Job Title .....

Date .....