

## Agreement for the Provision of Services

This agreement is made on **XXXXXXXXXXXXXXXXXXXX** ("the Effective Date")

### BETWEEN

- 1) Carmichael Site Services Ltd (and its successors), a company incorporated in England and Wales under company number 3335763 and having its registered office at 34 Upper High Street, Thame, Oxon OX9 2DN ("the Employment Business"); and
- 2) **XXXXXXXXXXXXXXXXXXXX**, a company incorporated in England and Wales, Scotland, or Northern Ireland under company number [insert registered company number] and whose registered office is at [insert registered office address] ("the Contractor").

### 1. DEFINITIONS AND INTERPRETATIONS

- 1.1. Unless the context otherwise requires, references to the singular include the plural, and references to the masculine include the feminine and vice versa.
- 1.2. The headings in these terms do not affect its interpretation. Save where the context otherwise requires, references to conditions, sub-clauses, clauses and schedules are to conditions, sub-clauses, clauses and schedules of this Agreement.
- 1.3. In these Terms the following definitions shall apply:
- 1.4. **"Assignment"** means the period during which the Contractor is supplied to the Client to render Services.
- 1.5. **"Client"** means the person, firm or corporate body together with any subsidiary or associated company (as defined by s. 1159 of the Companies Act 2006) to whom a Contractor is introduced or supplied by the Employment Business;
- 1.6. **"Conduct Regulations"** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
- 1.7. **"Opted-Out"** means opted-out of the Conduct Regulations in accordance with Regulation 32(9);
- 1.8. **"Representative"** means the employees, officers, contractors, subcontractors or representatives of the Contractor specified in Schedule A (including any substituted Representative pursuant to Clause 2.10), who provide the Services on behalf of the Contractor;
- 1.9. **"Restricted Period"** means a period equivalent to the period of the Project Assignment (but not less than six months or more than 12 months) following the Assignment;
- 1.10. **"Schedule A"** means the schedule to these Terms setting out details of the Assignment.
- 1.11. **"Services"** means the services to be performed by the Contractor for the Client pursuant to this Agreement, and set out in Schedule A.

### 2. THE CONTRACT

- 2.1. This agreement and any Schedule A shall constitute the entire agreement between the Employment Business and the Contractor and shall supersede all previous agreements and govern all Assignments undertaken by the Contractor and all services provided by the Contractor and/or Representative.
- 2.2. The terms of this agreement will remain in place for any future Assignments, unless terminated in accordance with the termination provisions within Clause 6.
- 2.3. No variation or alteration to this Agreement shall be valid unless the details of such variation are agreed in writing by the Employment Business.
- 2.4. The Contractor warrants that, in agreeing to enter into this agreement, it has not relied on any statement or representations made by the Employment Business or the Client.
- 2.5. The Employment Business has requested that the Contractor provide the Services to the Employment Business's Client(s) and the Contractor has agreed to provide the Services under this agreement.
- 2.6. The Contractor shall procure that the Services shall be undertaken by the Representative.
- 2.7. The Employment Business shall provide the Contractor with a Schedule A specifying the details of the Assignment.
- 2.8. This agreement is not exclusive and the Contractor and the Representative are not prevented from supplying services to any third parties.
- 2.9. During the Assignment or the Restricted Period, the Representative shall not, whether directly or indirectly through any company, partnership or person, solicit nor enter into any contract with the Client or with any third party introduced to the Contractor or the Representative by the Client, to provide the Services or any services of a similar nature without the prior written consent of the Employment Business, such consent may be withheld at the Employment Business's discretion. This clause shall not apply where the Representative has not Opted-Out.

**Ref: Carmichael<sup>UK</sup> Contract for Services with Supplier:**

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- 2.10. The Contractor may substitute the Representative rendering the Services. The Contractor will notify the Employment Business and the Client of such substitution. Any substitute Representative must be suitably qualified and capable of providing the Services.
- 2.11. Where the Contractor substitutes a Representative pursuant to Clause 2.9 above, the Contractor agrees subject to a request by the Employment Business that the replacement Representative shall be provided free of charge whilst undergoing any handover of the Services.
- 2.12. The Employment Business shall have no obligation to offer the Contractor any Assignments or any work during an Assignment, and the Contractor shall have no obligation to accept any Assignments offered by the Employment Business.
- 2.13. In the event that the Contractor and/or the Representative continue to render the Services or any other services to the Client beyond the end date the Assignment, as specified in Schedule A or such earlier termination date pursuant to Clause 6 this agreement shall be deemed to continue until such time as a replacement Schedule A is entered into between the Parties. The agreement may be terminated forthwith without liability at any time during this period until such time as a replacement Schedule A is agreed.
- 2.14. It is not the intention of the parties that this agreement should give rise to or constitute a contract of employment.

### 3. CONTRACTOR'S OBLIGATIONS

- 3.1. The Contractor warrants that the Representative has the necessary experience, training, qualifications and any other authorisation, which the Client considers necessary or are required by law or by any professional body to provide the Services during the Assignment.
- 3.2. The Contractor warrants to the Employment Business that by entering into this Agreement neither it nor the Representative will be in breach of any other contractual obligation that they owe to a third party.
- 3.3. The Contractor warrants and represents that all information relating to the Representative, the Assignment or the Services provided by it or the Representative either during or before the commencement of an Assignment are true and accurate in all material respects.
- 3.4. The Contractor acknowledges that it is supplying its services as an independent contractor and warrants that the Services shall be performed to the standard expected of a qualified professional with all due care and within agreed timescales.
- 3.5. The Contractor acknowledges that all statutory and legal requirements relating to the Contractor and the Representative shall be the sole responsibility of the Contractor.
- 3.6. The Contractor acknowledges that the Services shall be performed in accordance with all applicable anti-slavery and human trafficking legislation in force for the duration of this Contract, including but not limited to the Modern Slavery Act 2015. The Contractor further agrees to adhere to the terms of the Employment Business's Modern Slavery & Human Trafficking Policy, a copy of which is located [https://ab0708b2-fde0-4689-98ed-109e1d064112.filesusr.com/ugd/569c0b\\_6ad7e4643c4e4bc28f84dc857c95daa7.pdf](https://ab0708b2-fde0-4689-98ed-109e1d064112.filesusr.com/ugd/569c0b_6ad7e4643c4e4bc28f84dc857c95daa7.pdf) OR, is available upon request from our Compliance Team at The Quadrangle, 5 Vicarage Lane. Stratford, London, E15 4HF.
- 3.7. The Contractor acknowledges that they shall indemnify the Employment Business against any losses, liabilities, damages, all associated costs (including legal fees, and compensation or award paid to a third party) and expenses incurred as a result of any breach of any anti-slavery & human trafficking legislation (including, but not limited to the Modern Slavery Act 2015).
- 3.8. The Contractor agrees that they will not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK, and include in its contracts with its direct subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in the Employment Business's Modern Slavery & Human Trafficking Policy.
- 3.9. The Contractor warrants that it will notify the Employment Business forthwith should any information come into the Contractor's possession that indicates that the Representative may be unsuitable to perform the Services.
- 3.10. Subject to clause 2.12, the Contractor shall procure that the Representative shall provide his/her services at such times as are necessary for the performance of the Services and that the Representative shall not unreasonably fail to provide the Services during such times as specified in Schedule A.
- 3.11. The Contractor shall bear the cost of any training that its Representative may require in order to perform the Services.
- 3.12. The Contractor warrants that it will notify the Employment Business forthwith should any information come into the Contractor's possession that indicates that the Representative may be unsuitable to perform the Services.
- 3.13. The Contractor shall, and shall procure that the Representative shall:

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- 3.13.1. not engage in any conduct detrimental to the Employment Business or the Client, either before during or after the period of the Assignment, including without limitation any conduct which results in the loss of custom or business of the Employment Business or the Client;
  - 3.13.2. take all reasonable steps to safeguard the safety of the Contractor, the Representative or any other person who may be affected by the actions of the Contractor and/or the Representative during the Assignment;
  - 3.13.3. comply with any statutory or other reasonable rules or policies of the Client including those relating to health and safety and IT usage and security during the Assignment to the extent that they are applicable to the performance of the Services;
  - 3.13.4. arrange all personal appointments outside of the hours or days during which the Representative is expected to provide the Services;
  - 3.13.5. if required, provide at its own cost all such equipment as is required for the performance of the Services, and ensure that any computer equipment and associated software it utilises for the purpose of providing the Services contains up-to-date anti-virus protection;
  - 3.13.6. not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of performing the Services, in which event any such item shall belong to the Client or the Employment Business as appropriate;
  - 3.13.7. not to offer, promise or give a financial or other advantage to any person, firm or company including any employee, officer, or representative of the Client or the Employment Business where such advantage is intended to induce or is known or believed to constitute conduct that amounts to a breach of an expectation that the recipient of the advantage will act in good faith, impartially, or in accordance with a position of trust. If the Contractor and/or Representative is requested to undertake such action on behalf of the Client or the Employment Business, the Contractor should immediately inform the Managing Director of the Employment Business;
  - 3.13.8. not to request, agree to receive or accept a financial or other advantage from any person, firm or company including any employee, officer, or representative of the Client or the Employment Business where such advantage is intended to induce or is known or believed to constitute conduct that amounts to a breach of an expectation that the recipient of the advantage will act in good faith, impartially, or in accordance with a position of trust. If the Contractor and/or Representative is requested to undertake such action on behalf of the Client or the Employment Business, the Contractor should immediately inform the Managing Director of the Employment Business; and
  - 3.13.9. notify the Employment Business forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition.
- 3.14. The Contractor undertakes to ensure that all Services provided are fully and accurately recorded on a timesheet in a format agreed by the Employment Business. The Contractor shall present for approval (whether signature or electronic) to an authorised representative of the Client the duly completed timesheet, and after approval by the Client shall submit the timesheet to the Employment Business, in accordance with the Employment Business's procedures, within four weeks of the period to which it relates.
- 3.15. The Contractor acknowledges its sole responsibility to complete and obtain Client approval of timesheets, and that failure to deliver to the Employment Business such approved timesheets in the format required by the Employment Business may delay payment.
- 3.16. The Contractor warrants and represents that all timesheets submitted to the Employment Business are a true and accurate reflection of the Services provided.
- 3.17. If the Contractor/Representative is unable to undertake the Services during the course of an Assignment the Contractor should inform the Employment Business by no later than 9.00am on the first day that the Services will not be provided.
- 3.18. The Contractor shall decide the manner in which the Services are provided but in doing so it shall comply with all the Client's reasonable and lawful instructions.
- 3.19. The Contractor shall at the end of the Assignment forthwith or at any time on demand return to the Employment Business or the Client all property of the Client including, but not limited to, all equipment, documents (including copies), security passes, and electronic storage devices.
- 3.20. Nothing in this agreement shall render the Representative an employee of either the Employment Business or the Client, and the Contractor shall ensure that the Representative does not hold him/herself out as such.

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- 3.21. The Contractor warrants that it is legally entitled to enter into this agreement and shall, and shall procure that the Representative shall adhere to all applicable laws statutes and regulations as are relevant to the provision of the Services.
- 3.22. The Contractor agrees and acknowledges that neither it nor the Representative shall have any authority to act on behalf of the Employment Business or the Client, and shall not, and shall procure that the Representative shall not, enter into any commitments in the name of the Employment Business or the Client.
- 3.23. The Contractor warrants that the Representative has valid and subsisting leave to work and remain lawfully in the UK for the duration of the Assignment.
- 3.24. The Contractor warrants that it is not a Managed Service Company as defined in the Income Tax (Earnings and Pensions) Act 2003 (as amended).

### 4. SELF-BILLING AGREEMENT

- 4.1. The Contractor agrees to enter into a self-billing agreement with the Employment Business.
- 4.2. Pursuant to Clause 4.4 the Employment Business will make payment to the Contractor for the Services provided as shown on the timesheet including VAT where appropriate.
- 4.3. The Employment Business shall not be obliged to pay any fees to the Contractor until:
- 4.3.1. the Contractor has completed fully a timesheet in accordance with Clause 3.14, which is a true and accurate reflection of the Services provided; and
  - 4.3.2. the Client has approved such timesheet (this Clause 4.4.2 shall not apply where the Contractor and Representative have not Opted-Out); and
  - 4.3.3. the Contractor has signed a self-billing agreement with the Employment Business.
- 4.4. The Contractor is not entitled to claim expenses from the Employment Business or the Client unless stated in Schedule A. Where applicable, the Contractor shall provide the Employment Business with an expense slip signed by an authorised representative of the Client for pre-authorised expenses agreed in writing by the Employment Business or the Client. The Contractor shall provide receipts in relation to any expenses claimed, without which payment of such expenses may be delayed or withheld.

### 5. FEES

- 5.1. The Employment Business shall pay the Contractor for the Services rendered pursuant to the receipt of a complete and accurate timesheet in accordance with the fees specified in Schedule A, plus VAT where appropriate.
- 5.2. No fee shall be payable for any period during which the Services are not provided.
- 5.3. Payments will be made to the Contractor weekly in accordance with Clause 4.2 above.
- 5.4. The Contractor shall be responsible for the payment of all taxes and deductions in respect of the Representative, including but not limited to any applicable PAYE Income Tax and National Insurance Contributions.
- 5.5. The Employment Business may delay payment (or any part of it) to the Contractor's in the event that a) the Client has made a request for correction or rectification of works previously certified; b) the Client notifies the Employment Business that amounts previously claimed were incorrect or inaccurate; c) or for any other reason which the Employment Business reasonably believes may result in the Client delaying payment to the Employment Business.
- 5.6. If the Employment Business has reason to believe that the Client may not pay the Employment Business's invoices (or parts of them) in relation to the Services, the Contractor agrees, and shall procure the Representative agrees to provide the Employment Business and the Client with any reasonable assistance necessary to help obtain such payment.
- 5.7. For the avoidance of doubt, in respect to Clause 5.5, delay shall mean until payment is received from the Client. Clause 5.5 shall only apply where the Contractor and Representative have Opted-Out.
- 5.8. Without prejudice to the Employment Business's rights under this agreement, whenever a sum of money is recoverable from or payable by the Contractor the Employment Business may as a set off deduct that sum from any sum then due or which becomes due to the Contractor under this agreement.
- 5.9. The Employment Business shall, save where the Contractor and Representative have Opted-Out, pay the Contractor in respect of work done by it, whether or not it is paid by the Client in respect of that work.

### 6. TERMINATION

- 6.1. This Agreement shall commence on the start date and shall continue until terminated in accordance with this Clause 6.
- 6.2. Either party may terminate this Agreement and any related Assignment without cause by giving the notice as is set out in Schedule A.

**Ref: Carmichael<sup>UK</sup> Contract for Services with Supplier:**



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- 6.3. The Employment Business may terminate this Agreement without liability to the Contractor/Representative with immediate effect at any time prior to the start date as set out in Schedule A.
- 6.4. Notwithstanding Clause 6.2 above, the Employment Business may without notice and/or liability terminate this Agreement and any related Assignment at any time, where:
- 6.4.1. for any reason the Contractor proves (such proof may be expressed verbally by the Client without the requirement for the Client to document this proof to the Employment Business) unsatisfactory to the Client;
  - 6.4.2. the Client believes (such belief may be expressed verbally by the Client without the requirement for the Client to document this belief to the Employment Business) the Contractor/Representative is incompetent or has been negligent in the performance of the Services;
  - 6.4.3. the Contractor has committed any serious or persistent breach of any of its obligations under this agreement;
  - 6.4.4. the Client believes (such belief may be expressed verbally by the Client without the requirement for the Client to document this belief to the Employment Business) that the Contractor has not observed any condition of confidentiality applicable to the Contractor;
  - 6.4.5. the Employment Business receives information regarding the unsuitability of the Contractor or the Representative to provide the Services;
  - 6.4.6. the Contractor or the Representative is guilty of any fraud, dishonesty, wilful neglect or other serious misconduct;
  - 6.4.7. performance of the Services is prevented by the incapacity of the Representative and the Contractor is unable to provide an acceptable replacement;
  - 6.4.8. the Contractor becomes insolvent, goes into administration, is dissolved or is subject to a winding up petition; or
  - 6.4.9. the Employment Business has reason to believe the Client may not be able to pay any or all of the Employment Business's invoices.
- 6.5. For the avoidance of doubt, termination pursuant to Clause 6.4 shall take precedence over termination pursuant to Clause 6.2 above.
- 6.6. The Contractor acknowledges that the continuation of the Assignment is subject to the continuation of the contract between the Employment Business and the Client. In the event that the contract between the Employment Business and the Client is terminated for any reason this agreement shall terminate forthwith, or in a period of time confirmed by the Employment Business without liability to the Employment Business.

## 7. CONFIDENTIALITY AND DATA PROTECTION

- 7.1. The Contractor and/or the Representative may become privy to the confidential information of the Employment Business or any Client for which the Services are provided.
- 7.2. Confidential Information shall mean any confidential information belonging to or about the Client or the Company, which if used by the Contractor and/or Representative other than in the course of the Assignment for the benefit of the Client or if disclosed to any third party either during or at any time after the termination of the Assignment would be of value or could cause damage to the Client or the Employment Business whether directly or indirectly. Confidential information is confidential if it is labelled confidential, if the Client expressly states (whether in writing or otherwise) to the Contractor and/or Representative that the information is confidential or if the Contractor and/or the Representative ought to have known that the information may be confidential.
- 7.3. The Contractor warrants that neither it nor the Representative shall unless required to do so by the Client in rendering the Services divulge or communicate to any person; use for any purposes other than those of the Employment Business or the Client; or cause any unauthorised disclosure, through any failure to exercise due care and attention, of any confidential information relating to the Employment Business or the Client.
- 7.4. The restrictions under this Clause 7. shall continue to apply after the termination of this agreement without limit in point of time but shall cease to apply to information or knowledge which is ordered to be disclosed by a Court of competent jurisdiction or otherwise required to be disclosed by law or which comes into the public domain other than as a result of a breach by the Contractor of their obligations under this agreement.
- 7.5. The Contractor and the Representative acknowledge and agree that the Representative's personal data will be processed by the Employment Business and the Client during the term of the Assignment and that such personal data may be transmitted outside the European Economic Area. The Contractor warrants that the Representative has consented to such processing on the understanding that any personal data is processed in accordance with the principles of the Data Protection Act.

**Ref: Carmichael<sup>UK</sup> Contract for Services with Supplier:**

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### 8. INTELLECTUAL PROPERTY

8.1. The Contractor warrants that all copyright, title and interest of whatever nature and all other intellectual property rights deriving from work carried out by the Contractor and/or the Representative for the Client in relation to an Assignment shall vest in and remain the property of the Client throughout the world free from any interest of the Contractor and/or the Representative, or any other third party, and the Contractor will do anything that the Client may reasonably require in order effectively to vest such rights in the Client or such third party as the Client specifies or to evidence the same (during or after the termination of an Assignment or this agreement).

### 9. LIABILITY

- 9.1. The Contractor shall indemnify and shall hold the Employment Business harmless against all loss, damage and costs, including loss of profit howsoever arising (whether directly or indirectly) which results from any act or omission of the Contractor or Representative and any breach by the Contractor or the Representative of this agreement.
- 9.2. The Contractor shall indemnify both the Employment Business and the Client against all loss, damage and costs in the event that any person seeks to establish any liability upon the Employment Business or the Client in relation to the Representative's employment status as either an employee or worker of the Employment Business or the Client.
- 9.3. The Contractor shall indemnify the Employment Business against any liability howsoever arising in relation to the payment of all taxes in relation to the fees payable under this agreement including any related fines or penalties which may be imposed on the Employment Business.
- 9.4. The Contractor shall be liable for any sub-standard or defective Services rendered by the Representative during the Assignment and shall rectify if capable of rectification any such Services at its own cost and in its own time as requested by the Employment Business.
- 9.5. The Contractor shall maintain during the Assignment and for a period of 12 months after the termination of the Assignment adequate Public Liability Insurance, Professional Indemnity Insurance (up to at least the amount of £1,000,000) and any other relevant insurance in respect of the Contractor, the Representative and the provision of the Services. Copies of such insurance policies or certificates shall be made available to the Employment Business upon request.
- 9.6. At all times during the term of this Agreement the Contractor shall maintain with a reputable and substantial insurance provider satisfactory to the Employment Business the provision of adequate and fully paid up tax investigation insurance for a sum of not less than £100,000 and tax liability insurance for a sum of not less than £100,000 including cover for any claims pursuant to the IR35 and Off-Payroll Working Legislation. Copies of such insurance policies or certificates shall be made available to the Employment Business upon request.
- 9.7. The Employment Business is not liable to the Contractor for any loss, expense, damage or delay howsoever arising (whether directly or indirectly) in connection from this Agreement, unless expressly stated otherwise.

### 10. NOTICES

10.1. Any notice to be given hereunder shall be in writing. Notices may be given by either party by personal delivery, post, email or by fax addressed to the other party at its registered office for the time being and any such notice given by letter email, or fax shall be deemed to have been served at the time at which the letter was delivered personally or transmitted or if sent by post would be delivered in the ordinary course of post.

### 11. GENERAL

- 11.1. For the purposes of the Conduct Regulations the Employment Business is acting as an Employment Business. In the event that a permanent or fixed term Engagement follows the Introduction of the Contractor to the Client, the Employment Business will be acting as an Employment Agency.
- 11.2. Neither party's rights under these Terms shall be prejudiced or restricted by any concession, delay or forbearance it extends to the other and no waiver by either party in respect of any breach by the other shall operate as a waiver in respect of any subsequent breach. Rights and remedies provided under these Terms are cumulative and not exclusive of any rights or remedies provided by law.
- 11.3. No provision of these Terms shall be enforceable by any person who is not a party to it pursuant to the Contract (Rights of Third Parties) Act 1999.
- 11.4. If at any time any clause in these Terms becomes illegal, invalid or unenforceable in any respect for any reason that shall not affect or impair the legality, validity or enforceability of any other clauses in these Terms
- 11.5. If there is a conflict between these terms and Schedule A save where expressly stated otherwise Schedule A shall take precedence.

**Ref: Carmichael<sup>UK</sup> Contract for Services with Supplier:**

## Agreement for the Provision of Services

### 12. LAW

12.1. This Agreement is governed by and shall be construed in accordance with English law and the parties hereto submit to the exclusive jurisdiction of the English Courts in respect of any dispute arising from these Terms or its subject matter.

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Signed by and on behalf of the Parties as follows:

Signature: ..... Signature: .....

Name: ..... Name: .....

Position: ..... Position: .....

For and on behalf of [CONTRACTOR'S COMPANY NAME] For and on behalf of the Employment Business

Date: ..... Date: .....

SAMPLE

**Ref: Carmichael<sup>UK</sup> Contract for Services with Supplier:**