Terms of Engagement PSC - Outside IR35 - Large

Terms of engagement with a personal service company (outside IR35)

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The Parties

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Schedule - Assignment Details Form

THE PARTIES

(1) ..... Limited

(registered company no. .....)

trading as: (if different)

.....

of address:

.....

(and except where otherwise indicated, includes any third party to whom the provision of PSC services is assigned or sub-contracted with the prior approval of the Client) ("the PSC").

(2) Integra People Limited (registered company no. 06703689 of 4a Olympic Park Olympic Way, Birchwood, Warrington, WA2 0YL ("the Employment Business").

RECITAL

The Employment Business has requested the PSC and the PSC has agreed to provide the services specified in the attached Assignment Details Form ("the PSC Services") to the Client on the terms and subject to the terms of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement the following definitions apply:

"Assignment" means the PSC Services to be performed by the PSC Staff for the Client for a period of time during which the PSC is engaged by the Employment Business to provide the PSC Services to the Client;

"AWR" means the Agency Workers Regulations 2010;

"Client" means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) requiring the PSC Services and identified in the attached Assignment Details Form;

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

"Conditions of Liability" means meets the requirements of section 50(1)(b) ITEPA and one of the conditions of liability set out in Sections 51 to 53 and 61N, 61O and 61P ITEPA;

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

"Confidential Information" means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Client 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 PSC or any third party in relation to the Assignment by the Client or the Employment Business or by a third party on behalf of the Client 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;

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

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

"Exempt Organisation" means an organisation which is exempt from the Off-Payroll Rules;

"Inside IR35" means an Assignment which meets the requirements of Section 61M ITEPA;

"Intermediaries Legislation" means Part 2, Chapter 8 ITEPA;

"ITEPA" means the Income Tax (Earnings and Pensions) 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;

"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 (Categorisation of Earners) Regulations 1978 and the Social Security Contributions (Intermediaries) Regulations 2000;

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

"Outside IR35" means an Assignment which does not meet the requirements of Section 61M ITEPA;

"PSC Fees" means the fees set out in the Assignment Details Form. For the avoidance of doubt, the PSC Fees include the agreed fees for the PSC Services, any expenses or disbursements authorised by the Client and VAT charged at the applicable rate;

"PSC Staff" means the PSC's employees, workers, officers, or representatives provided to perform the PSC Services (and, except where otherwise indicated, includes any substitute or any officer, employee, worker or representative of any third party to whom the provision of the PSC Services is assigned or sub-contracted with the prior agreement of the Client);

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

"Specified Intermediary" means the party required to submit the report to HMRC to comply with the Reporting Requirements; and

"Status Determination Statement" means the written statement in which the Client confirms its decision on the application of the Off-Payroll Rules to the Assignment in accordance with Section 61T ITEPA;

"Transparency Regulations" means the Modern Slavery Act 2015 (Transparency in Supply Chains) Regulations 2015.

1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3. The headings contained in the 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 AGREEMENT

2.1. This Agreement together with the Assignment Details Form set out in the Schedule constitutes the entire agreement between the Employment Business and the PSC ("the Agreement") for the supply of PSC Services to the Client and governs the Assignment undertaken by the PSC with the Client. This Agreement shall prevail over any terms put forward by the PSC.

2.2. For the avoidance of doubt this Agreement shall not be construed as a contract of employment between any PSC Staff supplied to provide the PSC Services and either the Employment Business or the Client and any of the liabilities of an employer arising out of the Assignment shall be the liabilities of the PSC.

2.3. No variation or alteration to this Agreement shall be valid unless such variation is agreed between the Employment Business and the PSC and set out in writing and a copy of the varied Agreement is given to the PSC stating the date on or after which the varied Agreement shall apply.

2.4. The Schedule shall specify the Client, the PSC Fees payable by the Employment Business and agreed expenses, any notice period and any other information relevant to the Assignment.

3. RELATIONSHIP BETWEEN THE EMPLOYMENT BUSINESS, THE PSC AND THE CLIENT

3.1. The Employment Business is not obliged to offer Assignments to the PSC and the PSC is not obliged to accept any Assignment. Both parties acknowledge that there is no intention to create mutuality of obligation during any Assignment or between Assignments.

3.2. The PSC acknowledges that:

3.2.1. the Client is not an Exempt Organisation;

3.2.2. the Client has determined that the Assignment is an Outside IR35 Assignment;

3.2.3. its services are supplied to the Employment Business as an independent contractor and that accordingly, the responsibility of complying with all statutory and legal requirements relating to the PSC Staff (including but not limited to matters of taxation and compliance with the immigration laws applicable to the jurisdiction in which the PSC Services are provided) shall fall upon and be discharged wholly and exclusively by the PSC.

3.3. Nothing in this Agreement shall render any member of the PSC Staff an employee or worker of either the Employment Business or the Client. The PSC shall ensure that none of the PSC Staff holds themselves out as an employee or worker of either the Employment Business or the Client. If any person should seek to establish any liability or obligation upon the Employment Business on the grounds that they are an employee or worker of the Employment Business or the Client, the PSC shall upon demand indemnify the Employment Business and/or the Client and keep them indemnified in respect of any such liability or obligation and any related Losses which the Employment Business or Client shall incur.

3.4. The PSC acknowledges that no member of the PSC Staff is an agency worker as defined under the AWR and that the AWR do not apply in relation to this Assignment or any Assignment under this Agreement. The PSC shall indemnify and keep indemnified the Employment Business (or, as the case may be, the Client) against any Losses the Employment Business (or the Client) may suffer or incur as a result of any claim made by or on behalf of any member of the PSC Staff under the AWR.

3.5. The PSC shall provide the PSC Services and subject to the prior written agreement of the Client (which will not be unreasonably withheld or delayed) shall be entitled to send a substitute or to assign or sub-contract the performance of the PSC Services provided that the Employment Business and the Client are reasonably satisfied that the substitute, assignee or sub-contractor has the required skills, qualifications, resources and personnel to provide the PSC Services to the required standard and that the terms of any such substitution, assignment or sub-contract contain the same acknowledgements under and obligations imposed by this Agreement. The PSC acknowledges that if it sends a substitute or assigns or sub-contracts the PSC Services, then the PSC may become the fee-payer for the purposes of the Off-Payroll Rules, but in any event, the PSC shall be solely responsible for paying the substitute, assignee or sub-contractor.

3.6. Except where otherwise stated in this Agreement, the PSC shall be entitled to supply its services to any third party during the term of this Agreement provided that this in no way conflicts with or is to the detriment of the supply of its services to the Client or amounts to a breach of this Agreement.

3.7. Neither the PSC nor the PSC Staff work under (or subject to the right of) supervision, direction or control by any person as to the manner in which they provide the PSC Services. Accordingly, the PSC shall be permitted to determine how it will provide the PSC Services and, subject to complying with any reasonable operational requirements of the Client, will have the flexibility to determine the number of hours required to provide, and the times during which it will provide, the PSC Services. The PSC can decide the location(s)

where it will provide the PSC Services, but where the PSC Services are undertaken at the Client's site, the PSC will comply with any reasonable requirements relating to working hours, and any other operational requirements in relation to that site.

4. WARRANTIES PROVIDED BY THE PSC

4.1. The PSC warrants to the Employment Business that:

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

4.1.2. the PSC Staff have the necessary skills and qualifications to perform the PSC Services;

4.1.3. the PSC and the PSC Staff providing the PSC Services have agreed to opt out of the Conduct Regulations and have signed an agreement to that effect and understand that except for Regulation 13A, none of the Conduct Regulations apply to this Assignment. Further the PSC warrants that it will only supply staff to perform the PSC Services who have opted out of the Conduct Regulations and further that any person to whom the performance of the PSC Services are assigned or sub-contracted has opted out of the Conduct Regulations;

4.1.4. the PSC Staff meet the Conditions of Liability and will continue to meet the Conditions of Liability for the duration of the Assignment and this Agreement. The PSC will provide written confirmation to the Employment Business that the PSC Staff meet the Conditions of Liability;

4.1.5. the PSC is not a "managed service company" as defined in either section 61B or section 339A of ITEPA and that it is compliant in all respects with ITEPA (including specifically the Intermediaries Legislation and the MSC Legislation) and the NICs Legislation;

4.1.6. the PSC is incorporated in the UK and that all directors are resident in the UK for tax purposes;

4.1.7. all information the PSC provides to the Employment Business in order to comply with the Reporting Requirements and clauses 5.1.9 and 5.1.15 is complete and accurate;

4.1.8. the PSC and the Contractor will comply with the Data Protection Laws.

4.2. The PSC warrants and shall procure that the PSC Staff, any sub-contractor or assignee performing the PSC Services warrant, that they are not and do not operate as "managed service companies" as defined in section 61B and section 339A of ITEPA but that they are personal service companies which are compliant in all respects with ITEPA (including specifically the Off-Payroll Rules and the MSC Legislation) and the NICs legislation.

4.3. Further to clause 3.7, the PSC warrants that the PSC Staff do not work under (or are not subject to the right of) supervision, direction or control of any person as to the manner in which they provide the PSC Services. The PSC further warrants that it shall advise the Employment Business in writing immediately that the PSC Staff work under (or subject to the right of) supervision, direction or control of any person.

5. THE PSC'S OBLIGATIONS

5.1. The PSC agrees on its own part and on behalf of the PSC Staff as follows:

5.1.1. to observe any relevant rules and regulations of the Client's establishment or the premises where the PSC Services are being performed to which attention has been drawn or which the PSC or the Contractor might reasonably be expected to be aware of, including but not limited to those relating to health and safety to the extent that they are reasonably applicable to the PSC and the PSC Staff;

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

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

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

5.1.5. not to engage in any conduct detrimental to the interests of the Employment Business and/or the Client which includes any conduct which could bring the Employment Business and/or the Client into disrepute and/or which results in the loss of custom or business for the Employment Business and/or the Client;

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

5.1.7. if it sends a substitute, or assigns or sub-contracts any of the PSC Services to a third party, it will do so only in accordance with clause 3.5;

5.1.8. to give the Client and/or the Employment Business any progress reports as may be requested from time to time;

5.1.9. to notify the Employment Business forthwith in writing if it should become insolvent or if any of the circumstances set out in clauses 9.2.5 to 9.2.7 apply;

5.1.10. to give the Employment Business a copy of the terms under which the PSC has engaged the PSC Staff;

5.1.11. to comply with all relevant legal obligations, including but not limited to ITEPA, the NICs Legislation, VAT legislation and the Companies Acts and all statutory obligations;

5.1.12. not provide fraudulent information with the purpose of avoiding the Off payroll rules and to notify the Employment Business in writing immediately if it becomes subject to a HMRC investigation or compliance activity including but not limited to any of ITEPA, the NICs legislation or VAT legislation;

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

5.1.14. to give the Employment Business on request, any information required to comply with Transparency Regulations;

5.1.15. at the Employment Business's request the PSC will complete a Key Information Document and will submit complete and accurate information to the Employment Business by the due date;

5.1.16. to update the Employment Business promptly where any of the information required under clauses 5.1.9 to 5.1.14 changes;

5.1.17. to provide at its own cost, subject to any agreement to the contrary specified in the Assignment Details Form all such necessary equipment as is reasonable for the adequate performance by the Contractor of the PSC Services; and

5.1.18. not enter into avoidance arrangements where the main purpose, or one of the main purposes, is to secure a tax advantage.

5.2. If the PSC is unable for any reason to provide the PSC Services during the course of the Assignment, the PSC should inform the Employment Business as soon as is reasonably practicable after it becomes aware of any event which renders it unable to provide the PSC Services so as to enable the Employment Business to discharge its obligations to the Client.

5.3. The PSC acknowledges that any breach of its obligations set out in this clause may cause the Employment Business to suffer Loss and that the Employment Business reserves the right to recover such Losses from the PSC by way of set off or deduction from any sums owed by the Employment Business to the PSC.

6. THE EMPLOYMENT BUSINESS'S OBLIGATIONS

6.1. Subject to the Employment Business's right of set off or deduction in Clause 5.3, throughout the term of this Agreement the Employment Business will:

6.1.1. pay the PSC the PSC Fees in respect of the provision of the PSC Services in accordance with clause 8;

6.1.2. give the PSC the information set out in the Schedule in order for the PSC to arrange for the provision of the PSC Services; and

6.1.3. advise the PSC of any health and safety information or advice which it receives from the Client which may affect the PSC Staff during the Assignment.

7. INVOICING

7.1. Upon completion of the Assignment or as may be agreed and specified in the Assignment Details Form at the end of each week/ on completion of another phase of the PSC Service of the Assignment, the PSC shall send its invoice for the PSC Fees to the Employment Business, giving a detailed breakdown showing the work performed and the time spent by the PSC in providing the PSC Services.

7.2. For each of its invoices, the PSC shall obtain the signature of an authorised representative of the Client as confirmation that the PSC provided the PSC Services.

7.3. The PSC's invoice should be received by the Employment Business by no later than 9AM on Monday following the week to which it relates. The PSC's invoice should bear the PSC's name, the name of the PSC Staff who provided the PSC Services to which the invoice relates, the PSC's company registration number and VAT number (if VAT registered) and should state any VAT due (if applicable) on the invoiced sum.

7.4. The Employment Business shall not be obliged to pay any fees to the PSC unless an invoice has been properly submitted by the PSC in accordance with this clause 7 and until the Client has confirmed the delivery of the PSC Services.

8. PSC FEES

8.1. The Employment Business will pay the PSC the PSC Fees within 7 days of receipt of the PSC's invoice subject to:

8.1.1. the satisfactory performance of the Services;

8.1.2. the PSC's compliance with this Agreement;

8.1.3. the Employment Business's receipt of the PSC's invoice in accordance with clause 7 above.

8.2. The Employment Business will pay the PSC Fees to the PSC and not to any third party or member of the PSC Staff or any substitute, sub-contractor or assignee. The Employment Business will pay the PSC Fees into a UK business bank account in the PSC's name, only.

8.3. As the Client has determined that the Assignment is an Outside IR35 Assignment, the PSC shall be responsible for compliance with the Intermediaries Legislation and the NICs Legislation and specifically for the payment of any PAYE income tax and national insurance contributions and any other taxes and deductions payable in respect of the PSC Staff for the provision of the PSC Services.

8.4. The Employment Business shall not be obliged to pay the PSC for any periods during which the PSC does not provide the PSC Services, whether this is due to the PSC being unable to provide the PSC Services or where the Client does not require the PSC Services or otherwise in respect of holidays, illness or absence of the PSC Staff.

8.5. The PSC shall bear the cost of any training which the PSC Staff may require in order to perform the PSC Services.

9. TERM AND TERMINATION

9.1. The Assignment will terminate when the Client confirms that the PSC Services have been completed. Any of the Client, the Employment Business or the PSC may terminate the Assignment earlier by giving to the other party in writing the period of notice specified in the relevant Assignment Details Form.

9.2. Notwithstanding clauses 9.1 and 9.3 of this Agreement, the Employment Business may without notice and without liability instruct the PSC to cease work on the Assignment at any time, where:

9.2.1. the PSC or PSC Staff have acted in breach of the rules and regulations applicable to third parties providing services to the Client; or

9.2.2. the PSC or PSC Staff have committed any serious or persistent breach of any of their obligations under this Agreement; or

9.2.3. the Client reasonably believes that the PSC or PSC Staff have not observed any condition of confidentiality applicable to the PSC from time to time; or

9.2.4. the Client is dissatisfied with the PSC's or the PSC Staff's provision of the PSC Services and has terminated the Assignment; or

9.2.5. either the Client or the PSC 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

9.2.6. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of either the Client or the PSC; or

9.2.7. an order is made for the winding up of either the Client or the PSC, or where either the Client or the PSC 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

9.2.8. any member of the PSC Staff is suspected of any fraud, dishonesty or serious misconduct; or

9.2.9. the Employment Business knows or suspects that the PSC has failed to give complete and accurate information for the purposes of the Key Information Document; or

9.2.10. the Client becomes an Exempt Organisation; or

9.2.11. the Client does not give a valid Status Determination Statement or does not respond to a request for further information

about the Status Determination Statement from either the Employment Business or the PSC; or

9.2.12. the Client provides or seeks to provide a Status Determination Statement which incorrectly states that the Assignment is an Outside IR35 Assignment; or

9.2.13. the circumstances of the Assignment change so that the Assignment ceases to be an Outside IR35 Assignment and becomes an Inside IR35 Assignment; or

9.2.14. the Employment Business knows or suspects that the PSC or the PSC Staff work under (or subject to the right of) supervision, direction or control of any person as to the manner in which they provide the PSC Services, in breach of this Agreement and either of the Client or the PSC fails to provide accurate and sufficient evidence that neither the PSC nor the PSC Staff work under (or subject to the right of) supervision, direction or control of any person as to the manner in which they provide the PSC Services; or

9.2.15. the Employment Business knows or suspects that any of the PSC Staff no longer meets the Conditions of Liability; or

9.2.16. the Employment Business suspects or has notice that the PSC has not complied with any of the requirements of the Intermediaries Legislation, the NICs Legislation or VAT requirements;

9.2.17. or the PSC is unable to perform the PSC Services for 2 days or more;

9.2.18. the PSC does not comply with clause 14.3; or

9.2.19. the Employment Business knows or suspects that either the PSC or the PSC Staff have breached the Data Protection Laws.

9.3. The PSC acknowledges that the continuation of the Assignment is subject to the continuation of the contract between the Employment Business and the Client. If the contract between the Employment Business and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability to the PSC.

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

10. INTELLECTUAL PROPERTY RIGHTS

The PSC acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from the PSC Services carried out for the Client during the Assignment, by the PSC and the PSC Staff and any substitute or any third party to whom this Agreement is assigned or sub-contracted, shall belong to the Client, except such rights as may be expressly owned or retained by the PSC and set out in the Assignment Details Form. Accordingly, the PSC shall (and shall procure that any relevant member of the PSC Staff, and any substitute, sub-contractor or assignee) 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. To protect the confidentiality and trade secrets of any Client and/or of the Employment Business without prejudice to every other duty to keep secret all information given to it or gained in confidence the PSC agrees on its own part and on behalf of the PSC Staff as follows:

11.1.1. not at any time whether during or after the Assignment (unless expressly so authorised by the Client or the Employment Business as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or Confidential Information of the Client or the Employment Business with the exception of information already in the public domain;

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

11.1.3. not at any time to make any copy, extract or summary of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of its duties under the Assignment in which event any such item shall belong to the Client or the Employment Business as appropriate.

12. COMPUTER EQUIPMENT WARRANTY

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

13. RESTRICTION:

The PSC shall not and shall procure that the PSC Staff shall not during the Assignment or for a period of 6 months following the termination of the Assignment or this Agreement, supply the services of the PSC Staff directly, or through any other person, firm or company, to any Client for whom it has carried out the Assignment at any time during the previous 6 months except in the case of supply through an Employment Business or recruitment consultancy with whom the PSC was also registered at the date of commencement of the Assignment.

14. CONTRACT MONITORING AND AUDITS

14.1. The Employment Business reserves the right to audit the PSC an ad hoc basis to ensure compliance with this Agreement and all statutory requirements in relation to all PSC Staff supplied to provide the PSC Services including in particular but not limited to ITEPA and the NICs legislation. The Employment Business will give the PSC 30 days' notice of such audit.

14.2. To assist the Employment Business in its audit the PSC will:

14.2.1. maintain such records as are necessary to comply with this Agreement and all statutory requirements in relation to all PSC Staff supplied to provide the PSC Services, and will provide copies of the same to the Employment Business on request;

14.2.2. provide the Employment Business with access to its premises and all records relating to all PSC Staff supplied to provide the PSC Services.

14.3. If having conducted an audit, the Employment Business requires the PSC to take any action the PSC shall take such action within the time period specified in writing by the Employment Business. If the PSC does not take such action or correct the matter to the Employment Business's satisfaction, the Employment Business can terminate this Agreement in accordance with clause 9 (Term and Termination).

15. LIABILITY

15.1. The PSC shall:

15.1.1. be liable for any and all Losses or injury to any party resulting from the deliberate and/or negligent acts or omissions of the PSC or PSC Staff during an Assignment, or for the acts or omissions of any substitute, assignee or sub-contractor to whom

the PSC substitutes, assigns or sub-contracts the performance of the PSC Services, during an Assignment;

15.1.2. obtain adequate employer's liability insurance, public liability insurance, professional indemnity insurance and any other suitable policies of insurance that is required from time to time as set out in the Assignment Details Form in respect of the PSC and the PSC Staff. The PSC shall maintain such insurances for the duration of the Assignment and following termination of the Assignment for the period specified. The PSC shall give a copy of the policy to the Employment Business upon request;

15.1.3. be liable for any defects arising in relation to the PSC Services and shall correct at its own cost such defects as may be capable of remedy within a reasonable period from notification of such defects by either the Employment Business or the Client;

15.1.4. be liable and for any breaches of the Data Protection Laws by the PSC or the PSC Staff.

15.2. For the avoidance of doubt, the Employment Business will not be liable to any of the PSC or the PSC Staff or any substitute, assignee or sub-contractor, for any Losses they may incur as a result of the Client's Status Determination Statement (or replacement Status Determination Statement, if applicable).

16. INDEMNITY

Except to the extent any Losses result solely from any act or omission of the Employment Business or the Client, the PSC 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 any third party: (including specifically, but without limitation, HMRC and any successor, equivalent or related body pursuant to any of the provisions of ITEPA (including specifically the Intermediaries Legislation) or the NICs Legislation (and/or any supporting or consequential secondary legislation relating thereto), or arising out of any non-compliance with, and/or as a result of any breach of this Agreement or the Data Protection Laws by either the PSC or the PSC Staff.

17. SEVERABILITY

If any of the provisions of this Agreement shall be determined by any competent authority to be 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.

18. 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, including by email. 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, when that email is sent.

19. DISCLAIMER

The Employment Business makes no representation nor does it accept any responsibility for ensuring that the terms of this contract are an accurate reflection of the relationship between the Client and the PSC. Furthermore, the Employment Business accepts no liability to indemnify the PSC for any Losses incurred by the PSC or the PSC Staff whether by reason of tax or other statutory or contractual liability to any third party arising from the Assignment.

20. RIGHTS OF THIRD PARTIES

20.1. Except as set out in clause 19.2, 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 is excluded.

20.2. The Client shall be entitled to rely on and enforce the provisions of clause 3.4 and the indemnities given by the PSC in favour of the Client, notwithstanding that the Client is not a party to this Agreement.

21. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed in accordance with the laws of England & Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the Courts of England & Wales.

.....

Signed for and on behalf of the Employment Business

.....

Name

.....

Signed on for and on behalf of

..... Ltd. (the PSC)

.....

Name

I confirm I am authorised to sign this Agreement for and on behalf of the PSC.

.....

Date