

Agreement For The Engagement And Provision Of Services

CONTRACT No: [INSERT CONTRACT NUMBER]

This agreement is made on [INSERT DATE] ("the Effective Date")

BETWEEN

- (1) **[Costello & Reyes Limited]**, a company incorporated in England and Wales under company number [07328884] and whose registered office is at is [Town Gate, 38 London Street, Basingstoke, Hampshire, RG21 7NY], ("Employment Business"); and
- (2) **[Name of Contractor's Company]**, a company incorporated in England and Wales under company number [insert registered company number] and whose registered office is at [insert registered office address] ("the Contractor").

IT IS AGREED as follows:

1. Interpretation and Definitions

- 1.1. Unless the context otherwise requires, references to the singular include the plural.
- 1.2. Headings contained in this Agreement are for reference purposes only and shall not affect the intended meanings of the clauses to which they relate.
- 1.3. In this Agreement -

"**Agreement**" means the terms and conditions set out herein together with any Assignment Schedule to these terms;

"**Assignment**" means the period during which the Contractor provides the Services as set out in an Assignment Schedule;

"**Assignment Schedule**" means the schedule agreed between the Employment Business and the Contractor for each Assignment containing the particulars of the Assignment and Services;

"**AWR**" means the Agency Workers Regulations 2010 (as amended);

"**Client**" means the person, firm or corporate body together with any subsidiary or associated company as defined by section 1159 of the Companies Act 2006 requiring the Services, and includes any third party for whom the Contractor provides services pursuant to this Agreement on behalf of the Client;

"**Conduct Regulations**" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended from time to time) and references to a particular Regulation are references contained therein;

"**Opted-Out**" means opted-out of the Conduct Regulations in accordance with Regulation 32(9);

"**Representative**" means the employees, officers or representatives of the Contractor, specified in the Assignment Schedule (including any substitute made in accordance with clause 2.6 below), who renders the Services on behalf of the Contractor;

"**Restricted Period**" means the [six months] following the end (howsoever arising) of the Assignment; and

"**Services**" means the services to be provided by the Contractor for the benefit of the Client pursuant to this Agreement.

2. Services

- 2.1. Following a request from the Client, the Employment Business has requested the Contractor and the Contractor has agreed with the Employment Business to provide the Services to the Client as detailed within an Assignment Schedule, on the terms and conditions of this Agreement.
- 2.2. The Contractor shall procure that the Services shall be undertaken by the Representative.
- 2.3. The Employment Business and the Contractor shall agree an Assignment Schedule (or confirm their agreement in an Assignment Schedule) specifying the Client, the fee payable by the Employment Business, the Representative, the Services, such expenses as may be agreed, any notice period and any other relevant information.
- 2.4. Save as otherwise stated in this Agreement, the Contractor and the Representative shall be entitled to supply its/their services to any third party during the term of this Agreement provided that this in no way compromises or is not to the detriment of the supply of the Services, and provided there is no conflict of interest.
- 2.5. The Contractor shall not, and shall procure that 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 any services of the same or a similar nature to the Services during the Assignment or during the Restricted Period without the Employment Business's prior written consent, such consent may be withheld at the Employment Business's absolute discretion or granted subject to any conditions the Employment Business may wish to impose.
- 2.6. The Contractor may substitute the named Representative in the Assignment Schedule provided that -
 - 2.6.1. the Services remain as detailed in the Assignment Schedule;

- 2.6.2. the Employment Business and/or the Client is reasonably satisfied that the proposed substitute possesses all qualifications, experience, skills, resources and authorisations needed by the Client or required by law to fulfil the Services;
- 2.6.3. the proposed substitute passes all relevant security checks;
- 2.6.4. no delay or reduction in quality shall occur due to the lack of technical or Client specific knowledge held by the substitute; and
- 2.6.5. if requested by the Employment Business, the Contractor provides the replacement Representative free of charge for up to 10 working days to effect a handover of the Services.
- 2.7. Clause 2.5 shall not apply where the Contractor and the Representative have not Opted-Out.
- 3. The Contract**
- 3.1. This Agreement constitutes the entire agreement between the Employment Business and the Contractor, and it supersedes all previous agreements between the parties in relation to the subject matter hereof and governs all Assignments undertaken by the Contractor. 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 by the Client.
- 3.2. No variation or alteration to this Agreement shall be valid unless the details of such variation are agreed between the Employment Business and the Contractor and set out in writing and signed by both parties.
- 3.3. The Contractor shall be deemed to accept the terms of this Agreement if it performs any Services for the Client or submits a timesheet to the Employment Business in relation to performing Services for the Client.
- 3.4. Without prejudice to any rights accrued prior to termination, the obligations within clauses 1, 2.5, 9, 10, 13, 14 and 15 will remain in force beyond the cessation or other termination (howsoever arising) of this Agreement.
- 4. Undertakings of the Contractor**
- 4.1. The Contractor warrants to the Employment Business that by entering into and performing its obligations under this Agreement it will not thereby be in breach of any obligation that it owes to any third party. The Contractor warrants to the Employment Business that the Representative, by performing the Services on behalf of the Contractor, will not thereby be in breach of any obligation that it owes to any third party.
- 4.2. The Contractor warrants that the Representative(s) has/have the necessary experience, training, qualifications and any other authorisation which the Client considers are necessary, or which are required by law or by any professional body to provide the Services for the period of the Assignment. The Contractor shall, on request, provide proof of compliance with this clause.
- 4.3. The Contractor warrants and represents that all statements, whether oral or written, made by it and/or any Representative it provides, in relation to the performance of the Services in the course of the Assignment, regarding their experience, training, qualifications and any relevant or necessary authorisation are true and accurate.
- 4.4. The Contractor warrants that the Services shall be performed with a high degree of professional skill and care.
- 4.5. The Contractor shall procure that the Representative works such hours as are necessary to perform the Services and that the Representative shall not unreasonably fail to provide the Services during hours required by the Client for the convenience of the Client and for the proper performance of the Services. Where minimum hours are specified in the Assignment Schedule, the Contractor warrants that it shall ensure that the Representative shall work for such minimum hours.
- 4.6. The Contractor warrants that the Representative shall follow all relevant and applicable rules and procedures of the Client and shall act in a professional manner at all times when at the premises at which Services are to be performed.
- 4.7. The Contractor warrants that it and the Representative shall, in relation to the Services, adhere to all applicable laws, statutes and regulations as enacted from time to time.
- 4.8. The Contractor warrants that pre-employment checks have been carried out in relation to each Representative and that each Representative has valid and subsisting leave to live, work and to remain lawfully in the UK for the duration of the Assignment.
- 4.9. The Contractor warrants that it is not a Managed Service Company as defined in the Income Tax (Earnings and Pensions) Act 2003 (as amended).
- 4.10. The Contractor warrants that, where applicable, there is a contract of employment between the Contractor and the Representative.
- 4.11. The Contractor warrants that it shall procure that, where the Representative is eligible in relation to the Assignment hereunder, the Representative is enrolled (or given the opportunity so to do) in a pension scheme in accordance with The Occupational and Personal Pension Schemes (Automatic Enrolment) Regulations 2014 and the Contractor shall indemnify the Employment Business and/or the Client from any demands made against them in connection with this clause.
- 4.12. The Contractor warrants that where the Representative is employed, whether by the Contractor or by a third party, the employer is a company registered within the United Kingdom. The Contractor shall, on request, provide proof of compliance with this clause as maybe required by the Employment Business from time to time.
- 4.13. The Contractor warrants that it shall procure the correct payment of any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of the Representative in accordance with relevant legislation and the Contractor shall indemnify the Employment Business and/or the Client from any demands made against them in connection with this clause.
- 5. Obligations of the Contractor**
- 5.1. The Contractor shall and shall procure the Representative shall -

- 5.1.1. not engage in any conduct detrimental to the interests of the Employment Business or the Client which includes any conduct that may bring the Employment Business or the Client into disrepute and which may result in the loss of custom or business;
 - 5.1.2. comply with any statutory or other reasonable rules or obligations including but not limited to those relating to health and safety, site security and IT usage and security during the Assignment to the extent that they are applicable while performing the Services and to take all reasonable steps to safeguard its own safety, the safety of the Representative and the safety of any other person who may be affected by its actions during the Assignment;
 - 5.1.3. furnish the Client and/or the Employment Business with any progress reports as may be requested from time to time;
 - 5.1.4. notify the Employment Business forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition or the Representative becomes bankrupt;
 - 5.1.5. where required, provide and insure at its own cost any such necessary equipment as is reasonable for the performance of the Services and ensure that any computer equipment and associated software which it provides for the purpose of providing the Services contains up-to-date anti-virus protection; and
 - 5.1.6. 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 its duties under the Assignment in which event any such item shall belong to the Client or the Employment Business as appropriate.
- 5.2. The Contractor shall procure that the Representative shall obtain the signature/electronic approval of an authorised representative of the Client on a timesheet in a format provided by the Employment Business and submit timesheets to the Employment Business, in accordance with the Employment Business's procedures, within 1 month of the period to which they relate or as otherwise directed in writing by the Employment Business.
 - 5.3. The Contractor warrants and represents that the hours the Representative records on the timesheet are true and accurate.
 - 5.4. If the Contractor/Representative is unable or unwilling for any reason to undertake the Services during the course of an Assignment the Contractor/Representative should inform the Employment Business by no later than 9.00am on the first day of incapacity.
 - 5.5. The Contractor shall have reasonable autonomy in relation to determining the method of performance of the Services but in doing so it shall co-operate with the Client and comply with all the Client's reasonable and lawful instructions.
 - 5.6. The Contractor acknowledges that failure to deliver and obtain Client signature/ electronic approval of timesheets may delay payment.
 - 5.7. The Contractor shall, and shall procure that the Representative shall, ensure that at the end of the Assignment or on demand return to the Employment Business or to the Client (as directed) all property of the Client including, but not limited to, all equipment, documents (including copies) and other such materials, security passes, electronic storage devices and keys.
 - 5.8. Nothing in this Agreement shall render any Representative an employee or a worker of either the Employment Business or the Client. The Contractor shall ensure that none of its Representatives holds themselves out as an employee or a worker or an agent of either the Employment Business or the Client.
 - 5.9. The Contractor shall bear the cost of any training that its Representative may require in order to perform the Services.
 - 5.10. The Contractor shall procure that the Representative shall arrange any appointments, including without limitation those relating to medical conditions, outside of the hours required by the Client to deliver the Services.
 - 5.11. The Contractor agrees to promptly, upon request, provide evidence relating to the construction of the Contractor's company and details of the Representative's status/engagement in order to assist the Employment Business to comply with its contractual and legal obligations.
 - 5.12. The Contractor agrees, and shall procure that the Representative agrees, to promptly provide to the Employment Business any information requested by the Employment Business that may be required to satisfying statutory legislation and reporting requirements relating thereto.
- 6. Invoicing**
- 6.1. The Contractor shall invoice the Employment Business the amount due from the Employment Business to the Contractor in respect of the Services at the rate set out in the Assignment Schedule. Invoices must be received by the Employment Business no later than three months following the period to which it relates. The Contractor's invoice shall bear Contractor's name, name of the Representative, company registration number and, where applicable, the VAT number and any VAT due on the invoice or in a format as otherwise stated by the Employment Business.
 - 6.2. The Employment Business shall not be obliged to pay any fees to the Contractor (a) unless an invoice has been properly submitted by the Contractor in accordance with clause 6.1 above and (b) unless and until the Client has authorised or signed the relevant time recording process and (c) the hours claimed are true and accurate.
 - 6.3. Unless otherwise stated in the Assignment Schedule, Contractors will not be entitled to claim any expenses from the Employment Business or the Client. Where applicable, the Contractor shall invoice the Employment Business for business expenses agreed in writing either by the Employment Business or by the Client. The Contractor shall, on request, provide receipts in relation to invoiced expenses and the Employment Business may withhold payment of expenses subject to receiving such receipts. VAT on expenses must be shown separately.

- 6.4. Without prejudice to the Employment Business's rights under this Agreement, whenever a sum of money is recoverable from or payable by the Contractor -
- 6.4.1. in relation to an overpayment; or
 - 6.4.2. any sum that the Contractor is liable to pay to the Employment Business in respect of any breach of this Agreement; or
 - 6.4.3. from any indemnity given in this Agreement,
- the Employment Business may deduct that sum from any sum then due or which at any later time becomes due to the Contractor under this Agreement.
- 6.5. Clause 6.2(b) shall not apply if the Contractor and the Representative have not Opted-Out and the Conduct Regulations apply to the Assignment.
- 7. Charges/Fees**
- 7.1. Subject to the receipt of the Contractor's invoice in accordance with clause 6 and subject to clause 7.3, the Employment Business shall pay the Contractor for the Services in accordance with the fees specified in the Assignment Schedule, plus VAT where appropriate.
- 7.2. The Contractor shall be wholly responsible for the correct payment of any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of the Representative and shall indemnify the Employment Business and/or the Client from any demands made against them in connection with this clause.
- 7.3. Payments will be made to the Contractor within 28 days of receipt of a valid invoice or as otherwise specified in the Assignment Schedule.
- 7.4. If the Contractor or the Representative is unable or unwilling for any reason to provide the Services in the course of the Assignment then no fee shall be payable by the Employment Business to the Contractor during any period that the Services are not provided.
- 7.5. If the Employment Business has reason to believe that the Client may not pay the Employment Business its invoices (or parts of them) in relation to the Representative, the Contractor agrees, and shall procure the Representative agrees, to provide the Employment Business and/or the Client (as is appropriate) with any reasonable assistance necessary to help obtain such payment.
- 7.6. Where the Conduct Regulations apply to the Assignment and the Contractor and the Representative have not Opted Out, the Employment Business shall pay the Contractor in respect of work done by it whether or not it is paid by the Client in respect of that work.
- 8. Term of the Agreement**
- 8.1. Subject to clause 3.4, this Agreement shall commence on the Start of Assignment date as set out in the Assignment Schedule and shall continue until -
- 8.1.1. the End of Assignment date as set out in the Assignment Schedule, or
 - 8.1.2. terminated in accordance with any of the clauses 8.2, 8.3, 8.4 or 8.5.
- 8.2. Either party may terminate this Agreement without cause by giving in writing the notice period stated within the Assignment Schedule. Where an Assignment Schedule provides that the Contractor cannot give notice to end the Assignment early, the Contractor may ask the Employment Business to end the Assignment early, in which case the Employment Business may, at its sole discretion, use reasonable endeavours to agree early termination of the Assignment with the Client.
- 8.3. Notwithstanding clause 8.2 above, the Employment Business may without liability end this Agreement and instruct the Contractor and the Representative to cease work on the Assignment immediately or on short notice at any time, where -
- 8.3.1. the Contractor and/or the Representative has committed any serious or persistent breach of any of its obligations under this Agreement;
 - 8.3.2. the Client believes the Contractor and/or the Representative is incompetent or has been negligent in the performance of the Services;
 - 8.3.3. the Client reasonably believes that the Contractor and/or the Representative has not observed any condition of confidentiality applicable to the Contractor and to the Representative from time to time;
 - 8.3.4. for any reason the Contractor and/or the Representative proves unsatisfactory to the Client;
 - 8.3.5. the Employment Business receives any information regarding the unsuitability of the Contractor or the Representative to provide the Services in the course of the Assignment;
 - 8.3.6. the Contractor becomes insolvent, goes into administration, is dissolved or is subject to a winding up petition or the Contractor is suffering severe financial distress in the reasonable opinion of the Employment Business;
 - 8.3.7. any member of the Contractor's staff or any Representative is guilty of any fraud, dishonesty or serious misconduct;
 - 8.3.8. performance of the Services in the course of the Assignment is prevented by the incapacity of the Representative and the Contractor is unable to provide a replacement acceptable to the Employment Business and acceptable to the Client, for the duration of such incapacity; or
 - 8.3.9. the Employment Business has reason to believe the Client may not be able to pay any or all of the Employment Business's invoices.
- For the avoidance of doubt, termination pursuant to this clause 8.3 shall take precedence over termination pursuant to clause 8.2 above and over any notice periods set out in the Assignment Schedule.
- 8.4. Notwithstanding clause 8.2 above, the Contractor acknowledges that the continuation of the Assignment is subject to and conditioned by the continuation of the contract entered into 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 then the Assignment shall cease with immediate effect and without liability to the Employment Business.

- 8.5. Notwithstanding clause 8.2 above, where the Employment Business receives notice from the Client to terminate the Assignment or not to proceed with the Assignment, the Employment Business may, with immediate effect and without liability, terminate this Agreement and any Assignment hereunder.
- 8.6. The Contractor agrees that the Employment Business may notify the Contractor and/or the Representative verbally where, in the reasonable opinion of the Employment Business, the situation merits such including (without limitation) where such termination is required to be with immediate effect.
- 8.7. The Contractor acknowledges and agrees that the Employment Business is not obliged to provide any reason to the Contractor or to the Representative in connection with termination under clause 8, whether or not such a reason is provided by the Client to the Employment Business. Furthermore, in the event a reason is provided whether by the Client or by the Employment Business, the Employment Business shall not be liable to, or held responsible by the Contractor or the Representative in relation to the content of such reason.
- 9. Intellectual Property**
- 9.1. The Contractor warrants and shall procure in respect of the Representative that -
- 9.1.1. the Contractor and the Representative hereby assign to the Client all present and future copyright, title and interest of whatever nature (including but not limited to copyright and patent application rights), topography rights, design rights, trademarks, rights in databases, sui generis rights, trade secrets (whether registered or unregistered) and other confidential information, know-how and all other intellectual property rights of a similar nature in any part of the world and all other intellectual property rights in original work and all applications and rights to apply for the protection of any of the foregoing, produced, prepared or provided by the Representative, in whatever media, in relation to or arising from the performance of the Assignment prepared for the Client or produced by any Representative in connection with an Assignment under this Agreement, and that the aforementioned rights shall vest in and remain the property of the Client throughout the world free from any interest of the Contractor, the Representative or any third party or parties;
- 9.1.2. the Contractor will do anything and will procure that the Representative 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 (whether before or after the termination of this Agreement);
- 9.1.3. the Client shall retain ownership of all intellectual property rights of whatever nature and, if registrable, whether registered or not, in the documents or other material and data and other information provided to or provided by the Representative in relation to an Assignment. For the avoidance of doubt, the Client shall not be deemed to have granted the Contractor or the Representative any licence to use the documents or other material and data or other information other than for the purposes of the relevant Assignment;
- 9.1.4. it will procure the prompt disclosure to the Client of any idea, method, invention, discover, design, concept or other work made or created by the Representative in connection with an Assignment under this Agreement; and
- 9.1.5. the Services provided are not in breach of the intellectual property rights of any third party.
- 9.2. The Contractor will indemnify the Client and the Employment Business against all and any actions, claims, costs, expenses, damages, demands and liabilities whatsoever and however incurred resulting or arising out of any claim by any third party that the use or possession of work performed or delivered by the Contractor or the Representative in connection with this Agreement infringes the intellectual property rights of that third party.
- 9.3. The Contractor shall, and shall procure that the Representative shall, hereby irrevocably and unconditionally waive in favour of the Client any and all moral rights conferred on it and/or the Representative by statute for any intellectual property, design or copyright work in which rights are (or should be) vested in the Client pursuant to this clause 9. The Contractor hereby warrants that it has obtained the same undertaking from the Representative.
- 10. Confidentiality and Data Protection**
- 10.1. Without prejudice to every other duty not to disclose any and all information given to the Contractor or to the Representative or gained in confidence in connection with this Agreement (including, without limitation, information provided by or pertaining to the Employment Business), the Contractor shall not and shall procure that the Representative shall not at any time, whether during or after the Assignment, disclose to any person or make use of any of the trade secrets, confidential or sensitive (including commercially sensitive) information of the Client, of the Client's customers and of the Employment Business; save where required by law. For the purposes of this clause, confidential or sensitive information is confidential if it is labelled confidential or labelled sensitive, if the disclosing party expressly states (whether in writing or otherwise) to the Contractor and/or to the Representative that the information is confidential or if the Contractor and/or the Representative ought to have known that the information may be confidential or sensitive.
- 10.2. The Contractor shall, and shall procure that the Representative shall, both during and after the Assignment, keep confidential from any third party and from the Client the rates paid to the Contractor by the Employment Business.

- 10.3. The Contractor agrees that if the Employment Business and/or Client suffers disclosure of their confidential information through breach of clause 10.1, the Employment Business or the Client (as the case may be) shall be entitled, in addition to any and all other remedies, to temporary and injunctive relief.
- 10.4. The Contractor and Representative understand that in providing the Services, personal data relating to the Representative will be processed by the Client and/or by the Employment Business in the course of the administration of the agreement between the Employment Business and the Client. The Contractor shall ensure the Representative understands that in providing the Services, the Client and/or the Employment Business, or anyone processing data on behalf of the Client and/or the Employment Business, may transfer personal data relating to the Representative outside the European Economic Area. The Contractor warrants that the Representative has expressly consented to such processing (including any such transfer) on the understanding that any personal data is processed fairly and lawfully in accordance with the Data Protection Act and shall provide evidence of the same upon request from the Employment Business.
- 10.5. The Contractor acknowledges, and shall ensure the Representative acknowledges, that information provided in relation to clause 5.12 may be disclosed by the Employment Business to a third party specifically for the purposes of complying with statutory legislation.
- 11. Relationship between the Employment business, the Contractor and the Client**
- 11.1. This Agreement, or any Assignment hereunder, is not intended by the Parties to constitute or give rise to a contract of service or an employment contract.
- 11.2. The Employment Business shall not charge the Contractor or the Representative for work-finding services.
- 11.3. Upon the termination or expiry of this Agreement, howsoever arising, the Employment Business shall not be obliged to offer, and the Contractor and the Representative shall not be obliged to accept, any further assignments, contracts, engagements, projects or request for services of any type whatsoever.
- 11.4. The Contractor has no authority to act or contract on behalf of the Employment Business or the Client, nor to hold itself out as capable of doing so, and shall not, and shall procure that the Representative shall not, purport to bind the Employment Business or the Client in any way.
- 11.5. The Contractor acknowledges to the Employment Business that its services are supplied to the Employment Business as an independent contractor and that accordingly the responsibility of complying with all statutory and legal requirements relating to the Representative (including the payment of taxation) shall fall upon and be discharged wholly and exclusively by the Contractor. If any person should seek to establish any liability or obligation upon the Employment Business or upon the Client on the grounds that the Representative is an employee or worker (or should be treated as such for the purpose of employment rights and/or benefits) of the Employment Business or of the Client, the Contractor shall indemnify the Employment Business and/or the Client and keep the Employment Business and/or the Client, as the case may be, indemnified in respect of any such liability or obligation and any related costs, expenses (including, without limitation, legal expenses) or other losses which the Employment Business or the Client shall incur.
- 11.6. Save as required by law, neither the Contractor nor the Representative shall be entitled to receive from the Employment Business or from the Client, sickness pay, holiday pay, long service leave or any other similar entitlement.
- 11.7. The Contractor shall be responsible for and shall arrange payment of all taxes in respect of the fees payable hereunder, and hereby indemnifies the Employment Business and the Client against any liability in respect of taxation, National Insurance, or fines, penalties or interest pertaining thereto which may be imposed upon or accrued by the Employment Business or by the Client as a result of this Agreement.
- 11.8. In the event of the breach of clause 11.4 above, any contract or agreement purportedly entered into by the Contractor or Representative as an agent for either the Employment Business or the Client shall be deemed to have been made as if the Contractor or Representative, as the case may be, acted and contracted as principal.
- 12. Notices**
- 12.1. Save as stated within clause 8.3, any notice required to be given under this Agreement shall be delivered by hand, sent by facsimile, e-mail or prepaid first class post to the recipient at its fax number or address specified in this Agreement.
- 12.2. Notices shall be deemed to have been given and served,
- 12.2.1. if delivered by hand, at the time of delivery if delivered before 5.00pm on a business day or in any other case at 10.00am on the next business day after the day of delivery; or
- 12.2.2. if sent by facsimile or e-mail, at the time of despatch if despatched on a business day before 5.00 p.m. or in any other case at 10.00 a.m. on the next business day after the day of despatch, unless the transmission report indicates a faulty or incomplete transmission or, within the relevant business day, the recipient informs the sender that the facsimile or e-mail message was received in an incomplete or illegible form;
- 12.3. The Contractor agrees that notices may be sent by or provided to the Representative for or on behalf of the Contractor.

13. Liability

- 13.1. The Contractor shall be liable for any and all loss, damage or injury to any party howsoever arising (whether directly or indirectly) and resulting from any breach of this Agreement or any deliberate or negligent act or omission of the Contractor and/or of the Representative or any assignee or sub-contractor to whom the Contractor assigns or sub-contracts the performance of the Services during the Assignment.
- 13.2. Where the Contractor or the Representative is in breach of this Agreement which results in the Client terminating the agreement between the Employment Business and the Client or terminating the Assignment, the Contractor shall, without prejudice to any other remedy of the Employment Business, indemnify the Employment Business for any loss of the Employment Business's fee that would have been charged to the Client relating to the remaining period of the Assignment.
- 13.3. The Employment Business shall not be liable to the Contractor or to the Representative for any indirect or consequential loss, howsoever arising.
- 13.4. The Contractor shall ensure and maintain the provision of adequate Employers Liability insurance (where legally required) Public Liability insurance, Professional Indemnity insurance and any other suitable policies of insurance in respect of the Contractor, the Representative and the provision of the Services and shall make a copy of the policy available to the Employment Business upon request. The Employment Business may in addition specify in the Assignment Schedule the type/s and level/s of insurance cover required.
- 13.5. The Contractor shall be liable for any defects or deficiencies arising in relation to the Services performed by the Representative in the course of the Assignment and shall, where requested, rectify at its own cost and in its own time such defects or deficiencies as may be capable of remedy within the period required by the Client or, where no such specific period is required in the event then within a reasonable period of time from such request.
- 13.6. The Employment Business is not liable to the Contractor or the Representative for any loss, expense, damage or delay howsoever arising (whether directly or indirectly) in connection with this Agreement, save as expressly stated otherwise.

14. Contract Renewal

- 14.1. This Agreement and the duration of the Assignment may be extended by mutual agreement by the Parties signing a further Assignment Schedule.
- 14.2. Notwithstanding clause 14.1 above, if the Representative supplied under this Agreement continue to perform the Services or any other services for the Client at the express request of the Employment Business beyond the End of Assignment date set out within the applicable Assignment Schedule, then this Agreement shall be deemed to be extended for an additional period until such time as such further Assignment Schedule is signed or further agreement is entered into between the Parties ("the Deemed Period").

14.3. The terms and conditions contained herein shall be deemed to apply in respect of any Services or other services provided by the Contractor or Representative during the Deemed Period, except as stated in clause 14.4 below.

14.4. In addition to the rights of the Parties in connection with clause 14.3 above, the Employment Business may terminate the Deemed Period with immediate effect and any notice period detailed in the Assignment Schedule shall not apply.

15. General

- 15.1. Any failure by the Employment Business to enforce at any particular time any one or more of its rights under this Agreement shall not be deemed a waiver of such rights or of the right to enforce this Agreement subsequently.
- 15.2. If any provision, clause or part-clause of this Agreement is held to be invalid, void, illegal or otherwise unenforceable by any judicial body, the remaining provisions of this Agreement shall remain in full force and effect to the extent permitted by law.
- 15.3. Save as provided in this clause 15.3, no provision of this Agreement shall be enforceable by any person who is not a party to it pursuant to the Contract (Rights of Third Parties) Act 1999 ("the Act"). This does not, however, affect any right or remedy of a third party that exists or is available independently of the Act. The Client named on the Assignment Schedule shall have the benefit of the provisions and the indemnities within this Agreement where stated within the clauses in this Agreement. Notwithstanding that any term of this Agreement may be or become enforceable by a person who is not a party to it, the terms of this Agreement may be varied, amended or modified without the consent of any such third party.
- 15.4. For the purposes of this Agreement, the Employment Business is acting as an employment business as defined within the Conduct Regulations; save where a permanent placement results, in which case the Employment Business will be acting as an employment agency as defined within the Conduct Regulations.
- 15.5. If there is a conflict between these terms and the Assignment Schedule, the Assignment Schedule shall take precedence.
- 15.6. The parties agree that it is not necessarily accepted that the Contractor and/or the Representative, works or shall work for and under the control of the Client for the purposes of the Conduct Regulations or that the Conduct Regulations apply to the arrangements relating to the provision of Services.
- 15.7. The parties agree that it is not necessarily accepted that the Contractor and/or the Representative, works or shall work for and under the supervision and direction of the Client for the purposes of the AWR or that the AWR apply to the arrangements relating to the provision of Services.

16. Governing Law and Jurisdiction

- 16.1. This Agreement shall be construed in accordance with the laws of England 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.