



Professional Services LTD

TERMS AND CONDITIONS OF CONTRACT WITH A LIMITED CONTRACTOR

THE PARTIES

(1) .....Limited, registered company no.....of .....("the Contractor")

(2) Care1 Professional Services Limited, registered company no. 08775076 of 457 Valence Avenue, Dagenham, Essex, RM8 3RB ("the Company/Employment Business").

RECITALS

- (a) The Contractor carries on the business of the provision of Contractor Services and has agreed to provide the services. ("the Contractor Services").
(b) The Company/Employment Business has requested the Contractor and the Contractor has agreed with the Company/Employment Business, to provide the Contractor Services to the Client on the terms and subject to the terms of this agreement ("Agreement").

1. INTERPRETATION AND DEFINITIONS

1.1. In this Agreement the following interpretation and definitions apply:

Table with 2 columns: Term and Definition. Terms include Agency Workers Regulations, Assignment, Client, Company/Employment Business, Conduct Regulations, and Confidential Information.

to the Assignment by the Client or the Company 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;

<b>“Contractor Fees”</b>	means the fees payable to the Contractor for the provision of Contractor Services to the Client as agreed;
<b>“Agreed Deductions”</b>	means any deductions that the Contractor agreed can be made from the Contractor Fees;
<b>“Contractor Staff”</b>	means such of the Contractor’s employees, officers or representatives provided to perform the Contractor Services as named in the signature and who have been vetted and are compliant with the client requirements;
<b>“Assignment Form”</b>	means a form containing Assignment details that might be provided to the Contractor upon Assignment acceptance;
<b>“Working Time Regulations”</b>	means the Working Time Regulations 1998.

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

1.3. The headings contained in this Agreement are for convenience only and do not affect their interpretation.

## **2. THE CONTRACT**

2.1. This Agreement together with the Assignment Form constitutes the entire agreement between the Company/Employment Business and the Contractor for the supply of the Contractor Services to the Client and governs all the Assignments undertaken by the Contractor. No contract shall exist between Assignments between the Company/Employment Business and the Contractor. This Agreement shall prevail over any other terms put forward by the Contractor.

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

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

## **3. RELATIONSHIP BETWEEN THE COMPANY AND THE CONTRACTOR**

3.1. The Company/Employment Business is not obliged to offer Assignments to the Contractor and the Contractor is not obliged to accept any Assignment. The Contractor acknowledges that there are periods when suitable work is not available. Both parties acknowledge that there is no intention to create mutuality of obligation during any Assignment or between Assignments.

3.2. The Contractor acknowledges to the Company/Employment Business that its services are supplied as an independent Contractor and that accordingly the responsibility of complying with all statutory and legal requirements relating to the Contractor Staff (including the payment of taxation and compliance with the immigration laws applicable to the jurisdiction in which the Contractor Services are provided) shall fall upon and be discharged wholly and exclusively by the Contractor.

3.3. Nothing in this Agreement shall render any member of the Contractor Staff an employee of either the Company/Employment Business or the Client. The Contractor shall ensure that none of the Contractor Staff holds themselves out as an employee of either the Company/Employment Business or the Client. In the event that any person should seek to establish any liability or obligation upon the Company/Employment Business on the grounds that the Contractor Staff are an employee/employees of the Company/Employment Business or the Client, the Contractor shall upon demand indemnify the Company/Employment Business and keep it indemnified in respect of any such liability or obligation and any related costs expenses or other losses which the Company/Employment Business shall incur.

#### **4. WARRANTIES PROVIDED BY THE CONTRACTOR**

4.1. The Contractor warrants to the Company/Employment Business that:

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

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

4.1.3. the Contractor and the Contractor Staff providing the Contractor Services have agreed to opt out of the Conduct Regulations; and

4.1.4. the Contractor is not a “managed service company” as defined in section 61B of the Income Tax (Earnings and Pensions) Act 2003 but that it is a personal service company which is compliant in all respects with IR35.

4.2. The Contractor shall procure that the Contractor Staff performing the Contractor Services warrant that they are not and do not operate as ‘managed service companies’ as defined in section 61B of the Income Tax (Earnings and Pensions) Act 2003 but that they are personal service companies which are compliant in all respects with IR35.

#### **5. CONTRACTOR’S OBLIGATIONS**

5.1. The Contractor agrees on its own part and on behalf of the Contractor Staff, upon acceptance of an offered Assignment:

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

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

5.1.3. to comply with the Data Protection Act 1998 in respect of any personal data which the Contractor is granted access to for the purpose of or by reason of the performance of the Contractor Services;

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

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

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

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

5.1.8. to notify the Company/Employment Business forthwith in writing if it should become insolvent;

5.1.9. to comply with all the requirements of VAT legislation and the Companies Acts;

5.1.10 to be responsible for providing uniform and any necessary reasonable equipment to all Contractor Staff to ensure performance of Contractor Services;

5.1.11 to co-operate with the Company/Employment Business' staff and accepting their control, supervision and direction;

5.1.12 to co-operate with the Client's and Client staff's reasonable instructions and accepting control, supervision and direction of any responsible person in the Client's establishment;

5.1.13 to provide copies of Employers Liability, Professional Indemnity and Public Liability Insurance as may be requested from time to time by the Company/Employment Business;

5.1.14 to provide the Company/Employment Business with all requested proof of qualification, right to work in the UK, registration with professional boards where applicable, references, recent photographs, access to health records and medical registration to satisfy the Company/Employment Business that Contractor Staff are fit to be supplied to the Client. The Contractor also accepts that Company/Employment Business is or may be required to process this personal information and may need to share such information with its Clients. The Contractor recognise such obligation on the Company/Employment Business and hereby consents to the handling, processing and divulging of such information as may be necessary;

5.1.15 to ensure that Contractor Staff professional registration remains active at all times where applicable and will ensure compliance with professional body's Code of Conduct;

5.1.16 to ensure all Contractor Staff have the required mandatory trainings and those required for the performance of Contractor Services and;

5.1.17 to ensure compliance with the Company/Employment Business' policies and/or procedures as if an agency staff/worker.

5.2. If the Contractor is unable for any reason to deliver the Contractor Services during the course of the Assignment, the Contractor should advise the Company/Employment Business as soon as is reasonably practicable but in any event, no later than 6 hours before the commencement of the Assignment.

5.3 If, either before or during the course of an Assignment the Contractor becomes aware for any reason that Contractor Staff may not be suitable for an Assignment, the Contractor shall advise the Company/Employment Business immediately.

5.4 The Contractor acknowledges that any breach of its obligations set out in this clause may cause the Company/Employment Business to suffer loss and the Company/Employment Business reserves the right to recover such losses from the Contractor by way of set off or deduction from any sums owed by the Company/ Employment Business to the Contractor.

## **6. OBLIGATIONS OF THE COMPANY/EMPLOYMENT BUSINESS**

Throughout the term of this Agreement the Company/Employment Business will:

6.1.1 pay the Contractor the agreed Contractor Fees in respect of the provision of the Contractor Services in accordance with clause 8 below, subject to any right of set off or deduction in clause 5.4;

6.1.2 furnish the Contractor with the information set out in the Assignment Form in order for the Contractor to arrange for the provision of the Contractor Services; and

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

## **7. INVOICING AND TIMESHEETS**

7.1 On every Friday and Wednesday of the week during the Assignment the Contractor shall deliver to the Company/Employment Business the Company/Employment Business' timesheet duly completed to indicate number of hours worked by the Contractor and signed by an authorised representative of the Client. For timesheets submitted on Friday and Wednesday payments will be made on Monday and Friday respectively. Failure to submit a time sheet for hours worked may delay payment for those hours. Failure to co-operate with this timesheet process may constitute a breach of this contract for which damages might be claimed.

7.2 The Company/Employment Business shall pay to the Contractor upon submission of an invoice at the hourly rate as agreed at the time of booking the Assignment. All rates paid to the Contractor shall be deemed to be inclusive of VAT (as appropriate).

7.3 In order to ensure prompt payment, such timesheets should be received by the Company/Employment Business by no later than 5pm on Friday and Wednesday.

## **8. FEES**

8.1 Subject to the timely submission of the timesheet and invoice by the Contractor, in accordance with clause 7, the Company/Employment Business will pay the Contractor the Contractor Fees promptly and such fees will be deemed to be inclusive of VAT (if applicable). All timesheets must be accompanied by an invoice from the Contractor for the Contractor Fees due from the Company/Employment Business for the hours worked. The invoice must show the Contractor's name, the name of the Contractor Staff who provided the Contractor Services, the Contractor's company registration number, address, contact details and bank account details.

8.2 The Contractor shall be responsible for the deduction of any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of the Contractor Staff for any Assignment and shall be liable for any holiday pay, sick pay, maternity pay or any benefits otherwise due to Contractor Staff.

8.3 All payments due from the Company/Employment Business will be made into the Contractor's bank account and not to any third party.

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

## **9. TERM AND TERMINATION**

9.1 An Assignment may be terminated by either the Contractor or the Company/Employment Business by giving the other party in writing 1 week notice for long term Assignments and at least a 1 day for adhoc Assignments.

9.2 Notwithstanding clause 9.1 and 9.3 of this Agreement the Company/Employment Business may without notice and without liability instruct the Contractor to cease work on an Assignment at any time, where:

9.2.1 the Contractor Staff has acted in breach of the rules and regulations applicable to third parties providing services to the Client; or

9.2.2 the Contractor Staff has committed any serious or persistent breach of any of its obligations under this Agreement; or

9.2.3 the Client reasonably believes that the Contractor Staff has not observed any condition of confidentiality from time to time; or

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

9.2.5 either the Client or the Contractor 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 the Client or the Contractor; or

9.2.7 an order is made for the winding up of either the Client or the Contractor, or where either the Client or the Contractor 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 Contractor Staff is suspected of any fraud, dishonesty or serious misconduct; or

9.2.9 the Contractor is unable to perform the Contractor Services for 5 days or more.

9.3 The Contractor acknowledges that the continuation of the Assignment is subject to and conditioned by the continuation of the contract entered into between the Company and the Client. In the event that the contract between the Company/Employment Business and the Client is terminated for any reason the Assignment shall cease with immediate effect.

## **10. INTELLECTUAL PROPERTY RIGHTS**

The Contractor acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from the provision of the Contractor Services, by the Contractor Staff belong to the Client Accordingly, the Contractor shall (and shall procure that any relevant member of the Contractor Staff shall) execute all such documents and do all such acts as the Company/Employment Business shall from time to time require in order to give effect to the Client's rights pursuant to this clause.

## **11. CONFIDENTIALITY**

11.1 In order to protect the confidentiality and trade secrets of the Client and/or the Company/Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Contractor agrees on its own part and on behalf of its Contractor 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 Company/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 Company/Employment Business with the exception of information already in the public domain;

11.1.2 to deliver up to the Client or the Company/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 Contractor Staff during the course of the Assignment;

11.1.3 not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the 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 Company/Employment Business as appropriate.

## **12. RESTRICTION**

The Contractor shall not for a period of 6 months following Assignment termination supply Contractor Services directly to the Client for which the Contractor has carried out Assignments at any time during the previous 6 months, or through any firm, Company/Employment Business or other person.

## **13. LIABILITY**

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 or Contractor Staff during the Assignment.

## **14. INDEMNITY**

The Contractor shall indemnify and keep indemnified the Company/Employment Business against any and all losses, costs, damages or expenses suffered or incurred by the Company/Employment Business by reason of any proceedings, claims or demands by any third party (including specifically, but without limitation, Her Majesty's Revenue and Customs and any successor, equivalent or related body pursuant to any of the provisions of Chapter 9 and/or section 688A of the Income Tax (Earnings and Pensions) Act 2003 and/or any supporting or consequential secondary legislation relating thereto).

## **15. 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.

## **16. NOTICES**

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

## **17. GOVERNING LAW AND JURISDICTION**

This Agreement shall be construed in accordance with the laws of England & Wales, Scotland and Northern Ireland as applicable and are subject to the jurisdiction of the Courts of England & Wales, Scotland and Northern Ireland as applicable.

**Signed on behalf of the  
Company/Employment Business**

\_\_\_\_\_

**Authorised person**

\_\_\_\_\_

**Date**

\_\_\_\_\_

I am authorised to sign these Terms for and on behalf of the Contractor and these terms of contract are accepted and acknowledged. I confirm the following to be the sole Contractor Staff and the only person who shall be provided to work by or for the Contractor.

Name of Individual registered with the Company/Employment Business:.....

.....

**Signed on behalf of the Contractor**

\_\_\_\_\_

**Authorised person**

\_\_\_\_\_

**Date**

\_\_\_\_\_