

CIS Contract

Agreement with a CIS contractor who has opted out of the Conduct Regulations (outside IR35 and not under SDC)

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The Parties

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THE PARTIES

(1) means the individual supplied by the Employment Business to provide services to the Hirer (and save where otherwise indicated, includes any third party to whom the provision of consultancy services is assigned or sub-contracted with the prior approval of the Client) ("the Contractor").

(2) Gaia Newton Associates Limited (registered company no. 09495093 of Lygon House, 50 London Road, Bromley, Kent, BR1 3RA ("the Employment Business").

RECITALS

(A) The Contractor carries on the business of the provision of contractor services and has agreed to provide the services specified in the attached schedule ("the Schedule") ("the Contractor Services").

(B) The Employment Business has requested the Contractor and the Contractor has agreed with the Employment Business, to provide the Contractor 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 Contractor Services to be performed by the Contractor for the Client for a period of time during which the Contractor is supplied by the Employment Business to provide the Contractor 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 services of the Contractor and identified in the attached Schedule;

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

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

"Confidential Information" shall mean any and all confidential, commercial, financial, marketing, technical or other information or data of whatever nature relating to the Client or the 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 Contractor 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;

"Contractor Fees" means the fees payable to the Contractor for the provision of the Contractor Services as set out in the Schedule. For the avoidance of doubt, the Contractor Fees include the agreed fees for the Contractor Services, any expenses or disbursements authorised by the Client and VAT charged at the applicable rate;

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

"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;

"IR35 Legislation" means Chapter 8 of Part 2 of ITEPA and the Social Security Contributions (Intermediaries) Regulations 2000

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

"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 section Chapter 9 of Part 2 of ITEPA;

"NICs Legislation" means the Social Security (Categorisation of Earners) Regulations 1978;

"Public Authority" means (a) as defined in the Freedom of Information Act 2000 and (b) as further defined in Section 61L ITEPA;

“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 in compliance with the Reporting Requirements; and

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

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

2. THE AGREEMENT

2.1. This Agreement together with the Schedule (“the Agreement”) constitutes the entire agreement between the Employment Business and the Contractor for the supply of the Contractor Services to the Client and governs the Assignment undertaken by the Contractor with the Client. This Agreement shall prevail over any other terms put forward by the Consultancy.

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 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 the details of such variation are agreed between the Employment Business and the Contractor and set out in writing and a copy of the varied Agreement is given to the Contractor stating the date on or after which such varied Agreement shall apply.

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

3. RELATIONSHIP BETWEEN THE EMPLOYMENT BUSINESS AND THE CONTRACTOR AND BETWEEN THE CLIENT AND THE CONTRACTOR

3.1. The Employment Business is not obliged to offer Assignments to the Contractor and the Contractor 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 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 Contractor Staff (including but not limited to matters 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 or worker of either the Employment Business or the Client. The Contractor shall ensure that none of the Contractor Staff holds themselves out as an employee or worker of either the Employment Business or the Client. In the event that any person should seek to establish any liability or obligation upon the Employment Business on the grounds that the Contractor Staff are an employee or worker of the Employment Business or the Client, the Contractor 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 shall incur.

3.4. The Contractor acknowledges that no member of the Contractor Staff is an agency worker as defined under the AWR and that the AWR do not apply in relation to this Agreement or any Assignment under this Agreement. The Contractor 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 Contractor Staff under the AWR.

3.5. The Contractor shall provide the Contractor Services and subject to the prior written approval of the Client (which will not be unreasonably withheld or delayed) shall be entitled to assign or sub-contract the performance of the Contractor Services, provided that the Employment Business and the Client are reasonably satisfied that the assignee or sub-contractor has the required skills, qualifications, resources and personnel to provide the Contractor Services to the required standard and that the terms of any such assignment or sub-contract contain the same acknowledgements under and obligations imposed by this Agreement.

3.6. Save as otherwise stated in this Agreement, the Contractor shall be entitled to supply its services to any third party during the term of this Agreement provided that this in no way compromises 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 Contractor nor the Contractor 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 Contractor Services. Accordingly, the Contractor shall be permitted to determine how it will provide the Contractor 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 Contractor Services. The Contractor will be at liberty to determine the location at which the Contractor Services will be provided, but where the Contractor Services are undertaken at the Client’s site, the Contractor 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 CONTRACTOR

4.1. The Contractor warrants to the Employment Business that:

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

4.1.2. the 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 acknowledge that by accepting the terms of this contract that none of the Conduct Regulations apply to this Assignment. Further the Contractor warrants that it will only supply staff to perform the Contractor Services who have opted out of the Conduct Regulations and further that any person to whom the performance of the Contractor Services are assigned or sub-contracted has opted out of the Conduct Regulations;

4.1.4. the Contractor is either a sole trader or a personal service company but that it 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 both the IR35 Legislation and the MSC Legislation) and the NICs Legislation;

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

4.1.6. the Contractor will pay the Contractor Staff only into a nominated UK bank account in the Contractor’s name;

4.1.7. all information the Contractor provides to the Employment Business in order to comply with the Reporting Requirements and clauses 5.1.12 and 5.1.15 is complete and accurate;

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

4.2. The Contractor shall procure that the Contractor Staff, any sub-contractor or assignee performing the Contractor 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 IR35 Legislation and the MSC Legislation) and the NICs legislation.

4.3. Further to clause 3.7, the Contractor warrants that the Contractor 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 Contractor Services. The Contractor further warrants that it shall advise the Employment Business in writing immediately that the Contractor Staff work under (or are subject to the right of) supervision, direction or control of any person.

5. THE CONTRACTOR'S OBLIGATIONS

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

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 the actions of the Contractor Staff whilst on the Assignment;

5.1.3. to comply with the Data Protection Laws 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 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' 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, save with the prior written consent of the Employment Business, directly or indirectly, either alone or with or on behalf of any person, firm, company or entity and whether on his/her own account or as principal, partner, shareholder, director, employee, consultant or in any other capacity whatsoever: for six months following the Termination Date/ End of Assignment and in competition with the Company or any Group Company canvass or solicit business or custom from the Client;

5.1.7. 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;

5.1.8. not to sub-contract or assign to any third party any of the Contractor Services which it is required to perform under the Assignment except in accordance with clause 3.5;

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

5.1.10. 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;

5.1.11. to confirm in writing whether or not the Contractor Staff have a material interest (as defined in section 51 ITEPA) in the Contractor. A "material interest" includes holding more than 5% of the shares of the Contractor;

5.1.12. 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;

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

5.1.15. 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;

5.1.16. to update the Employment Business promptly where any of the information required under clause 5.1.12 to 5.1.14 change; and

5.1.17. to provide at its own cost, subject to any agreement to the contrary specified in the Schedule all such necessary equipment as is reasonable for the adequate performance by the Contractor Staff of the Contractor Services.

5.2. If the Contractor is unable for any reason to provide the Contractor Services during the course of the Assignment, the Contractor should inform the Employment Business as soon as is reasonably practicable but, in any event, by providing 7 days' written notice, informing the Employment Business that it is unable to provide the Contractor Services so as to enable the Employment Business to discharge its obligations to the Client.

5.3. If, either before or during the course of an Assignment, the Contractor becomes aware of any reason why it or the Contractor Staff may not be suitable for an Assignment, the Contractor shall notify the Employment Business without delay.

5.4. The Contractor 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 Contractor by way of set off or deduction from any sums owed by the Employment Business to the Contractor.

6. THE EMPLOYMENT BUSINESS'S OBLIGATIONS

6.1. Throughout the term of this Agreement the 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. provide the Contractor with the information set out in the Schedule 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. TIMESHEETS

7.1. Upon completion of the Assignment, or as may be agreed and specified in the Schedule, at the end of each week of the Assignment the Contractor shall deliver to the Employment Business its signed timesheet for the Contractor Fees due from the Employment Business to the Contractor showing the time spent by the Contractor in providing the Contractor Services.

7.2. The Contractor shall obtain the signature of an authorised representative of the Client as verification of execution of the provision of the Contractor Service for each of its timesheets.

7.3. The Contractor's timesheet must be received by the Employment Business by no later than 12:00 on Tuesday following the week to which it relates. The Contractor's timesheet should bear the Contractor's name and the number of hours worked each day.

7.4. The Employment Business shall not be obliged to pay any fees to the Contractor unless a timesheet has been properly submitted by the Contractor in accordance with this clause 7 and until the Client has verified the execution of the Assignment.

8. CONTRACTOR FEES

8.1. The Employment Business will pay the Contractor the Contractor Fees each Friday, 1 week in arrears, to:

8.1.1. the satisfactory performance of the Services;

8.1.2. the Contractor's compliance with this Agreement;

8.1.3. the Employment Business's receipt of the Contractor's timesheet in accordance with clause 7 above.

8.1.4. 'No Show' Policy: As in Clause 5.2 above The Contractor is required to give 7 days' notice for resignation or holiday; should the Contractor fail to comply this will result in the Contractor Fees being paid within 60 days of the scheduled Friday, and not a week in hand as outlined in Clause 8.1 above.

8.2. The Contractor shall be responsible for any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of the Contractor Staff for the Assignment.

8.3. The Employment Business will pay the Contractor Fees to the Contractor and not to any third party or member of the Contractor Staff, any sub-contractor or assignee. The Employment Business will pay the Contractor Fees into a UK business bank account only.

8.4. The 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.

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

8.6. Where a contractor engages with the agency directly they agree to an administration fee limited to a maximum charge of £20 per payment. This amount is subject to the hours and days worked.

9. TERM AND TERMINATION

9.1. This Agreement shall commence on the date set out in the Schedule and shall continue until completion of the Contractor Services to the reasonable satisfaction of the Client at which time this Agreement shall expire automatically unless previously terminated by either the Employment Business or the Contractor giving the other party the period of notice specified in the attached Schedule.

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

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

9.2.2. the Contractor 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 has not observed any condition of confidentiality from time to time; or

9.2.4. the Client is dissatisfied with the Contractor'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. the Employment Business suspects or has notice that the Contractor has not complied with any of the requirements of ITEPA, the NICs Legislation or VAT requirements; or

9.2.9. any member of the Contractor Staff is suspected of any fraud, dishonesty or serious misconduct; or

9.2.10. the Contractor is unable to perform the Contractor Services for 1 or more days; or

9.2.11. the Employment Business knows or suspects that the Contractor or the Contractor 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 Contractor Services in breach of this Agreement; or

9.2.12. either of the Client or the Contractor fails to provide accurate and sufficient evidence that neither the Contractor nor the Contractor 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 Contractor Services; or

9.2.13. the Contractor fails to comply with clause 14.3; or

9.2.14. the Employment Business knows or suspects that the Client is a Public Authority; or

9.2.15. the Employment Business knows or suspects that either the Contractor or the Contractor Staff have breached the Data Protection Laws.

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 Employment Business and the Client. In the event that 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 Contractor.

9.4. Failure by the Contractor to give full and proper notice of termination as required in the Schedule attached shall constitute a breach of contract and shall entitle the Employment Business to claim damages from the Contractor for any resulting Losses suffered by the Employment Business.

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, the Contractor Staff and/or any third party to whom the Contract is assigned or sub-contracted, for the Client during the Assignment shall belong to the Client, save such rights as may be expressly owned or retained by the Contractor and set out in the Schedule. 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 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 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 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 up 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 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 Employment Business as appropriate.

12. COMPUTER EQUIPMENT WARRANTY

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

13. RESTRICTION

The Contractor shall not and shall procure that the Contractor Staff shall not during the Assignment or for a period of 12 months following the termination of the Assignment supply the services of the Contractor 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 12 months [save in the case of supply through an Employment Business or recruitment consultancy with whom the Contractor 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 Contractor on an ad hoc basis to ensure compliance with this Agreement and all statutory requirements in relation to all Contractor Staff supplied to provide the Contractor Services including but not limited to ITEPA and the NICs legislation. The Employment Business will give the Contractor 5 days' notice of such audit.

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

14.2.1. maintain such records as are necessary to comply with this Agreement and all statutory requirements in relation to all Contractor Staff supplied to provide the Contractor 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 Contractor Staff supplied to provide the Contractor Services.

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

15. LIABILITY

15.1. The Contractor 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 Contractor or Contractor Staff during an Assignment, or for the acts or omissions of any assignee or sub-contractor to whom the Contractor assigns or sub-contracts the performance of the Contractor 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 in respect of the Contractor and the Contractor Staff. The Contractor shall maintain such insurances for the duration of the Assignment and following termination of the Assignment for the period specified. The Contractor shall make a copy of the policy available to the Employment Business upon request;

15.1.3. be liable for any defects arising in relation to the Contractor Services and shall rectify 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; and

15.1.4. for any breaches of the Data Protection Laws by the Contractor or the Contractor Staff.

16. INDEMNITY

16.1. Save to the extent any such Losses result solely from any act or omission of the Employment Business or the Client, the Contractor 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;

16.1.1 (including specifically, but without limitation, HM Revenue and Customs and any successor, equivalent or related body pursuant to the IR35 Legislation and/or any of the provisions of ITEPA or the NICs Legislation (and/or any supporting or consequential secondary legislation relating thereto)); or

16.1.2 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 Contractor or the Contractor 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, 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.

19. DISCLAIMER

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

20. THIRD PARTY RIGHTS

20.1. Save as set out in clause 20.2, none of the provisions of this Agreement is intended to be for the benefit of or enforceable by third parties (other than permitted assignees who shall be entitled to enforce the provisions of this Agreement as if original parties to it) and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.

20.2. The Client shall be entitled to rely on and enforce the provisions of clause 3.4 and the indemnities given by the Consultancy 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.

Acceptance of any role through the Employment Business (Gaia Newton Associates Limited) is classed as the acceptance of the terms laid out in this contract and attached Schedules.