



Contract for the Provision of Services





This Agreement is made on (the “Commencement Date”)
And Is Made BETWEEN:

Recruitment Agency Details:

Company Name:

Company Address:

Company Reg No.:

Supplier (Umbrella Company) Details:

Company Name:

Company Address:

Company Reg No.:

Each one a Party and together referred to as the Parties.

RECITALS:

- A. The Umbrella Company shall provide the services of agency workers and has agreed to provide those services (the “Umbrella Company Services”) specified in the relevant Assignment Schedule.
- B. The Recruitment Agency has requested the Umbrella Company and the Umbrella Company has agreed, to supply the Umbrella Company Services to the Hirer on the terms and subject to the conditions of this Agreement.

It Is Agreed AS FOLLOWS:

I. Interpretation & 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:
 - 1.3.1. “Agreement” means the terms and conditions set out herein together with any Assignment Schedule to these terms; “Assignment” means the period during which the Supplier provides the Services as set out in an Assignment Schedule;
 - 1.3.2. “Assignment” means the temporary role carried out by the Temporary Resource for the Hirer;
 - 1.3.3. “Assignment Schedule” means the schedule agreed between the Recruitment Agency and the Supplier for each Assignment containing the particulars of the Assignment and Services;
 - 1.3.4. “AWR” means the Agency Workers Regulations 2010 and/or, where applicable, the Agency Workers (Northern Ireland) Regulations 2011, both as amended and in force;
 - 1.3.5. “Conduct Regulations” means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended from time to time and in force) and references to a particular Regulation are references contained therein;
 - 1.3.6. “Hirer” means the person, firm or corporate body together with any subsidiary or associated person, firm, corporate body or company as defined by Section 1159 of the Companies Act 2006 requiring the Umbrella Company Services, and includes any third party for whom the Umbrella Company provides services pursuant to this Agreement;
 - 1.3.7. “Hirer’s Group” means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Hirer, including (but not limited to) as a holding company as defined in Section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Hirer, including (but not limited to) as a subsidiary or holding company as defined in Section 1159 of the Companies Act 2006;
 - 1.3.8. “Opted-Out” means opted-out of the Conduct Regulations in accordance with Regulation 32(9);
 - 1.3.9. “Representative” means the employees, officers or representatives of the Supplier, specified in the Assignment Schedule (including any substitute made in accordance with Clause 3.7 below), who renders the Services on behalf of the Supplier;
 - 1.3.10. “Restricted Period” means the six months following the end (howsoever arising) of the Assignment; and
 - 1.3.11. “Services” means the services to be provided by the Supplier for the benefit of the Hirer pursuant to this Agreement.
 - 1.3.12. “Umbrella Fee” means the fee payable by the Company to the Umbrella in respect of the Assignment.

2. Basis of Agreement

- 2.1. This Agreement constitutes the entire agreement between the Parties in relation to its subject matter to the exclusion of any additional or alternative terms proposed by either Party.
- 2.2. This Agreement supersedes all previous agreements between the Parties in relation to the subject matter hereof and governs all Assignments undertaken by the Supplier. The Supplier warrants that, in agreeing to enter into this Agreement, it has not relied on any statement or representations made by the Recruitment Agency or by the Hirer.

- 2.3. On commencement of the Assignment, the Recruitment Agency shall issue an Assignment Schedule to the Supplier and the Supplier must notify the Recruitment Agency without delay if it considers any information in the Assignment Schedule to be incorrect. If there is a conflict or inconsistency between this Agreement and the Assignment Schedule, the Assignment Schedule shall take priority.
- 2.4. No variation or alteration to this Agreement shall be valid unless the details of such variation are agreed between the Recruitment Agency and the Supplier and set out in writing and signed by both Parties.
- 2.5. The Supplier shall be deemed to accept the terms of this Agreement if it performs any Services for the Hirer or submits a timesheet to the Recruitment Agency in relation to performing Services for the Hirer.
- 2.6. Without prejudice to any rights accrued prior to termination, the obligations within Clauses 1, 3.6, 9, 10, 13, 14, and 15 shall remain in force beyond the cessation or other termination (howsoever arising) of this Agreement.

3. Services

- 3.1. The Recruitment Agency will try to find suitable Assignments for the Umbrella Company performing the agreed Type of Work. The Umbrella Company shall not be obliged to accept an Assignment offered by the Recruitment Agency.
- 3.2. The Umbrella Company acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that:
 - 3.2.1. only the Recruitment Agency will determine the suitability of the work to be offered;
 - 3.2.2. the Recruitment Agency shall not be liable to either the Umbrella Company or an Agency Worker if it does not offer assignments to either of them.
- 3.3. The Recruitment Agency shall provide the Services to the Hirer as detailed within an Assignment Schedule, on the terms and conditions of this Agreement. The Supplier shall procure that the Services shall be undertaken by the Representative.
- 3.4. The Recruitment Agency and the Supplier shall agree an Assignment Schedule (or confirm their agreement in an Assignment Schedule) specifying the Hirer, the fee payable by the Recruitment Agency, the Representative, the Services, such expenses as may be agreed, any notice period and any other relevant information.
- 3.5. Save as otherwise stated in this Agreement, the Supplier 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.
- 3.6. The Supplier 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 Hirer or with any third party introduced to the Supplier or the Representative by the Hirer, to provide any services of the same or a similar nature to the Services during the Assignment or during the Restricted Period without the Recruitment Agency's prior written consent, such consent may be withheld at the Recruitment Agency's absolute discretion or granted subject to any conditions the Recruitment Agency may wish to impose.
- 3.7. The Supplier may substitute the named Representative in the Assignment Schedule provided that:
 - 3.7.1. the Services remain as detailed in the Assignment Schedule;
 - 3.7.2. the Recruitment Agency and/or the Hirer is reasonably satisfied that the proposed substitute possesses all qualifications, experience, skills, resources and authorisations needed by the Hirer or required by law to fulfil the Services;
 - 3.7.3. the proposed substitute passes all relevant security checks;
 - 3.7.4. no delay or reduction in quality shall occur due to the lack of technical or Hirer specific knowledge held by the substitute; and
 - 3.7.5. if requested by the Recruitment Agency, the Supplier provides the replacement Representative free of charge for up to ten (10) working days to effect a handover of the Services.
- 3.8. Clause 3.6 shall not apply where the Supplier and the Representative have not Opted-Out.

4. Umbrella Company Warranties

- 4.1. Each Party represents and warrants to the other Party that It is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering;
- 4.2. The Supplier warrants to the Recruitment Agency that by entering into and performing its obligations under this Agreement, both the Supplier and the Representative(s) (by performing the Services on behalf of the Supplier) will not thereby be in breach of any obligation that they owe to any third party.
- 4.3. The Supplier warrants that will perform the Services using the Representative (s) of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement;
- 4.4. The Supplier 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 Hirer for the convenience of the Hirer and for the proper performance of the Services. Where minimum hours are specified in the Assignment Schedule, the Supplier warrants that it shall ensure that the Representative shall work for such minimum hours.
- 4.5. The Supplier warrants that the Representative shall comply with all applicable rules and procedures of the Hirer and shall act in a professional manner at all times when at the premises at which Services are to be performed.
- 4.6. The Supplier 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.
- 4.7. The Supplier 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.
- 4.8. The Supplier warrants that it is not a Managed Service Company as defined in the Income Tax (Earnings and Pensions) Act 2003 (as amended).
- 4.9. The Supplier warrants that, where applicable, there is a contract of employment between the Supplier and the Representative.
- 4.10. The Supplier 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 Supplier shall indemnify the Recruitment Agency and/or the Hirer from any demands made against them in connection with this Clause.
- 4.11. The Supplier warrants that where the Representative is employed, whether by the Supplier or by a third party, the employer is a company registered within the United Kingdom. The Supplier shall, on request, provide proof of compliance with this Clause as maybe required by the Recruitment Agency from time to time.

4.12. The Supplier 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 Supplier shall indemnify the Recruitment Agency and/or the Hirer from any demands made against them in connection with this Clause.

5. Umbrella Company Obligations

- 5.1. The Supplier shall and shall procure the Representative shall
 - 5.1.1. not engage in any conduct detrimental to the interests of the Recruitment Agency or the Hirer which includes any conduct that may bring the Recruitment Agency or the Hirer into disrepute and which may result in the loss of custom or business;
 - 5.1.2. comply with, and ensure that all Representatives comply with, all Recruitment Agency's and Hirer's rules, regulations and policies under this Agreement that are communicated to Supplier in writing, including security procedures concerning systems and data and remote access thereto, including the restriction of access by Recruitment Agency and/or Hirer to certain areas of its premises or systems for security reasons;
 - 5.1.3. furnish the Hirer and/or the Recruitment Agency with any progress reports as may be requested from time to time;
 - 5.1.4. notify the Recruitment Agency 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 of the whole or any part of any document or other material belonging to the Hirer 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 Hirer or the Recruitment Agency as appropriate.
- 5.2. The Supplier shall procure that the Representative shall obtain the signature/electronic approval of an authorised representative of the Hirer on a timesheet in a format provided by the Recruitment Agency and submit time sheets to the Recruitment Agency, in accordance with the Recruitment Agency's procedures, within 1 month of the period to which they relate or as otherwise directed in writing by the Recruitment Agency.
- 5.3. The Supplier warrants and represents that the hours the Representative records on the timesheet are true and accurate.
- 5.4. The Supplier acknowledges that time is of the essence with respect to Supplier's obligations hereunder and that prompt and timely performance of all such obligations, including all timetables, Project Milestones and other requirements in this Agreement is strictly required.
- 5.5. If the Supplier/Representative is unable or unwilling for any reason to undertake the Services during the course of an Assignment the Supplier/Representative should inform the Recruitment Agency by no later than 9.00 a.m. on the first day of incapacity.
- 5.6. The Supplier acknowledges that failure to deliver and obtain Hirer signature/ electronic approval of timesheets may delay payment.
- 5.7. The Supplier shall, and shall procure that the Representative shall, ensure that at the end of the Assignment or on demand return to the Recruitment Agency or to the Hirer (as directed) all property of the Hirer 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 Recruitment Agency or the Hirer. The Supplier shall ensure that none of its Representatives holds themselves out as an employee or a worker or an agent of either the Recruitment Agency or the Hirer.
- 5.9. The Supplier shall bear the cost of any training that its Representative may require in order to perform the Services.
- 5.10. The Supplier shall procure that the Representative shall arrange any appointments, including without limitation those relating to medical conditions, outside of the hours required by the Hirer to deliver the Services.
- 5.11. The Supplier agrees to promptly, upon request, provide evidence relating to the construction of the Supplier's company and details of the Representative's status/engagement in order to assist the Recruitment Agency to comply with its contractual and legal obligations.
- 5.12. The Supplier agrees, and shall procure that the Representative agrees, to promptly provide to the Recruitment Agency any information requested by the Recruitment Agency that may be required to satisfying statutory legislation and reporting requirements relating thereto.

6. Invoicing

- 6.1. The Supplier shall invoice the Recruitment Agency the amount due from the Recruitment Agency to the Supplier in respect of the Services at the rate set out in the Assignment Schedule. Invoices must be received by the Recruitment Agency no later than three months following the period to which it relates. The Supplier's invoice shall bear Supplier'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 Recruitment Agency.
- 6.2. The Recruitment Agency shall not be obliged to pay any fees to the Supplier (a) unless an invoice has been properly submitted by the Supplier in accordance with Clause 6.1 above and (b) unless and until the Hirer 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, Suppliers will not be entitled to claim any expenses from the Recruitment Agency or the Hirer. Where applicable, the Supplier shall invoice the Recruitment Agency for business expenses agreed in writing either by the Recruitment Agency or by the Hirer. The Supplier shall, on request, provide receipts in relation to invoiced expenses and the Recruitment Agency may withhold payment of expenses subject to receiving such receipts. VAT on expenses must be shown separately.
- 6.4. Without prejudice to the Recruitment Agency's rights under this Agreement, whenever a sum of money is recoverable from or payable by the Supplier:
 - 6.4.1. in relation to an overpayment; or
 - 6.4.2. any sum that the Supplier is liable to pay to the Recruitment Agency in respect of any breach of this Agreement; or
 - 6.4.3. from any indemnity given in this Agreement, the Recruitment Agency may deduct that sum from any sum then due or which at any later time becomes due to the Supplier under this Agreement.
- 6.5. Clause 6.2 (b) shall not apply if the Supplier 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 Supplier's invoice in accordance with Clause 6 and subject to Clause 7.3, the Recruitment Agency shall pay the Supplier for the Services in accordance with the fees specified in the Assignment Schedule, plus VAT where appropriate.
- 7.2. The Supplier 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 Recruitment Agency and/or the Hirer from any demands made against them in connection with this Clause.
- 7.3. Payments will be made to the Supplier within 14 days of receipt of a valid invoice or as otherwise specified in the Assignment Schedule.
- 7.4. If the Supplier 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 Recruitment Agency to the Supplier during any period that the Services are not provided.
- 7.5. If the Recruitment Agency has reason to believe that the Hirer may not pay the Recruitment Agency its invoices (or parts of them) in relation to the Representative, the Supplier agrees, and shall procure the Representative agrees, to provide the Recruitment Agency and/or the Hirer (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 Supplier and the Representative have not Opted Out, the Recruitment Agency shall pay the Supplier in respect of work done by it whether or not it is paid by the Hirer in respect of that work.

8. Term & Termination of the Agreement

- 8.1. This Agreement shall commence as of the Start of Assignment date as set out in the Assignment Schedule and shall continue thereafter until the End of Assignment date as set out in the Assignment Schedule, or terminated in accordance with this Clause.
- 8.2. Either Party may terminate this Agreement without cause by giving in writing the notice period stated within the Assignment Schedule.
- 8.3. Where an Assignment Schedule provides that the Supplier cannot give notice to end the Assignment early, the Supplier may ask the Recruitment Agency to end the Assignment early, in which case the Recruitment Agency may, at its sole discretion, use reasonable endeavours to agree early termination of the Assignment with the Hirer.
- 8.4. Notwithstanding Clause 8.3 above, the Recruitment Agency may without liability end this Agreement and instruct the Supplier and the Representative to cease work on the Assignment immediately or on short notice at any time, where:
 - 8.4.1. the Supplier and/or the Representative materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach;
 - 8.4.2. the Hirer believes the Supplier and/or the Representative is incompetent or has been negligent in the performance of the Services;
 - 8.4.3. the Hirer reasonably believes that the Supplier and/or the Representative has not observed any condition of confidentiality applicable to the Supplier and to the Representative from time to time;
 - 8.4.4. for any reason the Supplier and/or the Representative proves unsatisfactory to the Hirer;
 - 8.4.5. the Recruitment Agency receives any information regarding the unsuitability of the Supplier or the Representative to provide the Services in the course of the Assignment;
 - 8.4.6. the Supplier becomes insolvent, or admits its inability to pay its debts generally as they become due; or becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, or the Supplier is suffering severe financial distress in the reasonable opinion of the Recruitment Agency;
 - 8.4.7. any member of the Supplier's staff or any Representative is guilty of any fraud, dishonesty or serious misconduct;
 - 8.4.8. performance of the Services in the course of the Assignment is prevented by the incapacity of the Representative and the Supplier is unable to provide a replacement acceptable to the Recruitment Agency and acceptable to the Hirer, for the duration of such incapacity; or
 - 8.4.9. the Recruitment Agency has reason to believe the Hirer may not be able to pay any or all of the Recruitment Agency's invoices. For the avoidance of doubt, termination pursuant to this Clause 8.4 shall take precedence over termination pursuant to Clause 8.3 above and over any notice periods set out in the Assignment Schedule.
- 8.5. Notwithstanding Clause 8.3 above, the Supplier acknowledges that the continuation of the Assignment is subject to and conditioned by the continuation of the contract entered into between the Recruitment Agency and the Hirer. In the event that the contract between the Recruitment Agency and the Hirer is terminated for any reason then the Assignment shall cease with immediate effect and without liability to the Recruitment Agency.
- 8.6. Notwithstanding Clause 8.3 above, where the Recruitment Agency receives notice from the Hirer to terminate the Assignment or not to proceed with the Assignment, the Recruitment Agency may, with immediate effect and without liability, terminate this Agreement and any Assignment hereunder.
- 8.7. The Supplier agrees that the Recruitment Agency may notify the Supplier and/or the Representative verbally where, in the reasonable opinion of the Recruitment Agency, the situation merits such including (without limitation) where such termination is required to be with immediate effect.
- 8.8. The Supplier acknowledges and agrees that the Recruitment Agency is not obliged to provide any reason to the Supplier or to the Representative in connection with termination under Clause 8, whether or not such a reason is provided by the Hirer to the Recruitment Agency. Furthermore, in the event a reason is provided whether by the Hirer or by the Recruitment Agency, the latter shall not be liable to, or held responsible by the Supplier or the Representative in relation to the content of such reason.
- 8.9. Upon expiration or termination of this Agreement for any reason all issued invoices shall become due and payable immediately.

9. Intellectual Property

- 9.1. The Supplier warrants and shall procure in respect of the Representative that
 - 9.1.1. the Supplier and the Representative hereby assign to the Hirer 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, knowhow 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 Hirer 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 Hirer throughout the world free from any interest of the Supplier, the Representative or any third party or Parties;

9.1.2. the Supplier will do anything and will procure that the Representative will do anything that the Hirer may reasonably require in order effectively to vest such rights in the Hirer or such third party as the Hirer specifies or to evidence the same (whether before or after the termination of this Agreement);

9.1.3. the Hirer 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 Hirer shall not be deemed to have granted the Supplier 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 Hirer 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 Supplier will indemnify the Hirer and the Recruitment Agency 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 Supplier or the Representative in connection with this Agreement infringes the intellectual property rights of that third party.

9.3. The Supplier shall, and shall procure that the Representative shall, hereby irrevocably and unconditionally waive in favour of the Hirer 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 Hirer pursuant to this Clause. The Supplier hereby warrants that it has obtained the same undertaking from the Representative.

10. Confidentiality & Data Protection Obligations

10.1. Without prejudice to every other duty not to disclose any and all information given to the Supplier or to the Representative or gained in confidence in connection with this Agreement (including, without limitation, information provided by or pertaining to the Recruitment Agency), the Supplier 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 Hirer, of the Hirer's customers and of the Recruitment Agency; 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 Supplier and/or to the Representative that the information is confidential or if the Supplier and/or the Representative ought to have known that the information may be confidential or sensitive.

10.2. The Supplier shall, and shall procure that the Representative shall, both during and after the Assignment, keep confidential from any third party and from the Hirer the rates paid to the Supplier by the Recruitment Agency.

10.3. The Supplier agrees that if the Recruitment Agency and/or Hirer suffers disclosure of their confidential information through breach of Clause 10.1, the Recruitment Agency or the Hirer (as the case may be) shall be entitled, in addition to any and all other remedies, to temporary and injunctive relief.

10.4. The Supplier and Representative understand that in providing the Services, personal data relating to the Representative will be processed by the Hirer and/or by the Recruitment Agency in the course of the administration of the agreement between the Recruitment Agency and the Hirer. The Supplier shall ensure the Representative understands that in providing the Services, the Hirer and/or the Recruitment Agency, or anyone processing data on behalf of the Hirer and/or the Recruitment Agency, may transfer personal data relating to the Representative outside the European Economic Area. The Supplier 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 all applicable United Kingdom legislation related to data protection, including the General Data Protection Regulation (GDPR) and shall provide evidence of the same upon request from the Recruitment Agency.

10.5. The Supplier acknowledges, and shall ensure the Representative acknowledges, that information provided in relation to Clause 5.12 may be disclosed by the Recruitment Agency to a third party specifically for the purposes of complying with statutory legislation.

11. Relationship between the Recruitment Agency, the Supplier & the Hirer

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 Recruitment Agency shall not charge the Supplier or the Representative for work-finding services.

11.3. Upon termination or expiry of this Agreement, howsoever arising, the Recruitment Agency shall not be obliged to offer, and the Supplier 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 Supplier has no authority to act or contract on behalf of the Recruitment Agency or the Hirer, 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 Recruitment Agency or the Hirer in any way.

11.5. The Supplier acknowledges to the Recruitment Agency that its services are supplied to the Recruitment Agency as an independent Supplier 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 Supplier. If any person should seek to establish any liability or obligation upon the Recruitment Agency or upon the Hirer 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 Recruitment Agency or of the Hirer, the Supplier shall indemnify the Recruitment Agency and/or the Hirer and keep the Recruitment Agency and/or the Hirer, 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 Recruitment Agency or the Hirer shall incur.

11.6. Save as required by law, neither the Supplier nor the Representative shall be entitled to receive from the Recruitment Agency or from the Hirer, sickness pay, holiday pay, long service leave or any other similar entitlement.

11.7. A Hirer may request a "Disclosure and Barring Service" (DBS) check as part of their recruitment process (previously known as CRB checks). In this case, the Recruitment Agency shall be obligated to check the level and validity of any contractors DBS checks in order to meet the requirements of each Assignment the contractors are being assigned on.

- 11.8. The Supplier shall be responsible for and shall arrange payment of all taxes in respect of the fees payable hereunder, and hereby indemnifies the Recruitment Agency and the Hirer 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 Recruitment Agency or by the Hirer as a result of this Agreement.
- 11.9. In the event of the breach of Clause 11.4 above, any contract or agreement purportedly entered into by the Supplier or Representative as an agent for either the Recruitment Agency or the Hirer shall be deemed to have been made as if the Supplier or Representative, as the case may be, acted and contracted as principal.

12. Notices

- 12.1. Save as stated within Clause 8.4, 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 10.00 a.m. 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 Supplier agrees that notices may be sent by or provided to the Representative for or on behalf of the Supplier.

13. Liability

- 13.1. The Supplier 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 Supplier and/or the Representative or any assignee or sub-Supplier to whom the Supplier assigns or sub-contracts the performance of the Services during the Assignment.
- 13.2. Where the Supplier or the Representative is in breach of this Agreement which results in the Hirer terminating the agreement between the Recruitment Agency and the Hirer or terminating the Assignment, the Supplier shall, without prejudice to any other remedy of the Recruitment Agency, indemnify the Recruitment Agency for any loss of the Recruitment Agency's fee that would have been charged to the Hirer relating to the remaining period of the Assignment.
- 13.3. The Recruitment Agency shall not be liable to the Supplier or to the Representative for any indirect or consequential loss, howsoever arising.
- 13.4. The Supplier 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 Supplier, the Representative and the provision of the Services and shall make a copy of the policy available to the Recruitment Agency upon request. The Recruitment Agency may in addition specify in the Assignment Schedule the type/s and level/s of insurance cover required.
- 13.5. The Supplier 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 Hirer or, where no such specific period is required in the event then within a reasonable period of time from such request.
- 13.6. The Recruitment Agency is not liable to the Supplier 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.
- 13.7. The Umbrella Company shall:
 - 13.7.1. be liable for any Losses or injury to any party resulting from breach of this Agreement or the deliberate and/or negligent acts or omissions of the Umbrella Company or Agency Worker during an Assignment; and
 - 13.7.2. obtain adequate employer's liability insurance, public liability insurance, professional indemnity insurance and any other suitable policies of insurance in respect of the Umbrella Company or the Agency Worker. The Umbrella Company shall maintain such insurances for the duration of the Assignment and following termination of the Assignment for the period specified. The Umbrella Company shall give a copy of the policy to the Recruitment Agency upon request.
- 13.8. The Recruitment Agency's total aggregate liability under or in connection with this Agreement flowing from one event or a series of connected events, whether arising under contract or by way of indemnity, negligence or otherwise, shall be limited to the amounts paid by the Recruitment Agency to the Umbrella Company for the last week of an Assignment to which the claim relates.

14. 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 Hirer at the express request of the Recruitment Agency 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 Supplier 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 Recruitment Agency may terminate the Deemed Period with immediate effect and any notice period detailed in the Assignment Schedule shall not apply.

15. Miscellaneous Provisions

- 15.1. **No Waiver.** Any failure by the Recruitment Agency 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. **Severability.** If any provision, Clause or part-Clause of this Agreement is held to be invalid, void, illegal or otherwise unenforceable to any extent by any judicial body and/or competent authority, such provision Clause or part-Clause shall, to that extent, be severed from the remaining terms and provisions of this Agreement, which shall remain in full force and effect and shall continue to be valid to the fullest extent permitted by applicable laws.
- 15.3. **Rights of Third Parties.** Save as provided in this Clause, no provision of this Agreement shall be enforceable by any person who is not a Party to it (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 Hirer named on the Assignment Schedule shall have

the benefit of the provisions and the indemnities within this Agreement as 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 Recruitment Agency is acting as an Recruitment Agency as defined within the Conduct Regulations; save where a permanent placement results, in which case the Recruitment Agency will be acting as an employment agency as defined within the Conduct Regulations.
- 15.5. **Prevail.** 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 Supplier and/or the Representative, works or shall work for and under the control of the Hirer 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 Supplier and/or the Representative, works or shall work for and under the supervision and direction of the Hirer for the purposes of the AWR or that the AWR apply to the arrangements relating to the provision of Services.
- 15.8. **Modern Slavery.** Both Parties shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including but not limited to the Modern Slavery Act 2015, and have and maintain throughout the term of this Agreement its own policies and procedures to ensure its compliance.
- 15.9. **Anti-Bribery.** Both Parties certify that, to the Parties' best knowledge, neither Party; nor any of its officers, directors, partners, or controlling stockholders; nor any employee who is directly involved in the Party's business activities, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of the United Kingdom. Neither Party shall, directly or indirectly, make a bribe or other illegal gift or payment or offer, promise or authorise a bribe or other illegal gift or payment to any public or private person or entity, in connection with this Agreement. The Parties each represent and warrant that they have not taken, or permitted any of their Affiliates, agents, Sub-contractors, suppliers or employees to take, any action which would constitute a breach of this provision, and covenant to comply with (and require their respective Affiliates, agents and employees to comply with) this provision. This provision shall survive the termination of this Agreement.

16. Governing Law & Jurisdiction

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

17. Force Majeure

- 17.1. For the purposes of this Clause, Force Majeure Event shall mean any event arising which is beyond the reasonable control of the affected Party (including significant failure of a part of the power grid, significant failure of the internet, any industrial dispute affecting any third Party, governmental regulations, fire, natural disaster, flood, disaster, civil riot or war, or terrorism, pandemic or epidemic).
- 17.2. Neither Party shall be liable for any failure or delay in performing any of its obligations under this Agreement (including for in relation to any payment obligations of the Company) if such failure or delay is caused by a Force Majeure Event and such Party shall be entitled (subject to giving the other Party full particulars of the circumstances in question and to using all reasonable endeavours to resume full performance without avoidable delay) to a reasonable extension of time for the performance of such obligations. If such Force Majeure Event continues for a period of more than one calendar month, the affected Party may terminate this Agreement by written notice to the other Party.
- 17.3. If either Party becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under the Agreement shall forthwith notify the other and shall inform the other of the period for which it is estimated that such failure or delay shall continue. The affected Party shall take reasonable steps to mitigate the effect of the Force Majeure Event.

Assignment Schedule

Umbrella Company & Agency Worker Details:

Agency Worker Name:	
Umbrella Company Name:	
Opted Out of Working Time Regulations:	Yes / No
Opted Out of Conduct Regulations:	Yes / No
Experience, training, qualifications or authorisations required by Hirer, law or any professional body for Agency Worker to perform the assignment:	

Hirer Details:

Hirer Name:	
Contact Name at Hirer:	
Hirer Address:	

Assignment Details:

Type of Work:	i.e. Job Title
Location:	
Estimated daily hours of work:	
Start date of assignment:	
Anticipated end date of assignment:	
Notice for Hirer / Recruitment Agency to terminate assignment:	
Notice for Umbrella Company / Agency Worker to terminate assignment:	
Health & Safety risks disclosed by Hirer and steps taken to prevent or control such risks:	
Special Conditions/Other Information:	
Umbrella Company Fee:	£5 per payslip
Expenses Payable:	
Payment Frequency:	
Applicable Terms:	

Specific Terms:

In the event of any ambiguity, conflict or inconsistency between the provisions of this Agreement and the Specific Terms agreed between the Parties, the Specific Terms shall prevail.

Privacy & Consent

Our Company takes the security of your personal information very seriously. Your privacy is important to us and we do not share your information with other companies. From time to time we would like to contact you with details for products and/or services we will be adding to your package or that we feel may be of interest to you. Additionally, we may contact you for quality assurance purposes and/or customer satisfaction surveys. To this end, we need your direct and express consent by ticking the appropriate boxes below. Please visit <https://magic-umbrella.co.uk/privacy-policy/> to view our Company's Privacy Policy

You may contact me via: Email: SMS: Post: Phone:

Signed for and on behalf of the Company:

Name:	<input type="text"/>
Position/Title:	<input type="text"/>
Date:	<input type="text"/>
Signature:	<input type="text"/>

Signed for and on behalf of the Supplier:

Name:	<input type="text"/>
Position/Title:	<input type="text"/>
Date:	<input type="text"/>
Signature:	<input type="text"/>



MAGIC UMBRELLA LIMITED
Company number: 07255369

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