



Company X Consulting Ltd

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SERVICES AGREEMENT

between

COMPANY X CONSULTING LIMITED

and

[A B C Limited]

Registered Name: CXC Ltd
Registered Office: The Rectory, Churchway, Blunsdon, Wiltshire SN26 7DG.
Registered in England and Wales No. 0879795

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This **Agreement** is made on the [] 202x (the "Commencement Date")

BETWEEN:

1. **COMPANY X CONSULTING LTD** whose registered company number is **08797955** and registered office is at The Rectory, Churchway, Blunsdon, Wiltshire SN26 7DG ("the Company")

and

2. **[Company Name]** whose registered company number is **[Number]** and registered office is at, [Address, City, Postcode] (the "Client")

Herein after referred to singularly as the Party and collectively as ("the Parties")

WHEREAS:

- A. The Company and the Client wish to agree an Agreement for the Company to provide Services to the Client and associated Partners of the Client from time to time.
- B. The Client(s) and the Company have agreed that the Company will provide Services to the Client's business premises located in the defined Sites.
- C. The Company wishes to supply Services from time to time to the Client(s) under the terms and conditions of the Agreement and subject to any Client Specific Terms.
- D. For the purposes of this Agreement, the Company will be providing the Services as defined in the Schedule 1 Services and wherever necessary as defined in the Conduct of Employment Agency and Employment Business Regulations 2003.

IT IS HEREBY AGREED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

1.1 Defined Terms

In this Agreement, the following words and expressions have the following meanings, unless the context otherwise requires:

Agreement.....means the terms and conditions attached below and all attached Schedules;

Assignment means each specified period during which Services are engaged by the Company to render work and/or services to the Client;

Assignment Schedule..... Assignment Schedule issued and agreed in accordance with this Agreement, in the form as per the example in **Schedule 2** or in any written form containing substantially the same information;

Breakage CostsAny and all costs (such as investment in assets and cost payable for early termination of contracts entered in to by the Company prior to receipt of the termination notice) incurred by the Company directly as a result of the termination of this Agreement which:

(a) would not have been incurred had this Agreement continued until its natural expiry; and

(b) relate directly to the termination of the Services; and

(c) are unavoidable, proven, reasonable, and not capable of recovery; and are incurred under the arrangements or agreements that are consistent with terms that have been

entered in to in the ordinary course of business and on reasonable commercial terms for the provision of supplying services to the Client and or Partner.

In the event that this Agreement is terminated by either Party the Client or Partner shall pay to the Company the full Breakage Costs.

- Client means the client identified in this agreement and Client Specific Terms or, where no Client Specific Terms are in place, who is named in the Assignment Schedule and to whom the Company is providing services;
- Client Specific Terms..... means the specific terms which shall apply and supplement this Agreement and will be issued for each Client covered by this Agreement. An example is contained in **Schedule 1**;
- Company Notice Period..... as set out in the Assignment Schedule or where not specified one (1) day shall apply;
- CONDO means Contractors on Deployed Operations as detailed within this agreement and where necessary **Schedule 1**, Services.
- End Date means the end date of the Assignment as detailed in the Assignment Schedule;
- Employment Regulations means the Transfer of Undertakings (Protection of Employment) 2006 ("TUPE")
- Engages / Engagement..... means the engagement, employment, or use of the Services, including Temporary Worker(s) directly by the Company, the Client or any third party or through any other employment business/agency on a permanent or temporary basis; whenever under a contract of service or for services; an agency, license, franchise, or partnership arrangement; or any other engagement; directly or through a limited company of which the Temporary Worker is an officer or employee;
- Fees..... means the charges payable by Client to the Company for the Services, calculated in accordance with **Schedule 1** of this Agreement;
- Group Company..... means any company which for the time being is the ultimate holding company of a Party (or the Client named in the Assignment Schedule) to this Agreement or a subsidiary (directly or indirectly) of such holding company;
- Insolvency Event..... means each of the following:
- (a) the issue of a petition for winding-up which petition is not dismissed within twenty-eight (28) days of its issue;
 - (b) the making of an order or an effective resolution being passed for winding up except for the purpose of a solvent reconstruction or amalgamation on a basis previously approved by the Company in writing (such approval not to be unreasonably withheld or delayed);
 - (c) the making of an order for the appointment of an administrative receiver, administrator, trustee, or similar officer;
 - (d) an encumbrancer, receiver (including an administrative

receiver) or other similar officer taking possession of the whole or any part (which is material in the context of the performance of the affected person's obligations under this Agreement) of such person's undertaking, property, or assets;

(e) the making of a composition with creditors generally; or

(f) being unable to pay debts as they fall due within the meaning of section 123 Insolvency Act 1986;

Intellectual Property Rights.....	means all intellectual property rights, including patents, utility models, trade and service marks, trade names, domain names, rights in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same, rights to receive equitable remuneration in respect of any of these and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world, in each case for the full term thereof including all renewals and extensions;
Location.....	means the Client site where the Assignment is to be performed as set forth in the Assignment Schedule or as otherwise advised to the Company;
Losses	means all losses, liabilities, damages, costs, expenses (including management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;
Normal Service Hours.....	means the normal working days and normal working hours as set forth in the Assignment Schedule;
Notice Period.....	as set out in the Clause 12.1 and the Assignment Schedule or where not specified ten (10) working days shall apply;
Overlap Period.....	two (2) weeks or as varied in the Assignment Schedule;
Payment rate.....	as set out in the Assignment Schedule;
Premium rate.....	as set out in the Assignment Schedule;
Requirement.....	means a request from the Client to the Company for Services or a Temporary Worker from time to time, in accordance with this Agreement;
Services	means the performance of activities as described in Schedule 1 including, as necessary, supply of Temporary Workers by the Company to the Client under the performance of this Agreement;
Sites.....	means the Client's business premises as defined in the Client Specific Terms;
Start Date.....	the start date of the Assignment as set out in the Assignment Schedule.
Temporary Worker	means any person, as named in the Assignment Schedule, introduced by the Client under this Agreement to the Client to work for the Client on a temporary basis;

Trial Notice Period.....as set out in the Assignment Schedule;

Trial Period.....as set out in the Assignment Schedule;

Work Product.....means the product of the engagement or Temporary Worker's services during an Assignment to the Client either alone or with others including all documentation, graphics, data, reports and all other written materials or computer output produced as an output of the Services or by a Temporary Worker during an Assignment to the Client.

1.2 In this Agreement;

1.2.1 words importing the singular shall include the plural and vice versa;

1.2.2 references to gender includes all genders;

1.2.3 reference to any statutory provisions include those provisions as amended or re-enacted;

1.2.4 the paragraph headings in this Agreement shall be for convenience only and shall not affect the interpretation of this Agreement;

1.3 The complete or partial invalidity or unenforceability of any provision in this Agreement for any purpose shall in no way affect the validity or enforceability of such provision for any other purpose or of the remaining provisions. Any such provision shall be deemed to be severed for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.

1.4 In the event of a conflict between this Agreement and the Client Specific Terms, upon agreement with the company through consultation, the Client Specific Terms shall take precedence.

1.5 No variation can be made to this Agreement without the written consent of a director of the Company, Client or Partner or suitably empower delegate.

2 THE SERVICES

2.1 The Company may issue a set of Client Specific Terms for performance of the Services, in respect of specific tasking by the client and the Client shall, by signature of the same, supply Temporary Workers in respect of the Client. Where no Client Specific Terms are supplied the terms of this Agreement shall apply unamended and the Client and any supplementary conditions of shall be as set forth in the Assignment Schedule.

2.2 The Client or Partners may submit, from time to time, Requirements for Temporary Workers and the Company shall use all reasonable endeavours to fill such requirements.

2.3 The Company will undertake its obligations as set out in this Agreement in accordance with best industry practice, all applicable legislation and with the care, diligence, skill, and judgement appropriate to its status as a provider of Services including, from time to time, Temporary Workers.

2.4 The Company shall work and co-operate with the Client and Partners in good faith to enable the efficient provision of the Services under this Agreement.

2.5 The Company is under no obligation to provide Requirements to the Client, and the Company is free to use the services of any other company, or Partners to fulfil its obligations to the Client.

3 TERM

3.1 This Agreement shall commence on the Commencement Date and shall remain in full force and effect until terminated in accordance with the Agreement.

3.2 Upon agreement with the Company, Client Specific Terms shall commence on the date stated therein and shall terminate on termination of the Agreement, unless otherwise terminated in accordance with the Client Specific Terms.

3.3 The Assignment Schedule shall define whether the Assignment is for a fixed term, a fixed number of hours or a fixed fee and will automatically expire on:

(a) the End Date; or

(b) the date on which the Services performed equals the fixed number of hours or the fixed fee.

Unless subject to earlier termination pursuant to Clause 12 the Company may with the agreement of the Client extend the End Date or as appropriate the fixed hours or fee by written notice to the Client

- 3.4 The Company shall not be liable to reimburse the Client, Partner or Temporary Worker for any Services or work the Partner or Temporary Worker may perform for the Client (whether or not at the Client's request) unless the Client has issued written confirmation to the Company that they, the Partner or Temporary Worker has requested the performance of such Services or work.

4 FEES AND PAYMENT TERMS

- 4.1 Depending on the nature of the client requirement, the company will propose as part of the requirement response, whether the service will be based on service provision, Price on Application or Time and Materials basis, as set out within Schedule 1 Services.
- 4.2 The Company operates a monthly payment / billing schedule and payment of the Company's fees, calculated on the basis of the Payment Rate and, if applicable, the Premium Rate, will be dependent upon receipt by the Client of an invoice and where necessary a timesheet authorised by the Company. All fees and payments shall be in the currency as specified in the Assignment Schedule. If no currency is stated, then GBP (UK) Pounds will apply
- 4.3 The Company operates a self billing service, only authorised invoices and/or timesheets should be sent. A signed VAT Self Bill Form should be provided by the Client (Schedule 3).
- 4.4 Provided that the Company has complied with Clauses 4.1, 4.2 and 4.7 as appropriate, the Client shall use its reasonable endeavours to pay invoices in accordance with the Company or where applicable, Client Specific Terms. If no payment terms are stated in the Client Specific Terms, undisputed invoices shall be paid within twenty eight (28) days of receipt of invoice.
- 4.5 The Client will, if so provided for in the Assignment Schedule and subject to the Company itemising all such expenses and providing supporting receipts and an expense claim form signed by an authorised representative of the Client, reimburse the Company for all such expenses as are detailed in the Assignment Schedule.
- 4.6 The Payment Rate and the Premium Rate (if applicable) are exclusive of value added tax ('VAT'). Where appropriate VAT shall be applied at the prevailing rate.
- 4.7 The Company shall ensure that all invoices and or timesheets are submitted to the Client no later than 8 (eight) weeks after the period to which they refer. For the avoidance of doubt, timesheets submitted later than 8 (eight) weeks after the time worked in any month will not be paid.
- 4.8 The Client and or Partners acknowledges that;
- 4.8.1 failure by the Client to comply with the provisions of this Clause 4 may delay payment to the Company while the Client makes enquiries to verify the hours worked;
- 4.8.2 agrees that consistent failure by the Client to comply with the provisions of this Clause 4 shall constitute a breach of this Agreement entitling the Company to terminate the Agreement and claim damages against the Client for any Losses suffered or incurred by the Company; and
- 4.8.3 confirms that, by signing this Agreement, it is aware that it could be a criminal offence for the Company, Partner and / or the Temporary Worker to falsify any timesheet, for example by claiming that the Services were supplied for hours for which they were not in fact supplied and will immediately repay to the Client any amounts found to have been claimed fraudulently.
- 4.9 In the event of a change in Government legislation during the course of this Agreement, both Parties agree to review such changes and may implement amendments to this Agreement.

- 4.10 Where a time and materials provision of services is agreed between the company and client, payment shall be made only for hours actually worked. The Client nor will make any payment to the Company in respect of a Temporary Worker's statutory sick pay, holiday pay, pension, statutory maternity, or paternity pay or any other benefit which the Temporary Worker may be entitled. These payments will be the sole responsibility of the Company and the Client shall indemnify the Company and keep it indemnified against any such claims made against the Company, Partner or by the Temporary Worker.
- 4.11 The Company shall be exclusively responsible for the payment of remuneration to the Temporary Worker(s) and for making statutory deductions and payment of all statutory contributions in respect of Earnings Related National Insurance and the administration of Income Tax (PAYE) applicable to the Temporary Worker by law. The Client will indemnify and keep indemnified the Company against all and any costs, claims or proceedings in respect of such payments.
- 4.12 The Company shall provide any supporting information for invoices reasonably requested by The Client.

5 THE CLIENT'S OBLIGATIONS

- 5.1 The Client shall comply with all reasonable instructions of the Company or the Partner in relation to the Temporary Worker's access to the Client's premises at all times during an Assignment, including but not limited to instructions about ID cards, swipe cards or security measures.
- 5.2 The Client shall ensure that Temporary Worker(s) are aware of the need to comply with the Client's rules of conduct and health and safety policies and procedures (including any amendments in force from time to time) whilst they are on Assignment.
- 5.3 The Client shall immediately inform the Company where it becomes aware of:
- 5.3.1 any accident which has occurred during an Assignment involving any of the Temporary Worker and shall ensure that an accident report for the same, in such format as the Client may from time to time require, is completed promptly in respect of each such accident.
 - 5.3.2 any health and safety hazards that may exist or arise at the Client's premises and which may affect the Client's performance under this Agreement.
- 5.4 The Client shall procure, and it shall ensure that any intermediaries, engage all Temporary Workers on a contract of employment or contract for services and where they are working in the UK are paid under the PAYE and National Insurance Contributions regime within the UK tax system. With respect to Temporary Workers working in the UK the Client warrants that is, and it shall procure that any intermediaries are, based wholly in the UK and complies with all relevant legislation and regulations. The Client shall indemnify and hold the Company harmless from and against any losses, liabilities, damages, costs, penalties, expenses (including reasonable legal expenses) and charges which the Company may suffer or incur as a result of the failure the Client and of any intermediary to comply with this clause and any applicable laws.
- 5.5 At any time, upon the request of the Company or the Client, the Company shall remove any Temporary Worker assigned to the Client and, upon the request of the Client the Company shall use best endeavours to arrange for the provision of a replacement Temporary Worker at no extra cost. The reason for this removal must be justified by the client and understood/accepted by the Company as in the best interests of the agreed deliverables. The Client shall indemnify the Company and the Client for any claims, loss or damages made by the Temporary Worker as a result of such removal. Where the request is made within the first four (4) hours of commencement of an Assignment the Company will not be charged for those hours worked.
- 5.6 The Company shall ensure all:
- a. Temporary Workers assigned to the Client are eligible to work legally in the UK in accordance with the provisions of the Asylum and Immigration Act 1996;
 - b. it holds satisfactory proof of identity and eligibility of the Temporary Workers right to work in the UK;

- c. copies of documentation will be annotated to indicate that their validity has been checked and they shall be retained within the Temporary Worker file, which will be held at the Client's offices.

In the event that a Temporary Worker is found to be ineligible to work in the UK, then upon the Client becoming aware of such ineligibility, the Client shall cause the immediate termination of such Temporary Worker's Assignment and shall, where necessary, arrange for the provision of a replacement Temporary Worker within a reasonable time thereafter. The Client shall indemnify the Company and the Client for any claims, loss or damages made by the Temporary Worker as a result of such termination.

- 5.7 The Client shall provide the Company with all reports and information as reasonably requested by the Company from time to time, including, where applicable, timesheets for Temporary Workers duly authorised by the Client.
- 5.8 The Client shall supply to each Temporary Worker any information disclosed by the Company to the Client under its obligations set out in Clause 6.
- 5.9 The Client shall require that:
 - a. each of its Temporary Workers wears suitable clothing and footwear when on duty and for such clothing to be at all times smart and clean;
 - b. on termination of any Assignment, on the date of such termination all security passes, instruction manuals, information and any other property of the Client or the Company supplied by or on behalf of the Client or the Company to each Temporary Worker are returned to the Company.
- 5.10 The Client shall allow the Company access to all information in any format at any reasonable time which relates to the Services including financial records and Temporary Worker personnel records in order to audit the Client as necessary. The Client shall ensure that any permissions necessary to do this are procured from the Temporary Workers.
- 5.11 The Client warrants it shall not under any circumstances, unless with the express written permission of the Company, for the duration of this Agreement contact the Associate directly to discuss the Services, an Assignment or Temporary Workers;
- 5.12 If the Client or Partner contacts the Associate, the Client shall immediately contact the Company to inform it of the same and agree to pass any relevant information to the Company.
- 5.13 The Client and the Temporary Worker shall not alone or jointly with another or others in any capacity and whether or not for its benefit directly or indirectly:
 - 5.13.1 induce (or seek to induce) to leave or cease performing service(s) for any personnel, consultant, subcontractor, temporary worker or employee of the Company or Client with which or whom the Client or Temporary Worker had material contact in the course of its, their or his duties at any time in the six (6) months prior to the Assignment End Date;
 - 5.13.2 canvass or solicit for direct or indirect engagement (whether under a contract of services or a contract for services) any personnel of the Company or the Client or proceed with any approach made by or on behalf of any such personnel; or
 - 5.15.3 provide or procure the provision of any service identical or substantially similar to the Services to:
 - (a) the Client other than via the Company; or
 - (b) any direct competitor of the Client.
- 5.14 The Client will inform the Company immediately it becomes aware of any reason a Temporary Worker may not be able to undertake an Assignment including but not limited to holiday or sickness.

- 5.15 The Client must not instruct a Temporary Worker to perform night work until the Temporary Worker has been given a health assessment which has not shown any reason why the Temporary Worker may not do night work.
- 5.16 The Client shall comply with any and all Client Specific Terms as set forth in Schedule 2.
- 5.17 **Agency Worker Regulations 2010 (“AWR”)**
- 5.17.1 Prior to the commencement of the Assignment the Client shall notify the Company of:
- (a) any weeks in which the Temporary Worker has worked in the same or broadly similar role with the Client via any third party that may count towards the twelve (12) week qualifying period as set out in the AWR; and
 - (b) the correct payroll status (“Payroll Status”) for the Temporary Worker e.g., employed by the Client, engaged directly by the Client on a contract for services, supplied via an intermediary or supplied via a personal services company.
- 5.17.2 Pay between Assignments
- 5.17.2.1 In the event that the Client engages the Temporary Worker on a pay between assignments model in accordance with Regulation 10 of the AWR (“Regulation 10 Contract”), the Client shall, prior to the commencement of the Assignment, notify the Company that the Temporary Worker is engaged under a Regulation 10 Contract.
- 5.17.2.2 The Client acknowledges that neither the Company nor the Client are obliged to pay parity in relation to any Temporary Worker who is engaged by the Client under a Regulation 10 Contract. In the event that the Client is in receipt of any enhanced payment made by the Company, or any notification of an increase in payment from the Company in relation to Regulation 5 of AWR, the Client shall immediately notify the Company and where required repay any such amounts.
- For the avoidance of doubt neither the Company or the Client shall be required to make any payments where a Temporary Worker on a Regulation 10 Contract is not providing services to the Company or the Client, including (but not limited to) holiday, maternity/paternity leave, sickness, and any pay between assignment periods.
- 5.17.3 The Client shall:
- (a) hold the Company and the Client harmless against any and all claims made by the Temporary Worker under the AWR as a result of the Temporary Worker being engaged under a Regulation 10 Contract; and
 - (b) Indemnify the Company and / or the Client against any Losses incurred as a result of having to defend any claim made by the Temporary Worker, who is engaged under a Regulation 10 Contract, or as a result of any award of damages made against the Company and / or the Client.
- 5.17.4 The Client shall give to the Company no less than three (3) week’s written notice before a Temporary Worker is due to complete a Qualifying Period in accordance with and as defined in the provisions of the AWR with respect to those Temporary Workers who qualify for rights under Regulation 5 of AWR.
- 5.17.5 The Client shall satisfy itself that payments and terms to the Temporary Worker comply with the AWR.
- 5.17.6 The Client shall immediately notify the Company in writing in the event that the Client:
- (a) believes that payments to the Temporary Worker do not comply with the AWR; and / or
 - (b) becomes aware of any issues or concerns raised by the Temporary Worker in relation working conditions and shall work with the Company and the Temporary Worker to try and resolve such issues or concerns.

5.17.7 The Client shall immediately notify the Company in writing if the Temporary Worker:

- (a) has changed Payroll Status; or
- (b) was previously engaged under a Regulation 10 Contract and is no longer engaged under a Regulation 10 Contract or vice versa.

The Client shall confirm the effective date of the change which shall not be backdated.

5.17.8 Provided that the Client meets its obligations under Clause 5.19, the necessary adjustments to the fees such that the Assignment complies with AWR shall be made.

5.18 The Client shall comply with the CXC UK Client Code of Conduct set forth in **Schedule 5**.

6 THE COMPANY'S OBLIGATIONS

- 6.1 The Client shall provide the Company with a copy of the Client's rules of conduct and health and safety policies and procedures (including any amendments in force from time to time).
- 6.2 The Company shall designate the individuals at the Company or the Client with whom the Client and/or the Temporary Workers should communicate (as necessary in each Requirement) with respect to the Client's performance of the services and with respect to the Temporary Workers' performance of the Assignments.
- 6.3 Where provided with the same by the Client, the Company shall give the Client full details of:
 - 6.3.1 the intended duties of the Temporary Worker;
 - 6.3.2 any special skills which it requires the Temporary Worker to have including any experience, training, qualifications, or authorisations including those required by a professional body or by law;
 - 6.3.3 any risks to health and safety known to the Client and any steps that may have been taken to prevent or control such risks;
 - 6.3.4 any specific health and safety information which the Client wishes to be passed on to the Temporary Worker, and the Client shall pass on this information to the Temporary Worker.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Client acknowledges and agrees that the Company shall own all Intellectual Property Rights in all Work Product produced as a result of the performance of the Services. The Client shall procure that each Temporary Worker shall irrevocably assign all Intellectual Property Rights worldwide in or relating to his Work Product to the Client.
- 7.2 The Client shall procure that each Temporary Worker does all such things (including the signing and execution of documents and other instruments) as may be reasonably necessary in the Company's or the Client's opinion to confirm or vest in the Client such Intellectual Property Rights.

8 CONFIDENTIAL INFORMATION AND ANNOUNCEMENTS

- 8.1 All information given by either Party (the "Disclosing Party") to the other (the "Recipient") or otherwise obtained by the Recipient relating to the Disclosing Party's business or operations or of any person, firm, company or organisation associated with the Disclosing Party (except for information which is in or enters the public domain other than by breach of this Clause 8) shall be treated by the Recipient as confidential and not used other than for the benefit of the Disclosing Party, nor disclosed to third parties without the Disclosing Party's prior written consent except to the extent required by law or for the purposes of performing its obligations or enforcing its rights under this Agreement.
- 8.2 Clause 8.1 shall remain in full force and effect notwithstanding any termination of this Agreement.
- 8.3 No announcement concerning this Agreement shall be made by either Party without the prior written consent of the other party.
- 8.4 The Client shall ensure all Temporary Workers sign a confidentiality undertaking in a form provided by the Client and/or the Company upon request.

9 **EMPLOYMENT REGULATIONS**

- 9.1 On the termination of this Agreement the parties hereby acknowledge that the Employment Regulations may apply to transfer some or all of the Temporary Workers and accordingly, the Client shall where required consult with the representatives of a recognised trade union or elected employee representatives or any other body with jurisdiction in respect of any transfer of any of the Temporary Workers.
- 9.2 Further, the Client shall provide to the Company any information required by the Company or the Client in respect of such a transfer.
- 9.3 The parties shall comply with their legal obligations under the Employment Regulations.

10 **INDEMNITIES**

- 10.1 The Client shall be liable for, and shall indemnify the Company against any Losses in respect of any injury or damage whatsoever in so far as such injury or damage is caused or contributed to by the acts, omissions, negligence or misconduct of the Client or by any breach by the Client of any provisions of this Agreement including but not limited to failing to conduct the checks on the Temporary Workers as required under the Agreement or as would be deemed good practice in line with best industry standards.
- 10.2 The Client shall be liable for, and shall indemnify the Company against any Losses in respect of any injury or damage whatsoever in so far as such injury or damage is caused or contributed to by the acts, omissions, negligence or misconduct of the Temporary Worker and the Client has failed to conduct the checks on the Temporary Workers as required under this Agreement or as would be deemed good practice in line with best industry standards.
- 10.3 The Client shall be liable for and shall indemnify the Company against any Losses caused by a breach of any statutory or common law obligation by the Client.
- 10.4 The Client shall be liable for, and shall indemnify and hold the Company harmless against any Losses: (a) as a result of a Temporary Worker claiming rights under the Agency Worker Regulations 2010 save to the extent the Company has caused the claim; or (b) where the Client has failed to comply with Clause 5.19,

11 **INSURANCE**

- 11.1 Without prejudice to the liabilities and indemnities of the Client under this Agreement, the Parties shall maintain with a reputable insurer or insurers the following:
- **Full Public Liability** cover to a minimum limit of indemnity of £5,000,000 (five million pounds) for any one occurrence or series of occurrences arising from any one incident/accident (unlimited in any one year);
 - **Full Employers Liability** cover to a minimum limit of indemnity of £10,000,000 (ten million pounds) for any one occurrence or series of occurrences arising from any one incident/accident (unlimited in any one year) and otherwise in accordance with the Employers Liability (Compulsory Insurance) Act 1969, or any statutory extension, modification, or re-enactment thereof or any orders or regulations thereunder in force from time to time;
 - Professional Indemnity insurance cover to a minimum limit of indemnity of £5,000,000 (five million pounds) in respect of any one occurrence or series of occurrences arising out of any one event and limited to £5,000,000 (five million pounds) in the annual aggregate. Such insurance shall be required to extend to include any liability for the acts or omissions of the Client in supplying the Services.
 - **Crisis Containment** insurance cover to a minimum limit of indemnity of £25,000 (twenty-five thousand pounds) in respect of any one occurrence or series of occurrences arising out of any one event/incident (unlimited in any one year).
- 11.2 The Client shall procure that the interest of Company, by way of an Indemnity to Principal clause, is noted on the insurance policies referred to in Clause 11.1 above and that the insurer's rights of

subrogation against the Company are thereby waived. All such policies must extend the insurers' obligations under the policy to survive the Client's bankruptcy, receivership and/or liquidation.

- 11.3 The Client shall produce evidence of such insurance policies at any time upon request by the Company which insurance policies shall, other than the Client's professional indemnity insurance, be arranged on a 'claims occurring' basis. The Client's professional indemnity insurance will be arranged on a 'claims made' basis. For the avoidance of doubt where such insurances are subject to excesses or deductibles, the costs of claims falling within such excesses or deductibles will be the responsibility of the Client.
- 11.4 The requirements set out in this insurance Clause 11 are a minimum requirement and the Client should satisfy itself that it has arranged the necessary insurance to cover its liabilities and indemnities under this Agreement.

12 TERMINATION

12.1 Termination of the Agreement

12.1.1 This Agreement shall terminate in accordance with Clause 3 and in addition may be terminated prior to such termination date:

12.1.1.1 at any time from the Commencement Date by either Party by written notice of not less than ninety (90) days' written notice.

12.1.1.2 by the Company with immediate effect, if:

(a) the Client is in breach of any term of this Agreement which is:

- i. in the reasonable option of the Company incapable of being remedied; or
- ii. where such breach is, in the reasonable opinion of the Company, capable of being remedied, the Client fails to remedy such breach to The Company's satisfaction within five (5) Business Days after receiving an earlier notice from The Company requiring it to do so;

(b) either Party shall become unable to commence, continue or completely perform its obligations hereunder by reason of Force Majeure;

(c) the Client ceases or threatens to cease trading, is the subject of a winding up or administration order or has a receiver, administrator or liquidator appointed, or the Temporary Worker is the subject of a petition for bankruptcy or becomes bankrupt, or, in any event, if any arrangement is made with the Client's or the Temporary Worker's creditors or other such similar steps in consequence of the Client or the Temporary Worker being insolvent or otherwise unable to pay its / his debts;

(d) the Client becomes subject to any of the insolvency, or potential insolvency, events listed in clause 12.1.1.2(iii).

12.1.2 The Company may terminate the Agreement immediately on the termination of its agreement with the Client.

12.1.3 Subject to Clause 12.1.4 below, any such termination shall not prejudice or affect any rights or liabilities accrued prior to the date of termination

12.1.4 Where the Company terminates the Agreement in accordance with Clause 12.1.1.2 or the Client terminates the Agreement in accordance with Clause 12.1.1.1, it shall be entitled to transfer any Temporary Worker currently engaged on an Assignment to any other nominated Client and the Client agrees and acknowledges that it shall not be entitled to charge the Company or the Client any transfer fees, introduction fees or associated penalties whatsoever and it shall place no restriction whatsoever on any Temporary Worker with respect to taking up such engagement.

- 12.1.5 Termination of the Agreement shall not terminate the Assignments which shall continue subject to these terms until the End Date.

12.2 Termination of Assignments

Assignments shall terminate on the End Date or as set forth below:

- 12.2.1 at any time from the Start Date by the Client by written notice of not less than the Client Notice Period;
- 12.2.2 at any time by the Company:
- (a) during the Trial Period by written notice of not less than the Trial Notice Period;
 - (b) thereafter, by written notice of not less than the Company Notice Period;
- 12.2.3 by the Company, with immediate effect without notice, if:
- (a) the Client or the Temporary Worker has, in relation to this Agreement, committed an act or omission of dishonesty, violence, incompetence or negligence or is convicted of any indictable criminal offence (other than a road traffic offence for which a penalty of imprisonment is not imposed); or
 - (b) the Temporary Worker commits a breach of the Client's e-mail and / or Internet usage policies or any other policy as advised to the Temporary Worker; or
 - (c) if, for any reason, the Client fails to sign a purchase order in respect of the Services to be performed by the Temporary Worker; or
 - (d) if, for any reason, the Client notifies the Company that it no longer wishes to use the services of the Temporary Worker.
- 12.2.4 The Company shall incur no liability for Losses in connection with any such termination beyond payment of fees due to the Client for hours or days in which Services have been performed by the Temporary Worker and authorised by the Client, up to and including the End Date.

12.3 Assignment Overlap Period

If the Client attempts:

- (a) to terminate an Assignment without first having given the Company the amount of notice required under Clause 12.2.1; and/or
- (b) fails for the duration of the Client Notice Period to continue to perform the Services or co-operate with the Company and/or the Client in any handover of the Services to a replacement Temporary Worker.

the Client shall be liable to the Company for the loss of providing overlap services during the Overlap Period. The Client acknowledges that the Company may exercise its right under Clause 4.4 to recover costs for which the Client shall become liable under this Clause.

13 **COMPLIANCE WITH RELEVANT REQUIREMENTS**

13.1 The Client shall:

- (a) comply with all applicable laws, regulations, codes, and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
- (b) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 1.1(b), and will enforce them where appropriate;

13.2 Breach of this Clause 13 shall be deemed a material breach under Clause 12.1.1.2(i)(a).

14 **FORCE MAJEURE**

- 14.1 Neither Party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause beyond its reasonable control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion, or civil commotion.
- 14.2 Subject to the affected Party promptly notifying the other Party in writing of the cause and the likely duration of the cause, the performance of the affected Party's obligations, to the extent affected by the cause, shall be suspended during the period that the cause persists provided that if performance is not resumed within ninety (90) days after that notice the other Party may by notice in writing terminate this Agreement.

15 ASSIGNMENT AND SUB-CONTRACTING

Neither Party may assign, sub-license, transfer or otherwise dispose of any of its rights, transfer or otherwise dispose of any of its obligations under this Agreement without the prior written consent of the other, which shall not be unreasonably withheld or delayed.

16 THIRD PARTY RIGHTS

Other than associated companies of the Company, who will have benefit of any may enforce the Agreement, the Parties do not intend any of the Agreement to be enforceable by any other Party pursuant to the Contracts (Rights of Third Parties) Act 1999.

17 GOVERNING LAW AND JURISDICTION

Other than associated companies of the Company, who will have benefit of any may enforce the Agreement, the Parties do not intend any of the Agreement to be enforceable by any other Party pursuant to the Contracts (Rights of Third Parties) Act 1999.

- 17.1 This agreement shall be governed by and constituted in accordance with English Law.
- 17.2 The English Courts shall have sole and exclusive jurisdiction to determine all claims, actions, disputes and/or demands in connection with this Agreement.
- 17.3 The Client agrees it shall not commence legal proceedings against the company without having first served twenty-eight (28) days written notice to the Company.

This agreement is entered into by and behalf of the Parties and is effective as of the Commencement Date.

COMPANY X CONSULTING LIMITED

[COMPANY NAME] LIMITED

Signed:

Signed

Name: _____

Name: _____

Position: _____

Position: _____

Date: _____

Date: _____

SCHEDULE 1 - SERVICES

[INSERT AGREED SCOPE / STATEMENT OF WORK]

SCHEDULE 2 - CLIENT SPECIFIC TERMS

SERVICES AGREEMENT

CLIENT SPECIFIC TERMS

THIS SCHEDULE IS INTENTIONALLY UNUSED

SCHEDULE 3 - EXAMPLE ASSIGNMENT SCHEDULE

(to be completed for each Assignment or substantially the same information to be provided in a written form)

Name of Client	
Client name	
Services to be performed	
Expertise required	
Name of identified Worker to be supplied (if applicable and where known)	
Date of Commencement of Assignment	
Duration of Assignment or End Date	
Trial Period Required	Yes / No (delete as applicable)
Trial Length	
Trial Notice Period	
Assignment Notice Period	
Agreed Fee Rate (Specify whether hourly / daily / weekly / monthly / POA)	£
Location of Assignment	
Normal working days	
Normal hours of work	
Special conditions	
All other terms as per Agreement between the parties dated	

**AUTHORISED TO SIGNED ON BEHALF OF
CXC LTD****AUTHORISED TO SIGN ON BEHALF OF
CLIENT**

Signed:

Signed:

Name:

Name:

Position:

Position:

Date:

Date:

SCHEDULE 4 - SELF BILL FORM**SELF BILLING AGREEMENT**

This **Agreement** is made on the [] 2022 (the "Commencement Date")

BETWEEN:

1. **COMPANY X CONSULTING LTD** whose registered company number is **08797955** and registered office is at The Rectory, Churchway, Blunsdon, Wiltshire SN26 7DG ("the Company")

and

2. **[Company Name]** whose registered company number is **[Number]** and registered office is at, [Address, City, Postcode] (the "Client")

Herein after referred to singularly as the Party and collectively as ("the Parties")

WHEREAS the Parties have entered into an ongoing arrangement for the supply of services and have agreed to use a system of self-billing, in accordance with the conditions imposed by HM Revenue and Customs (a copy of which has been given to the Client), in respect of all supplies from the Clients to the Company.

1 Definitions

- 1.1 In this Agreement the following expressions shall be given the following meanings:

"**Agreement**" means the self-billing agreement between the Client and the Company comprising the terms and conditions set out in this Agreement and any Appendices hereto.

"**Self-billing**" means the creation of a VAT invoice by the Company for amounts due by the Company to the Client.

"**Services Agreement**" means the agreement between the Company and the Client for the provision of services.

"**Client Information**" means the Client company registration and billing details as provided by the Client.

- 1.2 Any reference, express or implied, to any 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 Effective Date) and all subordinate legislation made (before or after the Effective Date) under it from time to time.

- 1.3 Where the context permits, words denoting:

- (a) the singular includes the plural and vice versa;
- (b) words denoting one gender shall include any gender;
- (c) persons shall include bodies corporate and unincorporated associations of persons.

2 Term

This Agreement shall commence on the Effective Date and shall last for a period of twelve (12) months or until termination of expiry of the Services Agreement, whichever comes first.

3 Company Obligations

- 3.1 The Company shall in respect of this Agreement:

- 3.1.1 provided that the Client has complied with Clause 4, supply a valid self-billed VAT invoice to the Client for services supplied on a weekly basis. The invoice shall include the following details:

- Client name and address

- Client VAT registration number
- Invoice amount net of VAT
- VAT amount
- Invoice amount gross of VAT
- Details of supplied services, including:
 - o Name of supplied staff
 - o Hours/days being charged
 - o Charge rate per hour/day, detailing overtime separately
 - o Total charge rate

3.2 The Company will inform the Client of any changes in its status with HM Revenue and Customs as an authorised self-billing client.

4 Client Obligations

4.1 The Client shall accept self-billing invoices raised by the Company on behalf of the Client.

4.2 The Client will comply with the conditions imposed by HM Revenue and Customs for approval of self-billing. In particular, the Client will not issue a VAT invoice in respect of any transaction covered by the self-billing system. The Company shall not be liable for any loss, liability, damages, costs, or expenses arising from any failure by the Client to comply with any conditions imposed by HM Revenue and Customs and the Client will consequently fully indemnify the Company for any loss, liability, damages, costs, or expenses incurred by the Company arising by the Client's failure to comply with the conditions imposed by HM Revenue & Customs.

4.3 If the Client chooses, for compliance with their own internal systems, to raise dummy invoices it is their responsibility to reconcile their account internally and also with any factoring companies used.

4.4 The Client will ensure that rates, hours, days, and expenses are verified before timesheets are submitted and should queries occur frequently due to unchecked timesheets the Company reserves the right not to process those timesheets. The Company hereby accepts no liability for any delay, loss, liability, damages, costs, and expenses that may be incurred by the Client as a result of the failure of the Client to properly check the details of any timesheets.

4.5 The Client agrees to raise any queries between internal invoices and self-billing invoices within seven (7) calendar days.

4.6 The Client will immediately notify the Company of any changes in its VAT registration position that would affect the application of the system, for example, deregistration, change of VAT number or transfer of the business.

4.7 The Company will maintain a list of all VAT registration details for the Client and may request the Client to provide details of any changes in these details once a year or at any other time. The Client will provide the required information within fourteen (14) calendar days of the request.

4.8 The Client agrees that such invoices may be delivered by email and agrees to notify the initial email address to be used and any changes to the required email address to the Company with at least seven (7) calendar day's notice.

4.9 The Client acknowledges that failure to comply with the provisions of this Clause 4 shall constitute a breach of this Agreement entitling the Company to terminate the Agreement and claim damages against the Client for any losses suffered by the Company.

SIGNED FOR AND ON BEHALF OF [COMPANY] LIMITED

Signature:

Name:

Title:

Date:

SIGNED FOR AND BEHALF OF COMPANY X CONSULTING LTD LIMITED

Signature:

Name:

Title:

Date:

PARTNER / ASSOCIATE DETAILS (IF APPLICABLE)

Contact:

Contact Email Address:

Invoicing Address:

.....

.....

.....

.....

Invoice Email Address:

(Please note that the self-billed invoices will be emailed only to this address)

Bank Account Details for BACS payments:

Bank Name:

Bank Address:

Sort Code:

Account Name:

Account Number:

Account Currency:

VAT Registration Number:

SCHEDULE 5 - COMPANY X CONSULTING LIMITED CLIENT CODE OF CONDUCT**1. INTRODUCTION**

Company X Consulting Ltd (CXC Ltd) requires all employees, officers, and directors to act responsibly, professionally, and ethically in all business relationships. To that end, CXC Ltd has adopted this Code of Conduct which must be adhered to. Key principles include the following:

- complying with all applicable laws, rules, and company policies;
- avoiding actual and apparent conflicts of interest;
- maintaining confidentiality of non-public information;
- keeping accurate records;
- dealing fairly with the competition and Clients;
- continually striving to maintain a discrimination and harassment free environment.

This Client Code of Conduct is based on these principals.

2. CLIENT CODE OF CONDUCT

Clients represent a critical component of CXC Ltd.'s performance and value proposition. As our relationship grows and matures with certain Clients, we expect our Clients to evolve to better fit our enterprise. Clients that cannot or will not adhere to this Client Code of Conduct may be disqualified as a CXC Ltd.'s Client. The following details the basic requirements for an CXC Ltd.'s Client to adhere to:

2.1 Compliance with Laws, Rules, and Regulations:

Clients must comply with all applicable laws, rules, and regulations of the places where they do business. If any law, rule or regulation conflicts with this Client Code of Conduct, the Client should bring such conflict to the attention of CXC Ltd.

2.2 Health, Safety, and Environment:

Clients must be committed to provide safe working conditions and a healthy work environment. Clients must act with care and respect for both the environment and the people who live in the communities where they conduct business. Clients must follow all applicable safety, health and environment laws, regulations, rules, and practices, including providing a workplace free from violence and the influence of illegal drugs or alcohol.

2.3 Business Entertainment and Gifts:

Clients may use lawful, legitimate, and reasonable business entertainment and gifts for the purpose of creating goodwill and sound working relationships, not to gain unfair advantage. However, depending upon circumstances, Clients that provide business entertainment or gifts deemed inappropriate may be disqualified as a CXC Ltd Client.

No CXC Ltd employee or family member may offer, give, or accept any gift or entertainment unless it:

- Is a non-cash gift;
- Is consistent with customary business practices;
- Is not excessive in value;
- Cannot be construed as a bribe or payoff;
- Does not violate any laws or regulations;
- Properly reported in accordance with the CXC Ltd procedure on Gifts & Hospitality.

2.4 Conflicts of Interest:

Clients and their employees must avoid creating actual or apparent conflicts of interest. Conflicts of interest can arise when a Client takes an action or has an interest that may make it difficult for the Client to engage in legitimate business transactions. Conflicts of interest also arise when a Client, a

Client's employee, or a member of his or her family, attempts to obtain improper access to CXC Ltd or personal benefits (including loans, guarantees of obligations or acquisitions of interests in transactions involving CXC Ltd or its clients or Clients) as a result of his or her position with the Client.

If you believe that a transaction, relationship, or other circumstance creates or may create a conflict of interest, you should promptly report this concern to CXC Ltd.

2.5 Record Keeping:

Clients must accurately record and report information in order to make responsible business decisions. All business expenses should be documented accurately, and books, records, accounts, and financial statements should be maintained in reasonable detail, appropriately reflect transactions with CXC Ltd, and conform both to applicable legal requirements and to its system of internal controls.

2.6 Competition and Fair Dealing:

Clients must deal fairly with CXC Ltd clients, Clients, competitors, and employees. Clients must not take unfair advantage of anyone through manipulation, concealment, abuse of privileged information or any other unfair practice. Clients must not engage in unethical or illegal business practices such as stealing proprietary information, misrepresenting important facts, possessing, or using trade secret information that was obtained without the owner's consent, or inducing disclosure of this type of information by past or present employees of other companies.

2.7 Discrimination and Harassment:

Clients must refrain from all forms of unlawful discrimination and harassment in the conduct of its business. Clients shall not engage in discrimination based on race, colour, age, gender, sexual orientation, ethnicity, disability, pregnancy, religion, union membership, or marital status in hiring and employment practices such as promoting, rewards, and access to training.

2.8 Confidentiality:

Clients must strictly adhere to all confidentiality obligations. Confidential information includes proprietary information such as trade secrets, know-how, business and marketing plans, sales forecasts, engineering and manufacturing ideas, designs, innovations, databases, records, supply chain information, salary information, and unpublished financial data and reports, as well as any non-public information that might be of use to competitors or harmful to CXC Ltd or its clients if disclosed. Clients must ensure the confidentiality of confidential information continues even after the Client / customer relationship ends.

2.9 Management of Sub-Clients:

Clients must manage their sub-tier Clients in accordance with the same principles outlined in this Client Code of Conduct.

2.10 Client Diversity:

Client diversity is a very important part of CXC Ltd business strategy. It is a part of our business process which seeks to diversify our supply base. Our focus is on enhancing a corporate supply chain that reflects the diversity of the communities in which we work. At CXC Ltd, developing mutually beneficial business relationships that produce value to our company and our clients is paramount to our success. We encourage our Clients to identify and develop qualified and capable minority and small disadvantaged businesses. Our client base includes entities that require this as a condition of doing business and therefore CXC Ltd expects Clients to be aware of and to promote this initiative wherever feasible.

2.11 Labour and Human Rights

CXC Ltd does not tolerate the use of underage labour. All Clients will warrant that their workforce is of legal school leaving age even when local customs permit such practices. We also require Clients to maintain robust documentation and age verification procedures, personnel records, and systems

for communicating labour policies across their facilities and with third-party recruiters. We hold our Clients accountable for agencies and schools providing workers to them.

Clients will also not engage in any practices or policies that result in involuntary labour such as slavery, indentured or bonded labour, child labour, and prison labour. Our Clients must confirm compliance with the local laws applicable to their operations, including any slavery and human trafficking laws.

3. CXC LTD COMMITMENT TO CLIENTS

CXC Ltd promises to adhere to its own Code of Conduct in its dealings with Clients. For those Clients who meet the high standards required to become an CXC Ltd Client, we request your co-operation to mutually hold each other accountable. CXC Ltd wants to be recognised as your customer of choice and welcomes open and honest feedback.

If you have any comments, questions or queries regarding this Code of Conduct please contact contracts@cxcltd.com.