



Master Services Agreement

Between

Lucid Support Services Limited (1)

and

[COMPANY NAME] (2)

For the Provision of Temporary IT and Project Delivery Staff

Dated: *****



This Agreement dated the *** day of ***** 20** ("Agreement") No: ***-***-*** is made between:

1. **Lucid Support Services Limited**, company registration no 04419473, whose registered office is at 8 Clarendon Drive, Wymbush, Milton Keynes, MK8 8ED ("Lucid");
and
2. **COMPANY NAME**, company registration no *****, whose registered offices is at **REGISTERED ADDRESS** (the "Client").

BACKGROUND

- (A) Lucid operates an employment and project delivery business which specialises in the provision of temporary and temporary to permanent personnel with experience in the IT industry.
- (B) The Client wishes to engage Lucid to identify and provide it with IT project personnel.
- (C) This agreement shall remain in force until either party terminates in accordance with the terms herein.

1 Definitions and Interpretation

"Additional Service"	Means any agreed additional service to be provided by the Consultant, as specified in a Schedule, or otherwise agreed in writing by the parties
"Agency Worker"	Means any Consultant who is an agency worker as defined by Regulation 3 of the AW Regulations
"Assignments"	Means the various projects and assignments being undertaken by the Client in respect of which the Client wishes to engage Consultants to supply Services.
"Associates"	Means a subsidiary company (as defined by s.1159 Companies Act 2006) or associated bodies corporate (as defined by s.256 Companies Act 2006) of a Client or End User,
"AW Regulations"	Means the Agency Workers Regulations 2010.
"Candidate"	Means a person, whether presenting as an individual, a contractor, an interim manager, whether self-employed or otherwise, and/or a limited company through which a person is offering services, or a supplier company, in respect of whom or which, or in respect of whose skills or services, information is provided to the Client by Lucid or by a Candidate already Introduced and shall include any Consultant or Supplier
"Client Representative"	Means the representative of the Client in respect of the particular Assignment concerned who is named in the Schedule relating to that Assignment.
"Comparable Terms"	Means the pay and basic employment conditions as set out in Regulation 6 of the AW Regulations that are or would have been applicable to a Consultant had that Consultant been engaged directly by the Client



"Confidential Information"	Means any information of a confidential nature relating to either of the parties hereto or their respective businesses, finances, and customers and/or relating to any Consultant, Supplier or End User or their respective businesses, finances and customers, including trade secrets and information of a commercial value, or any such information belonging to any of their customers or to any Consultant, Supplier or End User.
"Consultant(s)"	Means the IT personnel provided by Lucid, directly, or indirectly through a Supplier, to the Client to perform Services under an Assignment pursuant to this Agreement
"Data Protection Laws"	Means any data protection legislation applicable in the UK including the Data Protection Act 2018 and the UK General Data Protection Regulation and 'Personal Data' 'Controller' and 'Data Subject' shall have the respective meanings defined therein
"Direct and Permanent Employment"	Means the direct engagement of a Candidate by the Client or an End User (or their Associates) under a contract of employment, which is intended to be for a period of more than 6 months
"End Date"	Means the date specified as such in a Schedule.
"End User"	Means any person to whom the Client is supplying services or with whom the Client has entered into an agreement to supply services to or any person to whom the Client provides information regarding a Candidate following an Introduction for whose benefit the Candidate provides any services, but such expression shall exclude any company or other entity which is part of the same group of companies as the Client.
"Introduction"	Means the provision of information by Lucid or by a Candidate, whether such information includes a Candidate's name, that enables the client to identify a Candidate or relating to a Candidate already identified, and 'Introduce' and 'Introduced' shall have corresponding meaning
"Hours of Work"	Means the hours of work, if any, as are specified in a Schedule as being the Hours of Work in respect of the particular Assignment
"Pay Rate"	Means the rate of pay as specified on the applicable Schedule, including, where applicable, any Additional Services Pay Rate.
"Off Payroll Rules"	Means the off-payroll tax rules set out in Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003
"PSC"	Means a Supplier which meets or is treated as meeting the conditions in s.61N(9)-(11) of the Off Payroll Rules

"Schedule"	Means the written schedule or schedules detailing the particular Services to be completed by the Consultant or Consultants named therein relating to the particular Assignment detailed therein and setting out the commercial terms agreed between the parties in respect of that Assignment, which may be in the form of the draft set out in the schedule as appended to this agreement.
"SDS"	Means a status determination statement made in accordance with s61NA of the Off Payroll Rules
"Services"	Means the services to be performed by one of more Consultants in respect of any particular assignment as are detailed in the Schedule relating to that Assignment.
"Site Address"	The address specified in a Schedule at which the Services detailed in that Schedule are to be performed.
"Start Date"	Means the date specified as such in a Schedule.
"Supplier"	Means the third party employer, or engager (if any) of the Consultant(s).
"Supply"	Means Lucid's provision to the Client of temporary supply of a Consultant who Lucid engage either directly, or indirectly through a Supplier, and "Supplied" shall have commensurate meaning
"Term"	Means the period commencing on the date of this agreement and ending on the day on which this Agreement shall expire (unless extended or renewed) or shall otherwise terminate for whatever reason.
"Temp to Perm Fee"	Means the fee payable in the circumstances, and calculated in the manner, set out in clause 9 of this agreement.
"Working Day"	Means any day excluding Saturdays, Sundays, and Bank holidays.

- 1.1 Any reference to any clause, sub-clause or schedule is to a clause sub-clause or schedule of this Agreement.
- 1.2 Any reference to any enactment or statutory provision shall be deemed to include a reference to such enactment or statute as extended, re-enacted, consolidated, implemented, or amended and to any subordinate legislation made under it.
- 1.3 Expressions in the singular shall include the plural and, in the masculine, shall include the feminine and vice versa and references to persons shall include corporations and vice versa.
- 1.4 The headings used in this Agreement are for convenience and ease of reference only and shall not be used in the interpretation of this Agreement.

2 Schedules

- 2.1 Lucid and the Client envisage that from time to time during the Term they may enter into one of more Schedules whereby Lucid agree to provide one or more Consultants to the Client in respect of a particular Assignment. It is hereby acknowledged and agreed that there is no minimum number of Assignments that the Client is obliged to offer to Lucid and Lucid shall be under no obligation to accept any Assignment which is so offered. If an Assignment is offered and accepted, then details of the same will be incorporated in a Schedule.
- 2.2. All Schedules shall be deemed to have been made pursuant to this Agreement and the provisions set out in this Agreement shall be incorporated into and form part of each Schedule save to the extent that any terms set out herein are inconsistent with any term contained in a Schedule in which case the terms set out in the Schedule shall prevail.
- 2.3 Lucid shall be entitled to increase the Pay Rate by an appropriate amount in order to meet any obligation under Regulation 5 of the AW Regulations or otherwise where Lucid's costs increase as a result of a requirement to comply with their statutory obligations or in accordance with clause.16.8.
- 2.4 All Schedules shall be drafted by Lucid and submitted to the Client for approval and shall become binding upon both Lucid and the Client on the occurrence of the earlier of either of the following events (save where such Schedule is withdrawn by Lucid prior to the occurrence of that event):
- 2.4.1 the Client signs and returns that Schedule to Lucid; or
 - 2.4.2 one or more Consultants starts to undertake the Services specified in such Schedule and the Client does not indicate to Lucid within 24 hours of such start that it objects to the terms of that Schedule; or
 - 2.4.3 following receipt of the Schedule the Client issues Lucid with a purchase order, or otherwise confirms, whether by email or otherwise that it would like Lucid (or the Consultants concerned) to proceed with the particular Assignment.

3 The Consultant(s)

- 3.1 Lucid shall, subject to the Data Laws, use commercially reasonable endeavours to provide to the Client, if requested, the following information about and documentation relating to each Consultant but Lucid shall not be required to verify the accuracy or authenticity of any such information or documentation (or any information contained in any such documentation) and Lucid shall not be liable in the event that any of the same is inaccurate or is not authentic (save where Lucid knew that it was inaccurate or was not authentic):
- 3.1.1 evidence of each Consultant's identity;
 - 3.1.2 an up to date curriculum vitae;
 - 3.1.3 documentary evidence of any relevant professional qualifications;
 - 3.1.4 references from former employers or businesses for whom any Consultant has worked; and
 - 3.1.5 evidence of membership of any relevant professional body, if relevant to the Services.
- 3.2 Where specific certifications and/or accreditations are required to be held by the Consultant to deliver a set piece of work; the Client shall inform Lucid in writing and Lucid shall be responsible for evidencing the documentation to the Client prior to the Consultant starting the work.

- 3.3 Notwithstanding any information provided in accordance with this clause 3, the Client shall be responsible for satisfying itself of the suitability of each Consultant that it proposes to engage in respect of any particular Assignment, either by means of interviewing the prospective Consultant concerned or by such other method(s) as may be appropriate, and by entering into a Schedule shall be deemed to have satisfied itself of the suitability of the Consultant(s) named therein.
- 3.4 Consultants Supplied by Lucid shall, unless Lucid has informed the Client otherwise, be engaged by Lucid under a contract for services either directly with the Consultant or via a Supplier.
- 3.5 The Client acknowledges and agrees that save where Lucid shall have informed the Client otherwise, the Consultant(s) and Supplier have opted-out of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 in accordance with R 32 (9) ("Opt Out Notice").

4 Control of Consultant(s)

- 4.1 Whilst providing the Services each Consultant shall be under the direction of the Client. Lucid shall require that each Consultant, or where a Consultant is engaged by a Supplier, shall require that each Supplier shall procure that the Consultant, shall follow all reasonable instructions, consistent with the Consultants status and any SDS, received from the Client and its representatives including but not limited to those relating to the nature of the Services and work to be performed, health and safety procedures, site and security procedures, administrative procedures and Client policies (including, but not limited to, internet and email policies).
- 4.2 Consultant(s) will report directly to the Client Representative at the Site Address named in the applicable Schedule.
- 4.3 Lucid shall require that each Consultant, or where a Consultant is engaged by a Supplier, shall require that each Supplier shall procure that the Consultant shall provide their Services during, where specified, the Hours of Work, or otherwise as required for the efficient delivery of the Services.
- 4.4 If the Client requests a Consultant to work directly with an End User, Lucid shall require that each Consultant, or, where a Consultant is engaged by a Supplier, shall require that each Supplier shall procure that the Consultant, shall follow all reasonable requests from the End User as if it were the Client.
- 4.5 The Client shall ensure that all instructions given to any Consultant, either by the Client or the End User, shall be reasonable and clear and consistent with the status of the Consultant and any SDS.
- 4.6 The Client acknowledges and agree that where Clause 16 applies, and an SDS has been issued indicating that arrangements fall outside of the scope of the Off Payroll Rules, the client shall not exercise any supervision, direction or control over the Consultant, and the consultant and Supplier shall, subject to compliance with rules and policies applicable to external contractors, have autonomy over the delivery of the services.

5 Client's Obligations

- 5.1 The Client shall comply with all health and safety legislation and rules relevant to its site and type of work and, save where a Consultant is supplied through a PSC, as if each Consultant were employed by the Client. Where a Consultant is supplied through a PSC the Client shall be responsible for ensuring that all premises and equipment used by the Consultant comply with health and safety requirements and shall carry out appropriate risk assessments.
- 5.2 The Client shall ensure that each Consultant is made aware of all relevant health and safety matters and issued with appropriate safety equipment where necessary.

- 5.3 Where a Consultant is working with an End User the Client will procure that the End User complies with the terms of this clause as if it were the Client
- 5.4 Save where stated otherwise in a Schedule, the Client acknowledges and confirms that for the purposes of the AW Regulations that the Client is the “Hirer” of the Consultant. Consequently the Client agrees that it will comply with the obligations imposed on ‘Hirers’ contained in the AW Regulations, including in respect of any rights which a hirer must apply to an Agency Worker from the first day of assignment under R 12 (rights to shared facilities and R 13 (rights to be informed of job vacancies) and in respect of any obligations under Regulation 17 and shall not do anything which shall cause Lucid to be in breach of its obligations under the AW Regulations.
- 5.5 The Client shall supply Lucid promptly upon reasonable written request with all information and documentation requested by Lucid relating to the Client’s compliance or non-compliance with the AW Regulations concerning any Consultant, or such information as may be required to enable Lucid or any Supplier to comply with their obligations under the Regulations, this includes (but shall not be limited to): provisions of sufficient information to enable Lucid or any Supplier to establish any Comparable Terms that should be applied and the Client acknowledges and agrees that Lucid shall be entitled to rely upon that information and Lucid shall not be liable in the event of any claim that arises from inaccurate information provided by the Client.
- 5.6 Each party shall inform the other in the event that it receives notification of any allegation that either party (or both) have breached or otherwise failed to comply fully with the AW Regulations.

6 Expenses and Additional Services

- 6.1 All expenses incurred by any Consultant which are of a type, and which do not exceed any amounts, agreed in writing in advance by both the Client and Lucid will be paid by the Client to Lucid within 30 (thirty) Days of receipt of an appropriate invoice.
- 6.2 If the Client requires the Consultant to carry out Additional Services these shall be payable in addition at the rate specified in a Schedule, or otherwise agreed in writing in advance, and the Client shall sign off such Additional Services on timesheets in accordance with clauses 7.1 and 7.2.

7 Payment

- 7.1 Lucid shall require that each Consultant or, where a Consultant is provided through a Supplier, shall require that a Supplier procures that a Consultant shall submit to the Client at the end of each week a timesheet detailing all the hours worked by that Consultant in that week, and any claims for expenses incurred by that Consultant together with evidence of that expenditure. Within 3 (three) Working Days of receipt of the same the Client shall sign such timesheets confirming the time worked and expenses claimed. In the event that any time and/or expense claimed on a timesheet is not accepted by the Client as worked or incurred then the parties shall enter into discussions in good faith to try to resolve such dispute. For the avoidance of doubt, a time sheet is confirmation that the work has been performed; accordingly, the Client shall not be entitled to reject or refuse to verify time worked on the basis with any alleged dissatisfaction with the quality of services provided or conduct of the Consultant.
- 7.2 The Client shall be responsible for ensuring that only Authorised Representatives signs the timesheets and Lucid shall not be responsible for ensuring the same and shall be entitled to rely upon timesheets signed by any employee or representative of the Client, whether authorised by the Client or not. The Client agrees that any signed timesheet is conclusive evidence of the Clients acceptance of time worked and/or expenses properly incurred.

- 7.3 Lucid shall be entitled to submit an invoice to the Client on or after the end of each calendar month for the hours worked by each Consultant and any expenses incurred by any Consultant, in each case in any preceding period (save to the extent already invoiced). Such invoice shall be calculated at the Pay Rate in respect of any time worked by a Consultant during any stated Hours of work, and where Services are outside of stated hours, at any stated overtime rate.
- 7.4 Save to the extent that any invoice is the subject of any bona fide query or dispute, the Client shall pay all invoices received from Lucid by direct bank transfer to such account as notified by Lucid to the Client in writing from time to time, within 30 days of the date of invoice. In the event that any invoice is the subject of any bona fide query or dispute then pending resolution of that dispute the Client will pay Lucid all undisputed amounts in accordance with the terms set out in this clause.
- 7.5 In the event that any amount detailed in any invoice is not paid by the due date as specified in clause 7.4 above ('Due Date'), (including any amounts which are initially subject to a query or dispute but which are subsequently agreed or determined to be due to Lucid), the Client shall be liable to pay interest to Lucid on such amount or amounts from the Due Date until actual payment (whether before or after judgment) at the rate of 8% per annum, above the base rate from time to time of Lloyds Bank plc. Such interest shall accrue on a pro-rata daily basis until payment is made.

8 Holidays and Absence

- 8.1 Subject to compliance by the Client with the provisions of this Agreement and subject further to receiving payment from the Client, Lucid shall be responsible for paying all amounts due to the Consultant(s) or to the Supplier(s) in respect of the provisions of the Services provided by the Consultant(s) to the Client. The amount payable by Lucid to the Consultant(s) (or to the Supplier(s)) shall be such amount as may be agreed from time to time between Lucid and the Consultant(s) or the Supplier(s) and shall take into account any amount which Lucid is entitled to retain in respect of its fees or commission. The Client shall not be entitled to query the same or to request any information regarding the same.
- 8.2 All holiday and planned absences by any Consultant must be authorised in writing in advance by Lucid and the Client. Lucid shall be entitled to suspend the Services during any period in which a consultant is unavailable due to any period of statutory leave.
- 8.3 In the event that either Lucid or the Client is informed that any Consultant who has been engaged to provide Services in respect of an Assignment is unavailable to do so due to any unforeseen circumstances (including but not limited to injury or illness) Lucid or the Client (as the case may be) shall inform the other as soon as is reasonably practicable.
- 8.4 Where due to any unforeseen circumstances any Consultant has been unable to or is unlikely to be able to provide the Services for a continuous period of 5 (five) Working Days or more, Lucid shall, at the Client's request, use reasonable endeavours to replace the Consultant with an equivalent and suitable Consultant within 5 (five) working days. In the event that Lucid is unable to find a replacement Consultant within such timescales the Client shall be entitled to engage the services of an alternative employment business to find a replacement and the Schedule shall be modified accordingly.
- 8.5 In the event that any Consultant is absent from the Site without explanation the Client shall inform Lucid and Lucid shall use reasonable endeavours to determine the reason for such absence.

9 Temp to Perm fees

9.1 If the Client or the End User, or any of their Associates, enters into a Direct and Permanent employment with, any Candidate Introduced by Lucid within the Relevant Period, the Client shall pay Lucid the Temp to Perm Fees calculated in accordance with clause 9.2 below. This Clause 9 will remain in effect even if this agreement is terminated.

9.2 The Temp to Perm Fee shall be calculated

a) in the case that the employment occurs during or after a Supply, according to the number of weeks that the Consultant concerned has worked for the Client and/or the End User under either:

- (i) the terms of the then current Schedule applicable to that Consultant; or
- (ii) where the Consultant is not currently working for the Client under a Schedule but has done so in the past 12 months, the terms of the most recent Schedule applicable to that Consultant;

and in either case shall be based on the starting salary or anticipated 1st year's earnings of such Consultant (whichever is greater). the Temp to Perm Fee shall be ascertained in accordance with the following:

<u>No. of Weeks worked</u>	<u>Fee</u>
• 0-13 weeks	35%
• 14-26 weeks	30%
• 27-39 weeks	25%
• 40-52 weeks	20%
• 53 weeks +	15%

b) where a Candidate has not been Supplied, 25%, of the greater of, the Candidates starting salary or anticipated 1st year earnings

9.3 In the case where there is no Opt Out Notice the Client may give Lucid written notice that the Client elects to take the Consultant for an extended period of hire of no less than 12 months (Optional Hire Period). The terms of any Optional Hire Period being no less favourable to the Client as those that were applicable to the most recent Assignment. At the end of the Optional Hire Period the Client may employ the Consultant with no Temp to Perm Fee payable. In the event that the Optional Hire Period is terminated early for any reason other than the fault of Lucid, upon any subsequent engagement of the Consultant within the Relevant Period the full Temp to Perm Fee shall be payable.

9.4 Relevant Period shall mean

a) where the Engagement occurs during or after Supply

(i) in a case where there is an Opt Out Notice, 12 months from the last day of an Assignment of the Consultant or

(ii) in a case where there is no Opt Out Notice, the period within the later of the 14 weeks from the first day of Supply (disregarding any supply that ended more than 42 days before a new supply) or 8 weeks from the last day of Supply

b) where there has been no Supply, 12 months from the date of Introduction of the Candidate

10 Liability

- 10.1 This clause sets out the entire liability of each party (including any liability for the acts, defaults, neglect or omissions of its employees, agents, and sub-contractors) in respect of any breach of the Agreement and/or any tortious statement, act or omission including negligence arising under or in connection with this Agreement.
- 10.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 10.3 Nothing in this Agreement excludes or limits the liability of either party for death or personal injury caused by negligence and/or for any matter in respect of which it would be illegal for either party to exclude or attempt to exclude its liability and/or for fraud or fraudulent misrepresentation.
- 10.4 Lucid shall have no liability for any losses (of whatever nature and howsoever incurred) suffered by the Client and/or any End User arising out of the provision of the Services by any Consultant or Supplier or the failure by any Consultant or Supplier to provide the Services or arising due to manner in which any Consultant or Supplier performs the Services or arising due to any other acts or omissions of any Consultant or Supplier.
- 10.5 Save as set out in clause 10.3 and subject in any event to clause 10.4 and 10.7, Lucid's total liability arising in connection with the performance or contemplated performance of this Agreement, howsoever such liability may arise (and including but not limited to liability arising in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise), shall be limited to £1,000,000 in respect or any one occurrence or series of occurrences.
- 10.6 Save as set out in clause 10.3 and subject in any event to clause 10.7, the Client's total liability arising in connection with the performance or contemplated performance of this Agreement, howsoever such liability may arise (and including but not limited to liability arising in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise), shall be limited to £1,000,000 to Lucid in respect or any one occurrence or series of occurrences, provided always that nothing in this clause 10.6 shall limit the liability of the Client to pay any fees and/or expenses that are properly due to Lucid pursuant to this Agreement.
- 10.7 Neither party shall be liable to the other party for any indirect or consequential losses including any pure economic loss, loss of profit, loss of income, loss of business, or depletion of or damage to goodwill or reputation, however caused or arising, which arise out of or in connection to this Agreement.

11 Insurance

- 11.1 The Client shall maintain public liability insurance for the duration of this Agreement for an amount not less than £5,000,000 per claim which shall include cover in respect of the death of or injuries suffered by any Consultant whilst engaged in providing the Services. Such insurance shall be underwritten by a reputable insurer and the Client shall provide evidence of such insurance upon being requested in writing to do so.
- 11.2 Lucid shall maintain professional indemnity insurance for the duration of this Agreement for an amount not less than £5,000,000 per claim. Such insurance shall be underwritten by a reputable insurer and Lucid shall provide evidence of such insurance upon being requested in writing to do so.

12 Confidentiality

- 12.1 Each party shall procure that all Confidential Information relating to the other party and/or to any Supplier and/or any Consultant or Candidate shall at all-time be kept secret and confidential and shall not be disclosed to any third party or otherwise used for any purposes other than those required or permitted by this Agreement or in accordance with the instructions of the owner of that information.
- 12.2 Each party agrees to comply with the obligation under clause 12.1 for a period of 2 (two) years from the date of termination of this Agreement, or for as long as the Confidential Information remains confidential, whichever is longer.
- 12.3 Each party shall promptly notify the other if any Confidential Information is required by law to be disclosed and shall co-operate with the other regarding the manner of such disclosure (but without prejudice to any obligation to comply with any law).
- 12.4 The obligations of confidentiality shall not apply to any information which:
- 12.4.1 is or becomes generally known to third parties (other than as a result of a breach of the provisions of this Agreement); or
 - 12.4.2 which is already lawfully in, or which comes lawfully into, the party's possession other than under this Agreement; or
 - 12.4.3 is independently developed by the other party.
- 12.5 The provisions of this clause 12 shall survive termination of this Agreement for a period of 2 years.

13 Data Protection

- 13.1 Each party, agrees, that save where expressly agreed otherwise in writing, the capacity of each Party shall be that of controller as defined by the Data Protection Laws and each Party shall be responsible for its own compliance with the Data Protection Laws.
- 13.2 In providing the Services, it is acknowledged that Lucid may be required to disclose to the Client personal data relating to Candidates, Lucid's own staff and other third parties with whom Lucid has dealings in providing its services.
- 13.3 The Client shall ensure that any personal data disclosed by Lucid shall be kept securely and will not be used for any reason unrelated to the provision of the services under this Agreement.
- 13.4 Any information disclosed by the Client to Lucid may be disclosed by Lucid to third parties with whom Lucid may deal in respect of the performance of its services, including Candidates and Suppliers, and where disclosure is required to meet statutory obligations and to the extent that is required in order that Lucid may provide its services.
- 13.5 The parties agree to co-operate in the event of any request by a data subject made in furtherance of their rights under the Data Protection Laws, or in the event of any complaint or investigation by the Information Commissioners Office or other regulatory authority
- 13.6 The Client warrants that it shall at all times comply with the Data Protection Laws in respect of personal data provided by Lucid and that it has in place appropriate technical and organisational measures to protect against accidental or unlawful destruction, loss, alteration or unauthorised disclosure or access to personal data.

14 Duration

- 14.1 This Agreement shall commence on the date of this agreement and shall expire if terminated in accordance with clause 15.

15 Termination of Agreement and Schedule

- 15.1 Lucid and the Client may terminate this Agreement at any time without liability for compensation by giving written notice to the other such notice to expire on the later of either: (i) ninety (90) days after the date on which such notice was served; or (ii) the Working Day falling immediately after the latest End Date specified in any Schedule in force at the time such notice is served or which is entered into after the date on which such notice is served.
- 15.2 Either Lucid or the Client may, by written notice to the other, terminate this Agreement with immediate effect, without any liability for compensation if:
- 15.2.1 the other commits any material breach of any provision of this Agreement, which is not capable of being remedied, including any breach of the confidentiality provisions set out in clause 12; or
 - 15.2.2 the other commits any material breach of any provision of this Agreement which is capable of being remedied and does not remedy that breach within 30 days of the receipt of a notice from the non-breaching party requiring the breach to be remedied; or
 - 15.2.3 a resolution is passed by or an order is made in respect of the other for its winding up (otherwise than for the purposes of solvent amalgamation or reconstruction) or if the other becomes subject to an administration order, or if a receiver or administrative receiver is appointed in respect of all or some of the assets of the other, or if the other is dissolved or (if the other is an individual) the other is declared bankrupt; or
 - 15.2.4 the other ceases or threatens to cease to carry on business in the United Kingdom.
- 15.3 Lucid may terminate a Schedule by giving written notice to the Client to terminate that Schedule provided that the period between giving of that notice and the date on which it takes effect shall not be less than the notice period stated in that Schedule. Lucid may also by written notice terminate a Schedule at any time with immediate effect, without any liability for compensation if:
- 15.3.1 the Supplier or Consultant concerned cancels or otherwise terminates, for whatever reason, its agreement with Lucid; or
 - 15.3.2 any information given to Lucid by the Consultant or the Supplier and supplied to the Client under clause 2 proves to be incorrect or changes, or if the Consultant proves to be unsuitable.
 - 15.3.3 the Client is in material breach of any of its obligations under this Agreement
 - 15.3.4 continuation of Services would be detrimental to either party or a Consultant
 - 15.3.5 the Client issues a revised SDS in accordance with clause 16.4 or advises Lucid that an Exempt Statement is no longer correct in accordance with clause 16.5 or otherwise where Lucid has reason to believe that an SDS or Exempt Statement may be incorrect

- 15.4 The Client may terminate a Schedule by giving written notice to Lucid to terminate the Schedule, provided that the period between the giving of that notice and the date on which it takes effect shall not be less than the notice period stated in that Schedule. The Client may also by written notice terminate a Schedule with immediate effect if:
- 15.4.1 within the first 10 (Ten) Working Days following the Start Date specified in that Schedule the work of the Consultant in providing the Services fails to meet the standards required by the Client and Lucid is unable to provide a replacement Consultant within 5 (five) Working Days of the Client giving such written notice to Lucid; or
 - 15.4.2 the Consultant fails to meet the requirements of the Client's security checking procedures; or
 - 15.4.3 the Consultant provides or attempts to provide the Services under the influence of alcohol or drugs; or
 - 15.4.4 it is proven that the Consultant is guilty of dishonesty, gross incompetence, gross disobedience, consistent unruly behaviour or any similar misconduct.
- 15.5 The termination of a Schedule shall be without prejudice to the provisions of this Agreement and each and every other Schedule then in force which, notwithstanding the termination of such Schedule, shall continue in full force and effect.
16. **Off Payroll**
- 16.1 This section applies where Consultants are supplied through a Supplier which is a PSC
- 16.2 Where it has been agreed that a Consultant shall be supplied through a PSC the Client agrees that it shall provide Lucid with a statement as to whether it is exempt from the Off Payroll Rules because it is either a small company or has no UK connection ("Exempt Statement")
- 16.3 Save where the Client has made an Exempt Statement, the Client agrees that it shall prior to the start of an Assignment provide Lucid with an SDS.
- 16.4 Where during an Assignment the Client has reason to believe that the conclusion of an SDS is no longer correct, the Client shall notify Lucid as soon as possible of this fact and issue a revised SDS.
- 16.5 Where the Client has made an Exempt Statement the Client shall inform Lucid as soon as possible if this is no longer correct.
- 16.6 The Client acknowledges and agrees that Lucid shall be entitled to rely on an Exempt Statement and or any SDS and may treat payments to the PSC in accordance with that information.
- 16.7 Where an Exempt Statement or SDS is deemed to have been incorrect by HMRC or other authority, the Client agrees to indemnify, and keep indemnified, Lucid against any claims or demands made by HMRC or other authority, including any fines penalties and reasonable costs incurred.
- 16.8 Where the Client provides Lucid with a revised SDS or otherwise notifies Lucid that an Exempt Statement is no longer correct, in accordance with clauses 16.4 and 16.5, otherwise Lucid has reason to believe that an SDS or Exempt Statement is incorrect Lucid may at its discretion increase any fees to account for any additional costs that may be incurred as a result or terminate a Schedule in accordance with clause 15.3.5

17 Consequences of termination

17.1 Upon termination of this Agreement for whatever reason:

17.1.1 The Client shall immediately return to Lucid all property and materials belonging to the Supplier and/or any Consultant and/or to Lucid unless Lucid requests otherwise.

17.1.2 The Client shall immediately pay all unpaid invoices and expenses (if any) in respect of any Services provided up to and including the date of termination.

17.1.3 The Client shall pay any Temp to Perm Fee invoiced prior to or after the date of termination within 30 (thirty) Days of the date of the relevant invoice from Lucid.

17.1.4 Save where clause 17.2 applies the Consultants shall immediately cease to provide the Services

17.2 Upon the expiration of this Agreement or upon the expiration of any notice to terminate under clause 15.1 Lucid shall (if requested to do so by the Client) use all reasonable endeavours to procure that all Consultants who are providing Services to the Client at the time of such expiration or the expiration of such notice, shall continue to provide the Service for so long as the Client may reasonably require but not beyond any End Date specified in the applicable Schedule. In such circumstances Lucid shall be entitled to continue to invoice the Client accordingly in a like manner to that set out in clause 7 above. Lucid shall not be obliged to comply with any request made pursuant to this clause and shall be entitled to cease to comply if at the time of the expiration of this agreement or at the time any notice to terminate under clause 15.1 expires, or at any time thereafter, the Client is or continues to be in breach of any term of this Agreement.

17.3 This clause 17 shall survive termination of this Agreement

18 Non-Solicitation and restriction on engagement of Consultants

18.1 The Client covenants with Lucid that save as set out in this Agreement, it (and its Associates) shall not, and it shall procure that each End User and Associates shall not, at any time either during the Term or for a period of 12 (twelve) months following the expiration or termination (for whatever reason) of this Agreement, either directly or indirectly:

- (i) enter into any contract or other arrangement with any Consultant or Supplier who was Introduced and/or Supplied to the Client by Lucid in the preceding 12 months; or
- (ii) enter into any contract or other arrangement with any third party under the terms of which that or any other third party makes available to the Client or to the End User the services of any Consultant who was Introduced and/or Supplied to the Client by Lucid in the preceding 12 months; or
- (iii) procure or facilitate either (i) or (ii) above by any other person;

provided that subject to the provisions of clause 9, nothing in this clause 18.1 shall prevent the Client or the End User from entering into Direct and Permanent Employment with any Consultant. The Client acknowledges and agrees that where there is a breach of this clause 18.1, Lucid will suffer damage or loss and it is further acknowledged that it would be impossible or prohibitively difficult to comprehensively quantify such loss and it is therefore agreed that where there is a breach of this clause 18.1 the Client shall pay Lucid, without prejudice to any other rights that Lucid may have including those under clause 18.3, by way of liquidated damages an amount equivalent to 50 times the daily rate of that Consultant. The Client acknowledges and agrees that this is reasonable and proportionate and a genuine estimate of losses that are likely to be suffered by Lucid.

18.2 Each party hereby covenants with the other it shall not at any time either during the Term or for a period of 12 (twelve) months following the expiration or termination (for whatever reason) of this Agreement, employ or engage in any capacity, either directly or indirectly, any person who was at the time of such termination or at any time during the period of 12 months preceding such termination, an employee of the other who had any material involvement with this agreement or any services provided hereunder. The parties agree that Lucid shall not be in breach of this clause by the provision of work finding services to any employee of the client following either a request by that individual for a service, or a response to a general advertisement, or if that employee was already in receipt of the services of Lucid at the date of this agreement.

18.3 Each party acknowledges and accepts that any breach of Clauses 18.1 or 18.2 could cause injury to the other party and that monetary damages may not be an adequate remedy. In the event of a breach or threatened breach of Clause 18.1 or 18.2, the other party shall be entitled to apply for injunctive relief in any court of competent jurisdiction provided always that nothing contained in this clause shall be construed as prohibiting the other party from pursuing any other remedies available to it for breach or threatened breach.

19 Force Majeure

19.1 Each party shall be released from its obligations under this Agreement for so long as it is prevented from fulfilling the same due to any circumstances which are beyond the reasonable control of that party including, without limitation, acts of God, governmental actions, war, or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock outs, strikes or other labour disputes. Where such circumstances continue for a period of 30 (thirty) days or more either party shall be entitled to terminate this agreement by written notice to the other. Such notice shall take effect immediately upon receipt.

20 Third Party Rights

20.1 The parties to this Agreement do not intend that any term of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not party to it.

21 Severability

21.1 If any provision of this Agreement is found by any court, tribunal, or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable, or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable, and the remaining provisions of this Agreement and the remainder of such provision shall continue in full force and effect.

22 Variation

22.1 In the event of any variation to this Agreement Lucid shall prepare a document reflecting the variation and dispatch it to the Client. In the event that the Client shall not object to such document it shall take effect (and the terms of this Agreement shall be deemed to have been amended accordingly) 5 (five) Working Days after receipt.

23 Assignment

23.1 Neither party shall be entitled to assign this Agreement or any part of it without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

24 No partnership

- 24.1 Nothing in this Agreement shall be construed as constituting a partnership between the parties.
- 24.2 Nothing in this Agreement shall be construed as constituting a partnership between Lucid and the Client or as rendering Lucid the Supplier and/or any Consultant as the agent or employee of the Client or End User.

25 Waiver

- 25.1 Failure or delay by Lucid in enforcing or partially enforcing any provision of this Agreement shall not be construed as a waiver of any of its rights under this Agreement.
- 25.2 Any waiver by Lucid of any breach of, or default under, any term or provision of the Agreement by the Client shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Agreement.

26 Notice

- 26.1 All communications pursuant to this Agreement shall be in writing and delivered by hand, pre-paid first-class post or email to the addresses notified by each party from time to time.
- 26.2 Communications shall be deemed to have been received:
- 26.2.1 on the day of delivery if delivered by hand;
 - 26.2.2 2 (two) Working Days after posting if delivered by pre-paid first class post;
 - 26.2.3 at the time of transmission if sent by electronic mail on any Working Day prior to 4pm, otherwise on the next Working Day.

27 Law and Jurisdiction

- 27.1 The formation, existence, construction, performance, validity, and all other aspects of this Agreement shall be governed by English law.
- 27.2 The parties to this Agreement submit to the exclusive jurisdiction of the English Courts.

28 Entire Agreement

- 28.1 The terms and conditions of this Agreement and the appendices hereto, and any documents referred to in it, constitute the entire agreement between the parties and supersede any previous agreement between the parties and may not be varied save in accordance with clause 22.1.
- 28.2 Save as provided for in clause 2.2, if there is any disagreement between the Agreement and the appendices or any other document referred to in them, the terms and conditions of this agreement shall prevail.



Signed by a duly authorised person for and on behalf of Lucid Support Services Limited

Signature:

Name: **Alun Jones**

Position: **Managing Director**

Date: ****

Signed by a duly authorised person for and on behalf of COMPANY NAME (2)

Signature:

Name: ****

Position: *****

Date: *****



Appendix A

Schedule Template

Schedule N^o: 00 **** **CLIENT REF** Lucid Dated: ****

Between

Lucid Support Services Limited, company registration no 04419473, whose registered office is at 8 Clarendon Drive, Wymbush, Milton Keynes, England, MK8 8ED ("Lucid")

And

Company Name, company registration no *****, whose registered office is based at **Client Registered Office**

("the Client")

This Schedule is entered into pursuant to an agreement between Lucid and the Client dated **Date of Services Agreement**

The provisions set out in the Services Agreement shall be incorporated into and form part of this Schedule

Brief Description of Assignment	**** required for ** working days, as requested by ***
PSC Supplier	Yes/No
Consultant(s) to be supplied	**
Description of Services to be performed by Consultant (s)	Insert details of Services
Deliverables (if any)	Insert details of any deliverables
Hours of Work (if specified)	** hours per day
Additional Services	Insert details (if any) of any Additional Services which will attract Pay Rate (Additional Services)
Pay Rate (standard) (exclusive of VAT)	£*** per day
Pay Rate (Additional Services) (exclusive of VAT)	£*** Insert pay rate for Additional Services (where agreed)
Expenses	Insert any agreed expenses payable
Start Date of Assignment	**/**/****
End Date of Assignment	**/**/**** [being the estimated date for completion of the Assignment, or such alternative date as may be agreed by the Parties]
Name and contact details of Client Representative	***
Name and contact details of Lucid Representative	***
Site Address	***
Notice Period required to terminate the Assignment referred to in this Schedule	** weeks notice maybe given by Lucid and ** weeks notice by the Client
Any other special terms agreed by the parties in respect of the Assignment	****

This agreement is subject to the terms and conditions within Services Agreement dated: Date of Services Agreement



Acceptance

Please confirm acceptance of the Schedule by signing below. The following shall also constitute the Clients acceptance of this Schedule, whether or not signed by the Client

- The Consultant(s) starts to undertake the Services and the Client does not indicate to Lucid within 24 hours of such start that it objects to the terms of that Schedule
- Upon receipt of the Schedule the Client issues Lucid with a purchase order, or an email confirming that it would like Lucid (or the Consultants concerned) to proceed with the particular Assignment

Signed for and on behalf of
Lucid

Signed for and on behalf
of the Client

Name :
Position:
Date:

Name :
Position:
Date: