

SOURCING, INTRODUCTION AND SUPPLY OF PSC SUPPLIERS AND UMBRELLA CONTRACTORS

Between:

- (1) La Fosse Associates Limited (Company No: 6729790) a company incorporated in England and Wales whose registered office is 1st Floor, 11-19 Artillery Row, London, SW1P 1RT (the "**Company**"); and
 - (2) **X** (Company No: **X**) a company incorporated in England and Wales whose registered office is **X** (the "**Client**").
- (each a "**Party**" and together the "**Parties**").

Background:

- (A) The Company is in the business of sourcing, introducing and supplying the services of temporary workers and independent service providers to fulfil its clients' service requirements.
- (B) This Agreement is a framework agreement, the terms of which shall apply to any and each Service Order agreed between the parties.

It is agreed as follows:

1. Definitions and interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following definitions shall apply:

"Agency Worker" has the meaning given under Regulation 3(1) of the AWR.

"Agreement" means the agreement between the Company and the Client comprising the terms set out in this document including each Service Order.

"Applicable Law" means the laws of England and Wales and any other laws or regulations, regulatory policies, statutes, guidelines or industry codes which apply to the supply of the Services from time to time;

"Applicant" means a person in respect of whom, or in respect of whose skills or services, information is provided by the Company (or any company within the Company's Group) to the Client.

"AWR" means the Agency Workers Regulations 2010.

"Business Day" means any day (other than Saturday or Sunday) on which clearing banks are open for business in London.

"Client's Group" means the Client, anybody corporate of which the Client is a subsidiary (as defined in section 1159 of the Companies Act 2006), any other subsidiary of such body corporate and any subsidiary of the Client.

"Company's Group" means the Company, anybody corporate of which the Company is a subsidiary (as defined in section 1159 of the Companies Act 2006), any other subsidiary of such body corporate and any subsidiary of the Company.

"Comparator Terms" means the basic and working employment conditions of an individual as of day one of the qualifying period to which an individual would be entitled (including pay, duration of working time, night work rest periods, rest breaks and annual leave) if they were employed or engaged directly by the Client (including any variations in those relevant terms and conditions made at any time after day one of the qualifying period).

"Comparable Pay" means the Pay which would be payable under the relevant Comparator Terms.

"Conduct Regulations" means The Conduct of Employment Agencies and Employment Businesses Regulations 2003 (SI 2003/3319) as may be amended from time to time.

"Confidential Information" means any non-public, proprietary, or sensitive information disclosed by one party to the other, whether in writing, orally, or by any other means, that is marked or otherwise identified as confidential, or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. This includes, but is not limited to, business plans, financial data, customer information, technical data, and trade secrets.

"Contractor" means as specified in the relevant Service Order and any substitute thereof.

"Data Protection Laws" means any regulations in any relevant jurisdiction relating to the use or processing of personal data including: (i) EU Regulation 2016/679 as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the "UK GDPR"); (ii) the Data Protection Act 2018 ("DPA"); and (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003; in each case, as updated, amended or replaced from time to time; and the terms "Data Subject", "Personal Data", "processing", "processor" and "controller" shall have the meanings set out in the UK GDPR.

"Fee Rate" means the fee as defined in the relevant Service Order.

"Force Majeure" means any cause preventing a party from performing any or all of its obligations arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the party so affected.

"Initial Term" means 3 years from the Commencement Date

"Intellectual Property Rights" or **"IPR"** means any patent, copyright (including copyright in software), decryption right, trade mark, service mark or trade name, right in software, right in design, utility model, right in databases (including the right to prevent the extraction or reutilisation of information from a database), topography right, image right, moral right, right in an invention, right relating to passing off, domain name and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in any country in the world.

"Inside IR35" means where the circumstances under which the Contractor will provide the Services under a Service Order are such that the requirements set out in sections 49 and 50 or s61M (1), s61O or s61P of the Off Payroll IR35 Legislation are satisfied.

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

"Introduction" means the earlier of the interview by the Client of the Applicant or the passing by the Company to the Client (and/or any Client Group company) of information which identifies or relates to any Applicant. **"Introduces"** and **"Introduced"** shall have the corresponding meaning.

"Loss" means any demand, contribution, claim, action, proceeding, liability, loss, damage, costs, expenses, tax, national insurance contributions (to the extent permitted by law) and charges and any related penalties, fines or interest whatsoever whether founded in statute, contract, tort or otherwise made or brought against or incurred (including without limitation all losses, liabilities and costs incurred as a result of defending or settling any claims); the term **"Losses"** shall be construed accordingly.

"Off Payroll IR35 Legislation" means the legislation known as the Off-Payroll Working Legislation, including under ITEPA Part 2 Chapter 8 (Application of Provisions to Workers Under Arrangements Made by Intermediaries) and, (Application of Provisions to Workers' Services Provided Through Intermediaries to Small Clients) or, as applicable, Part 2 Chapter 10 (Workers' Services Provided to Public Sector) and, (Workers' Services Provided Through Intermediary to Public Authority or Medium or Large Client); s688AA of ITEPA; and any regulations that may be implemented in accordance with the Off Payroll IR35 Legislation.

"Outside IR35" means where the circumstances under which the Contractor will work on the Services under a Service Order are such that the requirements set out in sections 49 and 50 or s61M, s61O or s61P of the Off Payroll IR35 Legislation are not satisfied.

"PSC Supplier" means the supplier company as set out in the relevant Service Order being an "intermediary" as defined in sections 49, and 51(1) to (5) or section 61N(9), subsections (9) to (12) of ITEPA and any future updating reference, including (without limitation) a company commonly known as a personal service company in which the Contractor has a beneficial interest. **"PSC"** shall be construed accordingly.

"Services" means as defined in the relevant Service Order.

"Status Determination Statement" or **"SDS"** means a statement by the Client confirming whether, in its opinion, the circumstances under which the PSC Supplier will provide/provides the services under the Service Order fall Inside IR35 or Outside IR35.

"Umbrella Company" means a company which engages an Umbrella Contractor under a contract of service and treats all payments made to the Umbrella Contractor as employment income and subject to PAYE and National Insurance Contributions and where such Umbrella Contractor is not a shareholder, director, partner the member of the umbrella company.

"Umbrella Company" means a company which engages an Umbrella Contractor under a contract of employment and treats all payments made to the Umbrella Contractor as employment income and subject to PAYE and National Insurance Contributions and where such Contractor is not a shareholder, director, partner the member of the umbrella company.

Certain terms in this Agreement will or will not apply depending on whether the Conduct Regulations apply. The Client will be notified in the relevant Service Order as to whether the Contractor has opted out.

- 1.2 Each term starting with a capital letter and not defined in clause 1.1 or elsewhere in this Agreement is as defined in the relevant annex.
- 1.3 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement) and all subordinate legislation made (before or after the date of this Agreement) under it from time to time.
- 1.4 Where the context permits, words denoting:
 - (a) persons shall include bodies corporate and unincorporated associations of persons;
 - (b) the singular includes the plural and vice versa; and
 - (c) one gender shall include any gender.
- 1.5 The terms of this Agreement shall apply (and shall be deemed to be accepted by the Client) as from the earlier of:

- (a) the Client's request to the Company to supply any of the services; and
 - (b) the date on which the Company first Introduces the Applicant to the Client;
- such date being the "**Commencement Date**" and shall apply thereafter in relation to each Service Order made under this Agreement.

2. **The Client's obligations**

2.1 The Client warrants and confirms that it has given to the Company sufficient information in order for the Company properly to provide its services, including but not limited to:

- (a) the identity of the Client and, if applicable, the nature of the Client's business;
- (b) the date on which the Client requires provision of the Services to commence and the duration or likely duration of provision of the Services;
- (c) details of the Services including, but not limited to, the type of work, the location at which and the hours during which the Services are to be provided, any risks to health and safety known to the Client and the steps taken by the Client to prevent or control such risks; and
- (d) any specific risks to health and safety in relation to the location(s) or specific experience required for a person to work at the location(s).

2.2 In addition, the Client warrants and undertakes that:

- (a) it will ensure that all such information it provides as part of the SDS or any request for information or otherwise shall be accurate, up to date and complete;
- (b) the Company shall be entitled to rely on the SDS to make a decision as to whether to pay the PSC Supplier gross or engage the individual as an Umbrella Contractor;
- (c) it will allow the PSC Supplier and/or Contractor(s) to determine how the Services are performed;
- (d) it will not allow or request a PSC Supplier and/or Contractor(s) to undertake any work which is outside the scope of the Service Order; and
- (e) it acknowledges that any PSC Supplier shall be entitled from time to time to use a substitute to perform the Services provided such substitute shall be suitably qualified, skilled and experienced to do the work.

2.3 The Client shall notify the Company without delay whenever it has reason to believe that any of the following apply:

- (a) the circumstances under which the Contractor(s) provides or will provide Services has or will change such that the outcome of the SDS would be different to that previously notified or otherwise indicated to the Company;
- (b) the Client issues a new SDS which changes the assessment from Outside IR35 to one of Inside IR35;

2.4 The Company shall be entitled to terminate the Service Order by written notice to the Client with immediate effect if:

- (a) it does not receive a SDS from the Client; or
- (b) it has reasonable grounds to believe that the circumstances under which the Service Order and/or the nature of the Service Order has changed and/or require re-assessment; or
- (c) the Client updates or issues a new SDS or otherwise issues a SDS which is different to that originally indicated by the Client to the Company.

- 2.5 The Client shall co-operate with the Company's reasonable requests for information in the event that HMRC and/or the Contractor(s) challenge the SDS and/or any payment(s) the Company pays to the PSC Supplier(s) in respect of the Services.
- 2.6 The Client hereby acknowledges and agrees that supply of Services by a PSC Supplier under this Agreement are intended to be made by independent contractors providing their services in a way which the parties reasonably expect will be assessed by the Client as falling Outside IR35. Notwithstanding this understanding and without prejudice to any of the other provisions of the Agreement, if the Client fails to provide a SDS prior to the relevant Start Date or if the SDS indicates the way in which the Contractor works/will work is/will be Inside IR35 the Company reserves the right to engage the contractor as an Umbrella Contractor until such time as the Client shall issue an Outside IR35 in respect of that contractor.
- 2.7 The Client shall:
- (a) check and sign or electronically verify timesheets (in a form approved by the Company) verifying the number of hours worked by the Contractor and evidencing satisfactory performance Services; and
 - (b) notify the Company immediately if it is dissatisfied with the performance by the Contractor and, for the avoidance of doubt, the Client has no authority to discipline any Contractor or to terminate the provision of the Service Order via any Contractor.

3. The Company's obligations

- 3.1 The Company will use its reasonable endeavours to procure that the Services will be provided during the relevant period when as agreed with the Client.
- 3.2 The Company will use its reasonable endeavours to procure that the Services:
- (a) are provided in accordance with good industry practice;
 - (b) comply with the Client's reasonable requirements as may be notified by the Client to the Company from time to time; and
 - (c) comply with all relevant Client regulations, policies and protocols as notified by the Client to the Company from time to time, including on health and safety and security.
- 3.3 Prior to the commencement of each Service Order, the Company shall co-operate with the Client in relation to any request for information regarding the way in which the Contractor works/will work.
- 3.4 During the term of the Service Order the Company shall engage the PSC Supplier or Umbrella Company on a contract for services and be solely responsible for all payments due to either the PSC Supplier and/or the Umbrella Company in respect of all services provided.

4. Substitution & Replacement

- 4.1 The Client acknowledges and agrees that the PSC Supplier shall be entitled from time to time to delegate the performance of the Services to or otherwise use the services of a suitably qualified, skilled and experienced substitute contractor.
- 4.2 If within 24 hours of the Start Date of the Service Order Contractor fails in the reasonable opinion of the Client to perform the relevant Services satisfactorily, the Client shall notify the Company in writing to that effect and the Company will use its reasonable endeavours to procure that a suitable replacement Contractor is available to perform the Services as soon as possible. If no such substitute is available within 2 Business Days after receipt by the Company of the Client's written notification of unsatisfactory performance, then the Client may terminate the

relevant Service Order by written notice in accordance with the relevant notice period.

5. Fees and Invoicing

- 5.1 The Company will be entitled to issue invoices in respect of the Services performed under the Service Order during the relevant invoicing period plus its margin.
- 5.2 Unless otherwise agreed in writing by a director of the Company the Company will not be obliged to make any rebates or refunds of Fees or other sums payable to the Company by the Client.
- 5.3 All amounts due under this Agreement shall be paid in full without any deduction or withholding other than as required by law. The Client shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part.
- 5.4 Unless otherwise agreed by the Company, all payments due to it under this Agreement shall be paid by direct bank transfer to the Company's bank account.
- 5.5 The Company shall apply and charge the Client interest on any overdue amount in accordance with the Late Payment of Commercial Debt (Interest) Act 1998. In the event an invoice remains unpaid after 14 days of the due date or, in the reasonable opinion of a reputable credit insurer of the Company's choice, the Client's credit rating is not satisfactory, the Company may, at its own discretion, elect to either migrate to a margin only agreement or initiate advanced payment meaning 20 working days shall be invoiced in the 1st week of each month in relation to each individual Service Order.
- 5.6 All amounts payable under this Agreement (including, for the avoidance of doubt, those set out in the Service Orders) are exclusive of value added tax and any other like taxes applicable to a location(s), which shall be payable by the Client at the rate prevailing at the time and accounted to the relevant taxation authority by the Company.
- 5.7 Unless otherwise agreed in writing, the Company shall be entitled to invoice the Client on the basis of the Invoicing Frequency set out in the relevant Service Order and such invoices shall be payable by the Client on the Payment Terms set out in the Service Order.
- 5.8 For the avoidance of doubt, in the calculation of the sums due to the Company a timesheet, signed by a representative of the Client, shall be conclusive evidence that the Services have been performed to the satisfaction of the Client. If the Client disputes the invoiced charges, it shall inform the Company within 2 days and in any event, no later than 5 days from the date of the disputed invoice and shall co-operate with the Company to establish the Services performed by the Contractor in the period to which the disputed invoice relates. Failure by the Client to sign or otherwise approve a project service delivery record does not absolve the Client from its obligation to pay the Company the fees in accordance with this clause 5.
- 5.9 Where applicable, should the Client fail to provide the Company with a valid PO number within five (5) business days of request, the Company shall be permitted to invoice the Client regardless and the Client agrees that all amounts shall be due and payable as set out in this Agreement.

6. Direct Engagement

- 6.1 If the Client or the Client Group engages the Contractor either during the Service Order or within the period of six months from and after the End Date of the Service Order the Client shall pay to the Company a Conversion Fee set out in the Service Order. No refund of the Conversion Fee will be paid in the event that the engagement subsequently terminates.

- 6.2 If, following an Introduction by the Company, the Applicant is engaged by the Client in a permanent position rather than a contract role, the Client agrees to pay the Company a fee equivalent to 25% of the Applicant's first year base salary. This fee shall become payable upon the commencement of the Applicant's permanent employment and is subject to the Company's standard payment terms.

7. Termination

- 7.1 This Agreement shall continue for the Initial Term unless terminated:

- (a) by written notice with immediate effect by the Company if:
 - (i) there is any breach of this Agreement by the Client, which is, in the reasonable opinion of the Company:
 - (A) capable of being remedied and the Client fails to remedy the breach within 7 days of receiving written notice from the Company,
 - (B) incapable of being remedied or
- (b) by 5 Business Days' written notice by the Company if there is any other serious or repeated breach of this Agreement by the Client, which is, in the reasonable opinion of the Company, capable of remedy and which is not remedied within 10 Business Days after an earlier notice requiring it to do so; or
- (c) by written notice with immediate effect by either party if that party shall become unable to commence, continue or completely perform its obligations under this Agreement by reason of illness, injury, other incapacity or by reason of Force Majeure affecting that party, which is not within that party's reasonable control; or
- (d) by written notice with immediate effect by either party if either party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, or admits inability to pay its debts; or
- (e) by written notice with immediate effect if the Company has reasonable grounds to believe that an application is made to the court, for the appointment of an administrator, a notice of intention to appoint an administrator is given over the Client; or
- (f) by written notice with immediate effect by the Company if the Client fails to pay any amount which is due to the Company in full and on the date that the payment falls due; or
- (g) by written notice with immediate effect by the Company if credit insurance in relation to the Client is withdrawn or otherwise flagged as high risk.

- 7.2 Termination of this Agreement shall not automatically terminate all Service Orders and such Service Orders shall continue until the specified End Date unless agreed otherwise by the Parties.

- 7.3 On termination of this Agreement howsoever arising all on-going payment obligations of the Client shall cease save for those in relation to any existing Service Orders.

- 7.4 Any termination of this Agreement (howsoever occasioned and whether in whole or in part) shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued (before termination) right or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

8. Termination of Service Orders

- 8.1 Without prejudice to the rights to terminate the whole Agreement under clause 7, either party may terminate a Service Order by the Notice Period (if any) as agreed in the relevant Service Order and/or on accordance with the termination rights set out in that Service Order.
- 8.2 The Company shall be entitled to terminate any Service Order by written notice with immediate effect and without liability or prejudice to any right for relief if in good faith applicable if the Company forms the opinion for any reason that (i) the Client may not meet its obligations to the Company, or (ii) the PSC Supplier/Contractor(s) or Umbrella Contractor may no longer be willing, or able or suitable to undertake the Services.
- 8.3 If, for any reason, the Client does not require the Contractor to perform Services during any termination notice period the Client shall, nevertheless, pay the Company as though the Contractor was providing Services for 40 hours per week for the duration of the notice period. Termination of the Service Order shall be without prejudice to the rights of either party arising prior to termination.

9. Acknowledgements and Liability

- 9.1 The parties acknowledge that the Company is not obliged to provide services for the Client and the Client is not obliged to offer any work to the Company.
- 9.2 Subject to clause 9.3, neither party shall be liable for any Loss in respect of any claim or related claims or any Losses or delay arising from:
 - (a) any special, indirect or consequential damages or loss; or
 - (b) any loss of profit, business, revenue, goodwill, anticipated savings and/or any claims made under third party contracts, arising out of any failure by the Company to perform its obligations under this Agreement.
- 9.3 Nothing in this Agreement shall operate to exclude or limit the either party's liability for:
 - (a) death or personal injury caused by the either party's negligence;
 - (b) its own fraudulent acts or omissions; or
 - (c) any other liability which cannot by law be excluded.
- 9.4 The Client shall indemnify and keep indemnified the Company against any Losses incurred by the Company arising out of this Agreement and/or as a result of any breach of this Agreement by the Client.
- 9.5 The Client acknowledges that the Company is in the business of providing resourcing services which comprise the sourcing and introduction of suitable service suppliers to the Client and the contractual arrangements for the provision of their services to the Client. Whilst every effort is made by the Company to ensure a reasonable standard of skill, integrity and reliability from the Contractor and to provide the Contractor in accordance with the Client's requirements, the Company cannot accept responsibility for the quality of the Services provided by the Contractor or their activities while at the location(s).
- 9.6 The Client acknowledges that the Company shall not be responsible for supervising, monitoring or directing the Contractor whilst providing Services and that accordingly, only the Client is in a position to assess and insure against risks in respect of or during or arising out of the period for which the Contractor is performing the Services.
- 9.8 Save where liability cannot be limited by law, the Company shall not be liable for any Losses or delay arising from:

- (a) any failure to provide the services of the PSC Supplier, Umbrella Company and/or Contractor for all or part of the term of this Agreement;
- (b) the negligent, wrongful, dishonest or fraudulent acts or omissions or misrepresentations of the PSC Supplier, Umbrella Company and/or Contractor, including, without limitation, any lack of skill of the PSC Supplier, Umbrella Company and/or Contractor; or
- (c) theft of any data or materials of the PSC Supplier, Umbrella Company and/or Contractor.

9.7 The Client shall indemnify (and keep it indemnified fully on demand) and hold harmless the Company against any and all Losses suffered or incurred by the Company arising out of:

- (a) the Company relying, in good faith, on a SDS which was based on incorrect information is incomplete, out of date or misleading. For the avoidance of doubt, an Outside IR35 Client SDS based on the outcome of a test run by the Client using HMRC's online tool shall not absolve the Client from liability under this clause if, in fact, the information inputted by the Client was incorrect, incomplete, out of date or misleading in any way;
- (b) HMRC challenging the SDS or otherwise raising an assessment against the Company relating to payments made by the Company on reliance of the SDS; or
- (c) any claim made against the Company by a third party in connection with the Client's failure to comply with its obligations under section 61T of the Off-Payroll IR35 Legislation.

10. **Confidentiality & Intellectual Property**

10.1 Each party receiving Confidential Information ("**Recipient**") from the other ("**Disclosing Party**") shall keep that information confidential and shall:

- (a) use the Disclosing Party's Confidential Information solely for the purposes of performing its obligations or exercising its rights under this Agreement;
- (b) keep the Disclosing Party's Confidential Information secure and take no lesser security measures and degree of care to protect the Disclosing Party's Confidential Information than the Recipient applies to its own confidential information and in any event no lesser than that which a reasonable person or business would take in protecting its own confidential information; and
- (c) not disclose the Disclosing Party's Confidential Information to any third party except with the prior written consent of the Disclosing Party or as permitted by this clause 10.

10.2 Notwithstanding clause 10.1, the Recipient may disclose the Disclosing Party's Confidential Information to its directors and employees, and any subcontractors or other third parties which are directly involved in, and strictly need to know such Confidential Information for the purpose of, enabling the Recipient to perform its obligations or exercise its rights under this Agreement. The Recipient shall immediately inform the Disclosing Party in writing if the Recipient becomes aware that any Confidential Information has been disclosed to any unauthorised third party.

10.3 The Recipient shall not be in breach of this clause 10 where it is required to disclose the Disclosing Party's Confidential Information by a court or regulatory authority of competent jurisdiction. Where the Recipient is so required to make such a disclosure, it shall, where practicable and/or permissible, consult with the Disclosing

Party as to the terms, content or timing of the disclosure, and shall use reasonable endeavours to limit the scope of the required disclosure and to maintain the confidentiality of the disclosed Confidential Information to the extent possible.

- 10.4 To the extent that the Disclosing Party's Confidential Information or IP is no longer required by the Recipient to enable the Recipient to perform its obligations or exercise its rights under this Agreement, the Recipient shall (and shall procure that its directors, employees, subcontractors and other relevant third parties shall) either return to the Disclosing Party immediately upon demand such Confidential Information and/or IP together with any copies, notes, analyses or records of such Confidential Information and/or IP and any documents and other material (including all electronically generated or stored data) containing, reflecting or deriving from the Confidential Information and/or IP which are in its possession or under its control, or (at the Disclosing Party's option) destroy it.
- 10.5 The parties acknowledge that damages may not be an adequate remedy for a breach of this clause 10 or the confidentiality undertakings entered into by their directors, employees, subcontractors and other third parties pursuant to clause 10.1. Each party shall be entitled to seek any legal or equitable relief from any court of competent jurisdiction, including injunctive relief or specific performance, upon the breach (or reasonably anticipated breach) of any part of this clause 10 or of the confidentiality undertakings which the Recipient is required to obtain for the purposes of disclosure pursuant to clause 10.1.

11. Information and Data Protection

- 11.1 The terms "Personal Data", "Data Controller", "Data Processor", and "process/processing" (and their derivatives) used in this clause 11 shall have the meaning given in applicable Data Protection Laws. "Client Data" means any Personal Data (other than Personal Data related to the Consultant(s)) held and processed by the Client, whether as a data controller or data processor.
- 11.2 The parties acknowledge that for the purposes of the Data Protection Laws, each Party shall be considered Data Controller with respect to Personal Data processed in connection with this Agreement.
- 11.3 Each Party shall comply with the provisions and obligations imposed on them by the Data Protection Laws when processing Personal Data under this Agreement and in connection with the Services.
- 11.4 Notwithstanding clause 11.2 to the extent that either party processes any Personal Data as a Data Processor on behalf of the other party in connection with this Agreement or the Services, the first party will comply with the provisions and obligations imposed on a Data Processor by the UK GDPR, including the stipulations set out in Article 28(3)(a)-(h) of UK GDPR which form a part of, and are incorporated into, this Agreement as if they were set out in full, and the reference to "documented instructions" in Article 28(3)(a) shall include the provisions of this Agreement.
- 11.5 The Client shall do nothing to place the Company in breach of Data Protection Laws. The Client shall indemnify the Company for any Losses the Company incurs or suffers arising from any breach of the Client's obligations under this clause 11.
- 11.6 In the event of termination of this Agreement the Client shall when directed to do so by the Company, and instruct all its agents and sub-contractors to, erase all information and data provided by the Company and all copies of any part of the information and data provided by the Company from the Client's systems and magnetic data.

- 11.7 The Client shall take all reasonable steps to ensure that all its agents, partners and sub-contractors comply with the all the provisions set out above whenever they are processing the Company's information or data as part of this Agreement.

12. General

- 12.1 This Agreement together with each Service Order constitute the entire agreement between the Parties and supersede all previous agreements and arrangements (if any) whether written, oral or implied between the Company and the Client relating to the Services and all such agreements still effective at the date of this Agreement (if any) shall be deemed to have been terminated by mutual consent with effect from the Commencement Date but without prejudice to any rights which have arisen prior to such termination and so that nothing in this clause 12.1 shall operate to exclude or limit the liability of any party in respect of fraud.
- 12.2 This Agreement is personal to the Client and the Client shall not be entitled to assign or sub-contract its obligations or rights under this Agreement to any third party without the prior written consent of the Company. The Company shall however be entitled to assign this Agreement to any member of the Company's Group and, upon such assignment, without prejudice to the assignor's rights in respect of matters arising prior to such assignment; all references to the Company shall be deemed to refer to the assignee.
- 12.3 No amendment to this Agreement is effective unless it is in writing and signed on behalf of each party by a person duly authorised by that party.
- 12.4 Any notice required to be given under this Agreement shall be in writing signed by a person duly authorised by the sending party and delivered by hand, sent by e-mail or prepaid first class post to the recipient at its address specified in this Agreement (or as otherwise notified from time to time to the sender by the recipient for the purposes of this Agreement).
- 12.5 This Agreement shall be governed by and construed in all respects in accordance with English law and the Courts of England and Wales shall have exclusive jurisdiction.

13. AWR

- 13.1 The Company and the Client shall each comply with their obligations under the AWR and each party shall cooperate fully with the other in connection with the AWR. In particular, the Client shall provide the Company on a timely basis, with such information as the Company shall reasonably request from the Client to enable the Company to comply with or otherwise evidence the Company's and/or the Client's compliance with the AWR and the Client will indemnify the Company for any Losses arising directly or indirectly from the Client: (a) refusing to provide the Company with information; or (b) providing incorrect and/or out of date Information; or (c) failing to update the information on a timely basis. The Company is hereby authorised to pass all relevant Comparator Information (including any and all updated information) to any Umbrella Company with whom it contracts for the supply of the services of an Umbrella Contractor to work on a Service Order under this Agreement.



Signed by Katherine Holmes on behalf of La Fosse Associates Limited

Katherine Holmes

Position: Head of Legal & Audit

Date:

Signed by _____ on behalf of the Client.

Position:

Date:

Template Service Order

This Service Order is issued subject to the terms of the Agreement thereof.

1. Particulars of Service Order

Purchase Order number: [●]

"Services" *[insert the relevant details]*

"Start Date" *[insert date on which the Service Order will start]*

"End Date" [●] (subject to a right to terminate on notice in accordance with the Agreement).

"Location(s)" at which Services to be performed [●]

"PSC Supplier/ Umbrella Company(s)" *[insert details of PSCs who will be working on the Service Order]*

"Contractor(s)" [xx] or any substitute pursuant to clause 4.

"Deliverables" *[insert the relevant details]*

"Fee Rate" [rate of £ [●] per day]

"Payment Terms" 14 days from date of the Company's invoice to the Client

"Timesheet Frequency" means weekly.

"Invoicing Frequency" means weekly.

"Conversion Fee" means

- 25% of the Contractors(s) first year's gross aggregate Remuneration if such Remuneration is up to £59,999; and
- 30% of the Contractor(s) first year's gross aggregate Remuneration if such Remuneration is £60,000 or more; or
- The Fee Rate over a 12-month period or £50,000, whichever is greater.

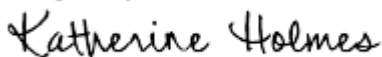
"Notice Period" [●] Business Days; such period shall not limit either parties' right to terminate on notice of less than the Notice Period for a reason set out in clause 7 and 8 of the Agreement.

"Opt Out" the Contractor and the PSC Supplier/Umbrella Company [have] [have not]* opted out of the Conduct Regulations. * delete as appropriate

Security checks required? [●] *[insert details as required]*

Additional provisions [●] *[details to be inserted, if any]*

Signed by Katherine Holmes on behalf of La Fosse Associates Limited



Position: Head of Legal & Audit

Date:

Signed by _____ on behalf of the Client.

Position:

Date: