

## CONTRACT FOR SERVICES BETWEEN:

1. National Locums Ltd, a company registered in England & Wales under company number 06808451 whose registered address is at 7b Clarendon Drive, Wymbush, Milton Keynes, Buckinghamshire, England, MK8 8ED (the 'Client'); and,
2. [INSERT PSC NAME], a company registered in England & Wales under company number [ENTER COMPANY NO.] whose registered address is at [INSERT CONSULTANCY ADDRESS] (the 'Consultancy').

THIS CONTRACT IS MADE ON: [INSERT DATE]

## BACKGROUND

- A. The Consultancy's business specialises in providing various services including [INSERT DETAILS OF SERVICES] (the 'Services'). The full extent of the nature of the Services shall be agreed between the parties either verbally or in writing (the 'Assignment Schedule' and the term 'Assignment' shall be construed accordingly).
- B. The Client and the Consultancy agree that where the Consultancy provides Services to the Client, the terms and conditions in this agreement shall apply ('Contract for Services').
- C. The Consultancy undertakes it has the necessary licences and clearances, and access to the necessary skills and abilities to provide the Services, as set out in the Assignment Schedule.
- D. It is the intention of the parties that when the Consultancy provides the Services to the Client, such provision of Services shall constitute a separate and distinct Assignment under this Contract for Services. These terms and conditions shall apply for each Assignment unless varied, amended or otherwise agreed (whether verbally or otherwise) in accordance with the specific provisions of this Contract for Services.
- E. Under these terms the Consultancy has the right to use employees, subcontractors, substitutes or hired assistants ('Staff') to provide all or any part of the Services.

## OPERATIVE PROVISIONS

1. The Client is not obliged to offer work on any Assignment to the Consultancy at any time and the Consultancy is not obliged to accept any work offered on any Assignment at any time. The offer of work by the Client does not in any way oblige the Client to offer further work or prevent the Client from withdrawing work already offered. The acceptance of any work by the Consultancy does not oblige the Consultancy to provide Services at any time or accept any further work or prevent the Consultancy from withdrawing from Assignments already accepted whether it is before, during or after any particular period of work.
2. The Assignment Schedule constitutes an offer by the Client to purchase Services in accordance with this Contract for Services.
3. The Assignment Schedule shall be deemed to be accepted on the earlier of:
  - a) the Consultancy issuing written acceptance of the Assignment Schedule; or

b) any act by the Consultancy consistent with fulfilling the Assignment Schedule,

at which point and on which date the Assignment Schedule shall commence in accordance with these terms and conditions.

4. On agreement of this Contract for Services the Consultancy will provide the Client with a copy of its certificate of incorporation and a note of its VAT number, if applicable.
5. The Consultancy shall ensure that the Services are provided to a standard that is acceptable to the Client and/or the Client's customer as well as complying with any standards specified in the Assignment Schedule.
6. The Consultancy (and its Staff) is free to use its own initiative as how best to complete the Services and has the flexibility to arrange how the Services are carried out always provided that this does not unreasonably interfere with or delay other works being carried on by the Client and/or the Client's customer.
7. The Consultancy and its Staff will determine the method with which the Services are to be provided whilst always ensuring that health, safety and site security policies are complied with.
8. The Consultancy is free to provide any services to any other party at the same time as being engaged by the Client and the Client acknowledges that it will not have first call on the Services of the Consultancy in priority to any third party.
9. The Client agrees that it does not have the right to insist on the Consultancy using any particular member of its Staff to provide the Services and that the use of any Staff is at the sole discretion of the Consultancy.
10. Depending on the nature of the Services provided by the Consultancy, the Consultancy is responsible for providing its own equipment. However, the parties agree that certain equipment or other ancillary equipment may be more economically provided by the Client or the Client's customer (particularly if the type of engagement is specialised or where the nature of the Services are such that the Services must be provided within a specialised environment).
11. The Consultancy accepts that it is responsible for the Services, and that it is responsible for covering its own risk with a suitable policy of insurance. The Client has the appropriate insurance in place to cover its own risk and the Consultancy acknowledges that this insurance does not cover the Consultancy's own risk. The Consultancy acknowledges that it has its own responsibility with regards to public liability and professional indemnity insurance and that this is not covered by the Client.

## PAYMENT FOR THE SERVICES

12. Formal written tenders will not be required. The parties agree that the rate for the Services shall be agreed verbally from time to time, or set out in a written Assignment Schedule, and shall be the full and exclusive rate for the Services. Unless otherwise agreed in writing by the Client, the agreed rate shall include every cost and expense of the Consultancy (including the use of any Staff) directly or indirectly incurred in connection with the performance of the Services.

13. The Consultancy is not obliged to raise invoices for the Services. The Client will provide the Consultancy with a pay statement at a frequency to be agreed verbally by the parties from time to time and this shall identify the amount payable by the Client to the Consultancy (self-bill invoice).
14. Any defective work the Client reasonably determines has been caused by the Consultancy will be assessed by the Client and/or the Client's customer. Subject to the nature of the defective work caused by the Consultancy, any defective works will be corrected by the Consultancy at its own cost or in its own time. The Client and/or the Client's customer shall determine how best to remedy any such defective work and, if applicable, charge the cost of such remedy to the Consultancy. The Client may under this Contract for Services deduct the cost of any such charge from any monies it owes to the Consultancy.
15. The Consultancy is responsible for its Staff's travelling expenses to and from any location where it has been engaged to provide the Services. The Client may at its sole discretion reimburse any expenses incurred by the Consultancy. For the avoidance of doubt, the reimbursement of any expenses incurred by the Consultancy does not entitle the Consultancy to be reimbursed for any future expenses.
16. The Consultancy agrees and undertakes to be responsible for all income tax liabilities and National Insurance contributions or similar contributions in respect of the rate payable to the Consultancy under this Contract for Services and the Consultancy agrees to indemnify and to keep indemnified the Client against all demands for National Insurance contributions and any income tax, penalties, fines or interest in respect thereof and against the Client's costs of dealing with any such demands. For the avoidance of doubt, the undertakings and indemnities in this clause shall apply in relation to any liabilities, taxes, contributions, penalties, fines or interest in the United Kingdom and any other applicable jurisdiction. In this respect the Consultancy agrees and undertakes to comply with Schedule A of this Contract for Services and the Consultancy accepts that compliance with Schedule A of this Contract for Services is a condition of this Contract for Services.
17. As an independent business, the Consultancy agrees that it is not entitled to any payment for periods when the Services are not provided including where the Services are cancelled by the Client.
18. Neither the Consultancy nor its Staff are entitled to participate in the Client's or the Client's customer's grievance and disciplinary procedure.

## HEALTH AND SAFETY

19. In the interests of health and safety obligations imposed on the Client or the Client's customer, the Consultancy (and its Staff) agrees to comply with all reasonable operational rules relating to working hours, site security and safety.
20. The parties acknowledge that it may be necessary for health and safety reasons for the Consultancy and any Staff to be identifiable whether evidenced by security passes or any other items. If such items are provided by the Client or the Client's customer, the Consultancy will not, and procures its Staff shall not, represent itself as an employee or an agent of the Client or the Client's customer at any time but as an independent Consultancy in business on its own account engaged by the Client for the specific purpose of providing the Services.

## CONSULTANCY'S STAFF

21. The Consultancy may send Staff to provide the Services. Where Staff are utilised by the Consultancy to provide the Services, the Consultancy has the right to substitute any Staff in accordance with the terms of this Contract for Services. The term Staff in this Contract for Services is deemed to include any substitutes utilised by the Consultancy for any Staff providing the Services.
22. The Staff, including any substitutes, may be rejected by the Client and/or the Client's customer only if in the reasonable opinion of the Client and/or the Client's customer such Staff do not possess the necessary skills, qualifications or experience to carry out the Services.
23. The Consultancy will ensure that any Staff have the necessary clearances and/or licences to provide the Services. The Consultancy will notify the Client and/or the Client's customer immediately where any of the said licences are revoked, rescinded, invalidated, suspended or not operational.
24. Where Staff are utilised by the Consultancy there shall be no contractual or financial relationship between the Client and the Staff. The Consultancy is solely responsible for arranging payments to any Staff that the Consultancy engages to provide the Services.
25. The Consultancy shall not and procures its Staff shall not pledge the credit of the Client, sign any document, enter into any agreement or make any promise on behalf of the Client.
26. The rate agreed by the parties is the total rate payable by the Client to the Consultancy and the Consultancy is not entitled to any additional payments where the Consultancy engages Staff to provide the Services.
27. The Consultancy is responsible for ensuring that the Client is informed of the fact that Staff are to be sent to provide the Services in order to ensure that health and safety and on-site security measures are complied with.
28. Where the Consultancy utilises Staff to provide the Services then the Consultancy is responsible for the Services that the Staff provide and is responsible for ensuring their compliance with these contractual terms. Furthermore, the Consultancy agrees that it is responsible for remedying any defective work done by any Staff that the Consultancy engages to provide the Services. The Consultancy agrees that the Client has discretion as to how said defective work is remedied and that the costs of said remedy can be deducted from any monies that the Client owes the Consultancy.
29. The Consultancy is responsible for any statutory payments (including but not limited to holiday pay and sick pay) that are due to any Staff engaged by the Consultancy to provide the Services and the Consultancy agrees to indemnify the Client from any costs or losses resulting from any claims that any Staff may make against the Client for said payments in the UK and/or any other applicable jurisdiction.
30. The Consultancy is responsible for how it engages any Staff and is responsible for any tax and National Insurance contributions due by any Staff or by the Consultancy in the UK and any other applicable jurisdiction.

## LIABILITY

31. Nothing in this Contract for Services will render any of the Consultancy's Staff as employees, agents, workers or subcontractors of the Client and the Consultancy will ensure that its Staff do not hold themselves out as such. The Consultancy will indemnify and hold harmless the Client on an ongoing basis for all costs, losses, compensation, damages, awards and penalties arising out of any action or potential action commenced by a member of the Consultancy's Staff in the UK and/or any other applicable jurisdiction.
32. The Consultancy is responsible for all tax, VAT and National Insurance contributions associated with the provision of the Services provided by the Consultancy and for all tax and National Insurance contributions connected with the Staff of the Consultancy utilised in the provision of the Services both in the United Kingdom and any other applicable jurisdiction. The Consultancy will indemnify and hold harmless the Client on an ongoing basis for all tax, National Insurance, costs, losses, compensation, damages, penalties and awards arising out of any assessment by HM Revenue & Customs (or similar authority) including any other authority or body in any other applicable jurisdiction or any decision of any Court or Tribunal in the UK and/or any other applicable jurisdiction.

## TERMINATION OF THIS AGREEMENT

33. This Contract for Services can be terminated by either party by providing the other with one week's notice.

## DATA PROTECTION

34. For the purposes of clauses 34 and 35, 'Data Protection Legislation' means the (i) the UK General Data Protection Regulation (UK GDPR), as amended or updated from time to time, (ii) the Data Protection Act 2018 and (iii) any successor legislation to the UK GDPR or the Data Protection Act 2018.
35. The Client and the Consultancy shall, and the Consultancy shall procure that its Staff shall, comply in all material aspects with all applicable Data Protection Legislation.

## CONFIDENTIALITY

36. During the performance of this Contract for Services the Consultancy and its Staff will have access to information as to the policy, organisation and management, pricing and pricing policies, future plans, finances of the Client, the persons with whom the Client has dealings, their business and the terms of any such dealing, services and techniques of performance of services, all of which information is confidential. To protect the confidentiality of this information whether given to or gained in confidence from any source and without prejudice to every other duty that the Consultancy has to keep secret, the Consultancy agrees (and agrees to ensure that its Staff observe the following terms):
- 36.1. not to, at any time, whether during or following this Contract for Services with the Client (unless expressly so authorised by the Client in writing or as a necessary part of the performance of the Contract for Services) disclose to any person or to make use, commercially or otherwise, of any such confidential information;
- 36.2. to deliver to the Client before the end of the Contract for Services or, on termination of the Contract for Services immediately after its end, all documents and records and copies thereof, belonging to the Client, including computer lists, disks or programs, diaries, client records, e-mails

and Client manuals which are in the Consultancy's or its Staff's possession, including all documents and records made by the Consultancy or its Staff in the course of the Contract for Services and relating to the affairs of the Client;

36.3. not at any time to make any copy, abstract, summary or record of any such confidential information belonging to the Client except when required to do so in the course of this Contract for Services, in which event such copy, disk, program, abstract, summary or précis shall belong to the Client and shall likewise be delivered up at the end of this Contract for Services or on termination of this Contract for Services;

36.4. not to publish at any time, or seek to publish, the Client's work in any manner whatsoever including but not limited to books and newspaper articles. The Consultancy shall immediately notify the Client of any actual or intended publication or disclosure in any manner whatsoever and shall use its best endeavours to prevent or restrain such publication or disclosure; and

36.5. that all copyrights in documents, materials and other matter in which copyright subsists of which the Consultancy (or any Staff) shall be author or joint author and which shall be made in the course of this Contract for Services or otherwise relate to the Client's business and affairs shall be the property of the Client and the Consultancy (on behalf of itself and any Staff) hereby as beneficial owner and by way of present assignment of future copyright assign the same to the Client. The Consultancy shall (and procures its Staff shall) at any time at the request and expense of the Client do and execute all such acts and deeds as the Client may require in order to perfect any assignment or to secure the Client's title to such copyrights.

## MISCELLANEOUS

37. The Consultancy confirms that it has read and understood the terms and conditions herein and has had the opportunity to discuss this Contract for Services with any person or professional adviser it considers necessary before signing.

38. Both parties agree this is intended to be a legally binding contract governing the nature of the contractual relationship between them.

39. Both parties agree that, with the exception of verbal agreements referred to in this Contract for Services, these terms and conditions represent the whole agreement between them. No variations may be made to these terms unless agreed in writing by both parties.

40. Should the Client fail to enforce or apply any of the rights that it has under this Contract for Services, it shall not be construed that the Client approves or agrees to any breach of contract or that it loses its rights to enforce the terms of this Contract for Services in full at any time now or in the future.

41. The headings used in the Contract for Services are for ease of reference only and are not intended to be interpreted as part of the terms agreed between the parties.

42. References to the masculine include the feminine. References to the singular include the plural.

43. A person who is not party to this Contract for Services shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract for Services. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

44. By signing this Contract for Services on behalf of the Consultancy the signatory warrants that he is entitled to enter into legally binding agreements on the Consultancy's behalf.
45. The parties agree that this Contract for Services is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the Courts of England and Wales.

**THIS IS A LEGALLY BINDING DOCUMENT:**

The parties agree that they have read and understood the terms above and that they are a true reflection of the agreement between the parties and that both parties have had the opportunity to seek advice prior to the agreement of these terms.

For and on behalf of the Client

Signed: ..... Dated: .....

Capacity.....

For and on behalf of the Consultancy

Signed: ..... Dated: .....

Capacity.....



## SCHEDULE A

### CONFIRMATION OF TAX AND NATIONAL INSURANCE TREATMENT OF REMUNERATION RECEIVABLE BY STAFF

Client: National Locums Ltd

Consultancy: [ENTER CONSULTANCY NAME]

Director: [ENTER NAME OF DIRECTOR OF CONSULTANCY]

1. The Consultancy hereby confirms that all Staff engaged by the Consultancy as a consequence of the Contract for Services between the Consultancy and the Client are being treated as employees for tax purposes and employed earners for National Insurance purposes.
2. The Consultancy hereby confirms that all remuneration received by any Staff engaged by the Consultancy as a consequence of the Contract for Services between the Consultancy and the Client constitutes employment income under the Income Tax (Earnings and Pensions) Act 2003 for tax purposes and employed earner's earnings for National Insurance purposes.
3. With regards to any Staff engaged by the Consultancy as a consequence of the Contract for Services between the Consultancy and the Client, the Consultancy hereby confirms that the appropriate PAYE and National Insurance is being deducted from all remuneration paid to all such Staff, and that the Consultancy is hereby complying with its responsibilities as the employer of the Staff for the purposes of tax and National Insurance.
4. The Consultancy hereby confirms that in addition to the above confirmations, it will comply in all respects with the tax liabilities, obligations and any contributions which are due in any other applicable jurisdiction in respect of all Staff engaged by the Consultancy as a consequence of the Contract for Services between the Consultancy and the Client.
5. The Consultancy confirms that the assurances given in this schedule are ongoing assurances and that they will continue for the entire duration of its Contract for Services with the Client.
6. The Consultancy acknowledges that the Client will rely on the assurances given in this schedule and the Consultancy accepts full responsibility where the assurances given by the Consultancy in this schedule are found to be false or fraudulent.
7. The Consultancy agrees to indemnify the Client against any tax and National Insurance, interest, penalties or any related costs or losses that the Client incurs or is required to pay in relation to the engagement of any Staff as a consequence of the Contract for Services between the Consultancy and the Client in the UK and any other applicable jurisdiction.
8. The Director hereby confirms that they are authorised to agree this schedule on behalf of the Consultancy and that they have the necessary authority to bind the Consultancy to the terms of this schedule.
9. The Director accepts on his/her own and on behalf of any other directors of the Consultancy that they may be held personally liable where the assurances given in this schedule are found to be false or fraudulent.



Signed for and on behalf of the Consultancy & the Consultancy's Director:

Name .....

Position DIRECTOR

Signed .....

Date .....