

LIMITED COMPANY COMPLIANCE SCREENING

Your organisation (“Supplier”) has expressed an interest in entering into an agreement with Carbon60 Limited (“Carbon60”) for the provision of services to Carbon60 client(s). In order for the parties to meet all statutory and contractual obligations the Supplier is required to meet the minimum standards of compliance as outlined in this document (“Compliance Screening”), Information that you provide will form the basis of higher levels of clearances that may be required,

All information provided will be treated in strictest confidence but will be verified and may be checked against other data sources.

PART A is to be completed and signed by an authorised signatory of the Supplier. Where required, Suppliers shall furnish Carbon60 with copies of relevant documentation as outlined in the check list is provided below.

Included within this **Part A** are the following Agreements:

- Limited Company Terms of Engagement
- Self-Billing Agreement

PART B is to be copied and completed by all contractor(s) who have been identified to provide the services on behalf of the Supplier. Suppliers shall ensure that the contractors furnish Carbon60 with copies of required documentation. For convenience, a check list is provided below.

SUPPORTING DOCUMENTS REQUIRED

Please ensure to provide copies of the documentation listed below along with the completed form.

Supplier	Copies Provided		
Certificate of Incorporation	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
VAT Certificate (if VAT Registered)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Not Registered <input type="checkbox"/>
*Insurance Certificates:			
Professional Indemnity (Minimum of £1m)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Expiry Date:
Public Liability (Minimum of £5m)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Expiry Date:
Employers Liability (Minimum of £10m)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Expiry Date:
Contractor			
Evidence of Eligibility to work in the UK (originals will need to be verified)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Certificates / Qualifications / Licenses (as applicable for the role)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Health Assessment Form	Yes <input type="checkbox"/>	No <input type="checkbox"/>	

* It is the responsibility of the Supplier to furnish Carbon60 with copies of renewals when insurances have expired.

Data Protection Act (1998)

The terms Processing, Personal Data and Sensitive Personal Data shall have the meanings as defined in the Data Protection Act 1998 (as amended from time to time) (the ‘DPA’)

In order for the agreement between Carbon60 and the Supplier to be appropriately executed, both the supplier and the contractor will be required to provide information that may be classed as Personal Data or Sensitive Personal Data. By signing this declaration, you are explicitly consenting for to Carbon60 Limited to holding and processing data under the rules of the Data Protection Act 1998.

You acknowledge that your personal data may be forwarded to other persons (as required) for the purpose of conducting appropriate checks and referencing.

SECTION 1A – Supplier Information

Company Name:	Company Registration Number:
Registered Address:	Billing / Correspondence Address:
Main Point of Contact:	Position:
Email Address:	Contact Number:

Company Bank Details

Account Name:	
Account Number:	Sort Code:
Bank Name:	Bank Address:

Conduct of Employment Agencies and Employment Businesses Regulations 2003 (“Regulations”) Notification to Opt Out

There is provision in the Regulations for suppliers and those workers whose services they supply, to opt out of the Regulations. If the supplier and the contractor(s) wish to opt out, please read this form carefully and sign the acknowledgement herein. Independent legal advice is also recommended.

1. This notification is supplement to the agreement between Carbon60 Limited and the supplier. The terms used in this notification shall have the same meaning as those defined in the agreement.
2. The supplier acknowledges that it is their intention that the provisions of the Regulations do not apply to any future assignment(s) agreed between the parties.
3. The supplier has freely entered into this notification.
4. The supplier understands that it is free to withdraw from this notification, at any time, by giving not less than one week’s written notice to Carbon60. However, where notice is given during an assignment it will not take effect until the expiry or termination of the assignment.
5. The supplier acknowledges that this notification is only effective if the contractor(s) has also signed an opt-out notification.

We hereby confirm that we have read understand and agree to be bound by the terms of this opt-out notification.

Yes No

Consents and Acknowledgements

AUTHORISED TO SIGN ON BEHALF OF THE SUPPLIER

Please acknowledge your agreement by answering ‘YES’ to the following statements:

By signing this document, I confirm the following:

1. I have read and fully understand the statements above and agree to abide by them.
2. All information provided is true and accurate to the best of my knowledge.
3. In the event of any changes to my circumstance, that should affect the information contained herein, we shall notify Carbon60 as soon as reasonably practicable.
4. I accept that deliberate misrepresentation of the facts is grounds for immediate termination of the assignment and, where appropriate, criminal charges may be brought against the organisation.

Signed:

Print Name:

Date:

TERMS OF ENGAGEMENT FOR LIMITED COMPANY CONTRACTORS**Effective Date: May 2017****1. DEFINITIONS**

1.1. In this Agreement, unless the context requires otherwise, the following expressions have the following meanings:

Agreement – these Terms of Engagement together with any schedules or appendices;

Applicable Legislation – any legislation or regulation having the force of law in any relevant jurisdiction in relation to this Agreement.

Assignment Schedule – the Assignment Schedule issued and agreed in accordance with this Agreement and materially contains the same information as in Appendix A;

Client - any person, firm, company or organisation, together with any subsidiary or associated company as defined by the Companies Act 2006 requiring the services of the Supplier and as named in the Assignment Schedule;

Company – Carbon60 Limited with a registered office at 800 The Boulevard, Capability Green, Luton, LU1 3BA;

Company Notice Period – as detailed in the Assignment Schedule;

Conduct Regulations – The Conduct of Employment Agencies and Employment Businesses Regulations 2003;

Contractor – any individual(s) deployed by the Supplier to the Client who is engaged by the Supplier, as named in the Assignment Schedule;

End Date – the end date of the Assignment as detailed in the Assignment Schedule;

Intellectual Property Rights or IPR – any and all present and future copyrights, registered designs, patents, trademarks, service marks, design rights (whether registered or unregistered), semi-conductor topography rights, applications for any of the above, rights to extract or re-utilise data, database rights, trade secrets, rights of confidence and all other similar rights recognised in any part of the world;

Location – the named site where the Services are to be performed and as set out in the Assignment Schedule.

Losses – all losses, indemnities, liabilities, damages, costs, expenses (including management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands.

Overlap Period – two (2) weeks or as varied in the Assignment Schedule;

Payment Rate – as set out in the Assignment Schedule;

Party - Each of the parties are individually referred to as “Party” and collectively referred to as “Parties”;

Services – the services as detailed in the Assignment Schedule together with any relevant services as the Client may require;

Start Date – the start date of the Assignment as set out in the Assignment Schedule;

Supplier - ; with a registered office at

Supplier Notice Period – as set out in the Assignment Schedule;

1.2. Each term starting with a capital letter and not defined in the Agreement is as defined in the Assignment Schedule.

1.3. Any reference, express or implied, to an enactment is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4. Where the context permits, words denoting the singular include the plural and words denoting the plural include the singular, a reference to one gender includes a reference to other genders and references to persons includes bodies corporate and unincorporated associations. The headings in this Agreement are inserted for convenience only and shall not affect its construction..

2. IMPACT OF CONDITIONS

2.1. This Agreement shall commence upon commencement of the Services and shall continue in effect until terminated in accordance with Clause 11.1.

2.2. For the avoidance of doubt this Agreement shall be deemed a contract for services.

2.3. No variation or alteration to these terms shall be valid unless agreed in writing by the Supplier and an authorised signatory of the Company and a copy of the varied terms is given to the Supplier stating the date on or after which such varied terms shall apply.

2.4. The Company shall act as an employment business (as defined in Section 13(1) and 2 of the Conduct Regulations) when introducing or supplying the Contractor for Assignments with its Clients.

3. SUPPLIER OBLIGATIONS

3.1. The Supplier shall in respect of the Agreement and Assignment(s):

3.1.1 accept Assignments from the Company under this Agreement by signature and return the Assignment Schedule(s) as issued and comply with the terms of this Agreement and any schedules or appendices;

3.1.2 provide the Client and/or the Company with any progress reports as may be requested from time to time;

3.1.3 exercise all reasonable care and skill in performing the Services to the standard required by the Client, not engage in any conduct detrimental to the interests of the Client, ensure any Contractor(s) has the necessary skills, qualifications and permits before deployment to the Client and immediately notify the Company if any representation or warranty (including those given in relation to the Contractor) cease to be accurate;

3.1.4 comply, and shall procure that its Contractor's will comply, with all relevant parts of the Client's health and safety, site and security regulations (including all requirements relating to security clearance and any requirements under the Official Secrets Act) while at the Client's sites, the requirements contained within the Company's Supplier Code of Conduct (available on request);

- 3.1.5 comply, and shall procure that its personnel and the Contractor will comply, at all times (both during the duration of this Agreement and thereafter, as applicable) with all Applicable Legislation, compliance and regulatory requirements and policies and procedures including but not limited to all applicable statutory obligations relating to the employment/engagement of the Contractor and any other persons employed or engaged by it, its health and safety obligations, its obligations under the Conduct Regulations, its obligations under the Data Protection Act 1998 and all requirements set out in this Clause 3;
- 3.1.6 not (without the prior written consent of the Client, which will not be unreasonably withheld) accept any consultancy, employment, directorship or other position or engagement which would compromise, or create a conflict of interest with its duties under this Agreement or the performance of the Services;
- 3.1.7 immediately notify the Company by telephone if, for any reason, the Contractor is unable to attend the Client's premises to perform the Services, specifying the reasons for and the expected duration of such absence and provide a suitably skilled and qualified substitute where required to undertake the Service. The Contractor will bear all costs associated with providing such substitute. ;
- 3.1.8 obtain prior approval from and give reasonable notice to the Company and the Client of any period during which the Supplier / Contractor will not be providing the Services;
- 3.1.9 procure that the Contractor shall observe the provisions of this Agreement as applicable;
- 3.1.10 to the extent that the Client notifies the Company of any dissatisfaction with the Services and / or the work results, rectify, amend and / or re-perform the relevant part of the Services, at no additional cost to the Company or the Client, to the satisfaction of the Client and with the minimum of disruption to the Client and / or the Client's clients;
- 3.1.11 have the right to supply a substitute of equivalent expertise to work in place of the original Contractor. The Supplier acknowledges that the Company and/or the Client has the right to refuse to accept the substitute Contractor if in its reasonable view the substitute Contractor has insufficient qualifications or expertise to carry out the Assignment. Where substitution occurs, the other terms and conditions of this Agreement and the Assignment, and in particular (but not limited to) the rate to be paid for the Contractor will remain unchanged. For the avoidance of doubt, the Supplier shall be responsible for the payments and expenses of the substitute Contractor;
- 3.1.12 provide at its own cost, subject to any agreement to the contrary specified in the Assignment Schedule as to any facilities which may be made available by the Client, all such necessary equipment (including personal protective equipment) as is reasonable for the adequate performance by its Contractor(s) of the Services;
- 3.1.13 undertakes not to, and undertakes to procure that its personnel, servants or Contractors or those of its subsidiaries shall without the prior written consent of the Company (which may be withheld by the Company at their absolute discretion), make reference or permit or authorise the making of any reference to the Agreement or the Services or to the Company in their business operations, marketing or other plans, suppliers or customers in any medium including without limitation any publications, leaflets, brochures, journals, newspapers or in any radio or television broadcasts;
- 3.2. The Supplier confirms that the Supplier and the Contractor have given written notice to the Company (in accordance with Regulation 32(9) of the Conduct Regulations) of their decision that the Conduct Regulations shall not apply in respect of the supply of the Services under this Agreement. The Supplier shall notify the Company in any event that this Clause 3.2 does not apply in respect of a Contractor supplied.
- 3.3. The Supplier confirms and shall procure that the Contractor confirms, they have read and acknowledged the information on the HMRC website <http://www.hmrc.gov.uk/employment-status/msc.htm> and the Supplier and the Contractor will be fully responsible for any and all subsequent consequences. The Supplier and the Contractor take full responsibility and liability for all and any tax and NIC contributions payable by law in the United Kingdom or the local equivalent in the country where the Contractor shall be working. The Supplier and the Contractor fully indemnify and hold the Company and the Company's Client harmless from any and all claims that may arise through noncompliance of payment, especially with regards to section 61B Income Tax (Earnings and Pensions) Act 2003 ("ITEPA") . Furthermore, the Supplier and the Contractor will fully indemnify and hold the Company and the Company's Client harmless from all and any fee that may occur in regards to any claim made by any department of the government in respect of Third Party Debt Transfer.
- 3.4. The Company shall not be liable to reimburse the Supplier or the Contractor for any Services or work the Contractor may perform for the Client (whether or not at the Client's request) unless the Company has issued written confirmation to the Supplier that the Client has requested the performance of such Services.
- 3.5. The Supplier shall procure that the Contractor shall perform the Services at the agreed times and within the agreed number of hours from the Start Date to the End Date. Occasionally the Client may require the Services to be performed outside the agreed number of hours. In anticipation of such a request from the Client, the Supplier hereby warrants that its Contractor(s) has opted out of their rights under the Working Time Regulations 1998 ("WTR") or local equivalent as regards maximum weekly hours and that the Supplier will provide a copy of such opt out to the Company upon request. The Supplier will immediately advise the Company where a Contractor has declined to opt out of WTR.
- 3.6 If Services are to be performed outside of the agreed times or performed in overtime hours (i.e. in excess of the agreed number of hours as set out in the Assignment Schedule, the Supplier shall procure that the Contractor shall undertake such Services only upon receiving prior written agreement of an authorised representative of the Company or the Client. Where consent has been given, overtime hours will be paid at the standard rate as set out in the Assignment Schedule, unless specified otherwise. For the avoidance of doubt the Supplier shall not receive payment for any overtime hours that are not authorised by the Client.
- 3.7 The Supplier shall procure that any Contractors supplied through an intermediary (including but not limited to umbrella companies), are engaged on an contract of employment or contract for services and are paid under the PAYE and NIC regime. The Supplier shall warrant that it, and it shall procure that the intermediary, is based wholly in the UK and complies with all relevant legislation and regulations. The Supplier shall indemnify and hold the Company harmless from and against any losses, liabilities, damages, costs, penalties, expenses (including reasonable legal expenses) and charges which the Company may suffer or incur as a result of the failure the Suppliers and of any intermediary to comply with this clause and any applicable laws.

- 3.8 With the exception of where the Contractor is a statutory director of the Supplier not drawing pay, the Supplier warrants, represents and undertakes that all Contractors shall be engaged with the Supplier on a contract which requires the deduction of PAYE Income Tax and National Insurance Contributions and the Supplier shall be responsible for the payment of such PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of its Contractors for the Assignment (together the 'Employment Taxes'). Where the Contractor is a statutory director of the Supplier company not drawing pay, the Supplier warrants that the Contractor is not drawing self-employed income with respect to the Assignment and is remunerated by means shareholder dividend of the Supplier only. The Supplier agrees to indemnify and hold harmless the Company for any and all liability the Company may incur as a result of the Supplier's failure to account for the Employment Taxes or as a result of the Contractor drawing self-employed income with respect to the Assignment. The Company reserves the rights to withhold from the Supplier such sums as it deems appropriate for the payment of the Employment Taxes that the Supplier has failed to account for or request the Supplier pays such sums as the Company requests in order for the Company to discharge its liability for the Employment Taxes. Any payments due to the Company under this clause shall be paid in cleared funds within three (3) calendar days of the Company's request.
- 3.9 The Supplier shall provide to the Company and/or its representatives:
- 3.9.1 within seven (7) calendar days of the Company's request, all the information reasonably requested and in the format required for the Company to comply with its reporting obligations; and
 - 3.9.2 upon the provision to the Supplier of seven (7) calendar days' notice, with full access to the records (whether paper or electronic) with respect to this Agreement including payment records relating to the Contractors, in order that the Company can audit Supplier's compliance with its obligations.
- 3.10 The Supplier agrees that this clause 3.10 shall apply where the Supplier's Contractor provides personal services to a client in the public sector and is deemed by the Client to be within scope of Chapter 10 Part 2 ITEPA. The Supplier acknowledges that Employment Taxes will be deducted from payments where an Assignment is determined by the Client to be in scope of Chapter 10 Part 2 ITEPA. The Client may require further information from the Contractor or the Supplier to ascertain whether or not the Assignment is within scope of Chapter 10 Part 2 ITEPA. The Supplier agrees to promptly provide all information requested by the Client or the Company and warrants that all information provided is accurate and updated from time to time. Where the Supplier or the Contractor fail to provide the requested information within seven (7) days of the request, the Company reserves the right to: immediately terminate the Assignment; or treat the Assignment as within scope. The Company reserves the right to reduce the fees payable to the Supplier where additional liabilities are incurred by the Company. Where the Assignment is deemed out of scope of Chapter 10 Part 2 ITEPA, the Supplier shall not carry out any act, error or omission which renders the Assignment to be within into scope. The Supplier shall indemnify the Company and keep indemnified the Company for any failure to comply with this clause and ITEPA against all costs, charges, claims, actions, awards, expenses, damages, demand, penalties, fines, proceedings, liabilities, judgements or losses incurred or suffered by the Company. This indemnity shall not be subject to any cap on liability within this Agreement.

4. PAYMENT

- 4.1. The Company operates a weekly payment / billing schedule and payment of the Supplier's fees, calculated on the basis of the Payment Rate and will be dependent upon receipt by the Company of a timesheet of hours actually worked which have been authorised by the Client. Timesheets shall be submitted in accordance with the Assignment Schedule. All fees and payments shall be in the currency as specified in the Assignment Schedule.
- 4.2. The Company operates a self-billing service on behalf of the Supplier, only authorised timesheets should be sent. A VAT Self Bill Form should be completed by the Supplier.
- 4.3. Provided that the Supplier has complied with its obligations under this Clause 4, as appropriate, the Company shall use its reasonable endeavours to ensure that payments are processed in accordance to the time frames as specified in the Assignment Schedule.
- 4.4. The Company shall be entitled to set off against any sum it may be liable to pay the Supplier any sums the Supplier may be or become liable to pay the Company in connection with this Agreement.
- 4.5. The Company will, if so provided for in the Assignment Schedule and subject to the Supplier itemising all such expenses and providing supporting receipts and an expense claim form signed by an authorised representative of the Client, reimburse the Supplier for all such expenses as are detailed in the Assignment Schedule.
- 4.6. The Payment Rate is exclusive of value added tax ('VAT'). The Supplier shall, where appropriate, charge VAT at the prevailing rate.
- 4.7. The Supplier shall ensure that all timesheets are submitted to the Company no later than 8 (eight) weeks after the period to which they refer. For the avoidance of doubt, timesheets submitted later than 8 (eight) weeks after the time worked in any month will not be paid.
- 4.8. The Supplier acknowledges that failure by the Supplier to comply with the provisions of this Clause 4 may delay payment to the Supplier while the Company makes enquiries to verify the hours worked.
- 4.9. The Company reserves the right to vary or withhold the fees in accordance with clause 3.10.

5. SUPPLIER STATUS

- 5.1. The Parties acknowledge that neither the Supplier nor the Contractor is the employee, worker, agent, partner or servant of the Company (or the Client) and accordingly;
 - 5.1.1 the Parties acknowledge this Agreement is not an exclusive arrangement and (subject to Clauses 3.1.6 and 10.1.3) nothing in this Agreement shall prevent the Supplier or the Contractor from supplying its services to any third party during the term of this Agreement.
 - 5.1.2 the Parties acknowledge that the Company is not obliged to put the Supplier or the Contractor forward for consideration by the Client or any other client of the Company for the provision of services nor is the Supplier or the Contractor obliged to provide services beyond the termination or expiry of this Agreement or Assignment (as applicable). Neither party wishes to create or imply any mutuality of obligation between them. The Company is not obliged to pay the Supplier at any time when no worker is available during the Agreement.
 - 5.1.3 the Supplier shall (or, as the case may be, shall procure that the Contractor shall) account to the appropriate authorities for all tax, including Value Added Tax, National Insurance contributions and social security levies (if any) (or any overseas equivalents of the same) payable in respect of sums paid by the Company to the Supplier in connection with the Services;

- 5.1.4 the Supplier shall indemnify and hold harmless the Company from and against any Losses which the Company may suffer or incur as a result of the failure of the Supplier to comply with the terms of this Clause 5;
- 5.1.5 the Supplier confirms that it is in business on its own account, and as such is outside of the Agency Worker Regulations 2010 (“AWR”) under Regulation 3(2)(a) including but not limited to circumstances where **Clause 3.10** applies. The Company is entitled to rely on this assertion with respect to AWR. If at any time the Supplier or the Contractor believes that they are entitled to rights under AWR, the Supplier shall inform the Company immediately, in which event the Supplier shall be responsible for requesting from the Company the information reasonably required in order that the Supplier can comply with AWR. For the avoidance of doubt it will be the responsibility of the Supplier to ensure terms and conditions in compliance with Regulations 5 and 6 are implemented in respect to its Contractor if applicable; and
- 5.1.6 the Supplier shall indemnify and hold harmless the Company from and against any Losses which the Company may suffer or incur as a result of the Contractor claiming to be a worker or employee of the Company (or as the case may be, the Client) or otherwise assert that he or she is entitled to any rights or benefits that employees or workers enjoy including, without limitation, any claims by the Contractor under the AWR, statutory sick pay, holiday pay or statutory maternity, paternity pay or any other benefit to which the Contractor may be required. Where relevant, it is acknowledged that these payments will be the sole responsibility of the Supplier.

6. WARRANTY

- 6.1. The Supplier warrants and undertakes that it will at all times during the term of the Agreement:
- 6.1.1 exercise all reasonable skill and care in performing the Assignments and Services; and
- 6.1.2 for each Assignment have in place the appropriate and fully paid up insurance covering (inter alia) the performance or non-performance of the Services by the Contractor at the levels set forth in the applicable Assignment Schedule and shall supply the Company with evidence of such insurance cover on request.

7. CONFIDENTIALITY

- 7.1. The Supplier shall and shall procure that the Contractor shall:
- 7.1.1 keep confidential all information relating to:
- (i) work produced in the provision of the Services, IPR in the work produced;
 - (ii) the Company’s business and affairs (including but not limited to, the terms of this Agreement and the Services, payment rates, names of personnel, the Company’s systems, trade secrets, information relating to the Company’s organisation and its clients or suppliers and any other information not in the public domain); and
 - (iii) the Client’s or any clients of the Client or any of the Company’s other clients’ business and affairs (including but not limited to, names of personnel, the Client’s systems, trade secrets, information relating to the Client’s organisation and its customers, clients or suppliers and any other information which is not in the public domain).
- (together “Confidential Information”) which may become known to it in connection with the supply of Services under this Agreement).
- 7.1.2 not use, copy, extract or summarise any Confidential Information except for the purposes of performing the Services;
- 7.1.3 without delay enter into any and all assignments of IPR (relating to the work produced) or confidentiality undertakings that the Company or the client may require it to enter;
- 7.1.4 not without the Client’s express written permission remove from the Client’s premises any material containing any Confidential Information;
- 7.1.5 on request, return to the Company (or as the Company may direct) all material in its or the Contractor’s possession or control and belonging to the Client or the Company and / or containing Confidential Information; and
- 7.1.6 prevent the publication or disclosure of any Confidential Information.
- 7.2. The Parties acknowledge that damages will not be an adequate remedy for breach of the obligations and restrictions set out in sub-Clauses **7.1.1** to **7.1.6** (inclusive) above and the Company and / or the Client shall be entitled to remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Clause **7**.

8. INTELLECTUAL PROPERTY RIGHTS

The Supplier acknowledges that all copyright, trademarks, patents and other IPR deriving from Services carried out by the Supplier and its Contractor(s) and any third party to whom the contract is assigned or sub-contracted for the Client during the Assignment shall belong exclusively to the Client. Accordingly the Supplier shall (and shall procure that the Contractor(s) shall execute all such documents and do all such acts, at no cost to the Company and/or the Client, as the Company shall from time to time require in order to give effect to its rights pursuant to this Clause **8**. The Supplier agrees and shall procure that the Consultant agrees to irrevocably waive all moral rights worldwide and any rights to compensation payable in respect of any such IPR or IPR transfer.

9. NON INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

- 9.1. The Supplier warrants, represents and undertakes to the Company and the Client that it and the Contractor:
- 9.1.1 have, and shall continue to have throughout the term of this Agreement, all licences and consents necessary to provide the Services;
- 9.1.2 is the sole legal and beneficial owner free from any charges, liens, licences or other encumbrances of the IPR in or relating to the work supplied; and
- 9.1.3 is entitled to assign them to the Client or the Client’s nominee pursuant to Clause **8** and that supply of the Services shall not infringe the IPR of any person.
- 9.2. The Supplier shall indemnify the Company and / or the Client against all Losses incurred by the Company and / or the Client arising out of:
- 9.2.1 a breach of warranty in Clause **9.1**; and / or

9.2.2 a third party alleging infringement of its IPR as a result of or in connection with the provision of the Services by the Supplier and / or the Contractor.

- 9.3. If the Supplier becomes aware of a matter which may give rise to any such claims or proceedings, the Supplier shall promptly notify the Company in writing, giving details of any claim or proceedings brought or threatened against the Supplier and/or the Contractor, make no admission relating to such claim and permit the Company to conduct all negotiations, proceedings and settlements in relation to any such claim at the Supplier's cost and expense.
- 9.4. The Supplier agrees to give the Company all reasonable assistance in connection with any such claims or proceedings.
- 9.5. In addition to the indemnities contained in this Clause 9, in the event of a claim being brought by a third party alleging infringement of IPR, the Supplier shall, at the request of the Company, do all such acts and things either to render the works which are subject of the claim non-infringing without affecting any of the Supplier's other duties and obligations under this Agreement or shall obtain a licence at the Supplier's cost from the third party granting the Supplier, the Company and any client of the Company the right to continue using them.

10. PROTECTION OF THE COMPANY AND CLIENT BUSINESS

- 10.1. The Supplier and the Contractor shall not alone or jointly with another or others in any capacity and whether or not for its benefit directly or indirectly:
- 10.1.1 induce (or seek to induce) to leave or cease performing service(s) for any member of the of the Company personnel or Client personnel, any Contractor, subcontractor or employee of any the Company or Client with which or whom the Supplier or Contractor had material contact in the course of its, their or his duties at any time in the six (6) months prior to the End Date;
- 10.1.2 canvass or solicit for direct or indirect engagement (whether under a contract of services or a contract for services) any personnel of the Company or the Client or proceed with any approach made by or on behalf of any such personnel; or
- 10.1.3 provide or procure the provision of any service identical or substantially similar to the Services to:
- (i) the Client other than via the Company; or
 - (ii) any direct competitor of the Client.

11. TERMINATION

11.1. Termination of the Agreement

This Agreement may be terminated:

- 11.1.1 at any time by either Party by written notice of not less than one (1) month.
- 11.1.2 by the Company with immediate effect if:
- (i) the Supplier is in breach of any term of this Agreement which is:
 - a. in the reasonable opinion of the Company incapable of being remedied; or
 - b. where such breach is, in the reasonable opinion of the Company, capable of being remedied, the Supplier fails to remedy such breach to the Company's satisfaction within five (5) working days after receiving an earlier notice from the Company requiring it to do so;
 - (ii) the Supplier ceases or threatens to cease trading, is the subject of a winding up or administration order or has a receiver, administrator or liquidator appointed, or the Contractor is the subject of a petition for bankruptcy or becomes bankrupt, or, in any event, if any arrangement is made with the Supplier's or the Contractor's creditors or other such similar steps in consequence of the Supplier or the Contractor being insolvent or otherwise unable to pay its / his debts;
 - (iii) the Client becomes subject to any of the insolvency, or potential insolvency, events listed in clause 11.1.2(ii)

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

11.2. Termination of the Assignments

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

- 11.2.1 at any time from the Start Date by the Supplier by written notice of not less than the Supplier Notice Period;
- 11.2.2 at any time by the Company by written notice of not less than the Company Notice Period;
- 11.2.3 at any time by the Company, with immediate effect, without notice if:
- (i) the Supplier or the Contractor has, in relation to this Agreement, committed an act or omission of dishonesty, violence, unprofessional behaviour, incompetence or negligence or is convicted of any indictable criminal offence (other than a road traffic offence for which a penalty of imprisonment is not imposed); or
 - (ii) if, for any reason, the Client fails to sign a purchase order or notifies the Company that it no longer wishes to use the services of the Contractor.

The Company shall incur no liability for Losses in connection with any such termination beyond payment of fees due to the Supplier for hours or days in which the Services have been performed by the Contractor and authorised by the Client, up to and including the End Date.

11.3. Assignment Overlap Period

If the Supplier attempts:

- (a) to terminate an Assignment without first having given the Company the amount of notice required under Clause 11.2.1; and/or
- (b) fails for the duration of the Supplier Notice Period to continue to perform the Services or co-operate with the Company and/or the Client in any handover of the Services to a replacement Supplier or Contractor

The Company shall incur no liability for Losses in connection with any such termination beyond payment of fees due to the Supplier for hours or days in which Services have been performed by the Contractor and authorised by the Client, up to and including the End Date.

12. DETAILS AND IDENTITY OF THE CONTRACTOR

12.1. The Supplier warrants:

- 12.1.1 that neither the Supplier nor the Contractor is prevented by any other agreement or arrangement or any restriction (including without limitation a restriction in favour of any agency, client or employer of either of them) from performing the Services as due under this Agreement;
- 12.1.2 that the Contractor has no unspent convictions under the Rehabilitation of Offenders Act 1974;
- 12.1.3 that the Supplier is and shall remain throughout the term of the Agreement a limited company registered in the United Kingdom at Companies House; and
- 12.1.4 that the Contractor is medically fit having regard to the nature of the Services being provided as described in the Assignment Schedule and shall, where required, provide evidence of such;

13. INDEMNITY

13.1 The Supplier shall, on demand, indemnify the Company against all Losses it incurs or suffers arising in connection with:

- 13.1.1 the loss and / or damage to any property belonging to or leased or hired by the Client or the Company, its employees, Contractors or agents arising from any negligent act or omission of the Contractor and / or the Supplier;
- 13.1.2 any negligent, act or omission of the Supplier and / or the Contractor in relation to the performance of this Agreement and / or Services;
- 13.1.3 the Client exercising its right as against the Company to require the Company to remedy any defects in the Services and / or the work results arising from any act, neglect or omission by the Contractor;
- 13.1.4 any losses incurred or suffered by the Company arising out of or in connection with the Contractor claiming to be an employee or worker of the Company (or, as the case may be, the Client) or otherwise entitled to any rights or benefits that employees or workers enjoy; and
- 13.1.5 any losses incurred or suffered by the Company arising out of or in connection with an official, public body or authority for any purposed regarding the Contractor as an employee or worker of the Company (or, as the case may be, the Client) or otherwise entitled to any rights or benefits that employees or workers enjoy including, without limitation, any claims by the Contractor under AWR.

14. ENTIRE AGREEMENT

- 14.1 This Agreement together with any schedules or appendices constitutes the entire agreement between the Company and the Supplier which governs the Assignment undertaken by the Supplier with the Client.
- 14.2 In the event of any conflict between this Agreement and any other terms and conditions (including those attached or integral to any Supplier documentation), this Agreement shall prevail unless expressly otherwise agreed in writing by an authorised signatory of the Company.
- 14.3 No variation to this Agreement can be made without the written consent of an authorised signatory of the Company. No other employee, agent or servant of the Company has any authority to make representations, amend, vary, modify or waive any of the Agreement.
- 14.4 In the event of any contradiction between this Agreement and the schedules or appendices, the schedules or appendices shall apply.

15. WAIVER

The failure by either Party to exercise or enforce any rights conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

16. SEVERABILITY

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

17. THIRD PARTY RIGHTS

With the exception of the indemnities in Clauses **11.2**, **11.3** and **13** and where expressly stated in this Agreement, other than associated companies of the Impellam Group plc who will have the benefit of and may enforce this Agreement, the Parties do not intend any of the Agreement to be enforceable by any other party pursuant to the Contracts (Rights of Third Parties) Act 1999.

18. FORCE MAJEURE

- 18.1 If either party is affected by an event of Force Majeure it shall promptly notify the other parties of the nature and extent of the circumstances in question.
- 18.2 Notwithstanding any other provision of this Agreement neither party shall be deemed to be in breach of its agreement or otherwise be liable to the other parties for any delay in performance of the non-performance of any of its obligations under this Agreement to the extent that the delay or non-performance is caused by the Force Majeure of which it has notified the other parties, and the time for performance of that obligation shall be extended accordingly.
- 18.3 If the Force Majeure in question prevails for a continuous period in excess of one month the parties shall enter into bona fide discussions with a view to alleviating its effects or to agreeing upon such alternative arrangements as may be fair and reasonable.

19. NON-CORRUPTION

The Company and the Supplier shall fully comply with the Bribery Act 2010, and neither party shall offer or solicit any bribe, inducement, payment or gift which would be a breach of the Act.

The Contractor and its Staff shall fully comply with the Impellam Group plc Supplier Code of Conduct attached to these Conditions, and any updates issued.

20. NON-TRANSFERABLE

The Supplier may not assign or transfer this Agreement in whole or part without the written agreement of the Company which shall not be unreasonably withheld.

21. DATA PROTECTION

- 21.1 The Supplier agrees to process any personal data supplied by the Company only in connection with an Assignment or potential Assignment and to comply with the provisions of the Data Protection Act 1998 in relation to the processing of such data.
- 21.2 The Company may collect, hold and process personal information about the Contractor or as applicable the Supplier's personnel for the purpose of carrying out its business of supplying Services to the Client including disclosing personal information to a Client for the purpose of an actual or potential Assignment.
- 21.3 The Company may disclose such personal information to its financiers or third party agencies for the purpose of obtaining a credit check on the Supplier.
- 21.4 The Supplier hereby consents, and shall obtain all necessary consents, to the Company processing and disclosing such information for the purposes outlined above.

22. JURISDICTION

This Agreement and any attachments thereto shall be subject to the laws of England and the exclusive jurisdiction of the Courts of England.

23. GENERAL

The Parties acknowledge and agree that the terms of this Agreement are fair and reasonable in all circumstances.

AUTHORISED TO SIGN ON BEHALF OF THE SUPPLIER:

The Supplier hereby confirms that it has received, read and understood the above Terms of Engagement. The Supplier understands that any arrangement outside of these Terms of Engagement must be notified to it in writing by the managers of the Company or any of its associated companies.

Signed:.....

Name:

Position:

Date:

SUPPLIER DETAILS:

Company Name:

Registered #

Self-Billing Agreement

SELF-BILLING AGREEMENT is dated the _____ (the "Effective Date")

BETWEEN:

- (1) **CARBON60 LIMITED** (Company No. 02209742) whose registered office is at 800 The Boulevard, Capability Green, Luton, Bedfordshire. LU1 3BA ('**Carbon60**'); and
 - (2) _____ (Company No. _____) whose registered office is at _____ ('**Supplier**');
- Each of these parties are individually referred to as "Party" and collectively referred to as "Parties".

Each of these parties are individually referred to as "Party" and collectively referred to as "Parties".

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

1 Definitions

- 1.1 In this Agreement the following expressions shall be given the following meanings:
"Agreement" means the self-billing agreement between the Supplier and the Company comprising the terms and conditions set out in this Agreement and any Appendices hereto.
"Self-billing" means the creation of a VAT invoice by the Company for amounts due by the Company to the Supplier.
"Supplier Agreement" means the agreement between the Company and the Supplier for the provision of services.
"Supplier Information" means the Supplier company registration and billing details as provided by the Supplier.
- 1.2 Any reference, express or implied, to any enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the Effective Date) and all subordinate legislation made (before or after the Effective Date) under it from time to time.
- 1.3 Where the context permits, words denoting:
(a) the singular includes the plural and vice versa;
(b) words denoting one gender shall include any gender;
(c) persons shall include bodies corporate and unincorporated associations of persons.

2 Term

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

3 Company Obligations

- 3.1 The Company shall in respect of this Agreement:
- 3.1.1 provided that the Supplier has complied with Clause 4, supply a valid self-billed VAT invoice to the Supplier for services supplied on a weekly basis. The invoice shall include the following details:
- Supplier name and address
 - Supplier VAT registration number
 - Invoice amount net of VAT
 - VAT amount
 - Invoice amount gross of VAT
 - Details of supplied services, including:
 - Name of supplied staff
 - Hours/days being charged
 - Charge rate per hour/day, detailing overtime separately
 - Total charge rate
- 3.2 The Company will inform the Supplier of any changes in its status with HM Revenue and Customs as an authorised self-billing client.

4 Supplier Obligations

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

- 4.2 The Supplier will comply with the conditions imposed by HM Revenue and Customs for approval of self-billing. In particular, the Supplier will not issue a VAT invoice in respect of any transaction covered by the self-billing system. The Company shall not be liable for any loss, liability, damages, costs or expenses arising from any failure by the Supplier to comply with any conditions imposed by HM Revenue and Customs and the Supplier will consequently fully indemnify the Company for any loss, liability, damages, costs or expenses incurred by the Company arising by the Supplier's failure to comply with the conditions imposed by HM Revenue & Customs.
- 4.3 If the Supplier chooses, for compliance with their own internal systems, to raise dummy invoices it is their responsibility to reconcile their account internally and also with any factoring companies used.
- 4.4 The Supplier will ensure that rates, hours, days and expenses are verified before timesheets are submitted and should queries occur frequently due to unchecked timesheets the Company reserves the right not to process those timesheets. The Company hereby accepts no liability for any delay, loss, liability, damages, costs and expenses that may be incurred by the Supplier as a result of the failure of the Supplier to properly check the details of any timesheets.
- 4.5 The Supplier agrees to raise any queries between internal invoices and self-billing invoices within seven (7) calendar days.
- 4.6 The Supplier will immediately notify the Company of any changes in its VAT registration position that would affect the application of the system, for example, deregistration, change of VAT number or transfer of the business.
- 4.7 The Company will maintain a list of all VAT registration details for the Supplier and may request the Supplier to provide details of any changes in these details once a year or at any other time. The Supplier will provide the required information within fourteen (14) calendar days of the request.
- 4.8 The Supplier agrees that such invoices may be delivered by email and agrees to notify the initial email address to be used and any changes to the required email address to the Company with at least seven (7) calendar days' notice.
- 4.9 The Supplier acknowledges that failure to comply with the provisions of this Clause 4 shall constitute a breach of this Agreement entitling the Company to terminate the Agreement and claim damages against the Supplier for any losses suffered by the Company.

SIGNED FOR AND ON BEHALF OF THE SUPPLIER

Signature:

Name:

Title:

Date:

PART B – CONTRACTOR INFORMATION
PERSONAL DETAIL:

Title (Mr/Mrs/Miss/Ms):	Surname:
Forename:	Middle Name(s):
National Insurance Number:	Name of Supplier / Limited Company:
Please confirm if you are the Director of the Limited Company: Yes <input type="checkbox"/> No <input type="checkbox"/>	What is your % Share of the Limited Company?

BACKGROUND INFORMATION:

Minimum Rate of Pay Expectations:	Are you available to work nights? Yes <input type="checkbox"/> No <input type="checkbox"/>
Do you have a valid Driving Licence? Yes <input type="checkbox"/> No <input type="checkbox"/>	Do you have your own transport? Yes <input type="checkbox"/> No <input type="checkbox"/>
Have you ever held Security Clearance? Yes <input type="checkbox"/> No <input type="checkbox"/>	Would you agree to security vetting? Yes <input type="checkbox"/> No <input type="checkbox"/>

SKILLS AND QUALIFICATIONS:

Summary of training, skills and qualifications:

NB: Under applicable laws you are required to provide evidence of training, qualifications and any authorisations held which the client considers are necessary or which are required by law to perform the assignment. You may also be required to provide professional and / or personal referees who are able to verify your suitability for the role.

REFERENCES:

Please provide the contact details of two referees' who are able to verify your skills and experience.

NB: Referee's must cover your most recent employment history.

First Referee:		Second Referee:	
Name of Organisation:		Name of Organisation:	
Period of Engagement:	Start: End:	Period of Engagement:	Start: End:
Position:		Position:	
Reason for Leaving:		Reason for Leaving:	
Name of Referee:		Name of Referee:	
Position:		Position:	
Nature of Relationship:		Nature of Relationship:	
Full Postal Address:		Full Postal Address:	
Email Address:		Email Address:	
Contact Number:		Contact Number:	

CONSENTS AND ACKNOWLEDGEMENTS:
1/ Conduct of Employment Agencies and Employment Businesses Regulations 2003 (the "Regulations"):

There is provision in the Conduct Regulations 2003 for Suppliers and those workers whose services they supply, to opt out of the Regulations. Individuals are required to confirm their intention to opt out by written notice. Should you decline to opt out, as is your right, please be aware that there are additional requirements that will need to be met. In the event that you are undecided independent legal advice should be sought.

Please confirm if you wish to opt out of the Regulations:

Yes

No

YES: YOU CONFIRM YOUR INTENTION TO OPT OUT

By ticking 'Yes' you acknowledge:

- that it is your intention that the provisions of the Regulations do not apply to any assignments undertaken on behalf of Carbon60 clients.
- that you have freely entered into this notification and you understand that you are free to withdraw, at any time, by giving not less than one week's written notice to Carbon60. You further understand that withdrawal will not take effect until the expiry or termination of the assignment.
- that this notification is only effective if the supplying company has also signed an opt-out notification.
- that you have read, understand and agree to be bound by this opt out notification.

NO: YOU HAVE DECLINED TO OPT OUT:

Under the Conduct Regulations, Carbon60 are restricted from introducing a Contractor to the Client without first having obtained confirmation of the Contractor's identity and further confirmation that the Contractor has the experience, training, qualifications and authorisation, as considered necessary by the Client, or as required by law. You are required to provide the following prior to commencement of the assignment:

By ticking 'No' you agree to provide the following documentation:

- Proof of Address (Utility bill or bank statement).
- Detail relating to education, experience and training pertinent for the Services being provided to the Client if not specified on CV.
- Copies of all relevant certificates, licences, qualifications etc if not already provided.
- References: Your account representative will notify you of referencing requirements.

2/ Data Protection Act 1988:

The terms Processing, Personal Data and Sensitive Personal Data shall have the meanings as defined in the Data Protection Act 1998 (as amended from time to time) (the 'DPA')

In order for the agreement between Carbon60 and the Supplier to be appropriately executed, both the supplier and the contractor will be required to provide information that may be classed as Personal Data or Sensitive Personal Data. By signing this declaration, you are explicitly consenting for to Carbon60 Limited to holding and processing data under the rules of the Data Protection Act 1998.

You acknowledge that your personal data may be forwarded to other persons (as required) for the purpose of conducting appropriate checks and referencing.

Yes

No

3/ Rehabilitation of Offenders Act 1974:

Do you have any unspent criminal convictions under the Rehabilitation of Offenders Act?

Yes

No

If yes, please list any unspent criminal convictions and their dates below. The information provided will be treated in confidence and only taken into account where, in the reasonable opinion of Carbon60, the offence is relevant to the Services being provided. Failure to declare a conviction may result in immediate exclusion from Carbon60's database and / or termination of the Assignment if the offence is not declared but later comes to light:

By signing this document, I confirm the following:

5. I have read and fully understand the statements above and agree to abide by them.
6. All information provided is true and accurate to the best of my knowledge.
7. In the event of any changes to my circumstance, that should affect the information contained herein, I shall notify Carbon60 as soon as reasonably practicable.
8. I accept that deliberate misrepresentation of the facts is grounds for immediate termination of the assignment and, where appropriate, criminal charges may be brought against me.

Signed:

Print Name:

Date:

PRE-ASSIGNMENT HEALTH ASSESSMENT

Prior to commencement of your assignment we would ask you to complete, sign and return the attached questionnaire. The purpose of this exercise is to determine whether there may be anything in your medical history that could affect your health when carrying out duties.

Depending on your answers you may be referred to a medical practitioner for a follow-up examination. In this event, you may not be able to commence the assignment until you are able to produce a signed letter, or certificate from the medical practitioner to the effect that your health will not impede working.

You are not obliged to complete this questionnaire, but in doing so any information that you provide will be treated in the strictest of confidence and will only be used in conjunction with the assignment.

SECTION 1: CONSTRAINTS

Please indicate if there is any matter that we should be aware of that may affect your ability to perform any of the functions detailed below by ticking in the relevant box. Please provide detail.

	Detail
<input type="checkbox"/> Working at heights on ladders / staging	
<input type="checkbox"/> Working in confined spaces	
<input type="checkbox"/> Driving vehicles or mechanical equipment	
<input type="checkbox"/> Operating machinery	
<input type="checkbox"/> Heavy lifting	

SECTION 2: GENERAL HEALTH

Please indicate if you suffer with any of the following conditions by ticking the relevant box and provide details as applicable.

<input type="checkbox"/> Eyes and sight: Any condition that causes visual impairment, please state if the impairment is corrected with the use of optical lenses.	
<input type="checkbox"/> Ears and hearing: Any condition that causes hearing deficiency, please state if the deficiency is corrected with the use of hearing aids.	
<input type="checkbox"/> Back, joint, limb or muscle strain: Please specify any restriction of movement or problems with lifting, sitting/standing for prolonged periods etc.	
<input type="checkbox"/> Chest and respiratory: Chest pains, asthma or any other respiratory disorder.	
<input type="checkbox"/> Heart and cardiovascular: Heart attack, angina, high/low blood pressure, varicose veins etc.	
<input type="checkbox"/> Stomach and digestive: Ulcer, ulcerative colitis, chrohns disease etc.	
<input type="checkbox"/> Diabetes: Please specify how the condition is controlled e.g. Diet / tablets / insulin	

SECTION 3: MEDICAL HISTORY

Have you had any time off in the past two years through illness or injury? Yes No
 If 'YES' please provide detail of the illness / injury:

Have you made a full recovery from your illness / injury described above? Yes No
 If 'NO' a Fit Note from your GP is required, confirming that it is safe for you to return to work.

Are you taking any medication, prescribed or otherwise, that may affect your ability to drive, operate machinery or otherwise perform the assignment duties? Yes No
 If 'YES' please provide detail:

Have you to your knowledge, any physical, mental or other condition that may affect your ability to perform the assignment duties? Yes No
 If 'YES' please provide detail:

Is there someone that you would like us to contact in case of injury at work i.e. next of kin? If 'YES' please provide details:

Name: _____ Contact Number: _____

SECTION 4: DECLARATION

I hereby confirm that the information provided on this form is true and accurate to the best of my knowledge. I further acknowledge that it is my own responsibility to inform Carbon60 immediately of any changes to my health, working environment, or duties that may affect my ability to perform the assignment.

Name: _____

Date: _____