

**MANE CONTRACT SERVICES LTD**

and

**A PERSONAL SERVICE COMPANY OR UMBRELLA CONTRACTOR**

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TERMS OF ENGAGEMENT

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## TERMS OF ENGAGEMENT OF PSC OR UMBRELLA CONTRACTORS

### 1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this agreement (unless the context requires otherwise).

**Assignment:** the period during which the Consultant Company is engaged by the Employment Business to render services to the Client.

**AWR:** the Agency Workers Regulations 2010 (SI 2010/93);

**Client:** the person, firm or corporate body (together with any subsidiary or associated company as defined by the Companies Act 1985) requiring the services of the Consultant Company.

**Conduct Regulations:** the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (SI 2003/3319).

**Business Day:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Business of the Employment Business:** provision of temporary labour to engineering industries.

**Consultant Company:** means the Personal Service Company (PSC) or Umbrella Company engaged by the Employment Business to provide the services of its employees, officers or other representatives to the Client.

**Commencement Date:** the first occasion on which a Consultant Company is supplied to work for the Client.

**Confidential Information:** information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Employment Business for the time being confidential to the Employment Business and trade secrets including, without limitation, technical data and know-how relating to the Business of the Employment Business or any of its suppliers, customers, agents, distributors, shareholders, management or business contacts, including (but not limited to) information that the Consultant Company or the Individual creates, develops, receives or obtains in connection with this Engagement, whether or not such information is marked confidential.

**Data Protection Legislation:** the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

**Employment Business:** is Mane Contract Services Limited; (a company incorporated and registered in England and Wales with company number 02855561) of 3rd Floor, 6 Hercules Way, Watford, Hertfordshire, WD25 7GS, United Kingdom, an employment business as defined by section 13(3) of the Employment Agencies Act 1973 (as amended);

**Engagement:** the engagement of the Consultant Company by the Employment Business on the terms of this agreement.

**Fee:** the gross fee payable to the Employment Business for the provision of the Consultant Company or its Temporary Worker/s.

**Individual:** shall mean any employee, officer, or representative supplied by the Consultant Company to provide the Services which shall include any Substitute supplied by the Consultant Company in accordance with clause 3.3.

**Insurance Policies:** employer's liability insurance cover, professional indemnity insurance cover and public liability insurance cover.

**Intellectual Property Rights:** patents, rights to Inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair

competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**IR35:** Part 2 Chapter 10 of ITEPA 2003 and Section 4a of Social Security Contributions and Benefits Act 1992.

**ITEPA:** Income Tax (Earnings and Pensions) Act 2003.

**Other Qualifying Period Payment:** any remuneration payable to the Temporary Worker (other than the Qualifying Period Rate of Pay), which is not excluded by virtue of regulation 6 of the AWR 2010, such as any overtime, shift premium, commission or any bonus, incentive or rewards which are directly attributable to the amount or quality of work done by a Temporary Worker and are not linked to a financial participation scheme (as defined by the AWR 2010).

**Qualifying Period:** the 12-week qualifying period as defined in Regulation 7 AWR, subject to Regulations 8 and 9 AWR.

**Qualifying Period Rate of Pay:** the rate of pay that will be paid to the Temporary Worker on completion of the Qualifying Period, if this rate is higher than the Fee. Such rate will be paid for each hour worked during an Assignment weekly in arrears, subject to any deductions that the Employment Business is required to make by law and to any deductions that the Temporary Worker has specifically agreed can be made.

**Qualifying Temporary Worker:** any Temporary Worker who at the relevant time is entitled to the rights conferred by Regulation 5 AWR and in particular has been provided to the Client, by the Employment Business, for the Qualifying Period.

**Relevant Terms and Conditions:** the relevant terms and conditions as defined in regulation 6 of the AWR 2010 that apply once the Temporary Worker has completed the Qualifying Period.

**Services:** the services to be provided by the Consultant Company to the Client.

**Termination Date:** the date of termination of this agreement, howsoever arising.

**Temporary Worker:** any Individual providing the Services where, as clause 5.9 applies, is deemed to be an agency worker for the purposes of Regulation 3 AWR.

**Valid Opt-Out:** written notification from the Consultant Company and the Individual in accordance with Regulation 32(9) Conduct Regulations, as amended from time to time.

- 1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law 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 Unless the context otherwise requires, words in the singular shall include the plural, and in the plural shall include the singular.

## 2. TERM OF ENGAGEMENT

- 2.1 During the Engagement, the Consultant Company shall be engaged on a contract for services. For the avoidance of doubt, this agreement shall not be construed as a contract between any Individual of the Consultant Company and the Employment Business and any liabilities of an employer arising out of the agreement shall be liabilities of the Consultant Company.
- 2.2 The Consultant Company agrees to satisfy all of the Employment Business' onboarding requirements. For the purposes of the Engagement, the Consultant Company agrees that the Employment Business shall process and share with the Client, the personal data of the Individual obtained during the onboarding process along with pay information, in accordance with the Data Protection Legislation.
- 2.3 The Employment Business' data privacy policy is available on its website or upon reasonable request.

## 3. ENGAGEMENT

- 3.1 It is not intended for there to be any mutuality of obligations between the Employment Business or the Client and the Consultant Company either during the Engagement or upon termination of the same. Neither the Employment Business nor the Client is under any obligation to offer work outside the scope of this Engagement or offer future contracts to the Consultant Company; and if it does make any such offer, the Consultant Company is not obliged to accept it.
- 3.2 The Consultant Company is a professional consultant and is qualified in the provision of the Services and responsible for exercising initiative as to the delivery of the Services. Accordingly, neither the Employment Business nor the Client is entitled to exercise any supervision, direction or control as to the manner in which the Services are to be performed by the Consultant Company.
- 3.3 The Consultant Company has the right to provide a suitably qualified and skilled substitute to perform the Services. If the Client accepts the substitute, the Consultant Company shall continue to invoice the Employment Business in accordance with clause 4 and shall be responsible for the remuneration of the substitute. Acceptance not to be unreasonably withheld.
- 3.4 Unless it has been specifically authorised to do so by the Client in writing:
- (a) neither the Consultant Company nor any substitute shall have any authority to incur any expenditure in the name of or for the account of the Client; and
  - (b) the Consultant Company shall not, and shall procure that any substitute shall not, hold itself out as having authority to bind the Employment Business or Client.
- 3.5 The Consultant Company shall comply with all reasonable standards of safety and comply with the Client's health and safety procedures from time to time in force at the premises where the Services are provided and report to the Client any unsafe working conditions or practices.
- 3.6 The Consultant Company may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that the Employment Business and/or the Client will not be liable to bear the cost of such functions.
- 3.7 The Consultant Company shall, and shall procure that the Individual shall:
- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);

- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) promptly report to the Employment Business and Client any request or demand for any undue financial or other advantage of any kind received by the Consultant Company or the Individual in connection with the performance of this agreement;
- (d) immediately notify the Employment Business if a foreign public official becomes an officer or employee of the Consultant Company or acquires a direct or indirect interest in the Consultant Company (and the Consultant Company warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this agreement);
- (e) ensure that all persons associated with the Consultant Company or other persons who are performing services in connection with this agreement comply with this clause 3.7; and

3.8 Failure to comply with clause 3.7 may result in the immediate termination of this agreement.

3.9 For the purpose of clause 3.7, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of clause 3.7, a person associated with the Consultant Company includes but is not limited to any Substitute.

3.10 The Consultant Company shall:

- (a) not engage in any activity, practice or conduct which would constitute either:
  - (i) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
  - (ii) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
- (b) have and shall maintain in place throughout the term of this agreement such policies and procedures as are reasonable in all the circumstances to prevent the facilitation of tax evasion by another person (including without limitation employees of the Consultant Company and any Substitute), in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017; and
- (c) promptly report to the Employment Business any request or demand received by the Consultant Company or the Individual from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 in connection with the performance of this agreement;

3.11 Failure to comply with clause 3.10 may result in the immediate termination of this agreement.

#### 4. **TIMESHEETS AND INVOICING**

4.1 The Consultant Company shall deliver to the Employment Business by midday on the Tuesday following the Relevant Period the Consultant Company's time sheet duly completed to indicate the number of hours worked by the Consultant Company during the preceding week (**Relevant Period**) authorised by the Client. Within 7 working days of receiving the Timesheet or electronic authorisation, the Employment Business shall send a Self-Bill Invoice to the Supplier. For the avoidance of doubt, there shall be no Consultant Company invoice and the Supplier's entitlement to payment shall derive from the Self-Bill Invoice.

4.2 The Employment Business shall not be obliged to pay any fees to the Consultant Company unless an authorised time sheet has been properly submitted by the Consultant Company in accordance with clause 4.1.

4.3 For the avoidance of doubt, the Consultant Company shall not be entitled to receive payment from either the Employment Business or the Client for any time not spent on the Assignment whether due to holiday, illness, absence or any other reasons.

## 5. FEES

5.1 The Employment Business shall pay the Consultant Company the fee agreed, plus VAT where appropriate, within 7 days of receipt of completed time sheet as per the requirements of clause 4 above. If the Consultant Company has ceased working for the Employment Business then VAT payments will not be backdated and the Employment Business is not under any obligation to do so once Self-Bill records have been closed.

5.2 The Employment Business shall be entitled to deduct from the Fee (and any other sums) due to the Consultant Company any sums that the Consultant Company may owe to the Employment Business at any time. For the avoidance of doubt this includes the right to make deductions where an overpayment has occurred, whether that error has occurred through the fault of the Employment Business, the Consultant Company or the Client.

5.3 Payment in full or in part of the fees claimed under clause 5 or any expenses claimed under clause 7 shall be without prejudice to any claims or rights of the Employment Business against the Consultant Company in respect of the provision of the Services.

5.4 Subject to clause 5.9 below, the Consultant Company shall be responsible for any PAYE, Income Tax and National Insurance Contributions (**NICs**), and any other employment taxes and deductions payable in respect of the Individual providing the Services on behalf of the Consultant Company under the terms of this agreement.

5.5 Where any Individual provided by the Consultant Company is liable to be taxed in the United Kingdom and/or liable to pay NICs in respect of income the Individual receives from the Consultant Company, the Consultant Company warrants that it will at all times comply with:

- (a) the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax; and
- (b) the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs.

5.6 The Employment Business may, at any time during the term of this agreement, require the Consultant Company to provide information demonstrating compliance with clause 5.5 above or that clause 5.5 does not apply to it.

5.7 A request under clause 5.6 above may specify the information which the Consultant Company must provide to the Employment Business and the period within which that information must be provided.

5.8 For the purposes of the collection and management of revenue for which it is responsible, the Employment Business may supply any information which it receives in accordance with this clause 5 to the Commissioners of Her Majesty's Revenue and Customs.

5.9 If the Client determines that IR35 applies to this engagement:

- (a) the Employment Business will be required to deduct PAYE and NICs at source from the amounts paid to the Consultant Company in accordance with this agreement;
- (b) the invoiced amount and/or the rate advertised to the Consultant Company for the Services shall be reduced by the prevailing rate of Employer's NICs, Pension Contributions, Holiday Pay and Apprenticeship Levy; and
- (c) the parties acknowledge and agree that the invoiced amount and/or the rate advertised being reduced in accordance with clause 5.9(b) above, shall mean that Employer's NICs are not paid by any Individual provided by the Consultant Company to carry out the Services under this agreement.

## **6. THE APPLICATION OF IR35**

6.1 Where the Client determines that IR35 applies to an Assignment as per clause 5.9 above, the following clauses relating to the Conduct Regulations shall apply:

- (a) Where relevant, the Consultant Company shall use reasonable endeavours to ensure that a Valid Opt-Out is provided to the Employment Business.
- (b) Where there is no Valid Opt-Out under the Conduct Regulations, the Employment Business:
  - (i) agrees to provide all necessary information required in accordance with Regulation 13 of the Conduct Regulations;
  - (ii) agrees not to withhold any payments due to the Consultant Company for Services provided by the Consultant Company where payment of the Fee has not been received from the Client, providing that the Consultant Company can evidence that the Services have been provided;
  - (iii) agrees to act on the basis of an employment business and/or employment agency as defined by the Conduct Regulations and agrees to procure the Assignment on behalf of the Consultant Company on this basis; and
  - (iv) shall permit the Consultant Company to suspend the provision of the Services at such times to be agreed with the Employment Business and Client to permit the Individual to take holiday entitlement under the Working Time Regulations 1998. No payment will be made to the Contractor for any such period of suspension.

6.2 Notwithstanding the above, where the Client determines that IR35 applies to an Assignment as per clause 5.9 above, the Employment Business agrees that it falls within the meaning of "Temporary Work Agency" as defined in the AWR and it is acknowledged, to the extent required by the AWR that the responsibility of complying with the obligations relating to the Individual shall fall upon and be discharged by the Consultant Company and Employment Business.

- (a) If the Temporary Worker has completed the Qualifying Period on the start date of the Assignment or completes the Qualifying Period during the relevant Assignment, the Temporary Worker will be informed of the Qualifying Period Rate of Pay if different from the Fee, together with the Other Qualifying Period Payments and other Relevant Terms and Conditions to which the Temporary Worker is now entitled under AWR.
- (b) If the Temporary Worker considers that they have not received the Relevant Terms and Conditions on completion of the Qualifying Period, the Temporary Worker may raise this in



writing with the Employment Business setting out as fully as possible the basis of their concerns. The Employment Business shall, within 28 days of receiving such request, provide the Temporary Worker with a written statement setting out:

- (i) relevant information relating to the basic work and employment conditions of the workers of the Client;
- (ii) the factors that the Employment Business considered when determining such basic work and employment conditions; and
- (iii) where the Employment Business seeks to rely on the defence in regulation 5(3) of the AWR 2010, relevant information which:
  - (A) explains the basis on which it is considered that an individual is a comparable employee; and
  - (B) describes the basic work and employment conditions which apply to that employee.

## **7. EXPENSES**

- 7.1 The Employment Business shall reimburse expenses incurred by the Consultant Company in the course of the Engagement, subject to the Employment Business and Client's prior written approval.
- 7.2 If the Consultant Company is required to travel abroad in the course of the Engagement, the Consultant Company shall be responsible for any necessary insurances, inoculations and immigration requirements.

## **8. CONSULTANT COMPANY'S OBLIGATIONS**

- 8.1 During the Engagement the Consultant Company shall:
  - (a) provide the Services with all due care, skill and ability;
  - (b) promptly give to the Employment Business and/or Client all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services;
  - (c) have the requisite skill and training to provide the Services;
  - (d) maintain necessary qualifications and membership of relevant societies in order to provide the Services;
  - (e) provide all equipment necessary to undertake the Services;
  - (f) not to engage in any conduct detrimental to the interests of the Employment Business or the Client, which includes any conduct tending to bring the Employment Business or the Client into disrepute or which results in loss of custom or business;
  - (g) take all reasonable steps to safeguard its own safety and the safety of any other person affected by its actions on the Assignment;
  - (h) comply with all statutory obligations and codes of practice to which the Consultancy Company is subject, in respect of Individuals including but not limited to the Working Time Regulations;
  - (i) comply with any rules or obligations in force at premises where the Services are performed during the Assignment to the extent that they are reasonably applicable;

- (j) notify the Employment Business in writing if it should become insolvent, dissolved or subject to a winding up petition
- (k) comply with all requirements of VAT legislation and the Companies Act 1985 and notify the Employment Business in writing at the point of the Consultant Company's de-registration for VAT; and
- (l) comply with Data Protection Legislation in relation to any personal data which the Consultant Company becomes privy to during the performance of the Services.

8.2 The Consultant Company acknowledges its obligations detailed in clause 8 and agrees that breach of any such detailed obligations may cause the Employment Business to suffer loss. Should the Employment Business suffer such loss, the Employment Business reserves the right to recover said losses from the Consultant Company and this may be done by way of set-off or deduction from any sums owed by the Employment Business to the Consultant Company.

## **9. OTHER ACTIVITIES**

Nothing in this agreement shall prevent the Consultant Company from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that such activity does not cause a breach of any of the Consultant Company's obligations under this agreement.

## **10. CONFIDENTIAL INFORMATION**

10.1 The Consultant Company acknowledges that in the course of the Engagement it will have access to Confidential Information. The Consultant Company has therefore agreed to accept the restrictions in this clause 10.

10.2 The Consultant Company shall not (except in the proper course of its duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use its best endeavours to prevent the publication and disclosure of) any Confidential Information. This restriction does not apply to:

- (a) any use or disclosure authorised by the Client or required by law; or
- (b) any information which is already in, or comes into, the public domain otherwise than through the Consultant Company's unauthorised disclosure.

## **11. INTELLECTUAL PROPERTY**

11.1 The Consultant Company acknowledges that all copyright, trademarks, patents and other Intellectual Property Rights derived from the Services shall belong to the Client. Accordingly, the Consultancy Company shall execute all such documents and do all such acts as may be required to give effect to the Client's rights pursuant to this clause.

## **12. INSURANCE AND LIABILITY**

12.1 The Consultant Company shall have liability for and shall indemnify the Employment Business for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Consultant Company of the terms of this agreement including any negligent or reckless act, omission or default in the provision of the Services or demands by any third party (including specifically, but without limitation, Her Majesty's Revenue and Customs and any successor, equivalent or related body

pursuant to the IR35 Legislation and/or any of the provisions of Chapter 8 or 10 and/or section 688A of the Income Tax (Earnings and Pensions) Act 2003 and/or any supporting or consequential secondary legislation relating thereto, and shall accordingly maintain in force during the Engagement full and comprehensive Insurance Policies.

12.2 The Consultant Company shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to the Employment Business and that the level of cover and other terms of insurance are acceptable to and agreed by the Employment Business. Such Insurance Policies must include as a minimum:

- (a) Public liability insurance for a sum of not less than £2,000,000 (two million pounds sterling);
- (b) Professional indemnity insurance for a sum of not less than £1,000,000 (one million pounds sterling);
- (c) Employer's liability insurance where required by statute and at the statutory level;
- (d) tax investigation for a sum of not less than £100,000 (one hundred thousand pounds sterling) and tax liability insurance for a sum of not less than £100,000 (one hundred thousand pounds sterling) including cover for any claims pursuant to the IR35 Legislation; and
- (e) Any other policies as notified by the Employment Business from time to time as requested by the Client.

12.3 The Consultant Company shall supply to the Employment Business copies of the Insurance Policies and evidence that the relevant premiums have been paid. The Consultant Company shall maintain the professional indemnity insurance policy in force for at least 6 (six) years following the expiry of the Assignment.

12.4 The Consultant Company shall comply with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Consultant Company is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Consultant Company shall notify the Employment Business without delay.

12.5 The Consultant Company shall be liable for any defects arising in relation to the provision of the Services and shall rectify at its own cost such defects as may be capable of remedy.

### **13. TERMINATION**

13.1 An Assignment may be terminated by either party upon giving the required 1 days' notice.

13.2 Notwithstanding the provisions of clause 13.1, the Employment Business may terminate the Engagement with immediate effect without notice and without any liability to make any further payment to the Consultant Company (other than in respect of amounts accrued before the Termination Date) if at any time:

- (a) the Client serves notice on the Employment Business for the termination of the services which the Employment Business provides to the Client;
- (b) the Consultant Company commits any fundamental misconduct affecting the Business of the Employment Business;
- (c) the Consultant Company commits any serious or repeated breach or non-observance of any of the provisions of this agreement;

- (d) the Individual is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed); or
- (e) the Consultant Company is, in the reasonable opinion of the Employment Business and/or Client, negligent or incompetent in the performance of the Services;
- (f) the Individual is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984;
- (g) the Consultant Company makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the Consultant Company;
- (h) the Consultant Company breaches the obligations contained in clause 3.10 to clause 3.11;
- (i) the Consultant Company commits any breach of the Employment Business's and/or Client's policies and procedures; or
- (j) the Consultant Company commits any offence under the Bribery Act 2010.

13.3 If the Consultant Company is unable to perform the Services for any reason, and a suitable substitute cannot be found then the Consultant Company should inform the Employment Business as soon as is reasonably practicable. In the event that the Consultant Company cannot find a substitute and notice of the same has been given to the Employment Business, the Employment Business shall be able to terminate the Engagement with immediate effect provided that the Consultant Company receives all Fees due up to and including the date of termination of the Engagement.

13.4 The rights of the Employment Business under clause 13.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this agreement on the part of the Consultant Company as having brought the agreement to an end. Any delay by the Employment Business in exercising its rights to terminate shall not constitute a waiver of these rights.

**14. STATUS**

14.1 The relationship of the Consultant Company to the Employment Business and/or Client will be that of independent contractor and nothing in this agreement shall render it an employee, worker, agent or partner of the Employment Business and/or Client and the Consultant Company shall not hold itself out as such.

14.2 The Consultant Company warrants that it is not nor will it prior to the cessation of this agreement, become a managed service company, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.

**15. NOTICES**

- 15.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at the address given in this agreement or as otherwise notified in writing to the other party; or
  - (b) sent by email to its main email address.

- 15.2 Unless proved otherwise, any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the address given in this agreement or given to the addressee; and
  - (b) if sent by pre-paid first-class post or other next working day delivery service, at 10.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
  - (c) if sent by email, at the time of transmission.

15.3 If deemed receipt under clause 15.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 15.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

15.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

## **16. ENTIRE AGREEMENT**

16.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

16.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

16.4 Nothing in this clause shall limit or exclude any liability for fraud.

## **17. VARIATION**

No variation of this agreement or of any of the documents referred to in it shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## **18. COUNTERPARTS**

This agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

## **19. THIRD PARTY RIGHTS**

19.1 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

19.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

**20. GOVERNING LAW**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**21. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Accepted for and on behalf of Mane Contract Services Ltd:

Accepted for and on behalf of the Consultant Company:



.....  
Signature

LUIGI PACELLI, EXECUTIVE CHAIRMAN  
Name and Position

.....  
Signature

.....  
Name and Position

.....  
Date