

Sweet Umbrella Limited CONTRACT

FOR SERVICES

This contract for services is made between:

Sweet Umbrella Limited, of; Silverstream House, 45 Fitzroy Street, London, England, W1T 6EB (known hereinafter as the "Client"); and, of;
(known hereinafter as the "Contractor")

THIS CONTRACT IS MADE ON: 1 Mar 22 2023 09:29 GMT

RECITALS

- i. **The Client engages with and supplies contractors who have the requisite skills (or access to the requisite skills) to its Customers.**
- ii. **The Contractor has the skills (or access to the skills) necessary to provide Services to the Customer or for the onward supply by the Customer to their client.**

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 In these Conditions, the following definitions apply:

Assignment: the Services to be provided by the Contractor to the Customer (or the Customer's client) in accordance with these Conditions.

Assignment Schedule: the description or specification for the Services agreed verbally or in writing by the Client and the Contractor for the supply of Services.

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

Charges: the charges payable by the Client for the supply of the Services in accordance with clause 7.

Contractor: the person or firm from whom the Client purchases the Services.

Customer: the person, firm, partnership, company or group company (as the case may be) to whom the Contractor is supplied by the Client for the onward supply by the Customer to their client.

Conditions: these terms and conditions as amended from time to time in accordance with clause [13.8](#).

Contract: the agreement between the Client and the Contractor for the supply of Services in accordance with these Conditions.

Data Protection Legislation: (i) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK, (ii) the Data Protection Act 2018 and (ii) any successor legislation to the GDPR or the Data Protection Act 2018.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Personnel: any employees, workers, hired assistants, agents or subcontractors of the Contractor utilised in the performance of this Contract.

Services: the services to be provided by the Contractor under the Contract as set out in the Assignment Schedule.

Site: the location, site or sites where the Services are to be provided by the Contractor.

1.1 In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to **writing** or **written** includes faxes and e-mails.
- (f) A reference to the masculine includes the feminine.
- (g) A reference in the singular includes the plural.

2. **BASIS OF CONTRACT**

2.1 These Conditions set out the entire agreement between the Client and the Contractor for the supply of Services to the Customer (or the Customer's client) and shall govern all Assignments undertaken by the Contractor (including, for the avoidance of doubt, where the Contractor undertakes an Assignment without having signed these Conditions). No contract shall exist between the Client and the Contractor between Assignments.

2.2 The Assignment Schedule whether communicated verbally or in writing constitutes an offer by the Client of an Assignment with a Customer (or the Customer's client) to the Contractor in accordance with these Conditions.

2.3 The Assignment Schedule shall be deemed to be accepted on the earlier of:

- (a) the Contractor issuing written acceptance (which includes agreeing to these Conditions - where it is the first Assignment) of the Assignment Schedule; or
- (b) any act by the Contractor consistent with fulfilling the Assignment Schedule,

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

- 1.1 The Client is not obliged to offer an Assignment to the Contractor and the Contractor shall not be obliged to accept any Assignment offered by the Client.
- 1.2 The Contractor acknowledges that the nature of this Contract means that there may be periods when no suitable Assignments are available. The Contractor agrees that the suitability of an Assignment shall be determined solely by the Client and that the Client shall incur no liability to the Contractor should it fail to offer Assignments of the type of work specified in the Assignment Schedule or any other work. For the avoidance of doubt both parties agree and accept that the Client is under no obligation to provide any Assignments to the Contractor at any time and the Contractor is under no obligation to accept any Assignments or provide Services at any time and that the Contractor is free to work for other parties at any time.
- 1.3 These Conditions apply to the Contract to the exclusion of any other terms that the Contractor seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2. SUPPLY OF SERVICES

- 2.1 Upon acceptance of an Assignment the Contractor shall (subject to the Contractor's rights under this Contract) provide the Services to the Customer (or the Customer's client) in accordance with the terms of this Contract.
- 2.2 The Contractor will utilise the necessary Personnel required to provide the Services. The Client will have no contractual or financial relationship with any Personnel utilised by the Contractor.
- 2.3 The Contractor may send a substitute(s) for any Personnel utilised by the Contractor in performance of the Services. The Contractor will ensure that in sending any substitute(s) that it complies with clause 3 of this Contract. Where sending a substitute(s) in compliance with the terms of clause 3 of this Contract the Client may only reject any substitute(s) where such substitute(s) does not possess the necessary skills or qualifications to perform the Services.
- 2.4 Where the Contractor utilises a substitute(s) as described in this Contract the Client will have no financial or contractual relationship with any substitute(s).
- 2.5 Where the Contractor is to utilise its Personnel (including any substitutes) in order to provide the Services, the Contractor will provide the following details of each individual Personnel prior to the individual commencing the supply of Services on behalf of the Contractor:
 - (a) Name and address
 - (b) Details of training and copies of certificates and skill cards held.
- 2.6 Any Personnel or any substitute(s) utilised by the Contractor are not entitled to participate in the Client's, the Customer's or the Customer's client's grievance and disciplinary procedures.
- 2.7 The parties agree that the Contractor will determine the manner in which the Services are provided.
- 2.8 In providing the Services, the Contractor shall, and shall ensure that its Personnel shall:

- (a) Use its own initiative in how to complete the Services and have the flexibility to arrange how the Services are carried out.
- (b) perform the Services with reasonable skill and diligence;
- (c) use Personnel who are suitably skilled, experienced and possess the necessary qualifications to perform the Services, and in sufficient number to provide the Services (the Client reserves the right to request evidence of any such qualifications);
- (d) ensure that the Services will conform to any health and safety or quality standards;
- (e) obtain and maintain at all times all necessary licences and consents, and comply with all applicable laws and lawfully enacted regulations;
- (f) observe all health and safety rules and regulations and any other security requirements that apply at any Site at which the Services are to be provided;
- (g) not do or omit to do anything which may cause the Client to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;

1.2 The Contractor warrants it will have in place and has made its Personnel aware of all policies notified to it by the Client, the Customer or the Customer's client from time to time.

1.3 The Contractor shall verify that all Personnel have the necessary licences, permits and consents under the Immigration and Asylum and Nationality Act 2006 before entering the Site and shall keep appropriate records.

2. ADDITIONAL CONTRACTOR OBLIGATIONS

2.1 The Contractor shall:

- (a) provide such information and/or documentation to the Client that the Client requests to enable the Client to determine the correct tax and National Insurance treatment of the Contractor and to enable the Client to comply with any statutory obligations including (but not limited to) those relating to tax and National Insurance with regards to the Services provided by the Contractor;
- (b) cooperate with the Client to the extent required by the Client so that the Client can determine the correct tax and National Insurance treatment of the Contractor and to enable the Client to comply with any statutory obligations including (but not limited to) those relating to tax and National Insurance with regards to the Services provided by the Contractor;

2.2 The Contractor warrants that the information and/or documentation it will provide to the Client in accordance with Clause 4.1 above shall be honest, accurate and factual. The Contractor acknowledges that the Client will rely on the information provided by the Contractor to:

- (a) comply with any statutory obligations with regards to (but not limited to) tax and National Insurance;
- (b) determine the correct method of engagement, and;
- (c) to determine the tax and National Insurance treatment of the Contractor.

2.3 The Contractor agrees and accepts that any false or fraudulent information and/or documentation provided by the Contractor in accordance with this Clause 4 may result in the Contractor incurring a liability in law.

- 1.1 The Contractor agrees and accepts that any decision made by the Client regarding the correct tax and National Insurance treatment of payments made to the Contractor by the Client is final and that the Contractor has no valid claim, right to recompense or any recourse financial or otherwise under these Conditions against/from the Client where the Contractor seeks to challenge the Client's decision with HM Revenue & Customs (or similar authority), the Tax Tribunal (or any Court or Tribunal) regardless of whether said challenge is successful.

2. CLIENT REMEDIES

- 2.1 If the Contractor fails to perform the Services to the required standard, the Client shall, without limiting its other rights or remedies, have one or more of the following rights:
- (a) to terminate the Contract with immediate effect by giving written notice to the Contractor;
 - (b) to refuse to accept any subsequent performance of the Services which the Contractor attempts to make;
 - (c) to recover from the Contractor any costs incurred by the Client in obtaining substitute services from a third party. The Client retains the right to determine the method of recovery which is to include, but is not limited to, a deduction from any Charges or any other amounts owed to the Contractor by the Client;
 - (d) where the Client has paid in advance for Services that have not been provided by the Contractor, to have such sums refunded by the Contractor; or
 - (e) to claim damages for any additional costs, loss or expenses incurred by the Client which are in any way attributable to the Contractor's failure to meet such standard.
- 2.2 The Client's rights under this Contract are in addition to its rights and remedies provided for by statute and common law.

3. CLIENT OBLIGATIONS

The Client shall procure that:

- (a) the Contractor has reasonable access at reasonable times to the Site at which the Services are to be performed for the purpose of providing the Services subject to the rules and general operational regulations of each individual Site; and
- (b) such information is made available to the Contractor as is reasonably necessary for the purpose of providing the Services;

4. CHARGES AND PAYMENT

- 4.1 The Charges for the Services shall be set out in the Assignment Schedule or shall be agreed verbally from time to time and shall be the full and exclusive remuneration of the Contractor in respect of the performance of the Services. Unless otherwise agreed in writing by the Client, the Charges shall include every cost and expense of the Contractor (including any use of substitute(s)) directly or indirectly incurred in connection with the performance of the Services.
- 4.2 The Client will make arrangements for payment solely on the presentation of a valid invoice from the Contractor. If the Contractor is registered for VAT the invoice must contain the appropriate information to ensure the invoice constitutes a valid VAT invoice, failing which the

Client reserves the right to withhold any such payment until such time as a valid invoice has been submitted.

- 1.1 The Contractor is responsible for all its travelling expenses to and from any location where it has been engaged to provide the Services. Where transport facilities are made available by the Client to a particular location this is entirely at the Client's discretion and such facilities may be withdrawn at any time and the costs of such facilities may be reflected in the price or rate agreed with the Contractor.
- 1.2 The Contractor agrees and undertakes to be responsible for all income tax liabilities and national insurance or similar contributions in respect of the rate payable to the Contractor under this Contract for Services and the Contractor agrees to indemnify and to keep indemnified the Client against all demands for National Insurance contributions and any income tax, penalties, fines or interest in respect thereof and against the Client's costs of dealing with any such demands. In this respect the Contractor agrees and undertakes to comply with Schedule B of this Contract for Services and the Contractor accepts that compliance with Schedule B of this Contract for Services is a condition of this Contract for Services.
- 1.3 As an independent business, the Contractor agrees that it is not entitled to any payment for periods when the Services are not provided including where the Services are cancelled by the Client or the Client's client.

2. INDEMNITY

- 2.1 The Contractor shall indemnify the Client and keep the Client indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Client as a result of or in connection with:
 - (a) any claim made against the Client by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Contractor, its Personnel or its substitute(s); and
 - (b) any claim brought against the Client for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services.
 - (c) any claim brought against the Client for any damage to property, bodily injury or death caused by the Contractor, its Personnel or its substitutes(s).
- 2.2 For the duration of the Contract, the Contractor shall maintain in force, with a reputable insurance company, Employers Liability insurance, Public Liability insurance and Professional Indemnity insurance to cover the liabilities that may arise under or in connection with this Contract and shall, on the Client's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance prior to the commencement of each Assignment.
- 2.3 The Contractor warrants that all Personnel and any substitute(s) engaged by the Contractor to provide Services under this Contract are treated as employees and employed earners for the purposes of tax and National Insurance (respectively). The Contractor hereby confirms that all remuneration received by all Personnel or any substitute(s) engaged by the Contractor to

provide Services under this Contract constitutes employment income under the Income Tax (Earnings and Pensions) Act 2003 for tax purposes and employed earner's earnings for National Insurance purposes. The Contractor accepts and acknowledges that the Client relies on the assurances given by the Contractor in this Clause.

- 1.1 In accordance with Clause 7.1 the Contractor is responsible for the payment of all costs and expenses incurred by the Contractor in the performance of the Services including the payment of Personnel and any substitute(s) engaged by the Contractor as a consequence of this Contract and is responsible for all associated PAYE, income tax, National Insurance contributions and all other taxes or duties which may be due as a consequence of the payments made by the Contractor to said Personnel and any substitute(s). The Contractor hereby indemnifies the Client and will keep the Client indemnified against any PAYE, income tax, National Insurance contributions and any other taxes or duties which may be due as a consequence of the payments made by the Contractor to said Personnel and any substitute(s) and further indemnifies the Client and will keep the Client indemnified against any penalties, fines, interest, expenses and costs which may be levied or which the Client may incur as a result.
- 1.2 The Contractor shall indemnify the Client and keep the Client indemnified for any liability, cost, claim, award or any other expense incurred by the Client in the event that any of the Contractor's Personnel and any substitute(s) make or threaten to make a claim in the Courts or Tribunals of the United Kingdom against the Client arising out of a breach or alleged breach by the Client, its sub-contractors or any other intermediaries, of any employment rights of said Personnel or any substitute(s).
- 1.3 This clause 8 shall survive termination of the Contract.

2. CONFIDENTIALITY

A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to, or otherwise obtained by, the Receiving Party by the other party (**Disclosing Party**), its Personnel (or substitute(s)), and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its Personnel (or substitute(s)) as they need to know it for the purpose of discharging the Receiving Party's obligations under the Contract and shall ensure that such Personnel (or substitute(s)) are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 9 shall survive termination of the Contract.

3. TERMINATION

- 3.1 The Client may, without limiting its other rights or remedies, terminate the Contract with immediate effect for any reason by giving written notice to the Contractor.
- 3.2 The Contractor may, without limiting its other rights or remedies, terminate the Contract by giving the Client four weeks' written notice.

4. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- (a) the Contractor shall immediately deliver to the Client all property that belongs to the Client, the Customer or the Customer's client. Until they have been returned or delivered, the Contractor shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (b) the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and
- (c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

1. DATA PROTECTION

- 1.1 The parties will comply with its obligations under all applicable Data Protection Legislation and the Client's data protection policy and any other relevant policies.

2. GENERAL

- 2.1 Force majeure: Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable. If such event or circumstances prevent the Contractor from providing any of the Services for more than four weeks, the Client shall have the right, without limiting its other rights or remedies, to terminate this Contract with immediate effect by giving written notice to the Contractor.
- 2.2 Assignment and subcontracting:
 - (a) The Contractor may, at its sole discretion, assign or subcontract all or any of its rights or obligations under the Contract without the prior written consent of the Client.
 - (b) The Client may at any time assign or subcontract all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- 2.3 Notices:
 - (a) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.
 - (b) Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.
 - (c) This clause [13.3](#) shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and

for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

1.1 Waiver and cumulative remedies:

- (a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

1.2 Severance:

- (a) If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

1.3 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership, contract of employment or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

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

1.5 Variation: Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Client.

1.6 Governing law and jurisdiction: The Contract, 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, English law and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England.

SIGNED:

DATE: Mar 22 2023 09:29 GMT

FOR AND ON BEHALF OF THE CLIENT

PRINT NAME: David Brown

CAPACITY: Account Manager

SIGNED:.....

DATE.....

FOR AND ON BEHALF OF THE CONTRACTOR

PRINT NAME:

CAPACITY:

ASSIGNMENT SCHEDULE

[Include all relevant details regarding the assignment, e.g.:]

- 1) Site details
- 2) Start details
- 3) When services will be required
- 4) Rate of pay
- 5) Qualifications required
- 6) Type of services required
- 7) Details of the end-client

SCHEDULE B

INDEMNITY

CONFIRMATION OF TAX AND NATIONAL INSURANCE TREATMENT OF REMUNERATION RECEIVABLE BY WORKERS

Company:

Contractor:

Director:

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

Signed for and on behalf of the Contractor & the Director:

Name

Position

Signed

Date

OPT-OUT NOTIFICATION

"We hereby give notice, pursuant to Regulation 32 of the conduct of Employment Agencies and Employment Businesses Regulations 2003 ("the Regulations") that both Sweet Umbrella Limited and do not wish the Regulations to apply to any engagements through .

Name: David Brown

Signed:

Date: Mar 22 2023 09:29 GMT

Signed for and on behalf of...

Name:

Position:

Signed:

Date: