

20th June 2024

PeraLabs Ltd
124-128 City Road
London
EC1V 2NX

Dear Halil,

Re: Contract Number: 732758.0 between Harvey Nash Limited T/A Flexhuis and PeraLabs Ltd

Please find enclosed documentation regarding the above referenced Agreement. We would appreciate it if you would please return via DocuSign at your earliest convenience.

According to our records both **PeraLabs Ltd** and **Halil Agin** have indicated that they would like to “**Opt Out**” of the Conduct of Employment Agencies and Employment Business Regulations 2003. I have therefore enclosed an Opt Out Form and would be grateful if this could be signed and returned by the Candidate.

Timesheets must be submitted via the Flexhuis online timesheet system, CMS. Full details can be found in the General Contract Terms. In the event that you should have any CMS queries, then please email CMSHelp@harveynash.com

Should you have any contract queries, please email Compliance@harveynash.com. If you encounter any payment queries, please email PayrollTeam@HarveyNash.com.

Yours sincerely,

Flexhuis Contracts Team

Flexhuis Contract Reference: 732758.0

CONTRACT DETAILS FOR CONTRACTORS

This agreement is dated 20th day of June 2024 ('Effective Date').

BETWEEN:

- (1) **Harvey Nash Limited T/A Flexhuis** whose registered office is 3 Noble Street, London, EC2V 7EE ("Flexhuis"); and
- (2) **PeraLabs Ltd (12905271)** whose registered address is 124-128 City Road, London, EC1V 2NX (the "Contractor")

BACKGROUND

The Contractor is a specialist in the field of computer consultancy services and agrees with Flexhuis that it shall perform certain computer consultancy services (as described in the definition of 'Services' in the Main Terms section below) in accordance with the Contract Details and General Contract Terms (as defined below).

The Contractor and the Consultant have given notice to **Opt Out** in accordance with The Conduct of Employment Agencies and Employment Businesses Regulations 2003 ("Conduct Regulations") in respect of the supply of the Services under this Agreement, therefore the Conduct Regulations shall **not** apply to this Agreement.

DEFINITIONS

"Agreement"	means together the Contract Details and the General Contract Terms (including its Schedules).
"Client"	means the Client referred to in the Schedule for whom the Services are to be performed (which shall include any Client Group Company and any client of the Client or any Client Group Company).
"Consultant" / "Contractor"	means a suitable and qualified independent contractor that operates through the Company, or a Substitute, provided in accordance with the Terms who is the employee(s), officer(s) or representative(s) of the Company (if any) who will perform the Services on behalf of the Contractor.
"Contract Details"	means the Flexhuis Contract Reference.
"General Contract Terms"	means the Harvey Nash Terms of Business for Supply of Consultancy Services by Limited Companies (2022 Edition) which have been provided to the Contractor, receipt of which is hereby acknowledged.
"Normal Working Day"	any day (other than Saturdays, Sundays and public and bank holidays in the country in which the Services are performed).
"Week"	means seven days.

REQUIREMENTS

- a. A copy of the Agreement must be fully completed and signed by the Contractor and returned to Harvey Nash before any payment can be made to the Contractor. This Agreement shall be deemed to have been accepted by the Contractor where the Contractor commences any of the Services detailed under these Terms. No payment will be made (or be due) until such signed copy is received by Flexhuis. Payment may also be delayed or withheld if the Contractor does not comply with the procedures for timesheets and payment set out in the Terms.
- b. The Client may, prior to the Start Date, or at any time prior to the Services being provided by the Contractor under this Agreement where the Services do not commence on the Start Date (for any reason whatsoever), give notice to Flexhuis that it no longer requires the Services of the Contractor. If that should happen, Flexhuis will give notice to the Contractor and this Agreement will automatically terminate on the date of that notice without either party being liable to the other.


MAIN TERMS "The Schedule"

Flexhuis Contract Reference:	732758.0
Client:	Telegraph Media Group Limited
Services:	Means computer consultancy services
Consultant:	Halil Agin
Start Date:	24 th June 2024
End Date (if applicable):	20 th December 2024
Normal Working Hours:	8 hours per Normal Working Day
Payment Rates:	£560.00 Per Day for services performed in Normal Working Hours on Normal Working Days (the "Normal Rate")
Payment Frequency:	Monthly
Additional Rates:	N/A
Termination:	In addition to the provisions set out in the Terms, this Agreement may be terminated for convenience by either party serving written notice as follows: Flexhuis to the Contractor: 2 Weeks Contractor to Flexhuis: 2 Weeks
Additional Terms and Variations to General Contract Terms (Where applicable):	N/A

This Agreement shall take effect either from the Effective Date or the Start Date, whichever is earlier and is executed by the parties in duplicate as follows:

For and on behalf of Flexhuis:

Signature:

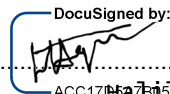


Kimberley Tanner, Contracts Manager

Date: 20th June 2024

For and on behalf of Contractor:

Signature:

DocuSigned by:

ACC170147B05492

Halil Agin

Name and Position.....

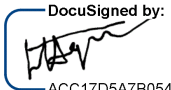
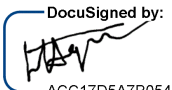
Date: 20 June 2024 | 13:55 BST

OPT OUT NOTIFICATION

Parties:

- (1) PeraLabs Ltd [12905271] of 124-128 City Road, London, EC1V 2NX (the "**Company**")
- (2) Halil Agin of 84 Yeldham Road, London, W6 8JG (the "**Consultant/Contractor**")

1. This Opt Out Notification supplements the agreement ("the **Agreement**") between Harvey Nash Limited T/A Flexhuis and the Company. The terms used in this notification shall have the same meaning as those defined in the Agreement.
2. The Company and the Consultant/Contractor acknowledge that it is their intention that the provisions of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (the "**Conduct Regulations**") do not apply to 732758.0
3. The Parties have freely entered into this Opt Out Notification.
4. The Company and the Consultant/Contractor are free to withdraw from this Opt Out Notification at any time by giving not less than one week's written notice to compliance@harveynash.com. However, if the notice is given during an Assignment it will not take effect until the Company Staff stops working in that Assignment and commences a new assignment.
5. We the undersigned have read, understand and agree to be bound by the terms of this Opt Out Notification. In particular, we understand that by signing this Opt Out Notification we are agreeing that the provisions of the Conduct Regulations shall not apply to 732758.0

	Company	Consultant/Contractor
Signed:	 (insert name and position) Halil Agin, Director <i>I confirm I am authorised to sign this Opt-Out Notification for and on behalf of the Company:</i>	
Print name:	Halil Agin	Halil Agin

Date:	20 June 2024 13:55 BST	20 June 2024 13:55 BST
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Terms of Business for Supply of Consultancy Services by Limited Companies

(2022 Edition)

This Agreement is made and entered into as of the date of signature on the Agreement / Schedule between Harvey Nash Limited T/A Flexhuis ("FH") and the Company named in the Agreement / Schedule (the "**Company**"). FH is an employment business (as defined in the Conduct of Employment Agencies and Employment Businesses Regulations 2003 "**Conduct Regulations**") that has engaged the Company to provide Services of Personnel ("**Consultants**") as stated in the Agreement / Schedule.

1. Definitions

1.1 The following words as used in this Agreement shall have the following meanings:

"Agreement" means these terms together with the Schedule (including any extensions) and any ancillary documentation (i.e. Opt Out Agreements) that are sent to the Company from time to time. Where there is a contradiction between these terms and the Schedule, the Schedule will prevail;

"Application Documentation" any tender documentation, application form or other written information provided by the Company to FH about the qualifications, skills, experience and general suitability of the Consultant for the relevant appointment;

"AWR" The Agency Workers Regulations 2010;

"Client Group Company" the "**Client**", any corporate body of which the Client is a subsidiary (as defined in Section 1159 of the Companies Act 2006) and any other subsidiary (as so defined) of such corporate body and any subsidiary (as so defined) of the Client; or any End Client as detailed in the Schedule.

"Company" means the limited company referred to in the Schedule. Any reference to the Company shall be interpreted as referring to both the Company and the Consultant, unless it is otherwise clear from the context of the reference. Where the Consultant is engaged to undertake services outside the UK, then "Company" shall also include the Consultant operating in a freelance or self-employed status.

"Consultant" / "Contractor" means a suitable and qualified independent contractor that operates through the Company, or a substitute, provided in accordance with the Terms who is the employee(s), officer(s) or representative(s) of the Company (if any) who will perform the Services on behalf of the Company. Any reference to the Consultant shall be interpreted as referring to both the Consultant and the Company, unless it is otherwise clear from the context of the reference.

"Data Protection Legislation" means any laws and regulations in any relevant jurisdiction relating to privacy or the use or processing of data relating to natural persons, including: (a) Data Protection Act 2018 ("DPA") as amended; the United Kingdom General Data Protection Regulation, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 ("UK GDPR"); and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (b) EU Regulation 2016/679 ("EU GDPR"); and (c) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the EU GDPR, UK GDPR or DPA; in each case, to the extent in force, and as such are updated, amended or replaced from time to time. Unless otherwise specified, reference to the "GDPR" in this Agreement shall include both the EU GDPR and the UK GDPR collectively.

"Deliverables" means work produced by the Company/Consultant as defined in the Schedule.

"Good Industry Practice" means the exercise of the skill, diligence, prudence, foresight and judgment which would be expected from a suitably skilled and experienced person engaged in the same type of services as the Services, applying the best standards currently generally applied in the relevant industry;

"FH Group Company" / "Nash Squared" any corporate body of which FH is a subsidiary (as defined in Section 1159 of the Companies Act 2006);

"Intellectual Property Rights" means any copyright works (including without limitation rights in data, drawings, sketches, literary works, artistic works, plans and computer software and whether registered or not), topography rights and other rights in semi-conductor chips, patents, applications for patents, trademarks or trading names (whether or not registered or registrable), rights in or to know-how, whether or not confidential (including without limitation in plans, models, formulae and computer software), designs (whether or not registered or registrable and including applications for registered designs), design rights, rights in inventions, moral rights, the right to claim damages for past infringements of the same and all rights having equivalent or similar effect (whether statutory or common law rights) wherever situated throughout the world;

"Inventions" all potentially patentable subject matter developed by the Consultant and which arises out of the services of the Consultant alone or with others during/arising out of the provision of the Services. In this clause potentially patentable subject matter includes all subject matter not excluded from patentability in either the European Patent Office and/or the USA Patent and Trade Mark Office as relevant in the circumstances;

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

"Off-Payroll" means amendments to Chapter 8 and Chapter 10 Part 2 of Income Tax (Earnings and Pensions) Act 2003;

"Schedule" means the Schedule to these Terms of Business;

"Similar contract of employment or for Services" means a contract of employment for Services involving the performance of duties similar or related to those performed by the Company/Consultant for or on behalf of any Nash Squared Company in the twelve (12) months prior to the termination or expiration of this Agreement.

1.2 Any references, express or implied, to legislation include references to;

- (a) that legislation as amended, extended or applied by or under any other legislation before or after this Agreement;
- (b) any legislation which that legislation re-enacts (with or without modification); and
- (c) any subordinate legislation made (before or after this Agreement) under any legislation, including one within clauses a or b above; but does not include any legislation after the date of this Agreement to the extent that it is retrospective or would increase or extend the liability of FH.

1.3 Words denoting persons shall include bodies corporate and unincorporated associations of persons;

1.4 Where the context permits the singular includes the plural and vice versa and words denoting one gender shall include any gender;

1.5 No variation or alteration to this Agreement will be valid unless the details of such variation are agreed between FH and the Company and set out in writing and signed by both parties save FH may vary the Off-Payroll status of assignment and vary Company fee and tax treatment during assignment if assignment is reclassified as an Inside IR35 Assignment;

2. Consultant's Duties

2.1 The Company warrants that it, and the Consultant, shall:

- a) provide the Services in accordance with the Agreement and ensure strict compliance with the Consultant's obligations set out in the Agreement;
- b) throughout the term of the Agreement supply the Services in accordance with Good Industry Practice at all times taking responsibility for the way in which the Services are performed;
- c) use its best endeavours to adhere to any/all time limits as may be prescribed by the Client/FH;
- d) comply with the work place rules, and health and safety, and any security requirements as required by the Client;
- e) comply with all reasonable requests of the Client and/or FH relevant to the performance of the Services; not commit any act or omission which either: constitutes unlawful discrimination or harassment of any personnel of FH or the Client; or compromises the business and/or commercial standing of FH or the Client; or brings the reputation of FH or the Client into disrepute;
- f) comply with all the Client's regulations, policies and protocols as notified by the Client and/or FH from time to time except where such regulations and policies relate solely to employees of the Client;
- g) comply with the Client's IT security policies and protocols when accessing or using the Client's systems (which it may only do with the consent of the Client);
- h) not, without the prior written approval of the Client, load any document or software onto any of the Client's systems nor introduce any virus thereon;
- i) not, without prior approval of FH (and Client where appropriate), do anything which may, in the reasonable opinion of FH (and/or the Client), create a conflict of interest with any appointment under this Agreement;
- j) maintain such policies of insurance as are appropriate in connection with the Services and the performance thereof by itself. This must include (but not necessarily be limited to) professional indemnity insurance and public liability insurance taken out with a reputable insurer. These policies must be kept up to date throughout the course of this Agreement and for a period of one year following expiration of termination thereof. The level of cover maintained must be at least a minimum of £1,000,000.00 for the work carried out and copies of all necessary insurance documentation must be provided to FH on request;
- k) provide such reports in relation to performance of the Services as are requested by FH and/or the Client from time to time;
- l) comply with the requirements of all laws and legislation relevant to the Company's business from time to time in force which are applicable to the Services which shall include Off-Payroll – both Company and FH shall adhere to any/all respective liabilities as may arise during the course of the Assignment under the Off-Payroll legislation with the requirements of all laws and legislation relevant to the Company's business from time to time in force which are applicable to the Services which shall include Off-Payroll;
- m) comply with all legal and fiscal obligations of the country in which the Services are performed and any requirement to register residency;
- n) comply with the relevant terms of any contract between FH and the Client for the provision of Services; and not cause FH to be in breach of any of the terms of such contract; such, as has been brought to the Company's/Consultant's attention by FH; and
- o) at the request of FH, provide confirmation of identity and written references and cooperate in any checks of FH and/or the Client relevant to the performance of the Services, which may include but are not limited to, experience, skills, training, ability, financial situation, qualifications and authorisations.

- p) not engage in any conduct detrimental to the interests of FH or the Client, including, without limitation, any conduct likely to bring FH or the Client into disrepute;
- q) give reasonable notice to FH and the Client of any period during which the Consultant will be unavailable or unable to perform the Services;
- r) upon request of FH, supply copies of any relevant qualifications or authorisations that the Consultant is required by the Client or by law, or any professional body to have in order to provide the Services to the Client;
- s) where necessary, provide at its own cost all such equipment and training for the Consultant as is reasonable for the adequate performance of the Services; and
- t) and will ensure that the Consultant shall co-operate with the Client's staff and liaise at all appropriate times with the individual(s) representing the Client to ensure the appropriate performance and delivery of the Services and will use its own skills and initiative as to the technical manner in which the Services are delivered.

2.2 The Company shall indemnify FH (and/or the Client) in respect of all Losses, claims, damages and expenses (including legal fees) which FH (and/or the Client) may suffer as a result of;

- a) breach by the Consultant of any of the obligations set out in this Agreement; and/or
- b) fraud or dishonesty of the Consultant.

2.3 If the Company/Consultant is requested by FH to remedy breach, (which may include re-performance of the Services) of this Agreement, the Company shall ensure the Consultant will do so to the satisfaction of the Client in its own time and at no additional cost to FH or the Client.

2.4 The Company shall ensure that the Consultant is engaged under a contract that includes terms which materially reflect and flow down the terms of this Agreement (the "Applicable Terms"). The Company shall be liable for and shall indemnify FH for any loss or damage suffered by FH and/or the Client arising out of or in connection with the Company's failure to ensure that the Applicable Terms are reflected in the contract, or from the Company's failure to secure acceptance of the Consultant to the Agreement which results, in or materially contributes to, a financial loss suffered by FH and/or the Client.

2.5 The Company acknowledges and accepts that where the assignment is an Inside IR35 assignment FH has a statutory duty to make deductions in accordance with Off-Payroll to payments made by FH to the Company and that the right of substitution does not apply.

3. Timesheets and Payment

3.1 Subject to timesheet approval requirements pursuant to clause 2.1(c), FH shall pay the Company on the basis of Services performed hereunder. If no Services are performed, no payment will be due.

3.2 Payment will be made in accordance with the following:

- a) timesheets must be in a format approved by FH and the use of FH's electronic timesheet system, CMS, is preferred;
- b) where a Client timesheet system is used the approved timesheet must display the Consultant's name; the Client name in full; the week ending date; the number of units/hours worked for each day, and the total for the week using decimals, not hours and minutes; approval by Client – clearly stated (i.e. "Approved");

3.3 the Payment Rates set out in the Main Terms section of the Contract Details (or such other rate(s) as may be agreed in accordance with the Agreement). However, payment will be at Normal Rate unless previously authorised in writing by the Client. If a Consultant is paid less than Normal Working Hours on any day, the Company will receive a pro rata payment in respect of work carried out.

3.4 Unless otherwise agreed in writing, the Company, and its Consultant, is responsible for;

- a) all of its expenses incurred in connection with the performance of the Services; and
- b) all materials and tools required to perform the Services, unless otherwise specified by the Client.
- c) FH shall not have any responsibility or obligation to the Company in relation to a) or b) above.
- d) FH shall be entitled to offset any sum it may be liable to pay the Company against any sums the Company may be or become liable to pay FH including;
 - i. if the Company or its Consultant applies for or has made against it a receiving order; or
 - ii. makes a composition with its creditors or an administration order is made; or
 - iii. resolution passed for the winding up of the Company; or
 - iv. FH has reasonable grounds to believe that the Company is insolvent and cannot or will not pay the Consultant.

3.5 No payment will be due to the Company if the Services are, in the opinion of FH or the Client, unacceptable. This may include, but shall not be limited to, instances where the Services have not been performed in accordance with Good Industry Practice. The opinion of the Client, or FH, is final and FH is under no obligation to query any decision of the Client in this regard.

- 3.6 Any payment made to the Company by FH or the Client does not constitute acceptance of the relevant Services and will not prevent FH from taking subsequent action against the Company in respect of those Services, or from recovering any amount overpaid or wrongfully paid.
- 3.7 FH shall be entitled to deduct from payments under this Agreement any sums (including fines, interest and penalties) which it reasonably considers have been previously overpaid and/or are required to be paid to the Client, or any other relevant authority or body pursuant to any regulation or law relating to the Services. Such deductions will be confirmed in writing to the Company prior to action.
- 3.8 All amounts payable under this Agreement are exclusive of VAT which, if applicable, shall be payable by FH at the prevailing rate on supply of the Company's VAT certificate.
- 3.9 Notwithstanding any other terms set out under this Agreement, FH shall be entitled to withhold any payments due (or which may become due) under this Agreement in the event that the Company or its Consultant fails to provide the correct notice period in accordance with clause 8.2 of this Agreement. Where there are no payments due, FH reserves the right to claim any/all damages suffered as result of the failure to observe their contractual notice.
- 3.10 Notwithstanding any other terms set out under this Agreement, the Company acknowledges that should the Company/Consultant fail to return the Client's property and material in accordance with clause 5(f) of this Agreement (the "**Client Property Costs**") the Company will pay to FH on demand the Client Property Costs.
- 3.11 The Company acknowledges that the Client may request a break in the Services from time to time for any reason (the "Furlough"). During such Furlough the Consultant shall not be required to provide any Services to the Client and no payment shall be made to the Company for any periods of Furlough. The Company/Consultant shall be informed of any such Furlough in writing by FH.
- 3.12 All payments due under this Agreement for Services performed by the Consultant will only be made by FH to the Company's business account confirmed under the Contract Details and FH will not be obligated to make payments to any other account or any other party unless otherwise mutually agreed between the parties.
- 3.13 The Consultant shall submit timesheets for Client authorisation in accordance with clause 3.2. The Company/Consultant acknowledges that in order to approve submitted timesheets, the Client may require evidence to support the work performed during the time claimed. This may include, but shall not be limited to, reports, drawings, sketches and/or presentations. The Company/Consultant agrees to fully co-operate in providing the Client with any/all evidence that they may reasonably require in order to validate any/all discrepancies in time claimed. The Company/Consultant acknowledges that failure to co-operate in the provision of relevant evidence will amount to delays in payment being made to them. In the event the Company/Consultant has Opted-Out of the Conduct Regulations, no payment shall be made without the Client having first issued payment to FH. No payment shall be made without the relevant timesheet having been approved by the Client.
- 3.14 The Company/Consultant acknowledges that the Client may dispute a submitted timesheet if it is unable to verify the time claimed against evidence of Services provided. In such cases, the Company/Consultant shall fully co-operate with any/all relevant investigation and acknowledges that failure to supply suitable evidence to validate time claimed shall delay payment being made to the Consultant. The Company acknowledges that the Consultant is responsible for seeking Client approval for the timesheet.
- 3.15 FH reserves the right to change timesheet and invoicing arrangements on reasonable notice and in particular operates the self-billing system on a discretionary basis and may cease to operate such system at any time.
- 3.16 The Company acknowledges that if any approved timesheet and/or approved expense claim form is submitted to FH and received later than eight (8) weeks from the week to which the relevant timesheet/entry or expense claim form relates, payment will be delayed as follows:
- 3.17 if FH receive an approved timesheet within 8 weeks of the w/e date, payment will be made in the next available payment run; or
- 3.18 if FH receive an approved timesheet eight (8) weeks or more after the w/e date it relates to (unless otherwise specified in the Schedule), FH will withhold payment until paid by the Client "Pay when Paid" in accordance with Clause 3 in this Agreement.

4. Status

- 4.1 The Company and/or its Consultants are not the employee, worker, agent or partner of FH (or the Client) and accordingly:
 - a) subject to obligations regarding conflict of interest and confidentiality set out in clauses 2 and 7, nothing in this Agreement shall prevent the Company from engaging in other consultancy, computer systems analysis, programming and/or project management services;
 - b) the Company must make its own payment and other arrangements in respect of holiday, sickness, disability, insurance and pension arrangements for its directors, staff and workers. Neither FH or the Client have any obligation in these areas to the Company;
 - c) the Company/Consultant have no authority to contract on behalf of FH and/or the Client (without prior written authority) and shall not purport to bind FH and/or the Client in any way (save in accordance with such prior written authority);
 - d) FH is not obliged to put the Consultant forward for consideration by the Client for the provision of Services nor is the Consultant obliged to provide Services to the Client beyond the termination or expiry of this Agreement;
 - e) the Company shall comply with all legal and fiscal obligations of the country in which the Services are performed including but not limited to the obligations in clause 4.1(f), the Working Time Regulations 1998 or local equivalent (if applicable) and any requirement to register residency;
 - f) where applicable, the Company 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 to the Company in connection with this Agreement. The Company accounts to the appropriate authorities for all such tax and other sums

payable. The Company shall promptly, on request, provide evidence to FH that they have paid any and all relevant tax and National Insurance Contributions (or any overseas equivalents of the same);

- g) the Company shall comply with the provisions of the Immigration, Asylum and Nationality Act 2006 (the "**Act**") or work out in full each time in all relevant respects and, if the Company/Consultant are subject to immigration control for the purposes of such Act, the Company warrants that;
 - h) it has carried out all pre-engagement checks as required under both the Act and UK Border Agency guidance and is satisfied that the Consultant has valid and subsisting leave to enter and remain in the United Kingdom for the duration of this Agreement; and
 - i) the Consultant is not (in relation to such leave, as detailed as above, to any conditions which may preclude or have an adverse effect on the provision of the Services; and
 - ii) where it is necessary or should it be required, that the Services are performed outside of the United Kingdom, it will procure that; the Consultant has all necessary right to work documentation to provide the Services at the applicable location and will carry out checks to verify such documentation; and the Company/Consultant will comply with all applicable laws and regulations in relation to the same.
 - i) the Company/Consultant shall immediately notify FH and/or the Client in the event the Services are to be performed outside of the United Kingdom, notwithstanding how brief this period of time may be. The Consultant shall not perform any Services outside of the United Kingdom without express prior written permission from FH and the Company shall indemnify FH against any/all claims and/or losses suffered by FH as a result of the Company's/Consultant's failure to adhere to the terms of this clause.
 - j) the Company shall, in respect of any replacement consultant supplied pursuant to clause 10.2, carry out the same pre-engagement checks and provide the same warranty as set out in clause 4.1(g);
- 4.2 The Company covenants with FH that it will indemnify FH (or, as the case may be, the Client) from and against any liability (including, without limitation, fines, interest and penalties);
- a) which FH (or the Client) may be subject as a result of the failure of the Company/Consultant to comply with the terms of clauses 4.1(b), 4.1(c), 4.1(e), 4.1(f), 4.1(g) and 4.1(h) above; and/or
 - b) which arises because the Consultant is regarded as an employee, worker or agency worker of FH (or the Client); and/or
 - c) which arises as a result of the death of or injury to the Consultant (save where caused by the negligence of FH).
 - d) which arises as a result of the Company acting as a UK fronting company for an offshore solution or being associated with an offshore solution for the purposes of this Agreement. For the avoidance of doubt, it is a prerequisite of this Agreement that the Company is registered in the UK and 'active' on Companies House.
- 4.3 The Company shall, subject to working towards meeting the Client's objectives, determine generally how the Services shall be supplied. The parties acknowledge and agree that the Company is engaged on the basis that its Consultant will perform the Services as an independent Consultant - not supervised or directed by the Client;
- 4.4 The Company warrants that it operates on a business to business basis such that the supply it makes under this Agreement is one of independent professional consultancy services to FH and the Client as customers of its business. Accordingly, the Company agrees that it does not intend or regard the supply of Services made under this Agreement to fall within the scope of the AWR. The Company/Consultant shall notify FH in writing forthwith if, in their opinion, the nature of the Services or the Agreement change (for example, if the Client assumes a greater supervisory and/or directional role in relation to the Consultant). Upon receipt of such notification FH reserves the right to terminate the Agreement by notice with immediate effect without liability. The Company shall indemnify FH (and/or, as the case may be, the Client) against any Losses arising from failure to notify FH of any change in the nature of the Services from that represented by the Consultant to FH, and as intended by the parties, as at the Start Date including, without limitation, any claim by the Consultant that they are entitled to rights as an agency worker under the AWR.
- 4.5 The Company acknowledges FH's company policy relating to mid-Agreement limited company switches and its position that limited companies should not be switched mid-way through an Agreement. Any exception to the above may be approved by FH at its sole discretion where circumstances justify such exception to be approved. Following the Company providing a minimum of a one (1) months' notice. Any company switch is subject to FH completing all relevant due diligence on the new company prior to any changes being agreed.

5. Confidentiality

5.1 The Company shall:

- a) keep confidential all information relating to the business affairs, unpublished works, methodologies and know-how of the Client and FH which may become known to the Company/Consultant in the course of or in connection with this appointment and any matters which arise out of the performance of this Agreement (including, without limitation, Intellectual Property Rights and Inventions), provided that this shall not apply to information already known to the Consultant without an obligation of confidentiality or which is in the public domain through no fault of the Consultant ("**Confidential Information**"); and
- b) recognises that the Company/Consultant may have access to information which may not appear confidential, but which is in fact confidential. Consequently the parties agree that the burden of proof shall be reversed and that in the event of an alleged breach it shall be for the Consultant to prove (on the civil standard) that the information in question and the contextual setting of that information was in the public domain or previously known to it without an obligation of confidentiality; and
- c) not use any Confidential Information for its own benefit; and
- d) promptly enter into any formal confidentiality undertakings that FH or the Client may reasonably require; and

- e) not remove from the Client's premises any material containing Confidential Information without the express written permission of the Client; and
- f) immediately (at its own cost) return to FH (either on termination of this Agreement or on request of FH and/or the Client) any and all property and material in its possession or control which belong to the Client or FH and/or contain Confidential Information and comply with all other requests in relation thereto.

6. Intellectual Property Rights

- 6.1 The parties recognise that the Consultant may make Inventions and develop other Intellectual Property Rights in the course of the Services provided by it. In consideration for the payment for the Services as provided in this Agreement, the Company/Consultant hereby assigns (free from all encumbrances) to FH all rights in and to the Inventions and all Intellectual Property Rights which vest in the Consultant and which relate to or arise out of the Services, present or future. The Company/Consultant shall execute any document required by FH or its nominee in relation to such assignment.
- 6.2 The Company/Consultant shall:
 - a) promptly provide any Inventions and other Intellectual Property Rights to FH for the exclusive use and benefit of FH, and give all information and data in its possession as to the exact mode of working, producing, using and exploiting such Inventions;
 - b) at the reasonable request of FH execute and do all acts and things necessary to enable FH to apply for and obtain protection for the Inventions in any and all countries in its own name and to vest absolute title to the Inventions and any other Intellectual Property Rights in FH; and
 - c) during the Agreement and at all times after the end of the Agreement do nothing to affect the validity of the protection referred to above, and in particular to keep confidential all and any Inventions and Intellectual Property Rights developed by or for the Consultant until the same is put in the public domain by FH or the Client.
- 6.3 The Company shall indemnify and hold harmless FH against any and all liability, loss, damage, costs and expenses (whether direct or consequential which shall include, without limitation, any economic loss or other loss of profits, business or goodwill) howsoever arising which FH may incur or suffer due to a third party alleging infringement of that third party's Intellectual Property Rights as a result of or in connection with the provision of the Services.
- 6.4 If the Company/Consultant becomes aware of a matter which may give rise to any such claims or proceedings, they shall immediately notify FH in writing, giving details of any claim or proceedings brought or threatened; shall make no admission relating to such claim; and shall permit FH to conduct all negotiations, proceedings and settlements in relation to any such claim at the Company's cost and expense. The Company/Consultant agrees to fully cooperate with any investigation around any such claims or proceedings.
- 6.5 In addition to the indemnity set out above, in the event of such a claim, the Company/Consultant shall do all such acts and things either to render the works which are the subject of the claim non-infringing (without affecting any of the Consultant's other duties and obligations under this Agreement) or shall obtain a licence from the third party granting the Consultant or third party the right to continue using them.

7. Protection of FH Goodwill and Proprietary Information

- 7.1 The Company shall inform FH of any direct or indirect approach to it by the Client with a view to the Consultant working for the Client at any time prior to the expiry of twelve (12) months after the termination or expiration of this Agreement. The Company/Consultant shall not prior to the expiry of twelve months after the termination or expiration of this Agreement, without FH's prior written consent;
 - a) enter into, or seek to enter into, a similar agreement for services, whether directly or indirectly with the Client or Client Group Company; or
 - b) induce, or seek to induce, to leave or cease performing services, for any Nash Squared Company, any Consultant, or employee of any Nash Squared Company with which or whom they had material contact with in the course their duties at any time in the twelve (12) months prior to such termination or expiration; or
 - c) induce, or seek to induce, the Client to engage the services of any other person in competition with FH or supply candidates to the Client with a view to such candidates providing services to the Client (other than via FH); or
 - d) use a business name used by any Nash Squared Company, for the purposes of a business similar to (or competing with) any business carried out by any Nash Squared Company.
- 7.2 The provision of Clause 7 shall apply in respect of activities of the Consultant alone or jointly with another or others in any capacity and whether or not for their benefit.

8. Termination

- 8.1 Subject to the termination provisions set out in clauses 8.2, and 8.3 below, the Services shall be provided from (and including) the Start Date:
 - a) until (and including) the End Date; or
 - b) until (and including) such later date (the "**Extension Date**") as shall be agreed by the parties in accordance with clause 13 below.
- 8.2 This Agreement may be terminated either:
 - a) as provided in the Schedule; or

b) immediately on written notice:

- i. by FH if the Company/Consultant is in breach of any material term(s) of this Agreement incapable in the reasonable opinion of FH, or the Client, of remedy; or
- ii. by FH if the Company/Consultant breaches any material term of this Agreement capable in the opinion of FH of remedy and fails to remedy such breach to the satisfaction of FH, or the Client, within seven (7) days of its request so to do; or
- iii. by FH if for any reason the Client:
 - A) advises that the project to which the Services relate has finished or been cancelled; or
 - B) cancels its requirement for the Services prior to the Start Date or at any time prior to the Services being provided by the Consultant under this Agreement where the Services do not commence on the Start Date (notwithstanding the reason); or
 - C) requests that the Consultant be removed or replaced and, for the avoidance of doubt, FH shall incur no liability to the Company for Losses in connection with any such termination; or
- iv. by FH if it considers the Consultant performance to be unacceptable (decisions around which are final and the Company will have no further claim in this regard against the Client or FH). Notice served under this clause may be served verbally by FH in the first instance; or
- v. by FH if the Consultant is guilty of dishonesty or 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 in the opinion of HR becomes of unsound mind (which is confirmed by a medical report); or
- vi. by either party if the other becomes insolvent or applies for, or has made against it, a receiving order or makes any composition with its creditors or an administration order or order is made or resolution is passed for its winding up or otherwise becomes unable to pay its debts; or
- vii. by FH if the Client becomes bankrupt, insolvent or applies for or has made against it a receiving order or makes any composition with its creditors or an administration order or order is made or resolution is passed for its winding up or otherwise becomes unable to pay its debts; or
- viii. FH receives or obtains information which gives FH reasonable grounds to believe that the Consultant is unsuitable to provide services for the Client; or, if the information indicates that the Consultant may be unsuitable, FH has reasonable grounds to believe that the Consultant is unsuitable after FH has made such enquiries as are reasonably practicable as to such suitability;
- ix. in accordance with clause 10.2, a replacement consultant is not accepted by FH, or a replacement consultant is not available;
- x. if the Consultant is asked to undertake work for which they are not suitably qualified; or
- xi. FH has reason to believe that the nature of the Services or the Agreement has changed pursuant to clause 4.4.
- xii. by FH, without liability from FH or the Client, in the event that the contract between FH and the Client is terminated for any reason. The Consultant acknowledges that the continuation of this Agreement is subject to, and conditioned by, the continuation of the contract entered into between FH and the Client.

8.3 If the replacement consultant should do or omit to do anything which would, if they had been an original party to this Agreement, constitute grounds for termination by FH, FH may terminate.

9. Consequences of Termination

9.1 In connection with any termination of this Agreement the following terms will apply:

- a) the termination or expiry of this Agreement shall be without prejudice to the rights of FH arising directly or indirectly out of the acts and/or omissions of the Consultant prior to, in connection with or as a result of such termination;
- b) without prejudice to Clause 9.1(a) above the Company shall indemnify FH from and against any loss or damage or liability for which FH may be liable under the terms of its contract(s) with the Client and which loss or damage or liability arises as a direct or indirect result of the negligence or breach of contract of the Consultant;
- c) without prejudice to any other rights or remedies which FH may have, if the Consultant fails in any way to perform the Services in accordance with this Agreement it shall be liable (without prejudice to FH's other rights and remedies) to pay to FH by way of compensation a sum no greater than the aggregate of:
 - i. the gross profit which would have been made by FH in respect of the Services as if they had been properly performed up to the End Date, or such date as agreed by all parties (less such gross profit received by FH up to such End Date or such date as agreed by all parties as a result of the replacement of the Consultant); and
 - ii. the reasonable administrative and other costs of FH in seeking a replacement for the Consultant; and
 - iii. any further loss FH may suffer as a direct result of the Consultant's breach of contract.

9.2 Survival: Clauses 2, 3, 4, 5, 6, 7, 9, 10, 11, 12 and 16 shall survive expiration or termination of this Agreement for whatever reason.

10. Consultant Details and Identity

- 10.1 The Company/Consultant confirms that all information supplied to FH in any Application documentation is true, accurate and will be kept up to date during the course of the Agreement.
- 10.2 The Company shall be entitled to provide a replacement consultant (provided that the replacement consultant has equivalent skills, experience and qualifications as the Consultant) to perform the Services (a "Substitute"). Any such Substitute provided shall become the Consultant for the purposes of this Agreement (and all references herein to the "Consultant" shall also apply to such Substitute Consultant). If a Substitute is provided, the Consultant shall, in its own time and at its own expense, be responsible for the smooth and efficient handover to the Substitute (which will also include but not be limited to any information received by the Client in relation to Confidentiality and Data Protection Legislation) and will ensure no disruption to the Services performed by the Consultant to the Client as a result of such handover. In the event that any disruption is caused by such handover, the Company will indemnify FH (and/or the Client) in respect of all costs, Losses, damages and expenses which arise as a result.
- 10.3 For the avoidance of doubt, any proposed Substitute must be submitted to FH and/or the Client for consideration before any substitution takes place and no Substitute may perform any of the Services without the prior written approval (which shall not be unreasonably withheld) of FH and/or the Client. This restriction applies both;
- prior to the commencement of the Services; and
 - once the Services have commenced.
- 10.4 The Company/Consultant confirms:
- that they are not prevented by any other contract or arrangement (such as, but not only, restrictions in favour of former employers and/or clients of the Company/Consultant) from fulfilling the obligations referred to in this Agreement;
 - the Consultant has no criminal convictions which would reasonably affect FH and/or the Client's decision to allow the Consultant access to the Location(s), the Client's systems or to provide the Services.

11. Data Protection

- 11.1 The terms "**Personal Data**", "**Data Controller**", "**Data Subject**", "**Data Processor**" and "**process/processing**" (and their derivatives) used in this clause 11 shall have the meaning given in applicable Data Protection Legislation. "**Third Party**" means a third party, such as a recruitment process outsourcing company, which is part of the supply chain through which the Consultant supplies the Services to the Client. References to "**consent**" shall mean a form of consent which complies with the requirements of Article 7 of the GDPR. "**Client Data**" means any Personal Data (other than Personal Data related to the Consultant) held and processed by the Client, whether as a Data Controller or Data Processor.
- 11.2 The Parties acknowledge that, for the purposes of the Data Protection Legislation, each Party shall be considered to be a Data Controller with respect to Personal Data processed in connection with this Agreement.
- 11.3 Each Party shall comply with the provisions and obligations imposed on them by the Data Protection Legislation when processing Personal Data under this Agreement.
- 11.4 To the extent that a Party processes any Personal Data on behalf of the other Party, the processing Party shall:
- comply with the provisions and obligations imposed on a processor by the GDPR, including the stipulations set out in Article 28(3)(a)-(h) which form a part of, and are incorporated into, this Agreement as if they were set out in full, and the reference to "documented instructions" in Article 28(3)(a) shall include the provisions of this Agreement; and
 - not disclose any Personal Data to any Data Subject or to a third party other than at the written request of the other Party or as expressly provided for in this Agreement.
- 11.5 If either Party receives any complaint, notice or communication which relates to the processing of Personal Data by the other Party or to either Party's compliance with the Data Protection Legislation, or if any Personal Data processed in connection with this Agreement is subject to a personal data breach (as defined in the GDPR), it shall immediately notify the other Party and provide the other Party with reasonable co-operation and assistance in relation to any such complaint, notice, communication or personal data breach.
- 11.6 The Company/Consultant warrants and undertakes to FH that:
- it has the right to transfer Personal Data relating to the Consultant to FH, the Client and any Third Party for use by FH, the Client and any Third Party for purposes connected with the supply of the Services under this Agreement, and that it has either:
 - obtained written consent from the Consultant to such processing; or
 - secured another legal data processing ground, in accordance with applicable Data Protection Legislation, to share the Consultant's Personal Data with FH, the Client and any relevant Third Party;
 - The Company/Consultant has been notified of FH's fair processing information as set out at www.harveynashgroup.com/privacypolicy (as updated from time to time) and that it will direct the Consultant to any other fair processing information as required by FH, the Client or Third Party from time to time;
 - where the Agreement involves or may involve the processing of the Consultant's Personal Data in jurisdictions outside the UK or the European Economic Area (the "EEA"), the Company shall only process the Consultant's Personal Data in accordance with applicable Data Protection Legislation.
- 11.7 The Company/Consultant shall do nothing to place FH, the Client or any Third Party in breach of Data Protection Legislation.

- 11.8 The Company/Consultant acknowledges and agrees that where it processes Client Data, the Client's data processing policies shall apply to such processing.
- 11.9 To the extent that it is reasonably necessary for legal, personnel and administrative purposes, and/or in connection with: a) this Agreement; b) the performance of our responsibilities as an employment business and/or; c) demonstrating our own compliance with legal requirements to those with legitimate interests;

FH may be required to disclose data and information relating to the Company/Consultant (which may include personal data and sensitive personal data). Such others to whom we may disclose this data may include the Client; any Nash Squared Company, FH professional advisers, HMRC and other authorities and the Consultant hereby consents to FH disclosing data as detailed under this clause 11.9.

For the purposes of this clause 11.9, data shall include (but not be limited to) copies of this Agreement (template and fully executed copies), remittances issued by FH to the Company in accordance with this Agreement and pre-screening documentation (including right to work documentation, ID documents and passport).

- 11.10 The Company shall indemnify FH for any Losses FH incurs or suffers arising from any breach of any warranty contained in clause 11.

12. Anti-Bribery

- 12.1 The Company/Consultant acknowledges and agrees that FH will not tolerate bribery in any form in connection with the conduct of its business.
- 12.2 The Company/Consultant shall:
- a) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption ("**Anti-Bribery Laws**"), including without limitation the Bribery Act 2010, comply with the Criminal Finances Act 2017 and comply with all applicable laws and codes relating to anti-corruption, forced labour and slavery including without limitation, the Modern Slavery Act 2015 and any updates to any and all applicable legislation as may be issued from time to time; and
 - b) not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom; and
 - c) not do, or omit to do, any act that will cause FH to be in breach of the Anti-Bribery Laws; and
 - d) promptly report to FH any request or demand for any undue financial or other advantage of any kind received by the Company/Consultant in connection with the performance of this Agreement; and
 - e) immediately notify FH in writing if it is investigated by any law enforcement agency or customer in relation to corrupt practices and/or any breach of Anti-Bribery Laws, Criminal Finances Act, anti-corruption and/or slavery laws.
- 12.3 The Company/Consultant shall promptly notify FH if, at any time during the term of this Agreement, its circumstances, knowledge or awareness changes such that it would not be able to adhere to the warranties set out in clause 12.2.
- 12.4 Breach of clause 12 shall be deemed a material breach of this Agreement.
- 12.5 The Company shall indemnify FH against any Losses incurred by FH as a result of any breach of clause 12 by the Consultant (including any consequential loss or damage).

13. Amendment

- 13.1 Any amendment to this Agreement will only be valid and binding on the parties if it is in writing and signed by both FH and a duly authorised representative of the Company.

14. Communications

- 14.1 Any communication given under this Agreement shall (unless specifically provided otherwise in this Agreement) be in writing and may be sent by first class prepaid post, electronic mail or facsimile. However, timesheets must be sent as per clause 3.
- 14.2 Except where verbal notice may be given by FH in accordance with clause 8.2(b)(iv), all communications must be addressed to the party to be served at the relevant postal or electronic mail addresses given in this Agreement (or as may be varied by written notice from one party to the other).
- 14.3 Any communication served by hand is deemed to be served at the time of actual delivery. Any communication served by post shall be deemed served on the Normal Working Day following that on which it was posted in the United Kingdom. Any notice served by electronic mail or facsimile shall be deemed served at the time of dispatch if dispatched on a Normal Working Day before 5.30pm or in any case at 10.00am on the Normal Working Day after the day of dispatch (providing the sending equipment confirms successful transmission).
- 14.4 Signatures provided by electronic mail, facsimile or DocuSign (or such other electronic signature application determined by FH from time to time) shall legally bind the parties to the same extent as original signatures.

15. Force Majeure

- 15.1 Neither party will be liable for any breach of its obligations set out in this Agreement which results from causes beyond its reasonable control including, but not limited to, fire, flood, aircraft damage, explosion, electrical failure, strikes, lock-outs, riots, civil commotion, state of national emergency or government action of any cause whatsoever (whether or not of a similar nature to the above) (an "**Event of Force Majeure**").

15.2 Each of the parties hereto agrees to give immediate notice to the other on its becoming aware of an Event of Force Majeure, such notice to contain details of the circumstances giving rise to the Event of Force Majeure. Failure to give notice within three (3) days of its becoming aware of the Event of Force Majeure will lose the affected party the right to rely on the provisions of this clause. If a default due to an Event of Force Majeure shall continue for more than one (1) week, then the party not in default shall be entitled to terminate this Agreement. Neither party shall incur any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure.

16. General

16.1 **Conflicts:** In the event of any conflict between the terms of this Agreement and the terms of any of its Schedules, the Schedule shall prevail. In the event of any conflict between the terms of this Agreement and the terms of the agreement between FH and the Client (which are relevant to the Consultant) the terms of the agreement between FH and the Client will prevail.

16.2 **Entire Agreement:** This Agreement (including Schedules) contains the entire agreement of the parties concerning the subject matter hereof and supersedes all previous agreements and arrangements (if any) whether written, oral or implied between FH and the Company/Consultant relating to the Services. If there are any agreements or arrangements still effective at the date of the Agreement, these shall (without prejudice to the rights of FH arising prior to the Start Date in respect of prior breaches by the Company/Consultant of which FH is not aware) be deemed to have been terminated by mutual consent with effect from the Start Date.

16.3 **Governing Law:** This Agreement is subject to English law and the jurisdiction of the English courts.

16.4 **Headings:** The headings in this Agreement are for ease of reference only and do not affect its interpretation.

16.5 **Invalidity:** In the event that any clause (or part of clause) contained in this Agreement is declared illegal, invalid, void or unenforceable, that clause (or the relevant part) shall be severed from the Agreement and all other clauses or parts of them shall be unaffected and remain in full force and effect and, to the extent permitted by law, the clause or part severed shall be replaced with a provision which is of similar effect, but which is not illegal, invalid, void or unenforceable.

16.6 **Publicity:** The Company/Consultant may neither (a) advertise or publicise either this Agreement and/or any of its terms and/or the relationship with FH (and/or Client) without the express written consent of FH; or (b) use the Client's name or logo at any time without the express written consent of the Client.

16.7 **Representations:** Neither party enters into this Agreement in reliance on any representation, warranty or understanding (express or implied) which is not expressly set out in this Agreement. Each party irrevocably and unconditionally waives any right to any remedy of whatsoever nature for any breach of any such representation or warranty which there may have been or which may occur.

16.8 **Sub-Contracting:** The Company/Consultant may not assign or sub-contract its obligations under this Agreement to any third party or (other than in accordance with Clause 10.2) to procure that the Services are performed by any person other than the Consultant or a replacement consultant accepted pursuant to clause 10.2. FH shall be entitled to assign this Agreement to any Nash Squared Company and, on such assignment (without prejudice to the assignor's rights in respect of matters arising prior to the assignment), all references to FH shall be deemed to refer to the assignee.

16.9 **Third Party Rights:**

- a) No person who is not a party to this Agreement shall have the benefit from or any rights under this Agreement pursuant to the Contracts (Rights of Third Party) Act 1999 save that at any time FH may pass on to the Client the benefits of the Clauses 5 and/or 6 hereunder.
- b) FH shall have the rights of a Third Party pursuant to the Contracts (Rights of Third Party) Act 1999 under any contract between the Company arising out of Clauses 5 and 6 hereunder, and the Company shall not contract with the Consultant in a manner which excludes such rights.

Harvey Nash Limited T/A Flexhuis Timesheets and Payments Guide

1. Timesheet Deadline Information

Timesheets must be in a format approved by Harvey Nash Limited T/A Flexhuis (FH). The use of FH's electronic timesheet system "Contract Management System" (CMS) is our preferred method of timesheet capture. Where our client stipulates the use of a third party system please adhere to all processes and procedures whilst submitting timesheets.

Timesheets must be received by the FH Payroll Team by 12 noon on Wednesday as per the dates specified in the payment schedule.

Should there be any problems obtaining Client approval please contact your FH Recruitment Consultant.

Please Note: Third party timesheet system deadlines may vary from FH's. Please check with your Client timesheet approver to ensure you meet client deadlines and the FH Payroll Team receive your timesheet data by 12 noon Wednesday.

2. Timesheet Portal Information

The use of CMS or a Client system is based on Client requirements. Please check with your FH Recruitment Consultant before submitting a timesheet in CMS to confirm which system you should be using.

Using CMS

If using CMS for your timesheet submissions, you will receive your login details via an email from the system. The system can be accessed by selecting "CMS" from the Harvey Nash website: <https://www.harveynash.co.uk/candidates>.

- Each week you will be required to record your time worked by completing the electronic timesheet, please refer to the CMS login information email.
- You will be required to submit timesheets sequentially and zero hours should be entered when the Services are not performed.

Using a Client's Third Party System

Please contact your FH Recruitment Consultant for guidance when using the Client's system. FH is not responsible for any external timesheet system. Please ensure that any approved Client system timesheets are with the HN Payroll Team (PayrollTeam@HarveyNash.com) by the deadlines outlined above.

3. Self-Billing Invoices

FH operates a self-billing system, therefore the Contractor's Company does not need to send an invoice. FH will generate and email a self-billing invoice on behalf of the Contractor's Company (PSC/Umbrella) when payment is processed. The self-billing invoice will meet all statutory requirements.

The Company will need to retain the self-billing invoice for the Company's accounts and records declaring any output VAT on its VAT returns. If the Company is not registered for VAT, FH will produce a self-billing invoice for the Company without the VAT calculations. If the Company has only recently registered, or is about to register for VAT, it must send a copy of its VAT Registration Certificate to FH as soon as it receives it. If the Company de-registers for VAT, it must inform FH immediately. The Company will be liable for refunding to FH any VAT that should not have been paid by FH.

4. Payment

Payment will be made on a monthly basis subject to receipt by FH of the relevant client approved timesheet which complies with the conditions and timesheet deadlines as set out above. The Contractor's Company should have cleared funds on the Tuesday following the Friday that payment is made.

To apply VAT to the self-billing invoice FH must have received a copy of the Company VAT Registration Certificate, showing the VAT registration effective date.

Timesheets will be paid by FH via BACS on the Friday following the last Friday of the month (as per the payment schedule). Only timesheets received by 12 noon on Wednesday as per the dates specified in the payment schedule* will be paid.

*The payment schedule will advise when the deadlines are amended due to Public Holidays.

Please note: The Contractor must let FH know immediately if it plans to make changes to the Company bank account details.

5. Failure to Comply

- If the Contractor/Company does not comply with the conditions in this document and the Agreement, this may delay payment or in exceptional circumstances lead to no payment being made.
- If any approved timesheet and/or approved expense claim form is received later than eight (8) weeks from the week to which the relevant timesheet/entry or expense claim form relates, payment will be delayed and will not be processed in accordance with the timescales above.
 - If FH receive an approved timesheet/expense within 8 weeks of the w/e date, payment will be made in the next available payment run.
 - If FH receive an approved timesheet/expense eight (8) weeks or more after the w/e date it relates to (unless otherwise specified in the Schedule), FH will withhold payment until paid by the Client "Pay when Paid" in accordance with Clause 3 in the Terms of Business for Supply of Consultancy Services by Limited and Umbrella Companies.

Monthly Payment Schedule 2024



Current Payment Schedule

	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24
Weekending Timesheets Submitted to	24/11/2023	29/12/2023	26/01/2024	23/02/2024	29/03/2024	26/04/2024	31/05/2024	28/06/2024	26/07/2024	30/08/2024	27/09/2024	25/10/2024	29/11/2024	27/12/2024
Timesheet Deadline (12 noon)	29/11/2023	03/01/2024	31/01/2024	28/02/2024	03/04/2024	01/05/2024	05/06/2024	03/07/2024	31/07/2024	04/09/2024	02/10/2024	30/10/2024	04/12/2024	TBC
FH Processes Payment	01/12/2023	05/01/2024	02/02/2024	01/03/2024	05/04/2024	03/05/2024	07/06/2024	05/07/2024	02/08/2024	06/09/2024	04/10/2024	01/11/2024	06/12/2024	TBC
Cleared Funds (with Ltd Co)	05/12/2023	09/01/2024	06/02/2024	05/03/2024	09/04/2024	08/05/2024	11/06/2024	09/07/2024	06/08/2024	10/09/2024	08/10/2024	05/11/2024	10/12/2024	TBC

New Payment Schedule

	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24
Weekending Timesheets Submitted to	01/12/2023	29/12/2023	02/02/2024	01/03/2024	29/03/2024	03/05/2024	31/05/2024	28/06/2024	02/08/2024	30/08/2024	27/09/2024	01/11/2024	29/11/2024	03/01/2024
Timesheet Deadline (12 noon)	06/12/2023	03/01/2024	07/02/2024	06/03/2024	03/04/2024	08/05/2024	05/06/2024	03/07/2024	07/08/2024	04/09/2024	02/10/2024	06/11/2024	04/12/2024	TBC
FH Processes Payment	08/12/2023	05/01/2024	09/02/2024	08/03/2024	05/04/2023	10/05/2024	07/06/2024	05/07/2024	09/08/2024	06/09/2024	04/10/2024	08/11/2024	06/12/2024	TBC
Cleared Funds (with Ltd Co)	12/12/2023	09/01/2024	13/02/2024	12/03/2024	09/04/2024	14/05/2024	11/06/2024	09/07/2024	13/08/2024	10/09/2024	08/10/2024	12/11/2024	10/12/2024	TBC