

- 1. THE ASSIGNMENT**
- 1.1 This Agreement is between the Employment Business defined in Schedule One, entering into this contract as an employment business, and the limited company referred to in the Assignment Schedule responsible for performance of the Services ("the Contractor"). These Terms set out the basis upon which the Contractor will provide services between the Start Date and End Date to the Client, all as detailed in the Assignment Schedule. This Agreement, including any attachments, supersedes all prior representations and agreements and expresses the entire agreement and understanding between the parties. The Contractor agrees that in entering into this contract it does not rely on, and shall have no remedy in respect of, any statement or representation (whether negligently or innocently made) of any person (whether party to this contract or not) other than as expressly set out in this Agreement. Neither the Employment Business nor the Client has any obligation to offer any further Assignments, nor is the Contractor under any obligation to accept any such Assignments, if offered. The parties expressly agree that this is a contract for services.
- 1.2 Where there is a conflict between these Terms, and any Schedule (where attached), then to the extent of such conflict, the Schedule will prevail. Where there is a conflict between these Terms, any Schedule and the content of an Assignment Schedule, then to the extent of such conflict, the Assignment Schedule will prevail.
- 1.3 Where an Assignment Schedule or Schedule indicates that the commencement of the Assignment is dependent upon:
- 1.3.1 satisfactory credit references and/or approvals or certificates from relevant authorities being obtained; and/or
 - 1.3.2 the granting of security clearances; and/or
 - 1.3.3 the granting of other regulatory consents; and/or
 - 1.3.4 PES
- in relation to the performance of the Assignment by the Contractor, then the Assignment shall begin when all such clearances, approvals, references, certificates and consents are obtained, and the Contractor shall not be entitled to any payment prior to such date.
- 1.4 The Employment Business will seek to find the Contractor Assignments from time to time. The Contractor warrants that the Contract Resource(s) have the required qualifications, training and experience to undertake the Assignment and shall, prior to its commencement, send to the Employment Business evidence of the same including evidence of their identity. Identity can be confirmed by providing: a) a passport (including front cover); or b) evidence of a permanent National Insurance Number, plus one of the following documents: A full UK Birth Certificate, a certificate of registration or naturalisation, or a document from the Home Office which indicates the relevant Contract Resource's right to stay and work in the UK.
- 1.5 The Contractor warrants that, unless otherwise agreed in writing by the Employment Business, the Contract Resource shall be a director and shareholder of the Contractor company. Where the Employment Business agrees that other Contract Resource may be assigned to the Services, the Contractor warrants that it shall itself account for UK PAYE income tax and National Insurance in relation to the entire amounts paid to such Contract Resource in connection with the Assignment. The Contractor shall indemnify the Employment Business against any expense, action, claim, financial loss, cost (including all reasonable legal costs and administrative costs) and any other liability arising from any breach of this warranty and/or from any failure by the Contractor to comply with applicable Tax Legislation. For the avoidance of doubt these Terms shall not be construed as a contract with any Contract Resource supplied or any representative of the Contractor, and any of the liabilities of an employer arising out of the Assignment shall be the liabilities of the Contractor.
- 1.6 The Assignment Schedule should be signed/authorised by the Contractor and submitted to the Employment Business prior to the commencement of the Services or at the latest within 24 hours of the commencement of the Assignment. Notwithstanding the above, the Contractor shall be deemed to have agreed to this Agreement upon either the Contractor signing/authorising the Assignment Schedule, the Contractor or Contract Resource commencing performance of the Services or upon the Contractor or Contract Resource using the System, whichever event occurs the earlier.
- 2. THE SERVICES**
- 2.1 During the Assignment the Contractor shall, and (where appropriate) shall procure that the Contract Resource shall:
- 2.1.1 provide the Services with all due care, skill and ability in a professional manner and in accordance with industry standards, methodologies and guidelines;
 - 2.1.2 perform the services at or from the Location, or such other agreed location;
 - 2.1.3 observe all health and safety rules and regulations, statutory regulations and any other security requirements (including but not limited to data protection, internet and email use) that apply to the Client's or Customer's premises and that have been communicated to the Contractor or the Contract Resource, whether verbally or in writing, in the performance of the Services;
 - 2.1.4 promptly give to the Client, their Customer or the Employment Business all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services or the business of the Client, or the Customer; and
 - 2.1.5 unless the Contract Resource or any Substitute is prevented by ill health or accident, devote such time as is necessary to the carrying out of the Services.

- 2.2 If the Contract Resource is unable to provide the Services for any reason during the Assignment Period, the Contractor shall advise the Client of that fact as soon as reasonably practicable and shall provide such information as the Client may reasonably require. For the avoidance of doubt, no Fee shall be payable in accordance with clause 4 in respect of any period during which the Services are not provided.
- 2.3 The Contractor may, with the prior written agreement of both the Employment Business and the Client, appoint a suitably qualified and skilled Substitute to perform the Services in replacement of the Contract Resource. If the Employment Business accepts the Substitute, the Contractor shall continue to invoice the Employment Business in accordance with clause 4 and shall be responsible for remuneration of the Substitute.
- 2.4 The Services shall be performed by the Contractor at or from the Location as specified in the Assignment Schedule, or at such other site as reasonably required by, or mutually agreed in writing with, the Client. In the event the Client and the Contractor agree the Services are to be provided away from the Location(s), the Contractor shall provide adequate office and communication facilities in order for the Services to be completed. The Contractor shall be entitled to perform the Services from the Contractor's office or place of business, provided this has been agreed in advance with the Client.
- 2.5 The Contractor shall have flexibility as to the allocation of hours worked in any Standard Service Week, provided this is with the agreement of the Client.
- 2.6 The Contractor will be expected to exercise discretion and control as to the method of performing the Services. Notwithstanding the above, the Contractor shall, and shall procure that the Contract Resource shall, adhere to the reasonable requirements of both the Client and (where relevant) the Customer relating to work standards and service specifications, consistent with the fulfilment of the Contractor's obligations under the Assignment.
- 2.7 At the reasonable request of the Client, the Contractor shall provide such tools and equipment as are necessary for the performance of the Services, whether away from the Location or otherwise.
- 2.8 Where an Assignment requires PES to be completed, the Employment Business may charge the Contractor a fee which will be detailed in the Assignment Schedule, and which shall be deducted from the Fee, or, if the Assignment does not commence, shall be payable by the Contractor on demand.
- 2.9 The Contractor shall ensure that any agreements made with the Client regarding the performance of the Services are promptly notified to the Employment Business to ensure that the Employment Business can issue any contractual amendments necessary for the protection of the Contractor.
- 2.10 The Contractor warrants that any computer equipment and associated software used by the Contract Resource for the purpose of providing the Services utilises the latest commercially available virus detection software with the latest released upgrade, and that such software will be used before releasing data, software and other encoded information to the Employment

Business, the Client or the Customer, and also upon receipt of data, software and other encoded information from the Employment Business, the Client and the Customer. This warranty shall not apply where the Employment Business agrees in writing that provision of equipment and/or software shall be the responsibility of the Client. The Contractor shall, and shall procure that the Contract Resource shall, use all reasonable endeavours to ensure no viruses are coded or introduced to any equipment, data or software in connection with the Assignment.

3. CONTRACTOR OBLIGATIONS

3.1 The Contractor warrants that:

- 3.1.1 it will notify the Employment Business immediately if it should become insolvent, or the subject of an administration order or winding up petition;
- 3.1.2 it has made the Employment Business aware of any criminal convictions of the Contract Resource including any criminal convictions not yet spent under the Rehabilitation of Offenders Act 1974;
- 3.1.3 the Contract Resource has the legal right to work in the United Kingdom and in particular to carry out the Services for the Assignment Term;
- 3.1.4 the Contract Resource has the necessary skill and technical experience, and training to perform the Services;
- 3.1.5 the Contractor is not prevented by any other contract or arrangement or any statute from fulfilling its obligations under this Agreement;
- 3.1.6 the Contractor is properly incorporated in the UK (which for the avoidance of doubt does not include the Channel Islands or the Isle of Man) as a limited liability company and will remain so throughout the entire period of the Assignment Term;
- 3.1.7 it shall comply with its obligations as specified in Schedule 3 of this Agreement;
- 3.1.8 it shall not engage in any conduct detrimental to the interests of the Employment Business, the Client or the Customer which includes any conduct which has, or could, bring the Client, the Customer or the Employment Business into disrepute and or which results in any loss of custom or business;
- 3.1.9 it is not a Managed Service Company as defined in the MSC Legislation; and
- 3.1.10 the Contract Resource is not an agency worker as defined under AWR Legislation and that the AWR Legislation does not apply in relation to this Agreement or any Assignment under this Agreement.

3.2 The Contractor will immediately notify the Employment Business in the event that any of the circumstances set out in clause 3.1 above change.

3.3 All payments hereunder will be made to the Contractor, and the Contractor shall be responsible for the Contractor Payments. The Contractor shall supply to the Employment Business, if required, evidence of the prompt payment of Contractor Payments. The Contractor authorises the Employment Business where lawfully permitted to deduct from the payment of Fees

- any Contractor Payments that the Employment Business or the Client are required to pay as a result of the Contractor and the Contract Resource providing the Services.
- 3.4 The Contractor shall, and shall procure that the Contract Resource shall:
- 3.4.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
 - 3.4.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - 3.4.3 comply with the Employment Business's Ethics, Anti-bribery and Anti-corruption Policies and in each case as the Employment Business may update from time to time;
 - 3.4.4 promptly report to the Employment Business any request or demand for any undue financial or other advantage of any kind received by the Contractor or the Contract Resource in connection with the performance of this Agreement.

Breach of this clause 3.4 shall be deemed a material breach of contract. For the purpose of this clause 3.4, all definitions shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. The Act and Guidance can be viewed via the following link:

<http://www.justice.gov.uk/guidance/making-and-reviewing-the-law/bribery.htm>

- 3.5 The Employment Business shall have the right, upon giving reasonable notice, to receive or have access to any documentation or information reasonably requested for the purpose of assessing the Contractor's compliance with this Agreement and/or compliance with Tax Legislation including, where requested, access to the premises on which such documentation is kept. The Contractor's consent to, and reasonable cooperation with, such requests shall not be unreasonably withheld or delayed.
- 3.6 It is expressly understood and accepted by the Contractor that it shall not (and shall procure that the Contract Resource shall not), for the entire duration of the Assignment Term, make any request of the Employment Business for the purpose of allowing the Contract Resource to cancel the current Assignment via the Contractor in order to allow the Contract Resource to enter into a new contract, via a new limited company, for the remainder of the Assignment. The Contractor accepts that it has entered into a binding contractual arrangement for the entire period of the Assignment, and agrees to honour that commitment and abide by the Employment Business' stated policy on mid-Assignment limited company switches which is available on request. Any departure from this policy may be permitted by the Employment Business at its sole discretion where surrounding circumstances justify such departure.

- 3.7 The Contractor warrants that it shall, upon request, promptly provide to the Employment Business true and accurate information in respect of the Contractor and the Contract Resource as required by HM Revenue & Customs from time to time, including but not limited to such information which the Employment Business is required by law to report under the HMRC Intermediaries Reporting Regulations.

4. INVOICING AND PAYMENTS

- 4.1 In order to facilitate the Employment Business' accounts department to process invoices and payments smoothly, the Contractor undertakes to comply with and be subject to the rules contained within Schedule 3, which for the avoidance of doubt may be modified by the Employment Business at any time. Failure to comply with the terms contained in this document may lead to payment being delayed as a result.
- 4.2 Except where the Assignment Schedule specifies that Fees are payable upon achievement of deliverables/project milestones, the Contractor shall be entitled to receive payment of the Fee as detailed in the Assignment Schedule for all hours/days during which Services are provided by the Contractor. Subject to any agreement by the parties to the contrary the Contractor shall not be entitled to receive payment from either the Employment Business or the Client for time not spent on Assignment whether in respect of holidays, illness or absence for any other reason. The Employment Business undertakes that the Contractor will be entitled to payment for the Services actually performed irrespective of whether the Employment Business has received payment from the Client.
- 4.3 Timesheets (or where agreed, project reports detailing the work performed together with an analysis of hours spent), provided by the Employment Business or the Client and authorised by the Client's authorised representative, shall be submitted by the Contractor to the Employment Business in accordance with Schedule 3. Timesheets or project reports as applicable must be submitted within 8 weeks of the end of the period to which the timesheet or project report relates.
- 4.4 Unless specifically notified to the contrary at the commencement of the Assignment, upon receipt of an authorised timesheet or project report, the Employment Business will raise invoices on behalf of the Contractor in accordance with the Self-Billing Agreement set out in Schedule 2. The Employment Business will process payments in accordance with Schedule 3. The Employment Business will process payment of the Fee on a monthly basis unless otherwise agreed by the Employment Business.
- 4.5 Where the Contractor fails to submit a properly authenticated time sheet/project report that has been authorised by the Client either within the period referred to in clause 4.3 or at all, then the Employment Business shall undertake reasonably prompt enquiries with the Client as to the Services performed by the Contractor. The Contractor acknowledges that there will be a delay in payment whilst such enquiries are conducted. The Contractor is entitled to receive payment for Services performed in the absence of a timesheet/ project report that has been signed/authorised by the Client; however, the Employment Business shall make no payment to the Contractor for hours not worked or Services not

- performed. In the event that the Employment Business makes any payment to the Contractor in respect of time claimed to have been spent performing Services, where in fact no such Services were performed as claimed, then the Contractor shall immediately refund such payment to the Employment Business upon a written request from the Employment Business to do so. The Contractor acknowledges that attempting to procure payment for Services not performed may be a criminal offence and the Employment Business will refer the matter to the appropriate authorities.
- 4.6 In the event that the Contractor is not in possession of a timesheet/project report covering the period in which the Services were provided, the Contractor must promptly notify the Employment Business. The Employment Business will not accept, and will not make payment in respect of, timesheets/project reports relating to a period other than when the Services were provided.
- 4.7 The Employment Business' accounts department will use all reasonable endeavours to facilitate the settlement of accounts and account queries.
- 4.8 The Employment Business will make payments using BACS or electronic transfer at the Employment Business' discretion. The Contractor shall ensure that the relevant banking details have been advised to the Employment Business prior to the date of the first scheduled payment.
- 4.9 All Fees payable by the Employment Business to the Contractor hereunder (i) shall be exclusive of Value Added Tax, which shall be charged by the Contractor (where the Contractor is registered for VAT which has been verified by the Employment Business) in addition, shown separately on the invoice at the rate in effect on the date of the invoice; and (ii) are gross and shall be payable net of any deductions that the Employment Business may now or in the future be required by law to deduct therefrom.
- 4.10 The Excess SSW Fees shall apply in respect of hours worked outside the SSW and which the Client has agreed as hours attracting Excess SSW Fees. Any Services provided outside the SSW for the Client must have the prior written authorisation of the Client.
- 4.11 The Employment Business shall only reimburse expenses reasonably incurred by the Contractor in the course of performing the Services if such claim is supported by all valid receipts and documentation, together with written authorisation from the Client authorising the Contractor to incur those expenses. The Contractor shall not submit any expense claims to the Employment Business (and the Employment Business shall not be liable to reimburse expense claims) if such claims have not already been authorised and actually signed off by the relevant line manager of the Client (a clearly printed name and signature is required for paper-based expense documents) prior to submission to the Employment Business. For the avoidance of doubt, travel costs to and from the Client Location are for the Contractor's own account.
- 4.12 The Contractor shall be entitled to charge interest at the rate of 2% per annum above the base lending rate for the time being of Barclays Bank plc on any sums due but not paid, from the date payment became due until the actual date of payment. The parties agree that this

represents a substantial remedy in the context of the Late Payment of Commercial Debts (Interest) Act 1998.

- 4.13 The Contractor agrees that any overpayment of the Fee shall constitute a debt to the Employment Business payable on demand. The Employment Business shall be entitled to set off any sums owing from the Contractor to the Employment Business against the Fee.

5. OTHER BUSINESS ACTIVITIES

Nothing in this Agreement shall prevent the Contractor or the Contract Resource from being engaged, concerned or having any financial interest in any other business, trade, profession or occupation or from providing services to any other party during the Assignment provided that such activity does not cause a breach of, create a conflict of interest with, or prevent the Contractor from complying with, the Contractor's obligations under this Agreement.

6. CONFIDENTIAL INFORMATION

- 6.1 The Contractor acknowledges that in the course of the Assignment it will, and the Contract Resource will, have access to Confidential Information. The Contractor has therefore agreed to accept the obligations set out in this clause.
- 6.2 The Contractor shall (and shall procure the Contract Resource shall):
- 6.2.1 keep confidential all Confidential Information received by it or the Contract Resource in the course of the Assignment, during the Assignment, and thereafter following the Termination Date;
- 6.2.2 not (except in the proper course of its or his duties) either during the Assignment Term or at any time after the Termination Date, use or disclose to any firm, person or company (and shall use its best endeavours and procure that the Contract Resource shall use its best endeavours to prevent the publication or disclosure of) any Confidential Information; and
- 6.2.3 enter into any further undertakings required by the Employment Business and/or the Client and/or the Customer to protect the Confidential Information.
- 6.3 The terms and conditions of this Agreement are confidential. The Contractor shall not (and shall procure the Contract Resource shall not) disclose the details of this Agreement, including but not limited to details relating to the fee rate, expense arrangements, and any other financial details, which may be applicable to the provision of the Services.
- 6.4 The Contractor acknowledges that a breach of clauses 6.2 or 6.3 will cause immediate and substantial loss and damage to the Employment Business and/or the Client. In the event of a breach or anticipatory breach, the Employment Business shall be entitled to commence proceedings for an injunction against the Contractor restraining a breach and for any damages arising.

7. INTELLECTUAL PROPERTY

7.1 The Contractor warrants to the Employment Business that it has obtained from the Contract Resource a written and valid assignment of all existing and future Intellectual Property Rights in the Works and the Inventions and of all materials embodying such rights and a written irrevocable waiver of all the Contract Resource's statutory moral rights in the Works, to the fullest extent permissible by law.

7.2 The Contractor hereby assigns to the Employment Business all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying such rights to the fullest extent permitted by law and the Employment Business shall assign the same to the Client. Insofar as they do not so vest automatically by operation of law or under this Agreement, the Contractor holds legal title in such Intellectual Property Rights and Inventions on trust for the Employment Business.

7.3 The Contractor undertakes:

- 7.3.1 to notify the Client in writing of full details of all Works and Inventions promptly on their creation;
- 7.3.2 to keep confidential the details of all Inventions;
- 7.3.3 whenever requested to do so by the Client and in any event on the termination of the Assignment, promptly to deliver to the Client all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of, and or creation of, the Works which are in the Contractor's or Contract Resource's possession, custody or power;
- 7.3.4 to not register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Client; and
- 7.3.5 to do all acts necessary and execute all necessary documents to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Employment Business (in order that the Employment Business may pass title in the same to the Client).

7.4 The Contractor warrants that:

- 7.4.1 it has not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;
- 7.4.2 it is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works;
- 7.4.3 the use of the Works or the Intellectual Property Rights in the Works by the Employment Business will not infringe the rights of any third party; and
- 7.4.4 it will not use any pre-existing Intellectual Property Rights owned by the Contractor, the Contract Resource or a third party in the provision of Services unless it has the required consent of the Contract Resource and or the third party, and provided that such use has been agreed in writing with the Employment Business and the Client.

7.5 The Contractor warrants that the Contract Resource has given written undertakings in the same terms to the Contractor in respect of this clause 7.

8. INSURANCE AND LIABILITY

8.1 The Contractor shall maintain in force during the Assignment full and comprehensive Insurance Policies to cover the Contractor's liabilities under this Agreement which shall comply with such requirements and specifications as may reasonably be requested by the Employment Business from time to time. Any failure to comply with this clause shall entitle the Employment Business to obtain suitable policies on behalf of the Contractor and/or the Contract Resource and the Employment Business shall be entitled to set-off amounts paid in connection with such policies from the Fees or invoice the Contractor for the expense.

8.2 The Contractor shall supply to the Employment Business on request copies of such Insurance Policies and evidence that the relevant premiums have been paid. Neither inspection nor receipt of copies of insurance policy documents will be deemed to constitute acceptance by the Employment Business that the insurance is acceptable, nor be a waiver of any rights of the Employment Business under this Agreement. Insurance-related obligations under this Agreement are without prejudice to any liability of the Contractor to indemnify the Employment Business.

8.3 The Contractor shall have liability for and shall indemnify and keep the Employment Business indemnified against any damages, compensation, actions, claims, financial loss, or other liability, expenses, costs (including all reasonable legal costs and administrative costs (including but not limited to a £500 administrative fee in connection with a breach of 8.3.3 below)) incurred by the Employment Business arising out of or in connection with:

- 8.3.1 any breach by the Contractor or the Contract Resource of any term of this Agreement;
- 8.3.2 any act, error, omission or default (including any wilful, deliberate fraudulent or reckless act or omission) of the Contractor or the Contract Resource;
- 8.3.3 any failure by the Contractor to commence an Assignment or perform the Services during the Assignment Term;
- 8.3.4 any breach of confidentiality by the Contractor or the Contract Resource;
- 8.3.5 any infringement of the Intellectual Property Rights of a third party;
- 8.3.6 any failure by the Contractor to comply with the requirements of Schedule 3;
- 8.3.7 any decision of a court, tribunal, or Government authority that either the Client, Customer or the Employment Business is an employer of the Contract Resource;
- 8.3.8 income tax, National Insurance contributions, statutory entitlements such as holiday pay, Regulation 5 of the AWR Legislation and statutory sick pay and any other taxes, deductions or benefits directly or indirectly relating to the provision of services by the Contract Resource during the Assignment (including but not limited to those arising pursuant to MSC Legislation and AWR Legislation); and

- 8.3.9 any claim made against the Employment Business or the Client or Customer by or on behalf of the Contract Resource arising from, or in connection with, the Assignment including without limitation: claims relating to, or contingent upon, employment status of the Contract Resource; claims for remuneration and/or employment-related entitlements; and claims under the AWR Legislation (save to the extent any such loss results from any act or omission of the Employment Business).
- 8.4 Except in the event of death or personal injury caused by the negligence of the Employment Business, the Employment Business' entire liability to the Contractor under or in connection with this Agreement, whether contractual, tortious, statutory or otherwise, shall be limited to 100% of the Fee payable to the Contractor by the Employment Business.
- 9. TERM AND TERMINATION**
- 9.1 The Services shall be provided during the periods specified in the Assignment Schedule unless otherwise agreed. The duration of the initial Assignment may be extended by agreement in writing between the parties and these Terms, unless excluded in writing shall be deemed to apply to such extended Assignment period(s).
- 9.2 At the end of the initial Assignment, the Employment Business shall be under no obligation whatsoever to offer further work to the Contractor, and the Contractor shall be under no obligation whatsoever to accept any further work, if offered.
- 9.3 The Employment Business shall be entitled to suspend or terminate the Assignment forthwith without notice or liability at any time in the event of any of the following:
- 9.3.1 The Client requests that the Services cease or that the Contract Resource be removed from the Assignment for any reason (and such Contract Resource is not replaced under Clause 2.3 hereof);
- 9.3.2 The Contractor or the Contract Resource is in the sole opinion of the Client negligent, incompetent or unsuitable in the performance of the Services;
- 9.3.3 The Contractor or the Contract Resource's inappropriate behaviour, breaks in service without prior agreement, lack of technical ability, lack of performance, or repeated commission of minor breaches of these Terms or Client rules and regulations;
- 9.3.4 References, approvals, certificates, clearances, PES or consents referred to in clause 1.4 are not obtained within the time limit detailed in the Assignment Schedule, or where no such time limit is stated, within 30 days of the intended Start Date of the Assignment;
- 9.3.5 The Client fails to contract with the Employment Business for the Assignment within 14 days of the start date specified on the Assignment Schedule, or the Client cancels the Assignment at any time prior to such start date;
- 9.3.6 Career or personal references are unsatisfactory to the Employment Business or the Client;
- 9.3.7 It transpires that information provided by the Contractor in connection with the Assignment (including without limitation its corporate details, insurance coverage or compliance with its legal obligations) is not or ceases to be true, accurate or complete;
- 9.3.8 The Contract Resource is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
- 9.3.9 The Contractor fails, or is unable, to pay its debts when they fall due or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against it;
- 9.3.10 The Contractor fails to fully comply with its obligations under any Tax Legislation or fails to comply with its obligations under this Agreement in connection with such Tax Legislation.
- 9.4 The Contractor accepts that termination under sub-clauses 9.3.1 to 9.3.6 shall arise as a direct result of the unilateral decision/action of the Client, and it shall have no complaint or claim against the Employment Business as a result notwithstanding any dispute in respect of facts alleged by the Client.
- 9.5 Unless varied in the Assignment Schedule, the Employment Business may terminate the Assignment without cause and for whatever reason by giving written notice of:
- 9.5.1 Five calendar days if the Assignment has not commenced, or is of 8 weeks or less duration;
- 9.5.2 Fourteen calendar days if the Assignment is for more than 8 weeks but less than or equal to 26 weeks duration;
- 9.5.3 Twenty-eight calendar days if the Assignment is for more than 26 weeks duration.
- 9.6 For the avoidance of doubt, unless expressly stated in the Special Conditions or elsewhere in the Assignment Schedule, the Contractor shall have no right to terminate the Assignment upon notice without cause. Save for the bona fide purpose of solvent reconstruction or amalgamation, if any action, application or proceeding is taken in respect of either party for (i) a voluntary arrangement or composition or reconstruction of its debts; (ii) the presentation of an administration petition; (iii) its winding-up or dissolution; (iv) the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer or (v) any similar action, application or proceeding in any jurisdiction to which it is subject or if it is unable to pay its debts, the other party may without prejudice to any of its other rights, terminate the Assignment forthwith by notice in writing.
- 9.7 The Contractor acknowledges that the continuation of an Assignment is subject to and conditional upon the continuation of the corresponding contract entered into between the Employment Business and the Client (the "Master Agreement"). In the event that the Master Agreement (or any part thereof) is terminated

- for any reason, the Assignment shall cease with effect from the same date as the termination of the Master Agreement (or any part thereof) takes effect and without further liability of the Employment Business to the Contractor for notice or payment in lieu thereof. The Employment Business will endeavour to give reasonable notice (based on the period of notice between the Employment Business and the Client) in the event that such circumstances arise.
- 9.8 Termination of an Assignment will be effective from the date that a valid termination notice under this Clause 9 is provided to the other party either verbally or in writing. Where notice has been provided verbally, this must be confirmed in writing at the earliest opportunity.
- 9.9 Termination of an Assignment under any of the provisions hereof shall be without prejudice to the rights and obligations of the parties arising hereto prior to, or as a result of, such termination.
- 10. OBLIGATIONS UPON TERMINATION**
- 10.1 On the Termination Date the Contractor shall (and shall procure that the Contract Resource shall):
- 10.1.1 immediately deliver to the Client all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the Client and or the Customer, any keys, and any other property of the Client and or the Customer, which is in its or his possession or under its or his control; and
- 10.1.2 irretrievably delete any information relating to the business of the Client and or the Customer stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its or his possession or under its or his control outside the premises of the Employment Business.
- 11. PROTECTION OF THE EMPLOYMENT BUSINESS' INTERESTS**
- 11.1 The Contractor shall not discourage the Client from dealing with the Employment Business.
- 11.2 If before the first Assignment, during the course of an Assignment or within the Relevant Period following the end of the Assignment the Client wishes to employ or engage the Contractor or Contract Resource direct or through another employment business, the Contractor acknowledges that the Employment Business may be entitled to charge the Client a fee. In addition the Employment Business may be entitled to charge a fee to the Client if the Client introduces the Contractor/Contract Resource to a third party who subsequently engages the Contractor/Contract Resource.
- 12. DATA PROTECTION**
- 12.1 The Contractor consents, and shall procure that the Contract Resource consents, to the Employment Business processing data relating to the Contract Resource for legal, administrative and management purposes and in particular to the processing of any sensitive personal data (as defined in the Data Protection Act 1998) relating to the Contract Resource.
- 12.2 The Employment Business may make such information available to other companies within the same group as the Employment Business, regulatory authorities, potential or future employers, governmental organisations and potential purchasers of the Employment Business.
- 12.3 The Contractor hereby consents, and shall procure that the Contract Resource consents, to the transfer of such information to the Employment Business's business contacts outside the European Economic Area in order to further its business interests where necessary for the purpose of the performance of this Agreement.
- 13. VARIATION OF AGREEMENT**
- No variation or alteration to these Terms shall be valid unless the details of such variation are agreed by an executive director or legal representative of the Employment Business and the Contractor, and set out in writing, and a copy of the varied Terms is given to the Contractor stating the date on or after which such varied Terms shall apply.
- 14. PRIVACY OF CONTRACT**
- The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the Contractor and the Employment Business shall have any rights under it. The terms of this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing between the parties hereto or this Agreement may be rescinded (in each case), without the consent of any third party.
- 15. POST-TERMINATION RIGHTS AND REMEDIES**
- The parties to this Agreement agree that the provisions of this Agreement which are intended to have effect after the termination of this Agreement shall continue in full force and effect and which provisions shall include in particular clauses 4, 6, 7, 8, 10, 11, 12 and 15 of this Agreement. The Contractor and the Contract Resource further agree that damages may not be an adequate remedy in respect of any breach of clauses 6, 7 or 12 and that the Employment Business may injunct the Contractor and or the Contract Resource from breaching that provision where a breach is threatened or has occurred.
- 16. SEVERANCE**
- In the event that any clause or any part of any clause in this Agreement should be considered to be unenforceable, unlawful or void, then that clause or that part of the clause shall be severed from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect.
- 17. ENTIRE AGREEMENT**
- This Agreement together with the Schedules and any documents referred to in it constitute the entire Agreement and understanding between the Contractor and the Employment Business and supersedes any previous Agreement between them relating to the

Assignment (which shall be deemed to have been terminated by mutual consent).

18. CONDUCT REGULATIONS

The Contractor and the Contract Resource have not opted out of the Conduct Regulations.

19. RIGHTS TO SET OFF

The Employment Business shall be entitled to set off any amount due from the Contractor in whole or in part, against payments due to the Contractor.

20. ASSIGNMENT

20.1 This Agreement may not be assigned or transferred without the prior written consent of the other party and neither party shall sub-contract or delegate in any manner any or all of its obligations to any third party or agent, save that the Employment Business may, without the consent of the Contractor, assign all of its rights and obligations under this Agreement to any of its Group companies. Group shall have the meaning given to it by section 1261 of the Companies Act 2006.

21. GENERAL

21.1 The headings in this Agreement are inserted for convenience only and shall not affect its construction.

21.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

21.3 A reference to one gender includes a reference to the other gender.

21.4 The schedules to this Agreement form part of (and are incorporated into) this Agreement.

21.5 The rights of the Employment Business under clause 9 are without prejudice to any other rights that it might have at law to terminate the Assignment or to accept any breach of this Agreement on the part of the Contractor as having brought the Agreement to an end. Any delay by the Employment Business in exercising its rights to terminate, or any of its other rights under the Agreement, shall not constitute a waiver thereof.

21.6 The Employment Business and the Contractor are independent contracting parties. Nothing in these Terms shall be construed as creating a relationship of employment, partnership, agency or joint venture between the parties. Neither party is entitled to act as agent for, or enter into legally binding obligations on behalf of, the other.

22. LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the Laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

SCHEDULE ONE – DEFINITIONS

Agreement	The Terms and all Schedules attached thereto.		the Customer (as applicable) as evidenced by written records; or (e) the disclosing party agrees in writing is not confidential or may be disclosed.
Assignment	The engagement of the Contractor to perform Services on these terms and conditions herein for the Assignment Term.	Contract Resource	The individual specified in the Assignment Schedule (and which includes any agreed Substitute) who are to be utilised by the Contractor to carry out the Assignment.
Assignment Schedule	The schedule which sets out the details of the Assignment to the Client and the Services to be performed by the Contractor utilising the Contract Resource.	Contractor	The limited company referred to in the Assignment Schedule that will perform the Services for the Client.
Assignment Term	The intended period during which the Assignment will be in force, as set out in the Assignment Schedule (including any extensions agreed with the Employment Business).	Contractor Payments	Any PAYE Income Tax and National Insurance Contributions, statutory entitlements such as holiday pay and statutory sick pay, and any other taxes and deductions payable in respect of the Contract Resource for any Assignment.
AWR Legislation	Legislation relating to the Agency Workers Regulations 2010.	Customer	The Client's customer with whom the Contractor and or the Contract Resource have direct dealings with during the Assignment.
Client	The Employment Business's customer named in the Assignment Schedule.	Employment Business	Badenoch and Clark Limited trading as Adecco, registered in England and Wales no. 1356186, 10 Bishops Square, London, E1 6EG.
Conduct Regulations	The Conduct of Employment Agencies & Employment Businesses Regulations 2003.	Excess SSW Fees	The fees payable in excess of the Fee (if any) for the Services where the Contractor has provided the Services outside of the SSW.
Confidential Information	Information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory): which is specified as being confidential; or which, due its nature, the Contractor or the Contract Resource should reasonably regard as being of a confidential or commercially sensitive nature; or which relates to the business, products, affairs or finances of the Employment Business, the Client and/or the Customer for the time being confidential to the Employment Business, the Client, and/or the Customer (as applicable); and trade secrets including, without limitation, technical data and know-how relating to the business of the Employment Business, the Client and or the Customer or any of their business contacts; but not including any information that: (a) is or becomes generally available to the public (other than as a result of its disclosure by the Contractor or the Contract Resource in breach of this Agreement); or (b) was available to the Contractor on a non-confidential basis prior to disclosure by the Employment Business, the Client and/or the Customer (as applicable); or (c) was, is or becomes available to the Contractor on a non-confidential basis from a person who, to the Contractor's knowledge, is not bound by a confidentiality agreement with the Employment Business, the Client and/or the Customer (as applicable) or otherwise prohibited from disclosing the information to the Contractor; or (d) was lawfully in the possession of the Contractor before the information was disclosed to it by the Employment Business, the Client and/or	Fee	The fee due for the Services at the rate specified as set out in the Assignment Schedule, inclusive of all costs, expenses and fees, but exclusive of VAT.
		Insurance Policies	Professional indemnity and public liability insurance to cover the risks to the Employment Business, the Client, the Customer and any other relevant third parties which may reasonably arise in connection with the Services. In addition, employer's liability insurance cover in accordance with the Contractor's legal obligations, where applicable.
		Intellectual Property Rights	Patents, rights to Inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in designs, rights in computer software, database 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 (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

Invention	Any invention, idea, discovery, development, improvement or innovation made by the Contractor or by the Contract Resource in the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.	introduce from time to time in its sole discretion) or where appropriate the Employment Business' manual time capture system, both of which shall record time spent in the performance of the Services, and which shall include their respective terms and conditions of use as notified to the Contractor.
Location	The agreed location at or from which the Services will be performed as set out in the Assignment Schedule or as may be agreed between the Employment Business and the Contractor from time to time.	Tax Legislation
MSC Legislation	Legislation relating to Managed Service Companies: Chapter 9, Part 2 Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and Section 688A, Part 11 of ITEPA.	Legislation relating to tax and/ or social security within the UK including without limitation: Income Tax (Earnings and Pensions) Act 2003 ("ITEPA"); Social Security Contributions and Benefits Act 1992; Social Security (Contributions) Regulations 2001; Social Security Contributions (Intermediaries) Regulations 2000 and Social Security (Categorisation of Earners) Regulations 1978; as such legislation has been, and may be, amended from time to time.
PES	Pre-engagement screening and vetting that is required to be carried out in respect of the Contractor before they are entitled to commence an Assignment.	Termination Date
Schedule	A document which forms part of the Terms (other than the terms and conditions of business) and is headed as such.	The date of termination of this Agreement howsoever arising.
Services	The services to be provided by the Contractor for the benefit of the Client as set out in the Assignment Schedule.	Terms
Standard Service Week/SSW	A 7-day period during which the Services are provided by the Contractor.	The Employment Business' terms and conditions of business.
Substitute	A substitute for the Contract Resource appointed under the terms of clause 2.3.	Works
System	The Employment Business' online time capture system (or such other online system the Employment Business may	All records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared, developed or created by the Contractor or the Contract Resource in the provision of the Services.

SCHEDULE TWO – SELF BILLING AGREEMENT

The Contractor acknowledges and undertakes to comply with the requirements of the Employment Business below:

1. The Employment Business operates a self billing system which is subject to the following rules (as set out in HM Revenue & Customs (“HMRC”) guidance):
 - (a) The Contractor must not issue tax invoices in respect of services supplied under this Agreement. The Employment Business only requires a record of services performed, as detailed in clause 1(d) of this Schedule Two.
 - (b) A tax invoice will be issued by the Employment Business on the Contractor’s behalf for all supplies made under this Agreement detailing:
 - Employment Business’s name & address and VAT registration number (GB 232 3479 75)
 - Contractor’s name & address and VAT registration number
 - Record of work week ending dates with hours worked
 - All payments details
 - All VAT payments will be clearly indicated as the Contractor’s output tax with the statement “THE TAX SHOWN IS YOUR OUTPUT TAX DUE TO HMRC”
 - All other details that make up a full VAT invoice
 - (c) It is the Contractor’s responsibility to notify the Employment Business immediately in writing if:
 - Its VAT registration is cancelled; or
 - The Contractor is issued with a new VAT registration number; or
 - The Contractor sells their business (or part of their business); or
 - The VAT number quoted on the Contractor’s tax invoice is incorrect.
 - (d) The record of the Contractor’s Services will be in the form supplied by the Employment Business, pursuant to the requirements of the self billing system, signed/ approved by the Contractor and by the Client.
- Please note, it is fraudulent for the Contractor to charge VAT if it is not registered for VAT. No payment of VAT will be made to the Contractor until adequate evidence of its VAT registration is provided.
2. In addition the Contractor notes that the Employment Business must:
 - (a) Issue a new self-billing agreement in the event that its VAT registration number changes.
 - (b) Keep and maintain an up to date list showing the names, addresses and VAT registration numbers of all its suppliers covered by self-billing agreements.
 - (c) Fully co-operate with any disclosure requested or any investigation carried out by HMRC.
 3. The Contractor shall (and shall procure the Contract Resource shall) comply with the requirements of clause 2(b) above.
 4. The Employment Business and the Contractor must comply with the tax point rules specified by HMRC.

SCHEDULE THREE – TIMESHEET/PROJECT REPORT AND PAYMENT PROCEDURE (REGULATED)

THIS DOCUMENT CONTAINS INFORMATION ESSENTIAL FOR THE SMOOTH PROCESSING OF CONTRACTOR FEES. IT SHALL FORM AN INTEGRAL PART OF CONTRACT AGREEMENTS. FAILURE TO COMPLY WITH THE TERMS CONTAINED HEREIN MAY LEAD TO REJECTION OF INVOICES AND/OR TIMESHEETS/PROJECT REPORTS, AND PAYMENT BEING DELAYED AS A RESULT.

1. RECEIPT OF CONTRACT/COMPANY DOCUMENTATION

Payments will only be made once the following documents have been submitted:

- (i) Limited Company Contractor Credit Transfer Authorisation (duly completed by the Contractor)
- (ii) Contract document produced, accepted on line on behalf of the Contractor
- (iii) Right to Work documents

In addition, the Employment Business will verify the Limited Company Incorporation on the Companies House Website and the Limited Company VAT Registration (if VAT Registered) on the EU VAT number validation website.

If the Employment Business is unable to verify the Limited Company VAT Registration, this may result in any VAT invoices submitted by the Contractor being held in query pending either (i) full credit and re-invoice net of VAT; or (ii) receipt of VAT Certificate.

2. SUBMISSION OF TIMESHEETS/PROJECT REPORTS

- (a) The appropriate timesheet/project report type will be stated on TheContractorPortal.com ("the Portal") or confirmed as part of the on-boarding process. Types available depend upon the requirements of the Client, and are currently:

- The Employment Business' Own
- E-timesheet
- Bar Coded
- Web-Enabled
- Client's Own
- VMS
- Paper 4-part
- Right Rewards

Timesheets or access to the relevant Portal will be provided, which details the correct procedure to be followed for each particular Assignment in the Welcome Pack or as advised at on-boarding stage. The Contractor shall follow the procedure as set down in the Portal or advised at on-boarding stage for the relevant Assignment.

- (b) The Contractor shall submit timesheets/project reports for authorisation by the Client and subsequent submission in the manner prescribed by the Portal or advised at on-boarding stage and at the frequency as set out in the Contractor Pay Schedule. Weekly timesheets/project reports must be submitted on a weekly basis, and calendar

monthly timesheets/ project reports must be submitted on a calendar monthly basis.

- (c) Where no Services are provided in a particular week/month of the Assignment Period, a zero hours timesheet must still be submitted. There is no need to gain authorisation by the Client in respect of zero hours paper timesheets. Electronic submissions require Client authorisation.

- (d) The Contractor shall not include, and will not be paid, Excess SSW hours on a timesheet/project report where the Assignment Schedule specifies provision of Services on a 'Professional Working Day' basis or where the Fees are payable upon achievement of deliverables/project milestones.

- (e) Where the nature of the Services is appropriate, and with the agreement of the Client, the Contractor may submit project reports (in a format to be agreed by all parties) in the place of timesheets. Project reports will provide an analysis of the Services performed in any given week or month, together with a breakdown of the hours spent providing the Services. These must be authorised by an authorised representative of the Client to indicate the Client's acceptance of the work performed. The procedure for submission of project reports shall be prescribed by the Portal or advised at on-boarding stage.

- (f) Paper timesheets and project reports must note hours worked in units and fractions, rounded up/down to the nearest quarter of an hour. Decimals should not be used, as this creates confusion as to the actual time spent (e.g. 8.5 may mean 8 hours 50 minutes or eight and a half hours). Where it is not clear how much time has been spent from the figure provided, it will be rounded down appropriately.

- (g) Where paper timesheets or project reports are required as per the Client's requirements, these must be completed fully, accurately and legibly in black pen. Missing or illegible details may result in delays.

3. PROCESSING OF INVOICES

- (a) Self bills will generate within 24 hours of period end (as per the pay schedule) once authorised timesheets for the complete period have been submitted as per above.

- (b) Where the Contractor is notified that self bills will not be used for the Assignment, all invoices submitted by the Contractor should be done so utilising the upload facility on the Portal or as advised at on-boarding stage, as per the frequency set out by the Employment Business in connection with the Assignment,

claiming payment for all Services performed that are covered by the outstanding timesheets/project reports that have been submitted up to the invoice date.

the reasons that the Client has refused to authorise a timesheet/project report in respect of those hours.

- (c) Contractor-produced invoices should be in a clearly legible format and addressed to the entity as quoted on the Agreement with the address for the appropriate processing centre. The Contractor must ensure that all the following information is included on their invoice: Limited Company Name and Address, Telephone and Fax (where available) contact details, Contract Resource Name, Contract Reference Number, Invoice Date and Reference Number, Company Registration Number and VAT Registration Number (where the Contractor is registered for VAT). Recommended invoice templates are provided for convenience in the Portal Welcome Pack or advised at on-boarding stage.
- (d) Any Excess SSW hours/days claimed at a different rate must be shown separately from hours/days claimed at the standard rate.
- (e) Where the Contractor is VAT registered, VAT must also be claimed at the current applicable VAT rate at the date of invoicing and shown as a separate item on the invoice.
- (f) If the Contractor is established outside the UK the tax invoice must be prepared in accordance with the rules for cross-border supplies of services. No VAT will be charged and the invoice must carry the statement "Reverse charge" and show the Employment Business's VAT number (GB 232 3479 75) as well as the Contractor's VAT number.

4. CONTRACTOR PAYMENT

- (a) Payments will be processed as per the frequency stated in the Contractor's Pay Schedule, provided the provisions of this document have been complied with.
- (b) Prompt payment of accounts is conditional upon the receipt of timesheets/project reports that have been authorised by a duly authorised representative of the Client. The Contractor expressly understands the following (as per the Conduct Regulations):
 - (i) There is no duty to make payment for hours worked, unless it has received the relevant timesheet/project report from the Contractor, specifying those hours worked, which has been verified and signed/authorised on behalf of the Contractor.
 - (ii) The Contractor understands and accepts that the failure to provide a Client-authorised timesheet/project report will lead to a delay in payment whilst the finance team conducts investigations into the hours claimed by the Contractor, and

- (c) Payments will be made via direct bank transfer (normally via BACS). The Contractor is therefore under a duty to ensure that the Contractor's correct bank account details, including branch address, sort code and account number, have been communicated following the instructions outlined in the welcome pack. Any change of bank account details must be immediately notified (failure to comply will result in payment being delayed until all monies have been recovered that were sent to the account details previously notified by the Contractor). It is not sufficient to change bank details on Contractor invoices where self-billing is not used; specific written confirmation of change is required from the Contractor.

5. EXPENSES

- (a) The Contractor should bill expenses, which are allowed by the Agreement, on a separate invoice to that claiming payment for Services provided.
- (b) Expenses claims should be submitted via the upload facility in the Portal or as advised at on-boarding stage, to the same time scales and cycles as invoices for Services, and will be paid to the same payment terms.
- (c) Expense invoices will only be paid that are fully completed and supported by the following documentation:
 - (i) All relevant receipts, statements and invoices; and
 - (ii) Authorisation from the Client allowing the Contractor to incur such expenses.
- (d) Where the Contractor is VAT registered the VAT exclusive amount of expenses should be invoiced to the Employment Business. The expenses will be subject to VAT when invoiced by the Contractor.

6. DISCREPANCIES

- (a) In the event that a timesheet/project report is received that has not been authorised by the Client, the Contractor will be notified at the earliest convenience and request the Contractor to resubmit the timesheet/project report, duly authorised by the Client, in order to ensure prompt payment. In the event that the Contractor declines to submit a Client-authorised timesheet/ project report, the process in 4(b)(ii) shall apply.
- (b) Any missing details or discrepancies of addition that are contained within timesheets, project reports or invoices will lead to the incomplete or inaccurate documentation being rejected and sent back to the Contractor, with a note of the missing

detail or discrepancy. This documentation must then be corrected and re-submitted before it can be processed.

- (c) Where VAT is claimed but the invoice does not comply with VAT invoice requirements, the invoice will be rejected and a request that a replacement invoice is submitted.

7. COMPLIANCE

- (a) It is imperative that the terms of this document are followed for administrative purposes; particular attention is drawn to the requirement to submit timesheets/project reports on a timely basis. Even where the Contractor wishes to delay invoicing for any

reason, the Contractor understands that this does not affect the strict requirement to submit timesheets/project reports promptly, as per the Terms of the Assignment.

- (b) Any persistent or deliberate withholding of timesheets/project reports on the part of the Contractor shall be regarded as a material breach of the Terms and shall entitle the Employment Business to terminate the Assignment forthwith. In such event the Client will be contacted directly, to inform the Client of the problem, and to seek alternative authorisation for the billing process with the Client and remedial action as appropriate.