

THIS AGREEMENT IS BETWEEN:

Spencer Ogden Limited, 24 King William Street, London, EC4R 9AT ("**SPENCER OGDEN**") and the Contractor.

WHEREAS IT IS AGREED as follows:

Spencer Ogden has requested the Contractor, and the Contractor has agreed with Spencer Ogden, to provide the Services to Spencer Ogden's client(s) on the terms and conditions of this Agreement.

1. DEFINITIONS

- 1.1 **"AGREEMENT"** means the terms and conditions set out herein together with any Assignment Schedule;
- 1.2 **"ASSIGNMENT"** means the period during which the Contractor provides the Services as set out in an Assignment Schedule;
- 1.3 **"ASSIGNMENT SCHEDULE"** means the schedule agreed between Spencer Ogden and the Contractor for each Assignment containing the particulars of the Assignment and Services.
- 1.4 **"AWR"** means the *Agency Workers Regulations 2010* (as amended);
- 1.5 **"CONTRACTOR"** means the company introduced by Spencer Ogden to the Client for an Assignment as specified in the Assignment Schedule including, but not limited to, any officer or employee of the Contractor, including the Representative.
- 1.6 **"CLIENT"** means the person, firm or corporate body named in the Assignment Schedule together with any subsidiary or associated company and / or any third party for whom the Contractor provides services pursuant to this Agreement;
- 1.7 **"CONFIDENTIAL INFORMATION"**: means all trade secrets, know-how and any other information confidential to Spencer Ogden or any Client, that is generally not available to the public or is not generally known in the industry in which Spencer Ogden or a Client operates
- 1.8 **"OFF-PAYROLL"** means Chapter 10 Part 2 of the *Income Tax (Earnings and Pensions) Act 2003*;
- 1.9 **"REGULATIONS"** means the *Conduct of Employment Agencies and Employment Businesses Regulations 2003*.
- 1.10 **"REPRESENTATIVE"** means the employees, officers or representatives of the Contractor specified in the Assignment Schedule (including any substitute made in accordance with clause 11 below) who provide Services on behalf of the Contractor.
- 1.11 **"RESTRICTED PERIOD"** means the twelve (12) months following the Assignment;
- 1.12 **"SERVICES"** means the services to be performed by the Contractor for the Client pursuant to this Agreement;

2. AGREEMENT

- 2.1 The Contractor accepts Spencer Ogden's offer of engagement as an independent contractor on the terms of this Agreement.
- 2.2 Spencer Ogden and the Contractor will agree an Assignment Schedule (or confirm their agreement in an Assignment Schedule) specifying the Client, the fee payable by Spencer Ogden, the Representative, the Services, such expenses as agreed, any notice period and any other relevant information.

3. DURATION

- 3.1 This Agreement will commence when the Contractor first begins work for Spencer Ogden on an Assignment and will continue until it terminates on the end date specified in the Assignment Schedule without the need for notice unless previously terminated in accordance with this Agreement.

4. INDEPENDENT CONTRACTOR STATUS

- 4.1 This Agreement is not intended by the Parties to constitute or give rise to a contract of service or an employment contract and the Contractor acknowledges that its services are supplied to Spencer Ogden as an independent contractor. Nothing in this Agreement will render any Contractor Representative an employee or a worker of either Spencer Ogden or the Client. The Contractor will procure that none of its Representatives holds themselves out as an employee, worker or agent of either Spencer Ogden or the Client.
- 4.2 The Contractor will be responsible for complying with all statutory and legal requirements relating to the Representative, including payment of any income tax, social contributions and /or any other taxes and deductions payable. Neither the Contractor nor the Representative will be entitled to receive from Spencer Ogden or the Client sickness pay, holiday pay or any other similar entitlement.
- 4.3 Upon the termination or expiry of this Agreement, howsoever arising, Spencer Ogden will not be obliged to offer and the Contractor will not be obliged to accept any further Assignments.

5. CONTRACTOR OBLIGATIONS

- 5.1 The Contractor will supply to Spencer Ogden a copy of the Contractor's incorporation certificate, VAT registration, insurance documents and evidence of the Representative's right to work in the country in which s/he will be working. Spencer Ogden may withhold payment from the Contractor until it is in receipt of these documents.

- 5.2 The Contractor will at all times act in a professional manner and adhere to all applicable laws, statutes and regulations as enacted from time to time. The Contractor will ensure that while working on Assignment the Representative will follow all relevant and applicable rules and procedures of the Client. The Contractor will have reasonable autonomy in determining the method of performance of the Services but in doing so will co-operate with the Client and comply with the Client's reasonable and lawful instructions. Subject to clause 11, the Contractor will ensure the Services are supplied by the Representative.
- 5.3 The Contractor will and will procure the Representative will:
 - 5.4.1 not engage in conduct detrimental to the interests of Spencer Ogden or the Client, including any conduct that may bring Spencer Ogden or the Client into disrepute or which results in the loss of custom or business;
 - 5.4.2 where required, provide and insure at its own cost any necessary equipment required for the performance of the Services, making sure that any computer equipment and software which it provides contains up-to-date anti-virus protection;
 - 5.4.3 furnish the Client and/or Spencer Ogden with any progress reports as may be requested from time to time; and
 - 5.4.4 notify Spencer Ogden forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition.
- 5.5 The Contractor will bear the cost of:
 - 5.5.1 any training that its Representative may require in order to perform the Services.
 - 5.5.2 any costs incurred by Spencer Ogden as a result of any delay or failure on the part of the Contractor or Representative to promptly return any documentation related to the Assignment or any failure to obtain any necessary visa for the duration of the Assignment.
 - 5.5.3 any costs incurred in addition to those which have been approved in writing by Spencer Ogden or the Client including, but not limited to, any/all relevant travel or accommodation arrangements.
- 5.6 Where the Client is a United Kingdom public authority, the Contractor acknowledges and accepts that the Assignment is in the scope of Off-Payroll and that where Off-Payroll applies, Spencer Ogden Business has a statutory duty to make deductions in accordance with Off-Payroll to payments made by Spencer Ogden to the Contractor.

6. WARRANTIES

- 6.1 The Contractor warrants and represents that:
 - 6.1.1 the Services will be performed with a high degree of professional skill and care and that the Representative has the necessary experience, training, qualifications and any other authorisations which the Client considers are necessary, or which are required by law or by any professional body to provide the Services for the period of the Assignment. The Contractor will, on request, provide proof of compliance with this clause;
 - 6.1.2 that pre-employment checks have been carried out in relation to each Representative and all statements, whether oral or written, made by it and/or any Representative provided in the performance of the Services during the Assignment, regarding experience, training, qualifications and any relevant or necessary authorisation are true and accurate; and
 - 6.1.3 by entering into and performing its obligations under this Agreement that neither it nor the Representative will thereby be in breach of any obligation that owed to any third party.

7. SERVICE HOURS

- 7.1 The Contractor will procure that the Representative works such hours as are necessary to perform the Services and that the Representative will not unreasonably fail to provide the Services during hours required by the Client for the proper performance of the Services. Where minimum hours are specified in the Assignment Schedule, the Contractor warrants that it will procure that the Representative will work for such minimum hours.
- 7.2 If the Contractor and/or the Representative is unable or unwilling for any reason to undertake the Services the Contractor should inform Spencer Ogden no later than 9.00am on the first day of incapacity.

8. TIMESHEETS

- 8.1 The Contractor will notify Spencer Ogden in writing of all and any hours worked on Assignment by the Representative(s) including any hours worked over and above those outlined in the Assignment Schedule by completing timesheets. Timesheets will be completed in the format dictated by Spencer Ogden and submitted in accordance with the directions of Spencer Ogden.
- 8.2 The Contractor will obtain the signature or electronic approval of an authorised representative of the Client for each timesheet. The Contractor will promptly

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notify Spencer Ogden if he becomes aware of any issue that may delay an authorised representative of the Client approving a timesheet.

- 8.3 Timesheets must be submitted within one (1) month of the period to which they relate or as otherwise directed in writing by Spencer Ogden. Save where the Regulations apply, Spencer Ogden's obligation to pay the Contractor for the Services is conditional upon the submission of timesheets by the Contractor and invoices being raised in accordance with clause 9. Spencer Ogden will not pay any timesheets or expense items that are not submitted within one month of the period they relate to.
- 8.4 The Contractor acknowledges that timesheets must be completed accurately warrants that the hours it records on the timesheet are true and accurate. Timesheets must be completed for the week or month or period in which the work was completed. Time may not be split or apportioned across timesheets. False completion of a timesheet will constitute fraud and will result in immediate termination of the Agreement.

9 INVOICES

- 9.1 Spencer Ogden will issue self-billed invoices for all supplies made to them by the Contractor during the term of this Agreement. The self-billed invoices will show the Contractor's name, address and VAT registration number, together with all other required details so as to constitute a full VAT invoice.
- 9.2 The Contractor agrees to accept invoices raised by Spencer Ogden on their behalf during the term of this Agreement and not to raise sales invoices for the transactions covered by this Agreement. The Contractor further agrees to immediately notify Spencer Ogden of any change to its VAT registration number or if it ceases to be VAT registered or ceases to trade.
- 9.3 Spencer Ogden agrees to make a new self-billing agreement in the event that the Contractor's VAT registration number changes and to inform the Contractor if the issue of self-billed invoices will be outsourced to a third party.

10 PAYMENT

- 10.1 Subject to the issue of a self-bill invoice in accordance with clause 9 and subject to clauses 10.4 and 23.8, Spencer Ogden will pay the Contractor for the Services in accordance with the fees specified in the Assignment Schedule, plus VAT where appropriate. Payment will only be made for time worked supported by client approved timesheets. The payment claimed on an invoice must correspond exactly to time approved on the accompanying timesheet. No payment will be made for any period during which the Contractor failed to provide Services.
- 10.2 Save as provided for in clauses 10.4 and 22.8, all payments will be made to the Contractor within one month of receipt of a valid invoice or as otherwise specified in the Assignment Schedule.
- 10.3 The Contractor will not be entitled to claim any expenses from Spencer Ogden or the Client unless the Assignment Schedule specifically provides otherwise and the expenses have first been authorised in writing by the Client. In any event Spencer Ogden will have no obligation to pay the Contractor in respect of any expenses until the corresponding payment has been paid to Spencer Ogden by the Client. The Contractor shall, on request, provide receipts in relation to invoiced expenses and Spencer Ogden may withhold payment of expenses subject to receiving such receipts. VAT on expenses must be shown separately.
- 10.4 Spencer Ogden may delay payment of the Contractor's invoices where it has reason to believe that the Client may not pay some or all of Spencer Ogden's invoices. Spencer Ogden will withhold payment until such time as the Client has settled Spencer Ogden's invoices. Spencer Ogden will use prompt and reasonable endeavours to obtain payment from the Client.
- 10.5 The Contractor shall be responsible for any PAYE Income Tax and National Insurance Contributions or equivalent and any other taxes and deductions payable in respect of the Representative.
- 10.6 Where Off-Payroll applies to Assignment and where required in accordance with Off-Payroll, the Contractor acknowledges and agrees that Spencer Ogden shall be entitled to deduct sums in respect of PAYE Income Tax and National Insurance Contributions calculated in accordance with Off-Payroll prior to payment of the Contractor's invoice. Spencer Ogden shall remit such sums deducted under this clause 10.6 and Employer's NICs to HM Revenue and Customs to comply with its statutory duty. Spencer Ogden will provide a statement to the Contractor setting out such deductions. Save where and to the extent required by law, the Contractor is and will continue to be wholly responsible for the correct payment of all taxes and statutory deductions.
- 10.7 Payment does not constitute an acknowledgement that the Services were provided in accordance with this Agreement, or were of a satisfactory quality.
- 10.8 Spencer Ogden will not charge either the Contractor or the Representative for work-finding services.
- 10.9 In the event that the Client and/or Spencer Ogden deem it necessary for any reason to suspend the Contractor's performance of the Services, unless confirmed otherwise in writing by Spencer Ogden, that period of suspension shall be unpaid.

11 SUBSTITUTION

- 11.1 Save as otherwise stated in this Agreement, the Contractor and/or the Representative will be entitled to supply services to any third party during the term of this Agreement provided that there is no conflict of interest and that this is not to the detriment of the supply of the Services to the Client.
- 11.2 The Contractor may substitute the named Representative in the Assignment Schedule provided that;
- 11.2.1 the Services remain as detailed in the Assignment Schedule;
- 11.2.2 Spencer Ogden is satisfied that the proposed substitute possesses all qualifications, experience, skills, resources and authorisations needed by the Client or required by law to fulfil the Services;
- 11.2.3 the proposed substitute passes all relevant security checks;
- 11.2.4 no delay or reduction in quality will occur due to the lack of technical or Client knowledge held by the substitute; and
- 11.2.5 if requested by Spencer Ogden, the Contractor provides the replacement Representative free of charge for up to ten (10) working days to effect a handover of the Services.
- 11.3 Subject to clause 11.2, subcontracting to third parties is not allowed without the prior written consent of Spencer Ogden. A breach of this clause by the Contractor will entitle Spencer Ogden to cancel the Agreement and claim damages.

12 LIABILITY

- 12.1 TO THE EXTENT PERMITTED IN LAW, THE CONTRACTOR WILL INDEMNIFY AND HOLD SPENCER OGDEN HARMLESS FROM ANY DAMAGE, INJURY (INCLUDING INJURY TO THE REPRESENTATIVE), LOSSES OR COSTS, WHETHER ARISING DIRECTLY OR INDIRECTLY, RESULTING FROM THE SUPPLY OF SERVICES TO THE CLIENT, ANY BREACH OF THIS AGREEMENT, OR ANY DELIBERATE OR NEGLIGENT ACT OR OMISSION, BY THE CONTRACTOR AND / OR THE REPRESENTATIVE.
- 12.2 WHERE THE CONTRACTOR OR REPRESENTATIVE IS IN BREACH OF THIS AGREEMENT WHICH RESULTS IN THE CLIENT TERMINATING ITS AGREEMENT WITH SPENCER OGDEN OR ANY SPECIFIC ASSIGNMENT, THE CONTRACTOR WILL, WITHOUT PREJUDICE TO ANY OTHER REMEDY OF SPENCER OGDEN, INDEMNIFY SPENCER OGDEN FOR ANY RESULTANT DAMAGE AND LOSS, INCLUDING LOSS OF PROFIT RELATING TO THE REMAINING PORTION OF THE ASSIGNMENT.
- 12.3 THE CONTRACTOR WILL BE LIABLE FOR ANY DEFECTS OR DEFICIENCIES ARISING IN RELATION TO THE SERVICES PERFORMED UNDER THE AGREEMENT AND WILL, WHERE REQUESTED, RECTIFY AT ITS OWN COST AND IN ITS OWN TIME SUCH DEFECTS OR DEFICIENCIES AS MAY BE CAPABLE OF REMEDY WITHIN A REASONABLE PERIOD FROM SUCH REQUEST.
- 12.4 IF ANY PERSON SHOULD SEEK TO ESTABLISH ANY LIABILITY OR OBLIGATION UPON SPENCER OGDEN OR THE CLIENT ON THE GROUNDS THAT THE REPRESENTATIVE IS AN EMPLOYEE OR WORKER OF SPENCER OGDEN OR THE CLIENT, THE CONTRACTOR WILL INDEMNIFY SPENCER OGDEN AND/OR THE CLIENT IN RESPECT OF ANY SUCH LIABILITY AND ANY RELATED COSTS, EXPENSES OR OTHER LOSSES WHICH SPENCER OGDEN OR THE CLIENT MAY INCUR AS A CONSEQUENCE. FURTHERMORE, THE CONTRACTOR HEREBY INDEMNIFIES SPENCER OGDEN AGAINST ANY LIABILITY IN RESPECT OF TAXATION, SOCIAL COSTS OR RELATED FINES, PENALTIES OR INTEREST RELATING TO THE REPRESENTATIVE WHICH MAY BE INCURRED BY SPENCER OGDEN AS A RESULT OF THIS AGREEMENT.
- 12.5 SAVE IN RESPECT OF DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, TO THE EXTENT PERMITTED AT LAW, SPENCER OGDEN IS NOT LIABLE TO THE CONTRACTOR OR THE REPRESENTATIVE FOR ANY LOSS, EXPENSE, DAMAGE OR DELAY HOWSOEVER ARISING (WHETHER DIRECTLY OR INDIRECTLY) IN CONNECTION WITH THIS AGREEMENT AND SPENCER OGDEN'S LIABILITY TO THE CONTRACTOR FOR ANY CLAIM OR RELATED SERIES OF CLAIMS SHALL BE CAPPED AT TWO HUNDRED AND FIFTY THOUSAND POUNDS (£250,000).
- 12.6 EXCEPT AS PROVIDED IN CLAUSE 12 ABOVE, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSS.

13 INSURANCE

- 13.1 The Contractor will procure and maintain for the duration of any Assignment:
- 13.1.1 Public Liability insurance for a sum of not less than £2,000,000 (two million pounds sterling);
- 13.1.2 Professional Indemnity insurance for a sum of not less than £1,000,000 (one million pounds sterling);
- 13.1.3 Employers Liability insurance for a sum of not less than £5,000,000 (five million pounds sterling) (or in the alternative where applicable appropriate Workers Compensation insurance); and
- 13.1.4 any other reasonably necessary policies of insurance as may be required to adequately cover the Contractor, the Representative and the provision of the Services.

Spencer Ogden may specify in the Assignment Schedule that an alternative level of insurance cover is required.

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13.2 The Contractor will make a copy of the above policies available to Spencer Ogden prior to the commencement of the Services and upon request.

13.3 The Contractor shall be responsible for ensuring appropriate medical and repatriation insurance cover is in place for the Representative if the Services are provided offshore or outside the Representative’s home country of residence.

14 TERMINATION OF THE AGREEMENT

14.1 Spencer Ogden may terminate this Agreement and/or any Assignment without liability to the Contractor and/or the Representative with immediate effect on any date prior to the commencement of the Services.

14.2 Unless otherwise stated in the Assignment Schedule, either party may terminate this Agreement without cause prior to the completion of the Services by giving not less than four (4) weeks’ notice in writing.

14.3 Notwithstanding clause 14.2 above, Spencer Ogden may without notice and without liability terminate this Agreement where:

14.3.1 the Contractor and/or any Representative is guilty of any fraud, dishonesty or serious misconduct or is for any other reason considered unsatisfactory to the Client;

14.3.2 the Contractor has committed any serious or persistent breach of any of its obligations under this Agreement;

14.3.3 the Client believes the Contractor and/or its Representative is incompetent or has been negligent in the performance of the Services;

14.3.4 the Client believes that the Contractor has failed to observe the confidentiality provisions set out in clause 16;

14.3.5 Spencer Ogden receives any information regarding the unsuitability of the Contractor or the Representative to provide the Services in the course of the Assignment;

14.3.6 the Contractor becomes insolvent, goes into administration, is dissolved or is subject to a winding up petition;

14.3.7 performance of the Services is prevented by the incapacity of the Representative and the Contractor is unable to provide a replacement acceptable to Spencer Ogden;

14.3.8 Spencer Ogden has reason to believe the Client may not be able to pay any or all of Spencer Ogden’s invoices; or

14.3.9 the agreement between Spencer Ogden and the Client is terminated.

15 INTELLECTUAL PROPERTY

15.1 The Contractor warrants that all copyright, title and interest of whatever nature and all other intellectual property rights in original work prepared for the Client or produced by any Representative on behalf of the Contractor in connection with the Agreement will vest in and remain the property of the Client. The Contractor and/or the Representative will take any action the Client reasonably requires in order to effectively vest such rights in the Client

15.2 The Contractor warrants that the Services provided are not in breach of the intellectual property rights of any third party and will indemnify Spencer Ogden and/or the Client against all and any actions, claims, costs, expenses, damages, demands and liabilities whatsoever and however incurred arising out of any claim that the use or possession of work performed or delivered by the Contractor or the Representative in connection with this Agreement infringes the intellectual property rights of any third party.

16 CONFIDENTIALITY

16.1 Save where required by law, the Contractor will not and will procure that the Representative will not at any time, whether during or after the Assignment, disclose to any person or make use of any Confidential Information of Spencer Ogden and/or the Client. The Contractor will, and will procure that the Representative will, both during and after the Assignment, keep confidential the rates paid to the Contractor by Spencer Ogden.

16.2 The Contractor acknowledges that any disclosure of confidential information in breach of clause 16.1, may entitle Spencer Ogden and/or the Client to injunctive relief in addition to any and all other remedies.

17 DATA PROTECTION

17.1 The Contractor and Representative acknowledge that personal data relating to the Contractor and Representative will be processed by Spencer Ogden, the Client and any relevant third parties. The Contractor and Representative expressly consent to such processing (including any such transfer) on the understanding that any personal data is processed fairly and lawfully in accordance with the General Data Protection Regulation (GDPR) (EU) 2016/679.

18 RESTRICTION

18.1 Save where the Regulations apply, the Contractor will not, and will procure that the Representative will not, whether directly or indirectly through any company, partnership or person, solicit nor enter into any contract with the Client or with any third party introduced to the Contractor or the Representative by the Client, to provide any services of the same or a similar nature to the Services during the Assignment or during the Restricted Period without Spencer Ogden’s prior written consent, such consent may be withheld at Spencer Ogden’s absolute

discretion or granted subject to any conditions Spencer Ogden may wish to impose.

19 OCCUPATIONAL HEALTH AND SAFETY

19.1 The Contractor will ensure the Representative complies with any statutory or other reasonable rules or obligations including but not limited to those relating to health and safety, site security and IT usage during the Assignment to the extent that they are applicable while performing the Services and to take all reasonable steps to safeguard its own safety, the safety of the Representative and the safety of any other person who may be affected by its actions during the Assignment.

19.2 The Contractor acknowledges that the Representative may provide Services in health and safety critical environments. The Client has a duty to protect the safety of their workplace under the Health and Safety at Work Act and other applicable legislation and this includes ensuring that workers are not working under the influence of drink or drugs. The Client requires, and the Contractor therefore agrees, that for health and safety reasons, it will ensure that the Representative does not attend any worksite while intoxicated or under the influence of any drug. In order to ensure the Services are performed in a manner which does not contravene the Client’s onsite health and safety obligations, the Contractor further warrants that it will ensure that the Representative consents to random drug and alcohol screening. Spencer Ogden will ensure that any programme of drug and alcohol screening is undertaken with due regard to the Representative’s right to privacy.

20 SANCTIONS

20.1 Except with Spencer Ogden’s prior written approval, the Contractor and/or the Representative will not during the term of this Agreement travel to and/or supply Services in or for any country, or to any business, client or person, that is subject to any sanction or embargo, whether issued by the European Union, the United Kingdom, the United Nations and/or the United States of America or any other country or body.

20.2 In the event that the Client requests the Contractor or its Representative to commit any act that would or might cause the Contractor to breach the provisions of clause 20.1 the Contractor will immediately notify Spencer Ogden and will immediately refrain from carrying out such action. The Contractor acknowledges that failure to notify or to observe the provisions of this clause 20 may render the Contractor and/or the Representative liable to criminal proceedings.

21 ANTI-CORRUPTION

21.1 Spencer Ogden conducts its business to the highest standards and upholds all relevant legislation to counter bribery and corruption in the jurisdictions in which it operates. To this end the Contractor and/or the Representative confirms to Spencer Ogden that it will not offer, give or agree to give any gift or other consideration to any employee or other representative of Spencer Ogden or any other person, which could be perceived as an inducement or a reward for any act or failure to act connected to the award or performance of this Agreement.

21.2 The Contractor and/or the Representative will not enter into this Agreement if it is aware that any money has been, or will be, paid to any person working for or engaged by either party, unless any such arrangement constitutes bona fide payment for the Services or has been disclosed to Spencer Ogden in writing prior to the conclusion of the Agreement. The Contractor and/or the Representative will notify Spencer Ogden in writing of any foreign public official employed or engaged by it in connection with this Agreement

21.3 The Contractor and/or the Representative will maintain adequate books and records with regard to all relevant transactions and grant Spencer Ogden such rights of audit as may be reasonable to verify compliance with the provisions of this clause. If so requested will provide Spencer Ogden with an annual compliance certification in respect of the above.

21.4 The Contractor and/or the Representative will notify Spencer Ogden of any contravention of this clause 21.

22 ANTI-SLAVERY AND HUMAN TRAFFICKING

22.1 Spencer Ogden observes the Modern Slavery Act 2015 (the “Modern Slavery Act”) and is committed to preventing acts of modern slavery and human trafficking from occurring within its business and supply chain. Spencer Ogden expects the same standards from its suppliers. In light of the above, the Contractor undertakes, warrants and represents that it complies with the Modern Slavery Act and confirms that neither it nor any of its officers, employees, agents or subcontractors has committed an offence under the Modern Slavery Act or is aware of any circumstances within its supply chain that could give rise to an investigation or prosecution under the Modern Slavery Act.

23 GENERAL

23.1 This Agreement constitutes the entire agreement between Spencer Ogden and the Contractor, and supersedes all previous agreements in relation to the

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Spencer Ogden Limited, 24 King William Street, London, EC4R 9AT (“**SPENCER OGDEN**”) and the Contractor.

- subject matter hereof and governs all Assignments undertaken by the Contractor. The Contractor warrants that, in agreeing to enter into this Agreement, it has not relied on any statement or representations made by Spencer Ogden or the Client.
- 23.2 Headings contained in this Agreement are for reference purposes only and do not affect the intended meanings of the clauses to which they relate. Unless the context otherwise requires references to the singular include the plural.
- 23.3 No variation or alteration to this Agreement will be valid unless the details of such variation are agreed between Spencer Ogden and the Contractor and set out in writing and signed by both parties. If any provision, clause or part-clause of this Agreement is held to be invalid, void, illegal or otherwise unenforceable by any judicial body, the remaining provisions of this Agreement will remain in full force and effect to the extent permitted by law.
- 23.4 Any failure by Spencer Ogden to enforce at any particular time any one or more of this Agreement will not be deemed a waiver of such rights or of the right to enforce this Agreement subsequently.
- 23.5 No provision of this Agreement will be enforceable by any person who is not a party to it pursuant to the *Contract (Rights of Third Parties) Act 1999*.
- 23.6 If there is a conflict between these terms and the Assignment Schedule, the Assignment Schedule will take precedence.
- 23.7 The obligations under clauses 12, 15, 16 and 18 will remain in force beyond the expiration or termination of this Agreement.
- 23.8 Spencer Ogden may deduct from payments due to the Contractor any overpayment made, any sums due under any indemnity given under the Agreement or any amounts payable as a result of a breach of this Agreement.

24 GOVERNING LAW AND JURISDICTION

24.1 This Agreement shall be construed in accordance with the laws of England and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the courts of England

Signed for and on behalf of **SPENCER OGDEN LIMITED**,
with the company number 06979438 having its registered address at 24 King
William Street, London, EC4R 9AT

Signed for and on behalf of [insert name] **THE CONTRACTOR**
Company number: [NUMBER]
Registered address: [REGISTERED ADDRESS]

SIGNED

PRINT NAME:

TITLE:

DATE:

SIGNED

PRINT NAME:

TITLE:

DATE:

OPT-OUT OF THE CONDUCT OF EMPLOYMENT AGENCIES AND EMPLOYMENT BUSINESSES REGULATIONS 2003

LIMITED COMPANY CONTRACTORS CAN OPT OUT OF THE CONDUCT OF EMPLOYMENT AGENCIES AND EMPLOYMENT BUSINESSES REGULATIONS 2003 (THE "REGULATIONS").

IF BOTH THE CONTRACTOR AND THE REPRESENTATIVE OF THE CONTRACTOR WHO WILL PROVIDE THE SERVICES WORK WISH TO OPT OUT OF THE REGULATIONS PLEASE READ THIS FORM CAREFULLY. IT IS RECOMMENDED THAT YOU TAKE INDEPENDENT LEGAL ADVICE SO THAT YOU KNOW WHAT THE OPT-OUT MEANS FOR YOU.

Parties:

- (1) [company name], [company number] of [company address] ("THE CONTRACTOR")
 - (2) [insert contractor name] of [address] ("THE REPRESENTATIVE")
1. This **OPT-OUT NOTIFICATION** is supplemental to the agreement ("the Agreement") between **SPENCER OGDEN LIMITED** with the company number 06979438 having its registered address at 24 King William Street, London, EC4R 9AT and the Contractor. The terms used in this notification shall have the same meaning as those defined in the Agreement.
 2. The Contractor and the Representative acknowledge that it is their intention that the provisions of the Regulations do not apply to the Assignment [and to any future assignments agreed between the Parties]
 3. The Parties have freely entered into this Opt Out notification.
 4. Further, the Contractor and the Representative are free to withdraw from this **OPT-OUT NOTIFICATION** at any time by giving not less than one week's written notice to Spencer Ogden. However, where notice is given during an Assignment it will not take effect until the Individual stops working in that Assignment and commences a new assignment.

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 REGULATIONS SHALL NOT APPLY TO THE ASSIGNMENT WITH [SPECIFY NAME OF CLIENT] [AND FUTURE ASSIGNMENTS] AGREED BETWEEN THE PARTIES.

Signed for and on behalf of [COMPANY] **THE CONTRACTOR**
Company number: [INSERT]
Registered address: [COMPANY ADDRESS]

Signed for and on behalf of [INSERT NAME] **THE REPRESENTATIVE**
Address: [INSERT ADDRESS].

SIGNED

PRINT NAME:

TITLE:

DATE:

SIGNED

PRINT NAME:

TITLE:

DATE:

ASSIGNMENT SCHEDULE FOR THE SUPPLY OF AN INDEPENDENT CONTRACTOR

THIS SCHEDULE SUPPLEMENTS THE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN:

Spencer Ogden Limited, 24 King William Street, London, EC4R 9AT ("SPENCER OGDEN") and the Contractor.

CLIENT INFORMATION

Client Company Name [insert Client name]
Location/s where Services are to be delivered To be agreed locally by Contractor and Client
Client hiring/line manager [insert manager name]

CONTRACTOR SERVICES INFORMATION

Contractor Name: [insert name]
Representative Name: [insert name]
Description of the Services To provide the Client with [role] Services
Start of Assignment [DATE, MONTH] 2018
End of Assignment [DATE, MONTH] 2018
Specific hours/days/time keeping requirements To be agreed locally by Contractor and Client
Notice period for Client to terminate Assignment 4 weeks
Notice period for Spencer Ogden to end Assignment 4 weeks
Contractor Opt-Out Status Opt-Out

CONTRACTOR FEE INFORMATION

Contractor Fee – standard rate £0.00 [CURRENCY] per hour
Contractor Fee – non-standard (overtime) rate £0.00 [CURRENCY] per hour
Call-out / additional fees / expenses Business expenses, call-out, additional fees paid where agreed in writing (including email) by the Client
Invoicing frequency Monthly
Payment Agreement Monthly

INVOICING DETAILS

Invoicing Type Self-bill
Payment Frequency Monthly

ADDITIONAL GENERAL INFORMATION

Additional Information

Signed for and on behalf of **SPENCER OGDEN LIMITED.**
with the company number 06979438 having its registered address at 24
King William Street, London, EC4R 9AT

Signed for and on behalf of [INSERT COMPANY NAME] **THE CONTRACTOR**
Company number: [INSERT NUMBER]
Registered address: [INSERT REGISTERED ADDRESS].

CONTRACT NO:

SIGNED
PRINT NAME:
TITLE:
DATE:

SIGNED
PRINT NAME:
TITLE:
DATE: