

LIMITED COMPANY AGREEMENT (OUTSIDE IR35)

1 DEFINITIONS & INTERPRETATION

1.1 In this agreement, the following definitions apply:

Assignment means the temporary project which the Contractor undertakes for the Client;

Assignment Schedule means the document which is issued by Fusion confirming details of the Assignment, including any Special Conditions;

Best Industry Practice means the skill, diligence, prudence, foresight and judgment which would be expected from a highly skilled and experienced contractor engaged in the same type of undertaking under the same or similar circumstances, applying the best standards currently applied in their industry;

CIS means the Construction Industry Scheme;

Client means the person, firm, partnership, organisation, public sector body or company for which the Services are performed by the Contractor as specified in the Assignment Schedule;

Company means Fusion People Limited (Registered in England & Wales No. 04873626) of 2nd Floor, 3700 Parkway, Whiteley, Fareham, Hampshire, England, PO15 7AW;

Conduct Regulations means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

Confidential Information means any and all confidential, commercial, financial, marketing, technical or other information of whatever nature relating to the Client or their business or affairs (including but not limited to all data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and information) in any form or medium provided or disclosed to the Contractor in relation to the Assignment by the Client or by a third party on behalf of the Client whether before or after the date of this agreement;

Contractor means the limited company specified in the Assignment Schedule;

Contractor Fees means the Contractor Fees payable by Fusion for the Services;

Data means personal data and special/sensitive personal data within the meaning of the Data Protection Legislation;

Data Protection Legislation means (i) the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and/or the Relevant Jurisdiction then (ii) any successor legislation to the Data Protection Act 2018 or the GDPR insofar as they are applicable to the United Kingdom and/or the Relevant Jurisdiction;

Intellectual Property means all copyright, trademarks, database rights, design rights, patents and other intellectual property of any type existing anywhere in the world, whether capable of registration or not, together with any registration rights in the same where applicable;

IR35 Insurance means an insurance policy, on terms which are acceptable to Fusion, covering any legal costs and expenses arising as a result of a tax status investigation into the Contractor's IR35 status and which provides an indemnity to Fusion and the Client in the event that either of them are found liable for PAYE tax, National Insurance and any associated penalties and interest arising in respect of the Assignment;

ITEPA means the Income Tax (Earnings and Pensions) Act 2003;

Losses means all losses, liabilities, damages, costs, expenses, claims (actual or threatened), Contractor Fees (including legal Contractor Fees) and charges;

Off Payroll Rules means Chapter 10 of Part 2 of ITEPA;

Online Assessment means a completed assessment in such form as may be acceptable to Fusion;

Opt Out means a written notice which has been given under Regulation 32(9) of the Conduct Regulations. Opted Out shall be interpreted accordingly;

Progress Report means a document or record, in a format acceptable to Fusion, which details the Services which have been provided during the period stated on such document;

Relevant Jurisdiction means the jurisdiction in which the Services are performed;

Reporting Obligations means the Employment Intermediaries reporting obligations under s716B of ITEPA;

Representative means the person who performs the Services on behalf of the Contractor including, where applicable, any Substitute;

Restricted Period means the 6 month period following termination of the Assignment;

Services means the work to be performed by the Contractor during the Assignment;

Small Undertaking means a company, undertaking or person which qualifies as small under sections 60A to 60F of ITEPA;

Special Conditions means any conditions which are specific to the Assignment as set out in the Assignment Schedule;

Status Determination means a written assessment from the Client as to whether the Assignment falls inside or outside IR35;

Subcontractor means a person or limited company to which the Contractor subcontracts the Services under clause 17;

Substitute means an alternative Representative appointed by the Contractor from time to time under clause 5.2.1; and

Tax means any income tax, National Insurance Contributions, social security deductions and similar statutory deductions and liabilities arising in the Relevant Jurisdiction.

- 1.2 A reference to a party shall mean either Fusion or the Contractor as applicable and a reference to the parties shall mean both Fusion and the Contractor.
- 1.3 Unless otherwise suggested by the context in which the term is used, a reference to the Client shall be deemed to include any customer or client of the Client for whom the Services are performed.
- 1.4 A person includes a natural person, firm, corporate or unincorporated body (whether or not having a separate legal personality).
- 1.5 In this agreement, unless the context requires otherwise (i) references to the singular include the plural and vice-versa (ii) references to the masculine include the other genders and vice-versa.
- 1.6 Any reference to legislation includes any amendment or re-enactment of such legislation from time to time and any secondary legislation which may be made under such legislation.
- 1.7 Any phrase introduced by the words including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those words.
- 1.8 The headings contained in this agreement are for convenience only and do not affect the interpretation of any clause.

2 BASIS OF AGREEMENT

- 2.1 This agreement, together with the Assignment Schedule, constitutes the entire agreement between Fusion and the Contractor for the provision of the Services from time to time to the exclusion of any alternative terms proposed by the Contractor. In the event of any conflict or inconsistency between the documents, the Assignment Schedule shall take priority.
- 2.2 If the Contractor has not expressly indicated its acceptance of the agreement in writing, the Contractor shall be deemed to have accepted this agreement by providing the Services or submitting a Progress Report to Fusion, whichever occurs first following receipt of this agreement.
- 2.3 The Contractor shall not rely on any statement, promise or representation made or given by or on behalf of Fusion which is not set out in this agreement.
- 2.4 Unless the Contractor and Representatives are not legally permitted to Opt Out due to the specific nature of the Services, the Contractor warrants and must ensure that:
 - 2.4.1 the Contractor and each Representative have Opted Out; and
 - 2.4.2 the Contractor shall provide to Fusion, upon demand, the documents showing that the Contractor and the Representatives have Opted Out.

3 RELATIONSHIP BETWEEN THE PARTIES

- 3.1 Fusion shall endeavour to identify potential Assignments for the Contractor to perform within the Built Environment, Engineering, Rail or Insurance sectors from time to time but:
 - 3.1.1 Fusion is under no obligation to offer any Assignment to the Contractor; and
 - 3.1.2 the Contractor is under no obligation to accept any Assignment which is offered by Fusion.
- 3.2 Fusion and the Contractor agree that:
 - 3.2.1 each party is an independent business and there is no intention to create any partnership or joint venture between the parties;
 - 3.2.2 the Contractor rather than Fusion is responsible for paying any expenses, holiday pay, sick pay, pension contributions and similar payments to the Representative; and
 - 3.2.3 there is no intention for any contractual or employment relationship to exist between Fusion and the Representative or between the Client and the Representative at any time.
- 3.3 The Contractor may supply services to any third party at any time provided that this does not adversely affect the provision of the Services, create a conflict of interest or otherwise put the Contractor in breach of this agreement.

4 CONTRACTOR'S WARRANTIES

- 4.1 The Contractor warrants to Fusion that:

- 4.1.1 by entering into and performing its obligations under this agreement it will not breach any obligation which it owes to any third party;
 - 4.1.2 the Representative has the necessary skills and qualifications to perform the Services;
 - 4.1.3 all information provided by the Contractor and the Representative to Fusion is and shall remain accurate and not misleading;
 - 4.1.4 the Representative has declared and shall declare to Fusion any convictions, cautions, reprimands or final warnings that are not spent or otherwise protected under the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended) or any analogous legislation within the Relevant Jurisdiction;
 - 4.1.5 where relevant, the Representative has accurately disclosed any security clearances that the Representative holds and shall update Fusion if there are any relevant changes to such security clearances;
 - 4.1.6 where relevant, the Representative has consented to Fusion providing information about any security clearances to the Client and to any third party acting on behalf of the Client for the purpose of assessing their suitability, verifying their security clearances or applying for any additional security clearances which they may require to carry out the Assignment;
 - 4.1.7 the Representative is legally entitled to work in the Relevant Jurisdiction and shall be throughout the term of any Assignment;
 - 4.1.8 it shall account to the appropriate tax authorities for all taxes arising on the business activities of the Contractor and in respect of any payments made by the Contractor to the Representative in respect of the Services;
 - 4.1.9 its agreement with the Representative requires the Representative to comply with any relevant obligations in this agreement including, without limitation, any obligations in respect of confidentiality, data privacy and intellectual property;
 - 4.1.10 it is not a managed service company within the meaning of Chapter 9 of Part 2 of ITEPA; and
 - 4.1.11 it is a private limited company, in good standing in the jurisdiction in which it is registered.
- 4.2 The warranties given in this clause 4 are given by the Contractor on a continuing basis and the Contractor must notify Fusion without delay if the Contractor is unable to confirm any of the warranties at any time.

5 CONTRACTOR'S OBLIGATIONS

- 5.1 The Contractor must:
- 5.1.1 perform the Services in accordance with Best Industry Practice;
 - 5.1.2 observe any relevant rules and regulations of the site where the Services are being performed, including but not limited to those relating to health and safety, site security and IT usage but only to the extent that they are applicable to an independent contractor;
 - 5.1.3 comply with all relevant legislation at all times and not do anything or permit anything to be done which would place the Client or Fusion in breach of any legislation;
 - 5.1.4 not at any time divulge to any person, nor use for its own benefit, any Confidential Information;
 - 5.1.5 not engage in any conduct detrimental to the interests of the Client or Fusion;
 - 5.1.6 not discriminate against, harass or victimise any employee of the Client or Fusion or any other person during the course of the Assignment;
 - 5.1.7 ensure that the Representative does not hold themselves out to be an employee or worker of the Client or Fusion;
 - 5.1.8 not purport to bind the Client or Fusion contractually without the express written consent of the Client or Fusion as the case may be;
 - 5.1.9 return, in good condition, upon termination of the Assignment or at any time upon demand, any property, tools or equipment provided to the Contractor by the Client or Fusion in relation to the Assignment; and
 - 5.1.10 ensure that the Representative does nothing which would place the Contractor in breach of any obligation under this agreement.
- 5.2 The Contractor shall:
- 5.2.1 provide a Substitute if any Representative is unable or unavailable to perform the Services and shall:
 - 5.2.1.1 ensure that the Substitute has the relevant experience, training, qualifications, authorisations and clearances to perform the Services;
 - 5.2.1.2 be responsible for making any payments to the Substitute;
 - 5.2.1.3 bear the cost of handing over the Services to the Substitute; and
 - 5.2.1.4 remain responsible for the provision of the Services and for any act or omission of the Substitute

- 5.2.2 determine the manner in which to perform the Services and do so without the supervision, direction or control of the Client or any third party;
 - 5.2.3 remedy any defect in the Services in its own time and at its own expense;
 - 5.2.4 determine the times at which to perform the Services and the locations in which the Services are performed, subject to the reasonable operational requirements of the Client and the specific nature of the Assignment; and
 - 5.2.5 provide at its own cost all such equipment, tools and training as are required for the performance of the Services, unless otherwise agreed in writing with Fusion.
- 5.3 The Contractor must:
- 5.3.1 ensure that any computer equipment and software belonging to or licenced to the Contractor which is used for the Services is protected by up-to-date anti-virus and anti-malware software;
 - 5.3.2 not install any software onto any Client computer equipment or network without the consent of the Client; and
 - 5.3.3 not download, install or introduce any computer virus, spyware or similar malware into any computer equipment or network belonging to the Client or Fusion.
- 5.4 The Contractor must notify Fusion without delay if:
- 5.4.1 it has breached any of the obligations in this clause 5 at any time;
 - 5.4.2 it becomes insolvent or it has applied to be struck off from the applicable register of companies;
 - 5.4.3 the Contractor is unable to provide the Services during the Assignment for any reason;
 - 5.4.4 the Contractor is aware of any reason why the Contractor or Representative are not suitable for the Assignment;
 - 5.4.5 the Client expresses any intention to vary the nature, scope or location of the Assignment; or
 - 5.4.6 the Client engages or offers to engage the Contractor or the Representative directly or indirectly within the Restricted Period.

6 PROVISION OF INFORMATION

- 6.1 The Contractor must provide all such information as Fusion shall require to:
- 6.1.1 comply with Fusion's Reporting Obligations within five Business Days of Fusion requesting such information; and
 - 6.1.2 determine whether a Client's Status Determination is correct including, without limitation, an Online Assessment.
- 6.2 If requested by Fusion, the Contractor shall, as soon as practicable, provide all such documents and information as may be reasonably required to demonstrate the Contractor's compliance with this agreement.
- 6.3 Fusion shall:
- 6.3.1 notify the Contractor of any qualifications, certifications and clearances which the Representative must hold for the Assignment;
 - 6.3.2 issue an Assignment Schedule to the Contractor prior to commencement of the Assignment or as soon as reasonably practicable thereafter;
 - 6.3.3 advise the Contractor of any relevant health and safety information relating to the Assignment which Fusion receives from the Client.

7 INTERMEDIARIES LEGISLATION

- 7.1 The provisions of this clause 7 apply to any Contractor which is subject to taxation in the United Kingdom.
- 7.2 If the Client is a Small Undertaking or the Off Payroll Rules are otherwise inapplicable to the Client or the Contractor for any reason, the Contractor shall be entirely responsible for determining its own tax status and Fusion offers no advice or warranty in this regard.
- 7.3 Save where clause 7.2 applies:
- 7.3.1 the Contractor acknowledges that the Client shall be responsible for providing a Status Determination;
 - 7.3.2 Fusion shall provide a copy of the Status Determination to the Contractor as soon as reasonably practicable after receiving it from the Client;
 - 7.3.3 if the Contractor disagrees with the Status Determination, the Contractor must notify Fusion in writing and without delay. In such circumstances:
 - 7.3.3.1 the Contractor shall provide written representations as to why it considers the Status Determination to be incorrect;
 - 7.3.3.2 Fusion shall submit such representations to the Client for consideration; and
 - 7.3.3.3 the Client shall have a period of 45 days to make a final decision.
 - 7.3.4 if the Client determines the Assignment to be inside IR35, either party may terminate this agreement without notice

and:

- 7.3.4.1 the Contractor must provide all such information regarding the Representative as Fusion shall require to make payment in accordance with clause 8.11; and
- 7.3.4.2 Fusion may offer to engage the Contractor on different terms.

8 INVOICING & PAYMENTS

- 8.1 At the end of each week of the Assignment or at such interval as may be agreed between the Contractor and Fusion, the Contractor shall submit a Progress Report to Fusion which has been approved by an authorised representative of the Client.
- 8.2 The Contractor shall obtain the written approval of the Progress Report by an authorised representative of the Client and the approved Progress Report must be received by Fusion together no later than 12:00pm on the Wednesday following the week to which it relates, together with a corresponding invoice unless the Contractor has entered into a self-billing agreement with Fusion.
- 8.3 Following receipt of the Progress Report and, where relevant, the Contractor's invoice, Fusion shall pay the Contractor Fees into a UK bank account in the name of the Contractor within the period specified in the Assignment Schedule.
- 8.4 Where relevant, Fusion shall determine whether the Services fall within the CIS and, if Fusion determines that the Services are within the CIS, Fusion shall make the appropriate statutory deduction from the Contractor Fees.
- 8.5 Subject to clause 8.10, Fusion shall not pay any Contractor Fees to the Contractor:
 - 8.5.1 in respect of any Progress Report which has not been approved by the Client;
 - 8.5.2 where the Client has indicated that it is unwilling to pay Fusion as a result of any defect or omission in the Services or any other matter relating to the Contractor's performance of the Assignment; or
 - 8.5.3 where the Client has become insolvent since approving the Progress Report, in which case Fusion shall make payment to the Contractor on a pay when paid basis.
- 8.6 If the Client notifies Fusion that it shall not pay for any part of the Services, the Contractor shall provide all such assistance as Fusion shall require to investigate the Client's reasons for non-payment and, subject to clause 8.10, Fusion shall not be liable to pay for any part of the Services for which the Client is unwilling or unable to pay Fusion.
- 8.7 Fusion shall be under no obligation to pay the Contractor Fees in respect of any Progress Report which is submitted to Fusion more than two months after the week to which it relates.
- 8.8 Unless otherwise specified in the Assignment Schedule, the Contractor Fees shall be inclusive of any expenses which are incurred by the Contractor in performing the Services. If any expenses are payable to the Contractor, no such expenses shall be payable by Fusion until (i) the Client has approved such expenses in writing and (ii) the Contractor has submitted an invoice for such expenses, supported by suitable documents.
- 8.9 If any sum of money is owed to Fusion by the Contractor for any reason including, without limitation, (i) any prior overpayment of Contractor Fees (ii) the replacement or repair cost of any Fusion or Client property which is provided to the Contractor in relation to an Assignment and which the Contractor refuses or fails to return upon request or which is lost, stolen or damaged during the course of the Assignment and (iii) any parking fines, fixed penalty notices or similar costs which are paid on behalf of or in respect of the Contractor or Representative by Fusion or the Client, Fusion may set off and deduct that sum from any amount due or which at any later time is due to the Contractor.
- 8.10 If the Contractor and Representative have not Opted Out:
 - 8.10.1 Fusion shall accept a Progress Report from the Contractor which has not been approved by the Client but the payment of the relevant Contractor Fees may be delayed for a reasonable period while Fusion seeks approval of such Progress Report from the Client or confirmation of the Services which were actually performed in the period specified on the Progress Report; and
 - 8.10.2 Fusion undertakes to pay the Contractor Fees irrespective of whether Fusion expects to receive payment from the Client.
- 8.11 If the Client provides a Status Determination stating that the Assignment is inside IR35, Fusion shall:
 - 8.11.1 recalculate and adjust the Contractor Fees to account for all statutory costs and charges which Fusion shall incur in making a deemed employment payment to the Contractor in respect of the Representative including, without limitation, employers national insurance and the apprenticeship levy; and
 - 8.11.2 make payment of the recalculated Contractor Fees after deducting PAYE income tax, national insurance and any other relevant deductions such as any attachment of earnings. For the avoidance of doubt, the deduction of PAYE tax and National Insurance Contributions from the Contractor Fees shall not cause the Representative to be an employee or worker of Fusion at any time.

9 TERMINATION OF ASSIGNMENT

- 9.1 The Assignment shall commence on the date set out in the Assignment Schedule and:
- 9.1.1 shall automatically terminate on the date specified in the Assignment Schedule, unless the parties mutually agree to extend the Assignment for an additional period;
 - 9.1.2 shall automatically terminate on completion of the Services; or
 - 9.1.3 may be terminated by either party giving the prior written notice specified in the Assignment Schedule or, if no notice period is specified, at any time and without notice.
- 9.2 Notwithstanding any notice provision, Fusion may without notice and without liability terminate the Assignment at any time where:
- 9.2.1 the Client cancels the Assignment prior to its commencement;
 - 9.2.2 the Client provides a Status Determination stating that the Assignment is Inside IR35;
 - 9.2.3 the Contractor commits a serious or persistent breach of its obligations under this agreement;
 - 9.2.4 the Contractor refuses or fails to provide the Services for any reason;
 - 9.2.5 the Client notifies Fusion of a serious issue with the Contractor's performance of the Assignment;
 - 9.2.6 Fusion, acting reasonably, considers that it would be detrimental to the interests of the Contractor or the Client for the Assignment to continue; or
 - 9.2.7 the Client or the Contractor undergoes a change of control or becomes insolvent;
 - 9.2.8 the agreement between the Client and Fusion is terminated for any reason.
- 9.3 Whilst Fusion shall use reasonable endeavours to ensure that the Client provides any notice of termination which may have been agreed, Fusion shall not be liable for any failure of the Client to do so.
- 9.4 Following termination of the Assignment:
- 9.4.1 there shall be no expectation or presumption that Fusion or the Client shall offer any further work to the Contractor; and
 - 9.4.2 if any further work is offered to the Contractor, the Contractor shall be under no obligation to accept such offer; and
 - 9.4.3 any sum owed by the Contractor to Fusion for any reason must be paid by the Contractor within 14 days of Fusion requesting repayment in writing. Any monies which are not repaid within this period shall be recoverable as a debt and/or may be deducted from any Contractor Fees which Fusion may be liable to pay the Contractor in respect of any future Assignment.

10 TERMINATION OF AGREEMENT

- 10.1 Either party may terminate this agreement at any time by giving not less than one week's prior notice in writing to the other party.
- 10.2 On termination of this Agreement:
- 10.2.1 any Assignment in progress at the time shall continue until terminated in accordance with clause 9;
 - 10.2.2 the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination; and
 - 10.2.3 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

11 INTELLECTUAL PROPERTY

- 11.1 Unless otherwise specified in the Assignment Schedule, all Intellectual Property arising out of or in connection with the Assignment shall belong to the Client and the Contractor shall ensure that:
- 11.1.1 the Contractor and the Representative enter into such documents as may be necessary, without delay and without charge, to formally assign to the Client (or their nominee) any interest in any Intellectual Property which is created or discovered or which otherwise arises out of or in connection with the Assignment;
 - 11.1.2 the Contractor will do everything and will procure that the Representative will do everything that the Client may reasonably require to vest the rights referred to in this clause in the Client or such third party as the Client specifies, whether before or after the termination of this agreement;
 - 11.1.3 the Contractor discloses to the Client without delay any idea, method, invention, discovery, design, concept or other work which is made during the course of the Assignment; and
 - 11.1.4 the Services do not breach the intellectual property rights of any third party.
- 11.2 For the avoidance of doubt, the Client shall retain ownership of all Intellectual Property of any nature in the documents,

data and other materials provided to or provided by the Contractor in relation to the Assignment and the Client shall not be deemed to have granted the Contractor a licence to use the documents, data or other materials other than for the purposes of performing the relevant Assignment.

- 11.3 The Contractor irrevocably and unconditionally waives in favour of the Client all moral rights conferred on it by statute for any intellectual property, design or copyright work in which rights are or should be vested in the Client pursuant to this clause and the Contractor shall procure the same waiver from the Representative.
- 11.4 The Contractor shall indemnify the Client and Fusion against any Losses arising out of or in connection with any allegation that any work or work product performed or delivered by the Contractor in connection with this agreement infringes the intellectual property rights of any third party.

12 CONFIDENTIALITY

12.1 The Contractor shall and must ensure that the Representative shall:

- 12.1.1 not at any time whether during or after the Assignment, unless expressly authorised by the Client, disclose to any person or make use of any Confidential Information other than any information already in the public domain (but not any information which has been placed in the public domain by the Contractor or Representative in breach of confidentiality);
- 12.1.2 deliver up to the Client at the end of the Assignment all documents and other materials belonging to the Client which are in its possession including documents and other materials created by the Contractor during the Assignment;
- 12.1.3 not at any time make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of the Assignment; and
- 12.1.4 enter into any supplementary confidentiality agreement or undertaking as may be reasonably requested by the Client or Fusion from time to time.

13 DATA PROTECTION

13.1 The Contractor may have access to Data during the Assignment and, as a data processor within the meaning of the Data Protection Legislation, shall:

- 13.1.1 process such Data only on the written instructions of the Client;
- 13.1.2 where applicable, ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Data and against accidental loss or destruction of, or damage to, Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected;
- 13.1.3 ensure that all Representatives who have access to and/or process Data are obliged to keep the Data confidential;
- 13.1.4 not transfer any Data outside of the European Economic Area without the prior written agreement of the Client;
- 13.1.5 assist the Client in responding to any request from an individual pursuant to the Data Protection Legislation;
- 13.1.6 notify the Client without undue delay on becoming aware of a breach of data security; and
- 13.1.7 delete or return, as requested by the Client, Data and copies thereof on termination of the Assignment.

13.2 The Contractor shall ensure that each Representative is notified of Fusion's data privacy notice, which is available to view at <https://fusionpeople.com/privacy-policy>.

14 BRIBERY & ANTI-CORRUPTION

14.1 The Contractor shall:

- 14.1.1 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 (**Relevant Requirements**);
- 14.1.2 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;
- 14.1.3 comply with the Client's Ethics and Anti-Bribery Policies as notified to the Contractor, in each case as may be updated from time to time (**Relevant Policies**);
- 14.1.4 have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 14.1.2, and will enforce them where appropriate; and
- 14.1.5 promptly report to Fusion any request or demand for any undue financial or other advantage of any kind received by the Contractor in connection with the performance of this agreement or the Assignment.

15 LIABILITY & INDEMNITY

- 15.1 The Contractor shall be liable for and shall indemnify the Client and Fusion for any Losses suffered or incurred as a result of:
- 15.1.1 the Contractor's breach of any obligation under this agreement, negligence or other tortious act or breach of statutory duty;
 - 15.1.2 any act or omission of a Representative;
 - 15.1.3 any Representative bringing or threatening to bring a claim against the Client or Fusion in an employment tribunal or court;
 - 15.1.4 any Representative or third party bringing or threatening to bring a claim against the Client or Fusion which is based upon there being a direct contractual relationship between the Representative and the Client or between the Representative and Fusion.
- 15.2 The Contractor shall be liable for and shall indemnify Fusion for any Losses suffered or incurred as a result of any claim, demand or assessment made by HMRC (or the equivalent body in the Relevant Jurisdiction) for Tax relating to any Representative or Subcontractor. For the avoidance of doubt, the Contractor shall not be liable to indemnify Fusion under this clause for any period of the Assignment following a Status Determination confirming that the Assignment is Inside IR35.
- 15.3 Subject to clause 15.4, the aggregate liability of Fusion to the Contractor in respect of any claim or series of claims arising out of or in connection with this agreement and whether arising in contract, tort (including negligence) or otherwise shall be limited to the Contractor Fees paid by Fusion to the Contractor in the three month period immediately prior to such claim arising.
- 15.4 Nothing in this agreement is intended to limit or exclude Fusion's liability for fraud or fraudulent misrepresentation, for death or personal injury arising from Fusion's negligence or for any other liability which may not be limited or excluded by law.

16 INSURANCE

- 16.1 The Contractor must, unless otherwise specified in the Assignment Schedule, maintain in force throughout the course of an Assignment:
- 16.1.1 Employers' Liability Insurance with cover of not less than £5,000,000 per claim, unless the Contractor is exempt under the Employers' Liability (Compulsory Insurance) Act 1969;
 - 16.1.2 Public Liability Insurance with cover of not less than £2,000,000 per claim; and
 - 16.1.3 Professional Indemnity Insurance with cover of not less than £1,000,000 per claim.
- 16.2 The Contractor must ensure that the Professional Indemnity Insurance policy referred to in clause 16.1.3 is maintained for a period of not less than six years following termination of this Agreement.
- 16.3 Unless otherwise agreed with Fusion in writing, where the Contractor is determined to be operating outside of IR35, the Contractor must take out IR35 Insurance prior to commencement of the Assignment.
- 16.4 The Contractor shall provide to Fusion and the Client on request copies of its insurance policy schedules and the receipts for payment of the premiums.
- 16.5 The Contractor may be required to hold additional insurance policies or higher levels of insurance for certain Assignments. Any such requirement shall be specified by Fusion as a Special Condition.

17 COMPLIANCE INFORMATION

- 17.1 The Contractor must provide on demand and without delay all such documents and information as may be required by Fusion in relation to the engagement and payment of any member of Representative including, without limitation, any contract, right to work and identification check, payslip, remittance advice, RTI return, P11d, P87 and P60.
- 17.2 The Contractor warrants that the Contractor is entitled to provide to Fusion any data, documents and information relating to the Representatives which Fusion may require pursuant to this clause.
- 17.3 The Contractor warrants that each Subcontractor has unconditionally agreed to provide to the Contractor and Fusion all such documents and information as Fusion may require to show that each Subcontractor has accounted to HMRC for tax and National Insurance for any period in which the Subcontractor has performed an Assignment.
- 17.4 The Contractor must ensure that any documents and information which are sent by the Contractor to Fusion electronically are encrypted or password protected and the Contractor shall provide such credentials as Fusion shall require to access the relevant documents and information.
- 17.5 Fusion warrants that it shall process and retain all data, documents and information provided by the Contractor under this clause confidentially and in accordance with the Data Protection Legislation and Fusion shall not disclose any such data,

documents or information to any third party other than (i) Fusion's professional advisors and service providers (ii) the Client and their professional advisors and service providers or (iii) where required by law.

18 SUBCONTRACTING

18.1 Notwithstanding the Contractor's right to appoint a Substitute under clause 5.2.1, unless the Client has provided a Status Determination stating that the Assignment is inside IR35, the Contractor may subcontract the Services to a Subcontractor provided that:

18.1.1 the Contractor obtains the prior written agreement from Fusion and the Client in writing, such agreement not to be unreasonably withheld or delayed;

18.1.2 the appointment of a Subcontractor shall not affect the Contractor's obligations under this Agreement;

18.1.3 the Contractor shall be liable for the acts or omissions of the Subcontractor as if they were the acts or omissions of the Contractor; and

18.1.4 the Contractor shall be responsible for making payments to the Subcontractor and the Contractor shall indemnify Fusion for any claim (actual or threatened) made by the Subcontractor or any third party against Fusion in respect of such payments.

18.2 The Contractor warrants and must ensure that:

18.2.1 a written agreement exists between the Contractor and the Subcontractor which incorporates the relevant obligations and warranties in this Agreement;

18.2.2 the agreement referred to in clause 18.2.1 includes a valid third-party rights clause in favour of Fusion and the Client, which they may enforce directly against the Subcontractor at their entire discretion;

18.2.3 the subcontracted Services are performed by the Subcontractor and not by any sub-subcontractor;

18.2.4 the Subcontractor is not based or domiciled offshore and shall account to HMRC in respect of all payments arising on the Contractor's payments to the Subcontractor and the Subcontractors payments to its own representatives; and

18.2.5 the Subcontractor holds insurance policies with the levels of cover specified in clause 16.1.

19 RESTRICTION

19.1 Unless the Contractor has not Opted Out, the Contractor must not supply services to the Client (i) which are materially similar to the Services or (ii) which compete with the services provided by Fusion to the Client, directly or indirectly, within the Restricted Period.

19.2 Unless the Representative has not Opted Out, the Contractor must ensure that the Representative does not supply services to the Client which are materially similar to the Services, directly or indirectly, within the Restricted Period.

19.3 For the purposes of this clause, Client shall be deemed to include (i) any holding, subsidiary, associated or connected company of the Client and (ii) any customer or client of the Client for whom the Services are ultimately performed.

20 GENERAL PROVISIONS

20.1 The Contractor shall not assign any of its rights under this agreement without the written consent of Fusion.

20.2 If any provision in this agreement is determined by a competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the agreement, which shall continue to be valid to the fullest extent permitted by law.

20.3 Subject to clause 20.4, neither party intends for this agreement to be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

20.4 The Client has the benefit of a third party right to enforce clauses 11 to 13 and 15.1 directly against the Contractor.

20.5 No failure or delay by a party in exercising any right or remedy under the agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

20.6 This agreement shall be interpreted in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any dispute or claim arising between the parties in relation to the construction, interpretation or performance of the agreement.

Agreed on behalf of the Contractor:

Signed:	
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Print Name:	
Date:	
Position:	Director