

CONTRACT FOR SERVICES

Limited Company Contractor

6 Month Term

This agreement is made between **PNC Smart Solutions LTD** of Headland House, Kettering Parkway, 1 Kings Court, Kettering, NN15 6WJ (the “Company”) and, **COMPANY LTD** of **CONTRACTOR NAME** (the “Contractor”) and is dated **xx/xx/xx**

1. DEFINITIONS

1.1 In this Contract for Services the following definitions apply:

“**Assignment**” Means the period during which the Contractor is engaged by the Company to render services.

“**Contractor**” Means the contractor trading as

COMPANY LTD

engaged by the Company to provide services.

“**Company**” Means PNC SMART SOLUTIONS LIMITED of Headland House, Kettering Parkway, 1 Kings Court, Kettering, NN15 6WJ.

“**Staff/Delegates**” Means any employee or officer of the Contractor, and/or any person engaged by or acting as a representative of the Contractor.

1.2 Unless the context requires otherwise references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3 The headings contained in the Contract for Services are for convenience only and do not affect their interpretation.

2. THE CONTRACT

2.1 These terms constitute the contract between the Company and the Contractor upon being signed on behalf of the Contractor and govern Assignments undertaken by the Contractor with the Company.

2.2 No variation or alteration to the terms shall be valid unless approved in writing by a Director of the Company.

3. PURPOSE

3.1 The purpose of this agreement is not to establish an employment relationship, but to define the extent under which the relationship between the Contractor and Company allows for there to be a contract for services, to work as and when requirements allow.

3.2 Neither the Contractor nor any of its Staff/Delegate shall be entitled to any payment in respect of absence from or inability to fulfil the Assignment for reasons of sickness, injury or holiday or for any other reason from the Company.

3.3 Neither the Contractor nor any of its Staff/Delegates shall be entitled to any of the statutory rights extended to an employee as defined by Section 230 of the Employment Rights Act 1996 and set out in that Act as a whole, in respect of the Company.

4. ASSIGNMENTS

- 4.1 The failure by the Company to provide suitable Assignments for the Contractor shall not give rise to any liability on the part of the Company. The Contractor recognises that there may be periods between Assignments when no Assignments are available.
- 4.2 The Contractor shall not be obliged to accept an Assignment offered by the Company, nor is the Company obliged to offer such Assignments to the Contractor.
- 4.3 Specifically, both the Contractor and the Company declare that no mutuality of obligation whatsoever is created or implied either during the course of this contract for services or during any period when Assignments are not available.
- 4.4 Upon the acceptance by the Contractor of an Assignment, the Company shall supply the Contractor with an assignment confirmation specifying the duration of the Assignment, the agreed rate for the Assignment and any other relevant information.

5. PAYMENTS

- 5.1 Payments are made on submission of an invoice from the Contractor for the work completed that week. Such invoice should bear the Contractor's name, company registration number, VAT number (if applicable) and should state any VAT due to invoice. Such invoices must be received by the Company by no later than **4.00 pm on Tuesday** for the following week to which they relate
- 5.2 The Company shall not be obliged to pay any fees to the Contractor unless invoices have been properly submitted by the Contractor in accordance with sub-clause 5.1 of these terms.

6. FEES

- 6.1 All payments will be made to the Contractor.
- 6.2 The Contractor will receive payment from the Company for an Assignment at the rate specified in the assignment confirmation note plus VAT where appropriate.
- 6.3 Payment will be made gross or subject to deduction at the appropriate rate(s) in accordance with prevailing HMRC requirements.
- 6.4 The Contractor shall be responsible for any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of its employees, officers, or representatives ("Staff/Delegates") for any Assignment.

7. LIABILITY

The Contractor shall be liable for any loss, damage or injury to any party resulting from the negligent acts or omissions of its Staff/Delegates during an Assignment. The Contractor shall ensure the provision of Employer's Liability Insurance, Not less than 5 million GBP, Public Liability Insurance, not less than 5 Million GBP, Product Liability Insurance, Not less than 5 Million GBP and any other suitable policies of insurance in respect of the Contractor and its staff/delegates during an Assignment and shall make a copy of the policy available to the Company upon request.

8. CONTRACTOR'S OBLIGATIONS

- 8.1 The Contractor agrees on its own part and on behalf of its staff/delegates as follows:
 - (i) Not to engage in any conduct detrimental to the interests of the Company which includes any conduct tending to bring the Company into disrepute or which results in the loss of custom or business.
 - (ii) To take all reasonable steps to safeguard the safety of any person who may be affected by its actions on the Assignment.
 - (iii) To comply with all statutory obligations and codes of practice to which the Contractor is subject in respect of its staff/delegates including but not limited to the Working Time Regulations 1998.
 - (iv) To comply with any rules or obligations in force at the premises where services are performed during Assignments to the extent, they are reasonably applicable.
 - (v) To furnish the Company with any progress reports as may be requested from time to time.
 - (vi) To notify the Company forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition.

- 8.2 The Contractor has the unfettered and unlimited right, at its absolute discretion, to send a substitute or delegate to perform the works or to hire assistance to complete the works. The agreement of the Company is not required in any circumstances, nor does notice of sending a substitute or delegate or hired assistance need to be given to the Company. In the event that the Contractor sends a substitute or delegate or hires assistance, the Contractor will be solely responsible for the payment and control of the substitute or delegate or hired assistance, and the Company will have no legal, contractual or financial relationship with such substitute or delegate or hired assistance.
- 8.3 The Contractor may undertake work for any other organisation at any time, whether before, during or after this Assignment, and the undertaking of such work will not preclude the Company offering the Contractor additional Assignments as and when they become available. The Company acknowledges and agrees that the Contractor cannot be required to give the Company any priority over any other client.
- 8.4 The Contractor may advertise their services on and off site and sign-write their own vehicles and equipment in any way the Contractor sees fit without any objection by the Company.

9. DIRECTION AND CONTROL

- 9.1 The Contractor will not work under the direction and control of the Company and is free to use their own initiative in completing the agreed works. The Contractor will have flexibility with regard to hours worked on site and is not obliged to seek permission to leave a site at any time but will nonetheless assist the Company by making all reasonable attempts to work within agreed overall deadlines. In addition, the Contractor is expected to observe Health and Safety Regulations regarding working hours and to comply with any required procedures for site security or recording attendance for the specific purposes of Health and Safety legislation or other site operational requirements.
- 9.2 The Contractor acknowledges that it is in business on its own account and is not part and parcel of the Company's business. The Contractor and its Staff/Delegates will always represent themselves as independent from the Company and will in no circumstances represent or hold themselves out as a servant, employee or worker of the Company.

10. ACKNOWLEDGEMENT

The Contractor acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by the Contractor and its Staff/Delegates for the Company during the Assignment shall belong to the Company.

11. COMPUTER EQUIPMENT WARRANTY

The Contractor shall ensure that any computer equipment and associated software, which it provides to its Staff/Delegates for the purpose of providing the services, contains anti-virus protection with the latest released upgrade from time to time.

12. CONFIDENTIALITY

- 12.1 In order to protect the confidentiality and trade secrets of the Company and without prejudice to every other duty to keep secret all information given to it or gained in confidence, the Contractor agrees on its own part and on behalf of its Staff/Delegates as follows:
- (i) Not at any time whether during or after an Assignment (unless expressly so authorised by the Company as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or confidential information of the Company.
 - (ii) To deliver up to the Company (as directed) at the end of each Assignment all documents and other materials created by it or its Staff/Delegates during the course of the Assignment.
 - (iii) Not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Company except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Company as appropriate.
- 12.2 In relation to Clause 12.1 (i) above it is expressly agreed that the Contractors obligations as therein set out shall remain in full force and effect and shall remain fully enforceable by the Company notwithstanding the termination or assignment of this agreement.

13. TERMINATION

Either party for whatever reason can immediately terminate this Contract for Services and no notice is required to be given.

14. EQUALITY, INCLUSION AND DIVERSITY

- 14.1 The Contractor recognises that discrimination is unacceptable and equality of opportunity is a feature of the Contractor's practices and procedures.
- 14.2 The aim of the policy is to ensure no person is discriminated against either directly or indirectly on the grounds of race, colour, ethnic or national origin, religion and belief, sex, marital status, sexual orientation, gender reassignment, age or disability.
- 14.3 The Contractor maintains a neutral working environment in which no person feels threatened or intimidated. The Contractor is obliged not to act in a discriminatory fashion towards the Company's employees, workers or other Contractors.
- 14.4 The Contractor will endeavour to ensure that selection decisions will not discriminate, whether consciously or unconsciously in making these decisions, and that a consistent, non-discriminatory approach to the selection of Staff/Delegates is applied.

15. DATA PROTECTION

- 15.1 The Contractor may act as a Data Processor as defined by data protection legislation being the General Data Protection Regulations and Data Protection Act 2018 on behalf of the Company in regard to the processing of Personal Data, including without limitation in relation to Clients and Special Categories of Personal Data (as defined by data protection legislation). Details in respect of data processing activities are included in the Annex to this Contract for Services where appropriate.
- 15.2 The Company collects and processes certain types of data and does so in accordance with data protection legislation. The Company's Privacy Notice for Contractors is attached to this document giving more information about the types of data processed and the reasons for the processing, including special categories of data and criminal convictions.

16. LAW

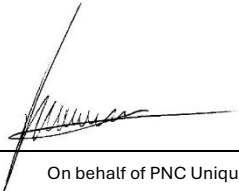
These terms are governed by the law of England, Scotland & Wales and are subject to the exclusive jurisdiction of the Courts of England, Scotland & Wales.

SIGNATURE: _____
On behalf of the Contractor

NAME: _____
Print

CAPACITY IN WHICH SIGNED: _____

DATE: _____

SIGNATURE:  _____
On behalf of PNC Unique Limited

NAME: MR PHILLIP CANCELLIERE
Print

CAPACITY IN WHICH SIGNED: MANAGING DIRECTOR

DATE: xx/xx/xxxx