

Required Limited: Contract for Services (PSC Contractor)

REQUIRED

— IN SEARCH OF EXCELLENCE —

Required Limited, 165 The Broadway, Wimbledon, London, SW19 - 1NE

Email: info@required.co.uk

24 Hour Line: 0333 123 5555

Website: www.required.co.uk

Candidate Name _____

This Agreement is made between:

Required Limited whose registered office is at 165 The Broadway, Wimbledon, London, SW19 1NE ("Required Limited") and

.....(Registered no.....)

whose registered office is at.....("Contractor").

Whereas

1. Required Limited's client, has identified a need for expert help and assistance.
2. The Contractor has the requisite level of expertise and has agreed to provide the Services to Required Limited for the Client on the terms and conditions set out below.
3. In consideration of the payment of the Fees by Required Limited to the Contractor, the Contractor shall provide the Services subject to the terms and conditions of this Agreement.

1. Definitions

1.1 In this Agreement the following terms shall have the meanings given to them:

Affiliate means in relation to a body corporate, any holding or subsidiary company as those terms are defined in section 1159 Companies Act 2006;

Agreement means this agreement together with its Schedules;

Assignment means the assignment for which the Services are being provided by the Contractor and as briefly described in Schedule 1;

Associated Person means any person or company to whom the Contractor and/or the Consultant has gained introduction by way of this Agreement or the Services provided hereunder;

Consultant means the individual referred to in Schedule 1;

Expenses means any business related expenses (including but not limited to out of pocket expenses and / or mileage or other travel expenditure) to be incurred by either the Contractor and / or the Consultant and agreed with Required Limited as being chargeable in addition to the Fees;

Fees means the consideration to be paid by Required Limited to the Contractor for provision of the Services as detailed in Schedule 1 or agreed on a case by case basis;

IPR means copyright, design right, trademarks, know-how, database rights, patents and other intellectual property rights including (without limitation) in any software code, reports, manuals, plans, drawings, specifications or other documents or material in which such rights may subsist;

Services means the consultancy services to be provided by the Contractor as detailed in Schedule 1;

Term has the meaning given in Schedule 1;

Timesheet means a paper timesheet or an electronic timesheet. In the case of an electronic timesheet, and "timesheets" will be construed accordingly. "signed" will be taken to mean electronic authorisation by the appropriate representative; and

Working Days means every day excluding Saturday, Sunday and public or Bank holidays in England.

1.2 Headings are for information only and shall not form part of the operating provisions of this agreement.

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

1.4 This Agreement shall supersede any previously agreed terms and conditions and shall be the sole terms and conditions applicable to this Agreement.

2. Term And Termination

2.1 This Agreement will be deemed to have been accepted and commenced upon the earlier of:

2.1.1 verbal agreement by the Contractor;

2.1.2 written agreement by the Contractor;

2.1.3 the Client requesting Required Limited to provide the Contractor for a potential position; or

2.1.4 the Client agreeing to engage the Contractor.

2.2 Unless terminated earlier in accordance with the provisions of this Clause, the term of this Agreement shall be the Term specified in Schedule 1.

2.3 Unless otherwise provided in Schedule 1, Required Limited may terminate this Agreement immediately for any reason by giving notice, written or in person, to the Contractor without liability or cost.

2.4 Required Limited shall have the right to terminate this Agreement for breach forthwith, without liability or cost, in the event that:

2.4.1 the Contractor is at any time in breach of Clause 4.6; or

- 2.4.2 Required Limited has good reason to believe that the Contractor is, or will, in future, be in breach of Clause 4.6; or
- 2.4.3 any competent authority (including, without limitation, Her Majesty's Revenue and Customs) instigates any investigation or brings any charges against the Contractor in relation to the use of a scheme of the type identified in Clause 4.6; or
- 2.4.4 the Contractor is in breach of any warranty or undertaking contained in this Agreement at any time.
- 2.5 The Contractor may only terminate this Agreement if:
- 2.5.1 Required Limited is in default of any agreed payments under the Contract and fails to remedy that default within 14 days of receiving a written demand from the Contractor; or
- 2.5.2 the Client fails to accord the Contractor reasonable access to premises, equipment, personnel or other information required for the Contractor to provide the Services; and then, in the case of Clause 2.5.1 or 2.5.2 above, only by giving Required Limited four weeks' notice in writing or such other period as Required Limited shall be obliged to provide the Client, if longer; or
- 2.5.3 by agreement with Required Limited and the Client on such period of notice as Required Limited and the Client shall reasonably require which shall be consistent with any periods of notice agreed between the Client and Required Limited from time to time.
- 3. Services and Contractor Obligations**
- 3.1.1 The Contractor shall provide the Services with all reasonable skill and care. The Contractor shall decide the appropriate method and manner of performance of the Services but shall have due regard to the reasonable requests of the Client, and the documented requirements of the Assignment (if any).
- 3.1.2 The Contractor warrants that:
- 3.1.3 in providing the Services it will not infringe upon or violate the IPR of any third party;
- 3.1.4 any computer code resulting from the provision of the Services will not contain Harmful Code. For the purposes of this Clause, "Harmful Code" means any computer code, programming instruction or set of instructions that is constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or hardware;
- 3.1.5 it will not use in provision of the Services any unlicensed or unauthorised software and that it will not load or download software onto or from the Client's computers without the express permission of the Client;
- 3.1.6 the Consultant has the necessary skill, competence, experience and qualifications to carry out the Services to the standard required by the Client; and
- 3.1.7 by entering into and performing its obligations under this Agreement it will not thereby be in breach of any obligation which it owes to any third party.
- 3.1.8 The Contractor warrants and represents that all statements, whether oral or written, made by it and/or any Consultants provided in the performance of the Services, regarding their education, qualifications, ability and experience are true and accurate.
- 3.1.9 The Contractor agrees on its own part and shall procure that the Consultant agrees:
- 3.1.10 not to engage in any conduct detrimental to the interests of Required Limited or the Client;
- 3.1.11 to engage in the provision of Services at the times and / or for the total number of hours or days as agreed with Required Limited or Client as reasonable for the proper performance of the Services;
- 3.1.12 to contact Required Limited or the Client as soon as reasonably practicable (and no later than 8:00am on the first morning of absence or one hour before their shift commences) if the Consultant is unable to perform the Service for any reason during the Assignment;
- 3.1.13 to take all reasonable steps to safeguard its own safety and the safety of any other person who may be affected by the provision of the Services;
- 3.1.14 to comply with any rules or obligations in force at the premises where the Services are performed to the extent that they are reasonably applicable to on-site visitors or independent contractors in the provision of the Services; and
- 3.1.15 to furnish Required Limited or the Client with any documentation or progress reports as may be reasonably requested from time to time.
- 3.1.16 The Contractor may use an alternative named Consultant in place of the Initial Consultant as named in Schedule 1 provided that:
- 3.1.17 the Client and Required Limited state in writing that they are satisfied the alternative Consultant possesses the necessary skills, expertise and resources to fulfil the Client's reasonable requirements and meet the standards and compliance levels applicable to the Services. Compliance levels have to be verified by Required Limited;

- 3.1.18 the Contractor keeps Required Limited fully and effectively indemnified against any reasonable costs, claims or expenses that may be incurred by it or the Client as a result of such submission or substitution of staff including the reasonable cost of all instruction (necessitated by the substitution) for the substitute named Consultant; and
- 3.1.19 the Contractor shall, at the request of Required Limited, provide such alternative Consultant free of charge for such period as Required Limited may reasonably require so that the Consultant can get up to speed on the Services.
- 3.2 The Contractor is entitled to seek, apply for and accept contracts to supply goods and services to other parties during the currency of the Contract provided always that there is no material diminution in the standard of performance of the Services and provided that the Contractor does not breach any of the terms of this Agreement in so doing.
- 3.3 The Contractor agrees not to provide the Services in excess of the permitted number of hours / days as agreed with Required Limited and / or the Client from time to time.
- 3.4 The Contractor shall promptly rectify at its own expense any defects in the Services, provided that such defects are made known to the Contractor in writing prior to completion of the Services or termination of this Agreement for any reason.
- 3.5 The Contractor shall prior to the commencement of any Assignment and upon request from Required Limited at any time during the term of this Agreement provide such information regarding the Contractor and / or any Consultant as Required Limited may require. Such information may include (but is not limited to) any completed Required Limited and / or Client application form; copy passports or other entitlement to work; copy valid driving licence; any information required to process CRB or other criminal record checks; any information required for any security checks or other engagement vetting requirements; any educational, vocational or professional certificates and any references (professional and / or personal) as Required Limited may require.
- 3.6 The client will be responsible for inducting the Consultant into the building and ensuring that they are familiar with the company and site specific health and safety procedures, this may also include behaviours expected of all individuals carrying out work on that particular site and additional site rules and regulations to be adhered to.
- 3.7 In the event that the Consultant provided is an agency worker as defined under the Agency Worker Regulations 2010 the Contractor 5.2 shall notify Required Limited at the earliest opportunity and Required Limited will, on request, supply any relevant comparator information they hold regarding the Consultant.

Fees and Payment

- 4.1 In consideration of the provision of the Services and subject to the provisions of Clause 5, Required Limited will pay the Contractor the Fees in accordance with the payment terms specified in Schedule 1. VAT will be paid at the applicable rate on receipt of a valid VAT invoice when the Assignment is that of a doctor. An Assignment for the supply of a nurse will not attract VAT and all rates will be deemed to be gross of VAT where applicable.
- 4.2 The Contractor will be solely responsible for all tax liabilities, national insurance contributions and any other taxes and 5.4 deductions payable in respect of the Consultant and any other of its employees for provision of the Services and the Contractor hereby indemnifies Required Limited in respect of all claims against Required Limited that may be made by the relevant authorities with respect to tax liabilities, national insurance contributions and any other deductions (including without limitation interest and penalties).
- 4.3 For the avoidance of doubt, neither the Contractor nor the 6. Consultant shall have any direct contractual relationship with the Client. 6.1
- 4.4 Subject to any statutory entitlements, neither the Contractor nor the Consultant is entitled to claim or receive payment from Required Limited or Client for time not actually spent providing Services on an Assignment with the Client, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed in writing.
- 4.5 Costs and expenses are the responsibility of the Contractor and will not be paid unless agreed in writing with the Client and Required Limited or requested in writing by the Client in advance. No costs shall be invoiced to Required Limited until authorised by Required Limited and the Client. Invoices will not, except in exceptional circumstances, be 6.3 considered retrospectively. The Contractor shall provide receipts or such other evidence of actual payment of such costs as Required Limited may require.
- 4.6 The Contractor shall ensure, throughout the term, that neither it nor any of its affiliates or any subcontractors, employees or 7. persons to whom the contractor make payment in relation to the services has in place any arrangement involving the use of any scheme to avoid UK tax by diverting income of a UK resident individual to a non-UK resident company, partnership or trust of the payments made under this Agreement, or on any transaction connected with, or resulting from, this Agreement or the services. This clause shall apply where liability for a UK tax and National Insurance Contributions would exist were the UK resident person to be employed directly by Required Limited / Client and whether or not the Contractor is based in the UK.

5. Timesheets Confidentiality

- 5.1 The Contractor shall use its best endeavours to ensure Timesheets are submitted on a weekly basis, or such other basis as agreed with Required Limited. Where this is not reasonably possible the Contractor shall, in any event, that it submits Timesheets within 30 days of the end of the period to which the Timesheet relates. If the Contractor is not able to submit a Timesheet within this period, the Contractor shall inform Required Limited as soon as reasonable practicable and may only submit Timesheets outside of these time periods with the prior written agreement of Required Limited.
- 5.2 Each Timesheet must have been approved / signed by the Client's authorised representative as evidence of the Client's acceptance of the time recorded before being submitted to Required Limited. If the services have not been provided for any periods during the contract duration, then the Contractor shall submit a Timesheet for the relevant period with 0 (zero) hours noted.
- 5.3 The Contractor will normally receive payment from Required Limited in respect of a Timesheet approved / signed in accordance with Clause 5.2 above within ten Working Days of Required Limited receiving the Timesheet. Required Limited shall have no liability to pay the Contractor any part of the Fee relating to a Timesheet not approved / signed in accordance with Clause 5.2 above. In addition, Required Limited may delay payment while it makes any reasonable enquiries to verify the Timesheet or approval / signature, or if the Timesheet requires further Client authorisation. Required Limited reserves the right to charge the Contractor for the extra administration incurred if Required Limited have to obtain further confirmation in relation to a Timesheet.
- 5.4 In the event the Contractor uses the Required Limited self-billing procedure there is no requirement for invoices in support of Timesheets to be submitted by the Contractor. Instead, invoices will be produced automatically by Required Limited and a copy provided to the Contractor.

6. Required Limited's Obligations

- 6.1 Required Limited shall use reasonable endeavours to procure that the Client shall, at its own expense, provide the Contractor with all documents or other materials and data or other information necessary for the completion of the Services in sufficient time to enable the Contractor to provide the Services in accordance with the time for completion of the Services specified in Schedule 1.
- 6.2 Required Limited shall use reasonable endeavours to procure that the Client accords the Contractor sufficient access to any of the Client's premises, information, data or personnel and use of any equipment which is reasonably necessary for the completion of the Services.
- 6.3 Where the Contractor requires access to any third party premises, information, data or personnel, Required Limited will procure that the Client will make reasonable efforts to arrange this for the Contractor.

7.

- 7.1.1 The Contractor shall and shall procure that its Consultants shall:
 - 7.1.2 treat as secret and confidential and not at any time for any reason disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any unpublished information relating to the Client's business, technology, software code or other know-how, business plans or finances or other information that the Client deems confidential, or any such information relating to a subsidiary, supplier, customer or client of the Client where the information was received as a result of this Agreement;
 - 7.1.3 upon termination of this Agreement for whatever reason to deliver up to Required Limited or the Client (as may be required) all documents, working papers, computer disks, memory sticks and tapes and other materials (whether hard or soft copy) and all copies thereof provided to or prepared during or received during the course of provision of the Services; and
 - 7.1.4 not at any time to make a copy, abstract, summary or précis of the whole or any part of any document, computer program or other material belonging to the Client except when required to do so in the course of its duties in provision of the Services in which event any such item shall belong to the Client.
- 7.2 The provisions of this Clause shall not apply to:
- 7.2.1 Any information in the public domain otherwise than by breach of the Contract; or
 - 7.2.2 Information obtained from a third party who is legally entitled to divulge the same.
- 7.3 The provisions of this Clause 7 shall survive termination of this Agreement for whatever reason for a period of six years from the date of termination.

8. IPR

- 8.1 All IPR produced by the Contractor and / or the Consultant in the course of or for the purpose of provision of the Services shall belong to and vest in the Client.
- 8.2 Without prejudice to Clause 8.1, at the request of Required Limited, the Contractor shall (and shall procure that the Consultant shall) take all such steps and execute all such assignments and other documents as Required Limited may require to ensure that full title to all IPR covered by Clause 8.1 vests in the Client or for the purpose of registering or protecting those rights.
- 8.3 The Contractor shall at the Client's request provide to the Client the originals of all IPR or software code, reports, manuals, plans, drawings, specifications or other documents or material referred to in Clause 8.1, and in any event shall provide such originals on the completion or earlier termination of the Services. The Contractor

shall make no use of such documents or material other than for the purpose of providing the Services.

9. Restriction

- 9.1 During the Term and for a period of six months thereafter, the Contractor warrants and undertakes that neither it nor any Consultants provided by the Contractor pursuant to this Contract shall enter or seek to enter into any agreement or arrangement with the Client, directly or indirectly, or any Affiliate or solicit or canvass the Client directly or indirectly, or any Affiliate or the business of the Client, directly or indirectly, or any Affiliate, for the supply of services connected to the Services, unless such agreement or arrangement is made through Required Limited.
- 9.2 The Contractor warrants that if the Client approaches the Contractor or the Consultant directly or indirectly during the Term or in the six months thereafter for the purpose of obtaining the Contractor's or the Consultant's services, the Contractor and/or the Consultant (as the case may be) shall refuse such offer, and shall advise Required Limited immediately

10. Indemnity and Liability

- 10.1 The Contractor shall indemnify and hold harmless Required Limited against any costs or losses or damages arising as a result of any death, personal injury of fraud.
- 10.2 The Contractor shall indemnify and hold harmless Required Limited and any of its Affiliates or Client on an ongoing basis against any costs or losses arising from the Contractor's breach of Clause 4.6.
- 10.3 The Contractor shall fully and effectively indemnify and hold harmless Required Limited and the Client against any claim that the Contractor and/or the Consultant may make or allege as to there being any employment relationship between the Consultant and Required Limited and/or the Consultant and the Client, and against any losses or damages which Required Limited or as the case may be, the Client, may suffer as a result of such claim. In the event that Required Limited and/ or the Client incurs loss or damage in connection with any such employment claim the Contractor shall or shall procure that the Consultant shall reimburse within a reasonable time and make good such loss or damage to Required Limited and the Client on request.
- 10.4 The Contractor shall fully indemnify Required Limited against all claims, costs, expenses, damages, losses and liabilities arising out of any breach by the Contractor and/or the Consultant of this Agreement, or from the performance or non-performance by the Contractor and/or the Consultant of the Contractor's obligations hereunder, or from any negligent or unlawful act or omission of the Contractor or Consultant.
- 10.5 Notwithstanding anything else in this Agreement, the liability of Required Limited to the

Contractor in connection with this Agreement flowing from one event or a series of connected events, whether arising under contract or by way of indemnity, negligence or otherwise, shall be limited to payment of the fees paid or payable in the calendar year in which the event giving rise to the breach of this Agreement occurred.

- 10.6 Neither party shall be liable to the other for any indirect or consequential loss, loss of profit, business or anticipated savings.
- 10.7 Subject to clause 3.11, the Contractor acknowledges that the Consultant provided is not an agency worker as defined under the Agency Workers Regulations 2010 and that the Agency Workers Regulations 2010 do not apply in relation to this Agreement or any Assignment under this Agreement. The Contractor shall indemnify and keep indemnified Required Limited (or, as the case may be, the Client) against any losses Required Limited (or the Client) may suffer or incur as a result of any claim made by or on behalf of any Consultant under the Agency Workers Regulations 2010.

11. Insurance

- 11.1 The Contractor warrants that at the commencement of this Agreement (or by no later than the commencement of any Assignment) it has in effect and shall maintain in force at least £5,000,000 professional indemnity insurance and £2,000,000 public liability insurance together with £10,000,000 employers liability insurance during the Term and for at least one year thereafter or such other limits as shall be agreed in writing with Required Limited.
- 11.2 The Contractor shall, at Required Limited's request, give Required Limited a copy of the Limited Company Certificate of Incorporation, copies of any work permits for those Consultants requiring them.

12. Variations

- 12.1 No variation or alteration of the terms of this Agreement shall be valid unless approved in writing by both Required Limited and the Contractor.

13. Status of the Parties

- 13.1 Nothing in this agreement shall be construed as a contract of employment between the Contractor or its Consultant on the one part and Required Limited or Client on the other. All parties agree that this Agreement is a contract for services only.
- 13.2 Neither Required Limited nor the Client is under any obligation to offer work to the Contractor and the Contractor is under no obligation to accept any work that may be offered. No party wishes to create or imply any mutuality of obligation between themselves either in the course of or between any performance of the services or during any notice period. Required Limited is not

obliged to pay the Contractor at any time when no work is available during this agreement.

13.3 The Contractor shall not be obliged to accept or perform any work outside the scope of the Services. However because of the nature of the Services, Required Limited and the Contractor acknowledge that it may be necessary to change the scope of the Services during the currency of the Contract and that any additional services required may not be included in the Fees. The parties accept that:

13.3.1 any significant additions to the scope of the Services will be valid only if agreed in writing between Required Limited and the Client, and between Required Limited and the Contractor; and

13.3.2 the Contractor reserves the right to revise the Fees in the event of any significant increase to the scope of the Services. No changes to the Fees will be valid unless agreed in writing by Required Limited and the Contractor.

14. Assignment and Sub - contracting

14.1 The rights and obligations of the Contractor under this Agreement shall not be assigned or transferred without the prior written consent of Required Limited, for which Required Limited may charge an administration fee of up to £100 for such assignment or transfer. Required Limited shall not be obliged to give any reason for withholding such consent.

14.2 The Contractor shall be entitled to subcontract elements of the Services to third-party contractors provided that the Client and Required Limited are satisfied that the sub-contractor possesses the necessary skills, expertise and resources to perform those elements of the Services and the Contractor keeps Required Limited fully and effectively indemnified against any reasonable costs, claims or expenses that may be incurred by it or the Client as a result of the use of such subcontractors including the reasonable cost of all instruction (necessitated by the subcontracting) for the subcontractor.

15. Employment Regulations

15.1 Pursuant to Regulation 32 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 ("the Regulations") the Contractor and Consultant agree the Regulations shall not apply to any of their engagements through Required Limited

16. Notices

16.1.1 Any notice required to be given under the Contract shall be given either:

16.1.2 by first class post sent to the party to whom it is addressed at its last known principal place of business, in which case it shall be deemed to be served two working days after it was

posted; or

16.1.3 by email. In the case of an email to , the email shall be to an official Company email address; and in the case of an email to the Contractor, the email shall be to an address the Contractor has used in the process of setting up and negotiating this Agreement. Emails shall be deemed to have been served within an hour of sending unless the sender has received an electronic message suggesting that the email could not be delivered within 24 hours of sending,

or

16.1.4 in person, in which case notice is deemed to be served immediately.

17. Severability

17.1 If any provision of the Contract shall be declared void or unenforceable by a court or other competent authority, such provision shall to the extent of such invalidity or unenforceability be deemed severable and the other provisions of the Contract shall continue unaffected.

18. Entire Agreement

18.1 The Contract constitutes the entire agreement between Required Limited and the Contractor with regard to the Services and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of the Contract.

19. Governing Law and Jurisdiction

19.1 The Contract shall be governed by English law.

19.2 The parties agree that in the event of any dispute the English Courts shall have exclusive jurisdiction.

Signed on behalf of Candidate

Name in full:

Signed:

Position:

Dates:

Signed on behalf of Required Limited

Name in full:

Signed:

Position:

Date:

1. The Services will be provided in accordance with the description and provisions set out in the table below:

Term start date	The Contractor will commence provision of the Services on
Term duration within the agreed duration	The contractor will make all reasonable effort to complete the services
Fees	As agreed and confirmed with the contractor on a service by service basis.
Expenses	[none]
Insurance Requirements (if different to Clause 11)	Professional Indemnity Insurance: £ Public Liability Insurance: £ Employers Liability Insurance: £
Notice Period (if different to Clause 2 of the Agreement)	The Contractor will provide the following written notice of termination of any Assignment to Required Limited: [none other than as set out in Clause 2.5] Required Limited will provide the following written notice of termination of any Assignment to the Contractor: [none other than as set out in Clause 2.3] The remaining provisions of Clause 2 of the Agreement are unaffected by the above.
Assignment Role	
Assignment Description	
Assignment Location	Assignment location shall be confirmed at the point assignments start.
Client Contact	In carrying out the Services the Contractor's point of contact with the Client will be identified at the assignment start date.
Consultant The Consultant will work such hours / days as agreed between the Client and the Contractor as required to deliver the Services within the Term, or such longer duration as the parties shall agree.
The Client	The Client will be confirmed at the assignment start date.
Additional Terms	This assignment schedule is the principle of the assignment but each assignment will be confirmed on a case by case basis.

- The applicable rate of Fees shall be inclusive of all costs, expenses and all other charges save only for value added tax or such other amounts as may be agreed in writing in advance with Required Limited and, if applicable, the Client.
- All above amounts are inclusive of VAT. If you are VAT registered then please contact Required Limited immediately to discuss whether this can be reclaimed. VAT will not be included in the above figure if the provision of services is that of a doctor.
- Where the Fee specified is stated to be a daily charge this is a fixed daily rate.
- The Contractor is not entitled to charge or raise any Fee for lunch. Where the Contractor is paid an hourly rate the Contractor is required to take a break of 1 hour each day for lunch. Unless agreed otherwise in writing with Required Limited the Contractor is not entitled to be paid for lunch. Where the Contractor is paid a day rate the day rate will assume a 1hour lunch break.

