

SECTION 4 - Contract Status Questionnaire

The following section has been developed in consultation with the HM Revenue and Customs to help us to identify your key working arrangements. This section must be completed to ensure your payment can be processed.

For each of the eight points below, please tick the one, which is closest to your situation. If you make any amendments to your answers please initial the change.

- 1 a You are carrying out a specific project for the client; **OR**
b You are providing specific skills to the client and cannot be moved from job to job by the client; **OR**
c You are providing your skills to the client but can be moved from job to job depending on what exactly the client needs at the time.
- 2 a If you are ill or want to take some time off, and the client needs the work carrying out, you could send another person to the client, and the client would accept this person instead of you as long as the person was competent; **OR**
b If you are ill or want to take some time off, and the client needs the work carrying out, either the client or the agency would find someone to fill in for you.
- 3 a You are free to carry out the work whenever you want, provided you meet agreed deadlines; **OR**
b You can vary your working hours provided this is agreed with the client; **OR**
c You are required to work a specific number of hours.
- 4 a The client tells you where to carry out the work – for instance, at the client's office or workplace; **OR**
b You can do the work wherever you want as long as you deliver the end result agreed with the client.
- 5 a You decide how to carry out your work; **OR**
b There is a supervisor or manager who can control your work and tells you how to do it.
- 6 a If you make a significant mistake, you have to correct it in your own time and can't charge this time on your timesheet; **OR**
b If you make a significant mistake you will correct it, but you will charge the time on your timesheet and get paid for it.
- 7 a The client provides everything you need to carry out the work; **OR**
b You have to provide significant equipment or materials without which you cannot do your job. (Not cars used for getting to work). If so, please state what you provide below; **OR**
c The client provides the key items and facilities you need but you supply some equipment or materials.
If so please state what you provide and why.
- 8 a You take no part in management of the client's staff; **OR**
b You manage junior staff and/or take part in management meetings which are not about the work or what you are doing, for instance, staff appraisals.

SECTION 5 - Declarations and Signature

- I confirm that the above details are correct. I have been made aware of any charges that apply.
- I have read, understood and accept the terms and conditions detailed within the Contract for Services provided and that they will apply for each assignment that I undertake through Consort Consultancy Services Limited.
- By declaring that I am registered for VAT, I agree to a self-billing procedure between Consort Consultancy Services Limited, "the customer", and myself, "the supplier", for the duration of the contract. I confirm that, for the duration of this agreement, I will not raise sales invoices, I will accept invoices raised on my behalf by the customer, and I will notify any changes to the suppliers VAT circumstances (including if the supplier ceases to be a taxable person or if the supplier changes their registration number).
- Consort Consultancy Services Limited and my recruitment company/client have my authority to exchange information.

Signature:

Date:

For office use only

Application No: Branch No:
Recruitment Company No: Contractor No:
Cert Letter No: Contract No:

Tel: 0800 634 0034 email: join@consortconsultancy.com

Consort Consultancy Services Limited, Consort House, St Paul's Square, Ramsey, UK, IM8 1FF.

THE CONDUCT OF EMPLOYMENT AGENCIES AND EMPLOYMENT BUSINESS REGULATIONS 2003 OPT OUT.

To opt out of the regulations for all assignments that you undertake through Consort Consultancy Services Limited, please sign and date this section of the form below and we will inform your recruitment company.

Should you wish to withdraw this notice please advise us in writing to the address supplied.

Signature:

Date:

Please take this as confirmation of my giving notice to opt out of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 for all assignments that I undertake through Consort Consultancy Services Limited

Office Use Only

Authorised Signatory of Consort Consultancy Services Limited:

Name:

Date:

Please read reverse for explanation of the regulations.

Detach contract for services and retain for your records. Return opt out section with the application form.

Contract for Services

Please retain for your records

This Contract for Services is effective from the date agreed within the consultant Application Form and forms the agreement between, Consort Consultancy Services Limited, hereinafter called the "Company" and the individual self employed contractor as detailed within the consultant Application Form hereinafter called the "Consultant".

The Consultant is in business on his own account as a provider of services and has the skills and abilities and can undertake services that may be of use to the Company from time to time.

The Consultant and the Company agree and intend that when the Consultant agrees to undertake services to the Company he will do so in accordance with this Contract for Services (the "Contract").

1. Services To Be Undertaken

- 1.1. **Type and Scope** - The Consultant will carry out the Services for the Company specified in Schedule A as the Consultant's responsibility (the "Services").
- 1.2. **Specialist Services** - The Consultant undertakes the Services in the capacity of a specialist and will undertake the Contract for Services in a professional manner at all times. The Consultant will dedicate the appropriate time, skill and care, as the Contract requires.
- 1.3. **Timetable** - The Contract shall commence on the date stated in Schedule A attached and will terminate in accordance with the dates entered in Schedule A or the provisions of clause 4 below. Where a date for performance is referred to or specified in Schedule A, the Consultant will use reasonable efforts to carry out his obligations by such date.
- 1.4. **Changes to the Services** - Either party may request in writing changes to the type and scope of the Services or to any other aspect of the Contract. Any such request must be sufficiently detailed to enable the other party to assess the effect of the requested change on the cost, any dates for performance or any other aspect of the Contract. Both parties agree to discuss and, if appropriate, agree such changes. Until a change is agreed in writing and signed by both parties, each party will continue to act in accordance with the latest agreed written version of the Contract.
- 1.5. **Information** - Within 7 days of the signing of this Contract the Consultant will supply the Company with a copy of any VAT registration (if applicable) together with relevant bank details.
- 1.6. **Contract Management** - The Company will appoint a contact that will be responsible for managing all queries and matters relating to the performance of the Contract by the Company and who will be the Consultant's main point of contact with the Company. The contact is set out in Schedule A, or is such other contact as is notified by the Company in writing during the term of the Contract.
- 1.7. **Health and Safety** - In the event that the provision of any of the Services requires the Consultant to attend the Company's or its client's place of business, the Consultant will observe all Health and Safety regulations operating in that place of business and will comply with all reasonable operational requirements relating to security.

2. Company's Responsibilities

- 2.1. **Payment** - Payment will be made to the Consultant within four working days of the Company receiving cleared and identified funds from its clients in respect of the work performed by the Consultant.
- 2.2. **Expertise and Control** - The Company recognises that the Consultant provides Services at a high level of expertise, as an Independent Consultant and as such is not subject to (or to the right of) supervision, direction or control as to the manner in which the services are provided.
3. **Fees and Expenses**
 - 3.1. **The Consultant's Fees** - The Consultant's fees will reflect time spent and such factors as complexity, monetary values and specialist input. The Consultant also takes into account urgency, inherent risks and the use of techniques, expertise, research and know-how developed.
 - 3.2. **Basis of Calculation of Fees** - Fees will be negotiated from time to time and charged on the basis specified in Schedule A. Unless Schedule A states otherwise, time and materials charging will apply in accordance with clause 3.4. below.
 - 3.3. **Overpayment** - Where the Company has notified the Consultant that an overpayment has been made by the Company to the Consultant, the Consultant expressly agrees that the overpayment will be recouped by a deduction being made to the next payment due to the Consultant.
 - 3.4. **Time and Materials Charging** - "Time and materials charging" means that the Consultant's fees will be calculated on an hourly or daily basis as appropriate by reference to time spent, and that all expenses shall be charged in addition unless reflected otherwise in Schedule A. If the agreed basis of charging is on a daily basis then, unless Schedule A states otherwise, hours worked in excess of 7 hours per day or on public holidays or outside weekdays may be charged on a pro rata basis.
 - 3.5. **Fee Estimates** - any estimate given by the Consultant of any charge, whether for planning or any other purpose, is only an estimate and is not contractually binding.
 - 3.6. **Expenses** - All charges are stated exclusive of expenses unless Schedule A states otherwise. Subject to Company authorisation the Company agrees to pay all travel, accommodation and subsistence costs and other reasonable costs and other reasonable expenses incurred by the Consultant in connection with the provision of the Services.
 - 3.7. **Taxes** - All fees and expenses are stated exclusive of Value Added Tax. The Consultant agrees that the Consultant is liable for all Value Added Tax, personal taxation and National Insurance Contributions in connection with this Contract and indemnifies the Company against any liability arising in respect of income tax, Value Added Tax or National Insurance Contributions relating to the Consultant's duties under this Contract.
 - 3.8. **Payment of Invoices** - For time and materials charges, invoices will be issued on a weekly basis. For other charging arrangements, invoices will be issued in accordance with the payment plan specified in Schedule A unless Schedule A states otherwise:
 - 3.8.1. all charges will be specified in Pounds Sterling unless otherwise agreed; and

3.8.2. invoices will be paid in the agreed currency.

3.9. **Fee Changes** - The Consultant may vary any time and materials fee rates specified in Schedule A by giving the Company 30 days written notice of the variation. Fee rates quoted in Schedule A relate to the provision of Services at the location specified in Schedule A. A change in location may result in a change to the applicable fee rates. Any fee amendment must be agreed by the Company in writing.

3.10. **Commission Charges** - The Consultant expressly agrees to the Company deducting such fees as advised from time to time for services provided in processing any and all such payments received for services rendered by the Consultant.

3.11. **Additional Charges** - The Consultant expressly agrees to the Company deducting any additional charges or expenses incurred outside of its control, during the processing of any and all payments received for services rendered by the Consultant, including but not limited to banking charges.

4. Term and Termination

4.1. **Duration of Contract** - The Contract will come into force from the Commencement Date. If no such Commencement Date is set out in Schedule A, the Contract will come into force on the earlier of the commencement of Services or the date of signature of Schedule A by both parties. The Contract will remain in force until all Services have been provided, unless it is terminated earlier in accordance with the following termination provisions.

4.2. **Termination of the Contract on Notice** - The Contract may be terminated on written notice by either party to the other at any time.

4.3. **Termination for Breach of Contract** - The Contract may be terminated by either party on written notice to the other with immediate effect, if the other commits a material breach of any term of the Contract which is not remedied within 30 days of a written notice to remedy the same.

4.4. **Termination in the Event of Decline in Financial Circumstances** - The Contract may be terminated by either party on written notice to the other with immediate effect in the event that the other party is unable to pay its debts or has a receiver, administrator, administrative receiver or liquidator appointed or calls a meeting of its creditors or ceases for any reason to carry on business or in the reasonable opinion of the terminating party any of these events appears likely.

4.5. **Return of Property** - On termination of the Contract each party will return to the other and to the Company's client where appropriate any property of the other that it then has in its possession or control, except the Consultant may retain one copy of any documentation or software prepared by themselves, or any other documentation upon which the Services are based.



IMPORTANT INFORMATION

The Conduct of Employment Agencies and Employment Businesses Regulations 2003 came into force on 6 April 2004 and relates to all limited company workers.

As an individual who should be able to demonstrate that they are legitimately in business on their own account, in order to remain outside of IR35, we ask that you give due consideration to whether you wish to work within these regulations or use the 'opt out' option (if available) for each contract that you undertake.

Opt out is available to you unless you work with children under the age of 18, or those who are infirm and need attention. If you do carry out work in either of these instances, you can continue to work as normal and can ignore this element of the form.

If you have the choice to opt out and do not use this option for each contract you undertake, it is possible that HM Revenue and Customs may take this as meaning that you require the protection of such regulations and therefore that you are not genuinely in business on your own account. This could have implications on your IR35 status.

Summary of the Conduct of Employment Agencies and Employment Businesses Regulations 2003

These regulations make provision to secure the proper conduct of employment agencies and employment businesses and to protect the interests of persons using their services.

- The main provisions introduced by the 2003 Conduct Regulations are that : there are limitations on the terms in contracts between employment businesses and hirers that prevent temporary workers from taking up permanent jobs with the hirer, or a company to which the hirer has introduced them, or being supplied by a different employment business, unless a fee is paid to the first employment business;
- Employment businesses are prohibited from withholding wages due to a temporary worker purely because the worker cannot produce an authenticated timesheet;
- Agencies and employment businesses are required to confirm the identity of the work-seekers and that they have the experience, training and qualifications that the hirer expects for that position;
- There is an ongoing obligation on agencies and employment businesses to inform the hirer when they receive information about a worker, which indicates that the worker might be unsuitable for the position;

Agencies and employment businesses also have to obtain information on any health and safety risks known to the hirer and the steps taken to prevent or control those risks;

- Agencies and employment businesses have to obtain references on work-seekers who are to work with vulnerable persons;
- Agencies seeking to find work for actors, models and other entertainers are no longer allowed to charge an up front fee before they find work for those work-seekers;
- Subject to their opting out, the scope of the Regulations have been extended to cover work-seekers who contract their services through their own limited company;

It is no longer a requirement for:

- Agencies and employment businesses to disclose their status on business stationery;
- Agencies and employment businesses to provide the Department with their current terms of business;
- Agencies to ascertain if young persons have received vocational guidance before they find them work;
- Agencies and employment businesses to obtain written statements from the services of a lawyer on the list of the British Consul before supplying or hiring a work-seeker to an overseas employer or to use the services of an overseas agent.

5. Confidentiality and Conflicts of Interest

- Neither party will disclose to any third party not mentioned in Schedule A, without the written consent of the other party, any confidential information received as a result of or in connection with the receipt of, or the provision of, Services. Both parties agree that any confidential information shall only be used for the purposes of providing or receiving Services or any other contract between the parties.
- For the purposes of this Contract, "Confidential Information" means any information relating to the Client's business which for the time being is being treated as confidential.
- Notwithstanding Clause 5.1. above, either party will be entitled to disclose information (including know-how):
 - to their respective insurers or legal advisers; or
 - to a third party to the extent that this is required by any court of competent jurisdiction, or by a governmental or regulatory authority or where there is a legal duty or requirement to disclose; or
 - if it is recommended or required by the ethical guidelines of any of the professional bodies of which the Company, its employees or officers are members from time to time, and without breaching any regulatory requirement, where reasonably practicable not less than 2 business days written notice is first given to the other party.

6. Liability, Warranty and Financial Risk

- The Consultant will use reasonable skill and care in the provision of the Services and warrants that he is qualified to perform the Services.
- The Consultant or substitutes or sub-contractors arranged by the Consultant are not entitled to any special payment or benefit normally made to employees of the Company.
- The Consultant is a self-employed person in business on his own account and is thus not entitled to any employment rights granted to employees or workers of the Company or of any third party mentioned in Schedule A, or to participate in any of the disciplinary or grievance procedures of either the Company or of any third party mentioned in Schedule A, and is also not entitled to benefit from any other policies or benefits given to employees or workers of either the Company or any third party mentioned in Schedule A.
- The Consultant is not obliged to accept any repeat business from the Company and the Consultant agrees that the Company is under no obligation to treat the Consultant as a preferred person for repeat business. Neither party wishes to create or imply any mutuality of obligation between themselves either in the course of, or between, any performance of Services.
- The Company reserves the right to offset any losses incurred as a result of the Consultant's actions against any unpaid fees.
- If this Contract is terminated the Consultant will not be entitled to any payment unless specified in Schedule A.
- The Company will not be liable for any loss, damage, cost or expense arising in any way, directly or indirectly, from:
 - any fraudulent or negligent act or omission, misrepresentation or default on the part of the Consultant; or

- any tax liability or other statutory or regulatory penalty, whether existing at the Commencement Date or arising during the course of the Contract as a result of the practices of either the Client or any other party with which the client has a relationship; or
- disclosure of information made in accordance with Clause 5.2 and in so far as the Company incurs any costs or expenses in consequence of any of the matters set out in 6.7.1. - 6.7.3. the Consultant will indemnify the Company in respect of such costs or expenses.

7. General Conditions

- Deployment of Resources** - The Consultant reserves the right to use substitute sub-contractors and other third parties to support the Consultant in the fulfilment of his obligations under the Contract. The Consultant acknowledges that the Company has the right to refuse the substitute sub-contractors and other third parties if, in the reasonable view of the Company, the substitute personnel have insufficient qualifications or expertise. Any reference in the Contract to the Consultant will also include such substitute sub-contractors or third parties. The Consultant will however remain liable to the Company in respect of the Services, subject to the other provisions of the Contract. Where the Consultant considers substitutes are necessary the Consultant is responsible for the payment to such substitutes. The Company will have no financial or legal relationship with the substitute.
- Should any assignment undertaken by the Consultant stipulate that the Company is restricted from providing services directly to the End Client except by contract through the Company's Client, then such restriction will apply to the Consultant for the period specified within the Contract for Services between the Company and the Company's Client. It is the Consultant's responsibility to confirm with the Company, whether any relevant contractual restrictions are in place, prior to undertaking any direct assignments with an End Client, whether as an employee or under any other third party agreement, to whom the Consultant has provided services, under the terms of this agreement.
- The Consultant warrants that, prior to accepting any assignment requiring a declaration on criminal convictions, they have made the Company aware of any criminal convictions against the Consultant including any criminal convictions not yet spent under the Rehabilitation of Offenders Act 1974.
- Independent business** - The Consultant will in no circumstances represent himself or hold himself out as an employee or servant of the Company or any third party mentioned in Schedule A. The relationship between the Company and the Client is one of independent suppliers, and nothing in this Contract shall be interpreted as constituting any joint venture, partnership or relationship of employer and employee, as between the parties.
- Assignment** - Neither party may transfer, charge or otherwise seek to deal with any of its rights or obligations under the Contract without the prior written consent of the other party.
- Agreement** - Any work carried out under this Agreement by the Consultant, which results in the Company making a payment of any nature to the Consultant, will have the effect of making this Agreement binding between the Consultant and the Company.

- Force Majeure** - Neither party will be liable to the other for any failure to fulfil obligations caused by circumstances that may reasonably be considered to be outside its control.
- Waiver** - No delay by either party in enforcing any terms of the Contract will affect or restrict such party's rights arising under the Contract. Any waiver of any contractual claim or right must be made in writing to be effective.
- Notices** - Where the Contract provides that a party has to be notified in writing, such notices must be served personally or sent by fax or by pre-paid first-class post to the address of the other party specified in this Contract, or to such other address as is notified by that party in writing during the term of the Contract. Any notice sent by post shall be deemed to have been received 48 hours after being posted. Any notice served personally or sent by fax shall be deemed to have been received 1 working day after being sent.
- Amendments** - Amendments to the Contract must be specifically agreed in writing and must be signed by both parties.
- Survival** - The provisions of the Contract which are expressly or by implication intended to continue to apply following its termination or expiry will survive and continue to bind both parties.
- Working for Other Clients** - The terms and conditions of the Contract will not restrict the Consultant from providing other Services for other clients provided that any such Services will not conflict with his duties under this Contract.
- Entire Agreement** - The Contract, including any attachments or referenced documents, forms the entire agreement between the parties relating to the Services. The Contract replaces any previous proposals, correspondence, declarations of intent or other communications, whether written or oral (except the Company does not exclude liability for any fraudulent pre-contractual misrepresentations made by it on which the Consultant can be shown to have relied). The headings and titles in the Contract are included to make it easier to read but do not form part of the Contract.
- Partial Nullity** - Should any provision of the Contract or its attachments be void or otherwise ineffective, the rest of the Contract will remain valid. The parties will then interpret and modify the Contract so as to achieve as far as possible the purpose of the parts held to be void or ineffective.
- Schedule to take Precedence** - In the event of any conflict between this Contract and Schedule A or any other document which forms part of the Contract, this Contract for Services shall prevail unless Schedule A states otherwise. In the event and only to the extent of any conflict between Schedule A and any referenced or attached document other than this Contract, Schedule A will take precedence.

8. Governing Law

- Applicable Law** - The Contract as well as its performance will be governed by and interpreted in accordance with the laws of England.
- Resolving Disputes and Jurisdiction** - Should any dispute arise between the parties they will endeavour to resolve the dispute in good faith by senior level negotiations. Such senior level negotiators will be chosen and appointed by each party. If the dispute is not resolved through negotiations an independent solicitor or accountant will be appointed to arbitrate in the first instance.