

## AGREEMENT WITH THE LIMITED COMPANY CONTRACTOR

### 1. DEFINITIONS

1.1. In these Terms the following definitions apply:

<b>“Assignment”</b>	means the provision of the Contractor by the Employment Business to the Client to provide the services of the Individual further details of which are set out on the Confirmation Form
<b>“Assignment Period”</b>	means the period during which an Assignment is undertaken
<b>“Business Day”</b>	means a day other than a Saturday, Sunday or public holiday when banks in London are open for business
<b>“Client”</b>	means the person, firm or corporate body who requires the Employment Business to supply a person for a position which it seeks to fulfil
<b>“Confirmation Form”</b>	means the confirmation form attached to these Terms
<b>“Contract”</b>	means the contract between the Employment Business and the Contractor which is formed in accordance with clause 2.2
<b>“Contractor”</b>	means the limited company contractor whose name is set out on the Confirmation Form
<b>“Employment Business”</b>	means National Locums Ltd a company incorporated and registered in England and Wales with registered company number 06808451 whose registered office address is at 2 Manor Farm Court, Old Wolverton Road, Old Wolverton, Milton Keynes MK12 5NN
<b>“Individual”</b>	means the individual (whether an employee, officer or representative of the Contractor) supplied by the Contractor for an Assignment the name of whom is provided in accordance with clause 3.6.1
<b>“Relevant Period”</b>	means whichever of the following periods ends later: the period of 8 weeks commencing on the day after the day on which the Contractor last worked for the Client pursuant to the Assignment; or the period of 14 weeks commencing on the first day of the Assignment Period, if there has been more than one Assignment and there has been a period of more than 42 days (6 weeks) between such Assignments the period of 14 weeks shall commence on the first day of the Assignment Period for the most recent Assignment
<b>“Regulations”</b>	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003
<b>“Terms”</b>	means the Employment Businesses’ terms of engagement which are set out in this document
<b>“VAT”</b>	means value added tax chargeable under the Value Added Tax Act 1994.

1.2 In these Terms unless the context otherwise requires:

- 1.2.1 words importing the singular include the plural, words importing any gender include every gender and a reference to persons includes bodies corporate and unincorporate and (in each case) vice versa;
- 1.2.2 the words **“including”** or **“include”** and words of similar effect shall not be deemed to limit the general effect of the words which precede them;

- 1.2.3 reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted;
- 1.2.4 any reference to a party in these Terms includes a reference to its successors in title and permitted assigns; and
- 1.2.5 the headings in these Terms are for ease of reference only and shall not affect the interpretation or construction of these Terms.

## 2. THE CONTRACT

- 2.1 The Employment Business operates as an “employment business” (as defined in section 2 of the Regulations) in relation to the Contractor.
- 2.2 The Confirmation Form together with these Terms forms the “**Contract**” between the Employment Business and the Contractor and the Contract shall come into existence on the earlier of: the date of signature of the Confirmation Form by the Contractor; the date of acceptance by the Contractor of the Assignment; or the commencement of the Assignment by the Contractor or the Individual (as applicable). The order of precedence in the event of conflict in this Contract shall be as follows: (1) the Confirmation Form; and (2) these Terms.
- 2.3 The Contract constitutes the entire agreement between the parties and shall govern the Assignment. Unless otherwise agreed in writing by a director of the Employment Business, this Contract prevails over any terms of business or purchase conditions the Contractor seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.4 The Contract is a contract for the provision of services and not a contract of employment between the Employment Business and the Contractor and/or the Individual and the Contractor shall be fully responsible for and shall indemnify the Employment Business for and in respect of:
  - 2.4.1 any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the Assignment or any payment or benefit received by the Individual or Contractor in connection with the Assignment, where such recovery is not prohibited by law. The Contractor shall further indemnify the Employment Business against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Employment Business in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and
  - 2.4.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Individual against the Employment Business arising out of or in connection with the Assignment.
- 2.5 For the avoidance of doubt, the Individual is not a party to this Contract.

## 3. ASSIGNMENTS

- 3.1 The Contractor acknowledges and agrees that the Employment Business has determined (acting with reasonable care and skill) that based on the information provided to it; the Assignment is suitable to be offered to the Contractor. The Employment Business acknowledges that the Contractor shall not be obliged to accept and undertake the Assignment offered by the Employment Business but if the Contractor has signed the Confirmation Form and/or has commenced the Assignment it shall be deemed to have accepted the Assignment.
- 3.2 The Employment Business has made such enquiries as is reasonably practicable (and to the extent it is able) to determine that it would not be detrimental to the interests of the Contractor to undertake the Assignment.
- 3.3 At the same time as it provides the Confirmation Form to the Contractor, the Employment Business shall provide the following information to the Contractor to the extent such information is not set out in the Confirmation Form:
  - 3.3.1 the identity of the Client and (if applicable) the nature of the Client’s business;
  - 3.3.2 the date the Assignment will commence and the Assignment Period or estimated Assignment Period;
  - 3.3.3 the type of work, location and hours during which the Individual would be required to carry out the Assignment;
  - 3.3.4 the rate of remuneration and any expenses payable by or to the Contractor;

- 3.3.5 any risks to health and safety known to the Employment Business in relation to the Assignment and to extent the Employment Business is aware, the steps taken by the Client to prevent or control such risks;
  - 3.3.6 the experience, training, qualifications and any authorisation required by law or a professional body that are necessary or which are required by law in connection with the Assignment; and
  - 3.3.7 (if applicable) details of any holiday entitlement, holiday pay and sick pay available in connection with the Assignment. Unless specified in the information provided to the Contractor in accordance with this clause 3.3 and subject to any agreement to the contrary between the parties, the Contractor shall not be entitled to receive payment from either the Employment Business or the Client in respect of holidays, illness or absence for any other reason during the Assignment.
- 3.4 Subject to clause 3.5, where the information referred to in clause 3.4 is not given in paper form or by electronic means, it shall be confirmed by such means by the end of the third Business Day following the day on which the Employment Business provides details to the Contractor of the Assignment.
- 3.5 The provisions of clause 3.4 will not apply if the Employment Business is providing details to the Contractor of an Assignment for the same position as one in which the Contractor had previously been supplied within the previous five Business Days and such information has already been given to the Contractor, unless the Contractor requests that the information be resubmitted.
- 3.6 The Contractor shall, upon receipt of the Confirmation Form and the information provided in accordance with clause 3.3, promptly notify the Employment Business whether it accepts and wishes to undertake the Assignment by signing and returning the Confirmation Form to the Employment Business. If the Contractor signs and returns the Confirmation Form and/or notifies the Employment Business that the Contractor accepts the Assignment it shall, at the same time as it returns the Confirmation Form and/or provides such notification:
- 3.6.1 provide the name, address and contact details of the Individual who will undertake the Assignment;
  - 3.6.2 confirm that the Individual who will undertake the Assignment pursuant to clause 3.6.1 has the experience, training, qualifications and authorisations which the Client and/or the Employment Business consider necessary, or which are required by law or a professional body in connection with the Assignment and shall provide copies of such relevant qualifications or authorisations to the Employment Business; and
  - 3.6.3 provide two references from persons not related to the Individual who have agreed that the references they provide may be disclosed to the Client.
- 3.7 The Contractor shall notify the Employment Business immediately if it is approached or becomes aware that the Client wishes to engage the Contractor directly (i.e. by entering into a direct contractual relationship with the Contractor) or wishes to procure the services of the Contractor through another employment business:
- 3.7.1 before the commencement of the Assignment;
  - 3.7.2 during the course of the Assignment; or
  - 3.7.3 within the Relevant Period,

the Contractor acknowledges that the Employment Business will be entitled either to charge the Client a fee or to agree an extension of the Assignment Period or agree a period of hire with the Client (as applicable) at the end of which the Contractor may be engaged directly by the Client or through another employment business without further charge to the Client. The Contractor shall notify the Employment Business immediately whether it is prepared to supply the Individual for an extended Assignment Period or for a period of hire but the Contractor shall not be obliged to supply the Individual for an extended Assignment Period or for a period of hire.

#### 4. FEES

- 4.1. The Contractor will receive payment from the Employment Business for the Assignment in accordance with clause 4.2 and such sums shall be calculated at an hourly rate which shall, at minimum, be the hourly rate specified in the National Minimum Wage Act 1998 and the National Minimum Wage Regulations 2015 (as applicable) from time to time which is the minimum remuneration that the Employment Business expects to receive from the Client for the hours worked by the Individual in connection with the Assignment. The actual rate of remuneration will be rate of remuneration notified to the Contractor in accordance with clause 3.3.4.
- 4.2. Subject to the other terms of this Contract, the Employment Business shall pay the sums due to the Contractor in connection with the Assignment [weekly/monthly] in arrears (to the nearest quarter hour) upon receipt of the Contractor's invoice submitted in accordance with clause 5.

#### 5. TIMESHEETS

- 5.1. The Contractor shall deliver to the Employment Business the Employment Businesses' timesheet duly completed by no later than 5pm on the Monday following the week to which the timesheet relates or on the final day of the Assignment Period where the Assignment is for a period of less than one week to indicate the number of hours worked by the Individual during the preceding week which shall be signed by an authorised representative of the Client. Each timesheet delivered must be accompanied by an invoice from the Contractor for the amount due from the Employment Business as a result of the hours worked in that week. Such invoice should bear the Contractor's name, VAT number, and should state any VAT due on the invoice.
- 5.2. Subject to clause 5.3, the Employment Business shall pay the Contractor's invoice submitted in accordance with clause 5.1 regardless of whether the Employment Business has received payment from the Client in respect of such sums.
- 5.3. If the Contractor fails to submit a properly authenticated timesheet signed by the Client to the Employment Business in accordance with clause 5.1, the Employment Business shall, in a timely fashion, conduct further investigations into the number of hours worked by the Individual during the preceding week and the reasons why the Client has refused to sign the timesheet in respect of those hours. The Contractor acknowledges that these investigations may delay any payment due to the Contractor. The Employment Business shall not be required to make a payment to the Contractor for hours not worked during the Assignment.

## 6. LIABILITY

- 6.1. Nothing in this Contract limits or excludes either parties' liability for:
  - 6.1.1. death or personal injury caused by its negligence;
  - 6.1.2. fraud or fraudulent misrepresentation; or
  - 6.1.3. any other liability which cannot be limited or excluded by applicable law.
- 6.2. Subject to clause 6.1, the Employment Business shall not be liable to the Contractor, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Contract for:
  - 6.2.1. loss of profits;
  - 6.2.2. loss of sales or business;
  - 6.2.3. loss of agreements or contracts;
  - 6.2.4. loss of anticipated savings;
  - 6.2.5. loss of or damage to goodwill;
  - 6.2.6. loss of use or corruption of software, data or information; and
  - 6.2.7. any indirect or consequential loss.
- 6.3. Subject to clause 6.1 and clause 6.2, the Employment Businesses' total liability to the Contractor, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Contract shall be limited to an amount equivalent to 125% of the total charges paid by the Employment Business to the Contractor in the 12 month period immediately preceding the date on which the claim arose.
- 6.4. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Contract.
- 6.5. The Contractor and the Individual are deemed to be under the direction, control and supervision of the Client for the duration of the Assignment Period. The Contractor shall indemnify the Employment Business in respect of any loss, liability, costs (including reasonable legal costs), damages or expenses suffered by the Employment Business in connection with any claim made against the Employment Business by the Client or any third party arising out of or in connection with:
  - 6.5.1. the Contractor or the Individual (as applicable) failing to carry out the Assignment or failing to carry out the Assignment in accordance with the Client's requirements (whether contractual or otherwise) or if the Contractor terminates the Assignment during the Assignment Period;
  - 6.5.2. any negligent or reckless act, dishonesty, misconduct, lack of skill, omission or default of the Contractor or the Individual (as applicable) during the Assignment; and
  - 6.5.3. the Contractor's breach, negligent performance or failure or delay in performance of this Contract and/or the Assignment.

6.6. The Contractor shall maintain in force full and effect comprehensive public liability insurance, employer's liability insurance, professional indemnity insurance and insurance against such other or further risks relating to the Assignment as may be required by law or that a prudent contractor carrying out the Assignment would insure against and shall make a copy of such policies available to the Employment Business upon request.

## 7. CONTRACTOR'S OBLIGATIONS

7.1. The Contractor shall, and shall procure that the Individual shall:

- 7.1.1. not engage in any conduct which is detrimental to the interests of the Employment Business or the Client including any conduct which will or is likely to bring the Employment Business or the Client into disrepute or which results in the loss of custom or business of the Client and/or Employment Business;
- 7.1.2. be present during the times and for the total number of hours during each day and/or week of the Assignment as is specified and agreed with the Employment Business or the Client;
- 7.1.3. take all reasonable steps to safeguard its own health and safety and the health and safety of any other person who may be affected by its actions during the Assignment;
- 7.1.4. comply with all statutory obligations and codes of practice to which the Contractor and Individual is subject in connection with the Assignment;
- 7.1.5. comply with all rules and regulations in force at the premises where the Assignment is performed at all times during the Assignment;
- 7.1.6. co-operate with the Client's staff and accept the direction of any person in the Client's organisation to whom it is required to report and comply with all reasonable and lawful instructions within the scope of the Assignment made by the Client;
- 7.1.7. promptly furnish the Employment Business with any progress reports as may be requested from time to time;
- 7.1.8. notify the Employment Business immediately in writing if it becomes subject to any of the events set out in clause 11.2.3;
- 7.1.9. comply with all the requirements of VAT legislation and the Companies Act 2006;
- 7.1.10. if, either before or during the course of the Assignment, the Contractor becomes aware of any reason why the Individual is not suitable for the Assignment, it shall notify the Employment Business immediately; and
- 7.1.11. if the Individual is unable to carry out the Assignment as a result of illness, injury or otherwise at any time during the Assignment Period, the Contractor shall procure that the Individual shall (or shall procure that a representative of the Individual shall) notify the Employment Business and the Client as soon as possible and by no later than 10.00 am on the first day of the Individual's absence to enable alternative arrangements to be made.

7.2. The Contractor warrants that it is not nor will it prior to the cessation of this Contract, become a managed service company, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.

## 8. INTELLECTUAL PROPERTY RIGHTS

8.1 The Contractor acknowledges that all copyright, trademarks, patents and other intellectual property rights created by the Individual during the Assignment shall belong to the Client. Accordingly the Contractor shall (and shall procure that the Individual shall) execute all such documents and do all such acts as the Employment Business shall from time to time require in order to give effect to its rights pursuant to this clause.

## 9. COMPUTER EQUIPMENT WARRANTY

9.1. The Contractor shall ensure that any computer equipment and associated software that it provides to the Individual for the Assignment contains anti-virus protection with the latest released upgrade from time to time available.

## 10. CONFIDENTIALITY

10.1. Subject to clause 10.2, in order to protect the confidentiality and trade secrets of the Client and the Employment Business and without prejudice to any other duty to keep confidential all information given to it or gained in confidence, the Contractor shall, and shall procure that the Individual shall:

- 10.1.1. not at any time whether during or after the Assignment disclose to any person or to make use of any of the trade secrets or confidential information of the Client or Employment Business (as applicable); and
  - 10.1.2. 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 or the Employment Business (as applicable) except when required to do so in the course of its duties under the Assignment in which event any such item shall belong to the Client or the Employment Business (as appropriate)
- 10.2. The Contractor may disclose the Employment Businesses' and the Client's confidential information and trade secrets:
- 10.2.1. to its employees, officers, representatives or advisers (including the Individual) who need to know such information for the purposes of exercising the Contractor's rights or carrying out its obligations under or in connection with this Contract. The Contractor shall ensure that the Individual and its employees, officers, representatives or advisers to whom it discloses the Employment Businesses' and the Client's confidential information and trade secrets comply with this Clause 10; and
  - 10.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3. The Contractor shall not, and shall procure that the Individual shall not use the Employment Businesses' and the Client's confidential information and trade secrets for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.
- 10.4. The provisions of this clause 10 will survive termination or expiry of this Contract.

## 11. TERMINATION

- 11.1. Either party may terminate this Contract by giving the other party written notice at any time and shall provide such amount of notice which is the greater of: the period of notice specified in the Confirmation Form; or 1 week.
- 11.2. Without affecting any other right or remedy available to it, either party may terminate this Contract at any time with immediate effect by providing written notice to the other party, if:
  - 11.2.1. the other party commits a material breach of any term of this Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified to do so;
  - 11.2.2. the other party repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract or refuses or neglects to comply with any reasonable and lawful directions of the first party;
  - 11.2.3. the other party or the Client (as applicable) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts an order is made or a resolution is passed for the dissolution or winding-up of the other party or the Client (as applicable) or an order is made for the appointment of an administrator to manage the affairs, business and property of the other party or the Client (as applicable) or such an administrator is appointed or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by the other party or the Client (as applicable) or its trustees, officers, directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the other party's or the Client's (as applicable) assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the court to make a winding-up or bankruptcy order or the other party or the Client (as applicable) takes or suffers any similar or analogous action in consequence of debt in any jurisdiction;
  - 11.2.4. the other party or the Client (as applicable) suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
  - 11.2.5. the Employment Business is notified by the Client, has reasonable grounds to believe or otherwise becomes aware that the Client requires the Individual to be removed from the Assignment;
  - 11.2.6. the Employment Business is notified by the Client, has reasonable grounds to believe or otherwise becomes aware that the Contractor or the Individual (as applicable) has failed to carry out the Assignment or has failed to carry out the Assignment in accordance with the Client's requirements (whether contractual or otherwise) or that the Contractor has terminated the Assignment during the Assignment Period;

- 11.2.7. the Employment Business is notified by the Client, has reasonable grounds to believe or otherwise becomes aware that the Individual has committed an act of gross misconduct affecting the business of the Client and/or the Employment Business during the Assignment;
  - 11.2.8. the Employment Business is notified by the Client, has reasonable grounds to believe or otherwise becomes aware that the Individual or Contractor (as applicable) has disclosed to any person any confidential information in breach of clause 10;
  - 11.2.9. the Employment Business is notified by the Client, has reasonable grounds to believe or otherwise becomes aware that the Individual has been convicted of a criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
  - 11.2.10. the Employment Business is notified by the Client, has reasonable grounds to believe or otherwise becomes aware that the Individual, has been (in the opinion of the Client) negligent or incompetent in the performance of the Assignment or is deemed by the Client to be unsuitable for the Assignment;
  - 11.2.11. the Employment Business is notified by the Client, has reasonable grounds to believe or otherwise becomes aware that the Individual has died, is incapable of managing his or her own affairs or has become a patient under any mental health legislation or is ill or is incapacitated (whether mentally or physically) during the Assignment Period;
  - 11.2.12. the Employment Business is notified by the Client, has reasonable grounds to believe or otherwise becomes aware that the Individual or the Contractor has failed to comply with clauses 7.1.5 to 7.1.6 (inclusive); or
  - 11.2.13. the contract entered into between the Employment Business and the Client in connection with the Assignment is terminated for any reason and the Contractor acknowledges that the continuation of the Assignment is subject to and conditional on the continuation in force of such contract.
- 11.3. This Contract shall terminate automatically on completion or expiry of the Assignment.
- 11.4. Failure by either party to provide notice to terminate this Contract in accordance with the terms of this Contract shall constitute a breach of contract and shall entitle the other party to claim damages for any resulting loss suffered.

## 12. CONSEQUENCES OF TERMINATION

- 12.1. If the Contract is terminated under clause 11, the Employment Business shall only be required to pay to the Contractor any sums due in connection with the Assignment up to the date of termination and shall not be responsible for paying any other losses, costs, damages or expenses incurred by the Contractor in respect of such termination.
- 12.2. On the date this Contract is terminated:
  - 12.2.1. the Contractor shall, and shall procure that the Individual shall cease to provide any services to the Client in connection with the Assignment;
  - 12.2.2. the Contractor shall deliver to the Employment Business the Employment Businesses' timesheet duly completed in accordance with clause 5 in respect of the number of hours worked in connection with the Assignment up to the date of termination which must be accompanied by an invoice from the Contractor for the amount due from the Employment Business to the Contractor for the hours worked up to the date of termination; and
  - 12.2.3. the Contractor shall, and shall procure that the Individual shall deliver up to the Client or the Employment Business (as applicable and as directed) all documents and other materials belonging to the Client or the Employment Business (as applicable) and all copies of such documents and materials which are in its possession including documents and other materials created by it or the Individual during the course of the Assignment.
- 12.3. Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination of this Contract will remain in full force and effect.
- 12.4. Termination of this Contract will not affect any rights, remedies, obligations or liabilities of either party that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination.

## 13. GENERAL

## 13.1. Assignment and other dealings.

- 13.1.1. The Employment Business may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Contract.
- 13.1.2. The Contractor may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Contract without the prior written consent of the Employment Business.

## 13.2. Notices.

- 13.2.1. Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.
- 13.2.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.2.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, 1 Business Day after transmission.
- 13.2.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13.3. **Severance.** If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Contract.

13.4. **Waiver.** A waiver of any right or remedy under this Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13.5. **Third party rights.** A person who is not a party to this Contract shall not have any rights to enforce its terms.

13.6. **Variation.** No variation or alteration to this Contract shall be valid unless the details of such variation are agreed between the Employment Business and the Contractor and are set out in writing. The Employment Business shall provide a copy of the varied Contract to the Contractor within 5 Business Days of the date the Contract was varied stating the date on or after which such variations shall take effect.

13.7. **Further assurance.** The Contractor shall, and shall procure that the Individual shall promptly execute and deliver such documents, provide such information and perform such acts as may reasonably be required for the purpose of giving full effect to this Contract.

13.8. **Governing law.** This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

13.9. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).