



ePayMe Ltd

Basepoint Business Centre, 377-399 London Rd, Camberley GU15 3HL

Tel: 01252 863700 **Email:** info@epayme.co.uk

Agency Name: _____ **Ltd ('Agency')**

Agency Address: _____

Phone: _____ **Fax:** _____

Email: _____ **Date:** _____

**Master Agreement and Terms and Conditions between
Umbrella and Agency for the Supply Agency Workers**

For **ePayMe** _____
(Authorised Signature, for and on behalf of **ePayMe Ltd**)

Title: CEO. **Date:** _____

By the **Agency** _____
(Authorised Signature, for and behalf of _____ **Ltd**)

Title: _____ **Date:** _____

Terms of Business of ePayMe for the Supply of Agency Workers to Agencies

1. Definitions and Interpretation

- 1.1. 'the Agency' means the person or company so named on the front page of this Agreement
- 1.2. 'Agreement' means this Master Agreement
- 1.3. 'Assignment' means
 - 1.3.1. an assignment to be performed by a Worker engaged by ePayMe, for the benefit of a Hirer contracting with the Agency (or who is contracting with a Client of the Agency), in accordance with a Contract, and
 - 1.3.2. 'assignment' as defined by AWR regulation 2.
- 1.4. 'Assignment Schedule' means a schedule in the form which appears at the Appendix hereto
- 1.5. 'AWR' means the Agency Workers Regulations 2010 as amended from time to time, and the following terms have the meanings given to them in AWR:
 - 1.5.1. Agency Worker - regulation 3
 - 1.5.2. Hirer – regulation 2
 - 1.5.3. Qualifying Period - regulation 7
 - 1.5.4. Temporary Work Agency (also referred to in these Terms as a 'TWA') – regulation 4
- 1.6. 'Client' means a client of the Agency who is a contractual intermediary between the Agency and the Hirer, in circumstances where the Agency does not itself contract directly with the Hirer
- 1.7. 'Conduct Regulations' means the Conduct of Employment Agencies and Employment businesses Regulations 2003 as amended from time to time, and the following terms have the meanings given to them in the Conduct Regulations:
 - 1.7.1. Work-Seeker
 - 1.7.2. Employment business
 - 1.7.3. Work-Finding Services
 - 1.7.4. Vulnerable Person.
- 1.8. 'Contract' means a contract between ePayMe and the Agency for the performance of an Assignment by a Worker for the benefit of a Hirer, and comprising an Assignment Schedule and these Terms; and in a Contract, expressions used in these Terms have the meanings assigned to them in the applicable Assignment Schedule.
- 1.9. 'EAA' means the Employment Agencies Act 1973.
- 1.10. 'Employment Income' has the meaning given to it by the Income Tax (Earnings and Pensions) Act 2003
- 1.11. 'ePayMe' means ePayMe
- 1.12. 'ePayMe Associate' means a company which is an associate company of ePayMe, within the meaning of s256 Companies Act 2006
- 1.13. 'ePayMe Worker' means an individual who is engaged by ePayMe or by a ePayMe Associate
- 1.14. 'the Hirer' (in addition to the meaning under clause 1.5.2 above) means the person or company for whom a Worker is to work, as specified in an Assignment Schedule
- 1.15. 'Regulation 10' means AWR regulation 10
- 1.16. 'Terms' means these Terms of Business
- 1.17. 'Worker' means an individual Work-Seeker, who wishes to work / works as an Agency Worker for a Hirer.

- 1.18. The headings in these Terms are for convenience only and are not intended to have any legal effect.
- 1.19. References to Acts of Parliament, Statutory Instruments, or other subordinate legislation shall be construed as reference to such as were in force at the time a Contract was formed.

2. Introductory

- 2.1. These Terms govern the underlying relationship between ePayMe and the Agency. These Terms also govern Contracts, as evidenced by Assignment Schedules.
- 2.2. These Terms shall apply to all services agreed to be provided by ePayMe, and to all Assignments. Acceptance by ePayMe of any Contract/Assignment is conditional upon acceptance by the Agency that the services to be provided by ePayMe are governed solely by these Terms. In particular, it is agreed that any purchase order or similar document from the Agency relating to the engagement is intended for the Agency's own administrative purposes only, and that notwithstanding its wording, neither a purchase order nor its content will have any legal effect.
- 2.3. Either party may terminate the relationship constituted by these Terms at any time by written notice of such period as may be specified in the notice to the other.
 - 2.3.1. Termination of the relationship constituted by these Terms shall have no effect on any current Assignment, and notwithstanding termination, the relationship constituted by these Terms shall remain in force so far as necessary for the completion of any current Assignments
 - 2.3.2. Termination of an Assignment shall not operate so as to terminate the relationship constituted by these Terms.
- 2.4. These Terms and any Assignment Schedules together constitute the entire agreement(s) between the parties relating to its subject matter, and supersede any earlier agreement between them; any such earlier agreement is hereby terminated by mutual consent.
- 2.5. This relationship between the parties is not exclusive; ePayMe is and remains at liberty to also provide services (including similar services) to third parties, and the Agency is and remains at liberty to engage services (including similar services) from third parties.

3. Respective roles of each party

- 3.1. The Agency is an Employment Business and a TWA, and its business is providing Work-Finding Services to Workers, in order to match Workers with Hirers requiring the performance of Assignments; the Agency does not itself generally act in the capacity of employer, in relation to such Workers.
- 3.2. The business of ePayMe is the engagement and hiring on of Workers to Employment Businesses and Hirers, for the purpose of fulfilling Assignments; ePayMe does not generally itself provide Work-Finding Services to such Workers.
- 3.3. The parties envisage that
 - 3.3.1. Workers will register with the Agency in order to seek Assignments, and the Agency will seek Assignments for such Workers
 - 3.3.2. On a Worker being offered (and indicating a wish to accept) an Assignment, the Agency may (but shall not be obliged to) introduce the Worker to ePayMe
 - 3.3.3. ePayMe or a ePayMe Associate may (but shall not be obliged to) engage the Worker, and contract with the Agency for the provision of the Worker to work in the Position for the performance of the Assignment,
 - 3.3.4. Additionally, there may be occasions when a Worker who is already a ePayMe Worker may be offered an Assignment or a further Assignment by the Agency.
 - 3.3.5. In relation to all such arrangements, the capacity in which each party will act for the purposes of the Employment Agencies Act 1973 shall be that of an Employment business.

- 3.4. The terms on which ePayMe engages any Worker will include provision that the Worker will, when working on an Assignment:
 - 3.4.1. work with all proper skill and care, and in a professional manner
 - 3.4.2. comply with such reasonable requirements (such as timesheets, or electronic time recording system) as may be imposed by the Hirer for recording and verifying time worked
 - 3.4.3. comply with the Hirer's requirements as notified from time to time, to the extent that such requirements apply in relation to external contractors at the place of work, such as security requirements, quality requirements and health and safety procedures, but not so that the Worker's discretion as to the manner in which (s)he performs his/her work is compromised.
- 3.5. ePayMe warrants and confirms that no Worker engaged on an Assignment has a 'material interest' in ePayMe, within the meaning of sections 51(4) and (5) of the Income Tax (Earnings and Pensions) Act 2003.

4. Other Specific Disclosures required by the Conduct Regulations

- 4.1. The Agency Pay Rate for each Assignment shall be negotiated separately and shall be inclusive of ePayMe's fees. No refunds or rebates are applicable.
- 4.2. If a Worker engaged through ePayMe is unsatisfactory, the Agency should advise ePayMe straightaway and advise ePayMe if the Agency wishes to terminate the Assignment.
- 4.3. Any Worker engaged on an Assignment will be engaged by ePayMe or a ePayMe Associate, and provided to the Agency by ePayMe under a contract for services.
- 4.4. As between the parties, it is the Agency's sole responsibility to select a suitable Worker for an Assignment, and to make all relevant disclosures to ePayMe and to the Worker, including:
 - 4.4.1. the Position and the nature of the work to be done
 - 4.4.2. details of any necessary experience, training, qualifications and authorizations
 - 4.4.3. any applicable constraints on working location and times
 - 4.4.4. the start date and likely duration
 - 4.4.5. any expenses payable
 - 4.4.6. details of any known health and safety risks, and of the steps taken to prevent or control such risks
 - 4.4.7. advising whether an engagement will involve the Worker working with or caring for or attending any Vulnerable Person.

5. Assignments

- 5.1. Where the Agency wishes to place a Worker in an Assignment and to introduce the Worker to ePayMe, or where the Agency wishes to offer a Worker who is already a ePayMe Worker an Assignment, an Assignment Schedule in the form (or, where it is envisaged that a Worker will be placed by the Agency on a succession of multiple short Assignments (each less than 5 days), the Alternative form) which appears at the Appendix hereto will be produced by the Agency and provided to ePayMe.
- 5.2. On receipt of such a Assignment Schedule
 - 5.2.1. if ePayMe wishes to engage a Worker who is not already a ePayMe Worker, ePayMe or a ePayMe Associate will do so
 - 5.2.2. if ePayMe wishes to accept the terms set out in the Assignment Schedule, ePayMe will promptly sign and return one copy to the Agency
 - 5.2.3. otherwise, ePayMe will promptly advise the Agency.

- 5.3. Upon the earlier of (1) that Assignment Schedule being signed by both parties, and (2) the Agency or the Client or Hirer accepting from a Worker any work in the Position specified in that Assignment Schedule, a Contract on the terms set out in that Assignment Schedule and in these Terms will become binding on the parties.
- 5.4. Any Contract is conditional on (i) the Worker entering a contract with ePayMe or a ePayMe Associate, and (ii) the Agency entering a contract with the respective Client or Hirer (as the case may be) for the Assignment in question and (if that contract is conditional) on that contract becoming unconditional.
- 5.5. The parties envisage that any signatures required by this section may be made and communicated by email or other means of electronic communication.

6. Contracts

- 6.1. In relation to any Contract, ePayMe's responsibilities are
 - 6.1.1. to second the Worker to work in the Position for the Hirer at the Hirer's Address and elsewhere as specified by the Hirer, for the specified duration of the Assignment; subject to clauses 3.4 and 6.1.2, ePayMe has no responsibility for exercising supervision and/or direction and/or control over the Worker
 - 6.1.2. to instruct the Worker to cooperate with the Hirer's reasonable requirements (such as timesheets, or electronic time recording system) for recording and verifying all time so worked
 - 6.1.3. to invoice the Agency at the Agency Pay Rate with the Invoice Frequency for all time so worked, accompanied by such evidence as the Agency may reasonably require that the time invoiced has in fact been worked
 - 6.1.4. to ensure that all remuneration it pays to the Worker is paid and taxed as Employment Income
 - 6.1.5. to comply with all relevant legal requirements which are binding on ePayMe, and to provide the Agency with such information as the Agency may reasonably request to enable the Agency to do likewise.
- 6.2. In relation to any Contract, the Agency's responsibilities are
 - 6.2.1. to pay ePayMe's invoices calculated at the Agency Pay Rate
 - 6.2.2. to take reasonable steps to ensure that the Hirer verifies all time actually worked by the Worker
 - 6.2.3. to ensure that neither it nor the Client or the Hirer pays any remuneration or expenses in respect of the Worker other than *via* ePayMe
 - 6.2.4. to comply with all relevant legal requirements which are binding on the Agency, and to provide ePayMe with such information as ePayMe may reasonably request to enable ePayMe to do likewise.
- 6.3. It is acknowledged by both parties that
 - 6.3.1. all charges are subject to VAT as applicable
 - 6.3.2. there is no obligation on the Agency to make payment other than in respect of time actually worked by the Worker
 - 6.3.3. ePayMe will keep the Agency indemnified in respect of any claim or demand made by the proper authorities for all taxes, national insurance or social security contributions, and other liabilities, charges and dues in respect of remuneration paid for work done by the Worker under an Assignment
 - 6.3.4. it is not the intention of either party that any Worker should be or become an employee either of the Agency, or of any Client or Hirer
 - 6.3.5. so far as payment is concerned, the Agency's sole obligation is to make payments on the basis provided for in an Assignment Schedule, and the Agency will not be

responsible for making any payments for salary, sickness SSP and holiday pay, pensions, and other employee benefits; ePayMe will indemnify the Agency against any claims that may be made by any Worker under employment-related legislation, except where such claim is founded on the Agency's or the Client's or the Hirer's own acts defaults or omissions.

7. Payment

- 7.1. So far as payment of ePayMe's invoices is concerned, time is of the essence, and if the Agency does not pay any sum due within the Payment Terms then, without prejudice to any other remedy:
 - 7.1.1. ePayMe may withhold or suspend the provision of further work by any Worker in respect of any Contract; and
 - 7.1.2. all sums owing by the Agency to ePayMe on any account shall become due and payable immediately; and
 - 7.1.3. the Agency will pay interest and fixed charges as specified in the Late Payment of Commercial Debts (Interest) Act 1998 on all sums due from date of invoice to date of payment both before and after any judgment; and
 - 7.1.4. ePayMe may terminate any or all then current Contracts.
- 7.2. Without prejudice to any claim the Agency may have against the Worker,
 - 7.2.1. the Agency may not make deductions or deferrals in respect of any disputes with or claims against ePayMe, until and unless the same have been agreed; and
 - 7.2.2. the Agency may not withhold payment in respect of any time actually spent working in the Position during the Assignment Hours of Work.

8. AWR

- 8.1. The Agency acknowledges that ePayMe's role is substantially administrative, and (unless ePayMe has agreed in an Assignment Schedule to operate an assignment under Regulation 10), that ePayMe operates on the basis that, from the sums paid by the Agency,
 - 8.1.1. ePayMe will retain as its fee a sum calculated as set out in the Assignment Schedule, the amount of which has been openly disclosed to and accepted as reasonable by the Agency and by the Worker
 - 8.1.2. subject thereto, all other funds received from the Agency will be applied
 - 8.1.2.1. first, in payment of National Minimum Wage to the Worker, in setting aside a paid leave provision, and in discharging any Employer's NIC liability in respect of sums to be paid to the Worker
 - 8.1.2.2. secondly, in payment of expenses legitimately reimbursed to the Worker
 - 8.1.2.3. thereafter, in payment of the balance to the Worker as Employment Income.
 - 8.1.3. the pay (within the meaning of AWR, and including expenses legitimately reimbursed to the Worker) that can be paid to the Worker is therefore determined by the sums paid to ePayMe by the Agency
 - 8.1.4. each temporary work agency in the contract chain and the Hirer has a responsibility for complying with the provisions of AWR.
- 8.2. If (unless ePayMe has agreed in an Assignment Schedule to operate an assignment under Regulation 10) it comes to ePayMe's notice that the Worker's pay is less than would be required to comply with the AWR, ePayMe will notify the Agency accordingly; and on receipt of such notice, the Agency will
 - 8.2.1. In respect of the period up to the date of such notice, pay ePayMe an additional amount sufficient to enable it to comply with its obligations under AWR regulation 5 in relation to pay (including Employer's NIC thereon and any requisite additional paid

leave provision) in respect of the period from the end of the Qualifying Period to the date of such notice, and

8.2.2. At the Agency's option, either

8.2.2.1. Terminate the Assignment, or

8.2.2.2. increase the Agency Pay Rate to such sum as will enable ePayMe to comply on an ongoing basis with its obligations under AWR regulation 5 in relation to pay.

8.3. ePayMe and the Agency

8.3.1. recognize that the prompt and accurate provision of information either to other is necessary for the fulfillment of the parties' respective obligations under AWR

8.3.2. will mutually cooperate in relation to the prompt provision of such information as may be reasonably required by the other for the purpose of ensuing compliance with AWR.

8.3.3. warrant the accuracy of any such information so disclosed

8.3.4. will indemnify the other against loss suffered as a result of the provision of any such information which is inaccurate

8.4. Clause 13 (Limitation and Exclusion) shall not apply in relation to the liability of either party to the other under this clause 8 (AWR).

9. Termination of a Contract

9.1. A Contract may be terminated without cause by the Agency or ePayMe giving the other written notice of the applicable period as specified in the Assignment Schedule. Where no period is so specified, such notice may be given to take immediate effect.

9.2. A Contract may be terminated at any time by the Agency by written notice with immediate effect if the Worker fails to perform the Assignment in accordance with these Terms, or if the Client or Hirer (as the case may be) has reasonable grounds for dissatisfaction with the Worker, provided the Agency gives ePayMe full written details, and such further cooperation as ePayMe may reasonably require. The Agency acknowledges that such right to terminate is the Agency's sole remedy against ePayMe for any such failure, without prejudice to such rights as the Agency may have against the Worker.

9.3. A Contract may be terminated by either party with immediate effect by notice (however communicated, provided confirmed in writing as soon as reasonably practicable):

9.3.1. if the other is in material breach of contract, or is in breach of contract and fails to remedy the breach within seven days of being required in writing to do so

9.3.2. if any distress or execution (in Scotland, diligence) is levied against the other, or if the other makes or seeks to make any composition or arrangement with its creditors, or if the other ceases to carry on business, or if any preliminary step is taken by or in respect of the other party towards the other's liquidation winding up receivership or administration (other than for the purposes of a *bona fide* reconstruction or amalgamation).

9.4. A Contract may be terminated by ePayMe with immediate effect by notice (however communicated, provided confirmed in writing as soon as reasonably practicable) if the Worker's engagement with ePayMe terminates (for whatever reason), or if (unless ePayMe has agreed in an Assignment Schedule to operate an assignment under Regulation 10) in ePayMe's reasonable opinion in all the circumstances and taking into account the Agency Pay Rate, it is not commercially viable to provide the Worker with his/her entitlements in relation to pay under AWR regulation 5, or if in ePayMe's reasonable opinion it is under a legal obligation to terminate.

9.5. In the absence of express agreement to extend, if the Agency continues to accept the Worker's performance of an Assignment after the end of the Contract Period and the Worker

continues to perform the Assignment, the applicable Contract shall be deemed extended at will and may be terminated at any time without notice by either party.

- 9.6. Save as expressly provided, termination shall not affect any accrued rights of either party, and any obligation of a continuing nature shall remain in force after termination.

10. Intellectual Property Rights

- 10.1. All rights in the nature of intellectual property rights (including, but not limited to, copyright) arising in any work created by a Worker in the course of an Assignment are hereby assigned by way of future assignment of copyright to the Agency, and ePayMe will cooperate with any reasonable requirements as to formal assignment of such rights created.

11. Confidentiality and Secrecy

- 11.1. The parties each recognise that information disclosed to the other in the course of the negotiation of and the performance of a Contract will contain and incorporate confidential information in which the other has an interest.
- 11.2. The parties mutually agree with each other that they will each keep such information confidential, and will neither use nor disclose to a third party any part or the whole of such information (or information gained from such disclosure). This obligation of confidentiality shall not extend so as to include information which was known to a party before disclosure by the other pursuant hereto or with a view to a Contract, or which enters the public domain without fault of that party.

12. Liability

- 12.1. ePayMe has no reason to believe any information presented to the Agency in writing in relation to any Worker with a view to engagement by Contract to perform an Assignment to be other than true.
- 12.2. The Agency has no reason to believe any information presented to ePayMe in writing in relation to any Worker with a view to engagement by Contract to perform an Assignment to be other than true.
- 12.3. The Agency agrees that ePayMe is under no responsibility in relation to any use by the Worker of any vehicle in the course of a Contract.
- 12.4. The parties both acknowledge that it is the Agency's sole responsibility to satisfy itself on all matters relating to the suitability of a Worker for the performance of an Assignment, to the extent that it regards as necessary.
- 12.5. The Agency acknowledges and agree that in performing an Assignment, the Worker is not under the supervision direction or control of ePayMe, and that ePayMe therefore does not accept liability for any acts defaults or omissions of the Worker whilst working (or purporting to work) in the Position.

13. Limitation and Exclusion

- 13.1. **Save to the extent expressly provided herein, all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law, and except to the extent that it is not lawful to limit or exclude such liability, neither party shall be liable to the other or to anyone else for any loss or damage whatever or however caused (and whether or not caused by negligence) arising directly or indirectly in connection with a Contract, in excess of the total sums payable under the relevant Contract during the period from the Assignment Start Date to the Assignment End Date or (if less) one year.**
- 13.2. Notwithstanding the generality of the above, each party expressly excludes liability for consequential loss or damage of any kind, or for loss of profit, business, revenue, goodwill or anticipated savings.
- 13.3. **If any exclusion of liability or other provision contained in these Terms shall be held to be invalid for any reason and ePayMe becomes liable for loss or damage that is capable of being limited in law, such liability shall be limited to £10,000.**

ePayMe shall not in any event be liable for any claims made against it unless they are notified to it within twelve months of the cause of action arising.

- 13.4. ePayMe does not exclude or limit liability for death or personal injury to the extent that it arises directly from negligence for which it is legally responsible, or otherwise where it is not lawful to exclude or limit liability.
- 13.5. The Agency acknowledges that the ePayMe fee basis and all other material terms are assessed having regard to the parties' respective existing insurance arrangements and on the basis that liability shall rest as expressly provided by this Agreement, and that in the parties' respective opinions the provisions hereof satisfy the requirements of reasonableness specified in the Unfair Contract Terms Act 1977.

14. Protection of Agency's Business

- 14.1. Where the Conduct Regulations Status is 'opt out' and a Worker has been introduced or supplied to a Client or Hirer (as the case may be) by the Agency, ePayMe will not itself provide that Worker to the Client or Hirer other than under a Contract through the Agency during the period specified under 'Restrictions' following the end of the Contract (or, if there has been no Contract in relation to the supply of that Worker to that Client or Hirer, following the date of introduction).

15. Data Protection

- 15.1. In this clause,
 - 15.1.1. 'Data Protection Legislation' means (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.
 - 15.1.2. 'Data Controller', 'Data Processor', 'Data Subject', and 'Personal Data' have the meanings as defined in the Data Protection Legislation.
 - 15.1.3. 'Applicable Laws' means the laws of any member of the European Union or the laws of the European Union applicable to the DP.
- 15.2. Each party will
 - 15.2.1. comply with all applicable requirements of the Data Protection Legislation and Applicable Laws; this clause 15 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation and/or Applicable Laws
 - 15.2.2. ensure that, in relation to any Personal Data to be provided to the other, it has all necessary appropriate consents and notices in place to enable lawful transfer of that Personal Data, for the duration and purposes of this Agreement
 - 15.2.3. provide adequate and timely privacy notices to Data Subjects.
- 15.3. The nature of the relationship constituted by this Agreement is such that the parties envisage that each party will be a Data Controller, and that neither will be in the position of Data Processor in relation to the other.

16. Bribery Act 2010

- 16.1. ePayMe confirms that it has not offered or given or agreed to give to any person employed by or connect with any gift or any consideration of any kind as an inducement to do or to forbear to do any act in relation to the entry of ePayMe into this Agreement.
- 16.2. ePayMe undertakes to the Agency that:
 - 16.2.1. it will comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Anti-Bribery Law**");

- 16.2.2. it will not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - 16.2.3. it has and will maintain in place adequate procedures designed to prevent any conduct that would give rise to an offence under Anti-Bribery Law and to ensure compliance therewith;
 - 16.2.4. it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the Agreement; and
 - 16.2.5. from time to time, at the reasonable request of the Agency, it will confirm in writing that it has complied with its undertakings under this provision and will provide any information reasonably requested by the Agency in support of such confirmation of compliance.
- 16.3. In interpreting this provision, regard shall be had to the provisions and definitions of the Bribery Act 2010 and to any current guidance issued pursuant to section 9 thereof.
- 16.4. Breach of any of the undertakings in this clause shall be deemed to be a material breach of this Agreement incapable of remedy.

17. Modern Slavery Act 2015

- 17.1. In performing its obligations under this Agreement, ePayMe shall:
- 17.1.1. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
 - 17.1.2. have and maintain throughout the term of this Agreement its own policies and procedures to ensure its compliance;
 - 17.1.3. not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
 - 17.1.4. require that each of its direct subcontractors and suppliers shall comply with the anti-slavery policy and with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

18. Anti-Facilitation Of Tax Evasion

- 18.1. In performing its obligations under this Agreement, ePayMe shall:
- 18.1.1. not engage in any activity, practice or conduct which would constitute either:
 - 18.1.1.1. a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
 - 18.1.1.2. a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;
 - 18.1.2. have and shall maintain in place throughout the term of this Agreement such policies and procedures as are reasonable
 - 18.1.2.1. to prevent the facilitation of tax evasion by another person (including without limitation employees of ePayMe) and
 - 18.1.2.2. to ensure compliance with clause 18.1.1;
 - 18.1.3. promptly report to the Agency any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of this Agreement;
 - 18.1.4. at the Agency's request, provide the Agency with a statement of such steps it has taken to ensure compliance with the Criminal Finances Act 2017, together with such

other information as the Agency may reasonably require in order to undertake risk assessments to ensure that the Agency is not facilitating tax evasion pursuant to the Criminal Finances Act 2017.

- 18.2. ePayMe shall ensure that any person associated with ePayMe who is performing services and/or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on ePayMe in this clause (**Relevant Terms**). ePayMe shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Agency for any breach by such persons of any of the Relevant Terms.
- 18.3. Breach of this clause shall be deemed a material breach of this Agreement incapable of remedy.
- 18.4. For the purposes of this clause, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with ePayMe includes [but is not limited to] any subcontractor of ePayMe.

19. Compliance with all other applicable laws

- 19.1. In addition to the specific requirements for compliance elsewhere in this Agreement, each party expressly agrees with the other that it will at all times comply with all other applicable laws, statutes, regulations and codes from time to time in force.

20. Electronic Signatures

- 20.1. The parties to this Agreement agree that it may be signed by electronic signature (whatever the form the electronic signature takes), and that such method of signature shall be equally conclusive of their intention to be bound by its terms and conditions as if signed with the manuscript signature of both parties.
- 20.2. The parties to this Agreement agree that Assignment Schedules may from time to time be signed by electronic means.
- 20.3. Subject thereto, and notwithstanding that the parties to this Agreement may have signed this Agreement by a form of electronic signature, no addition, amendment to, or modification or discharge of, this Agreement shall be effective otherwise than in writing on paper and signed with the manuscript signature of each party (in the case of a corporate party, by a director on its behalf).

21. Miscellaneous

21.1. *Contracts (Rights of Third Parties) Act 1999*

No third party rights are intended to be conferred or created by these Terms or by any Contract.

21.2. *Notices*

All notices shall be in writing and shall be deemed to have been duly given when delivered by hand, posted by pre-paid first class post or sent by fax or email to the intended recipient. Notices sent by fax shall be deemed received the first business day following such delivery or sending, and notices which have been posted as above shall be deemed received on the second business day following posting. Notices sent by email shall be deemed received when acknowledged.

21.3. *Waiver*

Failure or neglect by either party at any time to enforce any of these Terms shall not be a waiver of that party's rights and shall not prejudice its rights to take action in respect of the same or any later breach.

21.4. *Severability*

If any Term of a Contract is held by any court or other competent authority to be wholly or partially void, invalid, or unenforceable such Term shall be severed from the body of these Terms (which shall continue to be valid and enforceable to the fullest extent permitted by Law).

21.5. Force Majeure

- 21.5.1. If either party to a Contract is prevented or delayed in the performance of any of its obligations by force majeure, then such party shall be excused performance for so long as such cause of prevention or delay shall continue
- 21.5.2. 'force majeure' shall be deemed to be any cause affecting the performance of a Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party.

21.6. Law

- 21.6.1. A Contract is governed by the laws of England and Wales and any questions arising shall be dealt with only by the Courts of England and Wales.
- 21.6.2.

Terms and Conditions of Outsourced Payroll Services

This contract is made on _____ between;

ePayMe Ltd ("Company"), whose office is Alba House, Mulberry Business Park, Fishponds Road, Wokingham, Berkshire RG41 2GY, and;

("Client"),

Company Registration number:

1. Introduction

This contract specifies the relationship between the Company and the Client in the provision of certain payroll services supplied by the Company to the Client.

2. Definition

"Company"

ePayMe Ltd

"Client"

"Services"

means the Services provided by the Company

"Working day"

means the hours between 9.00am and 5.30pm Monday to Friday, excluding bank holidays

"Working Hours"

means any hours during the working day

"Confidential Information"

means any information relating to or being the business or trade secrets of either the Client or Company which is disclosed by either party unless it is expressly defined in writing by the disclosing party that the information is not confidential, including but not limited to:

- a) Employee Information of both the Client and Company
- b) Relating to the Clients of the Client or Company
- c) Charges or fees charged by the Client to their Clients or by the Company to the Client
- d) Business operations of the Client or Company
- e) This Agreement

3. Scope of the services provided

The Company agree to provide the Services to the Client as specified in Schedules A & B of the contract. Including some or all of the following services;

A Payroll

B Reporting

4. Service Level Agreement

Both the Client and the Company agree to provide the minimum service levels in the Service Level Agreement in Schedule D of this Agreement.

5. Confidential Information

In the provision of the Services by the Company certain Confidential Information will be available to both the Client and Company.

5.1 Any Confidential Information of the Client, which for the purposes of the provision of the services is made available to the Company, the Company undertake to protect the confidentiality of such information and its best

endeavours to do so. The Company will only use such information for the sole purpose of delivering the Services to the Client and not for any other commercial benefit not described under the terms of this agreement.

5.2 The Company agrees not to disclose the Confidential Information to any third party other than the Company's employees for the express fulfilment of their duties in the provision of the Services to the Client.

5.3 Any Confidential Information of the Company, which is made available to the Client, the Client undertakes to protect the confidentiality of such information.

5.4 The Company and the Client agree not to disclose the Confidential Information to any third party.

6. Data Protection Act (the "Act")

The Company is registered under the Data Protection Act as an [data processor] and has a policy in place to comply with the regulations of the Data Protection Act and warrants that they will continue to comply with any subsequent changes to the Act. The Client acknowledges that it is still liable under the Act as the owner of any personal information provided to the Company for the provision of the Services.

7. Client Monies

The company will issue sales invoices to the Client once the week's payroll data has been processed. The Client will make payment of these invoices into a bank account, which has been designated as a client bank account. The client bank account will be operated by the Company in accordance with the rules on client accounts issued by the Institute of Accountants of England and Wales and as such the funds are to be held separately from the assets of the Company. The required payment will be made by the Client to ensure funds are received in the account by 12noon Thursday at the latest. The Company will transfer the funds out of the client account into its main account on the Friday morning once it has received confirmation from the Client that it is authorised to do so. If no authorisation is received, the Company will be entitled to make the transfer provided it has paid the relevant representatives as shown on the payroll data supplied to the Client.

8. Retention of records

8.1 During the course of our work we will collect information from you and others acting on your behalf and will return any original documents to you as soon as is practicable following the provision of our services. You should retain them for 6 years from the 31 January following the end of the tax year.

8.2 Whilst certain documents may legally belong to you, unless you tell us not to, we intend to destroy correspondence and other papers that we store that are more than seven years old, other than documents that we consider may be of continuing significance. You must tell us if you require retention of any document.

9. Employment of Staff

Both the Company and Client agree not to hire, make offers of employment, or use under a contract for or of services, whether directly or indirectly, or in any capacity, the permanent staff of either the Client and Company respectively either during the terms of this agreement and for a period of 12 months following the termination of this agreement.

For the avoidance of doubt, this clause excludes any contractors/ candidates/ Temporary Workers that are engaged by the Client via a Contract for Services, and which the Company provides Payroll Services to.

10. Payment and Fees

The fees and payment terms are as specified in Schedule C of this agreement.

11. Limitation of Liability

11.1 The Company will provide the professional services outlined in this agreement with reasonable care and skill. However, the Company will not be responsible for any losses, including but not limited to, penalties, surcharges, interest or additional tax liabilities, arising from the supply by the Client or others of incorrect or incomplete information, or the Clients or others' failure to supply any appropriate information or its failure to act on the Company's advice or respond promptly to communications from the Company or the tax authorities.

11.2 The Client and the Company agree to hold harmless and defend the each party against any misrepresentation supplied to the each party orally or in writing in connections with this agreement. The Client and the Company agrees that it will not bring any claim in connection with this agreement against any of the Client's or the Company's employees on a personal basis.

11.3 The Company's liability under this entire agreement shall be limited to £100,000 in any one or series of incidents.

12. Contracts (Rights of Third Parties) Act 1999

12.1 A person who is not a party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person, which exists or is available otherwise than pursuant to that Act.

12.2 Any advice given to the Client by the Company is for the sole use of the Client and does not constitute advice to any third party to whom the Client may communicate it to. The Company accepts no responsibility to third parties for any aspect of the Company's services or work that is made available to any such third parties.

13. Termination of this Agreement

13.1 Without prejudice to any other power of termination the Client may terminate the Contract in writing with no less than three calendar months notice for any of the following reasons:

13.1.1 The Company makes any material breach of contract which, where such breach is capable of remedy, the Client has failed to remedy following receipt of notification from the Company stating its intention to terminate the Contract and requiring such breach to be remedied within a reasonable period;

13.1.2 The failure by the Company to make commission payment to the Client (detailed in Schedule C) within 7 days;

13.1.3 The Company ceases or proposes to cease to carry on his business;

13.1.4 The Company becomes bankrupt, or makes a composition or arrangement with its creditors or has a proposal in respect of its company for a voluntary arrangement for a composition of debts or a scheme or arrangement approved in accordance with the Insolvency Act 1986;

13.1.5 The Company has an application made under the Insolvency Act 1986 to the Court for the appointment of an administrative receiver;

13.1.6 The Company has a winding up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding-up passed;

13.1.7 The Company has a provisional liquidator, receiver or manager of its business or undertaking duly appointed;

13.1.8 The Company has possession taken, by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in or subject to the floating charge;

13.1.9 The Company is in circumstances which entitle the Court or a creditor to appoint, or have appointed, a receiver, a manager, or administrative receiver, or which entitle the Court to make a winding up order;

13.1.10 There is a change of control of the type referred to in Clause 15 (Merger, Take-over or Change of Control), and the Client has not agreed in advance in writing to the particular change of control, save that in this event the Client shall give one month's notice in writing to the Company.

13.2 Either party may at any time for any reason terminate the Contract by giving at least three months' written notice to the other party.

13.3 Upon termination of this agreement:

13.3.1 The Company agrees to share with the Client any relevant information necessary to facilitate the continuous payment of contractors/ candidates/ Temporary workers including, but not limited to P45 forms, final payroll figures, expenses claims to date and correct tax coding for each contractor/ candidate/ Temporary Worker.

13.3.2 The Client agrees to give the Company access to any relevant paperwork to enable the Company to comply with audit requests including, but not limited to, timesheets and copies of contractor/ candidate/ Temporary Workers' proof of ID and address.

14. Exclusive Appointment

The Client is not required to engage the sole and exclusive services of the Company as specified in the terms of this agreement and can appoint any other person to provide the same or similar services to the Company.

15. Systems Maintenance and Disaster Recovery

The Company agrees to have in place proper procedures to safeguard the data maintained on behalf of its Clients. Including but not limited to;

- a) All data will be backed up on a daily basis
- b) Month end back up tapes will be taken and permanently stored off-site
- c) In the case of a major disaster, systems will be restored within 24 hours

The Company limits its liability under this clause 16 to £100,000 in any one or series of incidents.

16. Severance

If any of the clauses within this Agreement or the schedules, which form part of the Agreement, is found by a court to be void or unenforceable, it shall be deemed to be deleted from this Agreement and all other clauses shall remain in force.

17. Proper Law

This agreement shall be governed and construed in accordance with English Law and the parties hereto irrevocably submit to the exclusive jurisdiction of the English Courts of Law.

Signed by the Company

Signed by the Client

Name: **Andrew Johnston**

Position: **CEO**

Signed: 

SCHEDULE A

Payroll

The Company shall provide the following services:

1. Receive timesheets from Client on a weekly/fortnightly/monthly basis and input all data required to calculate the net pay for all candidates that supply a timesheet to client and any supporting documentation required to calculate the net pay.
2. Candidates can either be paid under the PAYE, Umbrella schemes, CIS, Bureau or Hybrid.
3. Production and issue of all weekly, fortnightly or monthly payslips to candidates.
4. Preparation and submission of BACS transmissions for payment of earnings into contractor's bank accounts.
5. The calculation, where necessary of PAYE, NI, WTFC, SMP, SSP and holiday pay for all relevant candidates where applicable.
6. Processing and completion and issue of P45s to all relevant persons.
7. Dealing with all pay enquiries from contractors.
8. Dealing with Inland Revenue pay and Tax enquiries

SCHEDULE B

Reporting

The Company shall provide the following services:

1. Each week the Company will provide a report/invoice to the Client in a pre agreed format on the total payroll.

SCHEDULE C
Fees and Payment
Terms

1. Invoices are due upon receipt. No salaries will be paid until cleared funds have been received from the Client.
 2. Should payment be delayed, the Company reserve the right to charge £35 + vat per employee payment per day until funds have been received.
 3. Eligible Statutory Payments will be invoiced on a week-by-week basis for all qualifying workers.
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SCHEDULE D
Service Level
Agreement

The Company agrees to:

1. Pay all candidates each week that supply a valid and authorised timesheet to the Company by the agreed deadline agreed.
2. Provide any required reporting to the Client within timeframe agreed.
3. Respond to all candidate or Client queries within agreed SLA of registering the query or if a query cannot be answered an expected time to resolve the query.
4. Respond to all HMRC and third party enquiries within a reasonable time period normally acceptable by them.

The Client agrees to:

1. Provide the Company access to all relevant identification and right to work information as required by UK Borders and Immigration.
2. Supply all relevant information to the Company in a timely manner pertaining to:
 - a. New Contractors registration details as specified in the ePayMe registration forms
 - b. Relevant tax information including either a relevant P45/46
 - c. Changes to assignment schedules
 - d. Contract and candidate terminations