

█/05/2021

Dear █

Welcome Letter

In order for us to pay you each week, we must have your signed 'Contract for Services' that has been sent to you with this letter. We require you to sign and return this agreement to show your acceptance to be paid. Please sign on page 6 of the contract and attach a copy of your passport, driving license or birth certificate with proof of National Insurance, to us at admin@numbermill.co.uk or fax to 0333 121 2002. If you decide to post it, please be aware this could result in a delay.

If you have supplied us an email address on your registration we will send you a link to access your online portal, this will allow you to submit weekly expenses and view your pay history. When you open the link, you will be given a User Name and prompted to create a password. Please keep this information safe.

The online portal home page has the details of our expenses policy. Please read this document to ensure you are aware of our process and your responsibilities. Furthermore, understanding the expense policy will enable you to maximise your take home pay compliantly.

On a weekly basis you will need to send the recruitment agency your completed and signed timesheet within their deadlines to ensure funds are sent to us without delay. Late timesheets may not be paid until the following week. If you do not have online access to the NumberMill expense portal, then you can confirm your expenses via our text message expense claim service once you have agreed with the text message expense claim declaration attached to this letter.

As your needs change, we will be happy to help you evaluate those needs and offer you the services that will help you achieve your new goals. Again, thank you for choosing NumberMill.

Sincerely,

Signed on behalf of
NM PCFS Limited



Contract for Services

Important: This is a legally binding document between us. Read it carefully, and let us know if there is anything you disagree with or you do not understand. This contract establishes legal rights and obligations for both of us.

This contract is agreed on [REDACTED]/05/2021 between:

- A. NM PCFS Ltd (NM No. 9681715) of 2nd Floor Cassiobury House, 11-19 Station Road, Watford, WD17 1AP ("NM"), and

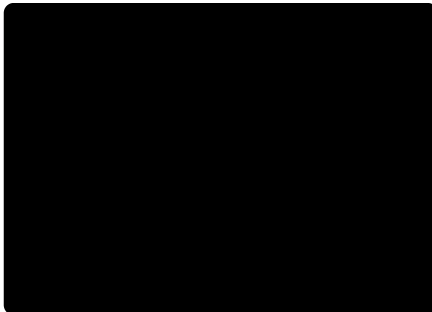
"You"

First Name

Surname

Address

Postcode



Background

1. NM tenders for and is appointed by its clients to provide services ("the Contractor Services").
2. NM engages with operatives to assist in the provision of the services (the "Services").
3. You have the necessary skills, abilities, licences and clearances (whether provided by You or any of Your Staff) which will be made available to NM.
4. Under these terms You have the right to use substitutes, Your own employees or hired assistants ("Staff") to provide the Services.
5. You agree that where You provide the Services to NM in the furtherance of the provision of the Contractor Services then the terms and conditions in this agreement will apply ("the Contract").

Unless varied or amended or otherwise agreed between You and NM (whether verbally or otherwise) in accordance with the specific provisions of this Contract, these written terms and conditions shall apply throughout this Contract.

The Services

6. You will provide services to NM. The scope and extent of the Services will be agreed verbally between us from time to time or will be confirmed in written assignment schedules generated by NM or NM's client.
7. Subject to clause 11, You will ensure that the Services are provided to the standard expected by NM and NM's client as well as complying with any standards specified in any assignment schedule that is generated from time to time.
8. You and Your Staff will comply with any relevant health and safety procedures, security measures and site timescales.
9. NM will notify You of the site or premises where the Services will be provided, and You will provide the Services at the location specified by NM. NM or NM's client will retain the control of the site or premises.
10. The provision of tools and equipment and any associated charges, costs and maintenance will be agreed from time to time between You and NM depending on the nature of the Services. NM does not anticipate that You will be required to provide major tools or items of equipment for the provision of the Services.



Responsibility for the Services

11. NM will not supervise, direct or control the manner in which You provide the Services. You will have discretion as to the methods used to provide the Services.
12. You will be responsible for the provision of the Services under this Contract (whether provided by You or by Your Staff).
13. Where required by the Services, You warrant that You have the necessary clearances and licences to provide the Services. You will inform NM immediately where any of these clearances or licences are revoked, rescinded, invalidated, suspended or are not operational.
14. You are responsible for the rectification of any defective work or damage caused by You or Your Staff. NM will have sole discretion as to whether You rectify the defective work or whether You are required to bear the cost of another party rectifying any defective work. Where You are required to bear the cost of any rectification then You agree that NM can deduct the cost of rectification from any monies owed by NM to You.
15. Under this Contract You are responsible for the Services and You are responsible for ensuring that the relevant insurance policies including, but not limited to, public liability insurance are in place to cover the provision of Services.
16. You agree that whilst NM has insurance in place to cover its own liabilities this does not extend to covering Your own liability for the Services.

Provision of the Services

17. You will provide the Services yourself or by utilising Staff to provide the Services. Your Staff may be rejected by NM only if in the reasonable opinion of NM Your Staff do not possess the necessary skills or qualifications to carry out the Services.
18. You will ensure that Your Staff have the necessary clearances and/or licences to provide the Services. You will notify NM immediately where any of the said licences are revoked, rescinded, invalidated, suspended or are not operational.
19. There shall be no contractual or financial relationship between NM and Your Staff. You are solely responsible for arranging payments to any Staff that You engage to provide the Services.
20. You are responsible for ensuring that NM or where more practically appropriate NM's client is informed of the fact that Staff are utilised to provide the Services in order to ensure that health and safety and on-site security measures are complied with.
21. Where You utilise Staff to provide the Services then You are responsible for the Services that Your Staff provide, and You are responsible for ensuring Your Staff's compliance with these terms.
22. You agree that You are responsible for remedying any defective work done by any Staff that You engage to provide the Services. You agree that NM has discretion as to how said defective work is remedied and that the costs of said remedy can be deducted from any monies that NM owes You.
23. You are responsible for any statutory payments (including but not limited to holiday pay and sick pay where appropriate) that are due to any Staff engaged by You to provide the Services. You agree to indemnify NM from any costs or losses resulting from any claims that any Staff may make against NM for such payments.
24. You are responsible for how You engage any Staff and You are responsible for any tax and National Insurance contributions due on any payments to Your Staff. For the avoidance of doubt the deduction of tax and National Insurance by NM from payments made to You in no way creates or implies an obligation on NM to administer or collect the tax and National Insurance Contributions of Your Staff.
25. You may be able to claim the use of Staff as an expense in accordance with NM's expenses policy.
26. At all times during the currency of this Contract You will at NM's request provide any information relating to the provision of the Services, complete timesheets, expenses claims forms or any other documents the NM may request. This obligation applies whether or not You are currently providing Services to NM.



Extent of this engagement

27. This Contract can only be terminated in accordance with clause 46.
28. NM will use all reasonable endeavours to provide work to You for the duration of this Contract until it is lawfully terminated, and You will undertake the work that is offered. NM does not guarantee that there will always be work available to You. NM does however guarantee that You will be offered at least 336 hours of work over any complete 12 month period from the date of commencement of this Contract.
29. Subject to clause 30, for the duration of this Contract You agree to accept work when offered by NM and to provide Services (You may utilise Staff to do so) in accordance with the terms of this Contract when required by NM to do so.
30. If You are unable or unwilling to accept work or to provide Services or Staff, You must notify NM as soon as is reasonably practicable. In such circumstances this Contract will remain in force and You will continue to be bound by the remaining terms and conditions, in addition to which You agree to keep NM informed on an ongoing basis as to Your availability.

Billing, fees and payment

31. You do not have to submit tenders for the Services.
32. NM and You will negotiate and agree the rate for the Services, the frequency and the method of payment from time to time. You will be paid after You or Your Staff provide Services.
33. The rate agreed by the parties is the fully inclusive rate payable by NM to You and includes any costs incurred by You relating to Your Staff.
34. NM operates a self-billing invoice system and will provide You with a statement at a frequency agreed between You and NM from time to time. This statement shall constitute a self-billed invoice for the Services. You do not have to raise a separate invoice for the Services.
35. For the avoidance of doubt only NM and You can agree the rate for the provision of the Services between us. Any rates specified on schedules issued by NM's client are the rates for the Contractor Services and do not apply to the Services provided by You under this Contract.
36. NM may at its discretion pay You any reasonable expenses incurred by You in the provision of the Services. NM will only pay expenses in accordance with its expenses policy and in any event NM retains absolute discretion as to whether to make any payment of expenses, and in what amounts.
37. See clauses 39, 40 and 41 for the treatment of this Contract for tax purposes.

Status of this engagement

38. Under this Contract you will not be an employee or a worker of NM for general statutory employment rights purposes.
39. The tax and National Insurance rules applied by HM Revenue & Customs are not the same as for general statutory employment rights purposes. Under this Contract all payments to You for the Services will constitute employment income, but for tax and National Insurance purposes only.
40. Therefore in accordance with HMRC rules and NM's client's requirements, NM will deduct PAYE and Class 1 National Insurance Contributions from payments for Services made by NM to You. NM will also account to HMRC for Secondary Class 1 National Insurance Contributions on all payments for Services made to You by NM under this Contract. You agree to this treatment and to the deduction of these amounts from any payments made by NM to You.
41. The above clauses 39 and 40 apply for the express and limited purposes of HM Revenue & Customs' treatment of this engagement. For tax purposes only, this engagement constitutes employment under Section 4 of the Income Tax (Earnings and Pensions) Act 2003 ("ITEPA").



42. Otherwise than as explicitly specified under this Contract You are a self-employed operative. You have no contractual entitlement to sick pay, nor to any other payment during periods when Services are not provided including where the Services are cancelled by NM or by NM's client.
43. You do not have any statutory right to paid holiday.
44. Except as mentioned in clauses 39 and 41 for the express purpose of ITEPA, the parties agree that the relationship between them is not one of employer and employee and that You are not engaged as a worker by NM.
45. You are not entitled to participate in NM's or NM's client's grievance and disciplinary procedure.

Termination of this contract

46. This Contract may be terminated by either party giving the other one week's notice.
47. For the avoidance of doubt if You stop providing Services this Contract will continue to remain in force until terminated by either You or NM in writing.
48. This Contract is exclusively between NM and You and does not represent or imply a contract between NM and Your Staff or between NM's client and You or Your Staff.
49. You acknowledge that there is no agreement between NM and NM's Client for the exclusive provision of You or Your Staff.

Miscellaneous

50. You confirm that You have read and understood the terms and conditions of this Contract and have had the opportunity to discuss this Contract with any person or professional adviser You consider necessary before signing.
51. Both parties agree this is intended to be a legally binding contract governing the nature of the contractual relationship between them.
52. Both parties agree that, with the exception of verbal agreements referred to in this Contract, these terms and conditions represent the whole agreement between them. No variations may be made to these terms unless agreed in writing by both parties.
53. Should NM fail to enforce or apply any of the rights that it has under this Contract, it shall not be construed that NM approves or agrees to any breach of contract or that it loses its rights to enforce the terms of this Contract in full at any time now or in the future.
54. The Headings used in this Contract are for ease of reference only and are not intended to be interpreted as part of the terms agreed between the parties. References to the masculine include the feminine. References to the singular include the plural.
55. A person who is not party to this Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
56. The parties agree that this Contract is governed by the laws of England and is subject to the exclusive jurisdiction of the English courts.



THIS IS A LEGALLY BINDING DOCUMENT:

The parties agree that they have read and understood the terms above and that they are a true reflection of the agreement between the parties and that both parties have had the opportunity to seek advice prior to the agreement of these terms. In particular NM relies upon your agreement that the following statements are true:

- I. You have the right to send a suitably qualified substitute to provide the Services.
- II. You are responsible for the Services provided.

By entering into this Contract the parties warrant that the above statements and the Contract in its entirety are true and acknowledge that the above statements have been relied upon by NM and any future declaration by You that contradicts the above statements or the Contract will render You liable for any costs or losses suffered by NM as a result of said declaration.

For and on behalf of NumberMill

Signed by

[Redacted signature]

Trading Name (if any):

[Redacted trading name]

Signed:

[Redacted signature]

Signed:

[Redacted signature]

Date: [Redacted] 05/2021

Date: [Redacted] 05/2021