

Subcontractor's Acknowledgements

1. I apply to be registered as an independent Subcontractor available to undertake and complete works for Workwell Solutions Ltd T/A Workwell Contractor Solutions.
2. I understand that I will undertake all work on behalf of Workwell Solutions Ltd T/A Workwell Contractor Solutions, and subject to, their Standard Terms and Conditions as notified to me from time to time.
3. I warrant to Workwell Solutions Ltd T/A Workwell Contractor Solutions that I am self-employed and in business on my own account and that I will remain self-employed and in business on my own account during any engagement with Workwell Solutions Ltd T/A Workwell Contractor Solutions. I agree to indemnify Workwell Solutions Ltd T/A Workwell Contractor Solutions from all and any claim, loss or costs that it may suffer from whatever source arising directly or indirectly from any breach by me of this warranty.
4. I warrant that I am not a 'worker' for the purposes of the Working Time Regulations 1998 and accordingly Workwell Solutions Ltd T/A Workwell Contractor Solutions shall not be required to reserve funds for holiday pay. I agree to indemnify Workwell Solutions Ltd T/A Workwell Contractor Solutions from all and any claim, loss or costs that it may suffer from whatever source arising directly or indirectly from any breach by me of this warranty.
5. I further warrant that I am not an 'agency worker' within the scope of the Agency Worker Regulations 2010. I agree to indemnify Workwell Solutions Ltd T/A Workwell Contractor Solutions from all and any claim, loss or costs that it may suffer from whatever source arising directly or indirectly from any breach by me of this warranty.
6. In relation to payments due for any Project that I may undertake for Workwell Solutions Ltd T/A Workwell Contractor Solutions, I understand that Workwell Solutions Ltd T/A Workwell Contractor Solutions will:
 - (i) deduct such sums as may be required from time to time under the terms of the Construction Industry Scheme;
 - (ii) deduct a sum agreed with me for each Project in respect of their retained income from the sums due to Workwell Solutions Ltd T/A Workwell Contractor Solutions for work completed on Projects on which I have been engaged.
7. I acknowledge that I will deduct my business overheads from the payments I receive from Workwell Solutions Ltd T/A Workwell Contractor Solutions for any Project as I am working on a self-employed basis.
8. I acknowledge that Workwell Solutions Ltd T/A Workwell Contractor Solutions will agree to undertake and complete building works for the Clients of Agencies with whom I may have been in discussions.
9. I acknowledge that I am responsible to Workwell Solutions Ltd T/A Workwell Contractor Solutions for ensuring prompt delivery of signed timesheets or other Project completion documents as required to Workwell Solutions Ltd T/A Workwell Contractor Solutions and to the Agency or the Clients of the Agency as the case may be which must arrive, in any event, NO LATER than 4 pm on Monday following the end of the week worked.
10. Workwell Solutions Ltd T/A Workwell Contractor Solutions may maintain my personal details as computer records. They may disclose my information to any third parties and their professional advisors, agents and where applicable Government agencies for all purposes connected with the contract entered into between Workwell Solutions Ltd T/A Workwell Contractor Solutions and myself. I understand and consent to the fact that personal data about me may be processed outside the European Economic Area by Workwell Solutions Ltd T/A Workwell Contractor Solutions or the parties to whom they disclose this information. Workwell Solutions Ltd T/A Workwell Contractor Solutions may keep my information for a reasonable period of time and contact me in the future for such reasons as Workwell Solutions Ltd T/A Workwell Contractor Solutions shall in its sole and absolute discretion determine including making me aware of offers from selected third parties. Should I wish to prohibit my personal information being shared with third parties in this manner I shall notify Workwell Solutions Ltd T/A Workwell Contractor Solutions in writing.
11. I hereby opt out of the Conduct of Employment Agencies and Employment Business Regulations 2003 (if applicable) and I hereby acknowledge that unless and until I notify Workwell Solutions Ltd T/A Workwell Contractor Solutions to the contrary in writing Workwell Solutions Ltd T/A Workwell Contractor Solutions shall be entitled to assume that I continue to be opted out in respect of all Projects.

Warning

I understand that if Workwell Contractor Solutions fails to receive all the necessary documentation, this may result in a delay in it making payment to me.

Agreement

1. Names of Parties
 - 1.1 THE CONTRACTOR: **Workwell Solutions Ltd T/A Workwell Contractor Solutions (Company number 046206624) of International House, Kingsfield Court, Business Park Chester CH4 9RF**
 - 1.2 THE SUBCONTRACTOR: **The individual whose details appear on the Subcontractor Registration Document that accompany these terms and conditions who has agreed to provide services to the Contractor as a self-employed subcontractor.**
2. Basis of Contract
 - 2.1 The Contractor has entered into or will from time to time enter into Agreements with contractors and or agents acting on behalf of contractors ('the Clients') who operate under the Construction Industry Scheme ("CIS"), designed to govern the terms on which Works will be conducted by the Contractor for the Clients.
 - 2.2 The Subcontractor is in business on his own account as an independent concern and has skills and abilities and can offer services which may be of use to the Contractor from time to time.
 - 2.3 The Works to be undertaken by the Contractor for the Clients will generally be defined by Project Specifications created and agreed by the Clients and or the Contractor from time to time.
 - 2.4 The Contractor and the Subcontractor are entering into this Agreement in order to agree the Standard Terms and Conditions which will apply to all or any work carried out by the Subcontractor for the Contractor as agreed by the parties hereto from time to time.
3. Definitions and Interpretations
 - 3.1 The definitions and rules of interpretation applicable to this Agreement are set out in clause 1 of the Conditions.
4. Creation of Projects
 - 4.1 Either the Contractor or the Subcontractor acting on behalf of the Contractor may approach Clients with a view to the Contractor providing services to the Clients on the basis that the Subcontractor may undertake all or part of the services required.
 - 4.2 Whenever possible the Agreement for the provision of the Works shall be evidenced by a Project Confirmation that shall be subject to the Conditions.
 - 4.3 For the avoidance of doubt it is agreed that the Contractor is not nor shall it be under any obligation to find work or services for the Subcontractor to perform, nor will it otherwise be or become the agent of the Subcontractor for any purpose.
5. Engagement
 - 5.1 The Contractor and the Subcontractor hereby agree that where the Subcontractor agrees with the Contractor to provide the Works to a Client on behalf of the Contractor, the Contractor will issue a Subcontractor Project Confirmation in relation thereto.
 - 5.2 The Contractor will make or cause to be made the payments and deliver or cause to be delivered the obligations on its behalf set out in the Conditions and or in the Subcontractor Project Confirmation.
 - 5.3 The Subcontractor hereby opts out of the Conduct of Employment Agencies and Employment Business Regulations 2003. The Subcontractor acknowledges that unless and until

- the Subcontractor notifies the Contractor to the contrary in writing the Contractor shall be entitled to assume that both the Contractor and the Subcontractor are opted-out of the Conduct of Employment Agencies and Employment Business Regulations 2003.
- 5.4 This Agreement shall apply to all work undertaken by the Subcontractor for the Contractor irrespective of any period during which no work is being undertaken.

- 5.5 Notwithstanding any other provision of this Agreement, nothing in this Agreement confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.
- 5.6 The Subcontractor will complete all work for the Contractor on and subject to the terms of the relevant Subcontractor Project Confirmation and the Conditions.
- 5.7 This Contract shall be governed by and construed in accordance with the Laws of England.

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 The following terms shall have the following meanings for the purposes of this Agreement:
- 1.1.1 'Client(s)' has the meaning set forth in clause 2.1 of the Agreement;
- 1.1.2 'Conditions' means the provisions set out below which shall be incorporated into this Agreement in their entirety;
- 1.1.3 'Confidential Information' means all confidential information in relation to the organisation, finances, processes, specifications, methods, designs, formulae, technology, business activities and all other technical business and similar information of and relating to the Contractor, or the Clients and their respective customers and suppliers and all designs, drawings, blueprints, data, specifications, manufacturing processes, testing procedures, working drawings, instructions, flowcharts, coding, source or object codes or any other material relating to or compromising documents or software which form part of the Project;
- 1.1.4 'Contract Sum' means the gross sum received by the Contractor for work undertaken by the Subcontractor on the Contractor's behalf;
- 1.1.5 'Intellectual Property' means any intellectual property acquired or developed in respect of the service (whether or not capable of registration) including but not limited to designs, trade marks, copyright and patents;
- 1.1.6 'Notice' means notice complying with the terms of clause 11;
- 1.1.7 'Project(s)' means the overall undertaking within which the specific Works to be provided by the Subcontractor are to be provided;
- 1.1.8 'Project Objective' means the particular objective of the Works as set out in the Subcontractor Project Confirmation
- 1.1.9 'Project Specification' means the detail of the Works to be undertaken by the Subcontractor as set out in the Subcontractor Project Confirmation;
- 1.1.10 "Retained Income" means the sum to be deducted and retained by the Contractor out of the Contract Sum as specified on the Subcontractor Project Confirmation. Unless some other time period is expressly stated as to the frequency with which the Retained Income shall be deducted and retained by the Contractor this shall happen weekly
- 1.1.11 'Subcontractor Project Confirmation' means the form so titled and employed for the purpose by the Contractor from time to time;
- 1.1.12 'Term' means from the date hereof until termination of this Agreement under clause 12.
- 1.1.13 'the Works' means the work to be undertaken by the Subcontractor for a Client of the Contractor as detailed in the Subcontractor Project Specification;
- 1.2 Headings contained in the Agreement and the Conditions are for reference purposes only and should not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate.
- 1.3 The neuter or singular gender throughout this Agreement shall include all genders and the plural and the successor in title to the parties.
- ## 2. THE PROJECT
- 2.1 The Subcontractor is engaged on an independent self-employed and professional basis and is not entitled to statutory employment law rights for periods when the Services are not provided to the Contractor in any circumstances.
- 2.2 The Subcontractor in the course of his business agrees to supply the expertise necessary to complete the Works.
- 2.3 The Subcontractor agrees to carry out the Works in a professional workmanlike manner at all times and to complete the Works in compliance with the Subcontractor Project Confirmation.
- 2.4 The Subcontractor shall be or shall take reasonable steps to

- become a registered cardholder under the Construction Skills Certification Scheme or to qualify under an equivalent recognised qualification scheme.
- 2.5 The Contractor shall not control, nor have any right to control, the manner in which the Subcontractor is to perform the Works.
- 2.6 The Subcontractor will use his own initiative as to how the Works are to be carried out and will have flexibility as to the time worked on site, but will nonetheless assist the Clients of the Contractor by making all reasonable attempts to work within an overall agreed basis, within regulatory requirements, will observe Health & Safety Regulations and will comply with all reasonable site operational matters relating to safety at, and site security of, the Project.
- 2.7 The Subcontractor is not obliged to seek permission from the Contractor to leave a site at any time but if requested to do so by the Contractor will maintain a time sheet record of time on site for the specific purposes of Health & Safety legislation, or other site operational requirements.
- 2.8 Materials and equipment will be provided by the Subcontractor only where specifically agreed with the Contractor. The Contractor and Subcontractor agree that this is a contract for services essentially in respect of labour only, and the parties recognise that materials and equipment can generally be sourced and supplied more economically by the Contractor or the Client for whom the Works are to be performed.
- 2.9 The Subcontractor will be responsible for bearing the costs of acquisition and maintenance of transport.
- 2.10 The Subcontractor will be responsible for providing his own uniform and personal protection equipment ("PPE") unless there are site specific and/or regulatory requirements which determine that they should be provided on their behalf.
- 2.11 Prior to agreeing to undertake any railway related Works the Subcontractor agrees that as a minimum they shall obtain and maintain a valid Sentinel Personal Track Safety card and such other accreditations as may be required in order for them to carry out those Works. The Subcontractor will provide to the Contractor a copy of their Sentinel Personal Track Safety card on request or such replacement certification as the Contractor may reasonably require from time to time.
- 2.12 The Subcontractor warrants that their last piece of work was not as an employee of the end client carrying out similar work.

3. DELEGATION AND LIMITATION

- 3.1 The Subcontractor may, at his absolute discretion, send a substitute or delegate to perform the Works. The right to send a substitute or delegate is unfettered and unlimited and agreement of the Contractor is not required in any circumstances, nor does notice of sending a substitute or delegate need to be given to the Contractor. If working in the Security Industry, the Subcontractor must ensure that where a substitute or delegate is sent that the substitute or delegate holds a current and valid manned guarding licence for Security Guards as required and defined by the Private Security Industry Act 2001 (as amended from time to time). The Subcontractor will provide to the Contractor a copy of a substitute or delegates manned guarding licence upon request by the Contractor. If working on rail related Projects, the Subcontractor must ensure that where a substitute or delegate is sent that the substitute or delegate holds a current and valid Sentinel Personal Track Safety card and such other accreditations as may be required in order for them to carry out those Works. The Subcontractor will provide to the Contractor a copy of a substitute or delegates Sentinel Personal Track Safety card.
- 3.2 Where a substitute or delegate is sent by the Subcontractor the Contractor shall have no contractual or financial relationship with the substitute or delegate.

The Subcontractor is solely responsible for arranging payments to the substitute or delegate and the substitute or delegate is answerable only to the Subcontractor.

- 3.3 The Subcontractor may, at his absolute discretion, hire his own assistant in order to complete the Works. Such hired assistant will be answerable solely to the Subcontractor and the Contractor shall have no contractual or financial relationship with the hired assistant. Payments to the hired assistant will be the sole responsibility of the Subcontractor.
- 3.4 Notwithstanding any substitution delegation or the engagement of assistant the Subcontractor shall remain wholly responsible for carrying out and completing the Works.
- 3.5 The Subcontractor is free to undertake other contracts for services for other parties at any time, before, after, or concurrently with this contract for services.
- 3.6 The Contractor acknowledges and agrees that it does not have first call on the services of the Subcontractor and cannot require the Subcontractor to give the Contractor any priority over another customer of the Subcontractor.
- 3.7 The Subcontractor may advertise his services in any way he sees fit and the Contractor shall not raise any objection provided that such advertising shall make no reference to the relationship between the Contractor and the Subcontractor.
4. **LIABILITY**
- 4.1 Defective work by the Subcontractor, his substitutes or hired assistant will be corrected by the Subcontractor at his own cost or in his own time or at the election of the Contractor shall be compensated by an appropriate reduction in the Contract Sum or other monetary compensation.
- 4.2 The Subcontractor will be liable to pay for the repair or replacement of any property, plant, equipment or materials he damages.
- 4.3 The Subcontractor shall be liable to pay all costs, claims and demands arising from his failure to comply with the terms of this contract, the terms of the Subcontractor Project Confirmation, whether as to hours, place, nature or quality of work, or otherwise.
5. **FUTURE WORK**
- 5.1 The Contractor is not obliged to offer ongoing contracts or Projects to the Subcontractor nor is the Subcontractor obliged to accept such contracts or Projects if offered. Specifically both parties accept that they do not wish to create or imply any implied mutuality of obligations whatsoever, at any time, either during or in between any individual contract for services.
6. **INSURANCE AND SAFETY**
- 6.1 The Subcontractor acknowledges that he has legal risk in respect of public liability and would benefit from public liability insurance and professional indemnity insurance automatically arranged by the Contractor in respect of each Project on which the Subcontractor is engaged in accordance with these Conditions.
- 6.2 The Subcontractor acknowledges that it is in his best interests to benefit from insurance cover for Personal Accident, as may be arranged by the Contractor from time to time in respect of any Project on which the Subcontractor is engaged in accordance with these Conditions.
- 6.3 Accordingly the Contractor will endeavour to arrange for itself and to include the Subcontractor Public Liability, Professional Indemnity and Personal Accident cover in respect of each Project.
- 6.4 The Subcontractor undertakes that in relation to the Project he will where appropriate to the Project duly comply with the Construction (Design and Management) Regulations as in place from time to time and will provide all such information to the Contractor and or the Clients as may reasonably be required for the preparation of any health and safety plan.
7. **THE CONTRACT SUM**
- 7.1 The Contract Sum or the applicable time worked, types and rates required to calculate the Contract Sum shall be set out in the Subcontractor Project Confirmation.
- 7.2 The Subcontractor will not be entitled to receive payment for cancelled Works or where a site is closed due to inclement weather.
- 7.3 The Contractor shall pay the amount due to the Subcontractor in instalments as soon as practical after the Contract Sum shall have been received from the Client or an Agency acting on behalf of the Client.
- 7.4 The Contractor and the Subcontractor agree that the payment of

each instalment shall be calculated by reference to the Contract Sum in accordance with the terms agreed by the Contractor and the Subcontractor in the Subcontractor Project Confirmation.

- 7.5 The Subcontractor agrees that in accounting for each instalment the Contractor shall deduct from the Contract Sum:-
 - (i) all tax and other deductions required by law;
 - (ii) the Retained Income.
- 7.6 Payment Advices detailing monies paid to the Subcontractor and any deductions made shall be given to the Subcontractor by the Contractor by e-mail or via the Secure Members Area.
- 7.7 Any overpayments or sums paid in error by the Contractor to the Subcontractor shall be repayable by the Subcontractor in full on demand together with interest. If the Subcontractor fails to pay the Contractor any sums due and payable on time and in full the Contractor may refer the matter to debt collection agents which will incur costs. Any costs incurred to collect a debt from the Subcontractor shall be added to the debt plus VAT at the prevailing rate. The Subcontractor shall be liable to pay the Contractor any such costs and payment of the same shall be a legally binding obligation on the Subcontractor. The Subcontractor shall also pay interest at the prevailing rate under the late Payment of Commercial Debts (Interest) Act 1998 which interest is payable both before and after any judgment of the court and continues to accrue until the debt is paid in full.
8. **TAXATION AND THE CONSTRUCTION INDUSTRY SCHEME**
- 8.1 The Contractor and the Subcontractor agree that they will conduct their business relationship in accordance with the requirements of the Construction Industry Scheme as amended from time to time and the obligation of the Contractor to make payments to the Subcontractor is subject to the provisions of the Scheme.
- 8.2 Subject thereto the Subcontractor agrees that as an independent person in business on his own account he is responsible for his own Income Tax and National Insurance.
9. **SUBCONTRACTOR'S ORGANISATION AND INDEMNITY**
- 9.1 The Subcontractor hereby warrants that he is in business on his own account and that he has or will notify HM Revenue & Customs of his intention to trade.
- 9.2 The Subcontractor will be responsible for bearing the expenses of an accountant, business stationery and any other incidentals of being in business on his own account.
- 9.3 The Subcontractor agrees to comply with the Contractor's self-billing procedures and obligations as more detailed in Schedule 1 attached to and forming part of these Conditions.
- 9.4 The Subcontractor, being in business on his own account will have his own business stationery and business card and will, if requested by the Contractor, supply a specimen for the Contractor's records.
- 9.5 The Subcontractor will at all times represent himself as an independent Subcontractor and will in no circumstances represent himself or seek to hire himself out as an agent or a servant or an employee of the Contractor or the Client.
- 9.6 The Subcontractor warrants that he is not a 'worker' for the purposes of the Working Time Regulations 1998 and any subsequent amendments and accordingly the Contractor has no need to reserve funds for holiday pay.
- 9.7 The Subcontractor warrants that he is not an 'agency worker' within the scope of the Agency Worker Regulations 2010.
- 9.8 The Subcontractor hereby agrees to indemnify the Contractor against all and any claims, losses, costs and liabilities that the Contractor may suffer from whatever source arising directly or indirectly from any breach of the Subcontractor's warranties set out in this clause 9.
- 9.9 The Subcontractor hereby warrants that he will notify the Contractor if his circumstances change from those as set out in the answers the Subcontractor gave to the Contractor when completing the last self-employment checklist for the Contractor.
- 9.10 The Subcontractor warrants that he will notify the Contractor immediately upon ceasing a Project and/or immediately upon commencing a new Project.
- 9.11 The Subcontractor agrees to co-operate with the Contractor at all times and complete self-employment checklists whenever requested by the Contractor.

9.12 If working in the Security Industry the Subcontractor

warrants that he holds a current and valid front line manned guarding licence as required and defined by the Private Security Industry Act 2001 (as amended from time to time) and will immediately notify the Contractor if his manned guarding licence is the subject of any restrictions or is cancelled/withdrawn.

9.13 If working on rail related Projects, the Subcontractor warrants

that he holds a current and valid Sentinel Personal Track Safety cards and such other accreditations as may be required in order for them to carry out those Works and will immediately notify the Contractor if any of these are subject to restrictions or is cancelled or withdrawn.

9.14 The Subcontractor warrants to the Contractor that he is not integrated into the business of the Contractor

10. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

10.1 All Confidential Information supplied by the Contractor, and or the Client during the term of any Project, to the Subcontractor or which comes to the Subcontractor's knowledge or attention while providing such services to the Contractor in relation to the Project and which relates to the business of the Contractor, or the Client, shall:-

10.1.1 be treated as secret and confidential by the Subcontractor;

10.1.2 not be used or copied by the Subcontractor for any purpose other than the performance of his obligations under the Project;

10.1.3 not be disclosed by the Subcontractor to any third party without the prior written consent of the Contractor

10.2 The Subcontractor shall return to the Contractor or the Client as directed by the Contractor all such documents or other materials and data or other information (including copies) on request or on termination or expiry of the Project (whichever is the earlier).

10.3 The provisions of Clause 10.1 shall not apply to information which is already in the public domain (except as a result of any default by the Subcontractor) or becomes known by the Subcontractor from a source other than the Contractor or the Client as appropriate without breach of this contract, or is ordered to be disclosed by any court or competent body

10.4 The Subcontractor shall not disclose any interests of any kind arising as a result of the Project by way of advertisement or publicity without the prior written consent of the Contractor

10.5 The Subcontractor shall comply with any other confidentiality requirements which may reasonably be imposed by the Client or the Contractor

10.6 The Contractor, or the Client as appropriate, shall retain the ownership of all Intellectual Property of whatever nature in all documents or other information and devices or processes provided or created by the Subcontractor in the performance of the Works or otherwise in relation to the Project.

10.7 In the event that any allegation or claim is made against the Contractor for a violation or infringement of any patent, copyright,

registered design or other form of Intellectual Property rights held by a third party as a result of the Subcontractor's actions the Subcontractor will indemnify the Contractor against all claims whatsoever made against the Contractor and hold it harmless from any loss or damage including all costs and expenses arising directly or indirectly out of such allegation or claim.

11. NOTICES

11.1 All notices to be given under this Agreement shall be in writing and shall either be delivered personally or sent by first class or airmail prepaid post or by telex, cable, facsimile transmission, email or SMS txt and shall be deemed duly served:

11.1.1 in the case of a notice delivered personally, at the time of delivery;

11.1.2 in the case of a notice sent inland by first class prepaid post, 2 clear business days after the date of dispatch;

11.1.3 in the case of a notice sent overseas by airmail, 7 business days (being business days in the place to which the notice is dispatched) after the date of dispatch; and days (being business days in the place to which the notice is dispatched) after the date of dispatch; and concerned set out in this Agreement or to such other address as that party shall have previously notified to the sender.

12. GENERAL

12.1 This contract for services and or any Project can be immediately

terminated by the Contractor in its sole and absolute discretion by giving notice to the Subcontractor to this effect. The Subcontractor is not entitled to partake in any grievance procedure.

12.2 The Subcontractors engagement on any Project shall terminate immediately upon the termination (for any reason) of the Contractor's engagement on the Project.

12.3 This contract for services may not be terminated by the Subcontractor during the course of any Project but may otherwise be terminated by him on providing reasonable written notice to the Contractor

12.4 The Subcontractor is not entitled to receive any company benefits or partake in any pension run by the Contractor

12.5 Both parties hereby acknowledge that they have had on opportunity to take independent legal advice before signing this contract for services.

12.6 Nothing in this contract shall be interpreted so as to create any authorisation for the Contractor to act as the agent of the Subcontractor whether on a disclosed or undisclosed basis.

12.7 Both parties acknowledge that the contract for services as evidenced by the Subcontractor Project Confirmations, this Agreement and the Conditions together constitute the whole Agreement governing the contractual relationship between them with the exception of any subsequent document signed by both the Contractor and the Subcontractor and shall be in substitution for any previous Agreement entered into between the parties.

SCHEDULE 1 - SELF-BILLING

The Contractor Shall:

1. Issue self-billed invoices for all supplies made to it by the Subcontractor until the earlier of termination of the Agreement between the Contractor and Subcontractor or receipt of written notice by the Subcontractor bringing the self billing aspects of the Agreement only to an end;
2. Complete self-billed invoices showing the Subcontractor's name, address and VAT registration number, together with all other details constituting a full VAT invoice;
3. Make a new self-billing agreement in the event that their VAT registration number changes;
4. Inform the Subcontractor if the issue of self-billed invoices is outsourced to a third party

The Subcontractor shall:

1. Accept invoices raised by the Contractor on their behalf until the earlier of termination of the Agreement between the Contractor and Subcontractor or receipt of written notice by the Subcontractor bringing the self billing aspects of the Agreement only to an end;
2. Not to raise sales invoices for the transactions covered by this Agreement;
3. To notify the Contractor immediately if they:

- change their VAT registration number;
- cease to be VAT registered;
- sell their business, or part of their business.