

# CONTRACT FOR SERVICES

## Self-Employed Sole Trader/Independent Contractor for BlocSquared

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### 1. DEFINITIONS

1.1 In this Contract for Services the following definitions apply:

**“Assignment”** Means the period during which the Contractor is engaged by the Company to render services and/or work.

**“Contractor”** Means the Contractor engaged by the Company to provide services and/or work.

**“Company”** Means BlocSquared Ltd - registered office: 85 Great Portland Street, First Floor, London, W1W 7LT

1.2 Unless the context requires otherwise references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3 The headings contained in the Contract for Services are for convenience only and do not affect their interpretation.

### 2. THE CONTRACT

2.1 These terms constitute the contract between the Company and the Contractor upon being signed on behalf of the Contractor and govern Assignments undertaken by the Contractor with the Company.

2.2 No variation or alteration to the terms shall be valid unless approved in writing by a Director of the Company.

### 3. PURPOSE

3.1 The purpose of this agreement is not to establish an employment relationship, but to define the extent under which the relationship between the Contractors allows for there to be a contract for services, to work as and when requirements allow.

3.2 You are not entitled to any paid leave of absence for reasons of sickness, injury or holiday or for any other reason from the Company. (You are advised

to make your own sick pay and pension arrangements).

3.3 You are not entitled to any of the statutory rights extended to an employee as defined by Section 230 of the Employment Rights Act 1996 and set out in that Act as a whole.

### 4. ASSIGNMENTS

4.1 The failure by the Company to provide suitable Assignments for the Contractor shall not give rise to any liability on the part of the Company. The Contractor recognises that there may be periods between Assignments when no Assignments are available.

4.2 The Contractor shall not be obliged to accept an Assignment offered by the Company, nor is the Company obliged to offer such Assignments to the Contractor.

4.3 Specifically both the Contractor and the Company declare that no mutuality of obligation whatsoever is created or implied either during the course of this contract for services or during any period when Assignments are not available.

4.4 Upon the acceptance by the Contractor of an Assignment, the Company shall supply the Contractor with an assignment confirmation specifying the duration of the Assignment, the agreed rate for the Assignment and any other relevant information.

### 5. PAYMENTS

5.1 Payments are made by or before the 15<sup>th</sup> of the following month that monies fall due. A submission of an invoice from the Contractor for the prior months' work completed will be assumed but is not a necessity for payment as BlocSquared will provide a self-billing document. Any such invoices should bear the Contractor's name, company registration number, VAT number, and should state any VAT due to invoice. (if necessary or applicable) Such invoices must be received by the Company by no later

than the 5<sup>th</sup> day of the following month to which they relate.

## **6. FEES**

- 6.1 The Contractor will receive payment from the Company for an Assignment at the rate specified in the assignment confirmation note, including VAT (where appropriate).
- 6.2 The Contractor shall be responsible for any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of its employees, officers, or delegate(s) any Assignment.
- 6.3 All payments will be made to the Contractor inclusive of all fees & taxes.

## **7. LIABILITY**

The Contractor shall be liable for any loss, damage or injury to any party resulting from the negligent acts or omissions of its delegate(s) during an Assignment. If appropriate, the Contractor shall ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance and any other suitable policies of insurance in respect of the Contractor and its delegate(s) during an Assignment and shall make a copy of the policy available to the Company upon request.

## **8. CONTRACTOR'S OBLIGATIONS**

- 8.1 The Contractor agrees on its own part and on behalf of its delegate(s) as follows:
- (i) Not to engage in any conduct detrimental to the interests of the Company which includes any conduct tending to bring the Company into disrepute or which results in the loss of custom or business.
  - (ii) To take all reasonable steps to safeguard the safety of any person who may be affected by its actions on the Assignment.
  - (iii) To comply with any rules or obligations in force at the premises where services are performed during Assignments to the extent they are reasonably applicable.

(iv) To furnish the Company with any progress reports as may be requested from time to time.

(v) To notify the Company forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition.

- 8.2 The Contractor has the unfettered and unlimited right, at its absolute discretion, to send a substitute or delegate to perform the works or to hire assistance to complete the works. The agreement of the Company is not required in any circumstances, nor does notice of sending a substitute or delegate or hired assistance need to be given to the Company. In the event that the Contractor sends a substitute or delegate or hires assistance, the Contractor will be solely responsible for the payment and control of the substitute or delegate or hired assistance and the Company will have no legal, contractual or financial relationship with such substitute or delegate or hired assistance.

- 8.3 The Contractor may undertake work for any other organisation at any time, whether before, during or after this Assignment, and the undertaking of such work will not preclude the Company offering the Contractor additional Assignments (if applicable) as and when they become available. The Company acknowledges and agrees that the Contractor cannot be required to give the Company any priority over any other client.

- 8.4 The Contractor may advertise their services on and off site and sign-write their own vehicles and equipment in any way the Contractor sees fit without any objection by the Company.

## **9. DIRECTION AND CONTROL**

- 9.1 The Contractor will not work under the direction and control of the Company and is free to use their own initiative in completing the agreed works. The Contractor will have flexibility with regard to hours worked and where the work is conducted, but will nonetheless assist the Company by making all reasonable attempts to work within agreed overall deadlines. In addition the Contractor is expected to observe Health and Safety Regulations regarding working hours and to comply with any required procedures for any

potential site security or recording attendance for the specific purposes of Health and Safety legislation or other potential site operational requirements.

9.2 The Contractor acknowledges that they are in business on their own account and are not part and parcel of the Company's business. The Contractor will at all times represent themselves as an Independent Contractor and will in no circumstances represent or hold themselves out as a servant, employee or worker of the Company.

## 10. ACKNOWLEDGEMENT

The Contractor acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by the Contractor for the Company during the Assignment shall belong to the Company.

## 11. COMPUTER EQUIPMENT WARRANTY

The Contractor shall ensure that any computer equipment and associated software, which it provides to its delegate(s) for the purpose of providing the services, contains anti-virus protection with the latest released upgrade from time to time.

## 12. CONFIDENTIALITY

12.1 In order to protect the confidentiality and trade secrets of the Company and without prejudice to every other duty to keep secret all information given to it or gained in confidence, the Contractor agrees on its own part and on behalf of its delegate(s) as follows:

- (i) Not at any time whether during or after an Assignment (unless expressly so authorised by the Company as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or confidential information of the Company;
- (ii) To deliver up to the Company (as directed) at the end of each Assignment all documents and other materials created by it or its delegate(s) during the course of the Assignment;
- (iii) Not at any time to make any copy, abstract, summary or précis of the

whole or any part of any document or other material belonging to the Company except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Company as appropriate.

12.2 In relation to Clause 12.1 (i) above it is expressly agreed that the Contractor's obligations as therein set out shall remain in full force and effect and shall remain fully enforceable by the Company notwithstanding the termination or assignment of this agreement.

## 13. TERMINATION

Either party for whatever reason can immediately terminate this Contract for Services and no notice is required to be given.

## 14. EQUALITY, INCLUSION AND DIVERSITY

14.1 The Contractor recognises that discrimination is unacceptable and equality of opportunity is a feature of the Contractor's practices and procedures.

14.2 The aim of the policy is to ensure no person is discriminated against either directly or indirectly on the grounds of race, colour, ethnic or national origin, religion and belief, sex, marital status, sexual orientation, gender reassignment, age or disability.

14.3 The Contractor maintains a neutral working environment in which no person feels threatened or intimidated. The Contractor is obliged not to act in a discriminatory fashion towards the Company's employees, workers or other Contractor's.

14.4 The Contractor will endeavour to ensure that selection decisions will not discriminate, whether consciously or unconsciously in making these decisions, and that a consistent, non-discriminatory approach to the selection of Contractor is applied.

## 15. DATA PROTECTION

The Contractor will act as a Data Processor as defined by data protection legislation being the General Data Protection Regulation and the

Data Protection Act 2018 on behalf of the Company in regard to the processing of Personal Data, including without limitation in relation to Clients and Special Categories of Personal Data (terms which are defined by data protection legislation). Please read the Annex in relation to your data processing activities.

The Company collects and processes certain types of data about you and does so in line with data protection legislation. Please read the Company's Privacy Notice which can be found on [BlocSquared.com](https://www.blocSquared.com) for more information about the types of data processed and the reasons for the processing,

including special categories of data and criminal convictions.

## **16. LAW**

These terms are governed by the law of England, Scotland & Wales and are subject to the exclusive jurisdiction of the Courts of England, Scotland & Wales.

# ANNEX TO CONTRACT FOR SERVICES – DATA PROTECTION

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## 1. DATA PROTECTION LEGISLATION COMPLIANCE

To ensure compliance under the Act, and in recognition of the relationship of the parties of Data Controller and Data Processor, the Contractor will comply with the provisions set out in this Annex.

In this Schedule the following expressions will have the following meaning unless inconsistent with the context:

<b>“the legislation”</b>	The General Data Protection Regulation and the Data Protection Act 2018
<b>“the Company”</b>	BlocSquared Ltd
<b>“the Contract”</b>	The Contract for Services of which this Annex forms a part.
<b>“the Services”</b>	The services to be provided by the Contractor to the company under the Contract for Services
<b>“Personal Data”</b>	As defined in the legislation
<b>“Special Categories of Personal Data”</b>	Personal Data which relates to an individual's race, ethnic origin, political or religious beliefs or opinions, physical or medical health or condition, membership of a trade union and sexual life. It also includes any offences or alleged offences committed or legal proceedings.
<b>“Data”</b>	Personal Data and Special Categories of Personal Data.

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## 2. CONTRACTOR'S OBLIGATIONS

- 2.1 The Contractor will process the Data for the purpose of providing the Services or on any other instructions from the Company and not further or otherwise. The Contractor will at all times process Data in accordance with the legislation and will not contravene any statute, regulation or generally accepted code of good practice in providing the Services to the Company.
- 2.2 The Contractor will keep the Data confidential, and ensure that appropriate technical or organisational measures are in place to protect against the unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.
- 2.3 The Contractor will maintain complete and accurate records to enable the Company to satisfy itself of the Contractor's compliance with paragraph 2.2 above.

- 2.4 The Contractor will not allow any third party access to, or use of, the Data without prior written consent of the Company. However, if the Contractor appoints any third party, or any other agent, contractor, to which Data will be disclosed to enable the third party to perform its appointment in relation to the relevant Data Subject(s), the third party shall be bound (in advance) by equivalent written terms (also directly enforceable by the Company) to the terms set out in this Schedule, and/or terms as advised by the Company from time to time. The Contractor shall not appoint any sub-processor of data otherwise.
- 2.5 The Contractor will not, and shall procure that all relevant third parties will not, process Data outside of the European Economic Area without the prior written consent of the Company.
- 2.6 The Contractor will co-operate as far as is reasonable with the Company in complying with any subject access request and/or responding to any enquiry made, or investigation or assessment of processing initiated by the Information Commissioner in respect of Data. The Contractor will immediately notify the Company if any individual asks for access to Data, or if contacted by the Information Commissioners Office in relation to the Data.
- 2.7 The Contractor will comply with the Company's Data Protection policies in all respects, including provisions relating to data retention.
- 2.8 The Contractor will at all times comply with any instruction given by the Company regarding Data, including in relation to Data Subject rights on erasure, restriction etc.
- 2.9 The Contractor will notify the Company without delay upon discovery of a Data breach and will comply with all reasonable requests from the Company with regard to investigation and other actions to be taken as a result of the discovery.
- 2.10 The Contractor will only keep Data at the Company premises or as otherwise agreed in writing with the Company from time to time.
- 2.11 The Contractor will not use for his own advantage of any third party, or disclose to any third party, any Data which comes into his possession as Contractor unless this is necessary for the purpose for which the Contractor has been provided the Data in their capacity as Contractor. The Contractor is not restricted from disclosing to a Court or other body having similar authority or pursuant to Government or other regulations (if any) any Data which the Contractor is compelled to disclose to such a body.
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### **3. GENERAL PROVISIONS**

- 3.1 The Contractor understands that the obligations set out in this Schedule will remain binding on the Contractor notwithstanding termination of the Contract.
- 3.2 Except as required for performance of the Contract and consideration of the particular matter in question, the Contractor will not retain any copy, abstract, précis or summary of any of the Data.
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### **4. SECURITY GUIDELINES**

- 4.1 Information must only be processed by computer in accordance with relevant IT policies notified by the Company to the Contractor, from time to time.
- 4.2 Paper documents containing Data including printouts must be locked away in secure filing systems when not in use.
- 4.3 Paper documents that are no longer required for the genuine needs of the Contractor should be destroyed securely (especially paper documents with special categories of Personal Data), preferably by way of shredding before disposal.

- 4.4 Discretion must be exercised where Data is processed. Access to any area holding Data or where it is being processed or in view must be restricted. Equipment used such as computers shall be located so screens and/or other means of viewing Data are kept away from areas of public view, such as windows.
  - 4.5 Reasonable measures must be taken to ensure that no unauthorised person is able to read processed data.
  - 4.6 Data must not be sent by electronic mail without first obtaining prior written approval from the Company.
  - 4.7 On termination of the Contract, all Data must be returned to the Company (whether in whole or part) unless instructed otherwise by the Company and documents or other media (including external memory devices) containing Data returned to BlocSquared
  - 4.8 The Contractor agrees to indemnify the Company in respect of all and any loss, damage, liability, costs and/or expenses suffered by the Company from any direct or indirect breach or negligent performance or failure in performance by the Contractor of the terms of this Annex.
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## **5. DATA TO BE PROCESSED**

Bloc buyer name (i.e. customer), Bloc business name & address, (& potentially bank details)

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## **6. TYPES OF PERSONAL DATA**

Bloc buyer name (i.e. customer), Bloc business name & address, (& potentially bank details)

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## **7. CATEGORIES OF DATA SUBJECT**

'prospective customers' & 'existing customers'