

INDEPENDENT CONTRACTOR AGREEMENT

Terms and Conditions of Business



THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is dated the date of email, purchase order, or letter of intent from the client.

CLIENT Any customer or company whom supplies email, purchase order, or letter of intent to carry out works for them (the "Client")

CONTRACTOR **Vendcare Limited 16 Badger Way, Birkenhead, Prenton, Wirral. CH43 3HQ** (the "Contractor")

BACKGROUND

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1A. The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client. A. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement. B. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"): • Remedial works on new build housing; and • Remedial works for warranty providers.

1B. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

2. TERM OF AGREEMENT

The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.

3. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days' written notice to the other Party.

4. 5. In the event that either Party breaches a material provision under this Agreement, the non - defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

6. This Agreement may be terminated at any time by mutual agreement of the Parties. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.
7. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
8. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.
9. The Contractor will charge the Client for the Services as follows (the "Payment"): • Contract sum.
10. 11. Invoices submitted by the Contractor to the Client are due within 30 days of receipt. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Payment to the date of termination provided that there has been no breach of contract on the part of the Contractor.
12. The Contractor will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and the Contractor will indemnify the Client in respect of any such payments required to be made by the Client.
13. The Contractor will be solely responsible for the payment of all remuneration and benefits due to the employees of the Contractor, including any National Insurance, income tax and any other form of taxation or social security costs.
14. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.
15. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
16. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
17. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use licence of this Intellectual Property.
18. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.
19. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

20. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

21. Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

22. In the event that the Contractor hires a sub-contractor: • the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor. • for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

23. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

24. Independent Contractor Agreement Page 3 of 6 NO EXCLUSIVITY NOTICE INDEMNIFICATION MODIFICATION OF AGREEMENT TIME OF THE ESSENCE ASSIGNMENT Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

25. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services. 26. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses: or to such other address as either Party may from time to time notify the other. The Client a. Vendcare Limited 16 Badger Way, Birkenhead, Prenton CH43 3HQ, UK b.

27. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

28. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

29. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

30. The Contractor will indemnify their work in the form of a fixed period of warranty on minor works (< £30,000.00) the warranty shall extend for 24 months from the completion date of the works. For major contracts (< £30,000.00) the warranty shall extend for a period of 5 years subject to defects liability on a product

31. Where the Client disputes previous works that have been invoiced and closed, monies cannot be withheld from open orders or completed works not yet paid. In the event of a dispute this must be raised and remain separate. If found to be defective the contractor will be given the opportunity to rectify their work prior to formal recoveries.

32. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

33. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

34. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

35. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

36. This Agreement will be governed by and construed in accordance with the laws of England. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

37. The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Signed on behalf of Vendcare Limited

Signature:



Jonathan Miller

Position: Operations Director

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REGISTERED OFFICE CHRISTOPHER HOUSE, 94B LONDON ROAD, LEICESTER. LE2 0QS
COMPANY REGISTERED IN ENGLAND NUMBER 2190975 ESTABLISHED 1987