

**Annex A****1. Off-Payroll Working Rule**

1.1 In this paragraph, the following expressions mean:

<b>Contractor</b>	means any individual delivering, or forming part of, the SOW Deliverables (or any part of them)
<b>Intermediary</b>	means any “intermediary” (as defined in section 61M ITEPA) in respect of which any of Conditions A – C within section 61N ITEPA are met
<b>ITEPA</b>	Income Tax (Earnings and Pensions) Act 2003
<b>Off-Payroll Working Rules</b>	means the provisions of Chapter 10 of Part 2 ITEPA relating to the engagement of workers through intermediaries and the provisions of Social Security Contributions (Intermediaries) Regulations 2000/727 (or, in each case, any other provisions under any law having like effect)
<b>Status Determination</b>	means a status determination pursuant to, and for the purposes of, the Off-Payroll Working Rules
<b>SOW Deliverables</b>	means any Deliverables to be provided under the relevant Statement of Work
<b>Tax</b>	means income tax, employee national insurance contributions and employer national insurance contributions (in each case whether or not required to be accounted for under the PAYE rules of the United Kingdom) and any equivalent tax, contribution or similar obligations elsewhere, together, in each case, with all related penalties and interest

- 1.2 Subject to paragraph 1.3 below, the Supplier warrants and undertakes to the Buyer that (i) each Contractor will be directly engaged exclusively as an employee of the Supplier for the purposes of and when delivering any SOW Deliverables (with all required Tax being withheld, deducted and/or accounted for in respect of any payments or other benefits provided to that Contractor) and (ii) that it is not, nor will at any time be, an Intermediary of any Contractor.
- 1.3 The Supplier warrants and undertakes to the Buyer that no Contractor will deliver their services through an Intermediary of that Contractor without the Supplier having first obtained the written consent of the Buyer to such Contractor doing so (such consent being at the absolute discretion of the Buyer).
- 1.4 Promptly upon request from the Buyer, the Supplier shall provide (or procure provision) to the Buyer of all such evidence, information and assistance as the Buyer reasonably requires in order to confirm that the warranties and undertakings given by the Supplier in paragraphs 1.2 and 1.3 are, and remain, true, accurate and correct in all respects.
- 1.5 The Buyer shall be entitled to make any deductions in respect of Tax, from any payments to the Supplier, which it reasonably considers are required to be made as a result of, or connection with, the application of the Off-Payroll Working Rules.
- 1.6 In respect of each Contractor or the SOW Deliverables (or any part of them), promptly upon request from the Buyer, the Supplier shall provide (or procure provision) to the Buyer of all such information and assistance as the Buyer reasonably requires in connection with the Off-Payroll Working Rules (including, but not limited to, such information or assistance as the Buyer

reasonably requires in order to assess whether or not the Off-Payroll Working Rules apply to the SOW Deliverables (or any part of them) and/or to any arrangements involving the performance of any services by any Contractor, to carry out any Status Determination or to comply with any other requirement or obligation it may have as a result of or in connection with the application of the Off-Payroll Working Rules).

1.7 In circumstances where the Supplier, any Contractor or any other person involved (directly or indirectly) in the supply of the SOW Deliverables (or any part of them) wishes to make any representations (or any further representations) to the Buyer that any Status Determination carried out by the Buyer is incorrect, the Supplier shall procure that any such representations are sent to the Buyer.

1.8 The Supplier warrants and undertakes to the Buyer that it shall:

1.8.1 immediately inform the Buyer if, at any time, it becomes aware of any new or additional fact, matter or circumstance, or any change in any fact, matter or circumstance, in each case, from which it appears that (a) the Off-Payroll Working Rules could apply or (b) any change may need to be made to any Status Determination previously carried out, in each case, in relation to the supply of the SOW Deliverables (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor, and the Supplier shall also procure that each Contractor will do the same; and

1.8.2 in circumstances where the Buyer has, in relation to any Contractor, determined that the condition in section 61M(1)(d) ITEPA is not met, manage the delivery of the SOW Deliverables (and any part of them), manage any arrangements involving the performance of any services by that Contractor, and do or not do (as the case may be) all such things as are necessary, in each case, to ensure that the condition in section 61M(1)(d) ITEPA is not met and remains not met, in relation that Contractor.

1.9 The Supplier warrants and undertakes to the Buyer that it shall, at all times, comply with any and all requirements or obligations it may have as a result of or in connection with the application of the Off-Payroll Working Rules to the provision of the SOW Deliverables (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor, including, but not limited, to any obligation to make any deductions for Tax, and shall procure the compliance of all other parties involved (directly or indirectly) in the supply of the SOW Deliverables (or any part of them).

1.10 The Supplier shall indemnify the Buyer, on demand and on an after-Tax basis, against:

1.10.1 any and all proceedings, claims or demands by any third party (including, but without limitation, HM Revenue & Customs and any successor, equivalent or related body);

1.10.2 any and all Tax and any other liabilities, losses, deductions, contributions or assessments; and

1.10.3 any and all reasonable costs or expenses and any penalties, fines or interest incurred or payable,

in each case, which arise as a result of, in consequence of, or otherwise in connection with, (i) the Supplier, at any time, being in breach of any of the warranties or undertakings given in paragraphs 1.2, 1.3, 1.8 and/or 1.9 and/or (ii) the application of the Off-Payroll Working Rules to the provision of the SOW Deliverables (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor.

1.11 The provisions of clauses 26.2 – 26.6 of the Core Terms shall not apply to any claim under paragraph 1.10.