

**Client:** [Client name]

**Service Provider:** [Service Provider Name]

Date: [Date PDF generated]

## Definitions

**Substitute:** an alternative individual utilised by the Service Provider to provide the Services on the Service Provider's behalf to the Client in a case where the initial Personnel is unavailable for any reason, and the Client and the Service Provider agree that a Substitute is required.

**Main Contract:** The contractual agreement exhibit [full exhibit number and file name] that obliges the Service Provider to provide the Service Delivery to the Client. This could be a contract between Service Provider and Agent or Service Provider and Client.

**Agent:** An intermediary that has acted on behalf of the Client to engage the Service Provider on behalf of the Client and charges a fee for same. The Agent will have a contract with the Client in such a circumstance.

**Substitution:** The execution of the right of substitution by assignment of an alternative resource in place of the Personnel, this alternative resource to be defined as a Substitute, to provide the Service Delivery.

**Service Delivery:** The fulfilment of contractual obligations described in the Main Contract.

**Personnel:** the individual(s) that normally provide the Service Delivery.

**Right of Substitution:** the right stipulated by HMRC under IR35 legislation, of the Service Provider to provide a Substitute for the Personnel.

In signing this document, I declare that the right of the Service Provider to provide a Substitute for any Personnel in the Main Contract, included herewith, is acknowledged and accepted, with the following applicable terms and conditions when the Right of Substitution is being invoked:

1. The service delivery and liability obligations attributed to the Service Provider in the Main Contract will transfer in full to the Substitute and the Substitute's company in the event that a Substitution is executed.
2. This will always be supported by a legally binding contract between the Service Provider and the Substitute's company.
3. The Substitute will be paid by the Service Provider at rates agreed between the Service Provider and the Substitute.
4. The Service Provider remains ultimately responsible to the Client for the Service Delivery, during any period in which Service Delivery is performed by a Substitute.
5. The Service Provider will continue to be paid according to the terms specified in the Main Contract, for the Service Delivery provided by the Substitute.
6. The Client will have the opportunity to validate the credentials of the Substitute in terms of their suitability to perform the Service Delivery.

7. The Client will have the option to insist upon an alternative Substitute in any case where the Client reasonably demonstrates that the proposed Substitute poses a material risk that the Service Delivery will fall short of contractual obligations.
8. In the event that the Client insists upon an alternative Substitute under the reasonable grounds described in 7) above, the Service Provider shall be responsible for securing an alternative, more suitable Substitute.
9. The Service Provider shall ensure that any knowledge transfer or other preparation effort required to enable the Substitute to perform the Service Delivery, are executed at no additional cost to the Client.
10. In the event that difficulties encountered in securing a suitable Substitute, pose a material risk to the Client that Service Delivery will fall short of contractual obligations, the Service Provider will reasonably endeavour to provide an alternative solution, not excluding making their Personnel available for some part of the proposed Substitution.
11. In the event of any perceived or actual conflict or perceived or actual contradiction between any clause or combination of clauses in this agreement and the Main Contract or any other contractual agreement that governs the Service Delivery and/or governs the Right of Substitution, the clause or combination of clauses in this declaration shall take precedence.
12. For the avoidance of doubt, in any challenge to the presence of a genuine Right of Substitution between Service Provider and Client, this agreement is deemed to take precedence over any other contract or agreement between the Service Provider and the Client or between the Service Provider and the Agent or between the Agent and the Client or between any parties, that impacts or seems to impact any aspect of the presence of the Right of Substitution between the Service Provider and the Client.

Full name of signatory:

Role within Client:

Signed for Client

Date: (PDF generated)

Full name of signatory:

Role within Service Provider:

Signed for Service Provider:

Date: (PDF generated)