

Dear

## Thanks for choosing Parasol CIS. We're almost set up.

Thank you for your time today, . There's just a few more steps we need to do in order to get you set up.

1. Check your details (below)
2. Read and accept your Contract for Services with an e-signature on the last page
3. Read and accept your Privacy Notice
4. [Send us your ID](#)

Please check the details we have for you below are correct. If they are correct, please move onto reading and accepting the Contract for Services and Privacy Notice. If they are incorrect, please reply to this email with your updated details.

- **Name:**
- **Date of Birth:**
- **Address:**

You are or will be registered with HMRC as self-employed and you will have responsibilities to pay taxes as a self-employed worker. You should consider paying an estimated amount towards your likely income tax and national insurance on a monthly basis, or at least be putting aside sufficient cash to meet your tax liabilities when they fall due.

One of the benefits of working with Parasol is our unrivalled expertise in tax returns, which we can help you to complete and submit. If you would like to discuss your tax return now, please call us on 0208 570 1750, otherwise we will give you a call closer to the deadline to offer you our tax return service. If you object to us contacting you with regards to your tax return, please email [CIS@parasolgroup.co.uk](mailto:CIS@parasolgroup.co.uk)

CIS Contract February 2024 V1

[parasolgroup.co.uk](https://parasolgroup.co.uk)

Parasol Limited  
Company number: 03940716  
Registered office: 840 Ibis Court,  
Centre Park, Warrington, Cheshire, WA1 1RL  
(Registered in England and Wales).

You are entering into this contract on the basis that you are self-employed and that you have no employee or worker statutory rights e.g., holiday pay, AWR entitlement, Statutory Sick Pay, unfair dismissal rights. You are required to notify us immediately of any changes to your self-employed status.

Your acceptance of the contract shall be confirmed by your signature on the Contract for Services.

By accepting this contract, you are confirming that your last piece of work was not as an employee of the end client carrying out similar work.

If you have any queries, please do not hesitate to contact me.

Yours sincerely

Parasol Best Advice Team

01925 645 250

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Company number: 03940716  
Registered office: 840 Ibis Court,  
Centre Park, Warrington, Cheshire, WA1 1RL  
(Registered in England and Wales).

## Contract For Services

### 1. DEFINITIONS

#### 1.1 In this Contract the following definitions shall apply:

**“Agency”** means the person, firm or corporate body who is acting in the capacity of an Employment Business as defined by the Employment Agencies Act 1973;

**“Assignment”** means the period of any engagement to supply Services to the Contractor;

**“Assignment Schedule”** means any Assignment details whether agreed verbally or in writing;

**“Authorised Representative”** means any person authorised by the Client to validate expense claims, timesheets and/or invoices for the Sub-Contractor's Services;

**“Client”** means any person firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 requiring the Services of the Sub-Contractor;

**“Contractor”** means Parasol Limited a company registered in England and Wales under number 03940716 whose registered address is 840 Ibis Court, Centre Park, Warrington, Cheshire, WA1 1RL;

**“Contract”** means these terms and conditions together with any Covering Letter attached hereto or agreed between the parties from time to time;

**"Sub-Contractor"** means the Limited Company or individual who is a party to this Contract providing Services;

**"Fees"** means the net Fees payable in accordance with these terms which shall be payable by the Contractor to the Sub-Contractor in respect of the Services performed during the Assignment;

**"Force Majeure"** means an act of God including but not limited to fire, flood, earthquake, windstorm, tempest, inclement weather or other natural disaster; act of any sovereign including but not limited to war, invasion, act of foreign enemies, hostilities (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, civil war, labour lock outs, strikes and other industrial disputes, riots, commotion, disorder, destruction or damage to property by or under the order of any government or public or local authority or imposition of government sanction embargo or similar action; unforeseen or hidden physical features within or upon the premises or investigations by archaeologists; acts of terrorism; or any other cause or circumstance which prevents the due performance of the terms and provisions of this Contract and which is outside the control of the parties to this Contract;

**"Losses"** means all losses, liabilities, demands, damages, costs, expenses, claims, actions and proceedings (including all consequential, direct, indirect, special or incidental loss or punitive damages or loss, legal and other professional fees, cost and expenses, fines, penalties, interest

and loss of profit or any other form of economic loss (including loss of reputation) and "Loss" shall be construed accordingly.

**"Services"** means the particular services required by the Agency as notified to the Sub-Contractor by the Contractor from time to time;

## **1.2 Interpretation**

1.2.1 The headings contained in these terms are for convenience only and shall have no effect on the interpretation of this Contract.

1.2.2 Unless the Contract requires otherwise references to the singular include the plural and vice versa; references to a gender includes each other gender.

## **2. THE CONTRACT**

**2.1** This Contract, together with any covering letter, constitutes the terms agreed between the Contractor and the Sub-Contractor for the supply from time to time of the Sub-Contractor's Services to the Client and are deemed to be accepted by the Sub-Contractor by virtue of commencing work on any Assignment.

**2.2** This Contract replaces any other agreements or Contracts between the Contractor and Sub-Contractor in respect of any Assignment between the parties.

**2.3** Where there is any conflict between this Contract and any terms upon which the Sub-Contractor purports to trade, the terms of this Contract shall prevail.

**2.4** No variation or alteration of this Contract shall be valid or effective unless prior written approval is obtained from a Director of the Contractor and the Sub-Contractor, refers to this Contract and is duly signed or executed by, or on behalf of, each party.

**2.5** The Sub-Contractor may not assign, subcontract or encumber any right or obligation under this Contract, in whole or in part, without the Contractor's prior written consent.

**2.6** The Contractor is not obliged to offer future contracts or Assignments to the Sub-Contractor and if it does make any such offer, the Sub-Contractor is not obliged to accept any work or Assignments offered. Both parties agree that they do not intend to create or imply any mutuality of obligation between themselves either during or after an Assignment.

**2.7** Nothing in this Contract shall prohibit the Sub-Contractor from providing his services to any other person or organisation other than the Client or the Contractor during any Assignment (provided the provision of such services does not adversely affect the Sub-Contractor's obligation to provide Services under any Assignment) or following the completion or termination of the same.

**2.8** The expiration or termination of this Contract, howsoever arising, shall not operate to affect any of the provisions contained in Clauses 3, 6, 7, 10 and 11 which are hereby expressed to operate after such termination or expiration.

**2.9** At no point is it considered that the Sub-Contractor will be held to be an employee of the Contractor, Agency or Client and the Sub-Contractor confirms that he (nor any substitutes

provided by him pursuant to clause 9) shall not bring any proceedings or make any claims based upon an employer/employee relationship against the Contractor, Agency or Client.

**2.10** The Sub-Contractor is self-employed and is responsible for paying any relevant taxes. The Sub-Contractor must register with HMRC as self-employed. The Sub-Contractor warrants it carries out a profession or business undertaking and accordingly the Agency Worker Regulations 2010 do not apply to this Contract or any Assignments. The Sub-Contractor shall notify the Contractor immediately of any changes to the Sub-Contractor's self-employed status. The Sub-Contractor acknowledges that he is not entitled to any statutory employment rights or any payments associated with employment, including but not limited to holiday pay and sick pay.

**2.11** This clause relates to the Conduct of Employment Agencies and Employment Businesses Regulations 2003 ("Conduct Regulations").

**2.11.1** The Contractor does not provide work-finding services as defined under the Conduct Regulations, nor does it operate as an employment business as defined in section 13(3) of the Employment Agencies Act 1973. The Contractor is a work-seeker which is a company for the purposes of regulation 32(9) of the Conduct Regulations.

**2.11.2** The Contractor and the Sub-Contractor hereby agree that paragraphs (1) to (8) of regulation 32 of the Conduct Regulations shall not apply to any Assignments which the Sub-Contractor undertake (i.e the Contractor and the Sub-Contractor agree to opt out of the Conduct Regulations), unless the Assignment will involve the Sub-Contractor working with a vulnerable

person, in which case the Conduct Regulations will apply to that Assignment and it is not permissible to opt out. If that is the case, the Contractor will notify the Sub-Contractor in writing that the Conduct Regulations apply and that the Sub-Contractor has not opted out. Vulnerable person means any person who by reason of age, infirmity, illness, disability or any other circumstances is in need of care or attention, and includes any person under the age of eighteen.

**2.11.3** Subject to clause 21.11.2, the Sub-Contractor hereby authorises the Contractor to notify each relevant Agency of this agreement between the Contractor and the Sub-Contractor to opt out of the Conduct Regulations in relation to each Assignment where it is permissible to do so.

**2.11.4** If the Sub-Contractor does not wish to opt out of the Conduct Regulations, or wishes to opt back into the Conduct Regulations in the future, the Sub-Contractor should notify [contracts@parasolgroup.co.uk](mailto:contracts@parasolgroup.co.uk). The Sub-Contractor cannot change their Conduct Regulations status part way through an Assignment, so any request to opt back into the Conduct Regulations will not take effect until the end of that Assignment (if the Sub-Contractor is working on an Assignment at the time the request to opt back into the Conduct Regulations is made).

### 3. FEES

**3.1** The Sub-Contractor will receive payment from the Contractor for an Assignment at the rate specified in the Assignment Schedule for each day/hour worked where appropriate, less any Contractor's margin, taxes and other deductions for which the Contractor is responsible for under the provisions of this Contract or arising from any law or regulation which the Sub-Contractor hereby authorises the Contractor to deduct.

**3.2** The Contractor shall settle all approved invoices rendered by the Sub-Contractor relating to the provision of Services within 7 days of receipt of the same amount from the Agency or Client, unless otherwise agreed.

**3.3** Payment for the Services (which are not the subject of dispute) shall, subject to the terms of this Contract, be made by electronic transfer to the Sub-Contractor's bank account, details of which shall be provided to the Contractor by the Sub-Contractor and payment to which shall be a good discharge in respect thereof. The Sub-Contractor is responsible for providing the Contractor with up to date bank details. The Contractor shall not be liable for any loss arising from payments made to an incorrect account where written notification of any changes has not been received.

**3.4** The Sub-Contractor will not receive payment for any hours during which no Services are provided and will only receive payment for hours for which a valid timesheet signed by an Authorised Representative has been presented to the Contractor.

**3.5** As the Sub-Contractor is self-employed, the Contractor will not pay statutory sick pay, holiday pay, statutory maternity pay or contribution to a pension scheme to the Sub-Contractor or his substitutes.

**3.6** The Sub-Contractor shall indemnify the Contractor on a full indemnity basis and keep indemnified the Contractor in respect of any Loss or obligation and any related costs, penalties, expenses which the Contractor shall incur in the event that the Sub-Contractor, or any substitute provided, should seek to establish any liability or obligation on the Contractor on the grounds they are an employee of the Contractor. Further, the Sub-Contractor agrees on his own behalf and that of any substitutes

provided that neither he nor any substitute shall hold themselves out as being an employee or worker of the Agency or the Client.

**3.7** Any over-payment by the Contractor to the Sub-Contractor shall be a sum of money recoverable from the Sub-Contractor.

**3.8** The Sub-Contractor acknowledges to the Contractor that his services are supplied to the Contractor as an independent contractor and that accordingly the responsibility of complying with all statutory and legal requirements relating to the Sub-Contractor and any substitutes supplied (including any deductions in respect of Income Tax, National Insurance contributions and any other taxes not otherwise deducted by the Contractor) shall fall upon and be discharged wholly and exclusively by the Sub-Contractor

**3.9** Save in respect of death, personal injury or fraud, the Contractor's maximum liability under this Contract whether arising under any statute, in contract, tort, or otherwise shall, in respect of any claim or series of related claims, not exceed the value of the Contract.

#### 4. ASSIGNMENTS

**4.1** The Sub-Contractor warrants that he has the required level of skill, qualifications and training which the Client considers are necessary, or which are required by law, or by any professional body, to perform the Services and is legally entitled to work at the location at which the Services are to be performed.

- 4.2** The Sub-Contractor shall ensure that he maintains the skills, qualifications, certifications, licenses and permits necessary to fulfil the Contractor's obligations with the Client. The Sub-Contractor agrees to meet the cost of any training requirements.
- 4.3** The Sub-Contractor is not obliged to provide his Services for a minimum number of hours each day or week, however agrees to provide the Services to the Client in a timely manner and that milestone targets set by the Client are met.
- 4.4** The Services shall be performed at such location as the Client and Sub-Contractor may agree from time to time.
- 4.5** The Sub-Contractor is not subject (or subject to the right of) supervision, direction or control by the Contractor, Agency, Client or any other person as to the manner in which Services are provided.
- 4.6** The Sub-Contractor shall perform the Services with all reasonable skill and care and shall cooperate with the Client within the scope of the Assignment made by the Client.
- 4.7** Unless otherwise agreed, the Sub-Contractor agrees that he shall be responsible for providing his own tools and equipment which may be required to perform the Services at his own cost.
- 4.8** The Supplier shall ensure that all tools, equipment, materials or other items used in the provision of the Services are suitable for the performance of the same, in good condition and in good working order.

## 5. TIMESHEETS

**5.1** The Sub-Contractor shall complete such timesheets as provided each day the Services are provided, detailing the number of days worked.

**5.2** At the end of each week (or month as per the payment schedule agreed with the Client) of an Assignment (or at the end of the Assignment where an Assignment ends on a period of less than one week or is completed before the end of the first week) the Sub-Contractor shall deliver to the Agency/Client their timesheet duly completed to indicate the number of days worked by the Sub-Contractor during the preceding week and signed by an Authorised Representative of the Client. Such timesheets must be forwarded by the Sub-Contractor to the Agency within a mutually agreed time and in a form acceptable to the Contractor. Where instructed to do so, the Sub-Contractor should provide a copy of the timesheet to the Contractor for invoicing purposes;

**5.3** The Sub-Contractor authorised the Contractor to produce self-billed invoices for the period of Assignments or such other date that the Contract is terminated by either party. The Sub-Contractor further agrees:

- (a) upon the execution of this Contract, to provide the Contractor with a copy of its current VAT Registration Certificate (if applicable); and
- (b) to immediately notify the Contractor if there is any change in the Sub-Contractor's VAT registration number or the Sub-Contractor ceases to be VAT registered; and
- (c) not to raise sales invoices for the Services covered by this Contract; and

(d) to accept each self-billed invoice created by the Contractor in respect of the Services performed by the Sub-Contractor.

**5.4** The Sub-Contractor shall, save where there is a dispute as to time recordings in the time sheets referred to in clause 5.1, issue invoices to the Contractor.

**5.5** Invoices raised in accordance with this Clause 5 shall, where applicable, contain such details as shall be required from time to time to constitute a full and proper VAT invoice.

## 6. SUB-CONTRACTOR'S OBLIGATIONS

**6.1** The Sub-Contractor agrees:

- (a) to take all reasonable steps to safeguard himself and any other person affected by the Sub-Contractor's actions on the Assignment;
- (b) to comply with any rules or obligations relating to health, safety and security in force at the premises where the Services are being performed during Assignments;
- (c) to provide the Contractor, the Client or Agency with any progress reports which may be reasonably requested from time to time;
- (d) to notify the Contractor if the Sub-Contractor becomes insolvent, dissolved, subject to a winding up petition or bankrupt, subject to a bankruptcy order, has a receiver appointed over his property, enters into or makes a proposal to enter into any voluntary arrangement pursuant to the Insolvency Act 1986;
- (e) to comply with all the requirements of UK legislation applicable to the Sub-Contractor's self-employed status;

- (f) to notify the Contractor immediately upon expiration, revocation, suspension or any changes made to the Sub-Contractor's tax status or self-employed status;
- (g) to inform the Contractor immediately upon receipt of information which gives the Sub-Contractor reasonable grounds to believe that any person assigned to provide the Services under this Contract is unsuitable for any reason;
- (h) to provide adequate Public Liability Insurance and Professional Indemnity Insurance in respect of the Services both during an Assignment and shall make a copy of such policies (and proof of premiums paid) available to the Contractor, Agency or Client upon request;
- (i) to the processing of personal data in accordance with the Privacy Notice;
- (j) not to engage in conduct detrimental to the interests of the Client, Agency or Contractor;  
and
- (k) to comply with all relevant legal obligations, including but not limited to all statutory obligations.
- (l) to notify the Contractor if he has been previously employed by the Client.

## 7. WARRANTIES AND INDEMNITIES

**7.1** The Sub-Contractor shall be liable for any Loss, damage or injury to the Contractor, the Client and/or the Agency or any of their employees, workers, officers or representatives resulting from its acts or omissions during the Assignment.

**7.2** The Sub-Contractor agrees to be responsible for rectifying any faulty or defective work at his own cost.

**7.3** The Sub-Contractor shall indemnify and shall keep indemnified following termination of this Contract the Contractor in respect of all claims, costs, damages and Losses arising from the Sub-Contractor's failure to adhere to the terms of this Contract.

**7.4** If, in accordance with clause 9 below, the Sub-Contractor provides a suitably qualified substitute to perform the Services during this Assignment, the Sub-Contractor shall ensure that any such substitute has adequate Public Liability Insurance and Professional Indemnity Insurance and shall make a copy of such policies available to the Contractor, Agency or Client upon request.

**7.5** The Sub-Contractor shall deliver up to the Client or Contractor (as directed) at the end of the Assignment all documents, materials and equipment belonging to the Client which are in his possession or control.

**7.6** The Sub-Contractor warrants that he is genuinely operating in business on his own account and that he is not operating as a managed service company as defined in section 61B of the Income Tax (Earnings and Pensions) Act 2003.

**7.7** The Sub-Contractor shall indemnify and keep indemnified the Contractor against any Losses suffered or incurred by the Contractor by reason of any claims or demands by Her Majesty's Revenue and Customs and any successor or equivalent related body pursuant to any of the provisions of Chapter 9 and/or section 688A of the Income Tax (Earnings and Pensions) Act 2003 and/or any supporting or consequential secondary legislation relating thereto.

## 8. TERMINATION

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Parasol Limited  
Company number: 03940716  
Registered office: 840 Ibis Court,  
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(Registered in England and Wales).

**8.1** The Sub-Contractor may end the Assignment upon giving notice as set out in the relevant Assignment Schedule.

**8.2** The Contractor may without notice and without liability instruct the Sub-Contractor to cease work on an Assignment at any time where:

- (a) the Sub-Contractor has acted in breach of the rules and regulations in operation at the Client's place of work;
- (b) the Client reasonably believes that the Sub-Contractor has not observed any condition of confidentiality applicable to the Sub-Contractor from time to time;
- (c) the Client has requested the Sub-Contractor to leave the Client's place of work; or
- (d) for any reason the Sub-Contractor proves to be unsatisfactory to the Client;
- (e) the Sub-Contractor becomes insolvent, dissolved, subject to a winding up petition or bankrupt, subject to a bankruptcy order, has a receiver appointed over his property, enters into or makes a proposal to enter into any voluntary arrangement pursuant to the Insolvency Act 1986;
- (f) the Sub-Contractor is unable to perform the Services for 7 calendar days or more;

**8.3** The Contractor may terminate this Contract at any time by giving not less than 1 day's written notice to the Sub-Contractor.

**8.4** The parties acknowledge that the continuation of an Assignment is subject to the continuation of the contract entered into between the Contractor and the Agency. In the event that the contract between the Contractor and the Agency is terminated for any reason then all Assignments will cease with immediate effect without liability to the Sub-Contractor.

**8.5** The Contractor reserves the right to set off any amounts owed to the Contractor by the Sub-Contractor for which the Contractor would be liable should the Sub-Contractor fail to give adequate notice of termination as provided in the Assignment Schedule.

**8.6** Clause 8.5 shall continue in full force and effect after the termination of this Contract.

## 9. SUBSTITUTION

**9.1** The Sub-Contractor is not obliged to provide the Services of a named individual in respect of the Services and may provide a qualified and experienced substitute to perform the Services. The Sub-Contractor shall remain liable for the acts and/or omissions of any substitute.

**9.2** If the Sub-Contractor is unable to perform the Services for any reason, and a suitable substitute cannot be found then the Sub-Contractor should inform the Contractor as soon as is reasonably practicable and in any event within 48 hours of ceasing to provide the Services.

**9.3** In the event that the Sub-Contractor cannot find a substitute and notice of the same has been given to the Contractor, the Contractor shall be entitled to immediately terminate the Assignment but such termination shall not affect the Sub-Contractor's right to receive all Fees due up to and including the date of termination of the Assignment.

## 10. COPYRIGHT

**10.1** The Sub-Contractor acknowledges that all copyright, trademarks, patents and other intellectual property rights derived from the Services performed during the Assignment shall belong to the Client.

## 11. CONFIDENTIALITY

**11.1** In order to protect any confidential information and trade secrets of the Client, and without prejudice to any other duty to keep secret all information provided during the Assignment or which is gained in confidence, the Sub-Contractor agrees:

- (a) At any time whether during or after the Assignment not to disclose to any person or to make use of any trade secret or confidential information of the Client;
- (b) not to make a copy, abstract, summary, or précis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of its duties under the Assignment in which event the Sub-Contractor acknowledges that any such item are and shall remain the property of the Client.

## 12. GENERAL

**12.1** If either party is affected by Force Majeure it shall promptly notify the other party in writing of the nature and extent of the circumstances in question. Neither party shall be deemed to be in breach of its agreement or otherwise be liable to the other party for any delay in performance or the non-performance of any of its obligations under this Contract to the extent that the delay or non-performance is caused by the Force Majeure.

**12.2** A person who is not a party to this Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

**12.3** Nothing in this Contract shall be deemed to create a partnership between the parties.

**12.4** If any provision of this Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Contract and the remainder of the provision in question shall not be affected thereby.

**12.5** This Contract and any Covering Letter will be governed by, and construed in accordance with, the laws of England and Wales and is subject to the jurisdiction of the courts of England and Wales.

I have read, understood and accept the Contract for Services:

Signed on Behalf of Sub-Contractor	
Print Name	
Date	
Signed on Behalf of Parasol Limited	
Print Name	
Position	
Date	

## Privacy Policy

### WHAT IS THE PURPOSE OF THIS DOCUMENT?

Parasol Limited is committed to protecting the privacy and security of your personal information. This privacy notice describes how we collect, use and may share personal information about you during and after your working relationship with us, in accordance with the General Data Protection Regulation (GDPR). It applies to contractors providing services in the Construction Industry Scheme ("CIS").

Parasol is a "data controller." This means that we are responsible for deciding how we hold and use personal information about you. We are required under data protection legislation to notify you of the information contained in this privacy notice.

This notice applies to current and former contractors. This notice does not form part of any contract to provide services. We may update this notice at any time.

It is important that you read this notice, together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal information about you, so that you are aware of how and why we are using such information.

## DATA PROTECTION PRINCIPLES

We will comply with data protection law. This says that the personal information we hold about you must be:

1. Used lawfully, fairly and in a transparent way.
2. Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.
3. Relevant to the purposes we have told you about and limited only to those purposes.
4. Accurate and kept up to date.
5. Kept only as long as necessary for the purposes we have told you about.
6. Kept securely.

## THE KIND OF INFORMATION WE HOLD ABOUT YOU

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data). There are “special categories” of more sensitive personal data which require a higher level of protection. We may collect, store, and use the following categories of personal information about you:

- Personal contact details such as name, title, addresses, telephone numbers, and personal email addresses.
- Date of birth.
- Gender.
- Marital status.
- National Insurance number.
- Bank account details, payroll records including Unique Tax Reference (UTR) number and tax status information.
- Fees paid to you.
- Start date.
- Location of assignment or workplace.
- Copy of driving licence or passport.
- Copy of visa (if applicable).

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Parasol Limited  
Company number: 03940716  
Registered office: 840 Ibis Court,  
Centre Park, Warrington, Cheshire, WA1 1RL  
(Registered in England and Wales).

- Recruitment information (including copies of right to work documentation)
- Service title and description, work history, working hours, training records and professional memberships, where applicable.
- Information about your use of our information and communication systems.

We may also collect, store and use the following “special categories” of more sensitive personal information:

- Trade union membership, where applicable.
- Information about your health, including any medical condition.

### HOW IS YOUR PERSONAL INFORMATION COLLECTED?

We collect most of this personal information from you directly. However, we may also collect information from recruitment agencies, end-clients, consultants and other professionals we may engage, e.g. background check provider.

We will collect additional personal information in the course of job-related activities throughout the period of you providing services to us.

### HOW WE WILL USE INFORMATION ABOUT YOU

We will only use your personal information when the law allows us to. Most commonly, we will use your personal information in the following circumstances:

1. Where we need to perform the contract we have entered into with you.
2. Where we need to comply with a legal obligation.
3. Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.

We may also use your personal information in the following situations, which are likely to be rare:

4. Where we need to protect your interests (or someone else's interests).
5. Where it is needed in the public interest or for official purposes.

### **Situations in which we will use your personal information**

We need all the categories of information in the list above (see The kind of information we hold about you) primarily to allow us to perform our contract with you and to enable us to comply with legal obligations. In some cases we may use your personal information to pursue legitimate interests of our own or those of third parties, provided your interests and fundamental rights do not override those interests. The situations in which we will process your personal information are listed below.

- Verifying your identity.
- Determining the terms on which you enter into a contract for services with us.
- Checking you are legally entitled to work in the UK.
- Paying you and, if you are an employee, deducting tax and National Insurance contributions.
- Performing the contract we have entered into with you.
- Business management and planning, including accounting and auditing.
- Gathering evidence for possible insurance claims.
- Making decisions about your continued engagement.
- Making arrangements for the termination of our working relationship.
- Dealing with legal disputes involving you, or other employees, workers and contractors, including accidents at work.
- Ascertaining your fitness to work and complying with health and safety obligations where applicable.
- To prevent fraud.

To conduct data analytics studies to review and better understand contractor retention and attrition rates. Some of the above grounds for processing will overlap and there may be several grounds which justify our use of your personal information.

### **If you fail to provide personal information**

If you fail to provide certain information when requested, we may not be able to perform the contract we have entered into with you (such as paying you), or we may be prevented from complying with our legal obligations.

### **Change of purpose**

We will only use your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so. Please note that we may process your personal information without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

### **HOW WE USE PARTICULARLY SENSITIVE PERSONAL INFORMATION**

"Special categories" of particularly sensitive personal information require higher levels of protection.

We need to have further justification for collecting, storing and using this type of personal information. We may process special categories of personal information in the following circumstances:

1. In limited circumstances, with your explicit written consent.
2. Where we need to carry out our legal obligations and in line with our data protection policy.
3. Where it is needed in the public interest, and in line with our data protection policy.
4. Where it is needed to assess your working capacity on health grounds, subject to appropriate confidentiality safeguards.

Less commonly, we may process this type of information where it is needed in relation to legal claims or where it is needed to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public. We may

also process such information about contractors or former contractors in the course of legitimate business activities with the appropriate safeguards.

### **Our obligations**

We will use your particularly sensitive personal information to comply with any relevant laws.

### **Do we need your consent?**

We do not need your consent if we use special categories of your personal information in accordance with our written policy to carry out our legal obligations. In limited circumstances, we may approach you for your written consent to allow us to process certain particularly sensitive data. If we do so, we will provide you with full details of the information that we would like and the reason we need it, so that you can carefully consider whether you wish to consent. You should be aware that it is not a condition of your contract for services with us that you agree to any request for consent from us.

### **DATA SHARING**

We may have to share your data with third parties, including third-party service providers, professional advisers, agencies and end-clients to whom we provide services to, potential purchasers of some or all of our business or on a re-structuring and other entities in the group. We require third parties to respect the security of your data and to treat it in accordance with the law. We may transfer your personal information outside the EU. If we do, you can expect a similar degree of protection in respect of your personal information.

### **Why might you share my personal information with third parties?**

We may share your personal information with third parties where required by law, where it is necessary to administer the working relationship with you or where we have another legitimate interest in doing so.

### **Which third-party service provider process my personal information?**

“Third Parties” includes third-party service providers (including contractors and designated agents) and other entities within our group. The following activities are carried out by third-party service providers: IT services, contract signing technology services and SMS messaging services.

### **How secure is my information with third-party service providers and other entities in our group?**

All our third-party service providers and other entities in the group are required to take appropriate security measures to protect your personal information in line with our policies. We do not allow our third-party service providers to use your personal data for their own purposes. We only permit them to process your personal data for specified purposes and in accordance with our instructions.

### **When might you share my personal information with other entities in the group?**

We will share your personal information with other entities in our group as part of our regular reporting activities on company performance, for system maintenance support and hosting of data and when you request to receive services or information about any of our other entities in our group.

### **What about third parties?**

We may share your personal information with other third parties, for example we may need to share your personal information with a regulator or to otherwise comply with the law. The table set out in the schedule summarises the information we collect and hold, how and why we do so, how we use it and with whom it may be shared. We seek to ensure that our information collection and processing is always proportionate. We will notify you of any changes to information we collect or to the purposes for which we collect and process it.

### **Transferring information outside the EU**

We may transfer the personal information we collect about you outside the EU in order to perform our contract with you. There is an adequacy decision by the European Commission in respect of that country. This means that the country to which we transfer your data is deemed to provide an adequate level of protection for your personal information. However, to ensure that your personal information does receive an adequate level of protection we have put in place the following appropriate measures to ensure that your personal information is treated by those third parties in a way that is consistent with and which respects the EU and UK laws on data protection:

- Agreements have been put in place and current agreements have been updated in order to ensure a certain level of security is applied to personal information at all times.
- Systems have been reviewed to ensure compliance with the GDPR.

## DATA SECURITY

We have put in place measures to protect the security of your information. Details of these measures are available upon request. Third parties will only process your personal information on our instructions and where they have agreed to treat the information confidentially and to keep it secure.

We have put in place appropriate security measures to prevent your personal information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal information to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal information on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

## DATA RETENTION

**How long will you use my information for?**

We will only retain your personal information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

In some circumstances we may anonymise your personal information so that it can no longer be associated with you, in which case we may use such information without further notice to you. Once you are no longer a contractor of the company we will retain and securely destroy your personal information in accordance with applicable laws and regulations.

## RIGHTS OF ACCESS, CORRECTION, ERASURE, AND RESTRICTION

### Your duty to inform us of changes

It is important that the personal information we hold about you is accurate and current. Please keep us informed if your personal information changes during your working relationship with us.

### Your rights in connection with personal information

Under certain circumstances, by law you have the right to:

- **Request access** to your personal information (commonly known as a “data subject access request”). This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it. You will not have to pay a fee to access your personal information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is clearly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances. We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.
- **Request correction** of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.

**Request erasure** of your personal information. This enables you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing (see below).

- **Object to processing** of your personal information where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. You also have the right to object where we are processing your personal information for direct marketing purposes.
- **Request the restriction** of processing of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.
- **Request the transfer** of your personal information to another party. If you want to review, verify, correct or request erasure of your personal information, object to the processing of your personal data, or request that we transfer a copy of your personal information to another party, please contact [Data@caroola.co.uk](mailto:Data@caroola.co.uk).

#### RIGHTS OF ACCESS, CORRECTION, ERASURE, AND RESTRICTION

- In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal information for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please contact [compliance@caroola.co.uk](mailto:compliance@caroola.co.uk). Once we have received notification that you have withdrawn your consent, we will no longer process your information for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

#### DATA PROTECTION OFFICER

- We have appointed **Chris Bloor** as our data protection officer (DPO) to oversee compliance with this privacy notice. If you have any questions about this privacy notice or how we handle your personal information, please contact the DPO by emailing [data@caroola.com](mailto:data@caroola.com). You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues.

#### CHANGES TO THIS PRIVACY NOTICE

- We reserve the right to update this privacy notice at any time, and we will provide you with a new privacy notice when we make any substantial updates. We may also notify you in other ways from time to time about the processing of your personal information.

**If you have any questions about this privacy notice, please contact [data@caroola.co.uk](mailto:data@caroola.co.uk)**

THE SCHEDULE ABOUT THE INFORMATION WE COLLECT AND HOLD

The information we collect	Why we collect the information	How we use and may share the information
Your name, contact details (ie address, home and mobile phone numbers, email address).	<p>To enter into/perform the contract for services.</p> <p>Legitimate interest: to maintain our accreditations so we can demonstrate we operate at the highest standards and to contact you in respect of our self-assessment tax return services.</p>	<p>To enter into/perform the contract for services.</p> <p>Information shared with: the agency and/or end client we have contracted with for the supply of your services to the end-client; the FCSA when subject to an audit; insurance provider and broker, where applicable; our payroll software provider - My Digital Accounts Limited ("MDA") (registered number 09514480); our text messaging provider - Commify UK Limited trading as TextAnywhere (registered number: 04217280) and Team Signable Limited (registered number: 11965482). Additional privacy information in respect of these third party services providers are available on request by emailing <a href="mailto:data@caroola.co.uk">data@caroola.co.uk</a>. Our tax return services are provided by our sister company Brian Alfred Associates Limited.</p>
Details of your experience, qualifications, assignment and any other details required to determine your tax and employment status and the outcome of the assessment.	<p>To perform the contract for services.</p> <p>To comply with our legal obligations.</p> <p>Legitimate interests: to comply with legal, regulatory and corporate governance obligations and to comply with audit requirements to confirm</p>	<p>To ensure you receive the correct pay and pay appropriate taxes.</p> <p>Information shared with MDA, with HM Revenue &amp; Customs (HMRC), with the agency we have contracted with for you to supply services to the end-client and with the FCSA.</p>

	our continued compliance with our legal obligations and to maintain our accreditations so we can demonstrate we operate at the highest standards.	
Details of fees, pay, bank/building society, UTR, and tax information, your date of birth.	<p>To perform the contract for services including payment of fees.</p> <p>Legitimate interests: to maintain pay records and to comply with legal, regulatory and corporate governance obligations and good practice, to comply with audit requirements to confirm our continued compliance with our legal obligations and to maintain our accreditations so we can demonstrate we operate at the highest standards.</p>	<p>To ensure you receive the correct fees.</p> <p>Information shared with MDA, with HM Revenue &amp; Customs (HMRC), with the agency we have contracted with for you to supply services to the end-client and with the FCSA.</p>
Your nationality and immigration status and information from related documents, such as your passport or other identification and immigration information.	<p>To enter into/perform the contract for services.</p> <p>To comply with our legal obligations.</p> <p>Legitimate interest: to maintain records.</p> <p>To carry out obligations and exercise rights in law.</p> <p>For reasons of substantial public</p>	<p>To carry out right to work checks.</p> <p>Information may be shared with the Home Office.</p>

	interest (preventing or detecting unlawful acts).	
Information pertaining to sickness and absence (including sensitive personal information regarding your physical and/or mental health).	<p>To perform the contract.</p> <p>To comply with our legal obligations.</p> <p>Legitimate interests: to maintain records and to comply with legal, regulatory and corporate governance obligations and good practice, to ensure safe working practices, where applicable.</p>	<p>To follow policies.</p> <p>To comply with our legal obligations information may be shared with medical professionals and with our insurance providers and broker.</p>
Information on complaints raised by or involving you	<p>To perform the contract.</p> <p>To comply with our legal obligations.</p> <p>Legitimate interests: to maintain records and to comply with legal, regulatory and corporate governance obligations and good practice.</p>	Information may be shared internally or with the agency or end client, and with consultants we may engage and our insurance providers and broker, where applicable.
Information on issues involving you or your services	<p>To comply with our legal obligations.</p> <p>Legitimate interests: to maintain records and to comply with legal, regulatory and corporate governance obligations and good practice, to ensure safe working practices</p>	<p>To follow our policies, to monitor and deal with any complaints.</p> <p>Information shared with relevant managers, the agency, end client, and with consultants we may engage and our insurance provider and broker, where applicable.</p>

<p>Details of your performance of the services</p>	<p>To comply with our legal obligations.</p> <p>Legitimate interests: to maintain records and to comply with legal, regulatory and corporate governance obligations and good practice, to ensure safe working practices.</p>	<p>For staff administration, to follow our policies, to monitor contractor performance and to deal with complaints.</p> <p>Information shared the agency or end client, and with consultants we may engage and with our insurance providers.</p>
<p>Details of your timesheets</p>	<p>To perform the contract.</p>	<p>For payroll and administration, to follow our policies.</p> <p>Information shared with MDA.</p>
<p>Further information about your use of MDA Software</p>	<p>To enter into and perform the contract.</p> <p>Legitimate interests: to monitor and manage payments under the Construction Industry Scheme ("CIS") and for operational reasons, such as maintaining records, recording transactions, training and quality control.</p>	<p>To protect and carry out our legitimate interests (see adjacent column)</p>

I have read, understood and accept how my personal information will be used in accordance with the Privacy Notice:

Signed on Behalf of Sub-Contractor	
Print Name	
Date	

CIS Contract February 2024 V1

[parasolgroup.co.uk](https://parasolgroup.co.uk)

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