

SELF EMPLOYED SUB CONTRACTOR AGREEMENT

This agreement is made between:

Ecomotive Logistics, Unit C1, Winchester Avenue, Blaby Industrial Estate, Leicester LE8 4GZ and:

Name:
Being the Self-Employed Sub-Contractor

Home address:
.....
.....

Date this agreement is made:
.....

For and on behalf of Ecomotive Logistics:

Name:

Signed:

I hereby acknowledge receipt and accept the contents of this agreement. For

and on behalf of the Self-Employed Sub-Contractor

Name:

Signed:

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SELF-EMPLOYED

SUB-CONTRACTOR

AGREEMENT

- 1.1 You shall provide your self-employed sub-contractor services to Ecomotive Logistics from (date) -----unless and until this agreement is terminated by either party.
- 1.2 You must have the right to work in the UK to provide self-employed sub-contractor services to Ecomotive Logistics.
- 1.3 Ecomotive Logistics is under no obligation to provide you with any assignment, and you have no obligation to accept any assignment offered.
- 1.4 There must be no contact between you and any customer of Ecomotive Logistics once any assignment has been completed.

2. DUTIES

- 2.1 You shall use your best endeavours as a self-employed sub-contractor to promote the interests of Ecomotive Logistics and, unless prevented by ill health or accident, carry out the following self-employed sub-contractor services for Ecomotive Logistics.
 - (a) Collect and deliver vehicles for Ecomotive Logistics, on behalf of customers of Ecomotive Logistics, as a self-employed sub-contractor.
- 2.2 If you are unable to provide the agreed services to Ecomotive Logistics for any reason you shall notify the Director of Operations of Ecomotive Logistics as soon as reasonably practicable.
- 2.3 You must comply with our policies on social media, anti-harassment and bullying, information and communication systems and avoid the use of psychotropic substances.
- 2.4 You must ensure that all traffic offences and penalty points incurred after the above inception date are reported promptly to the Director of Operations of Ecomotive Logistics.

If, after the above inception date, you incur more than a total of 6 penalty points on your driving license, Ecomotive Logistics may end the agreement between you and Ecomotive Logistics without any notice. You must ensure that all changes to your driving license are reported to Ecomotive Logistics.
- 2.5 You must not eat, drink or smoke in any of Ecomotive Logistics or their customer's vehicles. Failure to comply with this can result in Ecomotive Logistics immediately terminating the agreement between the parties.
- 2.6 You must dress in the company uniform style. Failure to adhere to this dress code can result in Ecomotive Logistics terminating the agreement between the parties.
- 2.7 You must ensure that any vehicle belonging to Ecomotive Logistics, or their customer will not be used for any other purpose than the job as authorised by Ecomotive Logistics. The vehicle will not be insured for any other purpose. Any unauthorised mileage will be charged to you at the rate of £1 per mile to cover fuel and any additional mileage charges.
- 2.8 In the event of any claim relating to any vehicle in your possession, belonging either to Ecomotive Logistics or any customer of Ecomotive Logistics, should you be responsible and at fault you must pay up to the first **£500** of any damage costs incurred. This is defined as any difference in the condition of the vehicle between pickup and delivery by the driver as recorded using any paperwork or electronic system on the assignment. *For the avoidance of doubt this limitation of liability is restricted to your omission or mis-classification of damages between pickup and delivery conditions and notwithstanding anything to the contrary Clause 6 shall prevail for any and all other loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach of the terms of this agreement.*
- 2.9 You shall ensure that you are always available on reasonable notice to provide self-employed sub-contractor services as Ecomotive Logistics may require.

- 2.10 You have no authority (and shall not hold yourself out as having authority) to bind Ecomotive Logistics into any agreements of any type, unless we have specifically permitted this in writing in advance. You cannot take any assignment on our behalf.

3. FEES AND EXPENSES

- 3.1 Ecomotive Logistics will provide a pre-paid Soldo debit card which is configured to cover public transport (bus and tram), trains, toll roads and taxis (where pre-authorized by the planning team).

- 3.2 Use of the card is restricted to public transport journeys incurred whilst on Ecomotive business and any other personal use of the card is not permitted under any circumstances. We reserve the right to cease using the services of any driver found to be in breach of this authorized use and recover any monies owing as a result.

- 3.3 Ecomotive will pay you a fee no less than 50% of the total cost of the job minus the non-fuel expenses incurred either using the Soldo card or at the drivers expense (these will be reimbursed).

Ecomotive Logistics will pay such invoices on a weekly basis at a maximum of three weeks in arrears paid directly into your bank account each Tuesday.

- 3.4 You will be reimbursed the full amount for any additional costs you may incur that are to be charged to the customer e.g. fuel, (if the issued fuel card is not accepted at the point of fueling), car washes, or instances where the Soldo card cannot be used to cover public transport expenses.

- 3.5 You are required to put sufficient fuel in any vehicle to complete the assignment using the issued fuel card unless preauthorized to use an alternate payment method.

- 3.6 You shall not hold yourself out as having authority for Ecomotive Logistics or incur any expenditure unless pre-authorized by Ecomotive Logistics.

- 3.7 We are entitled to deduct from any sums payable to you any sums that you may owe Ecomotive Logistics at any time.

- 3.8 You are responsible, as a self-employed sub-contractor services, for any personal tax, fees or expenses.

4. CONFIDENTIAL INFORMATION AND ECOMOTIVE LOGISTICS PROPERTY

- 4.1 You shall not use or disclose to any person either during or at any time after your providing your services as a self-employed sub-contractor to Ecomotive Logistics any confidential information about the business or affairs of Ecomotive Logistics or any of its business contacts, or about any other confidential matters which may come to your knowledge while providing your services.

- 4.2 Confidential information means any information or matter which is not in the public domain, and which relates to the affairs of Ecomotive Logistics or their business contacts.

- 4.3 The restriction in clause 5.1 does not apply to:

- (a) any use or disclosure authorised by Ecomotive Logistics or as required by law; or
- (b) any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure.

- 4.4 All documents, manuals, hardware and software provided for your use by Ecomotive Logistics, and any data or documents (including copies) produced, maintained or stored on Ecomotive Logistics' computer systems or other electronic equipment (including mobile phones if provided by Ecomotive Logistics), remain the property of Ecomotive Logistics.

5. DATA PROTECTION

- 5.1 You consent to Ecomotive Logistics holding and processing data relating to you for legal, personnel, administrative and management purposes and to the processing of any "sensitive personal data" as defined in the Data Protection Act 1998 relating to you including, as appropriate:
- (a) Information about your physical or mental health or condition to monitor your availability to offer self-employed sub-contractor services.
Additional to above you have a personal responsibility and requirement to bring to the attention of the Director of Operations any changes to your physical or mental health or condition that may affect your ability to offer your services to Ecomotive Logistics as self-employed sub-contractor.
 - (b) Your racial or ethnic origin or religious or similar beliefs to monitor compliance with equal opportunities legislation.
 - (c) Information relating to any criminal proceedings (excluding spent convictions) in which you have been involved for insurance purposes and to comply with legal requirements and obligations to third parties; and
- 5.2 You consent to Ecomotive Logistics making such information available to those who provide products or services to Ecomotive Logistics (such as advisers), regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of Ecomotive Logistics or any part of its business.
- 5.3 You consent to the transfer of such information to Ecomotive Logistics business contacts outside the European Economic Area to further its business interests.
- 5.4 You will comply with Ecomotive Logistics data protection policy when processing personal data relating to any employee, worker, customer, client, supplier or agent of Ecomotive Logistics.

6. INSURANCE AND LIABILITY

As a self-employed sub-contractor providing your services to Ecomotive Logistics you shall indemnify Ecomotive Logistics for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach of the terms of this agreement, including any negligent or reckless act, omission or default in the provision of the Services. Ecomotive Logistics may at any time terminate your engagement with immediate effect and with no liability to make any further payment to you (other than in respect of any accrued fees or expenses at the date of termination) if:

- (a) you are in material breach of any of your obligations under this agreement; or
- (b) other than because of illness or accident, after notice in writing, you willfully neglect to provide or fail to remedy any default in providing the Services
- (c) Any delay by Ecomotive Logistics in exercising its rights to terminate shall not constitute a waiver of those rights.

7. **OBLIGATIONS ON TERMINATION**

Any property of any type belonging to Ecomotive Logistics and/or issued or obtained by you including any original or copy documents obtained by you while providing your services as a self-employed sub-contractor service shall be returned to the Ecomotive Logistics Director of Operations immediately on request and in any event on or before the termination of this agreement by either party.

We reserve the right to withhold **ALL OUTSTANDING EARNINGS AND EXPENSES** to cover the cost of our property until this is returned, this will be released once our property is returned or proof of postage is supplied.

You also undertake to irretrievably delete any information relating to the business of Ecomotive Logistics stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in your possession or under your control outside the premises of Ecomotive Logistics.

8. **STATUS**

8.1 You will be recognised as a self-employed sub-contractor and nothing in this agreement shall render you an employee, worker, agent or partner of Ecomotive Logistics and you shall not hold yourself out as such.

8.2 You shall be fully responsible for and indemnify Ecomotive Logistics against any liability, assessment or claim for:

- (a) taxation whatsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law; and
- (b) any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by you against Ecomotive Logistics arising out of or in connection with the provision of the Services.

Ecomotive Logistics may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you. Variation and third-party rights

8.3 This agreement may only be varied by a document signed by both you and Ecomotive Logistics.

8.4 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person other than you and Ecomotive Logistics shall have any rights under it. The terms of this agreement or any of them may be varied, amended or modified or this agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this agreement may be rescinded (in each case), without the consent of any third party.

9. **GOVERNING LAW AND JURISDICTION**

9.1 This agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales.

9.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of this agreement.