

## ↓ Key Points

- Off-payroll reform in the private sector
- Public sector
- Assemble a steering group
- Review your supply chain
- Communicate with your suppliers and workforce
- Understand which contractors are business-critical
- Budget for system & process change
- Agree a robust determination process
- Educate staff

## Client guidance on IR35 off-payroll reform in the private sector

**NEW** April 2022 marked the end of the 12-month grace period in which HMRC **stated** that as a way of supporting organisations that are trying to comply with the new rules, financial penalties would not be issued for any inaccuracies provided that there is no evidence of deliberate non-compliance.

As the grace period has now come to an end, APSCo recommends that members review our guidance and **other resources** to ensure that they are operating in compliance with the off-payroll working rules.

### Background

The reform of the off-payroll working rules (known as IR35) came into force in April 2021. This followed the roll-out of the reform in the **public sector** and the Chancellors announcement in Budget on 29th October 2018 that the government will also reform the off-payroll working rules in the private sector.

The reform moves the responsibility for operating the off-payroll working rules from individual contractors to the organisation, recruitment business or other third party contracting with and paying the contractor (the “fee-payer”).

You can access guidance and webinars on the off-payroll changes on the governments **‘Resource and support for off-payroll working’** page. This includes information specifically catered towards clients.

### Public Sector

In 2017, HMRC introduced the **off-payroll working rules** in the public sector. The off-payroll legislation imposes an obligation on the public sector body (“PSB”) to inform the party it contracts with of the status of the contractor, and whether or not a contractor would be regarded as an employee or office holder of the client were it not for the contractor’s Personal Service Company “PSC” being in the contractual supply chain (i.e. “inside IR35”).

The legislation makes it clear that the PSB must take “reasonable care” when making this determination. Where the PSB determines that the contractor is “inside IR35”, the recruitment business intermediary will be responsible and liable for levying the PSC contractor’s tax, NICs and employer’s NICs to HMRC.

As part of the changes HMRC has provided an online **employment status tool (“CEST”)** to assist parties in making a determination. There is also an **Employment Status Manual** available to help use the tool.



## Private Sector

Previously in the private sector, the person providing services through their own PSC is responsible for deciding if IR35 applies. As highlighted above, from April 2021 this responsibility for operating the off-payroll working rules moved from individual contractors to the end-client organisation, recruitment business or other third party engaging the contractor - referred to as the "fee-payer" in the legislation. This change only affects medium and large private sector organisations with a UK connection as there is a "small company" exemption.

The aim of this guidance is to help you get ready for these proposed changes. It specifically looks at what your business should be doing to make sure you and your supply chains are as well-prepared as possible.

Below we have covered the areas that your business should be considering in separate sections.

## Steering Group

You need to assemble a steering group to ensure that all relevant parts of your business are involved and kept informed.

You should consider whether your steering group will include representatives from the following parts of your business – this is not an exhaustive list, and will depend upon your structure:

- Senior management
- Sales
- Payroll/HR
- IT
- Legal/compliance

This group should set the timeline, scope, tasks list and responsibilities for the project. Your steering group should consider the following:

1. Supply chain review and communication with your suppliers, managed service providers (MSPs) and recruitment businesses;
2. Consider new models for your business e.g. PAYE agency worker, statement of work, output-based contracts and consultancy models;
3. Review of your budget;
4. Review of your IT systems and internal processes and whether they are fit for purpose;
5. Review of your internal compliance and onboarding processes;
6. Review with your suppliers, particularly if you are in an RPO relationship, to evaluate your needs, risks and response;
7. Decision on engagement models and the approach to the changes, such as the increased costs of using "inside IR35" workers;
8. Project management of the implementation period;
9. Internal education and training;
10. Contractual changes with your suppliers, agencies and umbrella suppliers; and

## 11. Continuous improvement and review post-April 2021.

### Supply Chain Review and Communication

Your steering group will need to decide in respect of the supply chain review:

- Ownership of the supply chain review whether by office, sector, profit centre, team.
- What is your approach in terms of risk?
- Will a central project team establish a standardised process?
- Who is responsible for undertaking the supply chain review for each team and/or making the status determinations?
- How will you make the status determinations – Online CEST tool? In-house experts (if so, which department/team)? External third-party? MSPs?
- How many of your contractors are working for you directly, meaning you are the “fee-payer”?
- How will you pass your status determinations down the supply chain? Who will manage and own this?
- How will you ensure that your determinations are made with “reasonable care”?
- How will you deal with status determination disagreements and queries? Which team owns this and what is the escalation route?

Your first priority is reviewing your contingent workforce and assessing which contractors are “business-critical” and are required post-April 2021. Furthermore, also review a) your contracts and assignments with end dates beyond 6 April 2021, b) any contracts that you are currently negotiating that will expire beyond that date, and c) any contracts and assignments that you are likely to extend beyond that date. Then, review the types of contractors you currently use, the types of roles that you need to fill across your lines of business and start to consult with your MSPs and/or recruitment businesses on their approach.

Firstly, to understand your contingent workforce, break down your workforce into the following categories:

- a) Agency workers (either on an agency’s PAYE payroll or working via a contract for services);
- b) Umbrella workers (essentially on a PAYE payroll);
- c) Contractors working through a PSC; and
- d) Self-employed (freelancer/sole trader).

Payroll models (PAYE & traditional umbrella) will be out of scope, so your focus should be on the off-payroll models only. For most clients, this will mean your PSC contractors.

Break down the off-payroll models (c & d above) into the following categories:

- Whether the assignment would likely be “inside” or “outside IR35”
- Criticality of the person, the skills, or the role



## Small Company Exemption

Secondly, you need to understand the impact that the changes will have on your business. This change will only affect medium and large private sector organisations with a UK connection, so “small” companies are set to be exempt - the definition of which is based on the Companies Act 2006 definitions. The government anticipates the changes will not apply to the smallest 1.5 million businesses, which may need flexible resource.

**The previous off-payroll working rules will continue to apply for assignments if you are a “small” company, meaning that the responsibility for making the status determination remains with the PSC.**

Under section 382 of Companies Act 2006, a company qualifies as “small” if two of the following conditions apply:

1. Annual turnover Not more than £10.2 million
2. Balance sheet total Not more than £5.1 million
3. Number of employees Not more than 50 employees

Please note that **the small company exemption applies to the end client**, not the fee-payer or the PSC. Section 60H Chapter 10, Part 2 ITEPA 2003 sets out a requirement for clients to state, in your opinion, if asked, whether you qualify as “small” in a tax year. The “client’s agent” (the agency/recruiter with whom you have a contract) or the worker can make the request if they meet the following conditions:

- the worker personally performs, or is under an obligation to perform services for the client;
- the client is not a public authority; and
- the services are provided under arrangements involving a third party (‘the intermediary’) and not under a contract directly between the client and the worker.

You must respond to size-related information requests for the relevant tax year within the later of 45 days of receipt and if you fail to meet the deadline, then from that date you carry the fee payer liability until you comply.

## Location of Client

Where the medium and large-sized private sector client is based wholly overseas and has no UK connection in the form of being a UK resident or having a permanent establishment, the worker’s limited company (PSC) will remain responsible for deciding the contractor’s employment status and whether IR35 applies. The legislation on permanent establishment for a company can be found [here](#) and guidance [here](#).

## Determining whether an assignment is “inside” or “outside IR35”

As of 6 April 2021, it is the client’s responsibility to determine whether the off-payroll working rules apply, i.e. is this assignment “inside IR35”? See Appendix 1 for more guidance on how to make the determination.

You should refer to the [HMRC guidance and the employment status for tax \(CEST\) tool](#). Although much criticised, the tool does give you a good steer of the approach taken by HMRC and the indicators that



they are looking for. HMRC has enhanced the CEST tool and published the [ESM11000](#) which provides guidance on the specific questions.

### Criticality

Once you've liaised with your suppliers to identify which contractors are off-payroll and their potential IR35 status, you now need to assess how critical the roles are to each of your lines of business.

Criticality of the roles may influence your decision-making, such as whether to change the contract model to an output-based consultancy contract or whether you are willing to pay more for the contractor. The liability remains with the fee-payer if an "outside IR35" assessment by the client (exercised with "reasonable care") is subsequently decided to be incorrect by HMRC.

Criticality is important for several reasons. A highly paid contractor with a rare skill is likely to be more resistant to being treated as "inside IR35", quite possibly with good reason. On the other hand, you may contract for the services of a high volume of contractors with less specific skills but be heavily dependent on that contractor workforce. You may choose to prioritise the review of certain groups of contractors within your workforce.

It is worth taking the time now to also consider your off-payroll workforce needs post-April 2021.

### Assignments "Outside IR35"

When you make the status determination that an assignment is "outside IR35", you will need to ensure that "**reasonable care**" was taken during the decision-making and that the decision itself is reasonable. In the event HMRC finds your "outside IR35" determination to be incorrect, the liability will sit with the fee-payer (typically the recruitment business). If you do not exercise reasonable care, the status determination statement will not be valid, and you will be liable as the deemed fee-payer. HMRC have published a [draft document](#) in their Employment Status Manual which outlines the basic principles of what constitutes "reasonable care".

The liability will pass down the supply chain once each party fulfils its obligations to pass the status determination statement to the next party in the chain. The fee-payer is likely to do its own reasonable due diligence on your status determination to consider whether it is in line with the likely factual reality of the assignment and that it is not a contrived arrangement. The fee-payer is not compelled to abide by your status determination statement.

Representations that the status is incorrect can be made by the worker or deemed employer at any time up to when the final chain payment is being made for an engagement (Section 61T (1) Chapter 10, Part 2 ITEPA 2003). You must give a statement to the worker or the deemed employer (depending on who made the representation) that either the SDS is correct with reasons or give a new SDS, stating the date from which the you consider that the conclusion in the new SDS became correct and stating that the previous SDS is withdrawn. The deemed employer is deemed to have received the reply from the person above it in the chain of supply.

You have 45 days beginning with the date you receive the representations to respond. If you fail to meet that deadline then from that date on you carry fee payer liability until you comply.

Remember that although you carry the responsibility for making the status determination, the recruitment business will carry the tax liability. Therefore, it is to be expected that recruitment businesses may challenge status determination statements that they do not agree with, so ensure that you take “reasonable care” in your decision-making.

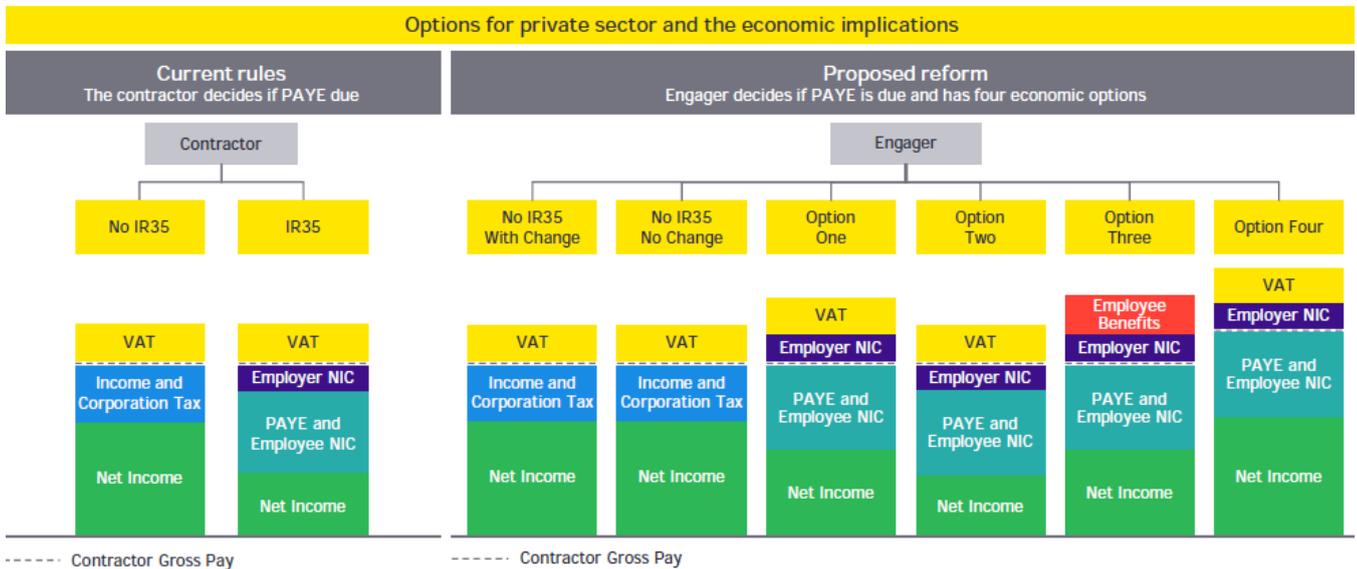
### Assignments “Inside IR35”

If you determine that an assignment is “inside IR35”, you need to understand what options are available in terms of an alternative to an off-payroll model. The options are:

- **PAYE payroll (agency workers)** - Where a recruitment business *contracts* directly with the worker and operates tax and NICs under agency rules and provides the workers with worker rights - the off-payroll working rules do not apply.
- **Umbrella Company** - Where an umbrella company *employs* the worker directly, the off-payroll working rules do not apply. Some umbrella companies do not employ the worker directly and use intermediaries, so recruitment businesses should ensure that they do not unwittingly enter into a PSC contract where the off-payroll working rules will apply.
- **“Inside IR35” PSC** - Should you wish to continue to engage a contractor who is deemed “inside IR35” via their PSC, you or your recruiter if you are contracting with one will need to calculate a “deemed employment payment” using the RTI (Real Time Information) payroll system. The deemed employment pay rate is the income of the worker after deductions, including both employee and employer NICs and the Apprenticeship Levy. Neither worker rights nor stakeholder pension rights apply.

In the event an assignment is determined as “inside IR35”, there are several potential outcomes:

- **Option One - client bears the cost of employer’s NICs only:** you will absorb the cost of the employer’s NICs due, however the contractor’s net payment will still decrease as there are deductions for the contractor’s PAYE tax and NICs from their gross pay.
- **Option Two - contractor bears the costs:** the net payment for the contractor will decrease as the fee-payer needs to account for the employer’s NICs and deduct the contractor’s PAYE tax and NICs from the gross pay.
- **Option Three – contractor becomes a temporary employee:** the net payment will still decrease as there are deductions for PAYE tax and NICs from gross pay, however the employee will also receive employee benefits at your cost and employee rights.
- **Option Four – you bear the costs:** the pay rate is increased to absorb the cost of the employer’s NICs and the deduction for all or part of the contractor’s PAYE tax and NICs, this effectively absorbs any loss due to the contractor so their net payment remains unaffected by the new off-payroll working rules.



Source: Ernst & Young LLP © 2019

### Assignment status is undetermined

If the IR35 status of the assignment is unclear, you will need to get more information in respect of the working practices and redo any assessment. It is possible that some minor changes to working practices could give a clearer result. You should agree an approach with your MSP or the recruitment business to minimise the number of status determinations that are challenged.

## Potential New Models for your Business: Output-based Contracts/Statement of Works Contracts

Control is a key issue in respect of IR35 and more broadly in determining self-employment status. Control over how contractors perform the work is particularly relevant. In an assignment where a contractor agrees to perform specific tasks or deliver certain outcomes for a set price and within an estimated delivery time, there is less likelihood of the client exerting control over the individual.

Pure consultancy work involves the recruitment business acting as a consultancy and taking responsibility for the delivery and quality of the services; this may involve taking on a larger project and sourcing expert contractors and employees to project manage and deliver the work. When used appropriately, this type of contract falls out of scope of the public sector off-payroll working rules. From April 2021, if you are engaging with a consultancy and you are buying an outsourced service, it is likely that the consultancy will be the deemed "client" for the purposes of the off-payroll working rules. However, clients should be cautious of engaging with parties using this model if they have concerns that the contract is not genuinely consultancy-based. Firstly, you may not receive the services that you expect and secondly, if HMRC determines that no genuine consultancy exists, the client may still be liable for deemed employment deductions.

The second option is a Statement of Work (SoW) contract delivered by one contractor, whether directly or through a recruiter. If appropriately executed, it is likely to be "outside IR35", compared with the traditional





time-based contract on a set hourly or day rate. In this instance, it may be an option for the client to have a direct contractual right to sue the contractor for poor services or non-delivery.

These types of contracts are not suitable for assignments that are not genuinely outcome, output or delivery-based and independent.

Furthermore, it is more likely that an assignment will fall “outside IR35” if the performance of the services carries a genuine business risk, e.g. payment is conditional upon acceptance of services or satisfactory performance, and rectification of defects or poor performance are made at the contractor’s cost.

Although this may seem like an easy option to adapt to the new rules, you remain at risk if the reality of the contractual performance does not reflect the contractual wording.

To engage with contractors directly through recruiters or organisations on a consultancy basis, you need to consider the following:

1. How you will identify and determine whether future assignments are output-based. You will need to ensure the agreement has a project plan with milestones, deliverables, payment triggers and acceptancy criteria.
2. Educate your employees and the contractors and monitor the contract delivery to ensure they are treated as independent self-employed contractors whilst on site and the project delivery is genuinely output-based and mirrors the contract.
3. Review your contracts and insurances to ensure that you and the appropriate parties are adequately insured for the scope of services being performed and that the responsibility and risk is passed down the supply chain to the contractor where appropriate.
4. Review of your internal systems and compliance processes.
5. Level of internal expertise required to understand consultancy and SoW assignments and identify when they are required and appropriate for the project.

## Supply Chain Review Summary

Once you have completed your supply chain review, you will know which contractors and lines of business are affected, and which route/engagement model you think is most appropriate. Below is a matrix showing the different scenarios and the potential action that might be agreed.

Engagement Model	Off-payroll working rules “Inside IR35”	Business Critical?	Alternative Engagement Model	Client Options
PSC	No	No	SoW	Agree outside IR35, no further action.
PSC	No	Yes	SoW	Agree outside IR35, no further action.
PSC	Not sure	No	Umbrella; PAYE; SoW; or “Inside IR35” PSC?	Obtain further clarification on working practices. Consider changes to contract/role performance. Agree approach and take relevant action.





PSC	Not sure	Yes	Umbrella; PAYE; SoW; or "Inside IR35" PSC?	<p>Obtain further clarification on working practices. Consider changes to contract/role performance. Agree approach and take relevant action.</p> <p>Take a view on the contractor's preference. Recalculate rates under each alternative engagement model, discuss transfer strategy and onboarding new contractors in these roles</p>
PSC	Yes	No	Umbrella; PAYE; SoW; or "Inside IR35" PSC?	Recalculate rates under each alternative option, discuss transfer strategy and onboarding new contractors in these roles
PSC	Yes	Yes	Umbrella; PAYE; SoW; or "Inside IR35" PSC?	<p>Recalculate rates under each alternative option, discuss transfer strategy and onboarding new contractors in these roles</p> <p>Discuss options with critical contractors.</p>

### Incorrect determination

If the off-payroll proposals are legislated in their current form, where HMRC disagrees with the determination made, it can investigate and insist on back payment of tax, as well as fines for late payment from the fee-payer.

It is in the interest of both the recruitment business and the client to collaborate for the purposes of making the status determination as this will help minimise the number of disputes and challenges if the parties in the supply chain are aligned in their approach to the off-payroll working rules.

The legislation is now clearer on when an unpaid PAYE debt payable by a deemed employer (the fee payer) can be recovered from others (relevant persons) (Schedule 1, Part 3, Paragraph 19 of the Finance Act 2020 amendment to S688AA ITEPA 2003). If an HMRC officer considers there is "no realistic prospect of recovering from the deemed employer within a reasonable period" then HMRC can recover from the highest person in the chain or the second highest person in that chain, where that agency is also resident in the UK.

### Budgets and Financial Implications

You should review your budget for 2020/21 to include a provision for expenditure related to the off-payroll reforms. This may include:

- New engagement model research, setting up costs and costs for each engagement model e.g. agency worker PAYE, "inside IR35" processing, SoW model or consultancy model.
- Cost of human resource completing supplier review and assessments, modelling and devising new compliance models and 360 processes, educating internal staff, suppliers and other stakeholders.
- Reforecast costs of sale calculating the fixed costs of using different supply models e.g. apprenticeship levy, stakeholder pension, worker provisions such as holiday pay and statutory sick pay, PAYE and NIC rates on different day rates.



- New or increased external supplier costs, for example to assist you with assessing IR35 status.
- Changes needed to IT systems, new systems, software, interfaces, reporting functionalities.

## Impact on IT Systems and Business Support Services

You need to ensure that your business support service leaders understand the legal changes and your strategic response. Only then are they able to evaluate whether your current systems are capable of dealing with the change.

Issues you will need to consider include:

- Are your current systems able to facilitate and process status determinations on a large scale?
- Do you have adequate systems and management reporting functionality?
- Do you need to replace or improve your IT systems, software, online solutions, integrate with your suppliers' systems and/or make revisions to existing systems to support new models?

## What next?

HMRC have said that they will provide support and guidance to help businesses implement the off-payroll working rules and ensure the guidance is appropriate to the larger and more diverse private sector. HMRC outlined the likely timescale, following the normal fiscal event timetable:

1. Following agreement by both Houses on the text of the bill, the **Finance Act 2020** received Royal Assent on 22 July 2020.
2. Organisations that forward plan and get compliance practices in place will minimise their risk and disruption to the workforce. This is particularly important in terms of contracts and extensions written now which will or may continue beyond 6 April 2021.
3. Contractors on long-term contracts with clients, which they are currently treating as "outside IR35" will be reviewing their position. HMRC has indicated that it does not intend to investigate such placements retrospectively, but nonetheless expect that some contractors will be considering whether it is preferable to convert to a permanent role or source another contract role.

## APPENDIX 1

### Determining whether the role is inside or outside IR35

To determine whether a contractor will be caught by IR35, key criteria are reviewed to establish employment status. A decision is made about a hypothetical contract between the contractor and the end-client, and whether, if those two parties were contracting directly, there would be an employment relationship. However, the route to determining employment status is fact-specific and in some cases, there is no clear outcome.

It is worthwhile working through **[HMRC's employment status for tax test](#)** and entering different responses to gain an understanding of the different outcomes. This tool is often used in the public sector when establishing IR35 status.

Essentially, if a contractor has similar working conditions, responsibilities and control as an employee of the client would have, then they are likely be classed as "inside IR35" (i.e. the off-payroll working rules apply).



Case law is evolving constantly in the tax tribunals, courts and employment tribunals but the key factors that determine a contractor's IR35 status are as follows:

- **Substitution**

A genuine right of substitution has long been deemed to be a very important factor when demonstrating that a contractor's assignment falls "outside IR35". For a substitution to be considered valid, the right to supply a substitute must be a genuine one. This means that the client must agree to it in practice, the contractor must pay for the substitute, and it should be an unfettered right. An unfettered right of substitution means that a client must accept a substitute if the initial contractor is unavailable. HMRC have now qualified the criteria within the CEST question on substitution, which states that a client's need to be satisfied that the substitute has the skills and experience required or to ensure the substitute is approved under their security processes does not negate the right of substitution.

- **Control and Direction**

In most cases where professional services are provided, it is important that a contractor can demonstrate a certain amount of autonomy in the way they undertake a project. Both the written contract and working practices must show that the client has no influence over how the contractor performs his/her services.

Control factors that may point towards an "inside IR35" status include:

- Indicating that the contractor will be supervised
- Including any "staff" benefits (including holiday or sick pay)
- Including start/end/break times
- Contractual clauses that specify any rights of control or supervision over the contractor.

The reality of the situation is that the individual is responsible for the delivery of the services. The individual will determine and control how and when they provide their services to the client, provided that they meet client-specific targets or project completion dates. It is worth noting that any clauses referring to control should be reflected in both the first-tier (between recruitment business and client) and the second-tier contracts (between recruitment business and contractor).

- **Financial risk**

The contractor may take on a level of financial risk in undertaking the engagement. Contractors who don't take any financial risk, for example don't have to rectify poor quality services at their own cost, are more likely to be "deemed employees" for tax purposes. Contractors taking financial risk would also be expected to maintain appropriate insurances.

- **Mutuality of Obligation**

This is a hotly disputed area of law, as the position of HMRC is different from that of many practitioners and case law. In essence, it is an obligation between the parties to provide and accept work. In an employer/employee relationship, mutuality of obligations is easy to establish. However, in client/contractor relationships, it is less clear. HMRC states that by having a contract agreeing to provide services, mutuality is established but most experts consider the legal picture to be more complex. It is likely there will be more clarity on this in the coming months.

Other factors include:

- Provision of equipment;
- Any absence procedures;
- Continuity of the engagement;

- Termination agreements;
- Notice periods; and
- If the contractor has become “part and parcel” of the organisation.

HMRC produced a [technical note](#) in 2017, which contained several illustrative scenarios. Below are two obvious examples:

HMRC Examples	
<b>Off-payroll working rules apply</b>	<p>Rebecca works through her own PSC as an IT product designer at the Ministry.</p> <ul style="list-style-type: none"> <li>- Rebecca will be working at the Ministry’s IT development centre;</li> <li>- She is not required to supply her own equipment;</li> <li>- Rebecca will work under the direction of a senior manager;</li> <li>- Flexible working hours are available, but Rebecca will need to agree time off with her manager.</li> </ul>
<b>Off-payroll working rules do not apply</b>	<p>Jasmine is a Website Designer, contracted to a large local authority through a PSC to design and build a website. She will:</p> <ul style="list-style-type: none"> <li>- Deliver the website to an agreed standard by the agreed date;</li> <li>- Visit the council’s offices for meetings, but mainly work from own office;</li> <li>- Provide her own equipment needed to do the job in hand;</li> <li>- Employ her own staff to help deliver the contract if she needs to; and</li> <li>- Cover her own costs and expenses.</li> </ul> <p>She is not filling a role, but rather providing a whole service, the fee for which covers her equipment, time and staff costs (should she want/need to engage others to assist on the project).</p>

HMRC aims to publish guidance alongside the legislation and we hope that this guidance reflects more real-life scenarios across a range of sectors and industries as the reality is not often as clearly defined as the above examples.

### Blanket rulings and reasonable care

There are three instances whereby the client becomes the “fee-payer” and therefore carries the tax liability:

- Where the client fails to inform the supply chain and provide the status determination statement;
- Where the client-led disagreement process is triggered, and the client fails to respond within 45 days; or
- Where the client demonstrates that they have failed to take reasonable care when assessing the IR35 status of the contractor.

One of the biggest issues to arise from the public sector reforms in April 2017 were blanket “inside IR35” assessments. In some cases, this resulted in large number of contractors being pushed into an umbrella arrangement or leaving and moving to clients who were prepared to assess assignments on a case-by-case basis. The NHS, for example, did a [U-turn over blanket IR35 decision](#) and was forced to back-track on its



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initial stance of treating all PSC contractors as “inside IR35” as it quickly became clear that such a blanket decision would not meet the obligation to take reasonable care in assessing an engagement under IR35.

It is also possible that a right of appeal for contractors (enabling them to appeal an “inside IR35” assessment) will be included in the new legislation. Currently their only right of appeal is through their self-assessment tax return.

### Disclaimer

**This guidance document is intended for use by APSCo members and their clients only. The facts, information, and opinions contained herein are correct to the best of APSCo’s knowledge as at time of publication. This document is intended to provide general information only and does not constitute advice. It is not an exhaustive and complete reference document on this subject. APSCo can take no responsibility or liability for the use of or reliance on the information contained within this document or for any decisions or the consequences of any such decisions made by APSCo members and their clients and contractors.**

