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 Ref LC3-08022012 V1

TERMS OF ENGAGEMENT OF LIMITED COMPANY SUPPLIER FOR SUPPLY OF CONTRACTOR(S) TO CLIENT BETWEEN

- 1) «**BRAND**» (Company No. «bcompanyregno») whose registered office is at 1450 Parkway, Solent Business Park, Whiteley, Fareham, Hampshire, PO15 7AF (“**the Company**”); and
- 2) «**LTDCompanyName**» (Company No. «**LTDCompanyNumber**») whose registered office address is at «NAddLine1» «NAddLine2» «NAddLine3» «NTown» «NCountyName» «NPostcode» (“**the Supplier**”).

RECITALS

- (A) The **Supplier** carries on the business of the provision of contractor services and has agreed to provide the services (“**the Services**”) specified in Clause 1.
- (B) The **Company** has requested the Supplier and the Supplier has agreed with the Company, to supply the Services to the Client subject to the conditions of these Terms of Engagement (“**the Contract**”).

DEFINITIONS

In this Contract, the following definitions apply:

- ‘**Assignment**’ means the period during which the Contractor is engaged by the Client to render the Services.
- ‘**Off-Payroll Rules**’ means Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003.
- ‘**The Client**’ means the client indicated in Clause 1 below.
- ‘**The Contract**’ means these terms of engagement, together with the covering letter.
- ‘**The Contractor**’ means the person indicated in Clause 1 below who shall perform the Assignment.
- ‘**The Services**’ means the services to be performed by the Supplier and its Contractor pursuant to the Assignment.

1. ASSIGNMENT DETAILS

CONTRACTOR:	«Forename» «Surname»
CLIENT:	«CompanyName»
ADDRESS:	«siteaddline1» «siteaddline2» «siteaddline3» «sitetown» «sitecountyname» «sitecountryname» «sitepostcode»
REPORTS TO:	«REPORTSTONAME»
VACANCY TITLE:	«VacancyTitle»
COMMENCEMENT DATE:	«StartDate»
TIME:	«StartTime»
EXPECTED HOURS PER WEEK	«HOURSOFWORK»
ANTICIPATED DURATION:	«Duration»
EXPECTED COMPLETION DATE:	«ExpectedEndDate»
NOTICE PERIOD:	«noticeperiodnodefault»
THE RATE WHICH WILL APPLY (EXCLUDING VAT):	«PayRate» «Rate Type (Hourly/Daily)»
INVOICING FREQUENCY:	«CandidateInvoiceFrequency»

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Ref LC3-08022012 V1

AWR ANNUAL LEAVE ENTITLEMENT (IF KNOWN):	«awrannualeave»
AWR COMPARATOR PAY (IF KNOWN):	«awrpaycomparator»

2 THE CONTRACT

- 2.1 The Contract constitutes a contract for services between the Company and the Supplier and governs the Assignment undertaken by the Supplier with the Client. The Company shall provide the Supplier with the services of an Employment Business (as defined in the Employment Agencies Act 1973). The Supplier shall provide the Contractor to actually perform the Assignment. For the avoidance of doubt, no contract shall exist between the Company and the Supplier between Assignments.
- 2.2 No variation or alteration to these Terms shall be valid unless approved by a director of the Company in writing and agreed with the Supplier and a copy of the varied terms is given to the Supplier stating the date on or after which such varied terms shall apply.
- 2.3 The Supplier is deemed to have accepted the terms of the Contract by commencing work under the Contract or upon receiving its first payment in accordance with the terms of the Contract, regardless of whether or not this Contract has been signed.
- 2.4 The Client can enforce such provisions of the Contract as are expressed for the benefit of the Client pursuant to the Contracts (Rights of Third Parties) Act 1999. Subject to this clause 2.4 a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act. Notwithstanding that the Client has the benefit of certain provisions of this Contract, the Client's consent shall not be needed in respect of any variation of the terms of the Contract.

3 ASSIGNMENTS

- 3.1 The Company shall endeavour to obtain suitable Assignments for the Contractor with client(s). The failure by the Company to offer suitable Assignments for the Contractor shall not give rise to any liability on the part of the Company. The Supplier recognises that there may be periods between Assignments when no work is available for the Contractor. Where the Company does secure a suitable Assignment, the Supplier shall not be obliged to accept an Assignment offered by the Company.
- 3.2 The Supplier warrants that it will provide full and accurate information and documentation regarding the experience, training and qualifications of the Contractor and any authorisations (whether required by statute or any professional or governing body) necessary for any assignments that the Company puts the Contractor forward for consideration by clients.
- 3.3 Upon the acceptance by the Supplier of an Assignment, the Company shall provide the Supplier with the details relating to the Assignment including, among other things, the duration of the Assignment, the identity of the Client, the hourly rate payable by the Company and such expenses as may be agreed and any other relevant information as detailed in Clause 1.
- 3.4 The Supplier acknowledges that its services are supplied to the Company, and the Client, as an independent contractor and that accordingly (but subject to clause 5.3) the responsibility of complying with all statutory and legal requirements relating to the Contractor (including, without limitation, the payment of taxation, national insurance, apprenticeship levy, parental payments, statutory sick pay and pension contributions) shall fall upon and be discharged wholly by the Supplier. The Supplier shall ensure that no Contractor shall hold himself out as an employee of the Company or the Client. In the event that any person should seek to establish any liability or obligation upon the Company and/or the Client on the grounds that any Contractor is an employee of the Company and/or the Client, the Supplier shall upon demand indemnify the Company and/or the Client and keep them indemnified in respect of any such liability or obligation and any related costs expenses or other losses which the Company and/or the Client shall incur save for where such liability or obligation and/or any related costs and expenses or other losses arise out of any act or omission of the Company and/or the Client.
- 3.5 The Supplier warrants that it shall immediately notify the Company if to accept any assignment offered to it would, or could, constitute a breach of any other agreement or arrangement or restriction (including without limitation a restriction in favour of any agency, client or employer or any of them).
- 3.6 The Supplier warrants that the Contractor is suitably qualified, trained, skilled, able, experienced and authorised to perform the Assignment and that it shall provide such evidence of such qualifications, training, skills, experience or authorisations as the Company and/or the Client may require.
- 3.7 The Supplier shall, prior to accepting the Assignment, notify the Company of any current, unspent and unfiltered convictions, as determined under the Rehabilitation of Offenders Act 1974, that its Contractor who is to perform the Assignment may have. The Supplier shall also disclose any conviction that may be incurred by it, or the Contractor, whilst performing the Assignment, regardless of whether it was committed outside of the performance of the Services. At the request of the Company, the Supplier shall also provide details of any spent convictions which are unfiltered of the Contractor who is to perform the Assignment. Failure to disclose this information shall give the Company the right to terminate this Contract with immediate effect and without notice or payment in lieu of notice.
- 3.8 Except as otherwise agreed with the Client, the Supplier shall provide, at its own cost, all such necessary equipment as is reasonable for the satisfactory performance of the Assignment by the Contractor. The Supplier shall ensure that such equipment is in good working order, fit for purpose and complies with any relevant health and safety testing requirements. Where the Client or its nominee provides equipment, the Supplier shall return such equipment in good working condition, failing which the Supplier shall be liable to pay the full replacement cost thereof. Neither the Supplier, nor the Contractor, shall be permitted to utilise any of the Client's equipment for personal use, unless otherwise agreed with the Client and the Company.

«meDivisionName»

t: «meDeptTel»

f: «meFax»

e: «meDeptEMail»

w: «meWebAddress»

Ref LC3-08022012 V1

4 TIMESHEETS

- 4.1 At the end of each week of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than one week or is completed before the end of a week) the Supplier shall either deliver to the Company the Company's timesheet duly completed to indicate the number of hours or days worked by the Contractor during the preceding week and signed by an authorised representative of the Client, or record all hours completed by such other time recording device as may be dictated by the Client and the Company. Such timesheets or other time recording device must be received by the Company by no later than 5.30pm on Tuesday following the week to which they relate, or such other period as may be notified to the Supplier by the Company.
- 4.2 The Company shall not be obliged to pay any fees to the Supplier unless a timesheet, or other time recording device, authorised by the Client has been submitted by the Supplier in accordance with clause 4.1.
- 4.3 The Supplier is responsible for ensuring that the timesheets or other time recording device is completed accurately and that they properly reflect the hours or days worked by the Contractor. Any inaccuracy in the timesheets, or other time recording device, may result in a delay in payment or, where payment has already been made, the recovery by the Company of any overpayment.
- 4.4 Where the Supplier fails to submit a properly authenticated timesheet, or other time recording device, the Company shall, in a timely fashion, conduct further investigations into the hours claimed by the Supplier and the reasons that the Client has refused to sign a timesheet, or other time recording device, in respect of those hours. This may delay any payment due to the Supplier. The Company shall make no payment to the Supplier for hours not worked.

5 FEES

- 5.1 The Supplier shall receive payment from the Company for the Assignment at the rate specified in Clause 1 for each hour or day worked by the Contractor, and verified by the Client as specified in clause 4, plus VAT where appropriate. Bank holiday rates are discretionary. If the bank holiday rate is not specified in Clause 1 and an uplifted rate is applicable, where possible the Company will advise the Supplier prior to working the bank holiday.
- 5.2 Subject to clause 5.3, the Supplier shall be responsible for any PAYE, Income Tax, National Insurance contributions, Pension contributions, apprenticeship levy and any other taxes and deductions payable in respect of the Contractor for the Assignment.
- 5.3 The Supplier acknowledges and agrees that the Company shall deduct from payments to the Supplier any PAYE and employee's and employer's National Insurance contributions and apprenticeship levy that it is required to pay to HMRC in accordance with the Off-Payroll Rules in respect of such payments to the Supplier and/or the Services. The Company shall remit such sums deducted under this clause 5.3 to HMRC and shall provide the Supplier with a statement setting out any such deductions.
- 5.4 Subject to clause 4, the Company undertakes to make payment to the Supplier regardless of whether the Company has received payment from the Client for the sum being claimed and shall pay all sums due to the Supplier without deductions, other than deductions which the Company is required by law to make or any sums due from the Supplier, its officers, employees or representatives to the Company including, without limitation any over-payments, the cost of repairing damage to the Client's property, or loss incurred as a result of the Supplier's negligence or the negligence of the Supplier's officers, employees or representatives. For the avoidance of doubt, the provisions of this clause 5.4 to make payment to the Supplier regardless of whether the Company has received payment from the Client for the sum being claimed shall not apply where the Supplier has validly opted-out from the Conduct of Employment Agencies and Employment Business Regulations 2003, by supplying the Company with a completed Opt-Out Notification form.
- 5.5 Where the Supplier has opted-out from the Conduct of Employment Agencies and Employment Business Regulations 2003, the Company reserves the right to withhold payment in any of the following circumstances, including but not limited to the following; where the Supplier has failed to inform the Company of any overseas or offshore travel pursuant to the Assignment; where the Client has not verified the Supplier's timesheet, the Client is dissatisfied with the Services provided, or where the Client becomes insolvent, dissolved or subject to a winding up petition.
- 5.6 If the Supplier is unable for any reason to provide the Services pursuant to the Assignment, no fee shall be payable by the Company during any period that the Services are not provided.
- 5.7 Notwithstanding any agreement to the contrary, any expenses incurred by the Supplier during the performance of the Services shall be at the Supplier's own cost.
- 5.8 Where expenses are payable to the Supplier, they must be agreed in advance by the Client, supported by valid documentation and invoiced to the Company, separately, exclusive of VAT within 60 days of being incurred. For the avoidance of doubt, the Company shall have no liability for expenses claimed 60 days after being incurred, and the Company will not pay VAT on VAT.
- 5.9 The Supplier agrees and acknowledges that timesheets submitted at any time following the termination of the Assignment shall only be paid once verified by the client.
- 5.10 The Company operates a self-billing system that complies with the guidelines produced by HM Revenue & Customs for such schemes. The Supplier agrees not to forward sales invoices to the Company for services provided. Payment will be made to the Supplier in accordance with clause 5.1 above. The Supplier agrees for the Company to generate a dual-purpose document when payment is made and forwarded to the Supplier. This document acts as a payment advice and, if appropriate, a self-billing tax invoice, in accordance with the guidelines produced by HM Revenue & Customs. Signing of this contract is acceptance of the Self Billing scheme. The Supplier agrees to notify the Company in writing if it ceases to be registered, transfers its business as a going concern or becomes registered under another VAT number. This agreement will expire at the

«meDivisionName»

t: «meDeptTel»

f: «meFax»

e: «meDeptEMail»

w: «meWebAddress»

Ref LC3-08022012 V1

end of this contract. Should the Supplier wish to opt-out of the Self Billing agreement, the supplier must do so in writing to the Company.

5.11 In the event of any overpayment by the Company to the Supplier, the Supplier shall immediately upon demand repay all outstanding amounts due to the Company.

6 LIABILITY

6.1 The Supplier shall indemnify and hold harmless the Company for any loss, damage, injury, claim or liability incurred or arising as a result of the act or omission of the Supplier in relation to its obligations under the Contract or its Contractor during the Assignment including but not limited to any liability which the Company may incur in respect of breach of care, infringement of copyright, libel, slander, defamation, breach of confidentiality or breach of contract which is caused by anything which the Contractor does in the performance of the contract.

6.2 To the extent permitted by law, the total liability of the Company under the Contract shall not exceed £50,000 (fifty thousand pounds) in the aggregate and shall be limited to direct loss only. In no event shall the Company be liable in respect of loss of profits, loss of business, loss of revenue, loss of or damage to goodwill or loss of actual or anticipated savings (whether constituting direct or indirect loss or damage and whether caused by negligence or otherwise); indirect or consequential loss or damage (whether caused by negligence or otherwise) in any way arising under or in connection with the Contract or otherwise. Furthermore, the Company accepts no liability to the Supplier for any losses, expenses or liabilities incurred by the Supplier whether by reason of tax or other statutory or contractual liability to any third party arising from the Services provided.

6.3 For the avoidance of doubt, nothing in the Contract shall limit either party's liability in respect of death or personal injury caused by negligence or in respect of either party's fraudulent misrepresentation or any other liability that cannot be excluded or limited by any applicable laws.

6.4 At all times during the Assignment the Supplier shall ensure the provision of adequate insurance to cover the risk of a claim against the Supplier, it's Contractor(s), officers, employees and representatives pursuant to the terms of this Agreement and includes as a minimum:

6.4.1 public liability insurance for a sum of not less than £2,000,000 (two million pounds sterling); and

6.4.2 professional indemnity insurance for a sum of not less than £1,000,000 (one million pounds sterling); and

6.4.3 employer's liability insurance where required by statute and at the statutory level; and

6.4.4 any other policies as notified by the Company from time to time as requested by the Client.

The Supplier shall make a copy of each policy available to the Company prior to the commencement of the Assignment and upon request. The Supplier shall maintain the professional indemnity insurance policy in force for at least 6 (six) years following completion of the Assignment.

6.5 The Supplier shall ensure that the insurance detailed in clause 6.4 above will cover any industry specific risk(s) relevant to the Assignment. For the avoidance of doubt, where the Services are performed overseas or offshore, the Supplier is responsible for ensuring that it has all relevant and adequate insurances for the country in which the Services are being performed and this must include as a minimum adequate travel insurance including repatriation cover. The Supplier shall obtain additional Medivac cover where necessary.

6.6 The Supplier undertakes that it knows of no reason why it would be detrimental to the interests of the Client for the Contractor to perform the Services.

6.7 By signing the Contract, the Supplier confirms that it is aware of all and/or any legal and/or professional requirements that must be satisfied in order to perform the Assignment.

7 SUPPLIER'S OBLIGATIONS

7.1 The Supplier agrees on its own part and on behalf of its officers, employees and representatives as follows:

7.1.1 subject to clause 5.3, the Supplier shall be responsible for any PAYE ,Income Tax, National Insurance Contributions, Pension Contributions, apprenticeship levy and any other taxes and deductions payable in respect of the Contractor (whether by way of dividend or employment income) in respect of the Services and the Supplier shall notify the Company immediately in the event that it becomes subject to an investigation by HMRC in respect of its own and/or the Contractor's tax affairs which relate to this Agreement;

7.1.2 the Supplier is a company incorporated in the United Kingdom, is not a "managed service company" as defined in section 61B of the Income Tax (earnings and Pensions) Act 2003 and is compliant in all respects with the IR35 legislation;

7.1.3 to exercise all due care and skill in performing the Services to the standard required by the Client and not to engage in any conduct detrimental to the interests of the Company or the Client;

7.1.4 to ensure that the Contractor is present during the times or for the total number of hours during each day and/or week of the Assignment as may be agreed with the Company or the Client. The Supplier shall ensure that it complies with its obligations under the Working Time Regulations 1998 as regards maximum weekly hours of the Contractor. Where the Contractor wishes to take any leave which he is entitled, he should notify the Company and Client in writing of the dates of his intended absence. The amount of notice which the Contractor is required to give should be at least twice the length of the period of leave that he wishes to take. Unless the Company or Client informs the Contractor in writing that it is not possible for him to take leave on the specified dates, the Contractor shall be entitled to take his notified

«meDivisionName»

t: «meDeptTel»

f: «meFax»

e: «meDeptEMail»

w: «meWebAddress»

Ref LC3-08022012 V1

- leave entitlement. For the avoidance of doubt, any leave to which the Contractor is entitled should be taken outside of normal rest days.
- 7.1.5 to remedy, without charge and with the minimum disruption to the Client, either any work which the Client is dissatisfied with and which is notified to the Company or any defects in the Services provided to the Client arising from the Contractor's acts or omissions;
- 7.1.6 to take all reasonable steps to safeguard the Contractor's safety and the safety of any other person who may be affected by its acts or omissions on the Assignment;
- 7.1.7 to comply with any rules or obligations (including, without limitation to the foregoing any safety, site and security regulations, and the IT security (including any e mail and internet usage) policies in force at the premises where Services are performed during Assignments to the extent that they are reasonably applicable;
- 7.1.8 to co-operate with the Client's staff and accept the direction of any person in the Client's organisation to whom it is required to report and comply with all reasonable and lawful instructions within the scope of the Assignment made by the Client;
- 7.1.9 to furnish the Company with any progress reports as may be requested from time to time;
- 7.1.10 to take all reasonable precautions including (without limitation) using latest commercially available detection software to avoid introducing any viruses into the Client's systems or otherwise corrupting the Client's data and to indemnify the Company and/or the Client against all losses, liabilities, damages, costs, expenses (including legal fees) and charges incurred by the Company and/or the Client either from a breach of this clause 7.1.10 or any deliberate or negligent act or omission of the Supplier or its staff which either introduces a virus into the Client's system or corrupts the Client's data;
- 7.1.11 not to copy any computer software licensed to, or owned by, the Client for business or personal use;
- 7.1.12 to use only those passwords, and access only those parts of the Client's system, which the Client has authorised the Contractor to use and/or access;
- 7.1.13 to do nothing which could lead to anyone bringing a claim against the Company, the Client, any of their staff, or any other contractor;
- 7.1.14 not to offer or give or agree to give to any person, company or firm any gift or consideration of any kind as an inducement or reward for doing or forbearing to do anything in relation to the obtaining of this Contract or the execution of the Supplier's obligations under this Contract or for showing or forbearing to show favour or disfavour to any person, company or firm in relation to this Contract. Any breach of this Clause 7.1.14 or commission of any offence by the Supplier or the Supplier's staff, employees or sub-contractors under the Prevention of Corruption Acts 1889 to 1916 or the Bribery Act 2010 in relation to this Contract shall entitle the Company to terminate this Contract and recover from the Supplier the amount of any loss resulting from such cancellation and the amount or value of any gift or consideration;
- 7.1.15 to inform the Company in writing of any mistakes in information supplied by the Client concerning the purpose, design or conduct of the Services to be performed pursuant to the Assignment;
- 7.1.16 not to sub-contract to any third party any of the Services which it is required to perform under the Assignment;
- 7.1.17 not to do or omit to do anything which could constitute an offence under the Computer Misuse Act 1990;
- 7.1.18 not to export any information or data outside the European Union, without the prior written consent of the Client;
- 7.1.19 that where any part of the Assignment requires travel overseas or offshore it shall notify the Company in advance of such travel and supply any relevant information as may be reasonably requested by the Company.
- 7.1.20 to comply with the provisions of the Immigration, Asylum and Nationality Act 2006 in all relevant respects and the Supplier warrants that each Contractor:
- (a) has valid and appropriate authorisation to enter, remain and work in the United Kingdom (or other relevant country) for the duration of the Assignment and will produce them at the request of the Company and/or Client;
- (b) is not subject to any conditions relating to such authorisation which may preclude or have an adverse effect on the provision of the Services; and
- (c) shall following a request by the company promptly provide the Company with such documentation as the Company may require in order to establish the right of such Contractor to enter, remain and work in the United Kingdom (or other relevant country) for the duration of the Assignment.
- The Supplier further warrants and undertakes that it has completed pre-employment checks in relation to each Contractor as required under the Immigration Act and any formal code of conduct and/or guidance issued by the UK Border Agency.
- 7.1.21 not engage in any conduct detrimental to the interests of the Company and/or the Client which includes any inappropriate behaviour to the Client's staff or other contractors, or any conduct tending to bring the Company or the Client into disrepute or which results in the loss of custom or business to the Company or the Client;
- 7.1.22 to provide promptly to the Company any information requested by the Company that may be required to satisfy statutory legislation and/or reporting requirements.
- 7.1.23 The Supplier will indemnify and hold harmless the Company and/ or the Client against all losses, liabilities, damages, costs, expenses (including legal fees), fines and charges incurred by the Company and/or the Client from a breach of these clauses 7.1.1 to 7.1.22.

«meDivisionName»

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f: «meFax»

e: «meDeptEMail»

w: «meWebAddress»

Ref LC3-08022012 V1

8 ACKNOWLEDGEMENT

- 8.1 The Supplier acknowledges that all copyright, trademarks, patents, database rights and other intellectual property rights whether registered or not (together "the IPR") deriving from Services carried out by the Contractor for the Client during the Assignment ("Client IPR") shall belong to the Client and accordingly the Supplier shall:
- 8.1.1 disclose and deliver to the Client (or its nominee) any Client IPR promptly upon making, devising or discovering it, and provide the Client with such information, explanations and instructions as may be necessary for the Client to utilise, develop or complete such Client IPR or for the Client to apply for and obtain protection for such Client IPR in any and all countries and to vest title over such Client IPR in the Client absolutely;
 - 8.1.2 during and at all times after termination or expiry of the Assignment not do anything (whether by act or omission) to affect or imperil the validity of such protection in the Client IPR;
 - 8.1.3 render all reasonable assistance to obtain and maintain such protection or application or any extension of it as the Client may reasonably require (including without limitation to the foregoing, enter into any and all reasonable assignments of Client IPR as the Client may from time to time require);
 - 8.1.4 assign to the Client all present and future rights in or relating to the Client IPR (including without limitation the right to sue for past infringements and when such Client IPR comes into existence); and
 - 8.1.5 waive in favour of the Client all moral rights in relation to Client IPR to the extent permitted by law.
- 8.2 The Supplier shall (and will procure that the Contractor shall) execute all such documents and do all such acts at its own cost as the Company and/or the Client shall from time to time require in order to give effect to their rights pursuant to this clause 8.
- 8.3 The Supplier warrants, represents and undertakes to the Client that it has all licences and consents necessary to provide the Services under any Assignment and that the supply of such Services shall not infringe the IPR of any other person. The Supplier shall indemnify the Company and/or the Client against all losses, liabilities, damages, costs, expenses (including legal fees) and charges incurred by the Company and/or the Client arising from a breach of this warranty.
- 8.4 The Supplier accepts and acknowledges that Clients may use surveillance equipment at its premises for security reasons.
- 8.5 The Supplier accepts and gives its consent to the Company and Clients holding, processing and disclosing personal data, including obtaining explicit consent from its staff to hold sensitive personal data, relating to the Supplier and its staff within and outside of the European Union, to persons and organisations including, but not limited to, personnel engaged by the Client, or any group company to the Client, or to the Client's customers or to any other company to which the Contract is assigned or novated or to each of their professional advisors for the purposes of selecting and assigning the Supplier and its staff and for the proper performance of the Assignment.

9 CONFIDENTIALITY

- 9.1 In order to protect the confidentiality and trade secrets of the Client and without prejudice to every other duty to keep secret all information given to it or gained in confidence, the Supplier agrees on its own part and on behalf of its officers, employees and representatives:
- 9.1.1 not at any time whether during or after the Assignment (unless expressly so authorised by the Client or the Company as a necessary part of the performance of its duties, or except as may be required by court order, government action or regulatory requirement) to disclose to any person or to make use of any of the trade secrets or confidential information of the Client;
 - 9.1.2 to deliver up to the Client or the Company at the end of the Assignment all documents and other materials belonging to the Client (and all copies thereof) which are in its possession including documents and other materials created by him during the course of the Assignment;
 - 9.1.3 not at any time to make any copy, abstract, summary or precis 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 his duties under the Assignment in which event any such item shall belong to the Client or the Company as appropriate;
 - 9.1.4 to enter into such separate undertaking or agreement relating to confidentiality as may be required by the Client.

10 TERMINATION

- 10.1 The Assignment may be terminated by the Company or the Supplier giving the other party the period of notice specified in Clause 1 except in cases of emergency and the Company's decision as to what constitutes an emergency shall be conclusive.
- 10.2 Failure by the Supplier to give notice of termination as required in the Clause 1 shall constitute a breach of contract and shall entitle the Company to claim damages from the Supplier for any consequential loss suffered by the Company.
- 10.3 If the Contractor is unable for any reason to work on the Assignment the Supplier should inform the Company by no later than 9.30 am on the first day of absence to enable alternative arrangements to be made.
- 10.4 The Supplier acknowledges that the continuation of the Assignment is subject to and conditional upon the continuation of the contract entered into between the Company and the Client. In the event that the contract between the Company and the Client with regard to the Assignment or more generally is terminated or suspended for any reason, the Assignment shall cease or

«meDivisionName»

t: «meDeptTel»

f: «meFax»

e: «meDeptEMail»

w: «meWebAddress»

Ref LC3-08022012 V1

suspend with immediate effect and without notice or payment in lieu of notice. The Company shall not be liable to the Supplier in the event of termination or suspension of the Assignment.

- 10.5 In the event that the Supplier or the Contractor breaches any term of the Contract, the Company shall be entitled to terminate the Contract with immediate effect and without notice or payment in lieu of notice.
- 10.6 An Assignment may be terminated without notice or payment in lieu of notice by the Company if the Contractor fails to prove they have a legal right to work in the UK or such other country as applicable and/or produces documentation pursuant to clause 7.1.20 which the company reasonably believes are fraudulent.
- 10.7 An Assignment may be terminated without notice or payment in lieu of notice by the Company if the Contractor fails to perform the Services to the reasonable satisfaction of the Client.
- 10.8 The Company's right to terminate under this Clause 10 shall include the right to terminate during any period of notice being served.

11 RESTRICTION

Clause 11 is divided into two distinct parts. For Suppliers who wish to opt out from the Conduct of Employment Agencies and Employment Businesses Regulations 2003, Clause 11 B only applies. The Limited Company Opt-Out Notification form must be signed and returned to 'the Company'. If the Supplier wishes to remain in the Conduct of Employment Agencies and Employment Businesses Regulations 2003, only Clause 11 A applies.

11 A

- 11.1 The Supplier shall not, and shall procure that its Contractor provided pursuant to the Assignment shall not, for the duration of the Assignment provide services to a direct competitor of the client which are identical or substantially similar to the Services provided to the Client without the written permission of the Client, such permission not to be unreasonably withheld.
- 11.2 The Supplier accepts and acknowledges that if during the Relevant Period the Supplier (or any individual supplied by the Supplier) is engaged directly by the Client or any third party to whom the Supplier (or any individual supplied by the Supplier) was introduced by the Client, or is supplied to the Client or such third party, other than through the Company, then the Client shall be required to pay the Company the Transfer Fee. In the case of an engagement by the Client (whether directly or through another agency) the Client can, instead of paying the Transfer Fee, agree to an extended period of hire (the "Extended Period"), after which time the Supplier shall be able to be engaged directly by the Client, or through another agency, without payment of the Transfer Fee.
- 11.3 For the purposes of clause 11.2 above;
- 11.3.1 the "Extended Period" shall be 26 weeks or such other period as is specified in the Clause 1;
- 11.3.2 the "Relevant Period" shall be, if there was an introduction by the Company but no assignment within 6 months of the introduction of the Supplier by the Company or if there was an assignment the Relevant Period, the later of;
- 11.3.2.1 8 weeks commencing on the day after the Supplier (or as the case may be, the individual supplied by the Supplier) last worked for the Client pursuant to the Assignment; and
- 11.3.2.2 14 weeks commencing on the first day that the Supplier (or as the case may be, the individual supplied by the Supplier) first provided services to the Client pursuant to an assignment with the Company (provided that if there is a period of more than 42 days between assignments, this period shall commence on the first day of an assignment following such period between assignments).
- 11.3.3 Where the Client elects to extend the period of hire, the Client will be required to give the Company 7 day's prior notice in writing of its intention to do so. Where the Client fails to give such notice and directly engages the Supplier, the Transfer Fee will automatically become payable.
- 11.3.4 The "Transfer Fee" shall be equivalent to the introduction fee payable in the case of a permanent introduction in accordance with the terms and conditions applicable for the Client.

11 B

- 11.1 The Supplier shall not, and shall procure that its Contractor provided pursuant to the Assignment shall not, for the duration of the Assignment provide services to a direct competitor of the client which are identical or substantially similar to the Services provided to the Client without the written permission of the Client, such permission not to be unreasonably withheld.
- 11.2 The Supplier shall not, and shall procure that the Contractor shall not for a period of six (6) months following the termination of the Assignment supply its services directly, or through any other person, firm or company, to any Client for which it has carried out Services for the Company during the previous twelve (12) months, or to any third party it may have had material contact with as a result of performing its services for the client.

12 COMPUTER EQUIPMENT WARRANTY

- 12.1 The Supplier warrants to the Company and the Client that any computer equipment and associated software which it, or the Contractor, used for the purpose of performing the Services contains anti-virus protection with the latest released upgrade from time to time.

13 AGENCY WORKERS REGULATIONS 2010

- 13.1 For the purposes of this Contract the following terms shall have the following meanings;

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Ref LC3-08022012 V1

“AWR”	Agency Workers Regulations 2010;
“AWR Comparator Pay”	means the pay the Contractor is entitled to following the Qualifying Period
“First Assignment”	(a) the relevant Assignment (b) if, prior to the relevant Assignment: i. the Contractor has worked in any assignment in the same role with the Client as the role in which the Contractor works in the relevant Assignment; and ii the relevant Qualifying Period commenced in any such assignment, that assignment (an assignment being (for the purpose of this defined term) a period of time during which the Contractor is supplied by one or more Temporary Work Agencies to the relevant Client to work temporarily for and under the supervision and direction of the relevant Client;
“Qualifying Period”	has the meaning given under Regulation 7 of the AWR;
“Relevant Terms & Conditions”	has the meaning given under Regulation 6 of the AWR; and
“Temporary Work Agency”	has the meaning given under Regulation 4 of the AWR

- 13.2 If the Contractor has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, and if the Contractor is entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the AWR which are different and preferential to rights and entitlements relating to the same under the Working Time Regulations, any such terms and conditions will be notified to the Supplier, and the Supplier will give the Contractor any such entitlements.
- 13.3 If the Supplier and or Contractor consider that the Contractor has not or may not have received equal treatment under the AWR as a result of any act or omission of the Company, the Supplier may, or may request the Contractor to, raise this in writing with the Company setting out as fully as possible the basis of the Supplier's and/or Contractor's concerns.
- 13.4 Save to the extent any such loss results from any act or omission of the Company or the Client, the Supplier shall indemnify and keep indemnified the Company (or, as the case may be, the Client) against any losses the Company (or the Client) may suffer or incur as a result of any claim made by or on behalf of the Contractor under the AWR.
- 13.5 If the Supplier is a Temporary Work Agency, it will comply with the AWR in all relevant aspects.
- 13.6 If the Supplier is a Temporary Work Agency, it will notify the Company as soon as possible prior to the commencement of the first Assignment under this Contract if the Contractor has a permanent contract of employment with the Supplier that satisfies the requirements of Regulation 10 of the AWR and immediately if and when any such contract is terminated. The Supplier shall make a copy of such contract of employment available to the Company upon reasonable request. The Supplier warrants that it will not engage the Contractor on a permanent contract of employment without notifying the Company. The Supplier agrees to indemnify the Company for any breach of this Clause 13.6 and for any losses or claims incurred by the Company as a result of or arising from the Supplier's engagement of the Contractor or Supplier staff under a permanent contract providing for pay between assignments as defined by Regulation 10 of the AWR.
- 13.7 As soon as possible prior to the commencement of each Assignment and during each Assignment (as appropriate) and at any time at the Company's request, the Supplier undertakes to:
- 13.7.1 inform the Company of any calendar weeks between 1 October 2011 and prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment in which the Contractor has worked in the same or a similar role with the relevant Client via any third party and which the Supplier and or Contractor believes count or may count toward the Qualifying Period;
- 13.7.2 provide the Company with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by the Company; and
- 13.7.3 inform the Company if, since 1 October 2011, the Contractor has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:
- 13.7.3.1 completed two or more assignments with the Client;
- 13.7.3.2 completed at least one assignment with the Client and one or more earlier assignments with any member of the Client's Group; and or
- 13.7.3.3 worked in more than two roles during an assignment with the Client and on at least two occasions worked in a role that was not the same role as the previous role.
- 13.8 If the Contractor:
- 13.8.1 has completed the Qualifying Period on the start date of the relevant Assignment, the Company reserves the right to vary the Supplier's fees if there is any variation in the Relevant Terms and Conditions; or
- 13.8.2 completes the Qualifying Period during the relevant Assignment, the Company reserves the right to vary the Supplier's fees from the day after the date on which the Contractor completes the Qualifying Period and thereafter if there is any variation of the relevant Terms and Conditions.

Any such variation shall be notified to the Supplier.

The Supplier shall ensure that any variation to the fees in accordance with this clause 13.8 shall at the same time be passed down in the corresponding payments it shall make to the Contractor.

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- 13.9 On completion of the Qualifying Period the Contractor may be entitled to the Relevant Terms and Conditions. If this is the case, any such entitlement(s), the date from which any such entitlement(s) will commence and how any payment for such entitlement accrues in respect of the relevant assignment will be as notified to the Supplier and the Supplier will pass this information on to the Contractor, if the Supplier receives any such payment(s) from the Company, the Supplier will make the same payment(s) to the Contractor.
- 13.10 On completion of the Qualifying Period the Contractor may be entitled to paid annual and/or unpaid annual leave in addition to the Contractor's statutory entitlement of 28 days of paid annual leave under the Working Time Regulations provided by the Supplier. If this is the case, any such entitlement(s), the date from which any such entitlement(s) will commence and how any payment for such entitlement accrues in respect of the relevant assignment will be as notified to the Supplier and the Supplier will pass this information on to the Contractor, if the Supplier receives any such payment(s) for leave from the Company, the Supplier will make the same payment(s) to the Contractor.
- 13.11 If the Contractor has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, the Contractor may be entitled to receive a bonus. The Supplier will, and will procure that the Contractor will comply with any requirements of the Company and/or Client relating to the assessment of the Contractor's performance for the purpose of determining whether or not the Contractor is entitled to a bonus and the amount of any such bonus. If, subject to satisfying the relevant criteria, the Contractor is entitled to receive a bonus, the Company will pay the bonus to the Supplier and the Supplier will pay the bonus to the Contractor.
- 13.12 Clauses 13.8, 13.9, 13.10 and 13.11 will not apply where the Supplier is a Temporary Work Agency and the Supplier has confirmed to the Company that the Contractor has a permanent contract of employment that satisfies the requirements of Regulation 10 of the AWR.

14 NOTICES

- 14.1 All notices which are required to be given hereunder by the Supplier shall be in writing and shall be sent to the registered office from time to time of the party upon whom the notice is to be served. Any such notice may be delivered personally or by first class prepaid post or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours and if by facsimile transmission when despatched.

15 GOVERNING LAW AND JURISDICTION

- 15.1 The Contract shall be construed in accordance with the laws of England and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of the Contract shall be subject to the exclusive jurisdiction of the courts of England.

16 ILLEGALITY

- 16.1 If any provision or term of the Contract shall become or be declared illegal, invalid or unenforceable for any reason whatsoever including, but without limitation, by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of any Court or other body or authority having jurisdiction over the parties of the Contract such terms or provisions shall be divisible from the Contract and shall be deemed to be deleted from the Contract and the remainder of the provisions shall continue in full force and effect provided always that if any such deletion substantially affects or alters the commercial basis of the Contract the parties shall negotiate in good faith to amend or modify the provisions and terms of the Contract as necessary or desirable in the circumstances.

17 DISCLAIMER

- 17.1 The Company makes no representation nor does it accept any responsibility for ensuring that the terms of the Contract are an accurate reflection of the relationship between the Client and the Supplier. Furthermore the Company accepts no liability to the Supplier for any losses, expenses or liabilities incurred by the Supplier whether by reason of tax or other statutory or contractual liability to any third party arising from the Services provided.

18 ENTIRE AGREEMENT

- 18.1 The Contract and covering letter, constitutes the entire understanding between the parties concerning the subject matter hereof.

19 FORCE MAJEURE

- 19.1 Neither the Supplier nor the Company shall be liable for any breaches of its obligations under the Contract resulting from causes beyond its reasonable control including but not limited to Acts of God, fire, flood, explosion or other catastrophe.
- 19.2 The Supplier accepts that the Client shall not be liable for any breaches of its obligations to the Supplier under its agreement with the Company resulting from causes beyond its reasonable control including but not limited to Acts of God, fire, flood, explosion or other catastrophe.

20 WAIVER

- 20.1 The failure by either party to enforce at any time any one or more of the terms of the Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of the Contract.

21 EXPENSES

- 21.1 Except as otherwise provided in the Contract, each party shall pay its own expenses incurred in performing its obligations and complying with the terms of the Contract.

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22 NO PARTNERSHIP

22.1 Nothing in the Contract shall create or be deemed to create a partnership between the parties.

23 ASSIGNMENT

23.1 The Supplier shall not assign, transfer, charge or otherwise deal with its rights or obligations under the Contract, or attempt to do any such things, without the prior written consent of the Company (such consent not to be unreasonably withheld or delayed).

24 SEVERANCE

24.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

24.2 If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

25 MISCELLANEOUS

25.1 References to the singular include the plural and references to the masculine include the feminine and vice versa. The headings contained in these Terms are for convenience only and do not affect their interpretation. Unless otherwise specified, a reference to a statutory provision is a reference to that provision as amended, consolidated, extended or re-enacted from time to time (whether before or after the date of the Contract) and to any subordinate legislation made under it.

26 EXECUTION

26.1 By executing this Contract the Supplier unequivocally agrees to the terms without exception, alteration or modification.

SIGNED by		SIGNED by	«Image:mesigniture»
Print Name:		Print Name:	«meName»
Dated:		Dated:	«DocumentDate»
For and on Behalf of «THE SUPPLIER»		For and on Behalf of the THE COMPANY	