

**GENERAL TERMS AND CONDITIONS**  
**for the ENGAGEMENT OF (CONTRACT) PERSONNEL**  
**by Scott-Grant Limited**



**1 DEFINITIONS**

In these Terms and Conditions and in all contracts to which these terms and conditions apply:

- a) "The Company" means Scott-Grant Limited and any of its holding, subsidiary or associated companies.
- b) "The Client" means the person or organisation for whom or for which services are performed by the Personnel engaged by the Company.
- c) "The Personnel" means any person or organisation who or which has contracted with the Company to perform services for the Client.

**2 VALIDITY**

- a) All "Engagement of Personnel" contracts entered into by the Company are subject to these General Terms and Conditions.
- b) Should any term be or become invalid, the validity of the remaining terms will not be affected.
- c) No variation of these terms and conditions shall be effective unless agreed in writing and signed by a Director of the Company.
- d) Except as amended and/or added to by any Specific Condition(s) these General Terms and Conditions constitute the entire Agreement between the parties and supersede all previous written and verbal negotiations and representations.
- e) In the event of conflict between these Terms and Conditions and those of the Client the former shall apply.

**3 OPERATING BASIS**

- a) The Company's function is to supply Personnel to the Client and to carry out certain administrative tasks.
- b) The Personnel supplied to the Client is engaged under a contract for services with the Company and is not an employee or partner of the Company.
- c) The Client will be responsible for the identification of work to be undertaken by the Personnel.
- d) It is the Client's responsibility to provide the Company with accurate details of their requirement.
- e) It is the Personnel's responsibility to supply the Company with an up to date and accurate Curriculum Vitae and any supporting documentation.

**4 HOURS, LOCATION, DURATION**

- a) Unless alternative arrangements are made, the normal working week is 40 hours.
- b) Hours worked with the Client's consent between the hours of 7pm and 7am, Monday to Friday inclusive and any hours worked on Saturdays and Sundays will be paid at the additional rate specified in the Specific Conditions.
- c) Overtime may be worked by agreement between the Client and the Personnel; each hour (or part of an hour) of overtime, if authorised, will be paid on a pro-rata basis.
- d) The Personnel agrees to attend at the assignment location specified in the Specific Conditions and any other reasonable location(s) specified by the Client from time to time.
- e) The assignment will commence on the date specified in the Specific Conditions and will continue until any specified expiry date or earlier termination in accordance with General Condition 9.

**5 TRAVEL**

- a) Unless alternative arrangements are made, the cost of the Personnel's home to site (and return) travelling expenses is provided for in the fee payable by the Company to the Personnel.
- b) The Company will reimburse the Personnel in respect only of additional travelling expenses and subsistence incurred by the Personnel at the Client's request and authorisation at the rate specified in the Specific Conditions.

**6 TIMESHEETS, INVOICING, PAYMENT**

- a) Timesheets are supplied to all Personnel and are required to be completed weekly. Timesheets are to be approved and countersigned by the Client's authorised representative. It is the Personnel's responsibility to fax the signed and authorised timesheet to the Company or to send a copy by post to the Company in accordance with the Specific Conditions for the Engagement of (contract) Personnel. The Personnel should give the original timesheet to the Client's authorised representative.
- b) No payment will be made by the Company to the Personnel in respect of period(s) not actually worked during an assignment.
- c) Fees paid are inclusive of all subsistence.
- d) Any taxes and/or National Insurance contributions payable by the Company and/or Client in respect of the Personnel's services will be deducted from the payments to or, if relevant, recoverable from the Personnel.
- e) The Personnel will maintain up to date, complete and accurate accounting records.

**7 ADVANCES**

Any advances taken by the Personnel from the Client on assignment will be reclaimed from the Personnel by the Company.

**8 EXCLUSIONS, REGULATIONS, INDEMNITY**

- a) The Company shall not be liable to the Client in any manner whatsoever for any claim, loss, damage, cost or expense incurred by the Client, or arising otherwise in connection with any act, omission or neglect on the part of the Personnel. No documents relating to or property belonging to the Client must be taken off site, unless prior written authorisation is specifically given by the Client as to the removal of said documentation and/or property. The Client is responsible for all documentation and/or property. In the event of removal of such documentation and/or property without written authority, then the Personnel will be considered to have broken this Contract forthwith and will be wholly responsible in any manner whatsoever for the claim, loss, damage, cost or expense incurred by the Client or Company arising from the recovery or loss of such documentation and/or property.
- b) Similarly, the Company will not be liable to the Personnel in any manner whatsoever for any claim, loss, damage, cost or expense incurred by the Personnel or arising otherwise in connection with any act, omission or neglect on the part of the Client.

- c) The Client will at all times discharge and comply with all its obligations, duties and regulations (whether statutory or otherwise and including, without limitation, those relating to place, nature or system of work) in any way arising from or connected with the activities of any Personnel made available to the Client.
- d) The Client and any person specified in the Specific Conditions ("the Guarantor") will (as separate obligations) indemnify the Company against all claims, loss, damage, costs, expense or liability incurred or suffered by the Company arising out of or in connection with any of the matters referred to in this Condition 8.

## **9 TERMINATION**

- a) Either party may terminate this Agreement at any time by giving 7 days' notice to the other.
- b) If the Personnel fails to carry out any work allocated to him/her with a reasonable degree of skill or if he/she shall be guilty of any criminal act, gross default or other misconduct in connection with or affecting any such work at any time, then the Client and/or the Company may give notice terminating the Personnel's services forthwith.
- c) The Personnel agrees that upon termination of this Agreement for any reason (including and without limitation, the failure of the Personnel to carry out work to the requisite standard or the refusal of the Personnel to continue or complete an assignment), the Company may, at its discretion, withhold any final payment(s) due until such reasonable time as the Company is satisfied that no monies are owing to the Company, its agent(s) or Client(s) in connection with this Agreement and that no outstanding liabilities have been incurred by the Personnel. The Personnel also agrees that the Company may take deductions from the final payment(s) in settlement of such monies and/or liabilities.
- d) The Company may terminate this Agreement by notice to operate on a date specified in that notice if any of the following events occur:
  - (i) the Client discontinues business, becomes bankrupt or insolvent; seeks relief under any law for the aid of debtors; has a receiver, administrator, liquidator or trustee appointed over the whole or any part of its assets
  - (ii) if either an order is made, or a resolution passed for the winding up of or the appointment of an administrator in respect of the Client (unless the order or resolution is part of a scheme for the reconstruction or amalgamation of the Client)
  - (iii) if the Client comes under the direct or indirect or de facto control or direction of any other person who is a competitor of the Company.
- e) It is agreed that termination of this Agreement shall take effect without prejudice to any accrued or accruing rights and liabilities of either party.

## **10 POLICY**

- a) The Personnel agrees not to directly or indirectly approach nor respond to an approach from the Client with a view to the Personnel joining the permanent staff of or otherwise offering his/her services to the Client (or that of any intermediary or agent of the Client) without the prior written consent of a Director of the Company otherwise Condition 10c) will apply.
- b) The Personnel agrees that following the termination for any reason of the immediate assignment undertaken by the Personnel for the Client, the Personnel will not take up any employment with or otherwise offer or provide services to the Client, directly or indirectly, until a period of at least 6 calendar months has elapsed from the date of termination of that assignment, without the prior written consent of a Director of the Company otherwise Condition 10c) will apply.
- c) If this policy is contravened a recruitment fee will be payable to the Company by the Client.

## **11 CONFIDENTIAL INFORMATION**

At all times the Personnel will conduct his/her duties as if a member of the Client's staff in relation to information which is confidential to the Client.

The Personnel agrees not (except in the proper course of his/her duties) either during an assignment or afterwards to use or communicate or disclose directly or indirectly to any person or organisation about the customs, finances, business, trade secrets, methods, formulae, know-how, processes or other confidential information of the Company and/or its Clients or of any person or organisation with whom or which the Company from time to time has business. The Personnel shall also use his/her best endeavours to prevent any such communications or disclosures. All documents relating to the Company's business are the property of the Company and the Personnel shall, when required whether during or after the assignment, hand over to the Company all plans, drawings, memoranda and documents of any description relating to the affairs of the Company and/or its Clients which may be in his/her possession or control, whatever the storage medium.

## **12 DATA PROTECTION**

The Personnel agrees not to do or permit to be done anything which would or could adversely affect the Client's present registration (if any) under the Data Protection Act 1998 (or any amending or supplemental legislation).

## **13 LIMITED COMPANY PERSONNEL**

- a) Limited Company Personnel must forward copies of their Certificate of Incorporation and Value Added Tax Registration certificate (if registered) to the Company's address as soon as possible. All timesheets submitted must be followed by the Personnel's company invoice with the Value Added Tax registration number (if registered) recorded on it.
- b) The Guarantor guarantees to the Company the due performance of the Personnel's obligations under or in connection with this Agreement.

## **14 APPLICABLE LAW**

This Agreement is subject to the Laws of England and jurisdictions (at the option of the party commencing the proceedings) of the Courts of England or the Courts in the State in which the Client has its principal place of business.

## **15 ACCIDENTS, HEALTH AND SAFETY, SECURITY**

The Personnel must acquaint him/herself with all the Client's Health and Safety and security precautions and procedures and comply with any rules or obligations in force at the premises where services are performed by the Personnel during the Assignment, including accident reporting procedures.

## **Scott-Grant Limited**

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