

GENERAL TERMS AND CONDITIONS
for the SUPPLY 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 "Supply 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 a permanent 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) While all reasonable effort will be made, by the Company, to give satisfaction to the Client by endeavouring to obtain the services of the Personnel with reasonable standards of skill, integrity and reliability, and further to provide them in accordance with the Client's requirements, the Company can, by reason of the human element involved, offer no guarantee in this respect.

4 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 Client to the Company.
- b) The Client will reimburse the Company 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.

5 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 are subject to the additional charge per hour 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 charged for on a pro-rata basis.
- d) The assignment location is that specified in the Specific Conditions and any other reasonable location(s) agreed between the Client and the Personnel from time to time. The Client agrees to make available to the Personnel all office and other services reasonably necessary to carry out the assignment.
- 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 8.

6 TIMESHEETS, INVOICING, PAYMENT, VAT

- a) Timesheets are supplied to all Personnel and are required to be completed weekly. Timesheets will record all time spent on Client's work at the Client's offices and with the prior consent of the Client, whether in the Company's offices, in the Personnel's offices or elsewhere. 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) The Company will invoice the Client weekly on the basis of the contents of the approved timesheet. All invoices are strictly net and are due for payment at the Company's address within 21 days of the invoice date.
- c) The Client shall pay the Company in respect of each Personnel introduced by the Company at the rate(s) specified in the Specific Conditions and in respect of any overtime actually worked.
- d) All rates, other fees and agreed expenses are quoted exclusive of Value Added Tax at the rate applicable at the tax point.
- e) All invoices are payable without deduction or deferment in respect of any, or any alleged set-off or counterclaim.
- f) Interest is chargeable on a day to day basis on all overdue amounts at the rate (as well as before any judgement) of 8% in excess of the Base Rate in line with the Commercial Debts (Interest) Act 1998.

7 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. The Personnel are forbidden to remove documents or property from site unless prior written authorisation is specifically given by the Client as to the removal of said documents and/or property. The Client is responsible for all documentation and/or property taken off-site by the Personnel.
- b) 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 the place, nature or system of work) in any way arising from or connected with the activities of any Personnel made available to the Client.

- c) The Personnel 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 7.

8 TERMINATION

- a) Either party may terminate this Agreement at any time by giving 7 days' notice in writing 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. The Client shall be liable to the Company for all fees payable by the Client in respect of the Personnel's services up to the date of termination.
- c) If the Client fails to observe its contractual obligations to a material and significant extent and to remedy that failure within 7 days' notice from the Company requiring it to do so, then the Company has the right to terminate the Agreement without further notice.
- d) The Company may terminate this Agreement by notice in writing 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.

9 POLICY

- a) It is the policy of the Company not to approach, directly or indirectly, the permanent staff employed by the Client.
- b) The Client agrees not to approach, directly or indirectly, the Personnel and to reject any approach made by the Personnel to the Client with a view to the Personnel joining the permanent staff of or otherwise offering his/her services in any form 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 9 c) will apply.
- c) The Client may, with the prior written consent of a Director of the Company, transfer the Personnel onto its own staff on prior payment of a recruitment fee equivalent to 15% of the Personnel's annual remuneration. "Annual Remuneration" means the amount before deductions of any kind the Personnel would expect to earn during the first full calendar year of direct employment by the Client, including (without limitation) any bonus(es) and/or allowances normally payable during and/or completion of that year. No account is to be taken of overtime payments unless, and then only to the extent that, overtime working is obligatory.
- d) The Client agrees that following the termination for any reason of the immediate assignment undertaken by the Personnel for the Client, the Client will not employ or otherwise engage the services of the Personnel, 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 approval of a Director of the Company. If this policy is contravened a 15% recruitment fee will be payable to the Company by the Client as in Condition 9 c) above.

10 CONFIDENTIAL INFORMATION

The Company agrees not (except for the purposes of the assignment or communicating with its professional advisors or complying with any statutory duties) to use or communicate or disclose directly or indirectly to any person or organisation any information about the customs, finances, business, trade secrets, methods, formulae, know-how, processes or other confidential information of the Client and/or of any person or organisation with whom or which the Client from time to time has business. The Client also agrees to use its best endeavours to prevent any such communication(s) or disclosure(s).

11 DATA PROTECTION

The Client warrants to the Company that the Client has complied with the provisions of the Data Protection Act 1998 (and any amending or supplemental legislation) in connection with the use by and disclosure to the Personnel of data for the purpose of the assignment.

12 GUARANTEE

The Guarantor (if any) guarantees to the Company the due performance of all the Client's obligations under or in connection with this Agreement.

13 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.

14 ACCIDENTS, SAFETY AND SECURITY PROCEDURES

The Client must instruct the Personnel in all the Client's safety and security precautions and procedures. If any accident occurs the Client must inform the Company by telephone of all details of the accident without delay.

Scott-Grant Limited

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