

TERMS AND CONDITIONS OF BUSINESS

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions of Business ("Terms") the following definitions apply:-

"Assignment Schedule" means the particulars of the Specified Services to be supplied, subject to these Terms.

"Agency" means the person, firm or corporate body and to which the Company supplies the services of its personnel which is acting in the capacity of an employment business as defined by the Employment Agencies Act 1973.

"Contract" means each agreement which the Company makes with the Agency to provide Specified Services from time to time, whether agreed to verbally or in writing.

"Client" means the persons, firms or corporate bodies together with any subsidiary or associate as defined by the Companies Act 2006 requiring the services pursuant to the Contract.

"Company" means Clipper Contracting Group Ltd of The Court, The Street, Charmouth, Bridport, DT6 6PE.

"Personnel" means the employee, officers, subcontractors or representatives of the Company who provide the Specified Services.

"Specified Services" means the services to be provided by the Personnel under the Contract.

1.2 Unless the context otherwise requires, references to the singular include the plural. Reference to any statute or statutory provision includes a reference to that statute or statutory provision as amended, extended, re-enacted or consolidated from time to time and all statutory instruments or orders made pursuant to it.

1.3 The headings contained in these Terms are for convenience only and do not affect their interpretation.

1.4 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Agency and the Company and set out in writing and a copy of the varied terms is given to the Company and signed by the parties stating the date on or after which such varied terms shall apply.

2. MUTUAL OBLIGATIONS

2.1 The Agency shall not be obliged to offer work to the Company and the Company shall not be obliged to accept any work offered by the Agency from time to time.

2.2 The Specified Services shall be performed at such locations as the Agency and the Company may agree from time to time.

2.2 The Company shall be entitled to supply its services to any third party during the term of a Contract provided that this does not compromise the provision of the Specified Services it is engaged to provide to the Agency under the terms of the Contract.

3. COMPANY OBLIGATIONS

3.1 The Company's obligation to provide the Specified Services shall be discharged by such Personnel the Company may consider appropriate.

3.2 If, either before or during the course of the Contract, the Company becomes aware of any reason why Personnel supplied to provide the Specified Services may not be suitable for the Contract, the Company shall notify the Agency accordingly.

3.4 The Company will not knowingly engage in any conduct which is detrimental to the interests of the Agency which includes any conduct which may bring the Agency or its Client into disrepute or which results in the loss of custom or business for the Agency.

3.5 The Company agrees to comply with any statutory or other reasonable rules or obligations notified to it by the Agency to the extent that they are reasonably applicable to the Company while performing the Specified Services and to comply with the following conditions:

(a) To furnish the Agency with any progress reports as may be reasonably requested from time to time.

(b) To notify the Agency in writing if it should become insolvent, dissolved or subject to a winding up petition.

(c) To inform the Agency as soon as is reasonably practical if the Company is unable, for any reason, to perform the Specified Services during the course of each Contract.

3.6 The Company shall have reasonable autonomy in relation to determining the method of performance of the Specified Services but in doing so it shall require its Personnel to co-operate with any reasonable requests from the Agency to ensure that the Specified Services are provided in a timely and efficient manner and in accordance with health and safety obligations.

3.7 Nothing in these Terms shall render the Company or any of its Personnel to be an employee, worker or partner of the Agency or its Client.

- 3.8 It is the responsibility of the Company to pay statutory sick pay, maternity pay, holiday pay and any other statutory benefits to which the Personnel may be entitled.
- 3.9 The Company shall seek to ensure that Personnel perform the Specified Services with reasonable skill and care. In addition, the Company will take all reasonable steps to safeguard the health and safety of its Personnel and any other person who may be affected by the actions of his Personnel working on the Contract.
- 3.10 The Company will be responsible for any PAYE and National Insurance Contributions and any other taxes and statutory deductions payable in respect of the Personnel engaged on a Contract. The Company will indemnify the Agency against any claims or demands in respect of such payments on the basis that the Agency will provide assistance and information to the Company as the Company may require in order to defend such claims.
- 3.11 The Company and its Personnel will protect the confidentiality and trade secrets of the Agency and its Client and without prejudice to any other duty, to keep secret all information given to it or gained in confidence.
- 3.12 The Company will not at any time whether during or after a Contract ends (unless expressly so authorised by the Agency as a necessary part of the performance of its duties) disclose to any person or to make use of any of the trade secrets or confidential information relating to the business or affairs of the Agency or its Client.
- 3.13 The Company will deliver up to the Agency at the end of each Contract all documents and other materials belonging to the Agency (and all copies) which are in its possession including documents and other materials created by it or its Personnel during the course of the Contract which belong to the Agency.
- 3.14 The Company will not at any time make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Agency or its Client except when required to do so in the course of its duties under the Contract in which event any such item shall belong to the Agency or its Client.
- 4. OBLIGATIONS OF THE AGENCY**
- 4.1 The Agency shall furnish the Company with information as requested by the Company in order for the Company to arrange for the Specified Services to be carried out.
- 4.2 The Agency shall notify the Company, in advance, if Personnel are required to work outside the UK.
- 4.2 The Agency shall satisfy itself that Personnel have the required skills, qualifications and resources to perform the Specified Services before allowing Personnel to do so.
- 4.3 The Agency shall ensure that Personnel performing the Specified Services complete and, if required, sign timesheets to verify the number of hours worked each week. The Agency shall provide the Company with copies of such timesheets or sufficient information upon request to enable the Company to prepare invoices.
- 4.4 The Agency shall ensure that Personnel are provided with all relevant health & safety information and training relating to the Specified Services either prior to or at the commencement of the Contract.
- 4.5 The Agency will be responsible for ensuring the day to day health and safety of Personnel while at the Client's premises and shall establish whether the Specified Services to be provided pose any special or unusual risks to the health and safety of Personnel. The Agency shall communicate such risks to the Company and its Personnel prior to commencement of the performance of the Specified Services to be provided.
- 4.6 At the commencement of the Contract, the Agency shall inform the Company of the date the supply of Specified Services is to commence and the duration or likely duration of the Specified Services. The Agency shall also supply the following information to the Company;
- (a) the type of services, location and hours during which the Company will be required to supply the Specified Services;
 - (b) the fee rate that will be paid;
 - (c) any risks to health and safety known to the Agency and the steps the Agency has taken to prevent or control such risks and such other information as is identified.
 - (d) what experience, training, qualifications or any authorisation required by law or a professional body is necessary to provide the Specified Services.
- 4.7 The Agency confirms that all agreements the Agency has with third party Clients relating to the Specified Services, and the manner in which the services are to be performed, are consistent with these Terms.
- 5. INVOICING**
- 5.1 The Company shall submit invoices in the agreed form to the Agency. The invoice shall specify the amount due from the Agency to the Company giving a breakdown of the services performed. The Company shall take reasonable steps to provide the invoice and documentation to the Agency by no later than Friday on the week to which it relates.
- 5.2 Subject to receipt of the Company's invoice in accordance with clause 5.1 above, the Agency will pay the Company in accordance with the fees documented in the Assignment Schedule or as otherwise agreed between the parties plus expenses and VAT where appropriate.
- 5.3 All payments will be made directly into the Company's bank account within immediately on receipt of the Company's invoice unless otherwise agreed.
- 5.4 If the Company shall be unable for any reason to supply the Specified Services to the Agency no fees shall be payable by the Agency during any period that the Specified Services are not supplied.

5.5 If the Contract continues beyond the duration originally envisaged or specified, the Agency shall continue to pay fees to the Company in the same way as previously agreed until the Contract is terminated.

6. TERM OF AGREEMENT

6.1 The Contract shall commence on the date on which it is made and shall continue until completion of the Specified Services identified in the Assignment Schedule at which time the Contract shall expire automatically.

6.2 The Contract may also be terminated at any time by either the Agency or the Company (by an authorised representative which shall not include Personnel) giving to the other notice in writing of termination which shall not be less than three months.

6.3 Each party shall be entitled to terminate the Contract forthwith by notice in writing to the other party if:

- (a) the other party commits any serious and irremediable breach of the Contract; or
- (b) the other party commits any serious but remediable breach of Contract and fails to remedy such breach within the period of 21 days from the service on the party of a notice specifying the breach and requiring it to be remedied.

6.4 On termination of the Contract for any reason, the Company shall remain entitled to be paid fees in respect of all Specified Services executed or partly executed prior to the date of termination of the Contract.

6.5 The Agency may without notice and without liability instruct the Company to cease work pursuant to a Contract at any time, where:

- (a) the Agency reasonably believes that the Company has not observed any condition of confidentiality applicable to the Company from time to time;
- (b) the Company becomes insolvent, dissolved or subject to a winding up petition;
- (c) any representative of the Company working on the Contract is found guilty of any fraud, dishonesty or serious misconduct; or
- (d) the Company is unable to perform the Specified Services for over two days.

6.6 Termination of the Contract shall have no effect on any other agreements between the parties, which shall continue in full force and effect until terminated in accordance with these Terms.

6.7 This clause 6 sets out the entire basis on which the Agreement may be terminated.

7. ACKNOWLEDGMENTS

7.1 The Company acknowledges that all copyright, trademarks, patents and other intellectual property rights derived from services carried out during the term of the Contract by the Company and its Personnel shall either belong to the Agency or the Client.

7.2 Both parties acknowledge that when supplying the Specified Services the Company is not acting in the

capacity of an employment business (as defined in Conduct of Employment Agencies and Employment Businesses Regulations 2003 (the Regulations) and accordingly make no representations as to the identity or qualifications of the Personnel supplied pursuant to the Regulations.

7.3 Subject to clause 5, the Employment Business shall pay the Contractor for all hours worked regardless of whether the Employment Business has received payment from the Client for those hours.

7.4 The Company hereby acknowledges that it is its intention to opt out of the provisions of the Regulations (in accordance with Regulation 32(9) of the regulations) and accordingly, the provisions of the Regulations shall not apply to any Contracts performed pursuant to these Terms or otherwise.

8. NOTICES

8.1 All notices which are required to be given hereunder 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 when delivered if by hand within 48 hours, if by first class post and when dispatched if by facsimile transmission.

9. LIABILITY

9.1 Subject to the terms of this Clause 9, the Company shall not be liable for loss, damage or injury to any party resulting from the negligent acts or omissions of the Company or its Personnel except in each case to the extent that such acts or omissions constitute and give rise to a breach of this Contract by the Company and subject to the limitations on liability below.

9.2 The Company shall not be liable if such acts or omissions were done or omitted to be done by Personnel in accordance with the Agency's instructions or the instructions of its Client.

9.3 The Company shall ensure the provision of adequate Public Liability Insurance and Employers Liability Insurance in respect of its Personnel sufficient to satisfy the terms of the Contract and shall make a copy of the policies available to the Agency upon request.

9.4 The Agency shall ensure that the Company and its Personnel are suitably and adequately covered by appropriate professional indemnity, accident and public liability insurance policies of the Agency to undertake the Specified Services as detailed in the Assignment Schedule.

9.5 Without limiting the foregoing, the Agency shall ensure that such insurance covers Client staff that may be affected by any acts or omissions of the Personnel while they are at the Client's premises and shall make such policies available to the Company upon request and comply with the Company's reasonable requirements in respect of such policies.

9.6 The Company and its Personnel shall not be liable in contract, tort, negligence, breach of statutory duty or

otherwise for any indirect or consequential loss, damage, costs or expenses incurred or suffered by any person (however caused), including any loss of profits, turnover, business or goodwill suffered or incurred by any person.

9.7 Save in respect of death, personal injury or fraud, the Company's combined liability to any party under this Contract whether arising under any statute, in contract or in tort, shall in respect of any claim or series of related claims not exceed £1,000,000.

10. GOVERNING LAW AND JURISDICTION

10.1 These Terms shall be construed in accordance with the laws of England & Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of these Terms shall be subject to the exclusive jurisdiction of the Courts of England & Wales.

10.2 Any claims under this Agreement must be commenced within 6 months of the cause of action giving rise to the claim occurring.

11. ILLEGALITY

11.1 If any provision or term of these Terms 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 these Terms, such terms or provisions shall be divisible from these Terms and shall be deemed to be deleted and the remaining terms shall continue in full force and effect, provided always that if any such deletion substantially affects or alters the commercial basis of these Terms the parties shall negotiate in good faith to amend or modify the provisions and terms of these Terms as necessary or desirable in the circumstances.

12. MISCELLANEOUS

12.1 These Terms constitute the entire agreement and understanding between the parties and govern the contractual agreement between the parties. For the avoidance of doubt, Personnel providing services shall have no such authority to bind the Company or vary or amend this Contract.

12.2 In the event of any conflict or inconsistency between these Terms and any other terms and conditions now or in the future, these Terms shall prevail.

12.3 Except as otherwise provided herein, the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and no person other than the Agency and the Company shall have any rights under it.

12.4 These Terms replace and supersede any other terms and conditions provided by the Company or the Agency in respect of any agreement relating to the subject matter hereof now or in the future unless expressly otherwise agreed by the parties.

Signed:

Print Name:

Date:

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For and on behalf of:

Signed:

Print Name:

Date:

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FOR AND ON BEHALF OF CLIPPER CONTRACTING GROUP LTD