

OPTION C – Contract For Services (Personal Services Companies)

This Contract for Services is made between the limited company identified on page 5 of the registration form ("the Supplier") and Randstad CPE Limited ("the Company"), acting as an Employment Business for the purposes of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

1. INTERPRETATION AND DEFINITIONS

1.1. In this Agreement the following words and expressions have the following meanings:

"Agreement" means the agreement between the Company and the Supplier comprising the terms set out in this document and the Assignment Schedule;

"Application Documents" means any tender documentation, application form or other information provided by the Supplier or the Consultant to the Company about the experience, training, qualifications, authorisations and general suitability of the Supplier or the Consultant for performing the Services;

"Assignment Schedule" means the schedule issued by the Company detailing any specific assignment the Company has agreed to perform;

"Client" means the client identified in the Assignment Schedule;

"Consultant" means the individual defined in the Assignment Schedule or any replacement provided by the Supplier pursuant to Clause 4.1.6;

"Data Protection Laws" mean the Data Protection Act 1998, any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data;

"Intellectual Property Rights" means any and all present and future copyrights, registered designs, patents, trade marks, service marks, design rights, whether registered or unregistered, applications for any of the above, database rights, trade secrets, rights of confidence and all other similar rights recognised in any part of the world;

"Location" means the location at which the Client requires the Services to be supplied, as specified in the Assignment Schedule;

"Services" means the services to be provided by the Supplier, as specified in the Assignment Schedule;

"Tax" means all PAYE, VAT and Corporation Taxes which the Supplier or Consultant may be liable to pay to the appropriate authorities in connection to payments made under this agreement and shall be deemed to include any similar liabilities incurred in jurisdictions outside the United Kingdom;

"Work Results" means any item of work carried out and delivered pursuant to this Agreement as part of or arising out of the Services.

1.2. Each term starting with a capital letter and not defined in Clause 1.1 or elsewhere in this Agreement is as defined in the Assignment Schedule.

2. SUPPLIER'S OBLIGATIONS

The Supplier shall:

2.1. Use the utmost care, diligence and skill in supplying the Services, taking full responsibility for the manner in which the Services are performed by the Supplier and the Consultant;

2.2. Where necessary, provide at its own cost all such equipment and training for the Consultant as is reasonably required for providing the Services;

2.3. At all times comply with the Company's and the Client's health & safety, site and security regulations and current health, safety and environmental legislation to the extent that they are applicable to work carried out by independent contractors;

2.4. Not engage in any conduct detrimental to the interests of the Company or the Client, including, without limitation, any conduct likely to bring the Company or the Client into disrepute;

2.5. Give reasonable notice to the Company and the Client of any period of absence during which the Supplier will not be providing the Services;

2.6. Not without the prior written consent of the Company or the Client accept any consultancy, employment, directorship, or other position or engagement which would, in the reasonable opinion of the Company or the Client, create a conflict of interest with its obligations under this Agreement;

2.7. Supply copies of any documents, qualifications, professional memberships or authorisations to the Company that the Supplier or the Consultant is required to have by the Company or the Client in order to provide the Services;

2.8. Be responsible for paying any wages, statutory sick pay, holiday pay, statutory maternity pay, paternity pay and adoption pay to its Consultant as appropriate and account to the relevant authorities in respect of Tax and all other statutory deductions;

2.9. Ensure that the information supplied to the Company by the Supplier and the Consultant in any Application Document or pre-contractual statement is accurate, complete and not misleading;

2.10. Provide evidence of the Consultant's identity and co-operate with any checks reasonably required by the Company or Client in respect of the Consultant's experience, training, qualifications, authorisations and eligibility to work in the United Kingdom or such jurisdiction as the Services are to be provided in;

2.11. Ensure that any Consultant provided by the Supplier has the experience, training, qualifications and any authorisation which the Client considers necessary, or which are required by law or by any professional body for the Consultant to perform the Services;

2.12. Ensure that, in respect of any rail assignment, the Supplier and Consultant only carry out works and duties specific to their competencies held and only as endorsed and supported by the Company's Link-up Accreditation;

2.13. Notify the Company if the Supplier becomes aware of any reason why the Supplier or any Consultant may be unsuitable to carry out the Services

2.14. Procure that the Consultant complies with the requirements of Clauses 2,3,5,6,7 and 8;

3. TIMESHEETS & FEES

3.1. The Supplier shall:

3.1.1. Deliver completed timesheets weekly, in a form approved by the Company, to an authorised representative of the Client for signing and return the same to the Company;

3.1.2. Raise invoices in respect of the Services on a weekly basis, except where the Supplier has agreed to self-billing by the Company, in which case the Company will raise the invoice on behalf of the Supplier;

3.1.3. Ensure that any invoices raised pursuant to Clause 3.1.2 comply with the payment rates defined in the Assignment Schedule or such other pay rate as has been agreed between the parties and confirmed in writing by the Company.

3.2. The Supplier acknowledges that it is the Supplier's responsibility to provide evidence of the hours worked by the Consultant and the Company shall not therefore be liable to pay any fees to the Supplier until the Supplier has either supplied such evidence or the Company has received confirmation of the hours worked directly from the Client.

3.3. In the event of a dispute regarding the number of hours worked by a Consultant, the Company shall not be liable to pay the Supplier in respect of the disputed hours until such dispute has been resolved to the reasonable satisfaction of the Supplier, Company and Client.

3.4. Unless otherwise confirmed in writing by the Company, the Supplier shall not be entitled to claim from the Company or the Client any expenses incurred in connection with the performance of the Services.

3.5. Subject to the Supplier performing the Services in accordance with this Agreement, the Company shall pay the Supplier's invoices within ten working days of receipt.

3.6. If the Supplier receives an overpayment of fees from the Company, the Supplier shall repay such overpayment to the Company within ten working days of being notified of such overpayment by the Company.

3.7. The Company shall be entitled to set off any sum it may be liable to pay the Supplier against any sum the Supplier may be or become liable to pay the Company in connection with this Agreement.

4. SUPPLIER'S STATUS

4.1. The parties acknowledge that:

4.1.1. Neither the Supplier nor the Consultant is the employee, worker, agent, partner or servant of the Company or the Client;

4.1.2. The Supplier is an independent contractor and any Consultant provided pursuant to this Agreement shall be engaged by or subcontracted to the Supplier;

4.1.3. This Agreement is not an exclusive arrangement and, subject to Clauses 2.6 and 5.1, if applicable, nothing in this Agreement shall prevent the Supplier from providing other services to any third party;

4.1.4. The Company is not obliged to put the Supplier or the Consultant forward to a Client for the provision of Services nor is the Supplier or the Consultant obliged to provide Services to the Client beyond the termination or expiry of this Agreement;

4.1.5. The Supplier shall have reasonable autonomy in relation to determining the method of performance of the Services but, in doing so, shall co-operate with the needs of the Client at all times;

4.1.6. The Supplier shall be entitled at any time to provide a suitably qualified alternative Consultant to perform the Services provided that such alternative Consultant is approved in advance by the Company and the Client and that adequate handover arrangements between the Consultants are made at the Supplier's expense.

5. PROTECTION OF THE COMPANY'S BUSINESS

5.1. The Supplier shall not alone or jointly with another or others in any capacity and whether or not for its benefit and whether directly or indirectly, either during the term of this Agreement or for a period of three calendar months after the termination or expiry of this Agreement, enter into or approach with a view to entering into an agreement to provide services to:

5.1.1. The Client; or

5.1.2. Any subsidiary, parent company or other company within the Client's group of companies; or

5.1.3. Any other person with whom the Supplier or the Consultant has had material contact in the course of supplying the Services in the six months prior to termination or expiry of this Agreement or during the term of this Agreement if shorter than six months.

5.2. The Supplier shall notify the Company without delay if it, or any Consultant provided by it, receives an offer of employment or engagement from the Client during the course of an assignment or within three months of an assignment's termination.

6. DATA PROTECTION

6.1. The Supplier warrants that, in relation to this Agreement, it shall comply strictly with all provisions applicable to it under Data Protection Laws and that the Consultant has consented in writing to the Company and the Client:

6.1.1. Processing the Consultant's personal data for purposes connected with the provision of the Services; and

6.1.2. Exporting or processing the Consultant's personal data in jurisdictions outside the European Economic Area for purposes connected with the performance of this Agreement.

7. CONFIDENTIALITY

The Supplier shall:

7.1. Keep confidential all information relating to the Company's and the Client's business and affairs ("Confidential Information") which may become known to it through the provision of Services;

7.2. Not use any Confidential Information or remove from the Client's premises any material containing any Confidential Information except with the permission of the Client and for the purposes of providing the Services;

7.3. Enter into any Confidentiality or Non-Disclosure Agreement reasonably required by the Company or the Client;

7.4. On request, return to the Client all documents, papers or other such materials, in any format whatsoever, in its or the Consultant's possession or control and which belong to the Client.

8. INTELLECTUAL PROPERTY & WORK RESULTS

The Supplier warrants, represents and undertakes to the Company that:

8.1. Supply of the Services shall not infringe the Intellectual Property Rights of any person or business;

8.2. On request, it will disclose and assign to the Client or Client's nominee for the exclusive use and benefit of the Client or the Client's nominee, any Work Results promptly upon making, devising or discovering them;

8.3. If the Supplier becomes aware of any matter which may give rise to a claim or proceedings for breach of Intellectual Property Rights in respect of any Work Results, the Supplier shall:

8.3.1. Promptly notify the Company and the Client in writing, giving details of such claim or proceedings brought or threatened against the Supplier or the Consultant;

8.3.2. Make no admission in respect of such claim;

8.3.3. Permit the Client to conduct all negotiations, proceedings and settlements in relation to any such claim at the Supplier's cost and expense;

8.3.4. Give the Client all reasonable assistance in connection with any such claims or proceedings;

8.3.5. Do all such acts and things reasonably required to render the Work Results which are the subject of the claim non-infringing without affecting any of the Supplier's other duties and obligations under this Agreement or obtain a licence at the Supplier's cost from the third party granting the Supplier and the Client the right to continue using them.

9. INSURANCE & INDEMNITY

9.1. The Supplier shall indemnify the Company against all claims, actions, losses or demands received, incurred or suffered by the Company in respect of:

9.1.1. Any failure by the Supplier to comply with its obligations under this Agreement;

9.1.2. Any negligent, wrongful or fraudulent act or omission of the Supplier or the Consultant in the provision of the Services;

9.1.3. Any claim by a Consultant or finding by an official, public or regulatory body or authority that a Consultant is an employee of the Company or of the Client or that the Consultant is otherwise entitled to the rights and benefits available to an employee.

9.2. The Supplier shall take out and maintain Public Liability insurance with not less than £2,000,000 of coverage in respect of the Services and shall supply the Company with evidence of such cover on request.

9.3. Where appropriate to the Supplier's business or the Consultant's profession or where requested by the Company or Client in writing, the Supplier shall take out and maintain Professional Indemnity insurance to adequately insure against any claim which may arise against the Supplier in respect of the Services provided pursuant to this Agreement.

9.4. If the Supplier fails to provide evidence of any insurance required under this Agreement, the Company may include the Supplier within the Company's temporary policy coverage and invoice the costs to the Supplier or set off the costs against any monies owing to the Supplier;

10. TERMINATION

10.1. Unless otherwise agreed between the parties and confirmed in writing by the Company, an assignment may be terminated at any time by the Supplier, Company or Client by verbal or written notice and with immediate effect.

10.2. On termination of an assignment, the Supplier shall:

10.2.1. Ensure that any property belonging to the Client in its or the Consultant's possession is returned without delay;

10.2.2. Co-operate fully with handing over the Services to the Client or any third party nominated by the Client;

10.2.3. Arrange for an authorised representative of the Client to sign any remaining timesheets in respect of the Services,

10.3. This Agreement may be terminated by either the Supplier or the Company on one week's written notice.

10.4. Notwithstanding the rights of the parties to terminate this Agreement under Clause 10.3, Clauses 5,6,7,8 and 9 shall survive the termination of this Agreement.

11. GENERAL

11.1. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and arrangements relating to the Services, whether written, verbal or implied.

11.2. The Supplier acknowledges that, in entering this Agreement, it has not relied on any representations made by the Company before the execution of this Agreement other than those expressly set out in this Agreement.

11.3. The Supplier shall not be entitled to assign or sub-contract its obligations or rights under this Agreement to any third party or to procure that the Services are performed by any person other than the Consultant save in accordance with Clause 4.1.6.

11.4. No amendment to this Agreement shall be effective unless it is in writing and signed by or on behalf of each party by a person duly authorised by that party.

11.5. This agreement shall be governed by and construed in all aspects in accordance English Law and the courts of England and Wales shall have exclusive jurisdiction in respect of any actions which may arise.