

Our Ref: PDT/reh

Dear Sirs,

Temporary Workers who operate through their own Limited Company

We are again reviewing the status and insurance levels of all our temporary workers who are paid through their own personal services companies. This is to protect both you and Hill McGlynn from a number of risks caused by recent changes to legislation. So we are creating an approved supplier list again this year.

The key question for you as a temporary worker using a Limited Company is “**Why should I care?**” There are two areas that you are potentially exposed on. These are:

- Income Tax & National Insurance
- Insurance

Tax & N.I

Many of you have probably heard of IR 35 which was introduced in 2000, and as a piece of legislation it still exists and the Inland Revenue appear to be taking a more aggressive approach to its policing now. For a temporary worker who falls foul of these regulations and is investigated by the Inland Revenue, apart from the loss of time and costs involved with defending yourself the penalties are severe and typically will be in the region of £5,000 to £7,000 per year and this could be carried back over 12 years.

You, the owner of the Limited Company would be responsible for this. In terms of what you can do to avoid this, you must show in the way you work for your clients that the nature of your work is that of self-employment. Two things that will assist in that are ensuring you have a contract with us that treats you as a Limited Company Contractor who is taking responsibility for his work. It is also worth opting out of the Employment Agency Act which tries to give employment style protection to agency workers. Other areas to consider are not letting the client you work for treat you as an employee. No one thing is specifically going to dictate your employment status but if you have a number of factors pointing to self employment any case you need to put to the Inland Revenue will be that much stronger.

Insurance

All Limited Companies in the United Kingdom must have Employers and recommended to have Public Liability Insurance. Our clients also require us to hold

Public Liability for our temporary workers, however as you have elected to work through your own Limited Company you are **NOT** covered by either the clients or Hill McGlynn's Insurance. This fact means it is mandatory for sub contractors of Hill McGlynn to hold Public Liability Insurance. The existence of adequate insurance is also another indicator of self employment, showing you to be taking your business responsibilities seriously.

The effect of this is that you are at risk personally if you do not hold Public Liability Insurance. As part of our approval process we require all Limited Companies to show their Insurance Certificates and if you do not hold Public Liability you can obtain it from our recommended broker, Naylor Wright for approximately £200. Alternatively we have obtained a separate policy which will cover you and we will automatically include you in if you have no cover. This insurance bundle will include both:-

- Public Liability Insurance for your company.
- Accident at Work Insurance.

The benefits of the Accident Policy are enclosed and we are sure you will agree they are worth having in the event of an accident making you unable to work for a period. We will deduct a weekly nominal fee for the insurance bundle (at August 2006 the fee is £4 per week) if this option is taken.

We would be grateful if you would complete the questionnaire as full as possible and return to me at Hill McGlynn & Associates Ltd, Prospect House, Meridians Cross, Ocean Way, Ocean Village, Southampton SO14 3TJ.

If you do have any queries please either email to subbies@hillmcglynn.com or phone 023 8022 7733 where I will be happy to help you.

Thank you for your assistance.

Yours sincerely

Paul Tonks
Finance Director



APPROVED SUPPLIER QUESTIONNAIRE
(Please answer questions as soon as possible)

- 1. **Company Name:**
- 2. **Company Registered No:**
- 3. **Registered Address:**

Tick when complete

- 4. **Please attach a copy of Company Registered Certificate.**
- 5. **Please attach a copy of VAT Registration Certificate.**
- 6. **Insurance Questionnaire – (See attached)**

Normally we would expect all companies to have Employers Liability Insurance, however there are some exceptions for very small companies. It should be noted, Public Liability Insurance is obligatory for all temporary workers as it is required by all major contractors for any sub contractors on their sites. As a company you have opted out of insurance cover Hill McGlynn holds and must provide your own. Professional Indemnity Insurance is preferred but currently optional. Particularly useful for “professional” workers – i.e: site engineers, quantity surveyors, project workers etc.

- 7. **Opt Out from Employment Agencies Act – see attached**

We would point out that this is optional, however it confers employment type rights to contractors and if Limited Companies do not opt out this may lead to Inland Revenue challenging your tax status.

- 8 **Contract for Limited Company Contractors – see attached.**

This contract is our up to date contract reflecting the latest legislation and is the terms that we apply to the relationship between Hill McGlynn and Limited Company supplying contractors. If you fail to sign and return it or query it then we deem you have agreed to the terms therein.

- 9. **CIS Card No:**

Please attach copy of card

For any workers who are covered by construction operations then we must have sight of your CIS card to pay workers using your services. We are unable to pay companies who fail to show their CIS Card if they are involved in “construction operations”, this cover almost all workers involved in construction site based work.



INSURANCE INFORMATION

Please complete or enclose details of the following. It may be appropriate for your Insurers or Brokers to complete this section.

Employers Liability Insurance **YES/NO**
(Please supply copy)

Insurer:

Policy No:

Renewal Date:

Business activities as defined in the policy:

Does the policy:

Contain an “Indemnity to Principals” clause **YES/NO**
Apply fully to the work to be carried out for Hill McGlynn & Associates Ltd and does not contain any height or depth work limitations, or special exclusions (e.g: in connection with the use of explosives?) and is otherwise entirely free from restricting endorsements.

Include liability assumed under contract. **YES/NO**

Provide unlimited indemnity **YES/NO**

Include, as employees: labour masters and persons supplied by them, labour only sub-contractors and persons employed by them, self – employed persons and persons hired or borrowed from any Authority, firm or person.

YES/NO



**Public Liability Insurance
YES/NO**

(Please supply copy)

Insurer:

Policy No:

Renewal Date:

Business activities as defined in the policy:

Does the policy (and any excess layer policies):

Apply fully to the work to be carried out for Hill McGlynn & Associates Ltd and does not contain any height or depth or work limitations, or special exclusions (e.g. in connection with the use of explosives?)

Provide full indemnity to the Client **YES/NO**

Provide an indemnity limit of any occurrence, unlimited in the period of Insurance **YES/NO**

Have no exclusion of:

Fire or Explosion. **YES/NO**

Working Risk in connection with any type of plant. **YES/NO**

Subsidence, collapse, removal or weakening of support or similar risks. **YES/NO**

Flood, pollution or damage to under-ground services **YES/NO**

Include liability for accidents to or caused by your workers **YES/NO**

Include Product Liability for accidents caused by work after Completion, or by products supplied. **YES/NO**

In respect of injury or damage has no advice or design exclusion **YES/NO**

Does the policy exclude:

The premises in or upon which the work is being carried out property being worked upon **YES/NO**

What is the amount of the policy excess?.....



Professional Indemnity Insurance

YES/NO

(Please supply copy)

Insurers & Branch:

Policy No:

Renewal Date:

Indemnity Limit (state whether any one incident or annual aggregate)
.....
.....

Amount of excess applicable.....

Does your cover include any of the following:

Demolition: **YES/NO**

Rail Work **YES/NO**

Any other please detail:
.....
.....

Accident Policy

Does your company have a accident policy for your workforce **YES/NO**

(Please supply copy)

If answer is no, what is your companies procedures for accidents incurred by your workforce
.....
.....
.....

WE CONFIRM THAT ALL INSURANCES ARE PAID UP TO DATE **YES/NO**



**The Conduct of Employment Agencies and Employment Businesses Regulations
2003 (“the regulations”)**

Opt-out notice (Limited Company)

This document is an opt-out notice under Regulation 32 paragraph (9) and should be read in conjunction with Opt-out Notices of Temporary Worker(s) supplied by the Work-seeker Company.

It is given by:

whose registered office is at

.....
And whose registered number is (“the Work-Seeker Company”); and
to:

- Hill McGlynn & Associates Limited (company number 1275025) whose address for correspondence is Prospect House, Meridians Cross, Ocean Village, Southampton, Hampshire, SO14 3TJ whether acting as an employment business or employment agency (the “Staffing Company”) and

The first hirer or any other hirer (each a “Subsequent Hirer”) for the purpose of any subsequent engagement, work or position in respect of which the Staffing Company may provide work –finding services to the Work-Seeker Company and/or Worker (each a “Subsequent Engagement”)

In respect of the following (subject to the notes set out at the foot of this notice):

1. the Work-Seeker Company freely agrees that paragraphs (1)-(8) of Regulation 32 should not apply in respect of:
 - 1.1. the First Engagement; or
 - 1.2. Unless and until the Worker has validly serves a withdrawl of this notice in accordance with paragraph (10) of regulation 32 and note A below (“Valid Withdrawal”) and Subsequent Engagement;
 and;
2. the Work-Seeker Company understands that this means that (unless and until Valid Withdrawal) the protection otherwise provided under the Regulations will not apply in respect of their relationship with the Staffing Company.

Signed:

Date:.....

(for and on behalf of the Work-Seeker Company)

NOTES

- A. Any withdrawal notice under paragraph (10) of Regulation 32 to the Staffing Company shall not be effective unless:
- In accordance with that paragraph;
 - in writing; and
 - Sent by post to Prospect House address
- And shall be deemed served on the (fifth) business day after the day on which the notice has been sent by such post.
- B. This notice constitutes also a warranty, covenant and undertaking jointly and severally from each of the Worker and the Work-Seeker Company that the statements made by them or either of them in this notice are true and correct and that (without limitation):
- (i) neither the Worker nor the Work-Seeker Company has at or prior to the time of the giving of this notice been introduced to the First Hirer or any other Subsequent Hirer for the purposes of the First Engagement or any Subsequent Engagement; and
 - (ii) The provision of work –finding services by the staffing Company has not been made conditional on the Work – Seeker Company and/or the Worker giving notice to the effect of this notice.
- C. This notice shall endure for the benefit of any successors, assigns or associated companies of the Staffing Company.
- D. The Work-Seeker Company and Worker hereby authorise the Staffing Company on their behalf to serve this notice (to the extent required under Regulation 32 paragraph (9) on the First Hirer and any Subsequent Hirer.
- E. The giving and acceptance of this notice is no way constitutes an admission by the Worker, the Work-Seeker Company, the Staffing Company or the First Hirer or any Subsequent Hirer that:
- (i) the regulations would otherwise apply in respect of the First Engagement or any Subsequent Engagement;
 - (ii) either the Work-Seeker Company or the Worker is under the control of the First Hirer or any Subsequent Hirer.
 - (iii) the Staffing Company has supplied, is supplying or will supply work-finding services to any person; or

If such work-finding services have been, are being or will be supplied, they are supplied to the Work-Seeker Company (as opposed, for example, to the Worker).



DATED:

HILL MCGLYNN & ASSOCIATES LTD AND SUBSIDIARY COMPANIES (1)

AND

[]

**AGREEMENT FOR THE SUPPLY OF SERVICES:
CONTRACTORS**

“Business Day”	any day (other than Saturday & Sunday) on which clearing banks are open for business in London;
“Client”	the client defined in the Assignment Schedule
“Client’ s Group”	the client, any body corporate of which the Client is subsidiary (as defined in Section 736 of the Companies Act 1985), any other subsidiary of such body corporate and any other subsidiary of the Client;
“Conducts Regulations”	the conduct of Employment Agencies and Employment Businesses Regulations 2003.
“Consultant”	the Consultant defined in the Assignment Schedule and any replacement pursuant to Clause 8.2.
“Data Protection Laws”	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.
“Force Majeure”	any cause preventing a party from performing any or all of it’s obligations arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the party so affected.
“Location(s)”	the location(s) at which the client requires the Services to be supplied, as set out in the Assignment schedule.
“Losses”	all losses, liabilities, damages, costs, expenses whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;

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.

1.3 Any reference, express or implied, to an enactment includes a reference to the enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this agreement) under it from time to time.

- 1.4 Where the context permits, words denoting:
 - 1.4.1 Persons shall include bodies corporate and unincorporated associates of persons
 - 1.4.2 the singular includes the plural and vice versa; and
 - 1.4.3 One gender shall include any gender.
- 1.5 The headings in this Agreement are for ease of reference only and do not affect it's interpretation.
- 1.6 Any reference in this Agreement to a Clause is, unless otherwise stated, to a Clause of this Agreement.

2. SUPPLIERS OBLIGATIONS

The Supplier shall:

- 2.1 Use reasonable care and skill in supplying the Services
- 2.2 Deliver completed timesheets (in a form approved by the Group) weekly to an authorised representative for the Client for signing and return the same to the Group and the Supplier.
 - 2.2.1 acknowledgement that failure by the supplier so to deliver and return any timesheet may delay payment to the Supplier while the Group makes enquiries to verify the hours worked.
 - 2.2.2 agrees that failure by the supplier to deliver and return any timesheet shall constitute a breach of this Agreement entitling the Group to terminate the Agreement and claim damages against the Supplier for any Losses suffered or incurred by the Group, and
 - 2.2.3 confirms that, by signing this Agreement, it is aware that it could be a criminal offence for the Supplier and/or the Consultant to falsify any timesheet, for example by claiming that the Services were supplied for hours for which they were not in fact supplied;
- 2.3 Supply the Services in accordance with Best Industry Practice at all times taking responsibility for the way in which the services are performed.
- 2.4 Comply with all the Client's health & safety, site and security regulations and current health, safety and environmental legislation while (if ever) at the Client's sites.
- 2.5 not engage in any conduct detrimental to the interests of the Group or the Client, including, without limitation, any conduct , likely to bring the Group or the Client into disrepute.
- 2.6 Give reasonable notice to the Group and the Client of any period of Absence during which the supplier will not be providing the Services.

- 2.7 be covered by relevant insurance(s) in connection with the service and supply the Group with evidence of cover on request. In the absence of satisfactory evidence of such insurance(s) the Group reserves the right to include the company within the Group's temporary policy coverage and pass on these costs to the company.
- 2.8 Supply to the group copies of any relevant qualifications or authorisations that the Supplier and/or the Consultant is required by law or any professional body to have in order to provide the Services to the Client.
- 2.9 where necessary, provide at its own cost all such equipment and training for the Consultant as is reasonable for the adequate performance of the Services.
- 2.10 Not (without the prior written consent of the Group and/or Client) accept any consultancy, employment, directorship, or other position or engagement which would (or may, in the reasonable opinion of the Group) compromise or create a conflict of interest with its obligations under this Agreement.
- 2.11 Indemnify the Group against all losses incurred by the Group arising out of any negligent, wrongful or fraudulent act or omission of the Supplier and/or Consultant; and
- 2.12 procure that the Consultant shall comply with the provisions of Clauses 2, 4, 5 6 and 8 as if the consultant were a party to this agreement in place of the Supplier.

3. **PAYMENT OF FEES**

- 3.1 The supplier shall issue these invoices for the Services on a weekly basis, except where the Supplier has agreed to self-billing by the Group, in which the Group will raise the invoice on behalf of the Supplier. Such invoices shall comply with the applicable Payment Rates. Subject to the Supplier performing the Services in accordance with this Agreement, the Group shall pay the Suppliers invoices within 10 Business Days of Receipt.
- 3.2 The Supplier shall only be entitled to issue invoices based in Payment Rates other than the Normal Rate where the Client has authorised the relevant work to be done at such rates.
- 3.3 The Group shall be entitled to set off against any sum it may be liable to pay the Supplier any sums the Supplier may be or become liable to pay the Group on connection with this Agreement.
- 3.4 Unless otherwise agreed in writing, the Supplier shall not be entitled to claim from the Group (or the Client) any expenses incurred in connection with the performance of the Services.

4. SUPPLIER'S STATUS

The parties acknowledge that neither the Supplier nor the Consultant is the employee, worker, agent, partner or servant of the Group (or the Client) accordingly:

- 4.1 This Agreement is not an exclusive arrangement and (subject to Clauses 2.12 and 6, if applicable) nothing in this Agreement shall prevent the Supplier or the consultant from engaging in other consultancy and/or project management services or any other services for any third party.
- 4.2 the Group is not obliged to put the Supplier or the Consultant forward for consideration by the 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.
- 4.3 the Supplier shall (and shall procure that the Consultant shall) comply with all legal and fiscal obligations of the country in which the Services are performed including but not limited to the obligations in Clause 4.4, the Working Time Regulations 1998 or local equivalent (of applicable) and any requirement to register residency.
- 4.4 the Supplier shall account to the appropriate authorities for all tax (including Value Added Tax) National Insurance contributions and social security levies (if any) (or any overseas equivalent of the same) payable in respect of sums paid to the Supplier or by it to the Consultant in connection with this Agreement and shall procure that the Consultant shall also account to the appropriate authorities for all such tax and to other sums payable by the Consultant in respect of sums paid to the Consultant which relate in any way to this Agreement.
- 4.5 the supplier shall (and shall procure that the Consultant shall) comply with the provisions of the Asylum and Immigration Act 1996 in all relevant aspects and, if the Consultant is subject to Immigration control for the purposes of such Act, the supplier warrants that the Consultant:
 - 4.5.1 has valid and subsisting leave to enter and remain in the United Kingdom for the duration of this Agreement; and
 - 4.5.2 is not (in relation to such leave) subject to any conditions which may preclude or have an adverse effect on the provision of Services;
- 4.6 the Supplier shall indemnify the Group (or, as the case may be, the Client) from and against any Losses which the Group (or, as the case may be, the Client):
 - 4.6.1 may suffer or incur as a result of a failure of the Supplier to comply with the terms of **Clauses 4.3, 4.4.4, or 4.5;** and/or
 - 4.6.2 would not have suffered or incurred but for:
 - the Supplier or the Consultant claiming to be; and/or



some official, public body or authority for any purpose regarding the Supplier or the Consultant as an employee or worker of the Group (or, as the case may be, the Client) or otherwise entitled to any rights or benefits that employees or workers enjoy; and

5. CONFIDENTIALITY

The Supplier shall:

- 5.1 keep confidential all information relating to the Group’s, the Client’s or any other Group client’s business and affairs (including, for avoidance of doubt, Payment Rates) (“**Confidential Information**”) which may become known to it in connection with the supply of the Services of this Agreement;
- 5.2 not use any Confidential Information except for the purposes of performing the Services;
- 5.3 not without the Client’s express written permission remove from the Client’s premises any material containing any Confidential Information; and
- 5.4 on request, return to the Group (or as the Group may direct) all material in its or the Consultant’s possession or control and belonging to the Client or the Group and/or containing Confidential Information.

6. PROTECTION OF THE GROUP’S BUSINESS

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:

- 6.1 either during the term of this Agreement or for a period of three calendar months after the termination or expiry of this Agreement:
 - 6.1.1 Enter into (or approach with a view to entering into) a similar contract of service or for services with:
 - 6.1.1.1 the Client; or
 - 6.1.1.2 any member of the Client’s Group; or
 - 6.1.1.3 Any other person for whom, or with whom, the Supplier and/or the Consultant has material contact in the course of its, his or their supply of the Services at any time either in the six months prior to such termination or expiry or during the term of this Agreement if such a term is a period of less than six months.

7. TERMINATION

- 7.1 This Agreement shall automatically expire at that time when any of our (Hill McGlynn) safety, health, environmental and rail policies and procedures is breached.
 - 7.1.1 At any time from, but not prior to, the Start Date by the Supplier by written notice of not less with immediate effect; or

7.1.2 At any time by the Group by written notice and immediate effect.

7.2 Termination or expiry of this Agreement shall be without prejudice to the rights of the Group and/or the Client arising directly or indirectly out of the acts and/or omissions of the supplier and/or the Consultant prior to, in connection with or as a result of such termination or expiry.

7.3 Without prejudice to **Clause 7.2** the Supplier shall indemnify the Group from and against all Losses for which the Group may be liable under the terms of its contract(s) with the Client and which arise as a direct or indirect result of the negligence of or breach of this Agreement by the Supplier or the Consultant.

8. DETAILS AND IDENTITY OF CONSULTANT

8.1 The Supplier warrants:

8.1.1 the correctness of the information supplied to the Group in any Application Documents;

8.1.2 that the Consultant has the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law or by any professional body for the Consultant to possess in order to perform the Services and this warranty shall be deemed to be breached if the Consultant fails to have any such experience, training, qualifications or authorisations; and the Supplier shall, at the request of the Group, provide confirmation of the identity of the Consultant and written references and co-operate in any checks in relation to experience, training, qualifications and authorisations relevant to the performance of the Services. Also with respect to rail assignments only carry out works and duties specifically to their competencies held and only as endorsed and supported by Hill McGlynn Link – Up Accreditation.

8.1.3 that if, at any time prior to the Start date or during the terms of this Agreement, the Supplier has, receives or obtains any information which indicates that the Supplier and/or the Consultant is/are or may be unsuitable to perform the services for the Client, whether or not the grounds for this are reasonable, the Supplier shall pass such information to the Group immediately, and co-operate fully with any further enquiries the Group may make in connection with that information; and

8.1.4 that neither the Supplier nor the Consultant is prevented by any other agreement or arrangement or any restriction (including, without limitation, a restriction in favour of any employment agency, employment business, or client of either of them) from fulfilling in full their respective obligations under this Agreement.

8.2 The Supplier may from time to time and shall as soon as possible after being required by the Group (acting reasonably) so to do, without prejudice to other provisions of this Agreement, offer a suitable replacement consultant (and a requirement by the Group shall be deemed reasonable if made pursuant to notice by

the Client of unsatisfactory performance of the Consultant) provided that:

- 8.2.1 the Group shall be under no obligation to accept such replacement consultant if in its or the Clients reasonable opinion such replacement such is not wholly suitable (whether by reason of skills, experience, training, qualifications, authorisations or otherwise); and
- 8.2.2 If a replacement consultant is accepted, the Supplier shall use all due diligence to ensure that handover arrangements are made and shall, at its own expense, be reasonable for the handover to the replacement consultant is available and shall use its reasonable endeavours to procure that a suitable replacement consultant is available to perform the Services as soon as possible. If no such replacement is available within 5 Business Days after receipt by the Supplier of the Group's requirement of a replacement consultant, then the Group may terminate this Agreement by written notice with immediate effect.

10. DATA PROTECTION

10.1 The Supplier warrants that:

- 10.1.1 in relation to this Agreement, it shall comply strictly with all provisions applicable to it under the Data Protection Laws; and
- 10.1.2 the Consultant has consented in writing to the Group, (any other intermediary involved in supplying the services of the Supplier and the Consultant to the Client (now or in the future), and the Client:
 - 10.1.2.1 processing the Consultant's personal data for purposes connected with the provision of the Services and pursuant to this Agreement; and
 - 10.1.2.2 Exporting and/or processing the Consultants personal data in jurisdictions outside the European Economic Area for purposes connected with the performance of this Agreement.

10.2 The Supplier shall indemnify the Group for any Losses the Group incurs or suffers arising from any breach warranty obtained in **Clause 10.1**

11 GENERAL

11.1 This Agreement (and any undertaking from Consultant to the Group in accordance with Regulation 32(9) of the conduct regulations) constitutes the entire agreement between parties and supersedes all previous agreements and arrangements (if any) whether written, oral or implied between the Group and the Supplier and/or the Consultant relating to the Services and all such agreements still effective at the date of this Agreement (if any) shall (without prejudice to the rights of the Group arising prior to the Start Date in respect of prior breaches by the Supplier or the Consultant of which the Group is not aware) be deemed to have been terminated by mutual consent with effect from Start Date but so that nothing in this Clause 11.1 shall operate to exclude or limit the liability of any party in respect of fraud.

- 11.2** the Supplier acknowledges that, in entering this Agreement, it has not relied on any representations by the Group, the Supplier or the Consultant made before the execution of this Agreement other than those expressly set out in this Agreement.
- 11.3** This agreement is personal to the Supplier and it shall not be entitled to assign or sub-contract its obligations or rights under this Agreement to any third party or (save in accordance with **Clause 8.2**) to procure that the Services are performed by any person other than the Consultant.
- 11.4** No amendment to this Agreement is 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** Any notice required to be given under this Agreement (including the delivery of any timesheet or invoice) shall be:
- 11.5.1** in writing signed by a person duly authorised by the sending party;
 - 11.5.2** Delivered by hand, sent by facsimile, e-mail or prepaid first class post to the recipient at its fax number or address specified in this Agreement (or as otherwise notified from time to time to the sender by the recipient for the purposes of this Agreement); and
 - 11.5.3** Deemed to have been given and served;
 - 11.5.3.1** If delivered by hand, at the time of delivery;
 - 11.5.3.2** If sent by facsimile or email, at the time of despatched on a Business Day before 5.30 p.m. or in any other case at 10.00 a.m on the next Business Day after the day of despatch, unless the transmission or, within the relevant Business Day, the recipient informs the sender that the facsimile or email message was received in an incomplete or illegible form; or
 - 11.5.3.3** If sent by prepaid first class post, 48 hours from the time of posting.
- 11.6** This agreement shall be governed by and construed in all aspects in accordance with English Law.
- 11.7** The restrictions contained in this Agreement are considered reasonable by the parties, but, if any such restriction is found void but would be valid if some part of the restriction were deleted, such restriction shall apply with such deletion as may be necessary to make it valid and effective.



- 11.8** If any provision or any part of this Agreement are considered reasonable by the parties,
- but, if any such restriction is found void but would be valid if some part of the restriction were deleted, such restriction shall apply with such deletion as may be necessary to make it valid and effective
- 11.8.1** Such provision or part shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected;
- 11.8.2** To the extent permitted by law, the provision severed under **Clause 11.8.1**, shall be replaced with a provision which is similar effect but which is not legal or unenforceable.
- 11.9** Save as set out in Clause 11.10, none of the provisions of this Agreement is intended to be for the benefit of, or enforceable by third parties (other than permitted assignees) and the operation of the Contracts (Rights of third Parties) Act 1999 is excluded.
- 11.10** The Client shall be entitled to rely on and enforce the provisions of **Clause 4.6** and the indemnities given by the Supplier in favour of the Client, notwithstanding that the client is not a party to this agreement.

SIGNED by
For and on behalf of
Hill McGlynn

Director

SIGNED by
For and on behalf of
[company]

Director



PERSONAL ACCIDENT INSURANCE SCHEME
Arranged by NAYLOR WRIGHT INDEPENDENT INSURANCE
ADVISERS
FOR HILL McGLYNN
POLICY NO: 23999857CSN/1100197
Underwritten by CGU insurance plc (trading as Norwich Union)
SUMMARY OF COVER WITH EFFECT FROM 6 JANUARY 2006

LAW APPLICABLE TO CONTRACT

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

This is a Summary of Cover only and is not proof of insurance. Cover starts as soon as regular premium deductions are made from your wages. A copy of the policy wording is available on written request from the policyholder – Hill McGlynn, Prospect House, Meridian Cross, Ocean Way, Ocean Village, Southampton, Hampshire, SO14 3TG.

As an opt-out policy all employees are automatically covered therefore all employees who do not exercise their right to opt-out will be deducted the accident insurance premium. Should you wish to opt-out please put this in writing to Hill McGlynn at the above address.

WHEN YOU ARE COVERED

Cover is restricted to accidents sustained by the insured person while in the employment of the insured and including direct travel from home to place of work and from place of work to home or if the insured person is not travelling directly home to their first destination after leaving work.

Policy benefits and sums insured are set out in the table below:

1.	Accidental death	£100,000	or
2.	a) Loss of one or more limbs	£100,000	or
	b) Loss of one or both eyes	£100,000	or
	c) Permanent Total Disablement	£100,000	or

3. Total loss by physical severance or total and permanent loss of use of:
- | | | | |
|-------|---------------------------------------|---|---------|
| (i) | One thumb | - | £20,000 |
| (ii) | One index finger | - | £15,000 |
| (iii) | One finger other than an index finger | - | £10,000 |
| (iv) | One great toe | - | £10,000 |
| (v) | Other toe | - | £ 3,000 |
4. Total and permanent loss of use of:
- | | | | |
|-------|--------------|---|---------|
| (i) | One shoulder | - | £30,000 |
| (ii) | One elbow | - | £30,000 |
| (iii) | One wrist | - | £25,000 |
| (iv) | One hip | - | £25,000 |
| (v) | One knee | - | £25,000 |
| (vi) | One ankle | - | £25,000 |
5. Total and permanent loss of:
- | | | | |
|-------|----------------------|---|----------|
| (i) | Hearing in both ears | - | £50,000 |
| (ii) | Hearing in one ear | - | £10,000 |
| (iii) | Speech | - | -£50,000 |

The maximum amount payable in respect of one or more losses is £100,000

6. Temporary total disablement
£300 per week payable for up to 26 weeks, thereafter reducing to **£250 per week** payable for up to a further 26 weeks, in the event of an accident resulting in an Insured Person being unable to perform any part of his/her work. The benefit payable will be the sum shown or 75% of normal gross weekly earnings, whichever is lower)
 Benefit is payable for up to a maximum of up to 52 weeks. **No benefit is payable for the first 14 days of disablement**
7. **Lump sum payment of £1500** upon medical confirmation of: a fracture of a leg, arm, shoulder, wrist, hand, foot, skull, ribs, dislocation of shoulder, hip, ankle or elbow.
This benefit is in addition to any amount payable under benefit 6 – Temporary total disablement

HOSPITALISATION BENEFIT

The Insurer will pay £30 for each complete 24 hour period that the Insured Person spends as a hospital in-patient as a direct result of an injury covered under this policy up to a maximum of £750 any one occurrence. This is payable in addition to benefit 4 Temporary Total Disablement

HOSPITAL TRANSFER

If an Insured Person is being treated as a hospital in-patient which is outside a radius of 25 miles from his/her usual place of residence following accidental bodily injury covered by this policy the Insurer will pay up to £2,000 in respect of reasonable costs of hire of a private ambulance to transfer the Insured Person to a local hospital subject to:

- (a) the expected hospital stay to last for at least 7 days
- (b) the transfer is made with the approval of the Consultant treating the Insured Person
- (c) a bed being available at the nearest suitable local hospital

ELECTROCUTION

In the event of a claim being paid for death or permanent total disablement as a result of electrocution the sum will be increased by 25%

COMA BENEFIT

The Insurer will pay £30 per day if an Insured Person sustains accidental bodily injury in the course of their employment with the Insured which results in that person being in a continuous state of unconsciousness for up to 365 days

EMERGENCY DENTAL TREATMENT

This policy is extended to cover the cost of:

1. repair or provision of dentures
2. dental treatment which is reasonable and necessary as a result of Bodily Injury covered by this policy

Maximum payment £250 any one accident

FUNERAL EXPENSES

The Insurer will pay up to £2,500 in respect of funeral expenses incurred after payment of benefit for Accidental Death

PHYSIOTHERAPY TREATMENT

The Policy is extended to cover the cost of physiotherapy treatment recommended by a Qualified Registered Medical Practitioner and provided by a Chartered Physiotherapist up to a maximum sum insured of £500.00 any one claim or claims directly arising out of an accident covered by this policy and provided that there is a valid claim under benefit 5 Temporary Total Disablement.

Exclusions:

1. Physiotherapy will end once the physiotherapist believes any further treatment will not benefit the Insured Person or if the £500 limit has been reached, whichever happens first.
2. The Company will not pay for treatment given more than 12 months after the date of accident causing the claim.

EXCLUSIONS:

This policy excludes:

- 1. Intoxicating liquor or drugs**
bodily injury sustained while under the influence of intoxicating liquor or drugs taken by the Insured Person other than drugs taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner but not for the treatment of drug addiction
- 2. Self-Inflicted Injury**
Wilfully self-inflicted injury
- 3. Pre-existing Medical Condition**
Any physical defect infirmity medical condition or chronic or recurring sickness which existed at or prior to the date of entry of an Insured Person into this insurance unless it has been declared to and accepted by the Insurer in writing
- 4 Age limit**
Bodily injury sustained after the period of insurance during which the Insured Person's 75th birthday occurs
- 5 Residence**
The Insured Person while permanently resident outside the United Kingdom Channel Islands or Isle of Man
- 6 War Risks**
Any consequence whether direct or indirect of war invasion act of foreign enemy hostilities or a warlike operations or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.
- 7 Offshore work**
Any Insured Person while working on or in transit by sea or air to or from offshore installations.
- 8 Back Injuries and Strains**
Back injuries and strains due to lifting twisting turning or wrenching.
- 9 Terrorism**
Cover for acts of terrorism is limited to £1,000,000 per event and excludes harm by nuclear, chemical, biological and radiological means

To make a claim please ask for a claim form from the Brokers who administer the Scheme:

**NAYLOR WRIGHT
46/47 BROOK STREET
TAVISTOCK
DEVON
PL19 0HE
Claims Line: 0845 600 5143**

Claims conditions

1. Written notice of a claim must be given to Naylor Wright without unnecessary delay and in any event not later than 90 days after the injury which is the subject of the claim.
2. All evidence and information to support a claim shall be provided at the Insured Person's expense and shall be in a form as required by the Insurer. The information required includes (but is not limited to):
 - a. a fully completed claim form
 - b. medical certificates
 - c. payslips for the three weeks preceding the date of occurrence of the claim showing deduction for premium, including the deduction of premium in the week in which the accident giving rise to the claim arises
 - d. copy of the entry in the Site Accident Book to evidence a site accident where appropriate
3. The Insured person shall as often as required submit to medical examiner's report at the Insurer's expense.

In the event of an accident to yourself, we are sure you will appreciate the financial assistance this policy provides.

1. The law applying in that part of the UK, Channel Islands or Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or
2. In the case of a business, the law applying in that part of the UK, Channel Islands or Isle of Man where it has its principle place of business; or
3. Should neither of the above be applicable, the law of England and Wales will apply.

FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Service Compensation Scheme (FSCS). If we can not meet our obligations you may be entitled to compensation from the scheme, depending on the type of insurance and circumstances of any claim.

Underwritten by CGU Insurance plc.
Registered in Scotland No 2116
Registered Office: Pitheavlis, Perth, Scotland, PH2 0NH
An Aviva company. Authorised and regulated by the Financial services Authority

COMPLAINTS PROCEDURE

Our goal is to give excellent service to all of our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all of our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain

- Your complaint will be acknowledged within 2 working days of receipt
- We aim to resolve complaints within 5 working days
- Once an assessment and full investigation of your concerns has been made, we will respond with a decision

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update and give you an expected date of response. This will not be beyond 20 working days from when you first made your complaint

If you remain unhappy with the decision you receive from the local branch you may write to the Chief Executive. If you are dissatisfied with our final decision, you can refer the matter to the Financial Ombudsman Service (FOS)

The FOS will only consider your complaint if you have given us the opportunity to resolve it and you are a private policyholder, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million. Please follow the steps below. If, however, we do not resolve your complaint within 40 working days, the FOS will accept a direct referral

Whilst we are bound by the decision of the FOS, you are not. Following the complaint procedure does not affect your right to take legal action

What should I do?

The steps you should take if dissatisfied

**Step 1 Seek resolution by your insurance adviser or usual Norwich
 Union point of contact.**

If you are disappointed with any aspect of the handling of your insurance we would encourage you, in the first instance, to contact Naylor Wright Independent Insurance

Advisers. You can write or telephone, whichever suits you, and ask them to review the problem

Step 2 Refer your complaint to our Chief Executive

If you remain unhappy with the decision you receive, please write with full details including Policy number and/or claim number, to:

The Chief Executive
Norwich Union Insurance
Surrey Street
Norwich
NR1 3NS

A review of the matter will then be carried out at a senior level and a final decision given.

Step 3 Refer your complaint to the Financial Ombudsman Service

If after making a complaint to us you are still unhappy and you feel the matter has not been resolved to your satisfaction please contact the FOS at:

**Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR**