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TERMS & CONDITIONS
for the
SUPPLY of CONTRACTOR SERVICES

THIS AGREEMENT is made as of [REDACTED]th [REDACTED] 200[REDACTED]

BETWEEN

(1) **Technology Resourcing Ltd** of The Technology Centre, Surrey Research Park, Guildford, Surrey. GU2 7YG (“the Company”) and

(2) [REDACTED] **Ltd** of [REDACTED] (“the Client”)

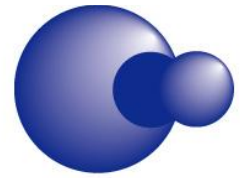
IT IS AGREED that:

- (A) the Client has a requirement for Services as set out in the Assignment Schedule;
- (B) the Company has sourced and introduced to the Client those service providers it considers suitable based on the information supplied by the Client regarding the assignment, the type of work, the experience, qualifications, training and any authorisations required for the proper performance of the Services;
- (C) the Client has either met or had the opportunity to meet a representative of each such service provider and has selected the Consultant to perform the Services;
- (D) where the Supplier is a limited company contractor (as indicated in the Assignment Schedule) and the Supplier and the Consultant have given notice to the Company that the Conduct Regulations shall not apply in respect of the supply of the Services under this Agreement, all sub-Clauses in this Agreement commencing “(PAYE Contractor and Non Opt-Out Supplier only)” shall not apply;
- (E) where the Supplier is a limited company contractor (as indicated in the Assignment Schedule) and the Supplier and the Consultant have not given notice to the Company that the Conduct Regulations shall not apply in respect of the supply of the Services under this Agreement, all sub-Clauses in this Agreement commencing “(Opt-Out Supplier only)” shall not apply;
- (F) where the Consultant is a PAYE contractor pay rolled by the Company all sub-Clauses in this Agreement commencing “(Opt-Out Supplier only)” shall not apply.

INTERPRETATION

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

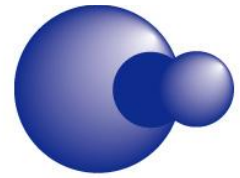
- “**Agreement**” the agreement between the Company and the Client comprising the terms set out in this document including the Assignment Schedule;
- “**Assignment Schedule**” the schedule to this Agreement;
- “**Client’s Group**” the Client, any body corporate of which the Client is a subsidiary (as defined in section 736 of the Companies Act 1985), any other subsidiary of such body corporate and any subsidiary of the Client;
- “**Conduct Regulations**” The Conduct of Employment Agencies and Employment Businesses Regulations 2003;
- “**Consultant**” the personnel named in the Schedule(s) who will carry out the duties of the Assignment



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- “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;
- “Engagement”** where the Client or any member of the Client's Group directly or indirectly (other than via the Company):
- (a) engages or employs the PAYE Contractor, the Consultant, the Supplier, or any individual engaged through the Company and/or the Supplier; or
 - (b) otherwise makes arrangements so that any of the persons in (a) above works or provides services for the Client or any member of the Client's Group;
- “Force Majeure”** any cause preventing a party from performing any or all of its obligations arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the party so affected;
- “Intellectual Property Rights”** any and all present and future copyrights, registered designs, patents, trade marks, service marks, design rights (whether registered or unregistered), semiconductor topography rights, applications for any of the above, rights to extract or re-utilise data, database rights, trade secrets, rights of confidence and all other similar rights recognised in any part of the world;
- “Introduction”**
- (a) the interview by the Client of the PAYE Contractor, the Consultant, or an employee, worker, officer or representative of the Supplier; or
 - (b) the passing by the Company to the Client of information which identifies or relates to any of the persons in (a) above,
- and which, in the case of either (a) or (b), leads to an Engagement;
- “Losses”** all losses, liabilities, damages, costs, expenses and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;
- “Relevant Period”** whichever is the longer of :
- (a) eight weeks from the day after the day on which the PAYE Contractor or the Consultant and/or Supplier supplied Services to the Client via the Company; or
 - (b) fourteen weeks from the Start Date;
- “Supplier”** if applicable, a supplier, whose details are set out in the Assignment Schedule;
- “Work Results”** any item of work carried out and delivered pursuant to this Agreement as part of or arising out of the Services, such as any hardware, software, data schema or other technology or any design or recommendation for the foregoing and any prepared materials such as reports, spreadsheets and similar documents and any updates, additions or modifications to the same.

Each term starting with a capital letter and not defined above or elsewhere in this Agreement is as defined in the Assignment Schedule; and references to “Supplier” are only relevant if the Consultant provides services through a limited company other than the Company (as indicated in the Assignment Schedule).



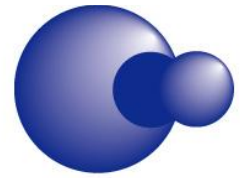
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1. THE COMPANY'S OBLIGATIONS

- 1.1 The Company will arrange for the Services to be provided to the Client in accordance with this Agreement.
- 1.2 The Company will use reasonable endeavours to ensure that the PAYE Contractor or the Supplier and the Consultant each:
 - 1.2.1 uses reasonable care and skill in supplying the Services;
 - 1.2.2 complies with all the Client's regulations, policies and protocols as notified by the Client from time to time, including on health and safety and security;
 - 1.2.3 provides a suitable replacement when the PAYE Contractor or the Consultant is incapacitated or not available.

2. THE CLIENT'S OBLIGATIONS

- 2.1 **(PAYE Contractor and Non Opt-Out Supplier only)** The Client hereby authorises the Company to issue or caused to be issued, any advertisement in order to source potentially suitable service providers to provide the Services (or similar services).
- 2.2 **(PAYE Contractor and Non Opt-Out Supplier only)** The Client confirms that it has given the Company sufficient information in order for the Company properly to consider the suitability of the PAYE Contractor or the Supplier and the Consultant (as appropriate) to supply the Services, including but not limited to:
 - 2.2.1 the identity and nature of the Client's business;
 - 2.2.2 the date on which the Services will commence;
 - 2.2.3 the likely duration of provision of the Services;
 - 2.2.4 details of the Services including the type of work, the location and the hours during which the Services are to be provided, any risks to health and safety known to the Client and the steps taken by the Client to prevent or control such risks;
 - 2.2.5 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 PAYE Contractor or Consultant to possess in order to provide the Services; and
 - 2.2.6 any expenses (if any) payable by or to the PAYE Contractor or the Supplier and/or Consultant.
- 2.3 **(PAYE Contractor and Non Opt-Out Supplier only)** The Client confirms that it has received confirmation of the following from the Company:
 - 2.3.1 the identity of the PAYE Contractor or the Supplier and the Consultant (as appropriate);
 - 2.3.2 that the PAYE Contractor or the Consultant has the experience, training, qualifications and any authorisation which the Client considers necessary, or which are required by law or by any professional body, to perform the Services; and
 - 2.3.3 that the PAYE Contractor or the Supplier/Consultant (as appropriate) is willing to provide the Services.
- 2.4 The Client shall:



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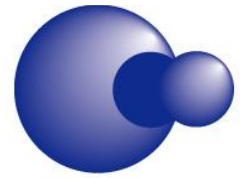
- 2.4.1 if applicable, make clear to the Company, the PAYE Contractor or the Supplier and/or the Consultant (as appropriate) what rules (including health and safety, site and security regulations and IT security policies and protocols) apply in respect of the Location(s);
- 2.4.2 check and sign weekly timesheets (in a form approved by the Company) verifying the number of hours worked by the PAYE Contractor or the Consultant (as appropriate) and evidencing satisfactory performance of the Services by the PAYE Contractor or the Supplier/Consultant;
- 2.4.3 allow the PAYE Contractor or the Supplier and/or the Consultant to determine generally how the Services should be supplied;
- 2.4.4 notify the Company immediately if it is dissatisfied with the performance by the PAYE Contractor or the Consultant (in which case the provisions of Clause 4 shall apply), and, for the avoidance of doubt, the Client has no authority to discipline the PAYE Contractor or the Consultant or to terminate the provision of the Services via PAYE Contractor or the Consultant; and
- 2.4.5 (without limitation to the above) not commit any act or omission constituting unlawful discrimination or harassment of any PAYE Contractor or Consultant in connection with the performance of the Services.
- 2.4.6 The Company shall ensure that the PAYE Contractor or the Supplier and the Consultant shall comply at all times with the Client's various Drugs and Alcohol policies, such requirement to be given in writing by the Client to the Company. Any required training, screening or testing (whether pre-employment, random or other) shall be organised and funded by the Client (or their Client, in this case London Underground)."

3. PAYMENT OF FEES

- 3.1 The Company shall be entitled to issue invoices on a monthly basis in respect of the Services supplied during that month (calculated as number of hours/days/weeks during which the Services have been provided during that period multiplied by the relevant Payment Rate).
- 3.2 The Client shall, within 30 days of the date of each of the Company's invoices, pay to the Company the invoiced sum.
- 3.3 For the avoidance of doubt, a weekly timesheet signed by a representative of the Client shall be conclusive evidence that the Services have been performed to the satisfaction of the Client. If the Client disputes the hours claimed, it shall inform the Company without delay and shall co-operate with the Company to establish the hours worked by the PAYE Contractor or the Consultant. Failure by the Client to sign any such timesheet does not absolve the Client from its obligation to pay the Company the fees for the Services in accordance with this Clause 3.
- 3.4 The Company shall be entitled to charge the Client interest on any overdue amount at the rate of 4% per annum above the base rate of Royal Bank of Scotland from time to time in force from the due date until the date of payment, and any such interest shall be payable on demand.
- 3.5 All amounts payable under this Agreement (including, for the avoidance of doubt, under Clause 5) are exclusive of value added tax and any other like taxes applicable to a Location(s), which shall be payable by the Client at the rate prevailing at the time.

4. REPLACEMENT OF CONSULTANT

- 4.1 The Company shall be entitled from time to time to offer the Client a replacement Consultant, provided that the Client shall be under no obligation to accept any such



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replacement Consultant if in the Client's reasonable opinion such replacement is not suitable.

- 4.2 If the PAYE Contractor or the Consultant fails, in the reasonable opinion of the Client, to perform the Services satisfactorily, the Client shall notify the Company in writing to that effect and the Company 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 10 business days after receipt by the Company of the Client's written notification of unsatisfactory performance, then the Client may terminate this Agreement by written notice in accordance with Clause 6.

5. PROTECTION OF THE COMPANY'S BUSINESS

- 5.1 **(Opt-Out Supplier only)** If an Opt-Out Introduction occurs within the Restricted Period the Client shall pay to the Company an Introduction Fee. For the purposes of this Clause 5.1:

5.1.1 an "Opt-Out Introduction" will occur where the Client or any member of the Client's Group with whom the Supplier and/or the Consultant had material contact within the six months prior to any engagement of the Supplier and/or Consultant by the Client, or any third party (including any client of the Client) to whom the Client introduces the Supplier and/or the Consultant (a "Client Third Party Contact"), directly or indirectly (other than through the Company) employs or otherwise engages the Supplier or the Consultant to carry out the Services or services similar or related to the Services.

5.1.2 "Restricted Period" means during the term of this Agreement and within 3 months from the expiry or termination of the Assignment Schedule.

- 5.2 **(PAYE Contractor and Non Opt-Out Supplier only)** If an Introduction occurs and the PAYE Contractor or the Supplier and/or the Consultant (as appropriate) has not commenced provision of the Services in accordance with the terms of this Agreement, the Client shall either:

5.2.1 elect, by not more than 2 business days' notice in writing to the Company, to engage the Company to arrange for the PAYE Contractor or the Supplier and/or the Consultant (as appropriate) to provide the Services for the Hire Period; or

5.2.2 pay to the Company an Introduction Fee

and, if the Client has not served written notice of election on the Company in accordance with Clause 5.2.1 an Introduction Fee shall immediately become due and payable by the Client.

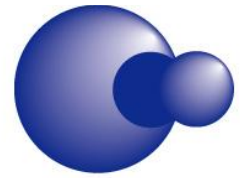
- 5.3 **(PAYE Contractor and Non Opt-Out Supplier only)** If an Engagement occurs within the Relevant Period, the Client shall either:

5.3.1 elect, by not more than 2 Business days' notice in writing to the Company, to engage the Company to arrange for the PAYE Contractor or the Supplier and/or the Consultant (as appropriate) to provide the Services, on terms similar to those contained in this Agreement for the Extended Hire Period; or

5.3.2 pay to the Company an Introduction Fee,

and, if the Client has not served written notice of election on the Company in accordance with Clause 5.3.1 an Introduction Fee shall immediately become due and payable by the Client.

- 5.4 **(PAYE Contractor and Non Opt-Out Supplier only)** If the Client introduces the PAYE Contractor or the Supplier and/or the Consultant (as appropriate) to a third party and that third party employs or otherwise engages, directly or indirectly (other than through the



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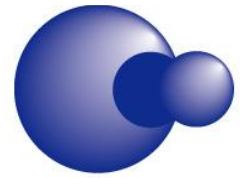
Company), the PAYE Contractor or the Supplier and/or the Consultant (as appropriate) within the Relevant Period, the Client shall pay to the Company an Introduction Fee.

6. TERMINATION

- 6.1 This Agreement shall automatically expire at close of business on the End Date and may be terminated prior to the End Date:
- 6.1.1 by notice with immediate effect by either party if there is any breach of this Agreement by the other party, which is, in the reasonable opinion of the terminating party, incapable of being remedied or if the Client is entitled to terminate this Agreement pursuant to Clause 4;
 - 6.1.2 by 10 business days' notice by either party if there is any other serious or repeated breach of this Agreement by the other party, which is, in the reasonable opinion of the terminating party, capable of remedy and which is not remedied within 10 business days after an earlier notice requiring it to do so;
 - 6.1.3 by notice with immediate effect by either party if that party shall become unable to commence, continue or completely perform its obligations under this Agreement by reason of illness, injury, other incapacity or by reason of Force Majeure affecting that party, which is not within that party's reasonable control;
 - 6.1.4 by the Notice Period by the Company if the Company receives notice from the PAYE Contractor or the Supplier terminating its agreement with the Company to provide the Services; and the Client undertakes to continue to use the Services of the PAYE Contractor or the Supplier/Consultant for the duration of the Notice Period; or
 - 6.1.5 by notice with immediate effect by either party if the other party goes into liquidation, becomes insolvent or enters into any arrangement with creditors or receivers or has a receiver or administrator appointed.

7. LIMITATIONS

- 7.1 Nothing contained in this Agreement shall in any way constitute:
- 7.1.1 the PAYE Contractor as the employee of the Company or as the employee or worker of the Client; or
 - 7.1.2 the Supplier or the Consultant as the employee(s) or worker(s) of the Company or the Client,
- and the Company confirms that the PAYE Contractor or the Supplier is engaged under a contract for services (in respect of which, without limitation, the Client does not have the right to control the actions of the PAYE Contractor or the Supplier or the Consultant in the way that it would if an employment relationship existed).
- 7.2 The parties acknowledge that the Company is not obliged to put the PAYE Contractor or the Supplier and/or the Consultant forward for consideration by the Client for the provision of services and that neither the PAYE Contractor nor the Supplier and/or the Consultant is obliged to provide services to the Client beyond the termination or expiry of this Agreement.
- 7.3 The Client acknowledges that the Company is in the business of sourcing and introducing suitable service suppliers to the Client and administering the contractual arrangements for the provision of their services to the Client. Whilst every effort is made by the Company to ensure a reasonable standard of skill, integrity and reliability from the PAYE Contractor or the Consultant and to provide the PAYE Contractor or the Consultant in accordance with the Client's requirements, the Company cannot accept responsibility for the quality of the Services provided by the PAYE Contractor or the Supplier and the Consultant or their



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activities while at the Location(s). Accordingly the Company's liability is limited as set out in this Clause 7.

7.4 Subject to Clause 7.5, the Company shall not be liable for any Losses or delay arising from:

7.4.1 its own negligent or wrongful acts or omissions, including, without limitation, any failure to provide the services of the PAYE Contractor or the Supplier and/or Consultant for all or part of the term of this Agreement; or

7.4.2 the negligent, wrongful, dishonest or fraudulent acts or omissions or misrepresentations of the PAYE Contractor or the Supplier or the Consultant, including, without limitation, any lack of skill of the PAYE Contractor or the Consultant.

7.5 Nothing in this Agreement shall operate to exclude or limit the Company's liability for:

7.5.1 death or personal injury caused by the Company's negligence;

7.5.2 its own fraudulent acts or omissions; or

7.5.3 any other liability which cannot by law be excluded.

7.6 Neither party shall have any liability for consequential loss (including economic loss or loss of profits or goodwill or management time and legal expenses.)

8. CONFIDENTIALITY

8.1 The Company confirms that it has entered into a contract with, as applicable, the PAYE Contractor or the Supplier and/or the Consultant, requiring that the PAYE Contractor or the Supplier and/or the Consultant shall:

8.1.1 keep confidential all information relating to Work Results, Intellectual Property Rights in the Work Results and the Client's business and affairs (including, for the avoidance of doubt, Payment Rates) ("Confidential Information") which may become known to it/them in connection with the supply of the Services and this Agreement; and

8.1.2 not use any Confidential Information except for the purposes of performing the Services.

8.2 The Company shall use reasonable endeavours to ensure that the Supplier and the Consultant shall enter into any and all assignments of Intellectual Property Rights (relating to Work Results) or confidentiality undertakings that the Client may reasonably require it or them to enter into.

8.3 The above provisions of this Clause shall not prevent the use or disclosure of information:

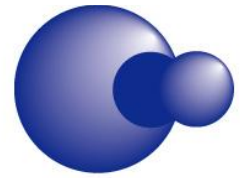
8.3.1 by a party to:

8.3.1.1 its professional advisers where reasonably necessary for the performance of their professional services or in connection with legal proceedings; and

8.3.1.2 its officers, employees, agents and sub-contractors solely to the extent necessary for the purposes of this Agreement; or

8.3.2 which is:

8.3.2.1 required by law or any competent regulatory body to be disclosed by it; or



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- 8.3.2.2 public knowledge, other than as a result of a breach of this Clause 8, and being rightfully in its possession or control and not subject to an obligation of confidentiality on its part.

9. INTELLECTUAL PROPERTY

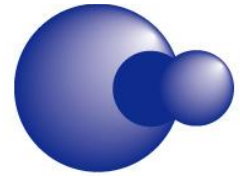
- 9.1 The Company shall and shall use all reasonable endeavours to ensure that the PAYE Contractor or the Supplier and the Consultant shall:
- 9.1.1 disclose and deliver to the Client for the exclusive use and benefit of the Client any Work Results;
- 9.1.2 at the request and expense of the Client, execute and do all acts and things reasonably necessary to enable the Client (or its nominee) to apply for and obtain protection for the Work Results and any related Intellectual Property Rights in any or all countries.

10. DATA PROTECTION

- 10.1 Each party shall comply strictly with all requirements of the Data Protection Laws.
- 10.2 The Client undertakes to process personal data relating to the PAYE Contractor or the Consultant only for the purposes of administering the Services under this Agreement.

11. GENERAL

- 11.1 **(PAYE Contractor and Non Opt-Out Supplier only)** For the purposes of the Conduct Regulations the Company shall operate as an employment business in relation to the Client (except where any permanent placement results from the Company's introduction(s) to the Client, in which case the Company shall act as an employment agency).
- 11.2 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and arrangements (if any) whether written, oral or implied between the Company and the Client relating to the Services.
- 11.3 The Client acknowledges that, in entering this Agreement, it has not relied on any representations made before the execution of this Agreement other than those expressly set out in this Agreement.
- 11.4 This Agreement is personal to the Client and it shall not be entitled to assign or sub-contract its obligations or rights under this Agreement to any third party without the prior written consent of the Company.
- 11.5 **(PAYE Contractor and Non Opt-Out Supplier only)** Any assignment of this Agreement by the Company shall be subject to the Client's prior consent (such consent not to be unreasonably withheld or delayed).
- 11.6 No amendment to this Agreement is effective unless it is in writing and signed on behalf of each party by a person duly authorised by that party.
- 11.7 This Agreement shall be governed by and construed in all respects in accordance with English law.
- 11.8 None of the provisions of this Agreement is intended to be for the benefit of, or enforceable by third parties (other than permitted assignees of the Company who shall be entitled to enforce the provisions of this Agreement as if original parties to it) and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.



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SCHEDULE: TERMS OF AGREEMENT
FOR CONTRACTOR ASSIGNMENTS

AGREEMENT NO: **DB/** [REDACTED] SCHEDULE NO: **1.00**
BETWEEN: **Technology Resourcing Ltd** (the Company)
and: [REDACTED] (the Client)
Client PO / Ref: [REDACTED]
Supplier: [REDACTED]
Consultant: [REDACTED]
Assignment Description: [REDACTED]
Start Date: [REDACTED]
End Date: [REDACTED]
Termination Notice: **1 calendar month from either party**

<u>Fee Rates</u>	Amount	Unit	Description
Standard Rate:	£ [REDACTED].00	per day	Based on a 7.5 hour day
Overtime Rate:	£ [REDACTED].00	per day	For weekends and bank holidays

Site address(es):
1. [REDACTED]
2. [REDACTED]

Reporting to: [REDACTED]
Special Terms & Conditions:
1. [REDACTED]
2. [REDACTED]
3. [REDACTED]

Signatures below evidence acceptance of the Terms of Agreement as specified in this Schedule documentation and all Terms and Conditions of document ref TR Doc Ref DB/2285/45907046/ToB/v1.00.

SIGNED on behalf of **Technology Resourcing Ltd**:.....

Name (printed)..... Title:..... Date:.....

SIGNED on behalf of [REDACTED]

Name (printed)..... Title:..... Date:.....