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w: «meWebAddress»
Ref LLP4 - 20032008 V2

Date: «DocumentDate»

TERMS OF ENGAGEMENT OF LIMITED LIABILITY PARTNERSHIP CONTRACTORS FOR SUPPLY TO CLIENTS

1 DEFINITIONS

In these Terms of Business the following definitions apply:-

- 'The Company' - means Matchtech Group UK Ltd, 1450 Parkway, Solent Business Park, Whiteley, Fareham, PO15 7AF.
'The Client' - means «CompanyName», «ClientAddress»
'The Contractor' - means «Forename» «Surname» on behalf «LTDCoName»
'Assignment' - means the period during which the Contractor is engaged by the Client to render services.

References to the singular include the plural and references to the masculine include the feminine and vice versa.

2 THE CONTRACT

- 2.1 These Terms constitute the contract between the Company and the Contractor and govern Assignments undertaken by the Contractor with the Client.
2.2 No variation or alteration to these Terms shall be valid unless approved by a Director of the Company in writing.
2.3 The Contractor is deemed to have accepted the terms of this contract by commencing work under this contract, regardless of whether or not this contract has been signed.
2.4 The Contractor is deemed to have accepted the terms of this contract upon receiving their first payment in accordance with the terms of this contract, regardless of whether or not this contract has been signed.
2.5 The Client can enforce such provisions of this Agreement as are expressed for the benefit of the Client pursuant to the Contracts (Rights of Third Parties) Act 1999. Subject to this clause 2.5 a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
2.6 The Contractor shall return in good working condition any equipment provided by the Client or at its direction, failing which the Contractor shall be liable to pay the full replacement cost thereof.

3 ASSIGNMENTS

- 3.1 The Company shall endeavour to obtain suitable Assignments for the Contractor with Clients as a «VacancyTitle».
3.2 The failure by the Company to obtain suitable Assignments for the Contractor shall not give rise to any liability on the part of the Company. The Contractor recognises that there may be periods between Assignments when no work is available.
3.3 The Contractor warrants that it will provide full and accurate information regarding the experience, training, qualifications and any authorisations (whether required by statute or any professional or governing body) necessary for any assignments that the Company puts the Contractor forward for consideration by clients.
3.4 The Contractor shall not be obliged to accept an Assignment offered by the Company.
3.5 Upon the acceptance by the Contractor of an Assignment the Company shall supply the Contractor with a Contract Confirmation Note specifying inter alia the duration of the Assignment, the identity of the Client, the hourly rate payable by the Company and such expenses as may be agreed and any other relevant information.
3.6 The Contractor acknowledges that its services are supplied to the Company, and the Client, as an independent contractor and that accordingly the responsibility of complying with all statutory and legal requirements relating to the personnel of the Contractor (including the payment of taxation) shall fall upon and be discharged wholly by the Contractor.
3.7 The Contractor warrants that it shall immediately notify the Company if to accept any assignment offered to it would, or could, constitute a breach of any other agreement or arrangement or restriction (including without limitation a restriction in favour of any agency, client or employer or either of them).
3.8 The Contractor warrants that it is suitably qualified, trained, skilled, able, experienced and authorised to perform the Assignment and that it shall provide such evidence of such qualifications, training, skills, experience or authorisations as the Company and/or the Client may require.
3.9 The Contractor shall, prior to accepting any Assignment, notify the Company of any current convictions under the Rehabilitation of Offenders Act 1974 that such of its staff may have as it may use with regard to such Assignment.
3.10 The Contractor shall return in good working condition any equipment provided by the Client or at its direction, failing which the Contractor shall be liable to pay the full replacement cost thereof.

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4 TIMESHEETS

- 4.1 At the end of each week of an Assignment (or at the end of the Assignment where an Assignment is for a period of less than one week or is completed before the end of a week) the Contractor shall deliver to the Company the Company's time sheet duly completed to indicate the number of hours worked by the Contractor during the preceding week and signed by an authorised representative of the Client. Such time sheets must be received by the Company by no later than 5.30pm on Tuesday following the week to which they relate.
- 4.2 The Company shall not be obliged to pay any fees to the Contractor unless a timesheet authorised by the client has been submitted by the Contractor in accordance with sub-clause 4.1.

5 FEES

- 5.1 The Contractor will receive payment from the Company for an Assignment at the rate specified in the Contract Confirmation Note for each hour worked by the Contractor, plus VAT where appropriate.
- 5.2 The Contractor shall be responsible for any PAYE, Income Tax, National Insurance contributions and any other taxes and deductions payable in respect of its employees for any Assignment.

6 LIABILITY

- 6.1 The Contractor shall be liable for any loss, damage or injury to any party resulting from the negligent act or omissions of its officers, employees or representatives during an Assignment.
- 6.1.1 The Contractor shall ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance, Professional Indemnity Insurance (for a sum insured of not less than £1,000,000 per event) and any other suitable policies of insurance in respect of the Contractor and its officers, employers or representatives during an Assignment and shall make a copy of the policy available to the Company upon request.

7 CONTRACTOR'S OBLIGATIONS

- 7.1 The Contractor agrees on its own part and on behalf of its officers, employees and representatives as follows:-
- 7.1.1 To exercise all due care and skill in performing the Services to the standard required by the Client. Not to engage in any conduct detrimental to the interests of the Company or the Client.
- 7.1.2 To be present during the times or for the total number of hours during each day and/or week of the Assignment as may be agreed with the Company or the Client (and to use reasonable endeavours to ensure that such of its staff as may be supplied for the performance of the Services have opted out of their rights under the Working Time Regulations 1998 as regards maximum weekly hours).
- 7.1.3 To remedy, without charge and with the minimum disruption to the Client, either any work which the Client notifies the Company its dissatisfaction with or any defects in the services provided to the Client arising from the Contractor's acts, neglect or omissions.
- 7.1.4 To take all reasonable steps to safeguard its own safety and the safety of any other person who may be affected by its actions on the Assignment.
- 7.1.5 To comply with any rules or obligations (including, without limitation to the foregoing any health and safety, site and security regulations, and the IT security (including any e mail and internet usage) policies) in force at the premises where services are performed during Assignments to the extent that they are reasonably applicable.
- 7.1.6 To co-operate with the Client's staff and accept the direction of any person in the Client's organisation to whom it is required to report and comply with all reasonable and lawful instructions within the scope of the Assignment made by the Client.
- 7.1.7 Furnish the Company with any progress reports as may be requested from time to time.
- 7.1.8 To take all reasonable precautions including (without limitation) using latest commercially available detection software to avoid introducing any viruses into the Client's systems or otherwise corrupting the Client's data and to indemnify the Company and/or the Client against all losses, liabilities, damages, costs, expenses (including legal fees) and charges incurred by the Company and/or the Client either from a breach of this clause 7.1.8 or any deliberate or negligent act or omission of the Contractor or its staff which either introduces a virus into the Client's system or corrupts the Client's data)
- 7.1.9 Not copy any computer software licenses to the Client for business or personal use.
- 7.1.10 Use only those passwords any access only those parts of the Client's system which the Client has authorised the Contractor to use and/or access.
- 7.1.11 Do nothing which could lead to anyone bringing a claim against the Client, any of its staff, or any other contractor, under discrimination legislation in force from time to time.
- 7.1.12 Inform the Company in writing of any mistakes in information supplied by the Client concerning the purpose, design or conduct of the services to be performed pursuant to an Assignment.

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- 7.1.13 Not to sub-contract to any third party any of the services which it is required to perform under Assignment.
- 7.1.14 Not do or omit to do anything which could constitute an offence under the Computer Misuse Act 1990.
- 7.1.15 Not to export any information or data outside the European Union, without the prior written consent of the Client.
- 7.1.16 To comply with the provisions of the Immigration, Asylum and Nationality Act 2006 in all relevant respects and the Contractor warrants that the relevant officer, employee or representative:
 - (a) has valid & appropriate authorisation to enter, remain and work in the United Kingdom for the duration of Assignment; and
 - (b) is not subject to any conditions relating to such authorisation which may preclude or have an adverse effect on the provision of the servicesThe Contractor will indemnify and hold harmless the Company and/ or the Client against all losses, liabilities, damages, costs, expenses (including legal fees), fines & charges incurred by the Company and/or the Client from a breach of this clause 17.1.16.

8 ACKNOWLEDGEMENT

- 8.1 The Contractor acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by the Contractor for the Client during the Assignment ("Client IPR") shall belong to the Client and accordingly the Contractor shall:
 - 8.1.1 Disclose and deliver to the Client (or its nominee) any Client IPR promptly upon making, devising, or discovering it, and provide the Client with such information, explanations and instructions as may be necessary for the Client to utilise, develop or complete such Client IPR or for the Client to apply for and obtain protection for such Client IPR in any and all countries and to vest title over such Client IPR in the Client absolutely;
 - 8.1.2 During and at all times after termination or expiry of the Assignment not to do anything (whether by act or omission) to affect or imperil the validity of such protection in the Client IPR;
 - 8.1.3 Render all reasonable assistance to obtain and maintain such protection or application or any extension of it as the Client may reasonably require (including without limitation to the foregoing, enter into any and all reasonable assignments of Client IPR as the Client may from time to time require);
 - 8.1.4 assign to the Client all present and future rights in or relating to the Client IPR (including without limitation the right to sue for past infringements and when such Client IPR comes into existence); and
 - 8.1.5 waive in favour of the Client all moral rights in relation to Client IPR to the extent permitted by law.
- 8.2 The Contractor shall execute all such documents and do all such acts at its own cost as the Company and/or the Client shall from time to time require in order to give effect to their rights pursuant to clause 9 above.
- 8.3 The Contractor warrants, represents and undertakes to the Client that it has all licences and consents necessary to provide the services under any Assignment and that the supply of such services shall not infringe the IPR of any other person. The Contractor shall indemnify the Company and/or the Client against all losses, liabilities, damages, costs, expenses (including legal fees) and charges incurred by the Company and/or the Client arising from a breach of this warranty.
- 8.4 The Contractor accepts and acknowledges that Clients may use surveillance equipment at its premises for security reasons.
- 8.5 The Contractor accepts and gives its consent to the Company and Clients holding, processing and disclosing personal data relating to the Contractor and its staff within and outside of the European Union, to persons and organisations including, but not limited to, personnel engaged by the Client, or any group company to the Client, or to the Client's customers or to any other company to which this Agreement is assigned or novated or to each of their professional advisors for the purposes of selecting and assigning the Contractor and its staff and for the proper performance of the Assignment

9 CONFIDENTIALITY

- 9.1 In order to protect the confidentiality and trade secrets of any Client and without prejudice to every other duty to keep secret all information given to him or gained in confidence the Contractor agrees on its own part and on behalf of its officers, employees and representatives:
 - 9.1.1 not at any time whether during or after an Assignment (unless expressly so authorised by the Client or the Company as a necessary part of the performance of its duties, or except as may be required by court order, government action or regulatory requirement) to disclose to any person or to make use of any of the trade secrets or confidential information of the client
 - 9.1.2 to deliver up to the Client or the Company at the end of the Assignment all documents and other materials belonging to the Client (and all copies thereof) which are in its possession including documents and other materials created by him during the course of the Assignment
 - 9.1.3 not at any time to make any copy, abstract, summary or precis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of his duties under an Assignment in which event any such item shall belong to the Client or the Company as appropriate
 - 9.1.4 to enter into such separate undertaking or agreement relating to confidentiality as may be required by the Client.

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Matchtech Group is a trading name of Matchtech Group UK Limited
Registered Office: 1450 Parkway, Solent Business Park, Whiteley, Fareham, Hampshire PO15 7AF
Registered in England Company Registration No. 4426336 VAT Registration No. 784 6672 76

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10 TERMINATION

- 10.1 An Assignment may be terminated by the Company or the Contractor giving the other party the period of notice specified in the Contract Confirmation Note except in cases of emergency and the Company's decision as to what constitutes an emergency shall be conclusive.
- 10.2 Failure by the Contractor to give notice of termination as required in the Contract Confirmation Note shall constitute a breach of contract and shall entitle the Company to claim damages from the Contractor for any consequent loss suffered by the Company.
- 10.3 If the Contractor's officers, employees or representatives are unable for any reason to work on an Assignment it should inform the Company by no later than 10.00 am on the first day of absence to enable alternative arrangements to be made.
- 10.4 The Contractor acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Company and the Client. In the event that the contract between the Company and the Client with regard to the Assignment or more generally is terminated for any reason the Assignment shall cease with immediate effect.
- 10.5 In the event that the Contractor breaches any term of this Agreement, the Company shall be entitled to terminate this Agreement with immediate effect and without notice or pay in lieu of notice.

11 RESTRICTION

Clause 11 is divided into two distinct parts. For Contractors who wish to opt out from the Conduct of Employment Agencies and Employment Business Regulations 2003, Clause 11 B only applies. The Limited Company Opt-Out Notification form must be signed and returned to 'the Company'. If the Contractor wishes to remain in the Conduct of Employment Agencies and Employment Business Regulations 2003, Clause 11 A only applies.

11 A

- 11.1 The Contractor shall not, and shall procure that its staff provided pursuant to an Assignment shall not, for the duration of an Assignment provide services to a direct competitor of the client which are identical or substantially similar to the services provided to the Client without the written permission of the Client, such permission not to be unreasonably withheld.
- 11.2 The Contractor accepts and acknowledges that if during the Relevant Period the Contractor (or the individual supplied by the Contractor) is engaged directly by the Client or any third party to whom the Contractor (or the individual supplied by the Contractor) was introduced by the Client, or is supplied to the Client or such third party, other than through the Company, then the Client shall be required to pay the Company the Transfer Fee. In the case of an engagement by the Client (whether directly or through another agency) the Client can, instead of paying the Transfer Fee, agree to an extended period of hire of the Extended Period, after which time the Contractor shall be able to be engaged directly by the Client, or through another agency, without payment of the Transfer Fee.
- 11.3 For the purposes of clause 11.2 above;
 - 11.3.1 the Extended Period shall be 26 weeks or such other period as is specified in the Confirmation Note;
 - 11.3.2 the Relevant Period shall be if there was an introduction by the Company but no assignment within 6 months of the introduction of the Contractor by the Company or if there was an assignment the Relevant Period shall be the later of;
 - 11.3.2.1 8 weeks commencing on the day that the Contractor (or as the case may be, the individual supplied by the Contractor) last worked for the Client pursuant to the Assignment; and
 - 11.3.2.2 14 weeks commencing on the first day that the Contractor (or as the case may be, the individual supplied by the Contractor) first provided services to the Client pursuant to an assignment with the Company (provided that if there is a period of more than 42 days between assignments, this period shall commence on the first day of an assignment following such period between assignments).
 - 11.3.3 Where the Client elects to extend the period of hire, the Client will be required to give the Company 7 days' prior notice in writing of its intention to do so. Where the Client fails to give such notice and directly engages the Contractor, the Transfer Fee will automatically become payable.
 - 11.3.4 The Transfer Fee shall be equivalent to the introduction fee payable in the case of a permanent introduction in accordance with the terms and conditions applicable for the appropriate client.

11 B

The Contractor shall not, and shall procure that its staff provided pursuant to an Assignment shall not, for the duration of an Assignment provide services to a direct competitor of the client which are identical or substantially similar to the services provided to the Client without the written permission of the Client, such permission not to be unreasonably withheld.

The Contractor shall not supply its services directly, or through any other person, firm or company, to any Client for which it has carried out Assignments for the Company during the previous six months.

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12 COMPUTER EQUIPMENT WARRANTY

12.1 The Contractor warrants to the Company and the Client that any computer equipment and associated software which it uses for the purpose of performing the Consultancy Services contains anti-virus protection with the latest released upgrade from time to time and will be year 2000 compliant.

13 NOTICES

13.1 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 if by hand when delivered, if by first class post 48 hours and if by facsimile transmission when despatched.

14 GOVERNING LAW AND JURISDICTION

14.1 This Agreement 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 this Agreement shall be subject to the exclusive jurisdiction of the Courts of England & Wales.

15 ILLEGALITY

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

16 DISCLAIMER

16.1 The Company makes no representation nor does it accept any responsibility for ensuring that the terms of this contract are an accurate reflection of the relationship between the Client and the Contractor. Furthermore the Company accepts no liability to indemnify the Contractor for any losses, expenses or liabilities incurred by the Contractor whether by reason of tax or other statutory or contractual liability to any third party arising from the Services provided.

17 ENTIRE AGREEMENT

17.1 This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof.

18 FORCE MAJEURE

18.1 Neither the Contractor nor the Company shall be liable for any breaches of its obligations under this Agreement resulting from causes beyond its reasonable control including but not limited to Acts of God, enemy, fire, flood, explosion or other catastrophe.

18.2 The Contractor accepts that the Client shall not be liable for any breaches of its obligations to the Contractor under its agreement with the Company resulting from causes beyond its reasonable control including but not limited to Acts of God, enemy, fire, flood, explosion or other catastrophe.

SIGNED by		SIGNED by	
Print Name:		Print Name:	
Dated:		Dated:	
For and on Behalf of «LTDCOMPANYNAME»		For and on Behalf of the Employment Business	



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