

1. DEFINITIONS

1.1 In these Terms of Engagement the following definitions apply:-

"Assignment" means the period during which the Contractor is engaged by the Company to render services to the Client.

"Client" means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 requiring the services of the Contractor;

"Contractor" means the Limited Company or CIS subcontractor engaged by the Company to provide the services of its employees, officers or representatives to the Client;

"Company" means GJL Talent Ltd of Lake View House, Tournament Fields, Warwick, West Midlands, CV34 6RG whose registered company number is 13670169.

1.2 Unless the context requires otherwise references to the singular include the plural and references to the masculine include the feminine and vice versa.

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

2. THE CONTRACT

2.1 These Terms constitute the contract between the Company and the Contractor upon being signed on behalf of 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 in writing by a Director of the Company.

3. ASSIGNMENTS

3.1 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.

3.2 The Contractor shall not be obliged to accept an Assignment offered by the Company.

3.3 Upon the acceptance by the Contractor of an Assignment the Company shall supply the Contractor with an assignment confirmation note specifying the duration of the Assignment, the identity of the Client, the hourly rate payable by the Company and such expenses as may be agreed, the notice period and any other relevant information.

4. TIMESHEETS

4.1 The Contractor shall deliver to the Company the Company's timesheet duly completed to indicate the number of hours worked by the Contractor during each week signed by an authorised representative of the Client. Such timesheets must be received by the Company prior to the end of the month or with an invoice. This invoice from the Contractor should state the amount due from the Company to the Contractor for the hours worked. Such invoice should bear the Contractor's name, company

registration number, VAT number, and should state any VAT due on the invoice.

4.2 The Company shall not be obliged to pay any fees to the Contractor unless a signed timesheet and invoice have been properly submitted by the Contractor in accordance with sub-clause 4.1 of these Terms.

5. FEES

5.1 The Contractor will receive payment from the Company for an Assignment at the rate specified in the assignment 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 and National Insurance Contributions and any other taxes and deductions payable in respect of its employees, officers or representatives ("Staff") for any Assignment.

5.3 All payments will be made to the Contractor.

6. LIABILITY

6.1 The Contractor shall be liable for any loss, damage or injury to any party resulting from the negligent acts or omissions of its Staff during an Assignment.

6.2 The Contractor shall ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance and any other suitable policies of insurance in respect of the Contractor and its Staff 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 Staff as follows:-

7.1.1 Not to engage in any conduct detrimental to the interests of the Company or the Client which includes any conduct tending to bring the Company or the Client into disrepute or which results in the loss of custom or business.

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.

7.1.3 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.

7.1.4 To comply with all statutory obligations and codes of practice to which the Contractor is subject in respect of its Staff including but not limited to the Working Time Regulations.

7.1.5 To comply with any rules or obligations 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 To furnish the Company with any progress reports as may be requested from time to time. 7.1.8 Not to sub-contract to any third party any of the services which it is required to perform under any Assignment.

7.1.9 To notify the Company forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition.

7.1.10 To comply with all the requirements of VAT legislation and the Companies Act 1981.

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 and its Staff for the Client during the Assignment shall belong to the Client.

9. CONFIDENTIALITY

9.1 In order to protect the confidentiality and trade secrets of any Client and the Company and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Contractor agrees on its own part and on behalf of its Staff as follows:-

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) 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 (as directed) at the end of each Assignment all documents and other materials belonging to the Client (and all copies) which are in its possession including documents and other materials created by it or the Staff during the course of the assignment.

9.1.3 Not at any time to make any copy, abstract, summary or précis 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 its duties under an Assignment in which event any such item shall belong to the Client or the Company as appropriate.

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 assignment confirmation note.

10.2 Notwithstanding sub-clauses 11.1 and 11.6 of this Agreement, where required by the Client the Company may without notice and without liability instruct the Contractor to cease work on an Assignment at any time, where:

10.2.1 The Contractor has acted in breach of the rules and regulations applicable to the Client's own staff;

10.2.2 The Client reasonably believes that the Contractor has not observed any condition of confidentiality applicable to the Contractor from time to time; or

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Print Name Here

10.2.3 For any reason the Contractor proves unsatisfactory to the Client.

Date.....

10.3 Notwithstanding sub-clauses 11.1 and 11.6 of this Agreement, the Company may without notice and without liability terminate the Assignment should the Contractor become insolvent, dissolved or subject to a winding up petition.

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Registered Name of the Employment Business

10.4 Failure by the Contractor to give notice of termination as required in the assignment confirmation note shall constitute a breach of contract and shall entitle the Company to claim damages from the Contractor for any resulting loss suffered by the Company.

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Signed on behalf of the Employment Business

10.5 If the Staff are unable for any reason to work on an Assignment the Contractor should inform the Company by no later than 10.00 am on the first day of absence to enable alternative arrangements to be made.

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Print Name Here

10.6 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 is terminated for any reason the Assignment shall cease with immediate effect without liability to the Contractor.

Date.....

11. RESTRICTION

11.1 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 at any time during the previous six months [save in the case of supply through an employment agency or recruitment consultancy with whom the Contractor was also registered at the date of commencement of the last Assignment].

12. LAW

12.1 These terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

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Registered Name of the Contractor

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Signed for and on behalf of the Contractor