

Contract Schedule between Barclay Anderson and a Client Company

This contract and the attached Terms of Business (TOB0001C) constitute the entire agreement between **Barclay Anderson Limited** and

| | |
|---------------------|-------------------|
| <u>Client</u> | |
| <u>Line Manager</u> | <u>Consultant</u> |

| | |
|--------------------|--------------------------|
| <u>Start Date</u> | <u>End Date</u> |
| <u>Charge Rate</u> | <u>Days per week</u> |
| | <u>Contract Duration</u> |
| <u>Overtime</u> | <u>Notice Period</u> |

| |
|---------------------------|
| <u>Special Conditions</u> |
|---------------------------|

| | | | |
|--------|--|--------|--|
| Signed | | Signed | |
| Name | | Name | |
| Title | | Title | |
| Date | | Date | |

- Notes**
- 1 *The contractor will present timesheets for signature on a weekly basis*
 - 2 *Contract staff will be paid based on authorised, signed timesheets which will incur billing to you based on Days worked multiplied by the charge rate on a monthly basis*

Barclay Anderson terms of business relating to the supply of contract staff reference number TOB001ca

1/ DEFINITIONS AND INTERPRETATION

Unless the context otherwise requires:

1.1 -the following terms shall have the meanings indicated:

"Barclay Anderson" - Barclay Anderson Limited whose registered office is at 4 Chester Court, High Street, Knowle, B93 0LL.

"Client" – (.....) the party requiring the services of a contractor.

"Contractor" – the limited company introduced by Barclay Anderson, to the Client and specified in the Schedule and where the context requires, includes the Consultant.

"Consultant" - the Contractor's employee selected to provide the services.

"Schedule" - the Schedule of engagement specifying remuneration, duration, location and other specific details relating to the contract.

"Associated company" shall mean any associated company of the Client within the meaning of 5.4.16 of the Income & Corporation Taxes Act 1988

"Group of companies" shall mean any holding company or associated company of the Client or any wholly owned subsidiary thereof

1.2 references to the singular include the plural and references to the masculine include the feminine or neuter or vice versa.

1.3 references to a party include a partnership, firm, body, corporate, public, or private limited company, trust, or any other legal entity and its officers, employees or representatives.

1.4 if any provision of this agreement is held by any competent authority to be invalid or unenforceable in whole or part, that whole or part shall be severed and the validity of the remaining whole or part shall not be affected thereby.

1.5 headings inserted in this contract are for convenience of reference only and shall be disregarded for the purpose of construing and interpreting the meaning of the terms.

1.6 words which commence with a capital letter have a specific definition in these terms.

2/ THE CONTRACT

2.1 These terms together with the Schedule constitute the entire contract between Barclay Anderson and the Client and supersede and replace all previous negotiations, whether oral or written, and accordingly no prior representation or collateral agreement exists between the parties or has been relied upon by any party.

2.2 These terms are deemed to be accepted by the Client upon its request for the interview or the engagement of the Contractor introduced by Barclay Anderson or upon Barclay Anderson's acceptance of the Client's execution of the Schedule, whichever event occurs first.

2.3 No variation or alteration of these terms may be made unless approved in writing by a Director of Barclay Anderson.

2.4 It is hereby acknowledged that the Contractor is an independent contractor and as such shall not for the purposes of employment law, taxation, or otherwise be regarded as an employee of Barclay Anderson or the Client.

2.5 Both parties confirm and declare that the provisions of this contract are fair and reasonable and both parties have taken independent legal advice and declare that this contract is not against public policy either on the grounds of inequality of bargaining power or on the general terms of restraint of trade.

3/ CLIENT'S OFFER TO CONTRACTOR

3.1 When the Client's offer to engage the Contractor has been communicated to Barclay Anderson, the offer shall be irrevocable by the Client for a period equal to the notice period applicable to the Contractor and stated in the Schedule or

otherwise agreed in writing.

3.2 The Client at its option may in lieu of its obligation under the preceding clause pay to Barclay Anderson, the charges applicable for the notice period of the Contractor.

4/ TIMESHEETS

4.1 The Client shall, at the interval specified in the Schedule, sign the Barclay Anderson timesheet, properly completed by the Contractor, to confirm that the Consultant has worked the stated hours to the Client's satisfaction.

4.2 If the Client shall unreasonably delay or withhold its signature to timesheets submitted by the Contractor, Barclay Anderson shall be entitled to invoice the Client for all work carried out by the Contractor under this contract up to that date, and the amount shown as due in Barclay Anderson's invoice shall be conclusive.

5/ CHARGES, CALCULATION AND PAYMENT

5.1 Barclay Anderson shall render invoices to the Client at the interval specified in the Schedule indicating the charges payable by the Client calculated by reference to the number of hours (or days) worked by the Contractor and the hourly (or daily) rate plus VAT.

5.2 Invoices are payable by the Client within 7 (seven) days of the invoice date. The failure by the Client to settle invoices within that period entitles Barclay Anderson to charge interest on overdue amounts at the rate of 4% per annum above the base rate from time to time of Royal Bank of Scotland calculated from the date of invoice until payment.

5.3 The rate charged by Barclay Anderson to the Client is inclusive of all expenses unless otherwise agreed in writing.

6/ NO ASSIGNMENT OF CONTRACTOR'S SERVICES

6.1 The Client hereby acknowledges that the Contractor has no entitlement to assign or sub contract the services provided under this contract.

7/ CLIENT'S INDEMNITY AGAINST UNPAID TAX etc

7.1 Barclay Anderson will indemnify the Client in respect of any liability arising from non-payment of PAYE, income tax, national insurance contributions, statutory sick pay and any other deductions and liabilities in respect of any remuneration paid by Barclay Anderson to the Contractor, subject to Barclay Anderson's charges having been paid promptly and in full, by the Client.

8/ LIMITED LIABILITY AND EXCLUSION OF FORCE MAJEURE

8.1 Whilst every effort is made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Contractors and to provide the same in accordance with the Assignment details provided by the Client, no liability is accepted by the Employment Business for any loss, expense, damage, costs or delay arising from the failure to provide a Contractor for all or part of the period of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Contractor or if the Contractor terminates the Assignment for any reason. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.

8.2 Contractors provided by the Employment Business to the Client are deemed to be under the direction and control of the Client for the duration of the Assignment. The Client will comply in all respects with all relevant statutes, by-laws and legal requirements including provision of adequate Public Liability insurance in respect of the Contractor. The Client shall indemnify the Employment Business against any costs, claims, damages and expenses incurred by the Employment Business as a result of any breach of these Terms by the Client.

8.3 The Client shall advise the Employment Business of any special health and safety matters about which the

Employment Business is required to inform the Temporary Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Temporary Worker is to fill the Assignment. The Client will assist the Employment Business in complying with the Employment Business' duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Employment Business and the Client will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Temporary Worker for more than 48 hours in any week, the Client must notify the Employment Business of this requirement before the commencement of that week.

8.4 The Client shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with clauses 8.1 and 8.3 and/or as a result of any breach of these Terms by the Client.

8.5 Without prejudice to the generality of the preceding provisions, Barclay Anderson expressly excludes liability for any loss or damage arising from any circumstances or any matter outside its control including (without limiting the generality thereof) act of God, fire, act of Government or State, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labour disputes of whatever nature.

9/ AGENCY COMPENSATION AND FEES

9.1 The engagement by the Client, directly or indirectly, whether under a contract of service or for services or in partnership or under a license or franchise arrangement (including the reintroduction by, or use through another employment agency, consultancy or any other supplier) of any Contractor who has been introduced to the Client by Barclay Anderson or has been supplied by Barclay Anderson to carry out an assignment for the client during the preceding twelve month period, shall render the Client liable to pay Barclay Anderson a fee equal to 13 times the weekly rate at which the Contractor was last supplied to the Client by Barclay Anderson.

9.2 If during the currency of the assignment or within a period of twelve months succeeding the assignment, the Client makes an offer to the Contractor and/or Consultant of permanent employment, the Client will be liable to pay to Barclay Anderson, a fee as specified by Barclay Anderson at that time.

9.3 The preceding two clauses, namely 9.1 and 9.2 shall apply to any associated company or group of companies of the Client.

10/ COPYRIGHT AND CONFIDENTIALITY

10.1 In order to protect the confidentiality and trade secrets of the Client and without prejudice to every other duty to keep secret all information given to him or gained in confidence, the Contractor or its Consultant, has agreed and given to Barclay Anderson, the following undertakings:

10.1.1 The Contractor shall not at any time whether during, or after the contract (unless authorised by the Client as a necessary part of the performance of its duties) disclose to any person or to make use of any of the trade secrets or confidential information of the Client;

10.1.2 The Contractor shall deliver up to the Client at the end of the contract 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 the Contractor during the course of the assignment.

10.1.3 The Contractor agrees that all copyright, trademarks, patents and other intellectual property rights deriving from the services carried out by the Contractor for the Client during the assignment, shall belong to the Client.

10.2 The Client acknowledges and accepts that Barclay Anderson undertakes no liability in respect of the Contractor's performance or non-performance of such undertakings but nevertheless Barclay Anderson shall use its best endeavours to secure the cooperation and compliance of the contractor.

11/ TERMINATION OF THE ASSIGNMENT

This contract may be terminated by:

11.1 either party on giving notice in writing to the other, in accordance with the period specified in the Schedule;

11.2 either party by written notice to the other when the other party has committed a breach of any of its obligations which it is not capable of remedy or which is capable of remedy but which is not rectified within 14 days of such breach or notification thereof

11.3 Barclay Anderson, forthwith if the Client becomes bankrupt or has a receiving order or administrative order made against it, or is put into liquidation (save for the purposes of reconstruction or amalgamation);

11.4 either party where the Contractor is in breach of its obligation provided that Barclay Anderson retains the right to find a suitable replacement within an agreed time period, not less than 7 days;

11.5 Barclay Anderson, forthwith if the Client shall have failed to pay any sum due to Barclay Anderson within 14 (fourteen) days of the due date for payment; PROVIDED THAT termination under any of the preceding sub clauses shall not affect the rights of either party to pursue a claim for damages arising from breach of this contract negligence or otherwise.

12/ NO WAIVER

The failure by either party to enforce at any time any one or more of these terms and conditions shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this contract.

13/ NOTICES

13.1 Any notice required to be given under this contract shall be given in writing and may be sent by facsimile transmission or first class prepaid post addressed to the party at the other party's last notified postal address or telephone facility for the receipt of facsimile communications or in person at that party's last notified address, as the case may be.

13.2 Any notice sent by facsimile transmission shall be confirmed by a hard copy sent the same day by first class pre paid post but shall nevertheless be effective from the date of its electronic transmission.

13.3 Any notice sent by post shall be effective on and from the date upon which it would be delivered in the ordinary course of the post.

13.4 No other method of delivery of notice shall be effective notice.

14/ LAW JURISDICTION AND VENUE

This contract shall be governed by the laws of England and Wales and any dispute arising there from shall in the absolute discretion of Barclay Anderson be heard and determined in the courts at Birmingham, West Midlands

I have read, agreed and understood this agreement

Signed _____

Print name _____

Date _____

Document reference number TOB0001