

FOR THE ENGAGEMENT OF CONTRACTED LIMITED COMPANIES



Dated

Between **CLIENT CONTACTS LTD.** (hereinafter called the "Introducer")

And
(Hereinafter called the "Contracted Limited Company")

1 In these terms of engagement the following definitions apply: - "the Client" means the person, firm or corporate body requiring the services of the Contracted Limited Company "the Assignment" means the period during which the Contracted Limited Company is engaged by the Client to render services.

2 This Agreement amounts to a contract for services between the Introducer and the Contracted Limited Company and shall govern each and every Assignment undertaken by the Contracted Limited Company with the Client.

3 For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the Introducer and the Contracted Limited Company.

4 The Contracted Limited Company is not obliged to accept any Assignment offered by the Introducer but if it does so, during every Assignment and afterwards, as appropriate, it will:

4.1 Account to the Introducer for any fee payable in accordance with clause 5 below (the "Marketing Fee");

4.2 Co-operate with the Client's staff and accept the direction, supervision and instruction of any responsible person in the Client's organisation;

4.3 Observe any rules and regulations of the Client's establishment to which attention has been drawn or which the Contracted Limited Company might reasonably be expected to ascertain;

4.4 Unless arrangements have been made to the contrary, conform to the normal hours of work currently in force at the Client's establishment; and

4.5 Not engage in any conduct detrimental to the interests of the Client.

5 In the event of the Contracted Limited Company declining to accept any offer of work, or not attending work for any reason, for any period, the Introducer may immediately terminate this Agreement without notice.

6 The Marketing Fee shall be payable by the Contracted Limited Company to the Introducer in respect of any Assignment at a rate of 5% plus VAT of the total amount payable by the Client to the Contracted Limited Company in any calendar month.

6.1 The marketing fee will apply in all instances where a contract is gained via Client Contacts or an associated person is extended for any period of time. This also applies where a direct offer of work is made by the Client within 24 months of the last contract end. The Contracted Limited Company must inform Client Contacts within 5 working days to avoid interest at 1% above the BoE base rate being applied to the outstanding fees due.

6.2 The marketing fee will apply in all instances if a Contracted Limited Company gain work through the original Client or associated Clients but outside of the original contract terms specified by Client Contacts originally. The Contracted Limited Company must inform Client Contacts within 5 working days to avoid interest at 1% above the BoE base rate being applied to the outstanding fees due.

7 Within 5 days from the end of each calendar month of an Assignment (or at the end of the Assignment where an Assignment is for a period of less than one calendar month or is completed before the end of a calendar month) the Contracted Limited Company shall deliver to the Introducer its timesheet duly completed and signed by an authorised representative of the Client to indicate the number of days worked by the Contracted Limited Company and the amount paid by the Client to the Contracted Limited Company during the preceding calendar month. On receipt by the Introducer of the Contracted Limited Company's timesheet for any calendar month the Introducer shall calculate the Marketing Fee payable by the Contracted Limited Company in accordance with clause 6 above and shall deliver an invoice to the Contracted Limited Company for such Marketing Fee. The Contracted Limited Company shall pay to the Introducer any Marketing Fee payable in respect of an invoice within 14 days of delivery of such

Client Contacts Ltd

3 The Park, Kingscote, Gloucestershire GL8 8XY United Kingdom email:
info@clientcontacts.co.uk

invoice. The Introducer shall be entitled to charge interest on overdue amounts at the rate that is four per cent above the base rate from time to time of Barclays Bank Plc, both before as well as after judgment, from the date of delivery of the invoice in question until the invoice is paid in full.

8 The Introducer shall take no responsibility for the fulfillment of the Client's obligations to the Contracted Limited Company in respect of the Assignment and the contract entered into between the Contracted Limited Company and the Client shall create no obligations on the Introducer.

9 The Contracted Limited Company shall indemnify and keep indemnified the Introducer against any costs, claims and liabilities incurred by the Introducer arising out of the engagement of the Contracted Limited Company by the Client in relation to the Assignment.

10 No delay or omission on the Introducer's part in exercising any right, power or remedy under this Agreement shall impair such right, power or remedy or act as a waiver thereof.

11 If at any time any provision of this Agreement becomes illegal, invalid or unenforceable in any respect that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement.

12 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 terms of this Agreement.

13 COMPANY NOTICE - Notice pursuant to the Conduct of Employment Agencies and Employment Businesses Regulations 2003 ("the 2003 Regulations"). We, the Company, hereby give notice to Client Contacts and agree that the 2003 Regulations, and in particular Regulations 32(1) – (8) should not apply in relation to our relationship with Client Contacts and/or any resulting work placement with any ultimate hirer arranged through Client Contacts. We confirm that we have also provided to Client Contacts a notice from every individual person who is or would be supplied by us to carry out such work in the form of the notice set out below.

14 INDIVIDUAL NOTICE - Notice pursuant to the Conduct of Employment Agencies and Employment Businesses Regulations 2003 ("the 2003 Regulations"). I, the individual, hereby give notice to Client Contacts and agree that the 2003 Regulations, and in particular Regulations 32(1) – (8) should not apply in relation to my relationship with:

COMPANY NAME:

their relationship with Client Contacts and/or any resulting work placement with any ultimate hirer arranged through Client Contacts.

15 This Agreement is personal to each party and neither party may assign all or any part of its rights or benefits under this Agreement.

16 This Agreement shall be governed by and construed in accordance with English Law.

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