

1. Definitions and Interpretation

1.1 In these conditions the following expressions shall have the following meanings:

“End-user” means any firm or company who has contracted with the Agent for the supply of certain Services

“Contract” the agreement between the Agent and the Supplier

“Director” any Director, shadow director or officer of the Supplier

“Supplier” the firm or company supplying the Services in accordance with the Assignment.

“Supplier’s Personnel” the person or persons employed engaged or contracted by the Supplier for the purposes of carrying out the Assignment, including the Supplier’s employees, subcontractors, agents and substitutes as appropriate.

“End-user contract” a contract between the Agent and an End-user for the supply or provision of services

“Term” the duration of the End-user contract which shall run from the start date to the finish date or in the case of an End-user contract which is periodically renewable or is actually renewed the Term shall mean the period from the start date until the date of actual termination of an End-user contract.

“Payment Date” means the 14th day after the Agent’s accounts department has received time sheets from the Supplier countersigned by the End-user’s nominated representative(s)

“Agent” means **Inside Consultancy Ltd**, hereafter called ‘INSIDE’.

“Services” means the services set out in the relevant Assignment.

“Agreed Sum” means the sum detailed in the Contract

“Assignment” means the details of the services set out in the Schedule to this Agreement in accordance with clause 13.1 below

Any word in the singular shall include the plural and visa versa the masculine shall include the feminine and the neuter and references to natural persons shall include partnerships and bodies corporate.

2. Supply of Services

2.1 The Agent requires the Supplier and the Supplier agrees to supply to the Agent such particular services at times and places as may be specified by the Agent for the purposes of carrying out the Agent’s obligations under the End-user contract with effect from the Term upon the terms and subject to the conditions herein contained but without prejudice to the power of the Agent to obtain any services from any other person.

2.2 The Supplier in supplying the Services agrees and undertakes to:

2.2.1 Provide them only by the Supplier, the Supplier’s personnel or by any person or persons nominated in advance and agreed by the Agent and not by any other person

2.2.2 Make available to the Agent all expertise and knowledge thereof and of the Supplier’s personnel and all such persons nominated as aforesaid.

2.2.3 Act diligently, expeditiously, carefully and in good faith

2.2.4 Use reasonable endeavours to advance the best interests of the Agent

2.2.5 Co-operate with any person or persons as may be required by the Agent

2.2.6 Ensure all time sheets are completed accurately by the Supplier’s personnel and countersigned by the End-user’s duly nominated representative by Wednesday morning of the week following that in respect of which the time sheets have been prepared.

2.2.7 Not to, and shall ensure that the Supplier’s personnel does not except in the proper performance of his duties or otherwise with the prior written approval of the Agent, at any time (including after the termination of the Contract) divulge to any person firm or company and shall use his reasonable endeavours to prevent publication or disclosure of any trade secrets, manufacturing process or any other information concerning the business, finances, research development, dealings, transactions or affairs of the Agent, or of the Agent’s end-users or customers of end-users which have or may have come to its knowledge during the term of the Contract whether or not the same shall be protected by copyright, patent, design, registration or otherwise.

2.2.8 Observe all rules (if any) from time to time displayed at any place of work of the End-user and comply with any code of conduct whether voluntary or otherwise for the time being applicable in relation to the Services.

2.2.9 Procure that the Supplier’s personnel and any person engaged or employed by the Supplier in providing the Services shall be bound, as agreed and acknowledged hereby by the Supplier’s personnel, to the Agent by equivalent warranties and undertakings mutatis mutandis as entered into by the Supplier.

2.2.10 If the End-user wishes to re-engage the services of the Supplier within a period of 12 months from the end of the Term the Agent and the Supplier shall enter into a new contract into which these Terms and Conditions together with any amendments or alternations thereto or any reissue thereof shall be incorporated. The Supplier is required to refer to the Agent any inquiry for direct negotiations with the end-user or for negotiations with the End-user through any other party for a period not exceeding twelve months from the date of the ending of the End-user contract or any extension thereof.

2.2.11 Ensure that at all times during the End-user contract the Supplier’s personnel :

i) does not knowingly engage any conduct which may be detrimental to the interests of the Agent and or of the End-user.

ii) gives the End-user proficient and faithful service of a standard which would ensure the continuation of the End-user contract for the Term

iii) takes all reasonable steps to become acquainted with and comply with any regulations for health and safety at work.

iv) takes all reasonable care of the End-user’s machinery, equipment and property

v) complies with all reasonable disciplinary rules or other regulations or procedures enforced at the place of work

vi) only makes private phone calls after obtaining the approval of the End-user

vii) subject to the terms of this Agreement, ensure that its personnel perform the Services detailed in the Assignment.

viii) comply with the Assignment unless agreed otherwise in writing in accordance with 9.2 below

2.3 The Agent is under no obligation to offer work to the Supplier and the Supplier is under no obligation to accept any work which may be offered by the Agent. Neither party wishes to create or imply any mutuality of obligation between themselves either in the course of, or between, any performance of Services under the Assignment.

2.4 The Supplier shall, if required:

2.4.1 ensure that its valid and adequate Public and Employer’s Liability Insurance and Professional Indemnity Insurance remain in force throughout the duration of the Assignment; and

2.4.2 ensure that the Supplier and the Supplier’s personnel comply with any relevant legislation or regulations relating to the Assignment or the working environment.

2.5 The Supplier shall have the right to supply one or more substitutes of equivalent expertise to work in place of the original personnel. The Supplier acknowledges that the End-User has the right, under its contract with the Agent, to refuse to accept the substitute personnel if in the reasonable view of the End-User, the substitute personnel have insufficient qualifications or expertise to carry out the Assignment.

2.6 Where substitution occurs, the other terms and conditions of this Agreement and the Assignment, and in particular (but not limited to) the rate to be paid for the personnel will remain unchanged, unless adjusted in accordance with 9.2 below. For the avoidance of doubt, the Supplier shall be responsible for the payments and expenses of the substitute personnel.

2.7 In the event that the Supplier cannot provide either the original personnel or acceptable substitute personnel, the Agent is entitled to terminate this Agreement forthwith.

3. Payments

3.1 In consideration of the services the Agent will pay to the Supplier as a debt due on the Payment Date upon receipt of any VAT/tax invoice by the Agent.

3.2 The Supplier shall indemnify and keep indemnified the Agent against any assessment and demand whatsoever as to taxation including but without limitation Income Tax, National Insurance Contributions,

penalties, interest costs and all other statutory impositions whatsoever in respect of any payment under this Contract to the Supplier.

- 3.3 No payment shall be made in respect of Time Sheets which are not countersigned by or on behalf of the End-user or which is not accompanied by a VAT and/or tax invoice where required, the Agent reserves the right to withhold payment of any sum exceeding the maximum value of the End-user contract.
- 3.4 The Supplier shall submit weekly time sheets agreed by the End-User to the Agent to provide a record of the work done by the Supplier's personnel and shall invoice the Agent for the Agreed Sum.
- 3.5 Upon request the Supplier shall advise the Agent of a bank account acceptable to the Agent and in the currency required by the Contract into which the Agent will make direct payment of all sums due hereunder. Under no circumstances will the Agent make any payments directly to the Supplier's personnel.

4. Warranties

- 4.1 The Supplier hereby warrants that neither the Supplier nor the Supplier's personnel has committed any criminal offence or any other act which would render either the Supplier or the Supplier's personnel unfit to provide the Services and that the Supplier's personnel have duly passed the examinations or any qualification thereby claimed and that the Supplier's personnel is not subject to any order for bankruptcy or the attachment of earnings and has not made any composition or arrangement with the creditors thereof and that there is no unsatisfied summons, writ, pending action or prosecution against the Supplier or the Supplier's personnel in respect of any matter as aforesaid and that the Supplier will not be in breach of any obligation whatsoever as a result of entering into this Contract.
- 4.2 The Supplier warrants that all and any information regarding the Supplier's expertise, experience and qualification provided to the Agent is complete and accurate and up to date.
- 4.3 The Agent warrants to the Supplier that any agreement between the Agent and the End-User reflects the terms of this Agreement and the Assignment in all material respects.
- 4.4 The Supplier warrants that it will, when utilising any of its own equipment or intellectual property in carrying out the engagement, ensure that any security requirements reasonably required by the End-User are complied with.
- 4.5 The Supplier warrants that any intellectual property rights of whatever nature and whether registered or not, which may be created by the Supplier in the course of performing the Assignment, will be transferred from the Supplier to the End-User.

5. Delivery of Records

- 5.1 The Supplier shall deliver up and as the case may be assign promptly whenever required by and in any event upon the termination of this Contract to the Agent all correspondence, schedules, lists, plans, drawings, designs, programmes, information, other documents, papers and records whether held on paper, computer or without limitation in any other manner which have been prepared by the Supplier or have come directly or indirectly into the possession thereof in the course of the engagement hereunder and the Supplier admits that the same belonging to the Agent and the Supplier shall not keep or permit or procure any other person to keep the same or any copies thereof.
- 5.2 Both parties will take all reasonable steps to ensure that any documents or other materials and data or other information which are supplied to the other party under this Agreement and are clearly marked as confidential remain confidential to the parties. Such information will only be made available by the parties to those of their personnel who have a reasonable need to know of it and the documents or other materials and data or other information or copies thereof will not be made available to any third parties except for professional advisers in confidence or if required by law.
- 5.3 This obligation of confidentiality will remain in force beyond the cessation or other termination of this Agreement.
- 5.4 This clause shall not apply to any documents or other materials and data or other information which are already in the public domain at the time when they are provided by either party, and shall cease to apply

where either party is required by law to make a disclosure or if at any time the information becomes public knowledge through no fault of the other party.

- 5.5 Both parties undertake that any information which is received from the other party under this Agreement will only be used for the purposes of this Agreement.

6. Termination

- 6.1 The engagement of the Supplier under this Contract shall be terminated forthwith by notice in writing by the Agent where:
- i) The Supplier has acted (or failed to act) in such a way as materially to prejudice the business of the Agent or its end-users; or
 - ii) The End-user has displayed to the reasonable satisfaction of the Agent that the services of the Supplier are unsatisfactory for reasons of technical incompetence; or
 - iii) The Supplier has failed to comply with any lawful instruction of INSIDE or the Client; or
 - iv) The Supplier has breached any of the obligations set out in these conditions; or
 - v) The End-user terminates the End-user contract for any other reason
- 6.2 Where the services of the Supplier are dispensed with by the End-user or the Contract is terminated by the Agent, the Agent shall be required to pay to the Supplier in respect of sums due to the Supplier under the terms of the Contract only such amounts as the Agent is able to recover from the End-user.
- 6.3 the Agent will use its best endeavours to recover from the End-user all sums due under the End-user contract in respect of hours worked by the Supplier up to the date of termination.
- 6.4 the Agent reserves the right to withhold payment of any sum due to the Supplier whilst a complaint or dispute over any work undertaken by the Supplier is in progress whether involving Court proceedings or otherwise.
- 6.5 If the Supplier shall become bankrupt or compounds with its creditors or (being a limited company) commences to be wound up (other than for the purposes of internal reorganisation) or has a Receiver, Manager, Administrator appointed the Agent shall without prejudice to any other rights and remedies available to it be entitled by notice in writing forthwith to terminate the Contract.
- 6.6 This Agreement shall commence from the date hereof and shall remain in force until terminated. The terms of this Agreement shall apply whenever the Supplier agrees a Assignment with the Agent.
- 6.7 The Agent may, at any time before the Supplier is put forward to an End-User, withdraw a Assignment from the Supplier forthwith.
- 6.8 Either party shall be entitled to terminate this Agreement forthwith by giving 7 days written notice to the other in the event that:
- 6.8.1 either party is in breach of this Agreement and fails to remedy such breach (if capable of remedy) within 7 days of receiving written notice from the other party to do so;
 - 6.8.2 the other party goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or members or has a receiver or administrator appointed.
- 6.9 The Agent may terminate any Assignment or the Agreement forthwith if in its opinion it is no longer appropriate for the Assignment to continue in force.
- 6.10 The Supplier may terminate this Agreement by giving 1 month's notice in writing.

7. Indemnities

- 7.1 The Supplier shall indemnify the Agent against costs, claims, demands or other liabilities arising out of the Supplier's performance under this Contract and/or the End-user contract or any other claim made by an End-user as a result of the Supplier's acts or defaults.
- 7.2 The Supplier hereby acknowledges that it has been drawn to its attention that any breach of this Contract by the Supplier may lead to the Agent losing the business of one or more of its end-users and to a consequential future loss of profit.

8. End-user contracts

The Supplier shall not be entitled to assign or subcontract any of its obligations under the Contract or End-user contract. The Supplier if acceptable to both the End-user and the Agent may replace supplier's personnel

9. Variation

- 9.1 the Agent reserves the right to vary these terms and conditions of the Contract by notice in writing and any such notice shall take effect ten working days after the date upon which notice was given.
- 9.2 The terms of this Agreement or of any Assignment provided under this Agreement (other than as set out below) may only be varied where the variation is recorded and agreed in writing by both parties.
- 9.3 For the avoidance of doubt, the Supplier may change the personnel carrying out the Services in accordance with 2.6 above.

10. Certificates and VAT

- 10.1 Where the Supplier is a limited company it shall furnish a certified copy of its Certificate of Incorporation and Memorandum and Articles of Association if the Agent shall request it so to do.
- 10.2 Where the Supplier is registered for VAT it shall produce evidence of its registration if it is requested to do so by the Agent.

11. Acknowledgements

The Supplier acknowledges that it holds itself out as being able to supply consultants with the appropriate qualifications, skills and experience for the Assignment and in reliance upon this representation by the Supplier the Agent has contracted or will contract with the End-user to provide the consultants of the Supplier for the Assignment

12. Notices

Any notice to be given hereunder may be delivered or sent by first class recorded delivery post or facsimile or telex to the party to be served at the party's address appearing in the Contract or at such other address in the United Kingdom as that party shall notify. Any such notice shall be deemed to have been served:-

- a) if delivered, at the time of delivery or
- b) if posted, in the ordinary course of such post; or
- c) if sent by facsimile or telex, at the time of receipt unless received after 5 p.m. on any day when it shall be deemed to have been served on the next following business day. In proving such service it shall be sufficient to prove that delivery was made or that the envelope containing such notice or document was properly addressed and posted as prepaid first class recorded delivery letter or that the facsimile or telex was properly addressed and dispatched as the case may be.

13 Agent's Obligations

- 13.1 The Agent will ensure that the Assignment includes the following detail as a minimum:
 - 13.1.1 the Services which the Supplier's personnel will perform;
 - 13.1.2 the number of Supplier's personnel required;
 - 13.1.3 the minimum qualifications and experience required of each of the Supplier's personnel;
 - 13.1.4 the rate to be paid by the Agent for each of the Supplier's personnel;
 - 13.1.5 the required commencement date;
 - 13.1.6 the expected duration of the Services;
 - 13.1.7 where the Services might be performed.
- 13.2 The Supplier shall retain responsibility for the Supplier's personnel. In particular, the Agent acknowledges, and shall require that the End-User acknowledges, that the Supplier's personnel are professionals who will use their own initiative as to the manner in which the Services are delivered and will not be subject to, or to the right of, supervision, direction or control as to the manner in which they render those Services.

14 Agent's Role

- 14.1 The Agent is responsible for meeting the Supplier's own invoices promptly.
- 14.2 In the event that the End-User reports its dissatisfaction with the Supplier to the Agent, the Agent shall report this forthwith and may require the Supplier to take whatever reasonable steps are necessary to remedy the

situation. If the situation is not capable of remedy, the Agent may terminate the Supplier's agreement forthwith.

15 Agent's Agreement with the End-User

- 15.1 The Agent shall conclude an agreement with each End-User which reflects the relevant terms of this Agreement. In particular, the Agent's agreement with the End-User shall include (without limitation):
 - 15.1.1 details of the Assignment agreed with the Supplier;
 - 15.1.2 a confidentiality clause in the form of Clause 5 above;
 - 15.1.3 a substitution clause in the form of Clause 2.6 above;
 - 15.1.4 a Conflict of Interest clause acknowledging that the Supplier may be engaged by a third party during the currency of the Assignment.

16. General

- 16.1 The headings are for ease of reference only and the same shall not affect the meaning or construction of any part or parts hereof.
- 16.2 The relationship between the parties is one between independent businesses acting at arms length, and nothing contained in this Agreement shall be construed as constituting or establishing any partnership or joint venture or relationship of employer and employee between the parties or their personnel.
- 16.3 The Agent shall not be liable to the Supplier or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of the Agent's obligations under this Agreement, if the delay or failure was due to any cause beyond the Agent's reasonable control.
- 16.4 The terms of this Agreement represent the entire agreement between the parties and supersede any previous representations or agreements whether recorded in writing or otherwise.
- 16.5 Both parties agree that the terms of this Agreement are fair and reasonable in all the circumstances.
- 16.6 The terms of this contract shall be governed by English law and the parties hereto agree to submit to the non-exclusive jurisdiction of the English Courts.