

NETBOX5 TERMS AND CONDITIONS

TERMS OF ENGAGEMENT – SELF-EMPLOYED CONTRACTOR FOR CONSULTANCY SERVICES

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 Employment Business 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 engaged by the Employment Business to provide the services of its employees, officers or representatives to the Client;
“Employment Business”	means Netbox5 Limited of Elderden Barn, Chart Hill Road, Staplehurst, Kent, TN12 0RN;
“Relevant Period”	means the longer period of either 14 weeks from the first day on which the Contractor worked for the Client, or 8 weeks from the day after the Contractor was last supplied by the Employment Business to the Client.

1.2. Unless the context requires otherwise references to the singular include the plural.

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 a contract for services between the Employment Business and the Contractor upon being signed on behalf of the Contractor and they govern all Assignments undertaken by the Contractor. However no contract shall exist between the Employment Business and the Contractor between Assignments.

2.2 For the avoidance of doubt these Terms shall not be construed as a contract between any individual supplied or any representative of the Contractor and any of the liabilities of an employer arising out of the Assignment shall be the liabilities of the Contractor.

2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Contractor and set out in writing and a copy of the varied terms is given to the Contractor stating the date on or after which such varied terms shall apply.

3. ASSIGNMENTS

3.1 The Employment Business will endeavour to obtain suitable Assignments for the Contractor. The Contractor shall not be obliged to accept an Assignment offered by the Employment Business.

3.2 The Contractor acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees: that suitability of the work to be offered shall be determined solely by the Employment Business; that the Employment Business shall incur no liability to the Contractor should it fail to offer opportunities to work in the above category or in any other category; and that no contract shall exist between the Contractor and the Employment Business during periods when the Contractor is not working on an Assignment.

3.3 At the same time as an Assignment is offered to the Contractor the Employment Business shall inform the Contractor of the identity of the Client, and if applicable the nature of their business; the date the work is to commence and the duration or likely duration of the work; the type of work, location and hours during which the Contractor would be required to work; the rate of remuneration that will be paid and any expenses payable by or to the Contractor; and any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks. In addition the Employment Business shall inform the Contractor what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work in the Assignment.

3.4 Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following save where the Contractor is being offered an Assignment in the same position as one in which the Contractor had previously been supplied within the previous five business days and such information has already been given to the Contractor.

3.5 If before the first Assignment, during the course of an Assignment or within the Relevant Period the Client wishes to employ the Contractor direct or through another employment business, the Contractor acknowledges that the Employment Business will be entitled either to charge the Client a fee or to agree an extension of the hiring period with the Client at the end of which the Contractor may be engaged directly by the Client or through another employment business without further charge to the Client. In addition the Employment Business will be entitled to charge a fee to the Client if the Client introduces the Contractor to a third party who subsequently engages the Contractor within the Relevant Period.

4. FEES

- 4.1. The Contractor will receive payment from the Employment Business as agreed in writing, for all time worked. The actual rate will be notified on a per Assignment basis, for each hour or day worked during an Assignment to be paid weekly in arrears.
- 4.2. Subject to any agreement by the parties to the contrary the Contractor shall not be entitled to receive payment from either the Employment Business or the Client for time not spent on Assignment whether in respect of holidays, illness or absence for any other reason.
- 4.3 All payments will be made to the Contractor and 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. TIMESHEETS

- 5.1. 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 Employment Business the Employment Business's timesheet duly completed to indicate the number of hours/days worked by the Contractor during the preceding week signed by an authorised representative of the Client. Such timesheets must be received by the Employment Business by no later than 2pm on the Monday following the week to which they relate. This timesheet must be accompanied by an invoice from the Contractor for the amount due from the Employment Business to the Contractor for the hours/days worked in that week. Such invoice should bear the Contractor's name, limited company number, VAT number, and should state any VAT due on the invoice.
- 5.2. Subject to clause 5.3 the Employment Business shall pay the Contractor for all time worked regardless of whether the Employment Business has received payment from the Client for those hours.
- 5.3. Where the Contractor fails to submit a properly authenticated time sheet the Employment Business shall, in a timely fashion, conduct further investigations into the time claimed by the Contractor and the reasons that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Contractor. The Employment Business shall make no payment to the Contractor for time not worked.

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, Professional Indemnity 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 Employment Business 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 Employment Business or the Client which includes any conduct tending to bring the Employment Business 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 Employment Business or the Client.
 - 7.1.3. To take all reasonable steps to safeguard its own health and safety and the health and 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 independent contractors 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. This in no way will effect the Contractors autonomy or methodology of operation.
 - 7.1.6. To co-operate with the Client's staff and accept the reasonable requests 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 Employment Business 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 Employment Business 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.
- 7.1.11. If, either before or during the course of an Assignment, the Contractor becomes aware of any reason why the individual supplied to do the work may not be suitable for an Assignment, s/he shall notify the Employment Business without delay.

8. CONFIDENTIALITY

- 8.1. In order to protect the confidentiality and trade secrets of any Client and the Employment Business 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: -
 - 8.1.1. Not at any time whether during or after an Assignment (unless expressly so authorised by the Client or the Employment Business 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;
 - 8.1.2. To deliver up to the Client or the Employment Business (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;
 - 8.1.3. 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 Employment Business as appropriate.

9. TERMINATION

- 9.1. An Assignment may be terminated by either the Employment Business or the Contractor by giving the other party in writing a week's notice.
- 9.2. Notwithstanding sub-clauses 9.1 and 9.5 of this Agreement, where required by the Client, the Employment Business may without notice and without liability instruct the Contractor to cease work on an Assignment at any time, where:
 - 9.2.1. The Contractor has acted in breach of the rules and regulations applicable to independent contractors;
 - 9.2.2. The Client reasonably believes that the Contractor has not observed any condition of confidentiality applicable to the Contractor from time to time; or
 - 9.2.3. The Contractor becomes insolvent, dissolved or subject to a winding up petition
 - 9.2.4. For any reason the Contractor proves unsatisfactory to the Client.
- 9.3. 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 Employment Business to claim damages from the Contractor for any resulting loss suffered by the Employment Business.
- 9.4. If the Staff are unable for any reason to work on an Assignment the Contractor should inform the Employment Business by no later than 9.00 am on the first day of absence to enable alternative arrangements to be made.
- 9.5. The Contractor acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Client. In the event that the contract between the Employment Business and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability to the Contractor.

10. NON-SOLICITATION AGREEMENT

- 10.1. You shall not (whether directly or indirectly solely or jointly and whether on your own behalf or on behalf of any other person, form or company), solicit, endeavour to entice or accept the custom of any person who at anytime has been a customer or client of the Employment Business and with whom you had business dealings on behalf of the Employment Business, where such solicitation enticement or acceptance of custom relates to the provision of services similar to those which are, could be, or have been, provided by the Employment Business.

11. RELATIONSHIP BETWEEN EMPLOYMENT BUSINESS AND CONSULTANCY

- 11.1. The Contractor acknowledges to the Employment Business that its services are supplied to the Employment Business as an independent contractor and that accordingly the responsibility of complying with all statutory and legal requirements relating to the staff of the Contractor (including the payment of taxation) shall fall upon and be discharged wholly and exclusively by the Contractor. In the event that any person should seek to establish any liability or obligation upon the Employment Business on the grounds that the staff are an employee of the Employment Business, the Contractor shall upon demand indemnify the Employment Business and keep it indemnified in respect of any such liability or obligation and any related costs expenses or other losses which the Employment Business shall incur.
- 11.2. In the event that the Contractor is unable to provide any part of the Services for whatever reason, the Contractor shall offer a substitute of equivalent expertise and the terms of the Assignment shall contain identical obligations to those imposed by this agreement. The Contractor shall ensure that the Substitute fully understands the requirements of the services and the progress

already made and shall continue to invoice the Company and shall be responsible for the payments of the substitute. In the event that the Contractor cannot provide an acceptable substitute the Company is entitled to terminate the Agreement forthwith.

- 11.3. For the avoidance of doubt, the relationship between the two parties is not one of employer/employee. The Contractor is not prohibited from undertaking other contracts whilst on this assignment.

12. LAW

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

TERMS OF ENGAGEMENT – LIMITED COMPANY CONTRACTORS

Recitals

- (A) The Consultancy (the company providing the services) carries on the business of the provision of consultancy services relating to all aspects of Information Technology ("the Consultancy Services").
- (B) The Employment Business (NetBox5 Ltd) has requested the Consultancy and the Consultancy has agreed with the Employment Business, to provide the Consultancy Services on the terms and subject to the conditions of this agreement ("Agreement").

IT IS AGREED as follows:

1. INTERPRETATION AND DEFINITIONS

- 1.1. Unless the context otherwise requires, references to the singular include the plural.
- 1.2. The headings contained in the Agreement are for convenience only and do not affect their interpretation.
- 1.3. **"Assignment"** means the services, which the Consultancy is engaged by the Employment Business to render 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 Consultancy and identified in the attached schedule

2. CONSULTANCY

- 2.1. The Consultancy's obligation to provide the Consultancy Services shall be performed by such member or members of the Consultancy's employees, officers or representatives ("Staff") as the Consultancy may consider appropriate, subject to the prior approval of the Client. The Consultancy shall be entitled to assign or sub-contract the performance of the Consultancy Services provided that the Employment Business and the Client are reasonably satisfied that the assignee or sub-contractor has the required skills, qualifications, resources and personnel to provide the Consultancy Services to the required standard and that the terms of any such assignment or sub-contract contain the same obligations imposed by this agreement.
- 2.2. The schedule attached to this Agreement shall specify the Client, the fee payable by the Employment Business and such expenses as may be agreed, any notice period and any other relevant information.
- 2.3. Save as otherwise stated in this Agreement, the Consultancy shall be entitled to supply its services to any third party during the term of this Agreement provided that this in no way compromises or is to the detriment of the supply of its services to the Client.

3. THE CONTRACT

- 3.1. This Agreement constitutes the contract between the Employment Business and the Consultancy and governs the Assignment undertaken by the Consultancy with the Client.
- 3.2. No variation or alteration of these terms shall be valid unless approved by the Employment Business and the Consultancy in writing.

4. UNDERTAKING OF THE CONSULTANCY

- 4.1. The Consultancy warrants to the Employment Business that by entering into and performing its obligations under this Agreement it will not thereby be in breach of any obligation which it owes to any third party.
- 4.2. The Consultancy warrants that its Staff have the necessary skills and qualifications to perform the Consultancy Services.

5. OBLIGATIONS OF THE CONSULTANCY

- 5.1. The Consultancy agrees on its own part and on behalf of its Staff as follows:
 - 5.1.1. Not to engage in any conduct detrimental to the interests of the Employment Business or the Client which includes any conduct tending to bring the Employment Business or the Client into disrepute or which results in the loss of custom or business.

- 5.1.2. To comply with any statutory or other reasonable rules or obligations including but not limited to those relating to health and safety during the Assignment to the extent that they are reasonably applicable to them while performing the services and to take all reasonable steps to safeguard its own safety, the safety of its Staff and the safety of any other person who may be affected by its actions on the Assignment.
 - 5.1.3. To furnish the Client and/or the Employment Business with any progress reports as may be requested from time to time.
 - 5.1.4. Not to sub-contract or assign to any third party any of the Consultancy Services which it is required to perform under the Assignment except in accordance with clause 2.1.
 - 5.1.5. To notify the Employment Business forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition.
 - 5.1.6. To provide at its own cost, subject to any agreement to the contrary specified in the Schedule attached as to any facilities which may be made available by the Client, all such necessary equipment as is reasonable for the adequate performance by the Staff of the Consultancy Services.
- 5.2. If the Consultancy is unable for any reason to perform the Consultancy Services during the course of an Assignment the Consultancy should inform the Employment Business by no later than 9.00am on the first day of incapacity.
 - 5.3. The Consultancy shall have reasonable autonomy in relation to determining the method of performance of the Consultancy Services but in doing so it shall co-operate with the Client and comply with all reasonable and lawful instructions within the scope of the Assignment made by the Client.
 - 5.4. Nothing in this Agreement shall render any member of the Consultancy's Staff an employee of either the Employment Business or the Client. The Consultancy shall ensure that none of its Staff holds him or her self out as an employee of either the Employment Business or the Client.
 - 5.5. The Consultancy shall bear the cost of any training which its Staff may require in order to perform the Consultancy Services.

6. FEES

- 6.1. The Consultancy will receive payment from the Employment Business for the Assignment in accordance with the fee specified in their assignment contract, plus VAT where appropriate.
- 6.2. The Consultancy shall be responsible for any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of its Staff for the Assignment.
- 6.3. All payments will be made to the Consultancy.
- 6.4. If the Consultancy shall be unable for any reason to provide the Consultancy Services to the Employment Business no fee shall be payable by the Employment Business during any period that the Consultancy Services are not provided.
- 6.5. If the Employment Business shall be unable for any reason to provide the Consultancy Services to the Consultancy no fee shall be payable by the Employment Business during any period that the Consultancy Services are not provided.

7. OBLIGATIONS OF THE EMPLOYMENT BUSINESS

- 7.1. The Employment Business shall furnish the Consultancy with sufficient information about the Assignment in order for the Consultancy to arrange for the Consultancy Services to be carried out.
- 7.2. The Employment Business will advise the Consultancy of any health & safety information or advice which it receives from the Client which may affect the Consultancy's Staff during the Assignment.

8. CONFIRMATION OF ASSIGNMENTS

- 9.1 Prior to the commencement of the Assignment, or if this is not practical, upon commencement of the assignment, the Employment Business will send to the Client written confirmation of the Assignment specifying the duration of the Assignment, the identity of the Contractor, the hourly rate charged by the Employment Business, together with such expenses as may have been agreed, any notice period to terminate the contract, the intervals at which invoices shall be rendered to the Client by the Employment Business and any other relevant information.

9. TERM OF THE AGREEMENT

- 9.1. The Employment Business may without notice and without liability instruct the Consultancy to cease work on the Assignment at any time, where:
- 9.1.1. the Consultancy has committed any serious or persistent breach of any of its obligations under this Agreement;
 - 9.1.2. the Client reasonably believes that the Consultancy has not observed any condition of confidentiality applicable to the Consultancy from time to time; or
 - 9.1.3. for any reason the Consultancy proves unsatisfactory to the Client.
 - 9.1.4. the Consultancy becomes insolvent, dissolved or subject to a winding up petition.
 - 9.1.5. any member of the Consultancy's staff is guilty of any fraud, dishonesty or serious misconduct
- 9.2. The Consultancy acknowledges that the continuation of the Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Client. In the event that the contract between the Employment Business and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability to the Consultancy.

10. CONFIDENTIALITY

- 10.1. 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 it or gained in confidence the Consultancy agrees on its own part and on behalf of its Staff as follows:
- 10.1.1. Not at any time whether during or after the Assignment (unless expressly so authorised by the Client or the Employment Business 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;
 - 10.1.2. To deliver up to the Client or the Employment Business (as directed) at the end of the 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;
 - 10.1.3. 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 the Assignment in which event any such item shall belong to the Client or the Employment Business as appropriate.

11. NON-SOLICITATION AGREEMENT

- 11.1 You shall not (whether directly or indirectly solely or jointly and whether on your own behalf or on behalf of any other person, form or company), solicit, endeavour to entice or accept the custom of any person who at anytime has been a customer or client of the Employment Business and with whom you had business dealings on behalf of the Employment Business, where such solicitation enticement or acceptance of custom relates to the provision of services similar to those which are, could be, or have been, provided by the Employment Business.

12. RELATIONSHIP BETWEEN EMPLOYMENT BUSINESS AND CONSULTANCY

- 12.1. The Consultancy acknowledges to the Employment Business that its services are supplied to the Employment Business as an independent contractor and that accordingly the responsibility of complying with all statutory and legal requirements relating to the staff of the Consultancy (including the payment of taxation) shall fall upon and be discharged wholly and exclusively by the Consultancy. In the event that any person should seek to establish any liability or obligation upon the Employment Business on the grounds that the staff are an employee of the Employment Business, the Consultancy shall upon demand indemnify the Employment Business and keep it indemnified in respect of any such liability or obligation and any related costs expenses or other losses which the Employment Business shall incur.

13. LIABILITY

- 13.1. The Consultancy shall be liable for any loss, damage or injury to any party resulting from the negligent acts or omissions of its Staff or from the acts of omission of any assignee or sub-contractor to whom the Consultancy assigns or sub-contracts the performance of the Consultancy Services during an Assignment.

- 13.2. The Consultancy shall ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance and any other suitable policies of insurance such as Professional Indemnity insurance in respect of the Consultancy and its Staff during an Assignment and shall make a copy of the policy available to the Employment Business upon request.
- 13.3. The Consultancy shall be liable for any defects arising in relation to the Consultancy Services and shall rectify at its own cost such defects as may be capable of remedy within a reasonable period from notification of such defects by either the Employment Business or the Client.

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 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 the modify the provisions and terms of this Agreement as necessary or desirable in the circumstances.

16. DISCLAIMER

- 16.1. The Employment Business 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 Consultancy. Furthermore the Employment Business accepts no liability to indemnify the Consultancy for any losses, expenses or liabilities incurred by the Consultancy whether by reason of tax or other statutory or contractual liability to any third party arising from the Assignment.