



CONTRACT FOR SERVICES OF LIMITED COMPANY CONTRACTORS - TERMS OF BUSINESS

1. DEFINITIONS

1.1 In these Terms of Engagement the following definitions apply:

“Assignment” means the period during which the Contractor is engaged by GMRC Limited to render the Services to the Client;

“GMRC Limited” means GMRC Limited, (Company Number 05176047) whose registered office is 82 St Johns Street, London EC1M 4JN

“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 GMRC Limited to provide the services of the Sub-Contractor to the Client;

“Guarantor” means the person who joins in this agreement to guarantee to GMRC Limited due performance by the Contractor

“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 GMRC Limited to the Client;

“The Services” means the duties allocated by the Client

“Sub-Contractor” means the officer or employee of the Contractor through whom the Contractor is to perform the Services for 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 GMRC Limited and the Contractor and they govern all Assignments undertaken by the Contractor and supersede all previous agreements. Commencement of performance of the Services represents acceptance of these Terms however no contract shall exist between GMRC Limited 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 (save for the obligations of the Guarantor set out below) 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 in writing between a director of GMRC Limited and a duly authorised representative of the Contractor.

3. ASSIGNMENTS

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

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 GMRC Limited shall incur no liability to the Contractor should it fail to offer opportunities for suitable work and that no contract shall exist between the Contractor and GMRC Limited during periods when the Contractor is not working on an Assignment.

3.3 If before the first Assignment, during the course of an Assignment or within the Relevant Period the Client wishes to employ or engage the services of the Contractor or the Sub-Contractor direct or through another employment business or other third party, the Contractor acknowledges that GMRC Limited 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 or the Sub-Contractor may be engaged directly by the Client or through another employment business or other third party without further charge to the Client. In addition GMRC Limited will be entitled to charge a fee to the Client if the Client introduces the Contractor or the Sub-Contractor to a third party who subsequently engages the Contractor or the Sub-Contractor within the Relevant Period.



4. FEES AND TIMESHEETS

4.1 The rate shall mean the amount at which fees will be payable to the Contractor by GMRC Limited upon completion of the Services to the satisfaction of the Client. Overtime rates, if applicable, only apply after completion of a normal working week.

4.2 GMRC Limited assumes full responsibility for payment of fees to the Contractor. Fees will be paid one week in arrears upon receipt of weekly submitted Client approved timesheets, the Contractor's invoice, a current Certificate of Incorporation and a signed copy of this agreement. If the rate is increased during the Assignment GMRC Limited may retain an increase proportional to the initial margin. Client approval in writing is required prior to payment of all fees and expenses claimed in connection with the Assignment.

4.3 The Contractor shall pay and indemnify GMRC Limited fully against all claims and liability in respect of taxes, National Insurance contributions or any other dues levied on the Contractor or the Sub-Contractor or any employee of the Contractor (and any interest or penalties). It shall be the sole responsibility of the Contractor to make timely and truthful declarations and payments to the appropriate statutory bodies in respect of all such taxes, contributions and dues required by statute or regulation.

4.4 Subject to any agreement by the parties to the contrary the Contractor shall not be entitled to receive payment from either GMRC Limited or the Client for time not spent on Assignment whether in respect of holidays, illness or absence for any other reason.

4.5 Subject to clause 4.6 GMRC Limited shall pay the Contractor for all hours worked in accordance with these terms and authorised by the Client regardless of whether GMRC Limited has received payment from the Client for those hours.

4.6 Where the Contractor fails to submit a properly authenticated time sheet GMRC Limited shall, in a timely fashion, conduct further investigations into the hours 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. GMRC Limited shall make no payment to the Contractor for hours not worked.

5. LIABILITY

5.1 The Contractor shall be liable for any loss, damage or injury to any party resulting from the negligent acts or omissions of the Sub-Contractor and its employees, officers and representatives during an Assignment.



5.2 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 the Sub-Contractor and its employees, officers and representatives during an Assignment and shall make copies of such policies available to GMRC Limited upon request.

6. CONTRACTOR'S OBLIGATIONS

6.1 The Contractor agrees on its own part and to procure that the Sub-Contractor and its employees, officers and representatives shall: -

6.1.1 Not engage in any conduct detrimental to the interests of GMRC Limited or the Client which includes any conduct tending to bring GMRC Limited or the Client into disrepute or which results in the loss of custom or business;

6.1.2 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 GMRC Limited or the Client;

6.1.3 Take all reasonable steps to safeguard its and their own health and safety and the health and safety of any other person who may be affected by its actions on the Assignment, read, familiarise it/him/herself with, and comply with the Health and Safety policies and procedures of the Client, and, in particular, make full use of all personal protection clothing and equipment required for its/his/her health and safety;

6.1.4 Comply with all statutory obligations and codes of practice to which the Contractor is subject in respect of the Sub-Contractor and its employees, officers and representatives including but not limited to the Working Time Regulations and shall give written notice of such requirement to GMRC Limited before requiring the Sub-Contractor or any of its employees, officers or representatives to undertake nightwork or to work more than 48 hours in a working week;

6.1.5 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;

6.1.6 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;



6.1.7 Perform the Services diligently to the highest professional standards and to the full satisfaction of the Client and make good any failing or deficiency at its/his/her own expense;

6.1.8 Furnish GMRC Limited with any progress reports as may be requested from time to time;

6.1.9 Not sub-contract to any third party any of the Services which it is required to perform under any Assignment and unless otherwise agreed in writing by the Client and by GMRC Limited to procure that the Services shall be performed personally by the Sub-Contractor;

6.1.10 Notify GMRC Limited forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition.

6.1.11 Comply with all the requirements of VAT legislation and the Companies Acts;

6.1.12 If any individual is unable for any reason to attend work during the course of an Assignment, inform the Client and GMRC Limited within one hour of the commencement of the Assignment or shift;

6.1.13 Indemnify and keep GMRC Limited fully indemnified in respect of any loss, injury, costs, claim or liability arising from any breach of any of the terms of this clause.

6.2 If, either before or during the course of an Assignment, the Contractor becomes aware of any reason why the individual supplied to perform the Services may not be suitable or qualified for an Assignment or for any duties or work which may arise in the course of an Assignment, whether by reason of health issues, lack of the necessary skill, experience or qualification, or for any other reason, it/he/she shall notify GMRC Limited without delay, either in writing or, if verbally, confirmed in writing within 24 hours.

7. MOTOR VEHICLES

7.1 The Contractor shall procure that the Sub-Contractor and its employees, officers and representatives shall not use any motor vehicle until insurance for business use has been arranged. The Contractor shall keep the Client and GMRC Limited fully indemnified against any costs, claims and liability arising from use of motor vehicles whether or not connected with the performance of the Services.



8. TERMINATION

8.1 Save where a fixed term of appointment or longer notice is agreed or clause 8.2 applies, GMRC Limited, the Client or the Contractor may terminate the Assignment at any time on 7 days' prior notice. Such prior notice shall normally be given before 12.00 noon on a Monday, or as otherwise agreed.

8.2 The Client or GMRC Limited may terminate an Assignment at any time without prior notice or liability if the Contractor or the Sub-Contractor or any of its employees, officers or representatives breaches any of the provisions of clause 6 or by reason of any actual or suspected misconduct, dishonesty or misbehaviour in any way connected with the Assignment or if the Contractor becomes insolvent or subject to a winding up petition or is dissolved.

8.3 Upon termination of the Assignment the Contractor shall, and shall procure that the Sub-Contractor and its employees, officers and representatives shall, immediately deliver to the Client or GMRC Limited all correspondence, documents, specifications and all other papers and property which may be in the possession or under the control of the Contractor or the Sub-Contractor or any of its employees, officers or representatives and which belongs to the Client or GMRC Limited (as the case may be) and shall not make or retain any copies thereof or permit any third party to do so.

9. SECRECY

9.1 The Contractor shall not, and shall procure that neither the Sub-Contractor nor any of its employees, officers or representatives shall, make use of or disclose, either during or after the Assignment, to any third party information of any kind which by disclosure may be detrimental to the Client or the Client's business, nor communicate any information relating to the terms and conditions of this agreement to any third party without the prior written consent of GMRC Limited. The Contractor shall comply, and procure that the Sub-Contractor and all its employees, officers and representatives shall comply, with all requirements of the Client in relation to confidentiality and the protection of the intellectual property of the Client and will keep GMRC Limited fully indemnified against all costs, claims or liability arising from any breach or non-observance of these obligations.

10. ACKNOWLEDGEMENT

10.1 The Contractor acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from the Services carried out by the Contractor or the Sub-Contractor or its employees, officers and representatives during the Assignment shall belong to the Client.



11. SUITABILITY FOR POST

11.1 The Contractor warrants to GMRC Limited that neither the Sub-Contractor nor any of its employees, officers or representatives has ever been convicted of any offence that is not a spent conviction and further warrants that none of them suffers from any mental or physical disability or illness which might affect his/her suitability for the Assignment or ability to perform the Services.

12. RIGHTS OF THIRD PARTIES

12.1 It is not intended by the parties hereto that any term of this agreement should benefit or be enforceable by any other party.

13. VALUE ADDED TAX

13.1 All sums are subject, where applicable, to the addition of VAT at the prevailing rate.

14. GUARANTEE

14.1 In consideration of GMRC Limited entering into this agreement with the Contractor at the request of the Guarantor, the Guarantor hereby guarantees to GMRC Limited full compliance with all the terms hereof by the Contractor and undertakes to keep GMRC Limited fully indemnified in respect of any loss, damage, expense, costs or liability of whatever nature suffered or incurred by GMRC Limited as a result of any breach or non-compliance. This guarantee and indemnity shall not be affected by any time allowed to the Contractor for compliance or by any waiver or other concession on the part of GMRC Limited.

15. LAW

15.1 These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.

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