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1. **Definitions & Interpretation**

1.1 In these terms and conditions, unless the context otherwise requires, the following words have the following meanings:

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| "Agency" | the person identified as such in the Order |
| "Assignment " | refers in respect of a particular Worker to the supply by the Agency of that Worker (or a replacement) for a particular period, as set out in the Order or otherwise extended or varied from time to time by agreement in writing between the Company and the Agency; |
| "Charges" | the amounts payable by the Company for the supply of Workers, as set out or referred to in the Order; |
| "Company" | Ian Williams Limited; |
| "Conduct Regulations" | the Conduct of Employment Agencies and Employment Businesses Regulations 2003; |
| "Contract" | the contract between the Company and the Agency in relation to the supply of temporary workers, comprising these terms and conditions and the Order, as described in clause 2.1 below; |
| "Minimum Amount of Notice" | where expressly stated in the Order, the minimum amount of notice which the Company is required to give to the Agency in order to terminate a particular Assignment for the Company's convenience. If no particular period of notice is stated in the Order, the minimum amount of notice for these purposes shall be nil, such that any Assignment shall be capable of termination by the Company at any time with immediate effect; |
| "Order" | an order issued by the Company to the Agency for the supply of temporary workers; |
| "Site" | in respect of a particular Assignment, the location(s) at which the relevant Worker is required to work for the Company, as set out in the Order or otherwise agreed in writing from time to time by the Company and the Agency; |
| "Worker" | an individual supplied by the Agency to work for the Company pursuant to this Contract (regardless of the nature of the individual's relationship with the Agency); |

- 1.2 In this Contract, unless the context otherwise requires:
- 1.2.1 any reference to any legislation or legislative provision shall be construed as a reference to that legislation or provision as amended, re-enacted or extended at the relevant time;
- 1.2.2 any reference to a person shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or one or more of the foregoing;
- 1.2.3 any reference to the masculine gender shall include the feminine and neuter and vice versa;
- 1.2.4 the table of contents and headings are inserted for ease of reference only and shall not affect the construction of the Contract;
- 1.2.5 any phrase introduced by the terms "include", "including", "particularly" or "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
2. **Scope of Contract**
- 2.1 The terms and conditions in this document, together with the Order, shall govern the supply by the Agency to the Company of a particular number of Workers for particular Assignments, as referred to in the Order or otherwise agreed in writing between the Company and the Agency from time to time. If there is any conflict or inconsistency between the terms and conditions in this document and any terms set out in the Order, the former shall prevail, with the exception of any terms which are expressly stated in the Order to be "special conditions" or otherwise to take precedence over the terms and conditions in this document.
- 2.2 The Agency shall be responsible for ensuring that the number of Workers referred to in the Order are supplied to the Company for the duration of their respective Assignments and in so far as one or more individuals fail to attend the relevant Site(s) for some or all of the relevant periods, the Agency shall be responsible for ensuring that replacements (conforming in all respects with the requirements of the Contract) are supplied without delay.
- 2.3 For the avoidance of doubt:-
- 2.3.1 the supply by the Agency of Workers shall be made on the terms and conditions set out in this document and the Order, and such terms and conditions shall prevail over any terms put forward by the Agency, whether such terms are contained in the Agency's acknowledgement of any Order or otherwise;
- 2.3.2 nothing in the Contract shall constitute any partnership between the Company and the Agency or be deemed to have created any relationship of agency between them and neither party shall have the authority to contract on behalf of or otherwise bind the other in any way.
- 2.4 Where required by the Company, the Agency shall on or before the date of the Order execute and deliver to the Company an executed self billing agreement attached to these terms and conditions and the parties shall comply with the provisions contained therein.
3. **Obligations of Agency**
- 3.1 The Agency shall at all times in connection with the performance of its obligations under the Contract:-
- 3.1.1 exercise all reasonable care, skill and diligence;
- 3.1.2 comply with the Conduct Regulations (where applicable) and all other applicable laws and regulations;
- 3.1.3 act in good faith and in the best interests of the Company.
- 3.2 The Agency shall use its best endeavours to ensure that each and every Worker supplied to the Company from time to time (including any individual supplied as a replacement for a Worker previously supplied):-
- 3.2.1 has the appropriate skills, qualifications and experience and is otherwise suitable to carry out the work required by the Company;
- 3.2.2 is of good character, reliable and trustworthy;
- 3.2.3 is legally entitled to work in the United Kingdom and to carry out the type of work required by the Company.
- 3.3 Without prejudice to the generality of the Agency's obligations under clause 3.2 above, the Agency shall ensure that prior to supplying any Worker to the Company:-
- 3.3.1 the Agency has taken all reasonable steps to establish the suitability of the Worker for the work required by the Company, including the carrying out of a suitable selection and interview process and the obtaining and checking of appropriate references;
- 3.3.2 where applicable, the Agency has taken all reasonable steps to verify that the Worker possesses a current and valid CSCS certificate;
- 3.3.3 the Agency has taken all reasonable steps to verify the identity of the Worker and his legal entitlement to work in the United Kingdom, including the careful checking of the Worker's passport, work permits and other relevant documentation;
- 3.3.4 the Agency has obtained such other information and confirmations as are required by the Conduct Regulations or, in the case of any Worker who has opted-out of the application of the Regulations, would have been required by the Conduct Regulations had the relevant Worker not so opted-out;
- 3.3.5 the Agency has provided the Worker with any and all information that it is required by the Conduct Regulations and any other applicable laws and regulations to provide, including any applicable information obtained under clause 3.5 below.
- 3.4 The Agency shall use its best endeavours by giving appropriate instructions and otherwise taking all reasonable steps to enforce the terms of the contract between the Agency and the Worker (or any limited company through which the Worker was supplied, as the case may be) to ensure that each Worker supplied to the Company from time to time:
- 3.4.1 attends all necessary induction training prior to starting work for the Company;
- 3.4.2 carries out all work required by the Company in a timely manner and using all reasonable care, skill and diligence;
- 3.4.3 acts at all times whilst working for the Company in accordance with any Company rules, policies or procedures made known to him and otherwise in accordance with any lawful instructions given by the Company from time to time;
- 3.4.4 complies at all times whilst working for the Company with any applicable laws and regulations;
- 3.4.5 acts at all times whilst working for the Company in good faith and in the best interests of the Company.
- 3.4.6 in connection with any work carried out for the Company, does not do or wrongfully omit to do anything that would infringe, or result in the Company infringing, the intellectual property or other rights of any third party;
- 3.4.7 at the end of the relevant Assignment Period (or at such other times as may be directed by the Company) returns to the Company any and all personal protective equipment, tools, keys, security passes, manuals, records (in whatever medium) and other items which were lent to the Worker by the Company and/or which belong to the Company and are in the Worker's possession.
- 3.5 The Company shall provide the Agency on request with such information as to particular Sites and/or particular work as the Company may be required by the Conduct Regulations or any other applicable laws to provide to the Agency in respect of particular Workers, provided that:-
- 3.5.1 the Agency shall be responsible for identifying and requesting from the Company all such information; and
- 3.5.2 where reasonably practicable, the Agency shall at its own cost make visits to relevant Sites in order to obtain the necessary information for itself.
- 3.6 The Agency shall at its own cost and in addition to and without prejudice to any obligations the Agency may have under the Conduct Regulations:-
- 3.6.1 keep detailed and up to date records in relation to each Worker, including records of the steps taken by it to comply with its obligations under this clause 3;
- 3.6.2 permit authorised representatives of the Company to examine such records where and upon such reasonable notice as the Company may require;
- 3.6.3 provide such explanations as those representatives may request in connection with such records;
- 3.6.4 keep all such records available for such examination for at least three years following termination or expiry of the Contract;
- 3.6.5 ensure that each and every Worker has the appropriate and necessary personal protection equipment compliant with the Company's rules and regulations and any applicable laws and regulations. The Agency acknowledges that any Worker not having such personal protection equipment shall not be allowed on the Site.
- 3.7 The Agency shall indemnify and keep indemnified the Company from and against all costs, expenses (including, but not limited to, legal and other professional fees and expenses) losses, damages and other liabilities (of whatever nature, whether contractual, tortious or otherwise) suffered or incurred by the Company and arising out of or in connection with any breach of the Contract by the Agency.
4. **Charges**
- 4.1 Unless otherwise stated in the Order:-

- 4.1.1 the Charges are exclusive of any applicable VAT but inclusive of any and all costs and expenses incurred by the Agency and/or any Worker in performing their respective duties under or in connection with the Contract;
- 4.1.2 the Agency shall be entitled to raise its invoice/application for payment (as appropriate) for the Charges in accordance with the payment terms stated in the Order or, if such terms do not describe when invoice/application for payment (as appropriate)s may be raised, at any time after the end of each calendar month in respect of those Workers supplied in accordance with the Contract during that month.
- 4.2 The Company shall pay any properly raised invoice/application for payment (as appropriate) in accordance with the payment terms stated in the Order or, if such terms do not describe when invoices/applications for payment (as appropriate) are to be payable, within 40 days from the end of the month the work was concluded, subject in either case to the following provisos:-
- 4.2.1 the Agency shall supply such supporting documentation as the Company may reasonably require, including duly completed daily timesheets (endorsed with the name and signature of the Company's site or project manager) for each Worker, and the Company shall be entitled to defer payment of the invoice/application for payment (as appropriate) (in whole or in part) pending receipt of such documentation. The Agency acknowledges that the timesheets are not complete or valid for payment unless the Company's site or project manager has printed his name and signed relevant timesheet;
- 4.2.2 the Company shall be entitled to withhold, set-off or deduct such sums as it reasonably thinks fit in respect of any failure by the Agency to comply with the Contract, any amounts owing by the Supplier to the Company (whether under the Contract or any other contract) and/or any other claims that the Company may have against the Agency (whether arising under the Contract or otherwise);
- 4.2.3 without prejudice to the generality of clause 4.2.2 above, the Company shall be entitled to withhold or deduct an amount equal to the value of any equipment or other items which have not been returned to the Company in accordance with clause 6.8 below;
- 4.2.4 payment by the Company shall be without prejudice to any claims or rights that the Company may have against the Agency and shall not constitute any admission by the Company as to the satisfactory supply by the Agency of the relevant Workers.
- 4.3 If the Company fails to pay to the Agency any sums properly due to the Agency by the relevant final date for payment under clause 4.2 above, the Agency shall be entitled to charge interest on the amount outstanding from time to time at the rate of 2% above the base rate for the time being of HSBC Bank Plc.
- 4.4 The Agency acknowledges and agrees that each Worker is not an employee of the Company, that there is no intention to create any relationship of employer and employee between the Company and any Worker and that each Worker is supplied pursuant to a contract between the Agency and the Worker or a limited company through which he provides his services. Accordingly:-
- 4.4.1 the Company shall have no responsibility for paying any Worker or for making any deduction from the Charges in respect of any income tax or national insurance contributions which may be due in connection with the Charges;
- 4.4.2 where applicable, the Agency shall maintain, and provide the Company with details of, a valid registration for the purposes of the Construction Industry Scheme (under the Income and Corporation Taxes Act 1988) and otherwise comply with the requirements of such scheme, such that the Company shall be entitled to pay the Agency gross as if it were a sub-contractor of the Company;
- 4.4.3 the Agency shall indemnify and keep indemnified the Company from and against any income tax, national insurance or related costs, penalties, interest and gross-up which may be found due from the Company in respect of the Charges and/or any services provided by a Worker to the Company.
- 4.5 In so far as the Contract should properly be treated as a "construction contract" within the meaning of the Housing Grants, Construction and Regeneration Act 1996, then for the purposes of that Act:-
- 4.5.1 the "due date" for payment of particular Charges shall be the date of receipt by the Company of the relevant invoice/application for payment (as appropriate) for those Charges raised by the Agency under clause 4.1 above;
- 4.5.2 the final date for payment of particular Charges shall be the date by which the relevant invoice/application for payment (as appropriate) for those Charges is required to have been paid under clause 4.2 above;
- 4.5.3 within five days of receiving an invoice/application for payment (as appropriate) for particular Charges, the Company shall notify the Agency of the amount that it proposes to pay in respect of that invoice/application for payment (as appropriate), taking into account any sums which the
- Company proposes to withhold or deduct from, or set-off against, such Charges, and the basis for the Company's calculation in this respect;
- 4.5.4 either party shall be entitled to refer any dispute or difference arising under the Contract to adjudication, and any such adjudication shall be conducted in accordance with the Company's standard adjudication rules (as amended from time to time), which rules are hereby incorporated in the Contract and a copy of which is available from the Company on request.
5. **Confidentiality & Intellectual Property**
- 5.1 Each party shall safeguard and keep confidential any and all confidential information that it may acquire in relation to the business or affairs of the other party. Neither party shall use or disclose the other party's confidential information except to the extent that such use or disclosure is necessary for the purposes of performing its obligations or exercising its rights under the Contract. Each party shall ensure that its officers and employees and any other persons to whom the confidential information is disclosed comply with the provisions of this clause 5.1.
- 5.2 The obligations on a party set out in clause 5.1 shall not apply to any information to the extent that such information:
- 5.2.1 is publicly available or becomes publicly available through no act or omission of that party;
- 5.2.2 is required to be disclosed by law or by order of a court of competent jurisdiction or other competent authority.
- 5.3 The provisions of this clause 5 shall survive any termination of this Agreement.
- 5.4 Where any Worker is likely to have access to any confidential information of the Company or any of its customers, the Agency shall procure that the Worker enters into a direct confidentiality undertaking in favour of the Company and/or the relevant customer(s) in such form as the Company reasonably requires.
- 5.5 Where any Worker creates any copyright or other intellectual property rights in the course of working for the Company, the Agency shall procure to be executed or done by the Worker or any other necessary person all such deeds, documents, acts and things as the Company may from time to time reasonably require in order to effect an assignment of such rights in favour of the Company or such other person as the Company may direct.
6. **Termination**
- 6.1 The Company shall be entitled to terminate a particular Assignment with immediate effect if at any time:-
- 6.1.1 the Company determines that the Worker in question is unsuitable or unsatisfactory to carry out the work for which he has been supplied; and/or
- 6.1.2 the Worker in question fails to comply with any lawful instruction given to him by the Company or with any other of the requirements set out at clause 3.4 above or is guilty of any other misconduct; and/or
- 6.1.3 it is or becomes unlawful for the Worker to continue working for the Company.
- 6.2 Any termination of an Assignment under clause 6.1 may be effected by way of a verbal communication (as well as by any email or other written communication) to the Agency from an authorised representative of the Company.
- 6.3 Following termination of an Assignment under clause 6.1 above:-
- 6.3.1 the Agency shall provide a replacement Worker without delay if (and only if) requested to do so by the Company;
- 6.3.2 subject to clause 6.3.1 above, and without prejudice to any other rights which the Company may have, the Company shall not be liable to pay any Charges in respect of the relevant Assignment as from the time the termination was communicated to the Agency;
- 6.3.3 any other Assignments covered by the Order shall (for the avoidance of doubt) continue in full force and effect in accordance with the Contract.
- 6.4 In addition to its rights under clause 6.1 above, the Company shall be entitled to terminate one or more Assignments early on giving not less than the Minimum Amount of Notice to the Agency of the intended termination. Following any termination in these circumstances, the Company shall not be liable to pay any Charges in respect of the relevant Assignment(s) as from the date of termination, but any other Assignments covered by the Order shall (for the avoidance of doubt) continue in full force and effect in accordance with the Contract.
- 6.5 Either party may terminate the Contract as a whole immediately by serving written notice to that effect on the other party if at any time any one or more of the following events occurs:
- 6.5.1 the other party makes any voluntary arrangement with its creditors or becomes bankrupt or enters administration or

- goes into liquidation (otherwise than for the purposes of solvent amalgamation or reconstruction); or
- 6.5.2 a security holder takes possession, or a receiver or administrative receiver is appointed, over all or any material part of the property or assets of the other party; or
- 6.5.3 anything analogous to any of the foregoing occurs to the other party under the law of any jurisdiction; or
- 6.5.4 the other party ceases to carry on business; or
- 6.5.5 the other party commits a material breach of any of the provisions of the Contract and in the case of a breach capable of remedy, fails to remedy that breach within 14 days after being served with a written notice specifying the breach and requiring it to be remedied.
- 6.6 Unless otherwise directed by the Company in any notice of termination it gives under clause 6.5 above, any termination under that clause shall operate as an immediate termination of all Assignments.
- 6.7 The termination or expiry of the Contract shall be without prejudice to any other rights or remedies a party may be entitled to under the Contract or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision of the Contract which is expressly or by implication intended to come into or continue in force on or after such termination or expiry.
- 6.8 Following any termination of an Assignment, the Agency shall procure that the relevant Worker delivers-up to the Company immediately any and all personal protective equipment, tools, keys, security passes, manuals, records (in whatever medium) and other items which were lent to the Worker by the Company and/or which belong to the Company and are in the Worker's possession.
- 7. General**
- 7.1 Any notice under the Contract shall be in writing and shall be sent by pre-paid, first class recorded delivery post or hand delivery to the following addresses: in the case of the Company, to its registered office, with a copy sent at the same time to the correspondence address stated in the Order; and in the case of the Agency, to the address stated in the Order. Any such notice shall be deemed to have been duly received (provided it was sent to the proper address):
- 7.1.1 if dispatched by first class, recorded delivery post - 48 hours from the time of posting (subject only to any delays caused by industrial action affecting the postal service);
- 7.1.2 if delivered by hand - at the time of actual delivery;
- 7.2 The Agency shall not be entitled to assign, sub-contract or otherwise dispose of any of its rights or obligations under the Contract without the prior written consent of the Company.
- 7.3 The Contract is entered into for the benefit, and shall be enforceable by, any group companies of the Company (including any of its subsidiaries or holding companies, and any subsidiaries of any such holding companies) for whom any Worker supplied under the Contract carries out any work. For these purposes any references in the Contract to the Company (other than in any provision which is expressed to give a right of termination to the Company) shall be construed as a reference to the relevant group company, provided that the Contract may nonetheless be terminated or varied without the consent of any such group company. Except as stated in this clause, no term of the Contract is intended to confer a benefit on, or to be enforceable by, any person who is not a party to the Contract. For the avoidance of doubt, this clause is only intended to grant rights to, and not to place any obligations on, the Company's group companies and, in the absence of any express transfer or novation of obligations by the Company, any such group company shall not be liable to the Agency for the performance of any of the obligations on the part of the Company under the Contract.
- 7.4 The Contract shall constitute the entire agreement and understanding, and shall supersede any previous agreement(s), between the parties in connection with the subject matter of the Contract. Each party acknowledges and agrees that it has not been induced to enter into the Contract in reliance upon, and in connection with the Contract does not have any remedy in respect of, any representation or other statement or promise of any nature whatsoever other than as expressly set out in this Contract.
- 7.5 Nothing in the Contract shall operate to limit or exclude any liability for any fraudulent misrepresentation or for any other matter in respect of which liability cannot lawfully be limited or excluded.
- 7.6 No variation to the Contract shall be effective unless made in writing and signed by an authorised representative of the Company.
- 7.7 No delay or failure on the part of either party in enforcing any provision in the Contract shall be deemed to operate as a waiver or create a precedent or in any way prejudice that party's rights under the Contract, nor shall any single or partial exercise of any right or remedy in any circumstances preclude any other or further exercise of it or the exercise of any other right of remedy. The rights and remedies provided in the Contract are cumulative and are additional to any rights or remedies provided by law.
- 7.8 If any provision in the Contract is declared void or unenforceable by any court or other body of competent jurisdiction, or is otherwise rendered so by any applicable law, that provision shall to the extent of such invalidity or unenforceability be deemed severable and all other provisions of the Contract not affected by such invalidity or unenforceability shall remain in full force and effect.
- 7.9 Subject to clause 4.5.4 above, the Contract shall be governed by and construed in accordance with the law of England and Wales and any dispute arising under or in connection with this the Contract shall be subject to the exclusive jurisdiction of the courts of England and Wales, to which each of the parties irrevocably submit