



AGREEMENT WITH THE LIMITED COMPANY CONTRACTOR (TERMS OF ENGAGEMENT)

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 Seaton Rail Limited, Unit B, Enterprise Way, Bessingby Industrial Estate, Bridlington, East Riding of Yorkshire, YO16 4SF.

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, 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. No variation or alteration to these Terms shall be valid unless approved in writing by the Employment Business.

2.3. 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.

3. ASSIGNMENTS

3.1. 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 the Contractor shall not be obliged to accept an Assignment offered by the Employment Business.

3.2. Upon the acceptance by the Contractor of an Assignment the Employment Business shall supply the Contractor with a Notification of Assignment email, specifying the duration of the Assignment, the identity of the Client, the hourly rate payable by the Employment Business and such expenses as may be agreed and any other relevant information.

| | | | |
|--|-------------------|---|-------------|
| <i>Integrated Business Management System</i> | | <i>Limited Company Terms & Conditions</i> | |
| Document Number: SRF49 - 03 | Issued: June 2013 | Issue Number: 02 | Page 1 of 5 |
| Document Controller: | Mr Shane Seaton | UNCONTROLLED WHEN PRINTED | |



4. FEES

4.1. The Contractor will receive payment from the Employment Business for an Assignment at the rate specified in the Notification of Assignment email for each hour worked by the Contractor, plus VAT where appropriate.

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 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 12 noon on Tuesday 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 worked in that week. Such invoice should bear the Contractor's name, Employment Business name, VAT number, and should state any VAT due on the invoice.

5.2. The Employment Business shall not be obliged to pay any fees to the Contractor unless a signed timesheet and invoice have been properly submitted by the Contractor in accordance with sub-clause 5.1 of these Terms.

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 safety and the safety of any other person who may be affected by its actions on the Assignment.

| | | | |
|--|-------------------|---|-------------|
| <i>Integrated Business Management System</i> | | <i>Limited Company Terms & Conditions</i> | |
| Document Number: SRF49 - 03 | Issued: June 2013 | Issue Number: 02 | Page 2 of 5 |
| Document Controller: | Mr Shane Seaton | UNCONTROLLED WHEN PRINTED | |



7.1.4. To comply with all statutory obligations and codes of practice to which the Contractor is subject in respect of its Staff 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.

7.1.6. To 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.

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 Acts.

8. ACKNOWLEDGEMENT

8.1. The Contractor acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by the Contractor and its Staff for the Client during the Assignment shall belong to the Client.

9. COMPUTER EQUIPMENT WARRANTY

9.1. The Contractor shall ensure that any computer equipment and associated software which it provides to its Staff for the purpose of providing the services contains anti-virus protection with the latest released upgrade from time to time.

10. CONFIDENTIALITY

10.1. 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:

10.1.1. 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;

10.1.2. 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;

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 an Assignment in which event any such item shall belong to the Client or the Employment Business as appropriate.

| <i>Integrated Business Management System</i> | | <i>Limited Company Terms & Conditions</i> | |
|--|-------------------|---|-------------|
| Document Number: SRF49 - 03 | Issued: June 2013 | Issue Number: 02 | Page 3 of 5 |
| Document Controller: | Mr Shane Seaton | UNCONTROLLED WHEN PRINTED | |



11. TERMINATION

11.1. An Assignment may be terminated by the Employment Business or the Contractor giving the other party [in writing] the period of notice specified in the Notification of Assignment email.

11.2. Notwithstanding sub-clauses 11.1 and 11.5 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:

11.2.1. the Contractor has acted in breach of the rules and regulations applicable to the Client's own staff;

11.2.2. the Client reasonably believes that the Contractor has not observed any condition of confidentiality applicable to the Contractor from time to time; or

11.2.3. the Contractor becomes insolvent, dissolved or subject to a winding up petition

11.2.4. for any reason the Contractor proves unsatisfactory to the Client.

11.3. Failure by the Contractor to give notice of termination as required in the Notification of Assignment email 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.

11.4. If the Staff are unable for any reason to work on an Assignment the Contractor should inform the Employment Business by no later than 08.00 am on the first day of absence to enable alternative arrangements to be made.

11.5. 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.

12. RESTRICTION

12.1. The Contractor shall not supply its services directly, or through any other person, firm or Employment Business, to any Client for which it has carried out Assignments at any time during the previous six months (save in the case of supply through an employment agency or recruitment consultancy with whom the Contractor was also registered at the date of commencement of the last Assignment).

12.2. 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.

13. NOTICES

13.1. All notices which are required to be given hereunder shall be in writing and shall be sent to the registered office from time to time of the party upon whom the notice is to be served. Any such notice

| | | | |
|--|-------------------|---|-------------|
| <i>Integrated Business Management System</i> | | <i>Limited Company Terms & Conditions</i> | |
| Document Number: SRF49 - 03 | Issued: June 2013 | Issue Number: 02 | Page 4 of 5 |
| Document Controller: | Mr Shane Seaton | UNCONTROLLED WHEN PRINTED | |



may be delivered personally or by first class prepaid post or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours and if by facsimile transmission when dispatched.

14. LAW

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

| | | | |
|--|-------------------|---|-------------|
| <i>Integrated Business Management System</i> | | <i>Limited Company Terms & Conditions</i> | |
| Document Number: SRF49 - 03 | Issued: June 2013 | Issue Number: 02 | Page 5 of 5 |
| Document Controller: | Mr Shane Seaton | UNCONTROLLED WHEN PRINTED | |