

CONTRACT FOR THE PROVISION OF PERSONNEL

CONTRACT NO (UNIQUE CONTRACT NUMBER)

AN AGREEMENT BETWEEN:

- (1) IT NETWORK GROUP a company within NETWORK GROUP HOLDINGS PLC (hereafter referred to as "THE EMPLOYMENT BUSINESS") of 13 BENNETTS HILL, BIRMINGHAM, B2 5RS. And
- (2) (CLIENT NAME) ("THE CLIENT") of (CLIENT ADDRESS)

WHEREBY IT IS AGREED as follows:-

1. THE EMPLOYMENT BUSINESS will provide personnel as specified below for the provision of certain consultancy services and THE CLIENT will pay THE EMPLOYMENT BUSINESS at the Contract rate and Expense rate together with any appropriate allowances set out below.
2. The Agreement is subject to the terms and Conditions of Contract attached and contains the entire understanding of the parties. Without written authority from THE EMPLOYMENT BUSINESS any amendment to the contract is invalid.
3. The relevant details to be read in conjunction with the said terms and conditions are as follows:-
 - (I) "THE PERSONNEL" provided by THE EMPLOYMENT BUSINESS, means the initial personnel or employee, servants, agents or sub-contractors of the consultant company provided by THE EMPLOYMENT BUSINESS to discharge the works specified in the contract or a substitute as described below
 - (II) THE CONTRACT TERM FROM (DATE) UNTIL (DATE)
 - (III) THE PROFESSIONAL DAY X HOURS
 - (IV) THE CONTRACT RATE £ XX PER HOUR
 - (V) THE CONSULTANT COMPANY (COMPANY NAME) LIMITED
 - (VI) INITIAL PERSONNEL (PERSONNEL NAME)
 - (VII) SERVICES PROVIDED (DESCRIPTION OF SERVICES PROVIDED)
 - (VIII) "SUBSTITUTE"-An employee of the Consultancy Company or a sub-contractor of the Consultancy Company of the same or greater level of experience and qualification as the Initial Personnel provided who is capable of discharging the contracted services required by THE CLIENT who has been approved in writing prior to his/her commencement of that work by both The Company and THE CLIENT.
 - (IX) "PROBATIONARY PERIOD"-The probationary period shall be the first seven days of the Initial Personnel provided or a substitute provided by the Consultant Company and there will be a probationary period of five working days each time there is a new Consultant or substitute placed by the Consultant Company.
 - (X) The above charges are exclusive of VAT where applicable



TERMS AND CONDITIONS OF CONTRACT

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The following terms and conditions apply to this Contract for the provision of personnel.

1. COST AND PAYMENT

(A) In consideration of THE EMPLOYMENT BUSINESS providing THE PERSONNEL THE CLIENT will pay THE EMPLOYMENT BUSINESS's charges in Sterling at THE EMPLOYMENT BUSINESS's offices in Staffordshire or as THE EMPLOYMENT BUSINESS may direct. Payment shall be due and made monthly in arrears not later than 28 days after the date of the invoice. Interest will be paid on all overdue payments at four per cent per annum over the base rate for the time being at HSBC from the due date to the date of payment.

Weekly time sheets completed by the Initial Personnel provided or a substitute provided must be signed by a representative of THE CLIENT and will be conclusive as to the number of hours worked and to the satisfaction of work performed under THE EMPLOYMENT BUSINESS standard terms and conditions.

All expenses incurred by THE PERSONNEL on behalf of THE CLIENT will be reimbursed directly to THE PERSONNEL by THE CLIENT. Should THE EMPLOYMENT BUSINESS be requested to administer any expenses on behalf of THE CLIENT a 7% administration fee will be charged to THE CLIENT.

2. PERFORMANCE

THE PERSONNEL will perform duties as outlined by THE CLIENT. Upon failure to carry out the duties to an acceptable level THE CLIENT may terminate this agreement forthwith however THE EMPLOYMENT BUSINESS will not be liable for any delay in the provision of THE PERSONNEL by any act or default by THE CLIENT or any other reason beyond THE EMPLOYMENT BUSINESS's control. If delays (howsoever caused) shall amount in total to more than 30 days THE EMPLOYMENT BUSINESS shall have the option at any time thereafter of terminating this Contract by giving THE CLIENT five working days notice in writing and no claim for damages shall result from such termination.

3. PERSONNEL

(A) The receipt of a CV shall constitute an Introduction. Should THE CLIENT during the course of the hiring process or within one year from its completion (Howsoever caused) solicit or attempt to procure the employment of or employ any of THE PERSONNEL or shall introduce any such personnel to any third party who shall within such period employ such personnel (whether as consultant or as an employee) on either a temporary or permanent basis THE CLIENT shall pay THE EMPLOYMENT BUSINESS as agreed and liquidated damages a sum equal to the amount due for such personnel for a period of three months at the contract rate specified at the introduction stage.

(B) THE CLIENT may terminate this contract forthwith by notifying THE EMPLOYMENT BUSINESS in writing if during the initial five working day probationary period it is deemed THE PERSONNEL cannot provide the technical skills necessary to fulfil the task:

(C) If THE CLIENT notifies THE EMPLOYMENT BUSINESS in writing that it is dissatisfied with the performance of THE PERSONNEL and specifies its reason for dissatisfaction, and if such dissatisfaction shall in all the circumstances be reasonable THE EMPLOYMENT BUSINESS shall within a period of five working days withdraw such personnel and supply appropriately qualified replacement personnel.





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(D) If THE PERSONNEL is withdrawn by THE EMPLOYMENT BUSINESS or leaves its service THE EMPLOYMENT BUSINESS shall within a period of 20 days replace such a person with a person of the same or equivalent qualifications skill and expertise.

(E) If THE EMPLOYMENT BUSINESS shall for any reason not supply replacement personnel in accordance with sub-paragraphs (B) and (C) either party may terminate this Contract by giving written notice to the other and no claim for damages or loss shall result by reason of such termination.

(F) THE CLIENT will be responsible for and shall indemnify THE EMPLOYMENT BUSINESS against any injury to or death of any of Personnel arising out of any act or omission of THE CLIENT, its employees or agents including but without prejudice to the generality of the foregoing any claims made by the Disability Discrimination Legislation.

(G) THE CLIENT shall provide a working environment that conforms to current Health & Safety standards.

(H) THE PERSONNEL shall be under the control and supervision of THE CLIENT who will provide free of charge all information, facilities and equipment necessary or required by THE PERSONNEL. THE PERSONNEL will adhere to all regulations of THE CLIENT in respect of its premises. Nothing shall be deemed to create a relationship of employer and employee.

(I) THE EMPLOYMENT BUSINESS shall not be liable to THE CLIENT for any loss, expense or damage arising from the negligent act or omission of THE PERSONNEL whilst acting under the control and supervision of THE CLIENT and THE CLIENT will indemnify THE EMPLOYMENT BUSINESS against any liability incurred by the actions of THE PERSONNEL.

(J) If THE PERSONNEL has opted out of the Conduct Regulations 2003 and THE CLIENT shall during the course of this Contract or within one year from its termination (Howsoever caused) solicit or attempt to procure the employment of or employ any of THE PERSONNEL or shall introduce any such personnel to any third party who shall within such period employ such personnel (whether as consultant or as an employee) on either a temporary or permanent basis THE CLIENT shall pay THE EMPLOYMENT BUSINESS as agreed and liquidated damages a sum equal to the amount due for such personnel for a period of three months at the contract rate specified.

4. PROFESSIONAL RIGHTS

All trade and professional secrets of THE EMPLOYMENT BUSINESS and THE CLIENT shall remain the sole property of either THE EMPLOYMENT BUSINESS or THE CLIENT as the case may be and neither THE EMPLOYMENT BUSINESS nor THE CLIENT will disclose any confidential information concerning these to any third party.

5. TERMINATION

THE EMPLOYMENT BUSINESS may suspend or at its option terminate this Contract by giving THE CLIENT seven days written notice if any payment due shall be in arrears for 28 days or more or if THE CLIENT shall commit a breach of its obligations hereunder or if THE CLIENT shall become insolvent or commit any act of bankruptcy or have a petition presented or a resolution passed for its winding-up or if a





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Receiver or Provisional Liquidator be appointed in respect of the whole or any part of its undertaking and such suspension or termination shall be without prejudice to any rights THE EMPLOYMENT BUSINESS may have in respect of any claim breach or failure hereunder.

6. GENERAL

These terms are governed by English Law and are subject to the exclusive jurisdiction of the English Courts.

SIGNED & ACCEPTED

BY THE CLIENT

BY THE EMPLOYMENT BUSINESS

(CLIENT NAME)

IT NETWORK GROUP

NAME

NAME

POSITION

POSITION

DATE

DATE

