

This agreement is hereby made

BETWEEN iNTECH Recruitment Ltd

of The Mansion House
Wrest Park
Silsoe
Bedfordshire
MK45 4HS

hereinafter referred to as "the Company" of the one part

AND (Insert Ltd Company Name)

of (Ltd Company address)
.....
.....
.....

hereinafter referred to as "the Subcontractor" of the other part

WHEREAS

- A. The Company requires the services of duly qualified and experienced personnel for its clients
- B. The Subcontractor is able to provide the services of such personnel

In the absence of any written response in relation to this contract from you within 7 days of the schedule agreement start date, We assume that by continuing to contract with us and in the absence of any other terms you agree to these terms & conditions and we therefore do not propose to contact you about this again.

IT IS HEREBY AGREED as follows:

1. For the Agreement Period specified in the Schedule hereto the Subcontractor will provide Authorised Personnel to perform Technical or Construction Blue or White collar engineering services (the Services) for the Company or as it shall direct. Subject to the parties obligations to perform as set out in this agreement and the Schedule hereto there is no obligation on the Company to offer the Subcontractor further work and/or no such obligation on the Subcontractor to accept it.
2. Authorised Personnel means those persons:
 - A. whom the Subcontractor warrants are qualified and suitable for the performance of the Services;
 - B. whom the Company has approved in writing.
3. The Subcontractor undertakes to procure the Authorised Personnel:
 - A. to perform the Services at the location of the Company's client specified in the Schedule hereto, or for such other client or location wherever situate as may be agreed by all parties;
 - B. to devote such of their time attention skill and ability to the performance of the Services which may be necessary for the proper performance of the Services under the day to day management of the Company's clients and in accordance with their normal attendance and other rules, including those in relation to Health and Safety.
4. The Subcontractor undertakes that its Authorised Personnel will not during the currency of this Agreement perform Technical or Construction Blue or White collar engineering services for or on behalf of any other person firm or company, without the Company's prior written consent.
5. Fees which are due and payable shall be paid by the Company to the Subcontractor at the rate specified in the Schedule hereto. Under no circumstances will any fees be payable until the signed Agreement, complete with appropriate proof of identity (Certificate of Incorporation, VAT Certificate, Passport, NI etc.), has been returned to the Company. The Company will not be liable to pay any invoices received more than 3 months from the start date of the period that the invoice covers. Fees are not due or payable unless and until the Subcontractor has rendered to the Company an invoice in accordance with the following provisions:
 - A. invoices will be supported by duly authorised timesheets;
 - B. the Company shall pay within fourteen days of receipt of invoices and timesheets; in the event of the date of receipt of an invoice being greater than five weeks after the date that the work for the period covered commenced, the Company reserves the right to delay payment of the invoice until twenty-eight days after the date of receipt of the invoice.
 - C. the timesheet will be on a form supplied to the Subcontractor by the Company and signed by the Authorised Personnel and countersigned by the client, at whose location the Services are rendered by the Subcontractor under this Agreement.

Save as required by law, the Company will pay all fees without deduction of any kind. In the event that the Subcontractor fails to submit a timesheet for work that has been done, the Company shall be entitled to recover from the Subcontractor the commission that the Company would have earned from its client if the timesheet had been submitted.

6.
 - A. Subject to sub-clause B below, this Contract will continue in force for the whole of the Agreement Period.
 - B. The Contract may be terminated by the Company:
 - Without notice, in the event of;
 - (i) any breach by the Subcontractor of any of the provisions of this Contract;
 - (ii) the client, at whose location the Services are being performed under this Agreement terminating its Contract with the Company for any reason including, but not restricted to, the technical incompetence, unsuitability, or unprofessional conduct of the Authorised Personnel;
 - (iii) the client, at whose location the Services are being performed under this Agreement being declared bankrupt or filing for bankruptcy or entering into voluntary liquidation or involuntary liquidation or becoming insolvent or commencing to be wound up or to have a receiver appointed or to conduct business under a receiver;
 - At any time, by giving the Subcontractor the period of notice specified in the Schedule.

C. 1 week

In the event that the Subcontractor fails to give the Company the period of notice specified in the Schedule, the Company shall be entitled to recover from the Subcontractor the commission that the Company would have earned from its client if the Subcontractor had worked the notice period, and any other costs incurred as a result of this failure by the Subcontractor to adhere to the terms of the notice period.

7. The Subcontractor undertakes that during the Agreement Period (including any agreed extension thereof) and for the period of six months after termination of the Agreement (or any extension thereof) it will not enter or seek to enter into any agreement with, or solicit or canvass any person or body related to, the Company's client at any time during the subsistence of this Agreement. Such undertaking relates to the supply of Technical or Construction Blue or White-collar engineering services in any capacity to the Company's client and also to any of that client's subsidiaries or parents or related companies. This may be varied only with the prior written consent of a Director of the Company.

Further the Subcontractor will procure that all or any of its personnel (employees, directors and shareholders, whether Authorised Personnel or not) will comply with the terms of this undertaking.

8. No variation of the terms of this Agreement shall be valid unless in writing and signed by an authorised representative of the Company and the Subcontractor.

9.

9.1 The Company and the Subcontractor acknowledge that the Subcontractor shall be responsible for payment of (i) Income Tax (whether assessed by PAYE or otherwise), National Insurance or any other sums incurred or assessed as a result of the performance of the Services, or this Contract, being deemed to constitute a relationship of employer and employee between the Company and the Subcontractor or between the Company and the Authorised Personnel; and (ii) any corporation tax assessed on the Subcontractor as a result of performance of the Services (together the "Subcontractor Liabilities"). For the avoidance of doubt, the Company is not responsible, nor will it pay, holiday pay to the Subcontractor under any circumstances.

9.2 The Subcontractor agrees further that it will indemnify and keep indemnified the Company from and against any Subcontractor Liabilities, and any cost, charge, expense, penalty or fees incurred in connection therewith.

9.3 The Subcontractor agrees further that the Company shall be entitled to (i) set-off the amount of any Subcontractor Liabilities assessed on or payable by the Company against any Fees due or becoming due to the Subcontractor under this Contract or any other contract between the Company and the Subcontractor; and (ii) reduce any Fees payable in the future by the amount of any Subcontractor Liabilities expected to be assessed thereon.

10. The Subcontractor hereby agrees to be responsible for ensuring that all requirements of the Working Time Regulations 1998 and any subsequent amendments or enhancements are adhered to, and that the Company and the Client will not be held responsible for any failure of the Subcontractor to adhere to these regulations.

11. The Subcontractor has chosen to "opt out" of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

12. In the event that legislation is introduced to the effect that the Company or the Client is liable to account for employers National Insurance in respect of the fees which are due then the fees which are due shall be reduced to such amount as with the addition of employers National Insurance at the rates then in force equates to the fees due as originally set out in this document.

13. It is strongly recommended that the Subcontractor should ensure that it has adequate Professional Indemnity insurance with a reputable insurer.