

## Standard Terms and Conditions

This document, together with a letter of appointment (a copy of which is annexed), forms the terms and conditions of an agreement between Walker-Cox and a company ("the Employer") for the provision of the services of a Contractor.

### 1. Definitions

- 1.1 The Client - the party commissioning the hire of Walker-Cox services.
- 1.2 Associated company - any subsidiary or holding company of Walker-Cox or the Client or any other client (as applicable) or any subsidiary of such holding company.
- 1.3 The singular includes the plural and the masculine includes the feminine where the context permits.

### 2. Employer's responsibility

- 2.1 The employer is entitled to the services of the assigned Contractor
- 2.2 The Employer agrees to observe the terms of this Agreement and ensure such observance by its staff.
- 2.3 The Employer undertakes with Walker-Cox to ensure that its staff will:
  - 2.3.1 Undertake work in line with the services specified in the letter of appointment. If necessary assistance will be provided by the Employer in order to fulfil the services contracted for.
  - 2.3.2 Operate within the levels of skill and competence for which his services have been engaged and, in matters such as documentation and methodologies, use the standards required by Walker-Cox and the Client.

- 2.3.3 Work such hours as are requested which, if unspecified, shall be the normal working hours required of Client staff performing similar functions.
- 2.3.4 Notify Walker-Cox / the Client, a reasonable period in advance except in cases of emergency, of any potential situation where, for whatever reason, there may be a deviation from a notified work schedule.
- 2.3.5 Observe any rules regarding dress, behaviour and health and safety applicable to Client staff.
- 2.3.6 Submit written reports on request in such manner as may be specified.
- 2.3.7 Sign the Official Secrets Act or any other such Confidentiality Agreement if required to do so.
- 2.4 The Employer agrees to offer to replace the Contractor with one of equal competence should the named Contractor, for whatever reason, not be available, or where the named Contractor proves unsatisfactory. Walker-Cox may at its absolute discretion accept or reject such substitute.
- 2.5 The Employer is responsible for the payment to the appropriate authorities of taxes on income and for national insurance and social security contributions in respect of the Contractor and, if applicable, for registration for and payment of Value Added Tax.
- 2.6 The Employer will indemnify Walker-Cox and (where applicable) the Client and hold Walker-Cox and (where applicable) the Client harmless from and against all costs, claims, actions, demands and liabilities arising directly or indirectly from any breach by the Employer of its obligations under clause 2.5.



### 3. Invoicing

- 3.1 All invoices rendered by the Employer must, where appropriate, be proper VAT invoices and must show the dates worked during the relevant invoicing period, the total time spent on the contract and the total fee due to the Employer, together with the Employer's company and VAT registration numbers. Any authorised expenses claimable by the Employer must be shown on the relevant invoice and receipts must be submitted with the invoice in support of each such claim.
- 3.2 In the event that Walker-Cox is not paid by the Client, as a result of unsatisfactory performance by the Contractor, Walker-Cox reserves the right to withhold and/or reclaim payment of all or part of the appropriate invoice(s) from the Employer until payment has been received from the Client.

### 4. Period of agreement

The period of this agreement shall be the period specified in the letter of appointment, subject to the provisions of clause 8 and the Employer shall instruct and ensure the Contractor to report to the agreed location on the first day of the contract at such time as may be specified.

### 5. Travel requested by Walker-Cox or the Client

- 5.1 The Employer will ensure that the Contractor will travel to such places (whether in or outside the United Kingdom) and in such manner and on such occasions as may from time to time be required.
- 5.2 The Employer will be reimbursed for all reasonable expenses associated with such travel requested and approved by the Walker-Cox or the Client which are properly incurred by it or by the Contractor in or about the performance of the duties of the Contractor and for which receipts are submitted.
- 5.3 The Employer will be responsible for ensuring that its or the Contractor's insurance policy permits the use of the

Contractor's own car for business purposes.

### 6. Confidentiality

- 6.1 The Employer shall not, and shall ensure that the Contractor will not at any time during or after the period of this Agreement divulge or use any confidential information concerning the business or interests of Walker-Cox or the Client or of any of their respective customers, subsidiary or associated companies, except in the proper execution of the Employer's and Contractor's duties or as authorised in writing or as ordered by a court of competent jurisdiction.
- 6.2 All documentation and other property belonging to Walker-Cox or the Client must be returned by the Employer upon termination of this Agreement and the Employer shall not, and shall ensure that the Contractor will not retain any copies. Copyright in any material produced by the Employer or the Contractor shall vest absolutely in the Client or Walker-Cox.

### 7. Termination

Walker-Cox may terminate this Agreement by giving one month's notice in writing to the Employer. Alternatively, Walker-Cox may terminate this Agreement immediately by notice in writing to the Employer without prejudice to the rights of either party then accrued if:

- 7.1 The Employer shall cease to be entitled to the services of the Contractor and no replacement is appointed in accordance with clause 2.4; or
- 7.2 The Agreement between Walker-Cox and the Client in respect of which the services of the Contractor are required, is terminated for any reason; or
- 7.3 The conduct or standard of work of the Contractor ensured by the Employer is found by Walker-Cox in its sole discretion to be unsatisfactory; or
- 7.4 The Employer is in breach of any of its obligations contained in this Agreement; or

- 7.5 There is any material change in the ownership, management or control of the Employer; or
- 7.6 The Contractor is unable to continue on medical grounds; or
- 7.7 The Employer ceases or threatens to cease to carry on business or any resolution is passed or petition is presented for the winding-up of the Employer or the making of an administration order in respect of the Employer or an administrator, receiver, administrative receiver or manager is appointed in respect of the Employer or any of its assets.

## 8. Period following termination

The Employer agrees for the period of this Agreement and for a period of twelve months after termination that it shall not, and that it shall ensure that no Contractor made available pursuant to this Agreement will:

- 8.1 approach on his or its own account or for any other person, firm or company any Client to whom the Contractor or the Employer has been introduced by Walker-Cox or any associated company of such Client, with a view to supplying that Client or associated company with the services of the Contractor or those of other staff;
- 8.2 solicit, interfere with or endeavour to entice away from Walker-Cox any person who is employed by Walker-Cox or (if employment has terminated) was so employed at the time of such termination whether or not any such person would commit a breach of his contract of employment by reason of leaving such employment.

## 9. Law

This agreement is governed in all respects by the laws of England.

## 10. General

- 10.1 The Employer does not have the right to hold itself or the Contractor out, and will not permit the Contractor to hold himself out, as being an authorised agent or representative of the Client or of Walker-Cox other than for the purposes of this Agreement and will have no authority to enter into any binding commitments on behalf of Walker-Cox or the Client unless specifically agreed.
- 10.2 No indulgence (whether express or implied) granted by Walker-Cox in respect of any breach of this Agreement by the Employer shall prevent Walker-Cox from acting upon any subsequent breach.
- 10.3 All notices required or permitted under this Agreement may be sent to the other party by first class mail to that party's last known place of business. Such notices shall be deemed to have been served upon delivery but in any event no later than the expiry of two days after posting.
- 10.4 The Employer is responsible for arranging insurance in respect of accident and illness in connection with contracts within the UK. If the Contractor is sent abroad as part of the contract, Walker-Cox will insure the Contractor for approved medical expenditure and personal belongings.
- 10.5 For overseas work, the Employer must obtain on behalf of the Contractor form E101 from the UK DHSS before commencing the contract. A copy of the E101 must be supplied to Walker-Cox's representative at the earliest opportunity to ensure that any National Insurance liability is correctly dealt with.