

GENERAL CONDITIONS OF PURCHASE

1. Definitions

APPROVED PERSONNEL: Any individual engaged/contracted by the Supplier and who has been approved by the Client to perform the Services.

ASSIGNMENT: Any period during which the Supplier's Services are supplied by Parkway to the Client whether under this Agreement or any other.

CLIENT: 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 Supplier.

CONDUCT REGULATIONS: The Conduct of Employment Agencies and Employment Businesses Regulations 2003.

NOMINATED SITE: Site address, given overleaf.

ORDER: These terms and conditions of purchase together with any provisions detailed overleaf.

PARKWAY: Parkway Engineering Services Limited.

SERVICES: Tasks, duties or services specified overleaf.

SUPPLIER: The limited company providing the services of its employees, agents, or representatives to the Client and introduced to the Client by Parkway.

2. Entire Agreement

These general conditions of purchase together with the provisions stated overleaf form an integral part of this Order and constitute the entire agreement between Parkway and the Supplier, superseding all previous communications or representations between the parties or conditions of trading which the Supplier may purport to impose.

3. Acknowledgements

a. The enclosed duplicate order must be signed by a director or officer of the Supplier company and returned to Parkway within 14 days of issue. Should the Supplier commence services without making such acknowledgement, it will be deemed to have accepted the Order on the terms and conditions contained herein.

b. Parkway agrees to act on the basis of Employment Business as defined by the Conduct Regulations and agrees to procure this temporary Assignment on behalf of the Supplier on this basis.

c. The Supplier (and its Approved Personnel) has 'opted-in' to the Conduct Regulations 2003.

4. Amendment

Either party may seek to vary any term of this agreement by serving on the other party written notice, specifying the proposed variation and the date when it shall take effect, (which date shall not be sooner than the period specified overleaf) and if the other party shall serve notice upon the first that it does not accept the variation, then the contract shall instead terminate on the variation date specified in the first notice.

5. Performance of Services

a. All Services shall be performed using reasonable care and skill and may only be carried out by Approved Personnel.

b. If Services are rejected and Parkway requires the Supplier to rectify defects, such corrective action shall be undertaken by the Supplier immediately and at its own expense.

c. Notwithstanding the Supplier's right to determine the methodology necessary to exercise its expertise and specialist knowledge in the accomplishment of the order, its Approved Personnel will, when on the Client's premises, endeavour to comply with all reasonable requests by the Client to conform to its procedures and standards or those of any of the Client's own clients and/or customers (including, where necessary, undertakings of confidentiality or secrecy).

d. The Supplier warrants that all Approved Personnel will have the necessary skills and training to perform the Services on behalf of the Client.

e. The Supplier acknowledges its obligations under relevant statutes and statutory instruments and will take all reasonable steps to safeguard the Approved Personnel's safety and that of any other person affected by the Approved Personnel's actions whilst performing the Services.

f. The Supplier agrees to procure that Approved Personnel will comply with any rules or obligations in force at the premises where the Services are being performed insofar as they are applicable to independent suppliers.

g. The Supplier agrees:

- (i) To notify Parkway if the Supplier becomes insolvent, dissolve or subject to a Winding up Petition;
- (ii) To comply with all the requirements of the VAT legislation and the Companies Act 1985 (as amended);
- (iii) To ensure all statutory requirements regarding Company reporting procedures are met and that the organisation is legally able to trade.

6. Fixed Price Limit of Liability

a. Time shall be of the essence in the execution of the order and Parkway shall be under no obligation to accept Services after the date stated overleaf. In no circumstances shall Parkway's obligations exceed the limit of liability stated on the order.

b. Parkway or the Client is under no obligation to offer work to the Supplier and the Supplier is under no obligation to accept any work that may be offered, save for the work agreed under this contract for services. No party wishes to create or imply any mutuality of obligation between themselves either in the course of or between any performance of the Services or during any notice period. Parkway is not obliged to pay the Supplier at any time when no work is available during this agreement.

7. Price and Payment

a. The price payable for Services as stated on the order is exclusive of VAT and is fixed for the duration of the order.

b. The Supplier shall be solely responsible for all costs incurred in connection with the fulfilment of the order including travel to and subsistence at the nominated site, unless otherwise agreed with Parkway in writing.

c. Interim invoices should be sent to Parkway's commercial office no more frequently than monthly. Payment will be made within ten working days of receipt provided that the invoice is correct and is accompanied by timesheets and/or, where required by the order, other evidence of completion of Services, duly signed by the Client's representative.

d. Without prejudice to any other remedies, Parkway may set off against and deduct from any sums due to or becoming due to the Supplier whether under this order or any other, any lawful counterclaim to which Parkway may be entitled.

e. Any claim for payment together with full documentary evidence and explanation thereof, must be submitted to Parkway by the Supplier within 60 days of termination. No payments will be made in respect of claims submitted after the expiry of this period.

f. The Supplier shall be liable for any PAYE, Income Tax, National Insurance Contributions and any other taxes and deductions arising from the provision of the Services and shall indemnify Parkway against any liability arising therefrom.

8. Supply of Personnel

a. Where personnel are provided by the Supplier for the purposes of executing the order, these shall at all times be deemed to be engaged by the Supplier, who shall be responsible for their tax and NIC payments and who

declares, for the sake of clarity, that there is no intention for these personnel to be deemed employees of either Parkway or the Client.

b. The Supplier shall not supply any Approved Personnel for whom it has not first obtained the Client's written approval and the Supplier shall forthwith inform Parkway in writing of the nomination of any Approved Personnel.

c. The Supplier must comply with its obligations under the Working Time Regulations and ensure that, where appropriate, 48-hour working week limit opt-outs have been signed by the Approved Personnel.

d. The Supplier shall ensure that Approved Personnel performing Services on the Client's premises comply with rules relating to health, safety and security.

e. Parkway shall permit the Supplier to suspend the provision of the Services at such times to be agreed with Parkway and the Client to permit the Approved Personnel to take holiday entitlement under the Working Time Regulations 1998. The Supplier accepts that it is solely responsible for all obligations to the Approved Personnel arising under the Working Time Regulations and further accepts that no payment will be made by either Parkway or the Client in respect of statutory sick pay, statutory maternity pay or any other benefit to the Supplier's employees or Approved Personnel.

9. Sub-Contract Assignment

Whilst the supplier has a right to deploy and substitute Approved Personnel to act on its behalf in the performance of the Services (subject to observance of clause 8b), no reassignment of the responsibilities contained in this order shall be permitted without Parkway's written agreement.

10. Property and Materials

a. The Supplier may utilise its own equipment, software and research literature and data in pursuance of its obligations under this order.

b. Whenever materials, plant, tools, drawings and equipment or data are provided by Parkway and/or the Client for the Supplier's use in connection with the execution of this order, these shall at all times remain the property of Parkway and/or the Client.

11. Proprietary Rights

The Supplier acknowledges and accepts that any intellectual property rights which the Approved Personnel create(s) while providing the Services to the Client, will belong solely to the Client and it (or the Approved Personnel as appropriate) will take any reasonable steps and execute any necessary documents to procure the assignment of such Intellectual Property Rights to the Client.

12. Confidentiality

a. All information and data provided to the Supplier by Parkway and/or the clients in connection with the performance of the order shall be treated as confidential by the Supplier and shall not be disclosed to any third party, nor be used or copied for any purpose other than the execution of the order.

b. The order itself shall be treated as confidential and no reference to its contents, including commercial terms, nor the names of Clients shall be made by the Supplier without Parkway's written permission.

13. Conflict of Interest

Whilst the Supplier may enter into trading relations with other companies contemporaneously to the execution of this Order, it undertakes immediately to advise Parkway of any conflict of interest arising from such arrangements concerning the deployed approved personnel which may affect Parkway and/or the Client.

14. Termination of Order

This Agreement shall terminate:

a. on the earlier of: (i) the end date specified overleaf (whether or not the maximum limit of liability has been attained); or (ii) the date when the limit of liability specified overleaf is attained;

b. Immediately in the event that a/ the Supplier, the Client or Parkway becomes bankrupt, insolvent, or the subject of a winding-up order; or b/ the Client withdraws from Parkway, for whatever reason (including the Supplier's or the Approved Personnel's unsuitability or their failure to comply with any request by the Client under clause 5c), its order for the Supplier's services;

c. If the Supplier or Parkway acts in breach of this agreement and fails to provide a satisfactory remedy within 14 days of a written request to do so by the other party.

15. Insurance

During the execution of the Order the Supplier will maintain adequate insurance for itself and its personnel, including Public and Employers' Liability, Professional Indemnity and Road Traffic cover, where required, and will provide documentary evidence of such policies to Parkway upon request.

16. Notices

Any written communication required to be given in accordance with these terms and conditions shall be deemed served if sent by pre-paid first class post, by hand, telex or facsimile sent to the Supplier's registered office, and shall be deemed served at the time when in the ordinary course of transmission it would reach its destination.

17. Law

The contents of this order shall be subject to and interpreted in accordance with the laws of England and Wales. Ltd T&C Opt In/Issue8/December 2007

Please disregard all previous issues.

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ORDER: These terms and conditions of purchase together with any provisions detailed overleaf.

PARKWAY: Parkway Engineering Services Limited.

RESTRICTED SERVICES: Any services which involve specialist skills which are substantially the same as those involved in the performance of the Services.

SERVICES: Tasks, duties or services specified overleaf.

SUPPLIER: The limited company providing the services of its employees, agents, or representatives to the Client and introduced to the Client by Parkway.

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b. Parkway agrees to act on the basis of Employment Business for the purposes of the Conduct Regulations and agrees to procure this temporary Assignment on behalf of the Supplier on this basis.

c. The Supplier and the Approved Personnel have given notice to Parkway that the Conduct Regulations should not apply to the supply of their services to the Client under this Agreement.

4. Amendment

Either party may seek to vary any term of this agreement by serving on the other party written notice, specifying the proposed variation and the date when it shall take effect, (which date shall not be sooner than the period specified overleaf) and if the other party shall serve notice upon the first that it does not accept the variation, then the contract shall instead terminate on the variation date specified in the first notice.

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b. immediately in the event that a/ the Supplier, the Client or Parkway becomes bankrupt, insolvent, or the subject of a winding-up order; or b/ the Client withdraws from Parkway, for whatever reason (including the Supplier's or the Approved Personnel's unsuitability or their failure to comply with any request by the Client under clause 5c), its order for the Supplier's services;

c. if the Supplier or Parkway acts in breach of this agreement and fails to provide a satisfactory remedy within 14 days of a written request to do so by the other party.

15. Contract Restrictions

The Supplier shall not for the period of six months immediately following the termination of this Assignment supply Restricted Services (or those of the Approved Personnel) directly, or through any other person, firm or company, to any Client for whom it has carried out an Assignment at any time during the previous six months (save in the case of supply through an employment business or recruitment consultancy with whom the Supplier was also registered at the date of commencement of the Assignment).

16. Insurance

During the execution of the Order the Supplier will maintain adequate insurance for itself and its personnel, including Public and Employers' Liability, Professional Indemnity and Road Traffic cover, where required, and will provide documentary evidence of such policies to Parkway upon request.

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Please disregard all previous issues.