

TERMS OF ENGAGEMENT

1. Definitions

ASSIGNMENT: The period during which the Contractor is supplied to render services to the Client.

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 Contractor.

CONTRACTOR: The addressee of this document, as specified overleaf.

PARKWAY: Parkway Engineering Services Ltd (an Employment Business with in the meaning given to it by the Employment Agencies Act 1973 as amended).

Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

The headings contained in these terms are for convenience only and do not affect their interpretation.

2. The Contract

a. These terms constitute a contract for services between Parkway and the Contractor for the duration of the Assignment. Parkway and the Contractor agree that save during an Assignment there is not nor has there been hitherto nor will there be subsequently any obligation on the part of Parkway to provide work to the Contractor nor has there been nor will there be any obligation on the part of the Contractor to accept work.

b. For the avoidance of doubt, these terms shall not give rise to a contract of employment between Parkway and the Contractor. Parkway agrees to procure temporary Assignments on behalf of the Contractor on the basis that the Contractor is engaged as a self-employed worker, although Parkway is required to make statutory deductions from his remuneration in accordance with clause 3a.

c. No variation or alteration of these terms shall be valid unless approved by a director of Parkway in writing.

3. Remuneration

a. Parkway shall pay the Contractor at the rate indicated overleaf for each hour worked on the Assignment, to be paid monthly in arrears unless otherwise specified. This gross sum will be subject to deductions in respect of PAYE Class 1/National Insurance Contributions and Income Tax pursuant to S44 Income Tax (Earnings and Pensions) Act 2003 and any other deductions which Parkway may be required by law to make.

In the event that legislation affects the level of contributions necessary by law (including employer's National Insurance contributions) during the course of this contract, the rate stated overleaf will be adjusted accordingly.

b. Unless specifically agreed to the contrary the Contractor is not entitled to payment for any time not spent working on the Assignment, except for statutory leave provisions as referred to below.

c. Parkway agrees not to withhold any payments due to the Contractor for any hours worked by the Contractor where payment for such hours has not been received from the Client.

d. The Temporary Worker may be eligible for Statutory Sick Pay (SSP) provided s/he meets the relevant statutory criteria. For the purposes of the SSP Scheme there is one Qualifying Day per week during the course of an Assignment, namely Wednesday.

4. Statutory Leave

a. The Contractor is entitled to five weeks paid leave per annum in total from 1 January to 31 December in each calendar year ("annual entitlement").

b. Leave is deemed to accrue over the year at the rate of 1/12th of annual entitlement on the first day of each month of the contract.

c. Where the amount of leave that has accrued in a particular case includes a fraction of a day other than a half day, the fraction shall be/have been treated for the purposes of this contract as a half day if less than ½ a day and as a whole day if more than a half day.

d. The Contractor is not entitled to pay in lieu of holidays, nor to carry forward entitlement from one calendar year to the next.

e. Where Assignments are for one year or less the amount of leave the Contractor is entitled to take at any one time is limited to the amount that the Contractor has accrued at that time.

f. Where the Contractor intends to take any statutory leave to which he is entitled he must notify Parkway in writing of the dates of intended absence. The amount of notice the Contractor is required to give to Parkway is at least twice the length of the period of leave the Contractor intends to take.

g. Unworked public holidays falling within the Assignment shall be deemed part of the Contractor's annual entitlement.

h. None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the Contractor's status as a self-employed worker.

5. Time Sheets

a. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week) the Contractor shall deliver to the Employment Business his time sheet duly

week (or such lesser period) and signed by an authorised representative of the Client. If the Contractor fails to submit properly completed and verified timesheets as evidence of execution of the Assignment, Parkway shall carry out further enquires into the hours claimed by the Contractor. However, this may result in a delay to payment being made to the Contractor (but shall not delay payment for more than 21 days).

b. For the avoidance of doubt and for the purposes of the Working Time Regulations, the Contractor's working time shall only consist of those periods during which he is carrying out his activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises, lunch breaks and other rest breaks (whether at the Client's Premises, at the Contractor's home or otherwise) shall not count as part of the Contractor's working time for these purposes.

c. The Contractor may not work more than 48 hours (on average in any period of 17 weeks) without first agreeing with Parkway that Regulation 4 of the Working Regulations shall not apply to the Assignment.

6. Conduct of Assignments

6.1 The Contractor will:

a. Co-operate with the Client's staff and accept the direction, supervision and control of any responsible person in the Client's organisation;

b. Observe any relevant rules and regulations of the Client's establishment to which attention has been drawn or which the Contractor might reasonably be expected to ascertain;

c. Unless arrangements have been made to the contrary, conform to the normal hours of work in force at the Client's establishment;

d. Take all reasonable steps to safeguard his own safety and the safety of any other person who may be present or affected by his actions on the Assignment and comply with the Health and Safety policies of the Client;

e. Not engage in any conduct detrimental to the interests of the Client;

6.2 If the Contractor is unable for any reason to attend work during an Assignment he should inform Parkway by no later than 10.00am on the first day of absence to enable alternative arrangements to be made.

6.3 Confidentiality

a. All data contained within these terms and conditions shall be deemed to be private and confidential. Disclosure to or discussion with any third parties or the Client's employees of such data may result in termination of this contract.

b. During the course of each Assignment with the Client, the Contractor may have access to and be entrusted with information in respect of the affairs of the Client and Parkway, and their respective dealings and transactions all of which information must be kept confidential. The Contractor agrees that s/he will not, (except in the proper course of its duties) during or after the period of this Contract, divulge to any person whatever, or otherwise make use of any operational systems, trade secrets, intellectual property or any confidential information concerning the business of the Client or Parkway, or any of their respective dealings, transactions, or affairs with any of their clients, consultants, agents, customers or suppliers.

c. At the end of the term of this contract the Contractor undertakes to deliver to the Client or as directed by the Client all documents relating to the Assignment.

6.4 Intellectual Property

The Contractor acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by the Contractor for the Client during the Assignment shall belong to the Client. Accordingly the Contractor shall execute all such documents and do all such acts as the Client or Parkway shall from time to time require in order to give effect to the Client's rights pursuant to this clause.

7. Health and Safety

Parkway shall advise the Contractor of any Health and Safety information relevant to the Assignment as soon as this information is acquired by Parkway.

8. Termination

a. This Agreement shall terminate on the earlier of:

(i) the latest delivery date specified overleaf; or

(ii) the date when the limit of liability specified overleaf is reached.

b. Subject to clause 8(a), the Contractor or Parkway may terminate his contract/services by giving such written notice as specified overleaf.

c. In the case of technical unsuitability of the Contractor, Parkway may terminate the contract without notice during the first five working days of the Assignment.

d. In the event of a breach of the terms of the contract, Parkway may terminate the contract without notice.

9. Law

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

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Please disregard all previous versions.

completed to indicate the number of hours worked by him during the preceding