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**TERMS OF BUSINESS**

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**FOR THE SUPPLY OF LIMITED COMPANY CONTRACTORS  
(OPT OUT VERSION)  
January 2010**

## 1. DEFINITIONS

1.1. In these Terms of Business the following definitions apply:-

“Assignment” means the period during which the Contractor is supplied by NP to render services to the Client;

“Client” means the person, firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to whom the Contractor is introduced;

“Contractor” means the Limited Company introduced to the Client by NP and engaged by the Client to carry out an Assignment (and save where otherwise indicated, includes any officer, employee or representative thereof).

“Engagement” means the engagement, employment or use of the Contractor’s services or the services of any officer, employee or representative of the Contractor, directly by the Client or any third party or through any other employment business on a permanent or temporary basis whether under a contract of service or for services, or an agency, licence, franchise or partnership arrangement; or any other engagement;

“Introduction” means (i) the Client’s interview of an officer, employee, or representative of the Contractor, in person or by telephone, following the Client’s instruction to NP to supply a Contractor or (ii) the passing to the Client of information which identifies a Contractor; and which leads to an Engagement.

“NP” means Networking People (UK) Limited of 350 Euston Road, Regents Place, London NW1 3AX

“Remuneration” includes fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, and all other payments taxable, (and, where applicable, non-taxable) payable to or receivable by the Contractor for services rendered to or on behalf of the Client.

1.2 Unless the context otherwise requires, references to the singular include the plural.

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

## 2. THE CONTRACT

2.1. These Terms constitute the contract between NP and the Client for the supply of the Contractor’s services to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or engagement of a Contractor or the passing of any information about the Contractor to any third party following an Introduction.

2.2. These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of NP, these Terms prevail over any terms of business or purchase conditions put forward by the Client.

2.3. No variation or alternation to these Terms shall be valid unless the details of such variation are agreed between NP and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

### 3. CONFIRMATION OF ASSIGNMENTS

3.1. Prior to the commencement of the Assignment, or if this is not practical, upon commencement of the Assignment, NP will send to the Client written confirmation of the Assignment specifying the duration of the Assignment, the identity of the Contractor, the hourly or daily rate charged by NP together with such expenses as may have been agreed, any notice period to terminate the contract, the intervals at which invoices shall be rendered to the Client by NP and any other relevant information.

### 4. CHARGES

4.1. The Client agrees to pay the hourly or daily charges of NP as notified at the commencement of the Assignment and which may be varied from time to time during the Assignment. The charges are calculated according to the number of hours or days worked by the Contractor and comprise mainly the Contractor's hourly or daily rate but also include NP's commission calculated as a percentage of the Contractor's hourly or daily rate, and any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable. VAT, if applicable, is payable on the entirety of these charges.

4.2 The charges are invoiced to the Client on a weekly basis and are payable within 14 days. NP reserves the right to charge interest on any overdue amounts at the rate of 8% from the due date until the date of payment.

4.3 There are no rebates payable in respect of the charges of NP.

### 5. TIME SHEETS

5.1. At the end of each week of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than one week or is completed or finished before the end of a week [month]) the Client shall sign NP's time sheet verifying the number of hours or days worked by the Contractor during that week of the Assignment.

5.2. Signature of the time sheet by the Client is confirmation of the number of hours or days worked and constitutes acceptance that the Contractor's services have been provided for the hours or days indicated in accordance with these Terms. Failure to sign the time sheet does not affect the Client's obligation to pay the charges in respect of the hours or days worked.

### 6. PAYING THE CONTRACTOR

6.1 NP is responsible for paying the Contractor and for deducting any sums from this as may be required by law.

## 7. INTRODUCTION FEES

7.1. The direct engagement by a Client of a Contractor introduced and/or supplied by NPUK, or the introduction by the Client of a Contractor to any third party resulting in an Engagement renders the Client subject to the payment of an introduction fee calculated in accordance with the Fee Schedule set out below, provided that the engagement takes place within a period of 6 months from the termination of the Assignment under which the Contractor was last supplied, or if there was no Assignment, within 6 months of the introduction of the Contractor by NP. Where the Client fails to inform NP of the annual Remuneration, the introduction fee will be calculated by multiplying the hourly charge of NP for the Contractor's services by 300. No refund of the introduction fee will be paid in the event that the engagement subsequently terminates. VAT is payable in addition to any fee due.

Scale of First Year's Remuneration	% Fee
£0-£24,999	20%
£25,000-£39,999	25%
£40,000 plus	30%

## 8. LIABILITY

8.1. Whilst every effort is made by NP to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Contractors and to provide the same in accordance with the Assignment details provided by the Client, no liability is accepted by NP for any loss, expense, damage, costs or delay arising from the failure to provide a Contractor for all or part of the period of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Contractor or if the Contractor terminates the Assignment for any reason. For the avoidance of doubt, NP does not exclude liability for death or personal injury arising from its own negligence.

8.2. Contractors provided by NP to the Client are deemed to be under the direction and control of the Client for the duration of the Assignment. The Client will comply in all respects with all relevant statutes, by-laws and legal requirements including provision of adequate Public Liability insurance in respect of the Contractor. The Client shall indemnify NPUK against any costs, claims, damages and expenses incurred by NP as a result of any breach of these Terms by the Client.

8.3 The Client shall advise NP of any special health and safety matters about which NP is required to inform the Contractor and about any requirements imposed by law or by any professional body, which must be satisfied if the Contractor is to fill the Assignment. The Client will assist NP in complying with NP's duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by NP and the Client will not do anything to cause NP to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Contractor for more than 48 hours in any week, the Client must notify NP of this requirement before the commencement of that week.

8.4 The Client shall indemnify and keep indemnified NP against any costs, claims or liabilities incurred by NP arising out of any Assignment or arising out of any non-compliance with clauses 8.1 and 8.3 and/or as a result of any breach of these Terms by the Client.

**9. TERMINATION OF THE ASSIGNMENT**

9.1. The Client may terminate the Assignment by giving to NP [in writing] the period of notice specified in the written confirmation.

9.2. Notwithstanding the provisions of sub-clause 9.1 the Client may terminate the Assignment forthwith by notice in writing to NP where:

9.2.1. The Contractor is in wilful or persistent breach of its obligations;

9.2.2. The Client reasonably believes that the Contractor has not observed any condition of confidentiality applicable to the Contractor from time to time; or

9.2.3. For any reason the Contractor proves unsatisfactory to the Client.

9.3. may terminate an Assignment forthwith by notice in writing:

9.3.1. If the Client is in wilful or persistent breach of its obligations under these Terms; or

9.3.2. If the Client becomes bankrupt or has a receiving order or administrative order made against it or is put into liquidation (save for the purposes of solvent reconstruction or amalgamation).

**10. LAW**

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

\_\_\_\_\_ Signed on behalf of NP

\_\_\_\_\_ Signed on behalf of the Client

Date \_\_\_\_\_