

***CONDITIONS OF  
CONTRACT***

***FOR THE PROVISION  
OF CONSULTANCY  
SERVICES***

***FOR  
XXXXXX***



Appletree-Recruitment Ltd  
12, Leyfield,  
Albourne,  
West Sussex  
BN6 9DA  
United Kingdom



# Terms and Conditions for Engagement of Contractor Services

## INTERPRETATION

1.1 In these Conditions:

"CONSULTANT"	means xxxxxxxxxxxx (registered in England under number xxxxx as the provider of specialist consultancy services.
"COMPANY"	means [Appletree Recruitment Limited, 12 Leyfield, West Sussex, BN6 9DA ] (registered in [ England and Wales ] under number [4247517 ] who has engaged CONSULTANT to provide the services.
"CONSULTANT AFFILIATE"	shall mean and include xxxxxxxxxxxx and any company which for the time being is directly or indirectly controlled by xxxxxxxxxxxx.
"CONDITIONS"	means the standard terms and conditions of contract set out in this document and (unless the context otherwise requires) includes any CONSULTANT special terms and conditions agreed in writing
between	the CONSULTANT and the COMPANY.
"CONTRACT"	means the contract for the provision of specialist project and engineering, management consultancy services.
"EFFECTIVE DATE"	means the agreed date [xxxxxxxxxxxxxxxx] for the commencement of the services.
"PROGRAMME" from the schedule of work	means the time to complete the services effective date as defined in the contained within the contract.
"PRICE"	means the lump sum contract price for the services against the schedule defining the services contained within the contract, payable upon completion of those services.
"SERVICES or WORKS" described in the	means the Services or Works (if any) contract.
"SPECIFICATION"	includes any plans, drawings, data or other information relating to the services.
"WRITING"	includes letter, email, facsimile transmission and comparable means of communication.



# Terms and Conditions for Engagement of Contractor Services

## 1.0 AGREEMENT

This Agreement is made the *xxth* day of *xxxxxx*, between :-

- (1) Appletree Recruitment Ltd., a Company incorporated in England with Registered Number 4247517, whose registered office is at 22,Nightingale Road, Wendover, Buckinghamshire, HP22 6JX (the Company).
- (2) *xxxxx*, a Company incorporated in England with Registered Number *xxxx* whose registered office is at *xxxx xxxx xxxx xxxx* (the Consultant).
- (3) Mr *xxxx*, the Consultant's employee (the Representative), an approved person capable of carrying out the performance of the services under this Agreement.

The Consultant and the Representative have agreed with the Company the services to be provided and the fee to be charged for the provision of such services on the terms and conditions hereinafter contained.

## 2.0 THE CONSULTANT'S SERVICES

The Consultant shall provide the services of the Representative in the capacity of a *xxxx* at the offices of the Company's Client and / or at other locations as directed by the Client. The work shall be carried out to the required Client's standards and subject to acceptance by the Client and the Company. The Consultant shall be liable to the Company for any loss, claim, damage, cost or expense incurred by the Company, or arising otherwise in connection with any act, omission or neglect on the part of the Consultant and / or the Representative in executing such work.

## 3.0 VALIDITY OF AGREEMENT

This Agreement shall be valid as until terminated by either the Consultant or the Company as per Section 5.0.

## 4.0 INDEMNITIES AND INSURANCE

4.1 The CONSULTANT shall exercise all reasonable professional skill, care and judgement in the performance of the work, shall abide by the terms and conditions of this contract and shall use its best efforts to complete the works in a professional manner and in accordance with industry, engineering, construction and management practices and norms and latest proven state-of-the-art technologies. To the extent that the CONSULTANT produces defective work by virtue of a lack of professional skill, care and judgement exercised in accord with accepted industry, engineering, construction and management practices and norms and latest proven state-of-the-art technologies, the CONSULTANT will correct the defects at his own cost in his own time.

4.2 The CONSULTANT shall indemnify and hold COMPANY harmless against any/all claims, liabilities, costs, damages and expenses of every kind and nature with respect to:

- i) sickness, injury or death of any person employed directly or indirectly by the CONSULTANT any third party or any subcontractor
- ii) damage to or destruction of any property or equipment of the



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COMPANY or any third party any loss, claim or action brought against CONSULTANT by any third party, for any reason whatsoever in connection with this agreement

iii) Any failure whatsoever by the CONSULTANT to perform the works in any respect as prescribed by this agreement.

- 4.3 Neither COMPANY nor the CONSULTANT shall be liable to the other by way of indemnity or by reason of any breach of the Contract or of a statutory duty or by reason of tort (including but not limited to negligence) for any loss of profit, loss of use, loss of production, loss of contracts or for any financial or economic loss or for any indirect or consequential damage whatsoever that may be suffered by the other.
- 4.4 The parties to this Agreement do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement.
- 4.5 The CONSULTANT shall indemnify and hold harmless

## 4.0 TERMINATION

- (a) If the Consultant shall fail to proceed with any work allocated with that degree of technical and professional skill as was reasonably anticipated by the Company in agreeing the fee, then the Company may give notice to the Consultant terminating the use of the Consultant's services forthwith.
- (b) Subject as aforesaid, the Consultant or the Company may terminate the Agreement which relates to the Consultant's services by either giving to the other notice of termination of not less than **one week** in writing.



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## 5.0 WORKING SCHEDULE

The Consultant agrees that the Representative will work in accordance with the Company's regulations from time to time regarding working hours.

The Company's basic working hours are **eight hours** a day **five days** a week Monday to Friday. Refer to Client Office Regulations for details of working hours.

## 6.0 REMUNERATION

For the provision of services under this Agreement the Consultant will be entitled to a fee per hour of **£xxxx**, exclusive of V.A.T. Overtime is only to be paid upon a direct request of the Client to work overtime and upon timesheets signed by Client authorised signatory.

No payment of fees will be made during rest days, leave, public holidays on which work is not performed, sickness or any other period of absence.

- (a) The Consultant shall submit invoices **calendar monthly** together with Company authorised timesheets for the fees (calculated at the rates specified). Timesheets will be submitted weekly in accordance with Article 7.0. to APTR accounts. The Consultant shall abide by the Company's rules governing such payments at any time. Payment will be made within five working days after date of receipt of approved invoice.
- (b) Nothing contained within the terms of this Agreement shall give the Consultant the right to charge for services other than for work directed by the Company to the Consultant in writing.

## 7.0 WEEKLY TIMESHEETS

The Consultant shall complete the Company's timesheets and ensure they are signed off and authorised by the Client, before forwarding the signed white and yellow sheets to APTR accounts. Time sheets not signed by the client will be rejected.

## 8.0 EXPENSES

Normally, authorised expenses are payable by the Client directly. The Company will reimburse the Consultant for only those hotel, travelling and similar expenses incurred by the Consultant as shall have been previously approved in writing by the Client. All expense claims, with receipts, shall be properly made on the Company Expense Claim Form, which shall then be invoiced in accordance with Article 6.0 herein.

If the Consultant is registered for V.A.T., expenses shall be billed net of V.A.T.

## 9.0 TAXATION

The Consultant shall be solely liable for the collection and / or payment of all governmental taxes or assessments including without limitation National Insurance and other employee benefits arising from the employment of any person by the Consultant, Value Added Taxes or other taxes assessed against its income or net worth and shall hold the Company harmless therefrom.

The Consultant shall provide the Company with the documentation as detailed in Appendix B



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Failure to provide this information to the Company may necessitate the deduction of taxes by the Company in accordance with legislation requirements.

## **10.0 CONFIDENTIALITY**

The Consultant or Representative shall not divulge to third parties without written consent of the Company any information specific to the services performed under the Agreement.

## **11.0 SURVIVAL**

The obligations of the Consultant and the Representative imposed by Articles 1.0, 9.0 and 10.0 shall be continuing obligations and shall survive termination of the Agreement.

## **12.0 PUBLIC LIABILITY INSURANCE**

During the currency of this Agreement relating to the Consultant's services, the Consultant will arrange with its insurers for Public Liability Insurance.

## **13.0 ABSENCE (SICKNESS ABSENCE PROCEDURE)**

Where illness or accident prevents the Consultant's Representative from performing his duties, the Company must be notified as soon as possible, preferably by telephone, but confirmed in writing.

## **14.0 SAFETY POLICY**

The Consultant shall ensure that its Representative has read and will comply with the requirements of the Company's Corporate Safety Policy.

## **15.0 PROTECTIVE CLOTHING AND SAFETY EQUIPMENT**

The Consultant shall be responsible for ensuring that its Representative is provided with the necessary protective clothing and safety equipment required for working on site, such as the clothing and safety equipment itemised in Appendix A. The Company will not reimburse the Consultant for any costs associated with obtaining, maintaining or replacing the above clothing or equipment.

## **16.0 PROHIBITED DRUGS AND ALCOHOL ABUSE POLICY**

The Consultant shall be responsible for ensuring that its Representative is made aware of and agrees to comply with the requirements of the Company's Prohibited Drugs and Alcohol Abuse Policy.

## **17.0 USE OF MOTOR VEHICLES**

The Company shall not cause or permit the Consultant's Representative to use any motor vehicle for any business purpose in connection with work allocated to him, unless the Company has previously been satisfied that adequate third party insurance cover is in force in respect of such use. The Consultant will at all times keep the Company indemnified against any liability (whether in respect of any insured risk or otherwise) incurred by the Consultant or its Representative or arising otherwise in connection with the use by the Representative of any motor vehicle or any business purpose requested by the Company.

## **18.0 GOVERNING LAW AND JURISDICTION**



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18.1 The Agreement shall be construed and governed by the Laws of England.

18.2 The parties submit to the exclusive jurisdiction of the English Courts.

## 19.0 RELATIONSHIP BETWEEN THE PARTIES

Nothing herein contained shall constitute the relationship of Master and Servant or any partnership between the Company and (i) the Consultant, (ii) the Representative, (iii) other employees of the Consultant.

## 20.0 ACCEPTANCE

Signature of this Agreement signifies acceptance of the terms and conditions as contained herein.

Signed by .....  
for and on behalf of the Company:

.....

Name

Signed by .....  
for and on behalf of the Consultant:

.....

Name



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## APPENDIX A SCHEDULE OF DETAILS

- i) **Consultant's Representative:** Mr
- ii) **Consultant:** .....
- iii) **Nature of Services:**
  - Client:**
  - Address:**
  - Position:** .....
  - Commencement Date:**
  - Notice Period for Termination:** one calendar month
- iv) **Contract Fee Payable:** per hour against authorised timesheets
- v) **Agreed Disbursements:** None
- vi) **Invoicing Frequency:** Monthly
- vii) **Bank / Building Society Details:**
  - Bank:** .....
  - Branch:** .....
  - Account Name:** .....
  - Address:** .....
  - Sort Code:** .....-.....-.....
  - A/c Number:** .....

I hereby confirm the above details and agree that payments should be sent direct to the above account.  
I also confirm acceptance of Appletree Recruitment Ltd's Terms of Engagement for Contractors

**Signed:** .....

**Full Name:** .....

**Date:** .....

**Address:** .....

.....

**Post code:** .....

**Telephone:** .....

**Mobile:** .....

**Email:** .....



# Terms and Conditions for Engagement of Contractor Services



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## APPENDIX B CHECK LIST

### Limited Company Certification

Encls:

		For APTR Use Only	
	Certified Copy Attached	Reviewed By	Date
Certificate of Incorporation			
VAT registration certificate			
Certificate of Insurance			
CV s of staff / directors relating to this contract			
Letter stating compliance with Section 8, Immigration Act 1996 <sup>(ii)</sup>			

### Notes :

- i) Until above certification is provided to APTR, payment will not be made
- ii) Only applicable if any persons undertaking the works relating to this contract are non-UK / EU citizens (prior to 1<sup>st</sup> May 2004). The letter shall be signed by the Contractor / Consultant's Company Secretary.