





# NN1 PERSONNEL TERMS OF ENGAGEMENT OF LIMITED COMPANY CONTRACTORS FOR SUPPLY TO CLIENTS

Between

**NN1 Personnel Ltd**

of

Suite 58 Burlington House East Wing, 369 Wellingborough Road, Northampton, NN1 4EU

and \_\_\_\_\_ Limited (hereinafter called Contractor)

## 1. DEFINITIONS

1.1 In these Terms of Engagement (Terms) the following definitions apply:

"Assignment" means period during which Contractor is engaged by Company to render services to Client;

"Client" means person, firm or corporate body together with any subsidiary or associated company as defined by Companies Act 2006 requiring services of Contractor;

"Company" means NN1 Personnel Ltd,

"Contractor" means Limited Company engaged by Company to provide services of its Staff to Client;

"Staff" means employees, officers or representatives of Contractor;

"AWR" means the Agency Workers' Regulations 2010.

1.2 Unless context requires otherwise references to singular include plural and vice versa.

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

## 2. CONTRACT

2.1 These Terms constitute a contract for services between Company and Contractor upon being signed on behalf of Contractor and govern Assignments undertaken by Contractor with Client. However no contract shall exist between Company and Contractor between Assignments.

2.2 For avoidance of doubt these Terms shall not be construed as a contract between any individual, including any member of Staff, supplied or any representative of Contractor and any liabilities of an employer arising out of Assignment shall be liabilities of Contractor.

2.3 No variation or alteration to these Terms shall be valid unless approved in writing by a Director of Company.

2.4 The Contractor agrees to notify the Company in writing of its work history and/or the work history of the Staff for the 3 months period prior to the commencement of this contract and hereby warrants the accuracy of any such information

provided.

### **3. ASSIGNMENTS**

- 3.1 Company will endeavour to obtain suitable Assignments for Contractor to work in categories applied for. Contractor shall not be obliged to accept an Assignment offered by Company.
- 3.2 Contractor acknowledges the nature of temporary work means there may be periods when no suitable work is available and agrees: suitability shall be determined solely by Company; Company shall incur no liability to Contractor should it fail to offer opportunities to work in category applied for or in any other category; and no contract shall exist between Contractor and Company during periods when Contractor is not providing services on an Assignment.
- 3.3 Upon acceptance by Contractor of an Assignment, Company shall supply Contractor with assignment confirmation note specifying inter alia the duration or likely duration of Assignment, notice period, identity of Client, identity of Staff approved to carry out Assignment, rates payable by Company and such expenses as may be agreed, and any and all entitlements which the Contractor and/or the Staff has or may have pursuant to Regulations 5, 6, 12 and 13 of the AWR and any other relevant information.
- 3.4 Staff to carry out an Assignment shall be individually vetted and approved by Company.

### **4. TIME SHEETS**

- 4.1 At end of each calendar month or other agreed shorter period of Assignment Contractor shall deliver to Company by 10.00am on first working day of following period Company's time sheet duly completed to indicate number of hours during which the Contractor has provided services during preceding period signed by authorised Client representative. Time sheet must be accompanied by invoice from Contractor for amount due from Company to Contractor for services provided in the period. Such invoice should bear Contractor's name, company registration number, company registered office address, name or names of Staff carrying out Assignment, VAT number (if applicable), and should state any VAT due on invoice.
- 4.2 Company shall not be obliged to pay any fees to Contractor unless a signed time sheet and invoice have been properly submitted by Contractor in accordance with sub-clause 4.1 of these Terms.

### **5. FEES**

- 5.1 Subject to any rights or entitlements pursuant to the AWR, the Contractor will receive payment from Company for Assignment at rates calculated at the National Minimum Wage hourly rate or at any higher rate the Company reasonably expects to achieve for all hours worked. The actual rate will be notified on a per Assignment basis, for each hour worked during an Assignment (to the nearest quarter hour) to be paid in arrears at intervals notified when an Assignment is offered to the Contractor.
- 5.2 Subject to any prior written agreement by the parties to contrary, Contractor shall not be entitled to receive payment from either Company or Client for time not spent on Assignment whether in respect of holidays, illness or absence for any other reason.
- 5.3 All payments will be made to Contractor and Contractor shall be responsible for any PAYE Income Tax and National Insurance contributions and any other taxes and deductions payable in respect of its Staff for any Assignment.

### **6. LIABILITY**

- 6.1 Contractor shall be liable for any loss, damage or injury to any party resulting from negligent acts or omissions of its Staff during Assignment.
- 6.2 Contractor shall ensure provision of Public Liability Insurance (normally £1m minimum indemnity), statutory Employer's

Liability Insurance and any other suitable policies of insurance in respect of the Contractor and its Staff during Assignment and shall make copies of policies available to Company upon request.

## **7. CONTRACTOR'S OBLIGATIONS**

- 7.1 Contractor agrees on its own part and on behalf of its Staff as follows:
- 7.1.1 Not to engage in any conduct detrimental to interests of Company or Client which includes any conduct tending to bring Company or Client into disrepute or which results in loss of custom or business;
  - 7.1.2 To be present during the times or total number of hours during each day and/or week of Assignment as may be agreed with Company or Client;
  - 7.1.3 To take all reasonable steps to safeguard its own safety and safety of any other person affected by its actions on Assignment;
  - 7.1.4 To comply with all statutory obligations and codes of practice to which Contractor is subject in respect of its Staff including but not limited to Working Time Regulations 1998;
  - 7.1.5 To comply with any rules or obligations in force at premises where services are performed during Assignments to extent they are reasonably applicable;
  - 7.1.6 To co-operate with Client's staff and accept direction of any person in Client's organisation to whom it is required to report and comply with all reasonable and lawful instructions made by Client within scope of Assignment;
  - 7.1.7 To furnish Company with any progress reports as may be requested from time to time;
  - 7.1.8 Not to use telephone, fax or computer systems belonging to Client for personal gain or benefit;
  - 7.1.9 Not to sub-contract to any third party any services which it is required to perform under any Assignment without the prior written consent of the Company; and further to notify Company if any such proposed sub-contractor has not opted out of the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
  - 7.1.10 To notify Company forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition; and
  - 7.1.11 To comply with all requirements of VAT legislation and Companies Act 2006.

## **8. ACKNOWLEDGEMENT**

- 8.1 Contractor acknowledges all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by Contractor and its Staff for Client during Assignment shall belong to Client. Accordingly Contractor shall (and shall procure any relevant members of its Staff shall) execute all such documents and do all such acts as Company shall from time to time require in order to give effect to its rights pursuant to this clause.

## **9. COMPUTER EQUIPMENT WARRANTY**

- 9.1 Contractor shall ensure any computer equipment and associated software which it provides to its Staff for purpose of providing services contains anti-virus protection with latest released upgrade from time to time.

## **10. CONFIDENTIALITY**

- 10.1 In order to protect confidentiality and trade secrets of any Client and Company and without prejudice to every other duty to keep secret all information given to it or gained in confidence, Contractor agrees on its own part and on behalf of its Staff as follows:

- 10.1.1 Not at any time whether during or after an Assignment (unless expressly so authorised by Client or Company as necessary part of performance of its duties) to disclose to any person or to make use of any trade secrets or confidential information of the Client;
- 10.1.2 To deliver up to Client or Company (as directed) at end of each Assignment all documents and other materials belonging to Client (and all copies) which are in its possession including documents and other materials created by its Staff during Assignments;
- 10.1.3 Not at any time to make any copy, abstract, summary or précis of whole or any part of any document or other material belonging to Clients except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to Client or Company as appropriate;
- 10.1.4 Not at any time to remove from Client premises any items, information or materials belonging to Client except with express written permission of Client;
- 10.1.5 Not at any time to disclose to Client or induce Client to use any confidential information or materials belonging to others; and
- 10.1.6 To comply fully with all Client requirements relating to security including (but not limited to) confidential information belonging to Client, howsoever it be created or wheresoever it be.

## 11. **TERMINATION**

- 11.1 An Assignment may be terminated by Company or Contractor giving the other party notice as specified in assignment confirmation note.
- 11.2 Notwithstanding sub-clauses 11.1 and 11.5 of these Terms, where required by Client the Company may without notice and without liability instruct Contractor to cease work on an Assignment at any time, where:
  - 11.2.1 Contractor or any Staff has acted in breach of rules and regulations applicable to Client's own staff;
  - 11.2.2 Client reasonably believes Contractor or any Staff has not observed any condition of confidentiality applicable to Contractor from time to time;
  - 11.2.3 If for any reason Contractor or any Staff proves unsatisfactory to Client; or
  - 11.2.4 Contractor becomes insolvent, dissolved or subject to a winding up petition.
- 11.3 Failure by Contractor to give notice of termination as required in assignment confirmation note shall constitute breach of contract and shall entitle Company to claim damages from Contractor for any resulting loss suffered by Company.
- 11.4 If Staff are unable for any reason to work an Assignment Contractor should inform Company by no later than 10.00am on first day of absence to enable alternative arrangements to be made.
- 11.5 Contractor acknowledges continuation of Assignment is subject to and conditional upon continuation of contract entered into between Company and Client. If contract between Company and Client is terminated for any reason Assignment shall cease with immediate effect without liability to Contractor.

## 12. **RELATIONSHIP BETWEEN COMPANY AND CONTRACTOR**

- 12.1 Contractor acknowledges to Company that its services are supplied to the Company as an independent contractor and accordingly responsibility of complying with all statutory and legal requirements relating to its Staff (including payment of taxation) shall fall upon and be discharged wholly and exclusively by the Contractor. If any person should seek to establish any liability or obligation upon Company on grounds that Staff are employees of Company or have any other direct contractual relationship with the Company, the Contractor shall upon demand indemnify Company and keep it

indemnified in respect of any such liability or obligation and any related costs expenses or other losses which the Company shall incur.

**12.2 RESTRICTION**

13.1 Contractor shall not supply its services directly, or through any other person, firm or company, to any Client for which it has carried out Assignments at any time during previous six months save in the case of supply through an employment agency or consultancy with whom Contractor was also registered at date of commencement of last Assignment.

**14. MODIFICATION**

14.1 Whilst Company considers the various restrictions and obligations in these Terms to be reasonable in normal circumstances, if any one or more of such restrictions or obligations shall be judged to be void as going beyond what is reasonable in any particular circumstances for protection of legitimate business interests of Client or Company but would be valid if some part thereof were deleted or period or scope reduced, such restriction or obligation shall apply with such modification as may be necessary to make it valid and effective.

**15. NOTICES**

15.1 All notices required to be given hereunder shall be in writing and shall be sent to registered office from time to time of party upon whom notice is to be served. Any such notice may be delivered personally or by first class prepaid post or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting and if by facsimile transmission when dispatched.

**16. LAW**

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

Signed on behalf of Contractor  
by Director or authorised signatory ..... Date.....

Signed on behalf of **NN1 Personnel Ltd**..... Date.....