

STANDARD CONTRACT FOR PROVISION OF SERVICES

BETWEEN

VOLT EUROPE LIMITED

AND

THE WORKER

REF: VE/TCP/15.04.11/01

HEADINGS	CLAUSE(S)
Status of the Parties	1,2
Duration of the Contract	3
Entire Contract	4
Worker's Warranties	5,6
Fees and Expenses	7
Holiday Entitlement	8
Working Time Regulations	9
Absence	10
Termination	11
Indemnity	12
Intellectual Property	13
Waiver and Severability	14
Interpretation	15
Governing Law	16
Immigration Compliance	17
Data Protection	18
Headings	19
Notices	20
Conflict of Terms	21
Survival of Terms	22

This Contract (the "Contract") is made between

(1) The **Company**: Volt Europe Limited, registered in England and Wales under registration number 01739576, of Betchworth House, 57-65 Station Road, Redhill, Surrey, RH1 1DL (the "Company")

and

(2) the **Worker**: as defined in Schedule A.

WHEREAS

The Company requires the services of a duly qualified and experienced Worker to provide services on a temporary basis to the Company's Client and the Worker wishes to provide such services on the terms and conditions set out below and in the Schedules to this Contract and/or any documents incorporated into this Contract.

IT IS HEREBY AGREED AS FOLLOWS:

Status of the Parties

1. A. This Contract constitutes a contract for services between the Company, an Employment Business, and the Worker. The Worker is self employed although the Company is required to make statutory deductions from the Worker's remuneration earned hereunder (in accordance with clause 7A).

B. The Worker agrees that entry into this Contract and the performance of it and/or performance of the assignment with the Client shall not in any circumstances constitute an employment relationship between the Worker and the Company and/or the Worker and the Client. The Worker shall not have any right or claim whatsoever under this Contract to employee benefits or entitlements applicable within the Client's organisation or that of the Company, or any employee entitlements of any nature whatsoever.

2. The Worker shall not have any authority or power to enter into binding contracts on behalf of the Company or the Client. The Company shall have the right to assign the Services of the Worker to the Company's Client.

There shall be no mutuality of obligations existing between any of the parties involved in this Contract. The Company does not guarantee the Worker any ongoing or future work or services and the Worker is not obliged to accept future offers of work or services assignments.

Duration of Contract

3. A. The duration of this Contract ("the Contract Period") shall be as set out in Schedule A or the date that the Services detailed in Schedule A ("Services Description") have been completed (as confirmed in writing by the Company), whichever date is earliest and subject always to the termination provisions. The Worker shall provide and perform services (the "Services") in accordance with the terms and conditions of this Contract.

B. This Contract may be extended or renewed by the mutual consent of the parties by the issue of a new Schedule A. Other than as may be varied in Schedule A, the terms and conditions set out in this Contract shall apply to any extension or renewal.

Entire Contract

4. This Contract consists of these terms and conditions and the provisions contained and/or referred to in the Schedule(s) to this Contract. These supersede all previous agreements or representations, written or oral, with regard to the subject matter hereof. No variation of the terms of this Contract shall be valid unless made in writing and set out in Schedule A and signed by both a Director of the Company and the Worker.

Worker's Warranties

5. The Worker warrants:

(i) that information supplied to the Company in any Application Documents (as defined below) relating to the Worker is correct and accurate; and

(ii) that the Worker is suitably qualified, trained, skilled, able, experienced and authorised to perform the Services and this warranty shall be deemed to be breached if the Worker fails to have the experience, training, qualifications or authorisations required by law or by any professional body or considered necessary by the Client for the purposes of the Services; and the Worker shall, at the request of the Company, provide confirmation of the identity of the Worker and written references and cooperate in any checks in relation to experience, skills, training, ability, qualifications and authorisations relevant to the performance of the Services; and

(iii) that the Worker is not prevented by any other agreement or any restriction (including without limitation a restriction in favour of any agency, client or employer of either of them) from fulfilling in full its obligations under this Contract.

"Application Documents" means any application form, curriculum vitae or other written information provided by the Worker to the Company about the qualifications, skills, experience or general suitability of the Worker for performing the Services.

6. The Worker warrants and undertakes that he will provide the Services to meet the following work standards or requirements:

The Worker shall:

A. perform the Services for the Client at the Client's site or premises designated by the Client or at a location designated by the Company in writing;

B. devote such of the Worker's time, attention, care, skill and ability to the performance of the Services which may be necessary for the Services to meet the requirements of the Client and the Company; and co-operate with the Client's reasonable instructions relating to the method of performance and quality of the Worker's Services and perform all Services expected or required of the Worker in a competent and professional manner and in accordance with all plans, specifications, criteria and requirements furnished to the Worker and in accordance with best industry practice and to the satisfaction of the Company and the Client;

C. observe any relevant rules and regulations of the Client's establishment (including normal hours of work if applicable) to which the Worker's attention has been drawn or which the Worker might reasonably be expected to ascertain; comply with such of the Client's requirements relating to health and safety, security and intellectual property rights as are applicable to independent contractors working at the Client's premises or any other premises upon which the Services are performed or visitors of the Client, and any other legislative

requirements which may be binding on the Client and, if required to do so by the Client or the Company, will sign any undertakings to the Client in relation to these matters;

D. preserve the confidentiality of the affairs of the Company and the Client, hold on trust and not divulge any trade secret or confidential information concerning the Company, the Client and the Client's business which is within or may come to the Worker's knowledge and/or the knowledge of the Worker during or in connection with the provision of the Services or performance of this Contract; and the Worker shall promptly disclose to the Client any idea, method, invention, discovery, design, concept or other work made or created by the Worker in connection with this Contract or relating to the provision of the Services; such disclosure shall be by means of a full and clear description of the relevant information, to be given by the Worker to the Client;

E. not engage in any conduct detrimental to the interests of the Client or the Company; take all reasonable steps to safeguard the Worker's own health and safety and that of any person who may be present or be affected by the actions of the Worker;

F. comply with the Client's IT and system security policies and protocols when accessing or using the Client's system, which it may only do with the consent of the Client;

G. take all precautions in accordance with best industry practice to avoid introducing any viruses into the Client's System or otherwise corrupting the Client's (or any of its clients') data;

H. comply with any codes of practice, regulations, standards, licensing and registration requirements applicable to the Services provided by the Worker;

I. submit all interim and final deliverables and work products and reports associated with the Services to the Company or the Client, as requested by the Company or the Client, for approval or rejection;

J. comply with all legal requirements relating to the provision of the Worker's Services and performance of this Contract and relating to the Worker's status as an independent contractor.

Fees and expenses

7. A. In consideration of the provision of Services to meet the requirements of this Contract, the Company shall pay the Worker fees or remuneration ("Fees") as set out in Schedule A and in compliance with legislation ("Standard Rate"). The Standard Rate will be calculated to the nearest quarter hour (if appropriate) and is to be paid in arrears at intervals as set out in Schedule A, subject to deductions being made by the Company in respect of PAYE pursuant to Sections 44 and 45 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions and any other deductions which the Company may be required to make. The Standard Rate is confidential and may not be discussed with other persons. Fees are not due until the Worker has provided Services in accordance with the requirements of this Contract and the Worker shall also render to the Company a valid Timecard in accordance with the following requirements:

(i) The Timecard must be in a form acceptable to the Company (or otherwise agreed between the parties). Each Timecard must be completed and signed by the Worker to indicate the actual time worked and each Timecard must be approved and signed by an authorised representative of the Client. Failure to submit a Timecard for time worked by the Worker may delay payment in accordance with clause 7B.

(ii) The Worker shall observe the instructions contained within the 'Welcome Pack' document supplied with this Contract or otherwise

notified by the Company. These procedures may be amended by the Company from time to time, in which event a copy of the amended document will be provided to the Worker, and the Worker shall comply with the revised procedures.

(iii) Subject to any statutory entitlements (in particular the entitlements detailed in clause 8), the Worker is not entitled to claim or receive payment from the Company or Client for time not actually spent providing Services on an assignment with the Client, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed in writing.

B. In the event that a Timecard is not rendered in accordance with the requirements of clause 7A, then the Company may delay payment while it makes reasonable enquiries to confirm the hours worked by the Worker. The Company may also recover from the Worker any fees which the Client may refuse or fail to pay to the Company or which the Company may be required to refund or return to the Client as a result of the Worker's failure to comply with Clause 7A.

C. For the avoidance of doubt and for the purposes of the Working Time Regulations 1998 ("the Working Time Regulations"), the Worker's working time shall only consist of those periods during which the Worker is carrying out his activities or duties providing services on assignment with the Client. Time spent travelling to the Client's premises and lunch breaks shall not count as part of the Worker's working time for these purposes.

D. Payment shall be due only for work performed in accordance with the provisions of this Contract.

E. Unless otherwise agreed in writing by the Company and the Client the Worker shall not be entitled to claim any expenses incurred in connection with performance of the Services and such expenses shall be deemed to be included in the Standard Rate.

F. The Company reserves the right to claim damages from the Worker upon termination of this Contract or during the Contract Period in the event that the Client makes or seeks to make any claim against the Company as a result of any of the matters referred to in Clause 6 or in the event that the Worker is in breach of any of his duties or obligations under this Contract. In addition the Company shall be entitled to set off against any sum owing to the Worker and /or to deduct from payments of Fees and expenses otherwise due to the Worker under this Contract, any overpayment of Fees and expenses and any sum which the Worker may be or become liable to pay to the Company under or in connection with this Contract.

G. The Company undertakes that it will pay the Worker in respect of work done by him regardless of whether the Company is paid by the Client. However, the Company reserves the right to withhold pay for a reasonable period to verify the hours worked by the Worker should this be necessary in accordance with clause 7B.

H. The parties recognise that submitting false Timecards is a criminal offence and the Worker indemnifies the Company against any loss which it may incur as a result of such false Timecards.

Holiday entitlement

8. A. Under the Working Time Regulations 1998, the Worker is entitled to 28 days paid holiday leave per year (divisible pro rata in proportion to the amount of time worked continuously on assignment with the Client during the relevant year).

B. For the purposes of calculating entitlement to paid annual leave pursuant to the Working Time Regulations under this Contract the leave (holiday) year commences on the date the Worker begins the assignment with the Client and in subsequent years on the 1st January.

C. The Worker's holiday entitlement would normally be equivalent to 28 days in each complete holiday year, inclusive of public holidays. This holiday entitlement will be divided pro rata to the period of services provision on assignment to the Client under this Contract. This holiday leave shall be taken at a time or times agreed with the Company Representative and the Client's representative to whom the Worker is assigned within the Client's organisation ("Client Representative"). Unless otherwise agreed by the Company, no unused holiday may be carried forward from one holiday year to the next. The Company shall not pay the Worker for accrued holiday not taken, except on termination of this Contract.

D. Upon termination of this Contract, the Worker's holiday entitlement for that year shall be paid in direct proportion to the time worked in that year. The Worker shall be paid salary in lieu of any holiday entitlement outstanding or, as the case may be, the Worker shall repay to the Company an amount in respect of any holiday periods taken in excess of the Worker's holiday entitlement for that year.

E. Calculation of the Worker's holiday pay shall be on the basis of a week's pay for each week of leave (pro rated where necessary) and a week's pay shall be based on the Worker's average weekly remuneration over the 12 weeks completed prior to commencement of holiday leave. The Worker's normal Standard Rate of remuneration as detailed in this Contract shall be used for the purpose of calculating the Worker's average weekly earnings. Payments will be calculated on the basis of rates paid during the Client's normal working hours (where applicable) and will not take into account overtime rates of pay.

F. The period of notice to be given to the Company Representative and the Client Representative of the Worker's intention to take holiday must be twice the length of the period of holiday the Worker wishes to take. Where the Worker wishes to take any leave to which he is entitled the Worker must notify the Company Representative and Client Representative in writing of the dates of the intended absence. The Company will then inform the Worker in writing if the Worker's holiday request is agreed. The Worker may not take more than two weeks' holiday in any one month period. Where a public holiday falls during an assignment with the Client and the Worker does not work on that day, the public holiday shall only count as part of the Worker's paid annual leave if specifically requested as such.

G. None of the above provisions relating to statutory entitlement to paid holiday leave shall affect the Worker's status as a self employed worker and independent contractor.

Working Time Regulations

9. The Worker agrees that he/she may deliver more than 48 hours of Services on average per week. In the event that the Worker wishes to withdraw his/her agreement to this clause 9, at any time during the Contract, the Worker may do so by serving 3 months notice to the Company in writing in compliance with clause 20.

Absence

10. If the Worker is unable to attend work during the course of the assignment or to perform the Services at any time during the Contract Period, the Worker must inform the Client within one hour of commencement of the assignment or time the Worker is expected to begin work on a working day, and notify the Company in writing.

In the event that the Worker is absent due to sickness, the Worker may be eligible for Statutory Sick Pay provided the Worker satisfies all

the relevant statutory criteria for Statutory Sick Pay for the purposes of the Statutory Sick Pay scheme.

Termination

11. A. This Contract may be terminated by the Company on immediate notice, verbally or in writing, in the event that:

(i) the Worker is in material breach of or fails to comply with any of the provisions of this Contract; or

(ii) the Client terminates the Client's contract with the Company due (in the Client's opinion) to the technical incompetence, unsuitability, unprofessional or unsatisfactory conduct on the part of the Worker or materially defective work or deficiencies in the Services of the Worker; the Worker accepts that termination in such circumstances shall arise as a direct result of the unilateral decision of the Client and the Worker shall not have any complaint against the Company as a result of termination in such circumstances; or

(iii) the Worker is unable to provide Services to meet or in fulfilment of the standards or work requirements referred to in clause 6 of this Contract or is unable to fulfil any other work requirement under this Contract for any reason or for any period.

B. This Contract may be terminated by the Company immediately, by notice in writing given to the Worker, in the event that the Company terminates its contract with the Client (whether due to breach of such contract by the Client or for any other reason).

C. This Contract may be terminated by the Company by notice in writing giving the Worker notice as set out in Schedule A.

D. The Company shall be entitled to terminate this Contract with immediate effect in the event that the Worker fails to provide the Services for any reason for more than five consecutive days without having first agreed such suspension or non-availability of the Services in writing with the Company.

E. Upon termination or expiry of this Contract, the Company and the Client will be entitled to a copy of all work carried out or completed by the Worker in the Contract Period in the form in which it exists at the end of the Contract and may require the Worker to provide a suitable summary of work carried out during this Contract. The Worker shall provide such copies promptly on request for the same. If applicable the Worker shall return to the Company or the Client all equipment, documentation, specification manuals or other property loaned or made available to the Worker and/or belonging to the Client or the Company.

F. The Company may terminate this Contract on immediate notice in writing prior to or on the start date of this Contract, in the event that the Client withdraws the requirement for Services, which this Contract was entered into, to fulfil.

Indemnity

12. A. The Worker shall indemnify the Company and keep it indemnified against all claims, costs, expenses, damages, losses and liabilities arising out of any breach by the Worker of this Contract, or from the performance or non-performance by the Worker of the Worker's obligations hereunder, or from any negligent or unlawful act or omission of the Worker.

B. The Worker shall fully and effectively indemnify and hold harmless the Company and the Client against any claim that the Worker may make or allege as to there being any employment relationship between the Worker and the Company and/or the Worker and the Client, and against any losses or damages which the Company or as the case may be, the Client, may suffer as a result of

such claim. In the event that the Company and/or the Client incurs loss or damage in connection with any such employment claim the Worker shall reimburse within a reasonable time and make good such loss or damage to the Company and the Client on request.

C. The Worker shall promptly, at his own expense and in his own time, rectify, replace or correct any defective work or work product, shortcoming or deficiency in the Services provided or work product delivered or failure to meet the requirements of this Contract, when notified of such defects or non-conformity by the Company or Client. Such corrective action, replacement or rectification (at the option of the Company or the Client) shall be performed using at least the same time and resource commitments as applied in respect of the original work.

Intellectual Property

13. A. All right, title and interest of whatever nature (including but not limited to copyright design rights and patent application rights) and all intellectual property rights and moral rights in any work undertaken or produced by the Worker under or in connection with this Contract or relating to the Services provided hereunder will vest in and belong to the Company (or the Client or such third party as nominated by and at the option of the Company) at all times free from any interest of the Worker, or any third party. The Worker undertakes to take any action or do anything that the Company may reasonably require in order to vest effectively such intellectual property rights in the Company or Client or such third party as the Company specifies or to evidence the same (whether before or after the termination of this Contract).

B. The Company (or where applicable, the Client) shall retain ownership of all intellectual property rights of whatever nature in the documents or other material and data and other information provided to the Worker in the context of this Contract and its performance. For the avoidance of doubt neither the Client nor the Company, shall be deemed to have granted the Worker any licence to use the documents or other material or information other than for the proper performance of the Services and this Contract.

C. The Worker guarantees and agrees to ensure that Services provided under this Contract are not in breach of the intellectual property rights of any third party. The Worker shall not use any pre-existing intellectual property rights owned by a third party in providing the Services without the prior authority of the third party. The Worker shall indemnify the Company and the Client against all and any actions, claims, costs, expenses, damages, demands and liabilities whatsoever and howsoever incurred resulting or arising out of any claim by any third party that the use or possession of work performed or work product delivered by the Worker in providing Services hereunder or in connection with the Worker's performance of this Contract, infringes the intellectual property rights of any third party.

Waiver and Severability

14. A. Should any party to this Contract fail or delay in exercising any right or remedy, or part of a right or remedy, under this Contract, it will not waive that right or remedy or further exercise of that right or remedy, or the exercise of any other right or remedy, against any party.

B. If any restriction or other provision of this Contract is declared by any court to be unenforceable or invalid, or if indications to that effect are received from a court, such provision shall be severed from this Contract and the remaining parts of this Contract shall remain in full force and effect.

C. If any such restriction contained herein would be valid if the time period applicable to it or other restrictive element thereof were to be reduced or amended, then, rather than severing it, the parties agree

that the provision shall apply with such modifications as are necessary to make it valid and effective and that this Contract shall be deemed amended accordingly.

Interpretation

15. Reference made in this Contract to one gender is deemed to include both genders, the singular number shall include the plural and vice versa.

Governing law

16. A. This Contract shall be governed by and construed in accordance with English Law. Each of the parties agrees that the Courts of England are to have exclusive jurisdiction to settle any disputes which may arise in connection with this Contract.

B. References to legislation shall include references to any re-enactment or amendment of such legislation.

Immigration compliance

17. The Worker shall comply with the provisions of the Asylum and Immigration Act 1996 in all respects relevant to the Worker; and if the Worker is subject to immigration control for the purposes of such Act, the Worker warrants that he has; (i) valid and subsisting leave to enter, remain and work in the United Kingdom for the duration of this Contract; and (ii) is not (in relation to such leave) subject to any conditions which may preclude or have an adverse effect on the provision of the Services; and (iii) shall provide such evidence as is required by Section 8 of the Asylum and Immigration Act 1996 as evidence of his status.

Data Protection

18. The Worker agrees that he consents to permit the Company to disclose his personal information or data ("Data") e.g. the Worker's CV and personal details relating to the Worker, to the Client and any third parties (as necessary for the purposes of this Contract) and to any other party involved in the administration of this Contract or the Company's business, and such consent shall include permission to transmit such Data outside of the European Economic Area where necessary for the purposes of the Company's business.

Headings

19. Subheadings in this Contract are for convenience only and do not form part of the terms of this Contract.

Notices

20. Any party may effect service of notices under this Contract upon any other party by sending it by ordinary first class post in a sealed envelope duly prepaid and properly addressed to such party at the address appearing above (in the case of the Company) or the Worker's address (in the case of the Worker). In the case of termination notices, notice may be given by e-mail so long as it is confirmed by notice in writing sent by post as mentioned above.

Conflict of terms

21. In the event of conflict between these terms and Schedule A, then Schedule A shall prevail.

Survival of terms

22. The provisions in Clauses 1, 2, 5, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 21 and this clause 22 shall survive the termination or expiry of this Contract.