

## Supplier Take on T&C

### 1 DEFINITIONS

1.1 In this Agreement the following definitions apply:-

“Assignment”	Means the period during which the Contractor is engaged by the Company to render the Services to the Client;
“Company”	Means ANS Group PLC
Contractor	Means supplier of the goods or services detailed in the Approved Supplier Application Form
“Client”	Means the firm or company requiring the Services of the Contractor;
“Services”	The goods and/or services to be provided by the Contractor described.

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

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

### 2 THE CONTRACT

2.1 This Agreement constitutes a contract between the Company and the Contractor for the provision of the Services by the Contractor to the Company.

2.2 No variation or alteration of the Agreement shall be valid unless approved by the Company in writing

### 3 ASSIGNMENTS

3.1 The failure by the Company to obtain suitable Assignments for the Contractor shall not give rise to any liability on the part of the Company. The Contractor recognises that there may be periods between Assignments when no work is available.

3.2 Upon the acceptance by the Contractor of an Assignment the Company shall supply the Contractor with an assignment confirmation note specifying the duration of the Assignment, the identity of the Client, the hourly rate payable by the Company and such expenses as may be agreed, the notice period and any other relevant information.

### 4 CONDUCT OF ASSIGNMENTS

4.1 The Contractor is obliged to accept Assignment offered by the Company and if it does so, during every Assignment and afterwards where appropriate, it will and it will procure that each of its members of Staff 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, confirm 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;
  - (f) Not at any time divulge to any person, nor use for his own or any other person's benefit, any confidential information relating to the Client's or the Company's employees, business affairs, transactions or finances.
- 4.2 If any member of Staff is unable for any reason to attend work during the course of an Assignment the Contractor should inform the Client or the Company within one hour of the commencement of the Assignment.

## 5 LIABILITY

- 5.1 The Contractor shall be liable for any loss, damage or injury to any party resulting from the negligent acts or omissions of its Staff during an Assignment.
- 5.2 The Contractor shall ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance and any other suitable policies of insurance in respect of the Contractor and its Staff during an Assignment and shall make a copy of the policy available to the Company upon request.
- 5.3 The Contractor is liable for its own taxes and shall indemnify the Company against any such claim.

## 6 CONTRACTOR'S OBLIGATIONS

- 6.1 The Contractor agrees on its own part and on behalf of its Staff as follows:-
- 6.1.1 Not to engage in any conduct detrimental to the interests of the Company or the Client which includes any conduct tending to bring the Company or the Client into disrepute or which results in the loss of custom or business.
  - 6.1.2 To be present during the times or for the total number of hours during each day and/or week of the Assignment as may be agreed with the Company or the Client.
  - 6.1.3 To take all reasonable steps to safeguard its own safety and the safety of any other person who may be affected by its actions on the Assignment.
  - 6.1.4 To comply with all statutory obligations and codes of practice to which the Contract is subject in respect of its Staff including but not limited to the Working Time Regulations.
  - 6.1.5 To comply with any rules or obligations in force at the premises where services are performed during Assignments to the extent that they are reasonably applicable.

- 6.1.6 To co-operate with the Client's staff and accept the direction of any person in the Client's organisation to whom it is required to report and comply with all reasonable and lawful instructions within the scope of the Assignment made by the Client.
- 6.1.7 To furnish the Company with any progress reports as may be requested from time to time.
- 6.1.8 Not to sub-contract to any third party any of the Services which it is required to perform under any Assignment.
- 6.1.9 To notify the Company forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition.
- 6.1.10 To comply with all the requirements of VAT legislation and the Companies Act 1985

## 7 ACKNOWLEDGEMENT

- 7.1 The Contractor acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by the Contractor and its Staff for the Client during the Assignment shall belong to the Company/Client.

## 8 COMPUTER EQUIPMENT WARRANTY

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

## 9 CONFIDENTIALITY

- 9.1 In order to protect the confidentiality and trade secrets of any Client and the Company and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Contractor agrees on its own part and on behalf of its Staff as follows:-
  - 9.1.1 Not at any time whether during or after an Assignment (unless expressly so authorised by the Client or the Company as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or confidential information of the Client;
  - 9.1.2 To deliver up to the Client or the Company (as directed) at the end of each Assignment all documents and other materials belonging to the Client (and all copies) which are in its possession including documents and other materials created by it or the Staff during the course of the Assignment;
  - 9.1.3 not at any time to make any copy, abstract, summary or precis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Client or the Company as appropriate.

## 10 TERMINATION

- 10.1 An Assignment may be terminated by the Company or the Contractor giving the other party the period of notice specified in the assignment confirmation note.
- 10.2 Notwithstanding sub-clauses 12.1 and 12.6 of this Agreement, where required by the Client the Company may without notice and without liability instruct the Contractor to cease work on an Assignment at any time, where:

- 10.2.1 The Contractor has acted in breach of the rules and regulations applicable to the Client's own staff;
  - 10.2.2 The Client reasonably believes that the Contractor has not observed any condition of confidentiality applicable to the Contract from time to time; or
  - 10.2.3 for any reason the Contractor proves unsatisfactory to the Client.
- 10.3 Notwithstanding sub-clauses 12.1 and 12.6 of this Agreement, the Company may without notice and without liability terminate the Assignment should the Contractor become insolvent, dissolved or subject to a winding up petition.
- 10.4 Failure by the Contractor to give notice of termination as required in the assignment confirmation note shall constitute a breach of contract and shall entitle the Company to claim damages from the Contractor for any resulting loss suffered by the Company.
- 10.5 If the Staff are unable for any reason to work on an Assignment the Contractor should inform the Company by no later than 10.00 am on the first day of absence to enable alternative arrangements to be made.
- 10.6 The Contractor acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Company and the Client. In the event that the contract between the Company and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability to the Contractor.

## 11 RESTRICTIONS WHERE SERVICES ARE PROVIDED

The spirit of this Agreement is that the Contractor will not directly or indirectly and whether for the Contractor's own benefit or for the benefit of any person, partnership, firm, company or other organisation dealing with the Contractor circumvent the purpose of this Agreement. To this extent the Contractor hereby agrees with the Company that either during the course of this Agreement or after the termination of this Agreement either alone or jointly with or on behalf of any person directly or indirectly:-

- 11.1 in connection with the carrying on of any business in competition with the business of the Company not to do business for a period of 24 months with any person, partnership, firm, company or other organisation who or which has at any time during the period of six months immediately preceding the date of such cessation done business with the Company as a contractor or customer or client or consultant and with whom or which the Consultant shall have had dealing during such period;
- 11.2 in connection with the carrying on of any business in competition with the business of the Company not to canvass solicit or approach or cause to be canvassed or solicited or approached for a period of 12 months for orders in respect of any services provided and/or any goods sold by the Company any person, partnership, firm, company or other organisation who or which the Contractor was informed of or became aware of during the term of this Agreement had held or were going to hold discussions with the Company with a view to procuring goods or services from the Company;
- 11.3 solicit or entice away or endeavour to solicit or entice away from being an employee or contractor of the Company any person who at the date of cessation of its engagement or at any time during the period of six months prior to that date is employed or engaged by the Company and with whom the Consultant shall have had contact during such period (whether or not such person would commit a breach of his contract of employment or contract for the provision of services by so doing).

12 PAYMENT AND INVOICING

- 12.1 Invoices must be raised on delivery of the goods or on signoff (acceptance by the Company) of the services.
- 12.2 Payment of none disputed invoices will be made at the end of the month following the date of the invoice.

13 LAW

- 13.1 This Agreement is governed by the law of England and is subject to the exclusive jurisdiction of the Courts of England.