

Contracting Services

This Agreement is made between:

	"Us"	"You"
Full name	Fairfax Management Consultants Ltd	
Registered Office <i>(or, if applicable, principal place of business)</i>	2 Henley Way Doddington Rd Lincoln LN6 3QR UK	
Company number, if applicable	03870447	

This Agreement shall comprise the following:

- (i) This signature sheet; and
- (ii) The Client Brief attached; and
- (iii) Our How We Work With You Terms and Conditions (the "Terms and Conditions").

You acknowledge that you have read and understood the Terms and Conditions and agree to be bound by them. The date of this Agreement shall be the latest date of signature below.

	Us	You
Signature of authorised signatory		
Name		
Position		
Date		

Contracting Services

HOW WE WORK WITH YOU

We are pleased to be considered suitable to provide you with Contractors. This agreement explains how we will work with you.

1. Our Contract

Irrespective of when you sign this contract in consideration of our responding to your Client Brief this contract begins when we provide you with information about any of our Contractors, whether or not you then go on to hire that Contractor.

If you decide to proceed with appointing a Contractor whose information we have supplied we will provide you with specific terms of engagement for that Contractor which specify the fees payable etc for that Assignment (Assignment Contract).

2. Our Services

In response to the Client Brief we will provide you with information about Contractors that may meet your requirements and on your confirmation of suitability and signature of our Assignment Contract provide the Contractor to you on a temporary or contract basis (as applicable).

3. Your Obligations

You must immediately tell us if you are going to hire a contractor that we have introduced; or, decided to extend the period of time that the Contractor works with you or in any other way directly or indirectly engage a Contractor that we have introduced to you.

4. Introduction Fees

We put a lot of effort into finding the right Contractors for you and in return expect to receive a certain level of remuneration. To act as a deterrent from abusing this service you will have to pay us an Introduction Fee where we have Introduced a Contractor to you and:

- a) You Engage the Contractor other than through us, within the Requisite Period; or
- b) You introduce the Contractor to a third party and such introduction results in an Engagement of the Contractor by the third party other than through us within 6 months from the date of the introduction by you to the third party;
- c) You let us know that you want to permanently hire the Contractor.

We won't refund the Introduction Fee if the Engagement subsequently terminates.

Note:

1. You won't have to pay the Introduction Fee if you write to us and let us know that you intend to continue to hire our Contractor for a further period of three months (Extended Assignment) before you permanently employ the Contractor.
2. You won't have to pay the Introduction Fee for Contractors that you introduced to third parties if you hire the Contractor for a period of three months.
3. Where you decide to extend the Contractor's assignment:
 - (a) you will pay the same fees for the extended period as applied immediately before you let us know that you wanted to extend;
 - (b) at the end of the Extended Assignment, you may Engage the Contractor without paying the Introduction Fee; and
 - (c) if you choose an Extended Assignment, but Engage the Contractor before the end of the Extended Assignment, we may charge the Introduction Fee, reduced proportionately to reflect the amount that you have already paid during the extended period.

5. Liability

Whilst we make every effort to give you satisfaction by ensuring reasonable standards of skills, integrity and reliability from Contractors based on the details you provide, we accept no liability 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, we do not exclude liability for death or personal injury arising from our own negligence.

The Contractors that we provide to you are deemed to be under your supervision for the duration of the Assignment. You 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. You shall indemnify us against any costs, claims, damages and expenses incurred by us as a result of any breach of these terms by you.

Each party shall comply with their respective obligations under the Data Protection Legislation

You shall advise us of any special health and safety matters that we are 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 fulfill the Assignment.

Our total liability (including that assumed under any indemnity) under this agreement (or arising under statute, tort or for any other reason) shall not exceed the total amount paid by you to us for the relevant Contractor during the one calendar month period preceding such costs, claims or liabilities arising. For the avoidance of doubt this amount does not include any amounts relating to the wages paid to the Contractor.

We will not be liable for any indirect and consequential loss including (but not limited to) loss of profits, sales, revenue, hardware, software, data or waste of management or staff time.

6. Law

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

7. Definitions

Assignment	means the period during which the Contractor is supplied by us to render services to you;
Client Brief	the outline of contractor requirements specified by you to us from time to time;
Contractor	means a person working through a Limited Company (including any personal services company or umbrella company) or any other individual introduced to you by us and Engaged by you to carry out an Assignment (and save where otherwise indicated, includes any officer, employee or representative). For the avoidance of doubt the Contractor is not employed by us;
Data Protection Legislation	means all applicable laws and regulations relating to the processing of personal data and privacy including the General Data Protection Regulation 2016 (EU) 2016/679, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and the Electronic Communications Data Protection Directive (2002/58/EC), together with all codes of practice and other guidance on the foregoing issued by any relevant Data Protection Authority, all as amended, updated or re-enacted from time to time.
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 you or any third party or through any other employment business on a permanent, contract or temporary basis whether under a contract of service or for services, or an agency, licence, franchise or partnership arrangement; or any other engagement. "Engage" or "Engaged" shall be construed accordingly;
Introduction	means (i) your interview of an officer, employee, or representative of the Contractor, in person or by telephone, following your instruction to us to supply a Contractor or (ii) the passing to you of information by us which identifies a Contractor; and which leads to an Engagement. "Introduced" or "Introduce" shall be construed accordingly;
Introduction Fee	means either (i) 20% of the expected annual remuneration of the Contractor based on the day rate specified in the Contract Assignment Notice or (ii) 20% of the starting salary of the Contractor specified in the Contract Assignment Notice;
Requisite Period	later of 14 weeks from the start of the assignment or a period of 2 months from the termination of the Assignment in respect of which the Contractor was supplied, or if there was no supply, within 6 months of the Introduction of the Contractor by us to you.