ReThink Recruitment
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ASSIGNMENT SCHEDULE

Assignment Reference: TBC
Date of Issue: TBC

BETWEEN

ReThink Recruitment Solutions Limited

AND

Contractor (Ltd Co)	N/A
Contractor Registration No.	N/A
Personnel	N/A

TO PROVIDE SERVICES AT:

Client Name	N/A
Client Contact	N/A

ASSIGNMENT DETAILS:

Client Address	N/A

Services	N/A
Fees	N/A

Start Date	N/A
End Date	N/A
Assignment Term	N/A
Standard Service Week	N/A

Special Conditions	N/A

Both parties hereby agree that the Services shall be provided in accordance with and subject to ReThink's Terms. Reference to Terms shall be to the terms set out or referred to in this Assignment Schedule and the standard Terms and Conditions of Business for Contractors - UK Assignments (opt out)

Signed for and on behalf of ReThink	Signed for and on behalf of the Contractor
Signature: N/A	Signature: N/A
Date: N/A	Date: N/A
Name: N/A	Name: N/A
Title: N/A	Title: N/A

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ReThink Recruitment Solutions Limited Terms and Conditions of Business for Contractors
UK Assignments (OPT OUT)

The services provided by ReThink Recruitment Solutions Ltd are those of an Employment Business.

1. The Assignment

1.1 These terms and conditions are applicable to UK assignments. The Contractor agrees and procures that the individual ("Personnel") agrees that they have each opted out ("Opted Out") with respect to the Conduct Regulations. 'EAA' means the Employment Agencies Act 1973, and 'Employment Agency' and 'Employment Business' have the meanings defined by the EAA. 'Conduct Regulations' means the Conduct of Employment Agencies and Employment Businesses Regulations 2003. Opted Out means this notice given to ReThink by the Contractor and procured in respect of its Personnel having the effect that the Conduct Regulations do not apply in relation to an introduction, Assignment or engagement, due to the Contractor and the Personnel both opting out.

1.2 These terms and those set out in the Assignment Schedule ("Terms") are between ReThink Recruitment Solutions Limited ("ReThink") and the limited company referred to in the Assignment Schedule ("Contractor"). These Terms set out the basis upon which the Contractor will provide the Services between the Start Date and End Date ("Assignment") to a client of ReThink ("Client"), all as detailed in the Assignment Schedule. These Terms, including any attachments, supersede all prior representations and agreements and express the entire agreement and understanding between the Parties. The Contractor agrees that in entering into this contract it does not rely on, and shall have no remedy in respect of, any statement or representation (whether negligently or innocently made) of any person (whether party to this contract or not) other than as expressly set out in these Terms. ReThink or the Client is under no obligation to offer the Contractor any work and the Contractor is not obliged to accept any work that may be offered, save for the work agreed under this contract for services. No party wishes to create or imply any mutuality of obligation between themselves either in the course of or between any performance of the Services or during any notice period. ReThink is not obliged to pay the Contractor at any time when no work is available during this agreement. The parties expressly agree that this is a contract for services.

1.3 Where there is a conflict between these Terms, and any Addendum (where attached), then to the extent of such conflict, the Addendum will prevail. Where there is a conflict between these Terms, any Addendum and the content of an Assignment Schedule, then to the extent of such conflict, the Assignment Schedule will prevail.

1.4 Where an Assignment Schedule or Addendum/Appendix indicates that the commencement of the Assignment is dependent upon:

(a) satisfactory credit references and/or approvals or certificates from relevant authorities being obtained; and/or

(b) the granting of security clearances; and/or

(c) the granting of other regulatory consents

in relation to the performance of the Assignment by the Contractor then the Assignment shall begin when all such clearances, approvals, references, certificates and consents are obtained, and the Contractor shall not be entitled to any payment prior to such date. In the event that any matters under 1.4(a)-(c) lapse during the Assignment, ReThink has the right to terminate the Assignment immediately without notice or liability.

1.5 The Contractor warrants the Personnel has the required qualifications, training and experience to undertake the Assignment and shall, prior to its commencement, send to ReThink evidence of the same including evidence of their right to stay and work in the UK.

1.6 For the avoidance of doubt these Terms shall not be construed as a contract with any Personnel supplied or any representative of the Contractor and any of the liabilities of an employer arising out of the Assignment shall be the liabilities of the Contractor.

1.7 Assignment Schedules should be signed and returned to ReThink within 7 days of the commencement of the Services. Commencement of the Assignment or acceptance of Fees shall be deemed as acceptance by the Contractor of all the terms and conditions enclosed herein.

1.8 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed by an executive director or legal representative of ReThink and the Contractor, and set out in writing, and a copy of the varied Terms is given to the Contractor stating the date on or after which such varied Terms shall apply.

1.9 Any contract is conditional on ReThink contracting unconditionally with the Client for the Services.

1.10 ReThink shall be entitled to suspend the Assignment in the event of a Client request for such suspension or in the event ReThink enters into a dispute with the Client over the supply of Services by the Contractor.

2. The Services

2.1 The Contractor will perform such services for the Client as agreed with the Client or its authorised

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agent, and which are briefly described in the Assignment Schedule (the "Services").

2.2 The Services shall be performed at or from the Client Location as specified in the Assignment Schedule, or at such other site as reasonably required by, or mutually agreed in writing with, the Client. In the event the Client and the Contractor agree the Services are to be provided away from the Client Location(s), the Contractor shall provide adequate office and communication facilities in order for the Services to be completed. The Contractor shall be entitled to perform the Services from the Contractor's office or place of business, provided this has been agreed in advance with the Client.

2.3 The Contractor shall have flexibility as to the allocation of hours supplied in any Standard Service Week ("SSW"), provided this is agreed with the Client.

2.4 The Contractor shall be entitled to seek, apply for and accept contracts to supply services to other parties during the duration of the Assignment, provided this does not create any conflict of interest, or compromise the Contractor's ability to deliver the Services to the Client, or is otherwise in breach of its agreement with ReThink.

2.5 The Contractor undertakes that during the Assignment's duration it will perform the Services with all due care, diligence and professional skill. The Contractor shall comply with any timetable or other targets or project requirements for the progress or delivery or completion of the Services, as agreed with the Client.

2.6 ReThink and the Client recognise that the Contractor undertakes the Services in the capacity of its Consultant who will comply with the contract specification and the Clients expected standards of work but in doing so will use its own skills and initiative as to the technical manner in which the Services are delivered.

2.7 At the reasonable request of the Client, the Contractor shall provide such tools and equipment as are necessary for the performance of the Services, whether away from the Client Location or otherwise.

2.8 The Contractor will procure that in the provision of the Services, it will and the Personnel will comply with all applicable laws, rules and regulations specified by the Client (including, without limitation, rules and regulations in respect of any statutory obligations, data protection legislation, health and safety, internet and email use, and security).

3. Personnel

3.1 ReThink acknowledges that the Assignment will be undertaken by the Contractor using one or a number of individuals named in the Assignment Schedule ("Personnel"). Nothing in these Terms shall give rise to the presumption that the Personnel are employees of ReThink or the Client. Both parties intend and agree that the legal relationship created by these Terms is one of the provisions of independent specialist services.

3.2 The Contractor warrants that the Services shall be initially performed by such Personnel named in the Assignment Schedule. The Contractor may propose a replacement to perform the Services in substitution for the named Personnel, but any such proposed substitute shall only be accepted if the proposed replacement has the necessary qualifications, skills and experience and this is approved in writing and agreed with the Client.

4. Invoicing and Payments

4.1 The Contractor shall be entitled to fees from ReThink ("Fees") as detailed in the Assignment Schedule for all hours/days during which the Services are provided by the Contractor. Subject to any agreement by the Parties to the contrary the Contractor shall not be entitled to receive payment from either ReThink or the Client for time not spent by the Personnel on Assignment whether in respect of holidays, illness or absence for any other reason.

4.2 Timesheet (or where applicable, project reports detailing the Services performed together with an analysis of hours spent), provided by ReThink or the Client and signed by the Client's authorised representative, shall be sent by the Contractor to ReThink at end of each month in line with the Invoice/Timesheet Procedure.

4.3 ReThink will process payment of the Fees on a monthly basis upon receipt of a valid invoice, which is supported by a monthly Timesheet or project report completed by the Contractor and signed by the Client.

4.4 Where the Contractor fails to submit a properly authenticated timesheet/project report that has been authorised by the Client, then ReThink shall be under no obligation to make payment in respect of the time claimed that is covered by such Timesheet/project report. ReThink shall make no payment to the Contractor for hours not supplied. In the event that ReThink makes any payment to the Contractor in respect of time claimed to have been spent performing Services, where in fact no such Services were performed as claimed, then the Contractor shall immediately refund such payment to ReThink upon written notice from ReThink to do so. The Contractor understands and accepts any fraudulent claim for payment in respect of hours/days not supplied will be regarded as a serious criminal offence and prosecuted accordingly. Approval of a timesheet by the Client is not deemed as acceptance of the quality of the Services provided by the Contractor. ReThink has the right to question the validity of any time claimed or Services provided, after approval, if required by the Client. The Contractor shall refund any Fees paid by ReThink which are validly disputed by the Client in respect of the Services.

4.5 ReThink accounts department will do its utmost to facilitate the settlement of accounts and account queries. All timesheets (or project reports as appropriate) and invoices **in their original form** should be faxed to ReThink on **0871 951 5312 or emailed to accounts@rethink-recruitment.com**.

4.6 ReThink will make payments by BACS. The Contractor shall ensure that the relevant banking

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details have been sent to ReThink prior to the date of the first scheduled payment.

4.7 Prior to commencement of the Assignment the Contractor must supply ReThink with a copy of the Contractor's certificate of incorporation and VAT registration (if applicable), business bank account details, evidence of Professional Indemnity, Public Liability and Employers Liability (where applicable) insurances. In the event the Assignment has commenced and the Contractor's documents detailed above are not satisfactory or as required under these Terms, the Assignment shall be immediately terminated by ReThink without notice and without liability on the part of ReThink.

4.8 All Fees payable by ReThink to the Contractor hereunder shall be exclusive of Value Added Tax, which shall be charged by the Contractor at the prevailing rate, are gross and shall be payable net of any deductions that ReThink may now or in the future be required by law to deduct there from.

4.9 The Excess SSW Fees shall apply in respect of hours supplied outside the SSW and which the Client has agreed as hours attracting Excess SSW Fees. Any Services provided outside the SSW for the Client must have the prior authorisation of the Client and be detailed in the Assignment Schedule.

4.10 ReThink shall only reimburse expenses reasonably incurred by the Contractor in the course of performing the Services if such claim is supported by all valid receipts and documentation, together with written authorisation from the Client authorising the Contractor to incur those expenses. The Contractor shall not submit any expense claims to ReThink (and ReThink shall not be liable to reimburse expense claims) if such claims have not already been authorised and actually signed off by the relevant line manager of the Client (a clearly printed name and signature is required) prior to submission to ReThink. For the avoidance of doubt, travel costs to and from the Client Location are for the Contractor's own account.

4.11 The Contractor shall be entitled to charge interest at a rate of 4% per annum above the base rate from time to time of the Bank of England on any sums due but not paid from the date payment became due until the actual date of payment. This shall be in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002. The parties agree that this represents a substantial remedy in the context of the above Act and Regulations.

4.12 The Contractor is required to submit invoices on a monthly basis or as set out in the Schedule. If the Contractor submits any invoice more than 5 weeks after the date on which the services were rendered, ReThink will consider this a material breach of contract and will only pay the applicable Fees following payment by the Client.

4.13 In the event of an invoice dispute in respect of the Services, in part or whole with the Client or ReThink's invoice(s) remain unpaid by the Client for any reason, ReThink shall either:

(a) withhold payment to the Contractor; or

(b) where a Contractor's invoice has been paid which subsequently becomes the subject of non-payment or dispute by the Client, the Contractor shall raise a credit note and reimburse the amount of the disputed invoice (in part or whole) inclusive of VAT to ReThink. ReThink reserves the right to offset any said invoice that has not been reimbursed against future Contractor payments. Any such held payments will become due to the Contractor when any dispute has been resolved or payment from the Client is received by ReThink.

5. Transfer Restrictions

5.1 The Contractor shall not and shall procure that the Personnel shall not, whether directly or indirectly through any company, partnership or person, solicit nor enter into any contract with the Client, any subsidiary or holding company of the Client (as defined in section 1159 of the Companies Act 2006) or any subsidiary of the Client's holding company or with any third party introduced to the Contractor or Personnel by the Client, to provide any services of the same or similar nature to the Services during the term of the Assignment and for a period of 6 months thereafter (the "Relevant Period") without ReThink's prior written consent, which consent may be withheld in ReThink's absolute discretion or granted, subject to any conditions ReThink may wish to impose. In the event of breach of the foregoing by the Contractor, it agrees that ReThink will suffer financial loss and such financial loss shall be recoverable from the Contractor.

5.2 If before the first Assignment, during the course of an Assignment or within the Relevant Period the Client wishes to ascertain services of the Contractor or Personnel directly or through a third party, the Contractor acknowledges that ReThink will be entitled either to charge the Client or third party a fee or to agree a new assignment with the Client or third party.

6. Contractor's Obligations

6.1 All payments hereunder will be made to the Contractor, and the Contractor shall be responsible for any PAYE Income Tax and National Insurance Contributions, statutory entitlements such as holiday pay and statutory sick pay, and any other taxes and deductions payable in respect of its Personnel. The Contractor authorises ReThink, where lawfully permitted, to deduct from the payment of Fees any payments that ReThink or the Client are required to pay as a result of the Contractor and the Personnel providing the Services.

6.2 The Contractor warrants that it will:

(a) provide the Services as detailed in the Assignment Schedule unless agreed otherwise;

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(b) co-operate with the Client in every respect in the provision of the Services;
(c) Observe any relevant rules and regulations of the Client insofar as they are applicable to independent contractors;
(d) take all reasonable steps to safeguard the safety of the Personnel and the safety of any other person who may be affected by their actions and comply with the health and safety policies of the Client;
(e) not engage in any conduct detrimental to the interests of ReThink or the Client which includes any conduct tending to bring ReThink or the Client into disrepute or which results in the loss of custom or business;
(f) comply with all legislation and codes of practice in relation to the provision of the Services and the Assignment.
(g) notify ReThink forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition.

6.3 If the Contractor is unable to provide the Services during an Assignment for any reason, it shall inform the Client within a reasonable period of time.

6.4 The Contractor warrants that Personnel supplied under the Assignment have the right to live and work in the UK. ReThink shall have the right to see proof of such entitlement, in respect of each member of the Contractor's Personnel, upon request.

6.5 If, either before or during the course of the Assignment, the Contractor becomes aware of any reason why the Personnel supplied to perform the Services may not be suitable for the Assignment, the Contractor shall notify ReThink without delay.

6.6 The Contractor shall have in effect and shall maintain in effect while supplying the Services and its continuance under the Agreement in respect of one claim or a series of connected claims employers liability and public liability insurance for a sum not less than £2,000,000; professional indemnity insurance for a sum not less than £1,000,000 or suitable levels of insurances in line with the Services, and shall on request produce evidence of such policies to ReThink.

7. Liability and Indemnity

7.1 The Contractor shall indemnify and keep indemnified ReThink, its directors, employees, agents, and its associated and subsidiary companies, against all and any actions, claims, costs, expenses, damages and liabilities whatsoever and howsoever incurred resulting or arising from:
(a) any breach of this Agreement by the Contractor;
(b) any negligent, reckless, wilful or deliberate act or omission of the Contractor or the Personnel.

7.2 The Contractor will indemnify ReThink against any actions, claims, costs, expenses, damages and liabilities ReThink and/or the Client may incur:
(a) where a court, tribunal, or Government authority holds that either the Client or ReThink is an employer of the Personnel;
(b) for income tax, national insurance contributions, statutory entitlements such as holiday pay and statutory sick pay and any other taxes, deductions or benefits directly or indirectly relating to the provision of services by individuals during the Assignment ("Contractor Payments").

The indemnity in 7.2(b) will not apply where ReThink and/or the Client are obliged by law to make such payment, and ReThink is not lawfully permitted to claim repayment from the Contractor.

7.3 The Contractor or the Personnel may not enter into direct negotiations or discussions with the Client with regard to charges, income, contract duration or termination, or any other matter relating to the Assignment save as is expressly allowed for within these Terms.

8. Confidentiality and Intellectual Property

8.1 The Contractor agrees that it will maintain and will procure that the Personnel shall maintain (at all times during an Assignment and afterwards) as confidential all information of a confidential or commercially sensitive nature that it and/or Personnel may receive from the Client and/or from ReThink, and use the same exclusively for the purposes of each Assignment.

8.2 For the purposes of this Clause 8, 'confidential information' does not include: (i) information which is publicly known at the time of disclosure; (ii) information which, after disclosure by either party becomes publicly known other than through a breach of these Terms; (iii) information which either party can show was known to it prior to its disclosure by the other party; (iv) information which either party can show was developed independently by persons who were not aware of the content of the information disclosed to the other party; (v) information which either party can show was made available to it by a third party, who had a right to do so, and who has not imposed on that party any obligation of confidentiality.

8.3 The Contractor shall and shall procure that the Personnel shall at the request of the Client execute a confidentiality undertaking in favour of the Client in such form as the Client shall reasonably require.

8.4 All property, software and other materials supplied by a Client for an Assignment or that is created in providing the Services ("Works") shall be and shall remain the property of the Client.

8.5 All intellectual property rights created during an Assignment ("Rights") shall vest in ReThink and the Contractor assigns by way of future assignment the Rights to ReThink, and ReThink shall vest such Rights in the Client. The Contractor shall at the request of ReThink take all steps and procure the execution of any necessary documents provided by the Client or ReThink to vest legal and beneficial title in the

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Rights in ReThink or the Client (as required by ReThink).

8.6 The Contractor shall:

(a) not use any pre-existing intellectual property rights owned by a third party in providing the Services during the Assignment, without the written authority of the third party and the Client;

(b) present the Works to the Client upon completion of the Assignment or at such time as the Client may require; and

(c) not and shall procure that Personnel shall not use any Works for any purpose other than is necessary for carrying out the Assignment.

8.7 These Terms are confidential. Details to do with remuneration, expenses, client identity, charge and pay rates or other information related to these Terms or the Assignment, are not to be disclosed to any third party by the Contractor without the express permission of ReThink in writing.

9. Term and Termination

9.1 The Services shall be provided during the periods specified in the Assignment Schedule unless otherwise agreed. The duration of the initial Assignment may be extended by agreement in writing between the Parties and these Terms, unless excluded in writing shall be deemed to apply to such extended Assignment period(s).

9.2 At the end of the initial Assignment, ReThink shall be under no obligation whatsoever to offer further assignments to the Contractor, and the Contractor shall be under no obligation whatsoever to accept any further assignments, if offered.

9.3 ReThink shall be entitled to terminate the Assignment forthwith without notice or liability at any time in the event of any of the following:

(a) The Client terminates an Assignment by reason of the Personnel's misconduct, unauthorised absence, unsuitability, lack of technical ability, lack of performance, persistent minor breaches of these Terms or Client rules and regulations;

(b) References, approvals, certificates, clearances or consents referred to in clause 1.4 are not obtained within the time limit detailed in the Assignment Schedule, or where no such time limit is stated, within 30 days of the intended Start Date of the Assignment;

(c) The Client fails to enter into an explicit written contract with ReThink for the Assignment within 14 days of the Start Date on the Assignment Schedule, or the Client cancels the Assignment at any time prior to the Start Date;

(d) It transpires that the Contractor, as a limited company, is not or ceases to be a limited company registered in the United Kingdom (which for the avoidance of doubt does not include the Channel Islands or the Isle of Man).

(e) The agreement or specific order under which ReThink provides the services of the Contractor to the Client does not commence or terminates (for whatever reason);

(f) if in ReThink's reasonable opinion it is under a legal obligation to terminate.

The Contractor accepts that termination under sub-clauses 9.3(a) to 9.3(e) shall arise as a direct result of the unilateral decision/action of the Client, and it shall have no complaint or claim against ReThink as a result.

9.4 ReThink may terminate the Assignment without cause and for whatever reason by serving the notice period stated in the Assignment Schedule.

9.5 Either party shall be entitled to terminate an Assignment forthwith by notice in writing to the other party, if the other party shall commit or allow to be committed:

9.5.1 any material or irremediable breach of any of the Terms; or

9.5.2 any other breach of the Terms (not being material), where the party in breach shall fail to remedy any such breach (where capable of remedy) within 7 days after notice has been given by the innocent party to the party in breach requiring remedy of the same.

9.6 Save for the bona fide purpose of solvent reconstruction or amalgamation, if any action, application or proceeding is taken in respect of either party for (i) a voluntary arrangement or composition or reconstruction of its debts; (ii) the presentation of an administration petition; (iii) its winding-up or dissolution; (iv) the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer or (v) any similar action, application or proceeding in any jurisdiction to which it is subject or if it is unable to pay its debts, the other party may without prejudice to any of its other rights, terminate the Assignment forthwith by notice in writing.

9.7 Notwithstanding anything herein contained ReThink shall be entitled to immediately terminate the Assignment by notice in writing to the Contractor in the unlikely event that ReThink exercises its option to terminate its agreement with the Client for the Services of the Contractor, by reason of (1) the Client's material breach of contract or (2) a resolution being passed or petition being presented to wind up the Client's business or a receiver being appointed of the whole or part of the Client's assets.

9.8 Termination of an Assignment will be effective from the date that a valid termination notice under this Clause 9 is provided to the other party either verbally or in writing. Where notice has been provided verbally, this shall be confirmed in writing at the earliest opportunity.

9.9 Termination of an Assignment under any of the provisions hereof shall be without prejudice to the rights and obligations of the Parties arising hereto prior to, or as a result of, such termination.

10. Force Majeure

10.1 An Assignment may be suspended by either party at its option, if that party is unable to commence, continue or completely perform its obligations hereunder by reason (whether in the

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United Kingdom or elsewhere) of force majeure including, without limitation, fire, flood, aircraft damage, explosion, electrical failure, strikes, lock-outs, riots, civil commotion or state of national emergency, British Government action or any cause whatsoever (whether or not of a similar nature to the foregoing) which is not reasonably within that party's control, provided that notice is promptly given to the other party of suspension and stating the event relied upon.

10.2 In the event that a period of force majeure continues for a period in excess of 30 days then the Assignment to which the force majeure event applies may be terminated forthwith upon mutual agreement of the Parties.

11. Agency Workers Regulations 2010

11.1 The provisions of clause 11.4 below shall not apply to the Assignment in the event the Contractor is a personal services company ("PSC"). However in the event the Contractor is a PSC the Contractor warrants and undertakes that for the purposes of the Agency Workers Regulations 2010 ("Regulations"); (i) the Personnel is not acting in the capacity of an agency worker as defined by the Regulations; (ii) the Personnel is not under the supervision and direction of the Client; (iii) the Client and ReThink are both customers of the Contractor; (iv) it genuinely operates in business on its own account.

11.2 Accordingly, the Contractor warrants that the Personnel shall not assert any claim for equal treatment against either the Client or ReThink under the Regulations or any other legislation. In the event of any such assertion or claim, the Contractor shall indemnify ReThink on demand, for any claim, costs (including legal costs), damages incurred by, or awarded against the Client or ReThink, in respect of any such claim or allegation by the Personnel.

11.3 Notwithstanding the provisions of the above clauses, in the event the Personnel claims equal treatment under the Regulations, the Fee payable to the Personnel is deemed to be inclusive of any potential bonus which may or may not be payable, cost of any annual leave, other entitlements or any other elements of "pay" as defined by the Regulations.

11.4 However in the event the Contractor is an umbrella company supplier, then the provisions of clauses 11.1-11.3 shall not apply, however the following clauses shall apply;

11.4.1 Prior to the commencement of the Assignment, the Contractor shall request from ReThink information regarding basic working and employment conditions, ("Information"), to be provided to the Personnel under Regulation 5 of the Agency Workers Regulations 2010, ("Regulations"). ReThink shall in good faith shall take reasonable steps and provide Information to the Contractor; however, the Contractor undertakes to put ReThink on notice within 7 days of receipt, in respect of any Information which it believes may be insufficient or incomplete or does not allow the Contractor to provide equal treatment to the Personnel. ReThink shall take further reasonable steps to obtain such Information from the Client upon request.

11.4.2 The Contractor warrants and undertakes it shall provide the Personnel with equal treatment provided ReThink has complied with its obligations in clause 12.4.1 above. However this obligation shall not apply in respect of pay (as defined by the Regulations) in the event the Contractor employs the Personnel in accordance with its obligations under Regulations 10 and 11 otherwise known as a "Pay Between Assignments" arrangement.

11.4.3 Accordingly, provided ReThink has complied with its obligations in clause 12.4.1 above and provided the required level of Fees and Information is accurate, the Contractor undertakes that the Personnel shall not assert any claim for equal treatment pursuant to Regulation 5 against either the Client or ReThink under the Regulations. In the event of any such assertion or claim, the Contractor shall indemnify ReThink on demand, for any claim, costs (including legal costs) incurred by, or awarded against the Client or ReThink, in respect of any such claim or allegation by the Personnel.

11.4.4 Notwithstanding the provisions of the above, in the event the Personnel claims equal treatment under the Regulations, the Fee is deemed to be inclusive of any potential bonus which may or may not be payable, cost of any annual leave, other entitlements or any other elements of "pay" as defined by the Regulations.

12. General

12.1 ReThink confirms to the Contractor that in entering into this contract it does so in its capacity as a Consulting business.

12.2 Subject to Clause 9.8, any notice required to be given hereunder shall be sent by either (i) pre-paid first class post (ii) registered post (iii) recorded delivery post (iv) facsimile transmission (v) e-mail transmission. Notice served by post under methods (i), (ii) or (iii) shall be sent to the party to whom it is addressed at their last known address or place of business and shall be deemed to be served on the day following or if that day be a Sunday the second day following that upon which it shall be shown to have been posted. Notice served by facsimile or e-mail transmission under methods (iv) and (v) shall be sent to the party to whom it is addressed at their last known facsimile number or e-mail address respectively, and shall be deemed to be served on the same day unless it can be shown that the

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facsimile or email transmission did not successfully reach its intended destination.

12.3 Neither party shall, without the prior written consent of the other, assign sub-contract or transfer its rights and obligations under these Terms or any Assignment save that ReThink shall be entitled to assign its rights and obligations under these Terms or any Assignment, or to any purchaser of the whole or a substantial part of its business.

12.4 Without prejudice to the generality of Clause 12.3, it is specifically understood and accepted by the Parties that any attempt by the Contractor and/or the Personnel to attempt to terminate the Assignment for the purposes of transferring the rights and obligations there under to a new limited company Contractor is not permitted under any circumstances. Any waiver of this provision is only valid if confirmed in writing by an executive director or legal representative of ReThink.

12.5 If any provision of these Terms is held not to be valid but would be valid if part of the wording were deleted or amended, then such provision shall apply with such deletions/amendments as may be necessary to make it valid. If any of the provisions in these Terms are held not to be valid the remaining provisions of these Terms shall remain in full force and effect.

12.6 Should either party fail or delay to exercise any right or remedy, or part of a right or remedy under these Terms, it will not waive that right or remedy or the further exercise of that right or remedy, or the exercise of any other right or remedy, against the other party.

12.7 Both parties agree that these Terms shall not be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 1999 and these Terms or any Assignment can be rescinded or varied by agreement between the Parties without the consent of any such third party. For the purposes of this clause a third party means any person who is not party to this contract.

12.8 These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England (other than for enforcement where their jurisdiction shall be non-exclusive).

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RETHINK RECRUITMENT SOLUTIONS LIMITED INVOICE/TIMESHEET PROCEDURE (CO. 'OPT OUT' CONTRACTORS)

THIS DOCUMENT CONTAINS INFORMATION ESSENTIAL FOR THE SMOOTH PROCESSING OF CONTRACTOR PAYMENTS BY RETHINK RECRUITMENT SOLUTIONS LIMITED ("RETHINK"). IT SHALL FORM AN INTEGRAL PART OF CONTRACT AGREEMENTS BETWEEN RETHINK AND THE CONTRACTOR. FAILURE TO COMPLY WITH THE TERMS CONTAINED HEREIN MAY LEAD TO REJECTION OF INVOICES AND/OR TIMESHEETS/PROJECT REPORTS, AND PAYMENT BEING WITHHELD OR DELAYED AS A RESULT.

1. RECEIPT OF CONTRACT/COMPANY DOCUMENTATION

(a) Payments will only be made once ReThink is in receipt of the following documents:

(i) copy of Certificate of Incorporation
(ii) copy of Certificate of Registration for VAT (if VAT registered)
(iii) original contract document produced by ReThink, signed on behalf of the Contractor.

(b) Failure to provide ReThink with a VAT certificate will result in any VAT invoices submitted by the Contractor being paid net of VAT.

2. SUBMISSION OF TIMESHEETS/PROJECT REPORTS

(a) ReThink shall issue the Contractor with monthly timesheets upon demand.

(b) The Contractor should arrange for an authorised representative of the Client to sign timesheets on a **monthly** basis. The Contractor MUST ensure that the signed timesheet is faxed to ReThink as per the frequency set out in the Contractor's Pay Schedule profile (which will be provided by ReThink at the commencement of the Assignment).

(c) The Contractor shall not include, and will not be paid, Excess SSW hours on a timesheet, where the contract Special Conditions specify provision of Services on a 'Professional Day' basis.

(d) Where the nature of the Services is appropriate, and with the agreement of the Client, the Contractor may submit project reports (in a format to be agreed by all parties) in the place of timesheets. Project reports will provide an analysis of the Services performed in any given week or month, together with a breakdown of the hours spent providing the Services. These must be signed by an authorised representative of the Client to indicate the Client's acceptance of the Services performed. The Contractor should send original copies of duly signed project reports (unless zero hours have been supplied, in which case no Client signature is necessary) to ReThink on a weekly/monthly basis (as appropriate).

(e) Timesheets and project reports must note hours supplied in **units and fractions**, rounded up/down to the nearest quarter of an hour. Decimals should not be used; as this creates confusion as to the actual time spent (e.g. 8.5 may mean 8 hours 50 minutes or eight and a half hours). Where it is not clear how much time has been spent from the figure provided, ReThink will round down appropriately.

(f) ReThink shall provide the Contractor with timesheets, for the purpose of weekly/monthly submission of timesheets or project reports by fax.

(g) Timesheets and project reports must be completed fully, accurately and legibly in black pen. Missing or illegible details may result in delays.

3. SUBMISSION OF INVOICES

(a) The Contractor must submit an invoice to ReThink **by fax or email** as per the frequency set out in the Contractor's Pay Schedule profile, claiming payment for all Services performed that are covered by the outstanding timesheets/project reports that have been submitted up to the invoice date.

(b) Invoices should be in a clearly legible format and faxed or emailed to ReThink**.** The Contractor must ensure that all the following information is included on their invoice: Company Name and Address, Telephone and Fax (where available) contact details, Contractor Personnel Name, Contract Reference Number, Invoice Date and Reference Number, Bank Address, Sort Code and Account Number, Company Registration Number and VAT Registration Number (where the Contractor is registered for VAT).

(c) Any Excess SSW hours/days claimed at a different rate must be shown separately from hours/days claimed at the standard rate.

(d) Where the Contractor is VAT registered, VAT must also be claimed at the level set by law and shown as a separate item on the invoice.

4. CONTRACTOR PAYMENT

(a) Payments will be processed by ReThink as per the frequency stated in the Contractor's Pay Schedule, provided the provisions of this document have been complied with.

(b) Prompt payment of accounts is conditional upon the receipt of timesheets/project reports that have been signed by a duly authorised representative of the Client. The Contractor expressly understands the following:

(i) ReThink is under no duty to make payment for hours supplied, unless it has received the relevant timesheet/project report from the

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Contractor, specifying those hours supplied which has been verified and signed on behalf of the Contractor.

(ii) ReThink will be entitled to withhold payment from the Contractor on the basis that the relevant timesheet/project report has not been verified and countersigned by a duly authorised representative of the Client.

(c) ReThink shall make payment via direct bank transfer (normally via BACS). The Contractor is therefore under a duty to ensure that ReThink has been informed of the Contractor's correct bank account details, including branch address, sort code and account number. Any change of bank account details must be **immediately** notified to ReThink (failure to comply will result in payment being delayed until ReThink recovers all monies sent to the account details previously notified by the Contractor).
It is not sufficient to change bank details on invoices; ReThink needs **specific** written confirmation.

5. EXPENSES

(a) The Contractor should bill expenses, which are allowed by the contract, and should be submitted to the same time scales and cycles as invoices for Services, and will be paid to the same payment terms.

(c) ReThink will only pay against expenses invoices that are fully completed and supported by the following documentation:
(i) All relevant receipts/statements/invoices; and
(ii) Written confirmation from the Client, signed by a duly authorised representative, authorising the Contractor to incur such expenses.

6. DISCREPANCIES

(a) In the event that ReThink receives timesheets/project reports that have not been signed by the Client, ReThink will notify the Contractor at its earliest convenience and request the Contractor to resubmit the timesheet/project report, duly signed by the Client, in order to ensure prompt payment. In the event that the Contractor declines to submit a Client-signed timesheet/project report, the provisions of 4(b) (ii) above shall apply.

(b) Any missing details or discrepancies of addition that are contained within timesheets, project reports or invoices will lead to the incomplete or inaccurate documentation being rejected and sent back to the Contractor, with a note of the missing detail or discrepancy. This documentation must then be corrected and re-submitted before it can be processed by ReThink.

(c) Where VAT is claimed but the invoice does not comply with VAT invoice requirements, ReThink reserves the right to pay the invoice net of VAT to avoid delay in payment. The VAT element may be subsequently settled upon receipt of a correct invoice.

7. COMPLIANCE

(a) It is imperative that the terms of this document are followed for ReThink administrative purposes; particular attention is drawn to the requirement to submit timesheets/project reports to ReThink on a timely basis. Even where the Contractor wishes to delay invoicing for any reason, the Contractor understands that this does not affect the strict requirement to submit timesheets/project reports promptly, as per the terms of the contract.

(b) Any persistent or deliberate withholding of timesheets/project reports on the part of the Contractor shall be regarded by ReThink as a **material breach** of the contract and shall entitle ReThink to terminate the contract forthwith.

(c) Where a timesheet/project report is received by ReThink on a date which is over five weeks from the last date of service noted on that timesheet/project report, ReThink shall be entitled at its discretion to withhold payment against that timesheet/project report until such monies for the Services provided are received by ReThink from the Client.

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