

Terry Saunders
4 Twyford Lane
Walnut Tree
Milton Keynes
Bucks
MK7 7BN

21 August 2015

Dear Terry

RE: AGREEMENT NO. 207511

We are pleased to confirm our offer of an Assignment with Tracoinsa Systems UK Limited via your Limited Company. The Particulars of Assignment and G2's General Contract Terms (*amended as of 12 February 2015*) below, set out the terms the Agreement for this Assignment.

Online timesheets

G2 operates an online timesheet system for all Assignments. This is designed for your convenience to help you easily manage your payments during your Assignment. The online timesheet system allows for reduced administration, a fast payment lifecycle, full tracking of timesheets from invoice to payment, and access to historical payment information. You can find more information at <https://portal.g2recruitment.com> and in Appendix 1 below.

If you decide not to use G2's online timesheet system, you must notify me in advance of the Start Date and email electronic copies of G2's timesheets on a weekly basis to timesheets@g2recruitment.com.

Invoicing

To allow us to pay you for approved hours/days that you provide services to the Client, G2 needs an invoice, in addition to the approved timesheet.

If your Limited Company is VAT registered in the UK, you are required to sign up to G2's VAT self-billing process. This will mean that you do not need to send a separate supplier invoice to G2 and instead you will simply submit an online timesheet (using G2's online timesheet system) and G2 will generate the supplier VAT invoice on your behalf and follow this up with payment in line with the Agreement. A copy of your VAT self-bill invoice will be emailed from remittances@g2recruitment.com after payment has been made.

Once we have verified your VAT certificate, we will email you G2 Recruitment's Self Billing agreement via Echosign.

g2 recruitment 4th floor, broad quay house, prince street, bristol bs1 4dj
t 0117 968 9000 f 0117 968 9001 e contact@g2recruitment.com w www.g2recruitment.com

g2 recruitment solutions limited is registered in england and wales. company registration number: 04940199
registered office: 4th floor, broad quay house, prince street, bristol bs1 4dj vat no. 182819383



If your Limited Company is not VAT registered you may still utilise G2 self-billing process by signing up to G2 self-invoicing agreement. This will mean that you do not need to send a separate supplier invoice to G2 and instead you will simply submit an online timesheet (using G2's online timesheet system) and G2 will generate a self-invoice on your behalf and follow this up with payment in line with the Agreement. A copy of your invoice will be emailed from remittances@g2recruitment.com after payment has been made.

If you do not want to use G2 self-billing process you must notify G2 in advance and invoice on a weekly basis for the approved hours/days worked (payment will not be made without a supplier invoice). The deadline for receipt of invoices is Monday 12pm (GMT) Invoices should be emailed with approved timesheets to timesheets@g2recruitment.com.

Next steps

To ensure the smooth payment to your Limited Company, please complete the following steps;

1. Sign the Agreement by using the electronic the link below;
2. If your Limited Company is registered for VAT in the UK;
 - a. Email me a copy of your company's VAT registration certificate; then
 - b. Sign the Self Billing Agreement using the Electronic link;
3. Confirm your Limited Company's business account details;
4. Email me a copy of your Limited Company's Certificate of Incorporation; and
5. Registration documents showing that you are a director and shareholder of your Limited Company.

Please do not hesitate to contact me should you have any queries.

I hope you have a successful and rewarding assignment.

Yours sincerely,


[Alex Huband \(Aug 21, 2015\)](#)

Alex Huband
Consultant
G2 Recruitment Solutions Ltd



CANDIDATE CONTRACT – Agreement No. 207511

AGREEMENT FOR THE SUPPLY OF CONSULTANT SERVICES: SERVICE PROVIDER

CONTRACT DETAILS

THIS AGREEMENT (Agreement No. 207511) is dated the 21 August 2015

BETWEEN:

- (1) G2 Recruitment Solutions Limited (Company No. 04940199) a company incorporated in England and Wales whose registered office is at 4th Floor, Broad Quay House, Prince Street, Bristol. BS1 4DJ (“**G2**”); and
- (2) CAD Services MK Limited (Company No. 07849523) a company incorporated in England and Wales whose registered office is at 5 Jupiter House, Calleva Park, Aldermaston, Reading, Berkshire, RG7 8NN (the “**Service Provider**”).

IT IS AGREED that the Service Provider shall provide the Consultant Services for the Client in accordance with the terms of this Agreement (which includes the G2 Recruitment General Contract Terms for Service Providers) which is a contract for services.

A PARTICULARS OF ASSIGNMENT

Assignment “ Start Date ”	3 Sep 2015;
Assignment “ End Date ”	2 Dec 2015 or (if earlier) the date on which the G2 Notice Period or the Service Provider Notice Period (if applicable) expires or such other date as G2 and the Service Provider may agree in writing;
“ G2 Notice Period ”	Immediate notice for the first 7 Calendar days and thereafter 7 days’ notice;
“ Service Provider Notice Period ”	no entitlement to give notice;
“ Payment Rate ”	the rate of fees payable by G2 to the Service Provider under this Agreement at whichever is applicable of the Normal Rate and the Premium Rate (if applicable) as may be varied in accordance with the General Contract Terms (for Service Providers);
“ Normal Rate ”	£27.00 per Hour for Services performed in Normal Working Hours. A pro-rata amount will be calculated where Services performed are less than Normal Working Hours;

Premium Rate	(a) £27.00 per Hour/Pro-rata for Services performed outside Normal Working Hours on Business Days; and (b) £27.00 per Hour/Pro-rata for Services performed on days other than Business Days;
Normal Working Hours	8.00 hours per Business Day / 40.00 hours per week;
Consultant Services	to be performed as a Mechanical Design Engineer ;
Client	the client of G2 requiring the Consultant Services, whose details are set out in Part B below;
End User Client	if applicable, the Client's client or other third party for whom the Consultant Services are to be performed whose details are set out in Part B below, or such other person as may be agreed between the parties in writing from time to time;
Consultant	any person supplied by the Service Provider to provide the Consultant Services to the Client , whose details are set out in Part C below, or any replacement pursuant to Clause 11.2 of this Agreement.

B THE CLIENT

Client name	Tracoinsa Systems UK Limited
Client registered address	960 Capability Green, Luton, LU1 3PE
Location(s) at which Consultant Services to be performed (if different from above)	
End User Client name (if applicable)	

C THE CONSULTANT

Consultant name	Terry Saunders
Consultant address	4 Twyford Lane, Walnut Tree, Milton Keynes. MK7 7BN

D ADDITIONAL PROVISIONS

The following provisions shall apply to the assignment

Dangerous Country	Clause 2.9.5 and 3.7.3 does not apply.
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Until the Assignment Start Date, any appointment pursuant to this Agreement shall be subject to the Client not giving notice to G2 that it no longer requires the Consultant Services of the Service Provider (and, if such notice is given, G2 shall notify the Service Provider and this Agreement shall automatically terminate without either party being liable to the other)

Agreed for and on behalf of)
G2 RECRUITMENT SOLUTIONS LIMITED

) 
Paul King (21 August 2015)
Director

Agreed for and on behalf of)
the **SERVICE PROVIDER**

) 
Terry Saunders (Aug 28, 2015)
Director



G2 RECRUITMENT SOLUTIONS LIMITED GENERAL CONTRACT TERMS FOR SERVICE PROVIDERS

1 INTERPRETATION AND DEFINITIONS

1.1 In this Agreement the following words and expressions have the following meanings:

“Agreement”	means the agreement between G2 and the Service Provider for the supply of Services, which shall comprise the terms and conditions set out herein together with any Contract Details attached to these terms;
“Application Documents”	means any tender documentation, application form or other written information provided by the Service Provider or the Consultant to G2 about the experience, training, qualifications, authorisations and general suitability of the Service Provider and/or the Consultant for performing the Consultant Services;
“Assignment”	means the period during which the Service Provider shall provide Consultant Services for the Client;
“Best Industry Practice”	in relation to any undertaking and any circumstances, the exercise of the skill, diligence, prudence, foresight and judgment which would be expected from a highly skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances, applying the best standards currently generally applied in the relevant industry;
“Business Day”	means any day (other than Saturday or Sunday) on which clearing banks are open for business in London;
“Client’s Systems”	means the telecommunications systems, computer systems, computer programs, databases, the tangible media systems which the Client and/or the End User Client (as appropriate) makes available to the Service Provider and/or the Consultant for use in relation to the Consultant Services;
“Conduct Regulations”	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended from time to time) and references to a particular Regulation are references contained therein;
“Consultant”	the person supplied by the Service Provider to provide Consultant Services to the Client as defined from time to time in Part C above and any replacement consultant pursuant to Clause 12.2 , and shall include the Service Provider if the Service Provider is a registered freelancer;
“Dangerous Country”	means a country for which the UK’s Foreign and Commonwealth Office advises against all travel or only essential travel to all or parts of that country at any time prior to, during or immediately after an Assignment;
“Data Protection Laws”	means the Data Protection Act 1998, any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data;
“End User Client”	if applicable, the Client’s client or other third party for whom the Consultant Services are to be performed;
“Force Majeure Event”	as defined in Clause 14 ;
“Group”	means, in relation to a company, that company, each and any subsidiary or holding company from time to time of that company, and each and any subsidiary from time to time of a holding company of that company;

**“holding company” and
“subsidiary”**

“holding company” and “subsidiary” as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that : (a) references in sub sections 1159(1)(a) and (c) to voting rights are to the members’ rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights;

“Intellectual Property Rights”

means any and all present and future copyrights, registered designs, patents, trade marks, service marks, design rights (whether registered or unregistered), semiconductor topography rights, applications for any of the above, rights to extract or re-utilise data, database rights, trade secrets, rights of confidence and all other similar rights recognised in any part of the world;

“Intermediaries Legislation”

means the amendments to the laws of the United Kingdom , namely the Income Tax (Earnings and Pensions) Act 2003 and the Social Security (Categorisation of Earners) Regulations 1978 enacted in the Finance Bill 2014 and National Insurance Contributions Act 2014;

“Location(s)”

means the location(s) at which the Client or the End User Client (where applicable) requires the Consultant Services to be supplied, as set out from time to time in Part B above, or such other location(s) as the parties may agree in writing from time to time;

“Losses”

means any and all losses, liabilities, damages, costs (including legal fees on a full indemnity basis), claims (whether valid or invalid and whether deemed alleged or upheld), actions, judgments, liabilities, expenses whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, and management time) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;

“Service Provider”

means the freelancer, firm or corporate body introduced to the Client by G2 to carry out an Assignment (and save where otherwise indicated includes the Consultant(s) and any third party to whom the provision of the Assignment is sub-contracted with the prior approval of the Client). The Consultant may be referred to separately to aid clarity.

“Services”

the Consultant Services, and any additional services provided to the Client or the End User as required from time to time;

“Work Results”

means any item of work carried out and delivered pursuant to this Agreement as part of or arising out of the Consultant Services, such as any hardware, software, data schema or other technology or any design or recommendation for the foregoing and any prepared materials such as reports, spreadsheets and similar documents and any updates, additions or modifications to the same.



- 1.2 Each term starting with a capital letter and not defined in **Clause 1.1** or elsewhere in this Agreement is as defined in Parts A to D above.
- 1.3 Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement) and all subordinate legislation made (before or after this Agreement) under it from time to time.
- 1.4 Where the context permits, words denoting persons shall include bodies corporate and unincorporated associations of persons, the singular includes the plural and vice versa and one gender shall include any gender.
- 1.5 The headings in this Agreement are for ease of reference only and do not affect its interpretation and any reference in this Agreement to a Clause is, unless otherwise stated, to a Clause of this Agreement.
- 1.6 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.7 This Agreement is deemed to have been accepted by the Service Provider on the earlier of the date it is signed by the Service Provider or on which the Consultant Services commence.

2 SERVICE PROVIDER'S OBLIGATIONS

The Service Provider shall:

- 2.1 supply the Consultant Services at the Location(s) in accordance with Best Industry Practice;
- 2.2 have and maintain (and shall procure that a Consultant shall have and maintain) the experience, training, qualifications and any authorisation necessary, or which are required by the Client, the End Client (where applicable), any applicable law, regulation or by any professional body, in order to perform the Consultant Services and shall provide up to date evidence of such training, qualifications and authorisations to G2 prior to the start of the Assignment;
- 2.3 complete and submit weekly timesheets on G2's Electronic Timesheet Portal, in line with Appendix 1, as an accurate record of the Consultant Services provided, in order for an authorised representative of the Client or the End User Client (where applicable) to approve or reject the timesheet within 7 calendar days of the last Business Day covered by the relevant timesheet. Alternative timesheet arrangements must be agreed with G2 and the Client or the End User Client (where applicable), prior to the Start Date. The Service Provider also:
 - 2.3.1 agrees to notify G2 immediately of any delay in submitting such timesheets which is not within the Service Provider's control;
 - 2.3.2 acknowledges that failure by the Service Provider so to deliver and return any timesheet may result in delay or non-payment to the Service Provider;
 - 2.3.3 agrees that failure by the Service Provider so to deliver and return any timesheet shall constitute a breach of this Agreement entitling G2 to terminate the Agreement and claim damages against the Service Provider for any Losses suffered or incurred by G2; and
 - 2.3.4 confirms that, by signing this Agreement, it is aware that it could be a criminal offence for the Service Provider and/or the Consultant to falsify any timesheet, for example by claiming that the Consultant Services were supplied for hours for which they were not in fact supplied;
- 2.4 comply with all the Client's or End User Client's health and safety, site and security regulations and policies while performing the Consultant Services and/or at the Location(s);
- 2.5 certify that the Consultant fit to travel and confirms that the Consultant shall not travel against the advice of a Medical Practitioner or for the purpose of obtaining treatment;
- 2.6 submit itself or the Consultant to any screening or vetting requested by the Client or End User Client;
- 2.7 comply with the Client's or End User Client's IT security policies and protocols when accessing or using the Client's Systems (which it may only do with the consent of the Client) and take all

precautions in accordance with Best Industry Practice to avoid introducing any viruses into the Client's Systems or otherwise corrupting the Client's (or its clients') data, and indemnify G2 for all Losses incurred by G2 arising out of:

- 2.7.1 the Service Provider's failure to comply with its obligations in this **Clause 2**; or
- 2.7.2 any deliberate or negligent act or omission of the Service Provider or the Consultant that introduces a virus into the Client's Systems or corrupts the Client's (or its clients') data;
- 2.8 not engage in any conduct detrimental to the interests of G2 or the Client, including, without limitation, any conduct likely to bring G2 or the Client or the End User Client into disrepute;
- 2.9 give reasonable notice to G2 and the Client of any period during which the Service Provider will not be providing the Consultant Services, not to exceed 2 working days without prior approval from the Client or End User Client;
- 2.10 at all times during the term of this Agreement and for a period of 3 years thereafter, maintain the provision of adequate and fully paid up insurance policies with reputable and substantial insurance providers, satisfactory to G2 (and shall provide G2 with a copy of the relevant policy and the receipt of policy premiums prior to the start of the Assignment) to the specified limits below including but not limited to:
 - 2.10.1 Public Liability insurance covering property damage or loss and personnel injury or death arising out of or in any way connected with the performance of the Services for a minimum amount of five million pounds sterling (£5,000,000) for any one occurrence and unlimited in aggregate;
 - 2.10.2 Employer's Liability and/or (where the jurisdiction of the Location requires the same) Worker's Compensation Insurance for the minimum amounts required by any applicable law, but no less than a minimum amount of ten million pounds sterling (£10,000,000) covering the Service Provider and the Consultant to the full extent required by all laws having jurisdiction over such persons and/or locations (including offshore locations) where the Services are being performed;
 - 2.10.3 Professional Indemnity insurance covering the Consultant Services and their services of the Service Provider for a minimum amount of two million pounds sterling (£2,000,000) in the annual aggregate;
 - 2.10.4 (when travelling or working offshore as part of the Consultant Services or instructed by G2) G2 business travel and personal accident insurance for the minimum amounts required by applicable law, but no less than a minimum amount of one million pounds sterling (£1,000,000) the Consultant to the full extent required by all laws having jurisdiction over such persons and/or the applicable locations (including offshore locations) where the Services are being performed;
 - 2.10.5 (when traveling to a Dangerous Country as part of the Consultant Services or instructed by G2) kidnap and ransom insurance with a minimum ransom limit of one million pounds sterling (£1,000,000) per insured event and unlimited cover for consultant & advisor costs; and
 - 2.10.6 any other insurance cover required by applicable law or notified to be required by G2, the Client or End User Client (where applicable) at any time;
- 2.11 The Service Provider shall provide G2 with notice, not less than 30 days' notice, of cancellation of or material changes to such insurance and (if requested by G2), the Service Provider shall procure that its insurers shall waive their rights of subrogation against G2, the Client and the End User Client (if appropriate);
- 2.12 supply to all information required by the Intermediaries Legislation and any Application Documents, qualifications or authorisations, company registration documents, insurance policies or immigration documents required by law or any professional body to have in order to provide the Consultant Services to the Client;
- 2.13 provide at its own cost all such personal protection, safety, work equipment, other safety services as may be deemed reasonably necessary and training for the Consultant as is reasonable for the adequate performance of the Consultant Services;



- 2.14 unless otherwise agreed in writing with G2 or the Client, arrange and pay for all travel arrangements (including evacuation and repatriation), appropriate security and secure accommodation during the Assignment and those arising as a result of its termination;
- 2.15 not (without the prior written consent of G2 and/or the Client) accept any consultancy, employment, directorship or other position or engagement which would (or may, in the reasonable opinion of G2) compromise or create a conflict of interest with its obligations under this Agreement;
- 2.16 shall be liable for any defects or deficiencies arising in relation to the Services and shall, where requested, rectify at its own cost and in its own time such defects or deficiencies as may be capable of remedy within a reasonable period from such request;
- 2.17 immediately notify G2, the Client and End User Client of any personal injury sustained by the Consultant or any incident resulting in injury, loss or damage to any party in which the Consultant is involved during the course of performing the Services; and
- 2.18 procure that the Consultant shall comply with the provisions of **Clauses 2, 5, 6, 7, 8, 9, 13, 14 and 17** as if the Consultant were a party to this Agreement in place of the Service Provider.

3 G2'S OBLIGATIONS

G2 shall:

- 3.1 introduce the Client and the Service Provider and arrange and facilitate any discussion, meeting or interview necessary to achieve confirmation of any assignment;
- 3.2 keep records of all paperwork submitted in accordance with this Agreement. G2 will not verify the accuracy of any Application Documents, qualifications or authorisations, company registration documents, insurance policies or immigration documents submitted to it by the Service Provider;
- 3.3 pass to the Service Provider any relevant information, documents, regulations, Client policies and protocols provided to it by the Client;
- 3.4 communicate feedback from the Client where necessary to the Service Provider. G2 will not supervise the Service Provider in its day to day delivery of the Consultant Services;
- 3.5 Pay the Service Provider in accordance with **Clause 5**.
- 3.6 G2 shall be deemed to have fulfilled its obligations if it can show that it took reasonable steps to communicate any information received from the Client (and if applicable the End User Client) to the Service Provider (or Consultant as appropriate) and vice versa.
- 3.7 G2 shall not be liable for:
 - 3.7.1 The compliance (or failure to comply) with any immigration, visa requirements, tax, or local law that applies in relation to any Location and/or country of residence of the Consultant or Service Provider;
 - 3.7.2 The authenticity, validity or sufficiency of any identification documents, qualifications, certification, accreditation, references, history of criminal offences, or security clearances;
 - 3.7.3 The additional costs or expenses that may be incurred by the Service Provider relating to the delivery (or failure to deliver) Consultant Services in a Dangerous Country.

4 LIABILITY AND INDEMNITIES

- 4.1 The Service Provider shall be responsible for and shall save, indemnify, defend and hold harmless G2 and the G2 Group from and against all claims, losses, damages, costs (including legal costs) or expenses and liabilities in respect of:
 - 4.1.1 loss of or damage to the property of the Service Provider whether owned, hired, leased or otherwise provided by the Service Provider and/or the Consultant or consultants arising from or relating to the performance of this Agreement;
 - 4.1.2 personal injury including death or disease to the Consultant or consultants arising from or relating to the performance of this Agreement;



- 4.1.3 personal injury including death or disease or damage to the property of any third party to the extent that any such injury loss or damage is caused by the negligence or the breach of duty (whether statutory or otherwise) of the Service Provider. For the purpose of this sub clause “third party” shall mean party which is not G2 or the Service Provider or Consultant.
- 4.2 G2 shall be responsible for and shall save, indemnify, defend and hold harmless the Service Provider from and against all claims, losses, damages, costs (including legal costs) or expenses and liabilities in respect of:
- 4.2.1 loss or damage to the property of G2, arising from or relating to the performance of this Agreement;
- 4.2.2 personal injury including death or disease to any person employed by G2 arising from or relating to the performance of this Agreement;
- 4.2.3 personal injury including death or disease or damage to the property of any third party to the extent that any such injury loss or damage is caused by the negligence or the breach of duty (whether statutory or otherwise) of G2. For the purpose of this sub clause “third party” shall mean party which is not G2 or the Service Provider or Consultant;
- 4.3 All exclusions and indemnities given under this clause (save for those under Clause 4.1.3 and Clause 4.2.3) and under this Agreement shall apply irrespective of cause and notwithstanding negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party shall apply irrespective of any claim in law, contract or otherwise;
- 4.3.1 If either party becomes aware of any incident likely to give rise to a claim under the above indemnities, they shall notify the other and both parties shall co-operate fully in investigating the incident; and
- 4.3.2 G2 shall save, indemnify, defend and hold harmless the Service Provider from G2's own consequential loss and the Service Provider shall save, indemnify, defend and hold harmless G2 from the Service Provider's own consequential loss.

5 CALCULATION AND PAYMENT OF FEES

- 5.1 The Service Provider is only entitled to payment for Consultant Services that are supported by accurate timesheets, completed and authorised by the Client or End User Client (where applicable) in compliance with **Clause 2.3** and any reasonable instructions by G2.
- 5.2 If the Service Provider is registered for VAT in the UK, it shall provide G2 with its VAT certificate, enter into the G2 Self Billing Agreement and accept self-billed invoices for the Services raised by G2 based on the hours/days authorised by the Client on G2's Electronic Timesheet Portal and the agreed Payment Rate. If the Service Provider is not registered for VAT in the UK, it shall enter into the G2 Self-Invoicing Agreement or issue invoices for the Services on a weekly basis to G2 Recruitment Solutions Limited, Accounts Department, Broad Quay House, Prince Street, Bristol BS1 4DJ based on hours/days authorised by the client on G2 timesheets and the agreed Payment Rate. G2 shall pay compliant invoices within 30 calendar days of receipt. Payment will only be made for correctly invoiced time.
- 5.3 The Service Provider shall only be paid at Payment Rates other than the Normal Rate where the Client has authorised the relevant work to be done at such rates.
- 5.4 The Service Provider shall provide G2 with proof of the Service Provider's ownership and directorship (if applicable), a copy of its certificate of incorporation and, if applicable, VAT registration certificate, prior to the Start Date. G2 shall be entitled to withhold payment from the Service Provider until G2 has received such copy documentation.



- 5.5 Notwithstanding **Clause 5.7**, G2 shall be entitled to make any deductions from payments due in order to comply with any of its legal and/or statutory obligations. G2 shall be entitled to deduct any payments of bank charges incurred when making any payment to the Service Provider.
- 5.6 G2 shall not be obliged to pay the Service Provider for Consultant Services supported by timesheets received by G2 more than 40 calendar days from the week ending date of the relevant timesheet.
- 5.7 If G2 has reason to believe that the Client may not pay G2 its invoices (or parts of them) in relation to the Services, or that the Service Provider is not complying with its obligations in accordance with this Agreement or the requests of the Client, the Service Provider agrees that G2 may delay, withhold or withdraw payment to the Service Provider.
- 5.8 G2 shall have no obligation to pay the Service Provider in the event that the Client is subject to a winding up or administration order, or is subject to a petition of bankruptcy, or a voluntary arrangement has been approved, or a receiver, administrative receiver, liquidator or administrator has been appointed;
- 5.9 G2 shall be entitled to set off against any sum it may be liable to pay the Service Provider any sums the Service Provider may be or become liable to pay G2, the Client, the End Client, a tax authority or any third party (including but not limited to any claims or payments of withholding tax), in connection with this Agreement.
- 5.10 Unless otherwise agreed in writing, the Service Provider shall not be entitled to claim from G2 (or the Client) any expenses incurred in connection with the performance of the Consultant Services.
- 5.11 For the avoidance of doubt, no payment shall be made to the Service Provider if the provision of the Consultant Services does not commence on the Start Date or does not commence at all for whatever reason.
- 5.12 All amounts payable under this Agreement are exclusive of value added tax which, if applicable, shall be payable by G2 at the prevailing rate on production by the Service Provider of the Service Provider's VAT certificate and VAT invoice. G2 may delay, withhold or withdraw any payment until the Service Provider delivers VAT invoices to G2 for any Services under this Agreement.

6 SERVICE PROVIDER'S STATUS

- 6.1 Nothing contained herein shall constitute a relationship of employer and employee or any partnership between G2 and the Service Provider or Consultant. The parties acknowledge that neither the Service Provider nor the Consultant is the employee, worker, agent, partner or servant of G2 (or the Client) and accordingly;
- 6.1.1 the Service Provider is engaged by G2 as an independent contractor under a contract for services, shall supervise direct and control the activities of the Consultant, shall freely and independently arrange its activities and perform the Services at a location agreed with the Client, which can include its own place of business, subject to complying with any service related timetable or other targets as are agreed by the Service Provider with the Client or End User Client;
- 6.1.2 this Agreement is not an exclusive arrangement and (subject to **Clauses 2 and 7**) nothing in this Agreement shall prevent the Service Provider or the Consultant from engaging in other consultancy, computer systems analysis, programming and/or project management services or any other services for any third party;
- 6.1.3 the Service Provider and the Consultant should make its and his own sickness, disability, insurance and pension arrangements;
- 6.1.4 the Service Provider shall be paid gross (save to the extent required otherwise by law);

- 6.1.5 neither the Service Provider nor the Consultant have authority to contract on behalf of G2 and the Service Provider shall not (and shall procure that the Consultant shall not) purport to bind G2 in any way;
- 6.1.6 G2 is not obliged to put the Service Provider or the Consultant forward for consideration by the Client for the provision of services nor is the Service Provider or the Consultant obliged to provide services to the Client beyond the termination or expiry of this Agreement;
- 6.1.7 the Service Provider shall (and shall procure that the Consultant shall) comply with all legal and fiscal obligations of the country in which the Consultant Services are performed including but not limited to the obligations in **Clause 6.1.8**, the Working Time Regulations 1998 or local equivalent (if applicable) and any requirement to register residency;
- 6.1.8 the Service Provider shall account to the appropriate authorities for all tax (including Value Added Tax), National Insurance contributions and social security levies (if any) (or any overseas equivalents of the same) payable in respect of sums paid to the Service Provider or by it to the Consultant in connection with this Agreement and shall procure that the Consultant shall also account to the appropriate authorities for all such tax and other sums payable by the Consultant in respect of sums paid to the Consultant which relate in any way to this Agreement;
- 6.2 the Service Provider shall (and shall procure that the Consultant shall) comply with the provisions of the Asylum and Immigration Act 1996 or immigration law applicable to the jurisdiction in which the Services are performed in all relevant respects and, if it or its Consultant is subject to immigration control for the purposes of such acts, the Service Provider warrants that it or its Consultant:
 - 6.2.1 has valid and subsisting leave to enter and remain in the United Kingdom, or the jurisdiction in which the Services are performed for the duration of this Agreement; and
 - 6.2.2 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;
- 6.3 the Service Provider shall indemnify G2 (or, as the case may be, the Client) from and against any Losses which G2 (or, as the case may be, the Client):
 - 6.3.1 may suffer or incur as a result of the failure of the Service Provider to comply with the terms of this **Clause 6**;
 - 6.3.2 may suffer as a result of any claim made by the Client, End User Client, Client Contact, Consultant or any other third party, which shall include applicable tax or social security authorities, in connection with this Agreement, and
 - 6.3.3 would not have suffered or incurred but for:
 - 6.3.3.1 the Service Provider or the Consultant claiming to be; and/or
 - 6.3.3.2 some official, public body or authority for any purpose regarding the Service Provider or the Consultant as, an employee or worker of G2 (or, as the case may be, the Client or End User Client) or otherwise entitled to any rights or benefits that employees or workers enjoy;
 - 6.3.3.3 some official, public body or authority determining an Assignment's Payment Rates subject to deduction at source of taxes, National Insurance/Social Costs or other deductions which shall include the enforcement of the Intermediaries Legislation.
- 6.4 nothing in this Agreement shall oblige G2 or the Client to provide the Service Provider or the Consultant with work or training or to seek patent or other protection for any Work Results or exploit

any Work Results or make any special payment to the Service Provider or the Consultant in respect of any Work Result.

- 6.5 G2 is entitled to withhold payments to the Service Provider until it is in receipt of copies or other evidence of the Service Provider's and Consultant's, if applicable, registration, tax registrations (including value added tax), confirmation of the Consultant's compliant immigration status, relevant qualifications and authorisations as required by the Client or by applicable law or professional body and such other compliance documentation as may be required by the Client or End User Client and made known to the Service Provider (the Compliance Evidence). The Assignment Start Date is subject to delay if the Compliance Evidence is not submitted within a reasonable time (generally agreed as within 7 days of request).
- 6.6 should the Compliance Evidence not be provided within a reasonable time or be considered unsatisfactory, then the Service Provider may be required to provide his services via an employed solution with a service provider satisfactory to G2. G2 does not need to exercise its Right to Audit set out in **Clause 18** prior to relying on this sub clause.

7 CONFIDENTIALITY

The Service Provider shall (and shall procure that the Consultant shall):

- 7.1 keep confidential all information relating to Work Results, Intellectual Property Rights in the Work Results, and G2's, the Client's or any other G2 client's business and affairs (including, for the avoidance of doubt, Payment Rates) ("**Confidential Information**") which may become known to it in connection with the supply of the Consultant Services or this Agreement;
- 7.2 not use any Confidential Information except for the purposes of performing the Consultant Services;
- 7.3 without delay enter into any and all assignments of Intellectual Property Rights (relating to the Work Results) or confidentiality undertakings that G2 or the Client may require it to enter into;
- 7.4 not without the Client's express written permission remove from the Client's premises any material containing any Confidential Information; and
- 7.5 on request, return to G2 (or as G2 may direct) all material in its or the Consultant's possession or control and belonging to the Client or G2 and/or containing Confidential Information.

8 WORK RESULTS

8.1 The Service Provider shall:

- 8.1.1 disclose and deliver to G2 (or the Client or other nominee of G2 ("**G2's Nominee**")) for the exclusive use and benefit of G2 (or G2's Nominee) any Work Results promptly upon making, devising or discovering them;
- 8.1.2 give all information and data in its and/or the Consultant's possession as to the exact mode of working or producing the Work Results to G2 (or G2's Nominee);
- 8.1.3 give such explanations and instructions to G2 (or G2's Nominee) in relation to the Work Results as may be necessary to enable them to be used properly and furnish G2 (or G2's Nominee) with all necessary plans, drawings, formulae and models;
- 8.1.4 at the request of G2, execute and do all acts and things reasonably necessary to enable G2 (or G2's Nominee) to apply for and obtain protection for the Work Results in any and all countries and to vest title to the Work Results in G2 (or G2's Nominee) absolutely;
- 8.1.5 during and at all times after termination or expiry of this Agreement, not do anything (by omission or commission) to affect or imperil the validity of such protection of the Work Results; and



- 8.1.6 at the direction of G2 render all assistance within its/his power to obtain and maintain such protection or application or any extension of it.
- 8.2 The Service Provider hereby assigns to G2 (or G2's Nominee) all present and future Intellectual Property Rights in or relating to the Work Results including, without limitation, the right to sue for past infringements, provided that, where by prior written agreement between G2 and the Service Provider it has been agreed that the Service Provider or the Consultant shall retain ownership of any Intellectual Property Rights, the Service Provider grants and shall procure that the Consultant shall grant to G2 (or, as it directs) a transferable, royalty-free, non-exclusive, world-wide, (irrevocable) unlimited in time licence to use at no additional cost such Intellectual Property Rights for any purposes required at the time of delivery or in the future by the grantee.
- 8.3 The Service Provider shall from time to time do all such acts and things and sign all such documents (without cost to G2 or the Client) at the request of G2 as may be necessary to perfect the assignments referred to in **Clause 8.2**.
- 8.4 The Service Provider hereby irrevocably waives in favour of G2 (and G2's Nominees, licensees and assignees):
- 8.4.1 all moral rights and/or authorship rights worldwide; and
- 8.4.2 any rights to compensation in respect of the use of any patents or other Intellectual Property Rights in relation to the Work Results to the fullest extent (if any) permitted by law.

9 INTELLECTUAL PROPERTY RIGHTS WARRANTY AND INDEMNITY

- 9.1 The Service Provider warrants, represents and undertakes to G2 that:
- 9.1.1 it has all licences and consents necessary to provide the Consultant Services;
- 9.1.2 it is the sole legal and beneficial owner free from any charges, liens, licences or other encumbrances of the Intellectual Property Rights in or relating to the Work Results; and
- 9.1.3 it is entitled to assign them to G2 or G2's Nominee pursuant to **Clause 8.2** and that supply of the Consultant Services shall not infringe the Intellectual Property Rights of any person.
- 9.2 The Service Provider shall indemnify G2 against all Losses incurred by G2 arising out of:
- 9.2.1 a breach of the warranty in **Clause 9.1** and/or
- 9.2.2 a third party alleging infringement of its Intellectual Property Rights as a result of or in connection with the provision of the Consultant Services by the Service Provider and/or the Consultant.
- 9.3 If the Service Provider becomes aware of a matter which may give rise to any such claims or proceedings, the Service Provider shall promptly notify G2 in writing, giving details of any claim or proceedings brought or threatened against the Service Provider and/or the Consultant, make no admission relating to such claim and permit G2 to conduct all negotiations, proceedings and settlements in relation to any such claim at the Service Provider's cost and expense.
- 9.4 The Service Provider agrees to give G2 all reasonable assistance in connection with any such claims or proceedings.
- 9.5 In addition to the indemnities contained in this Agreement, in the event of a claim being brought by a third party alleging infringement of Intellectual Property Rights, the Service Provider shall, at the request of G2, do all such acts and things either to render the works which are the subject of the claim non-infringing without affecting any of the Service Provider's other duties and obligations under this Agreement or shall obtain a licence at the Service Provider's cost from the third party granting the Service Provider, G2 and any client of G2 the right to continue using them.

10 PROTECTION OF G2'S BUSINESS

The Service Provider shall not alone or jointly with another or others in any capacity and whether or not for its benefit and whether directly or indirectly:



- 10.1.1 either during the term of this Agreement or for a period of twelve calendar months after the date of termination or expiry of this Agreement:
- 10.1.1.1 enter into (or approach with a view to entering into) a similar contract of service or for services with:
 - (a) the Client or End User Client; or
 - (b) any member of the Client's Group; or
 - (c) any other person for whom, or with whom, the Service Provider and/or the Consultant had material contact in the course of its, his or their supply of the Consultant Services at any time either in the six months prior to such termination or expiry or during the term of this Agreement if such term is a period of less than six months;
 - 10.1.1.2 induce (or seek to induce) the Client to engage the services of any other person in competition with G2;
 - 10.1.1.3 canvass, solicit or seek to entice away the business of the Client from G2;
 - 10.1.1.4 deal with or accept any instructions from the Client or any member of the Client's Group other than in connection with the performance of the Consultant Services;
 - 10.1.1.5 introduce or provide the services of any third party to the Client or any member of the Client's Group other than via G2; or
 - 10.1.1.6 induce (or seek to induce) to leave or cease performing service(s) for any member of G2's Group or of the Client's Group, any contractor or employee of any member of G2's Group or of the Client's Group with which or whom the Service Provider or the Consultant had material contact in the course of its, his or their supply of the Consultant Services at any time either in the six months prior to such termination or expiry or during the term of this Agreement if such term is a period of less than six months;
- 10.1.2 at any time use the name "G2", "G2 Recruitment", "G2 Recruitment Solutions" or any other business name used at any time by any member of G2's Group or of the Client's Group for the purposes of a business similar to or competing with any business carried on by any member of G2's Group or of the Client's Group.

The Service Provider shall refer to G2 any and all requests for additional resources and/or the provision of services similar to the Consultant Services made by the Client to the Service Provider and/or the Consultant during the term of this Agreement and for a period of six calendar months after the date of termination or expiry of this Agreement.

11 TERMINATION

- 11.1 This Agreement shall automatically expire at close of business on the End Date and may be terminated prior to the End Date by G2 by notice with immediate effect if:
- 11.1.1 the Service Provider is in breach of any term of this Agreement, which is, in the reasonable opinion of G2 or the Client, incapable of being remedied; or, where such breach is in the opinion of G2 or the Client capable of being remedied, the Service Provider fails to remedy such breach to G2's and the Client's satisfaction and at no additional cost to G2 (or the Client) within 14 calendar days after an earlier notice requiring the Service Provider to do so;
 - 11.1.2 G2 shall become unable to commence, continue or completely perform its obligations under this Agreement by reason of an Force Majeure Event affecting G2 and/or the Client and which is not within the respective control of G2 or the Client;
 - 11.1.3 the Service Provider or the Consultant has in relation to this Agreement committed an act or omission of dishonesty, incompetence, negligence or inefficiency; or is, in the reasonable opinion of G2 and/or the Client, technically unsuitable; or is convicted of any indictable criminal offence (other than, where the Consultant Services do not require the Consultant to drive, a road traffic offence for which a penalty of imprisonment is not imposed); or becomes bankrupt, applies for, or has made against it or him, a receiving



order or makes any composition with its creditors or an administration order or order is made or resolution passed for the winding up of the Service Provider;

- 11.1.4 G2 receives or obtains information which gives G2 reasonable grounds to believe that the Service Provider and/or the Consultant is/are unsuitable to provide services for the Client; or, if the information indicates that the Service Provider and/or the Consultant may be unsuitable, G2 has reasonable grounds to believe that the Service Provider and/or the Consultant is/are unsuitable after G2 has made such enquiries as are reasonably practicable as to such suitability;
 - 11.1.5 in accordance with **Clause 12.2** a replacement consultant is not accepted by G2, or a replacement consultant is not available;
 - 11.1.6 for any reason the Client terminates its corresponding agreement with G2 in relation to the provision of the Consultant Services by the Service Provider or requests that the Consultant be removed or replaced as consultant or fails to make payment to G2 in accordance with its corresponding agreement with G2, and, for the avoidance of doubt, G2 shall incur no liability for Losses in connection with any such termination;
 - 11.1.7 the corresponding agreement between G2 and the Client terminates or fails to commence for whatever reason; or
 - 11.1.8 the Service Provider or Consultant is, for any reason, unable to fulfil its obligations under this Agreement;
 - 11.1.9 by G2 by notice of the G2 Notice Period or (if applicable) by the Service Provider by notice of the Service Provider Notice Period.
- 11.2 Termination or expiry of this Agreement shall be without prejudice to the rights of G2 and/or the Client arising directly or indirectly out of the acts and/or omissions of the Service Provider and/or the Consultant prior to, in connection with or as a result of such termination or expiry.
- 11.3 Without prejudice to **Clause 11.2** the Service Provider shall indemnify G2 from and against any Losses for which G2 may be liable under the terms of its contract(s) with the Client and which arise as a direct or indirect result of the negligence of or breach of this Agreement by the Service Provider or the Consultant.

12 DETAILS AND IDENTITY OF CONSULTANT

- 12.1 The Service Provider warrants:
- 12.1.1 the correctness and accuracy of the information supplied to G2 in any Application Documents;
 - 12.1.2 that the Consultant has the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law or by any professional body for the Consultant to possess in order to perform the Consultant Services and this warranty shall be deemed to be breached if the Consultant fails to have any such experience, training, qualifications or authorisations; and the Service Provider shall, at the request of G2, provide confirmation of the identity of the Consultant and written references and co-operate in any checks in relation to experience, training, qualifications and authorisations relevant to the performance of the Consultant Services;
 - 12.1.3 that if, at any time prior to the Start Date or during the term of this Agreement, the Service Provider has, receives or obtains any information which indicates that the Service Provider and/or the Consultant is/are or may be unsuitable to perform the Consultant Services for the Client, whether or not the grounds for this are reasonable, the Service Provider shall pass such information to G2 immediately, and co-operate fully with any further enquiries G2 may make in connection with that information; and
 - 12.1.4 that neither the Service Provider nor the Consultant is prevented by any other agreement or arrangement or any restriction (including, without limitation, a restriction in favour of any employment agency, employment business, or client of either of them) from fulfilling in full their respective obligations under this Agreement.
- 12.2 The Service Provider may from time to time and shall as soon as possible after being required by G2 (acting reasonably) so to do, without prejudice to the other provisions of this Agreement, offer a



suitable replacement consultant (and a requirement by G2 shall be deemed reasonable if made pursuant to notice by the Client of unsatisfactory performance of the Consultant) provided that:

- 12.2.1 G2 shall be under no obligation to accept such replacement consultant if in its or the Client's reasonable opinion such replacement is not wholly suitable (whether by reason of skills, experience, training, qualifications, authorisations or otherwise); and
- 12.2.2 if a replacement consultant is accepted, the Service Provider shall use all due diligence to ensure that handover arrangements are made and shall, at its own expense, be responsible for the handover to the replacement consultant and shall use its reasonable endeavours to procure that a suitable replacement consultant is available to perform the Consultant Services as soon as possible. If no such replacement is available within 7 calendar days after receipt by the Service Provider of G2's requirement of a replacement consultant, then G2 may terminate this Agreement by written notice with immediate effect.

13 DATA PROTECTION

13.1 The Service Provider warrants that:

- 13.1.1 in relation to this Agreement, it shall comply strictly with all provisions applicable to it under the Data Protection Laws; and
- 13.1.2 the Consultant has consented in writing to G2, any other intermediary involved in supplying the services of the Service Provider and the Consultant to the Client (now or in the future), and the Client:
 - 13.1.2.1 processing the Consultant's personal data for purposes connected with the provision of the Consultant Services and pursuant to this Agreement; and
 - 13.1.2.2 exporting and/or processing the Consultant's personal data in jurisdictions outside the European Economic Area for purposes connected with the performance of this Agreement.

13.2 The Service Provider shall indemnify G2 for any Losses G2 incurs or suffers arising from any breach of the warranty contained in **Clause 13.1**.

14 FORCE MAJEURE

G2 may defer the date for performance of Services, or terminate the Agreement, (without liability for any Loss) if it is prevented from, or delayed in, carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lockouts or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors ("**Force Majeure Event**").

15 GENERAL

- 15.1 This Agreement (and any undertaking from the Consultant to G2 and any notice given by the Service Provider and the Consultant to G2 in accordance with Regulation 32(9) of the Conduct Regulations) constitutes the entire agreement between the parties and supersedes all previous agreements and arrangements (if any) whether written, oral or implied between G2 and the Service Provider and/or the Consultant relating to the Consultant Services and all such agreements still effective at the date of this Agreement (if any) shall (without prejudice to the rights of G2 arising prior to the Start Date in respect of prior breaches by the Service Provider or the Consultant of which G2 is not aware) be deemed to have been terminated by mutual consent with effect from the Start Date but so that nothing in this **Clause 15.1** shall operate to exclude or limit the liability of any party in respect of fraud.
- 15.2 The Service Provider acknowledges that, in entering this Agreement, it has not relied on any representations by G2, the Service Provider or the Consultant made before the execution of this Agreement other than those expressly set out in this Agreement.
- 15.3 This Agreement is personal to the Service Provider and it shall not be entitled to assign or sub-contract its obligations or rights under this Agreement to any third party or (save in accordance with **Clause 12.2**) to procure that the Consultant Services are performed by any person other than the



- Consultant. G2 shall, however, be entitled to assign this Agreement to any member of G2's Group and, upon such assignment, without prejudice to the assignor's rights in respect of matters arising prior to such assignment, all references to G2 shall be deemed to refer to the assignee.
- 15.4 No amendment to this Agreement is effective unless it is in writing and signed by or on behalf of each party by a person duly authorised by that party.
- 15.5 Any notice required to be given under this Agreement (including the delivery of any timesheet or invoice) shall be:
- 15.5.1 in writing signed by a person duly authorised by the sending party;
 - 15.5.2 delivered by hand, sent by facsimile, e-mail or prepaid first class post to the recipient at its fax number or address specified in this Agreement (or as otherwise notified from time to time to the sender by the recipient for the purposes of this Agreement); and
 - 15.5.3 deemed to have been given and served:
 - 15.5.3.1 if delivered by hand, at the time of delivery;
 - 15.5.3.2 if sent by facsimile or e-mail, at the time of despatch if despatched on a Business Day before 5.30 p.m. or in any other case at 10.00 a.m. on the next Business Day after the day of despatch, unless the transmission report indicates a faulty or incomplete transmission or, within the relevant Business Day, the recipient informs the sender that the facsimile or e-mail message was received in an incomplete or illegible form; or
 - 15.5.3.3 if sent by prepaid first class post, 48 hours from the time of posting.
- 15.6 The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in all respects in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- 15.7 The restrictions contained in this Agreement are considered reasonable by the parties, but, if any such restriction is found void but would be valid if some part of the restriction were deleted, such restriction shall apply with such deletion as may be necessary to make it valid and effective.
- 15.8 If any provision or any part of this Agreement is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law:
- 15.8.1 such provision or part shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected;
 - 15.8.2 to the extent permitted by law, the provision severed under **Clause 15.8.1**, shall be replaced with a provision which is of similar effect but which is not illegal or unenforceable.
- 15.9 Save as set out in **Clause 15.10** none of the provisions of this Agreement is intended to be for the benefit of, or enforceable by third parties (other than permitted assignees) and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.
- 15.10 The Client shall be entitled to rely on and enforce the provisions of this Agreement and the indemnities given by the Service Provider in favour of the Client, notwithstanding that the Client is not a party to this Agreement.

16 BRIBERY AND CORRUPTION

The Service Provider shall:

- 16.1 comply with all applicable laws, statutes, regulations, codes and guidance relating to anti bribery and anti- corruption (Anti Bribery Laws) which shall include compliance with the Anti Bribery Laws of the United Kingdom;
- 16.2 not do, or omit to do, any act that will cause G2 to be in breach of the Anti Bribery Laws;
- 16.3 not offer, give or agree to give to any employee or representative of G2, the Client or End User Client any gift or other consideration which could act or reasonably be perceived to act as an inducement or a reward for any act or failure to act connected to the performance of this Agreement; and
- 16.4 promptly report to G2 any request or demand for a facilitation payment, financial or other advantage of any kind received by the Service Provider or Consultant in connection with the performance of this Agreement.

17 APPLICATION OF THE CONDUCT REGULATIONS TO THIS AGREEMENT

- 17.1 The Service Provider and the Consultant have given notice to G2 (in accordance with Regulation 32(9) of the Conduct Regulations) of their agreement that the Conduct Regulations shall not apply in respect of any introduction to the Client or to the supply of the Consultant Services under this Agreement.
- 17.2 Notwithstanding the fact that there is a notice as described in **Clause 17.1** in effect, it is not necessarily accepted that the Service Provider and/or the Consultant work or shall work for and under the control of the Client for the purposes of the Conduct Regulations or that the Conduct Regulations would, were it not for such notice, apply to the arrangements contemplated by this Agreement.

18 RIGHT OF AUDIT

G2 reserves the right, upon the giving of reasonable notice, to audit the Service Provider, on an ad hoc basis, to verify compliance with this Agreement and all statutory requirements including in particular but not limited to taxation and social costs legislation. To assist G2 in its audit, the Service Provider will maintain such records as are necessary to comply with this Agreement and all statutory requirements and provide G2 or its appointed agents with access to its premises and all relevant records, upon reasonable notice.



Appendix 1 – G2's Electronic Timesheet Portal

G2's online timesheet system has been designed to Service Providers and Consultants to easily manage timesheets and payments during the Assignment. The online timesheet system reduces administration provides a fast payment lifecycle, full tracking of timesheets from timesheet to payment, and access to historical payment information.

Guide to G2's Online Timesheet Portal

1. The Consultant will receive an email from no-reply@g2recruitment.com containing the Username, Password, and a link to the online timesheet portal. The online timesheet system is a portal that is accessed via an internet connection. The portal is compatible with most web browsers and devices including Android and IOS. The URL for G2's online portal is: <https://portal.g2recruitment.com>.
2. When the Consultant logs in to the portal for the first time the system will prompt a change of the password (it can be up to 16 characters long). The Consultant will also be asked to set up a 'secret question' for security purposes.
3. To complete and submit the online timesheet simply click the 'Timesheet Entry' link. A list of all the timesheets will be displayed. Blank timesheets that have been allocated week ending dates and assigned the status 'Edit' are ready for the Consultant to complete and submit. Complete the blank timesheet with the number of hours / days worked, select the Authoriser, and click 'Submit'.
4. The selected Authoriser will receive an email notification from no-reply@g2recruitment.com when the online timesheet authorisation is submitted. If they are satisfied with the timesheet submitted they will authorise it and payment can be processed in line with the Agreement. If they are dissatisfied with the timesheet submitted, they will reject it and provide a reason for the rejection. The Consultant will receive email notification that the timesheet has been rejected along with the reason for the rejection. You must amend and re-submit the timesheet. Your G2 Recruitment Consultant will assist you should you require further support.

Timesheet Deadlines

The deadline for online timesheets be submitted by a Consultant and approved by the Authoriser is Monday 12pm (GMT). Consultant should aim to submit their online timesheet at the earliest opportunity so as to give the Authoriser as much time as possible to approve it.

Support

If the Service Provider or Consultant require any further information regarding our online timesheet system your can read our FAQs at <http://www.g2recruitment.com/timesheet-portal-candidates/> or you can contact Helpdesk support at:

payroll@g2recruitment.com

0117 968 9019

Helpdesk support is available 9am to 5.30pm GMT Monday to Friday.