

**TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES**

**The Customer's attention is particularly drawn to the provisions of clause 7.**

**1. INTERPRETATION**

1.1 Definitions. In these Conditions, the following definitions apply:

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Charges:** the charges payable by the Customer for the supply of the Services in accordance with clause 5.

**Commencement Date:** has the meaning set out in clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 10.8.

**Contract:** the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

**Customer:** the person or firm who purchases Services from the Supplier.

**Deliverables:** the deliverables set out in the Contract produced by the Supplier for the Customer.

**Delivery Schedule:** the estimated delivery date given by the Supplier to the Customer in the Contract for the Deliverables.

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

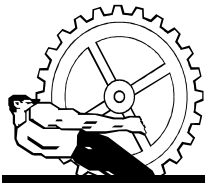
**Order:** the Customer's order for Services as set out either in the Customer's purchase order form or the Customer's written acceptance of the Supplier's quotation.

**Services:** the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Specification.

**Specification:** the description or specification of the Services provided in writing by the Supplier to the Customer.

**Supplier:** Amtek Engineering Solutions Limited registered in England and Wales with company number 03997136.

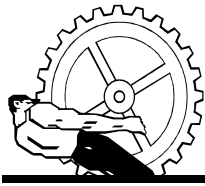
**Supplier Materials:** has the meaning set out in clause 4.1(6).



- 1.2 Construction. In these Conditions, the following rules apply:
- (1) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
  - (2) a reference to a party includes its personal representatives, successors or permitted assigns;
  - (3) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
  - (4) any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
  - (5) a reference to **writing** or **written** includes faxes and e-mails.

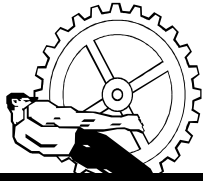
## **2. BASIS OF CONTRACT**

- 2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 45 Business Days from its date of issue.

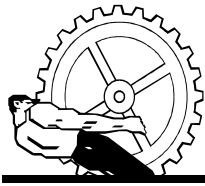


**3. SUPPLY OF SERVICES**

- 3.1 The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 3.2 The Supplier shall use all reasonable endeavours to meet any Delivery Schedule specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 3.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
- 3.5 The Delivery Schedule will form a part of the Contract and will either be:-  
(a) a specific date (“the Specified Date”); or  
(b) be defined in terms of working days, weeks or months (“the Timescale”)  
but in either respect the Customer acknowledges that the tolerance of the Delivery Schedule may vary by 15%.
- 3.6 In respect of clause 3.5(a), the Specified Date will be determined by the Supplier to the Customer on the strict assumption that the Customer at the outset of the Contract provides the Supplier with all instructions and information required by the Supplier to immediately commence work on the Contract. The nature of the information required is to be determined by the Supplier but shall include but not be limited to technical drawings, building constraints and access, calculations or design parameters (“the Necessary Information”). The Specified Date will be delayed by the same number of working days, weeks or months by which the Customer delays providing the Necessary Information to the Supplier after the date requested for delivery of the Necessary Information by the Supplier.
- 3.7 In respect of clause 3.5(b), the start date for the Timescale shall commence on the day that the Customer provides the Supplier with all instructions and information required by the Supplier to commence work on the Contract. The nature of the information required is to be determined by the Supplier but shall include but not be limited to technical drawings, building constraints and access, calculations or design parameters (“the Necessary Information”). The Timescale will be delayed by the same number of working days, weeks or months by which the Customer delays providing the Necessary Information to the Supplier after the date requested for delivery of the Necessary Information by the Supplier.



- 3.8 The Supplier reserves the right to renegotiate the Delivery Schedule prior to the commencement of the Contract or the work.
- 3.9 In the provision of the Services, the Customer must specify in the Order at the earliest opportunity if it has any specific requirements such as CAD software system, version requirements, templates, drawing office system for documentation, standards and file naming conventions must be defined during the quotation and order placement process. In the absence of an instruction the Supplier will use industry recognised software and apply BS8888 drawing standards or an appropriate equivalent.
- 3.10 In the absence of an instruction regarding the provision of the Services referred to clause 3.9, the Supplier will if it deems appropriate request any specific requirements of the Customer, but in the absence of any response from the Customer, the Supplier will by default apply their own engineering procedures and will only work to the Customers requirements providing they are reasonable, available and clearly defined.
- 3.11 The Supplier in providing the Services shall include its own engineering processes, design review and checking procedure (“Engineering Procedure”) in order to ensure the quality of the Services. The Charges and Delivery Services shall include the cost and time of the Engineering Procedure. If following the Engineering Procedure, a conflict arises, then the Engineering Procedure will take precedence over the Delivery Schedule and any consequences that arise shall be read in conjunction with clause 8.
- 3.12 The Engineering Procedure is conducted via technical authority peer review. Customers are invited and encouraged to take a role in this process. Wherever possible, the Supplier will schedule these reviews by date and location to suit the Customer, with the exception that any delay caused to the Delivery Schedule will be dealt with by the Change Control Process referred to in clause 6.4. Otherwise, the Engineering Procedure will be carried out without the Customer’s presence and at the conclusion of the Engineering Procedure the Deliverables will be deemed to be acceptable and correct.
- 3.13 In the event that the Customer demands that the Delivery Schedule shall take precedence over the Engineering Procedure, then the Supplier shall not in any respect be liable for any consequences that arise from inaccuracies, errors or problems with the Deliverables which could have been addressed should the Engineering Procedure have been carried out by the Supplier.
- 3.14 In the event that any Engineering Procedure that the Supplier wants to utilise in providing the Services are bypassed in any way by the Customer or its requirements, then the Supplier shall not in any respect be liable for any consequences that arise from inaccuracies, errors or problems with the Deliverables or any delay in the Delivery Schedule.



#### **4. CUSTOMER'S OBLIGATIONS**

##### 4.1 The Customer shall:

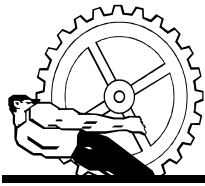
- (1) ensure that the terms of the Order and any information it provides are complete and accurate;
- (2) co-operate with the Supplier in all matters relating to the Services;
- (3) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;
- (4) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
- (5) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start; and
- (6) keep and maintain all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.

##### 4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (1) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (2) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2; and
- (3) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

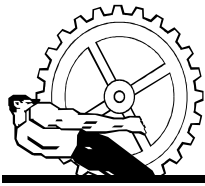
#### **5. CHARGES AND PAYMENT**

##### 5.1 The Charges for the Services shall be the price, expenses and disbursements set out in the Contract.



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- 5.2 The Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses and for the cost of services provided by third parties and required by the Supplier for the performance of the Services and for the cost of any materials.
- 5.3 The Supplier shall invoice the Customer a) for part of the Charges at appropriate intervals to be decided by the Supplier for the work done to date or b) upon the Delivery Schedule for the full amount of the Charges or the remainder of the Charges due.
- 5.4 The Customer shall pay each invoice submitted by the Supplier:
- (1) within 30 days of the date of the invoice; and
  - (2) in full and in cleared funds to a bank account nominated in writing by the Supplier, and
- Time for payment shall be of the essence of the Contract.
- 5.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.6 Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (**Due Date**), the Supplier shall have the right to charge interest on the overdue amount at the rate of 4 per cent per annum above the then current Bank of England's base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
- 5.7 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.
- 5.8 If the Supplier's employee or employees are required by the Customer to work at the Customer's business premises or to any other reasonable requirements in order to properly perform the Services and supply the Deliverables to the Customer then an additional sum shall be payable by the Customer to the Supplier ("Additional Charge"). The Additional Charge shall be such sum based on the normal hourly rate of the employee or employees and the number of hours worked by the employee or employees to be agreed in advance by the Supplier and Customer acting reasonably.



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The hours worked by the employee or employees shall be recorded by a weekly time sheet to be signed and acknowledged by the Customer on a weekly basis. The management of the employee or employees is the Customer's responsibility unless the Supplier provides alternative arrangements.

- 5.9 The Customer shall not entice or solicit any of the Supplier's employee or employees or try to employ such employee or employees themselves (either as an employee or subcontractor or upon any other basis). If the Customer breaches this clause then they shall be liable to the Supplier for the equivalent of 50% of the employee or employees last annual salary with the Supplier.

### **6. INTELLECTUAL PROPERTY RIGHTS AND CHANGE CONTROL**

- 6.1 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on the Customer obtaining a written licence from the relevant licensor on such terms which shall entitle the Customer and Supplier to use such Intellectual Property Rights for the purpose of creating and supplying the Deliverables.

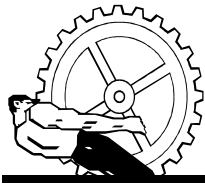
- 6.2 All Supplier Materials are the exclusive property of the Supplier.

- 6.3 The Customer acknowledges that changes to the Contract may be required to deal effectively with changing Customer requirements as the Contract progresses. If this occurs then the Supplier shall invoke the "Change Control Process".

- 6.4 The Customer acknowledges that the Change Control Process forms an integral part of the Contract. The Customer acknowledges that changes by the Customer to the scope of the Contract are likely to affect the Charges and the Delivery Schedule. Details of such delays in delivery or increases in Charges shall be notified by the Supplier to the Customer within a reasonable time under the Change Control Process.

- 6.5 The Customer acknowledges that delays in supplying information or delays caused by technical issues that arise during the execution of the Contract need to be limited as far as possible to avoid affecting the Delivery Schedule by the Supplier. If Customer action is required at any stage then the Customer shall use all its best endeavours to deal with any questions or queries raised by the Supplier to the Customer. If delays are caused by the Customer then the Supplier will invoke the Change Control Process and any Delivery Schedule may be reasonably delayed by the Supplier and the Customer shall be notified of such revised Delivery Schedule.

- 6.6 In the event that the Delivery Schedule of the Contract is affected by Customer instigated changes to the Order or its requirements, then the Supplier is not liable for any cost consequences of late delivery to the original Delivery Schedule and the new Delivery Schedule advised via the Change Control Process will take precedence. The new Delivery Schedule shall be in proportion to the scope of change and its effect. The Change Control Process shall at the Customer's reasonable request be provided with an opportunity at the point of change to review the changes to the



Contract resulting from the Change Control Process. If the Customer finds such changes under the Change Control Process to be unacceptable the Supplier and the Customer shall use all reasonable endeavours to agree an alternative solution, providing at all time that such solution shall not compromise the quality of the Deliverables.

**7. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

7.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

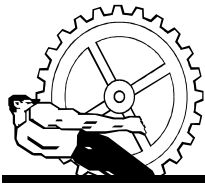
- (1) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (2) fraud or fraudulent misrepresentation; or
- (3) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

7.2 Subject to clause 7.1:

- (1) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (2) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 5% of the Charges.
- (3) If the Deliverables under the Contract are not supplied by the Supplier to the Customer by the Delivery Schedule (or any subsequent Delivery Schedule via clause 6.6), then there shall be a further tolerance of 15% after the Delivery Schedule and beyond this tolerance then any damages or penalties shall be accrued as follows a) Charges up to £20,000.00 at 2.5% per week of the value of the Charges or b) Charges above £20,000.00 at 0.5% per week of the value of the Charges providing that no such damages or penalties shall exceed the sums referred to in clause 7.2(b).
- (4) The Customer fully acknowledges that the correctness of the Deliverables shall be limited in liability to the correctness of the documentation and information provided in clause 4.1(d) and 4.1(e).

7.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

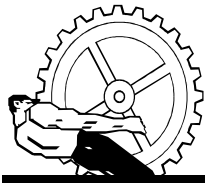
7.4 This clause 7 shall survive termination of the Contract.



**8. TERMINATION**

8.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (1) the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within a reasonable time (taking into account the Commencement Date and the Delivery Schedule) of that party being notified in writing of the breach;
- (2) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (3) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (4) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (5) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (6) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (7) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- (8) a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (9) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (10) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 8.1(2) to clause 8.1(9) (inclusive);

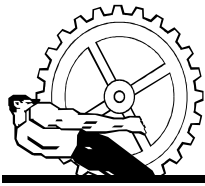


- (11) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
  - (12) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 8.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 8.3 Without limiting its other rights or remedies, each party shall have the right to terminate the Contract by giving the other party 1 months' written notice.
- 8.4 Without limiting its other rights or remedies, the Supplier shall have the right to suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 8.1(2)) to clause 8.1(12), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

## **9. CONSEQUENCES OF TERMINATION**

On termination of the Contract for any reason:

- (1) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (2) the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (3) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (4) clauses which expressly or by implication have effect after termination shall continue in full force and effect.



**10. GENERAL**

10.1 Force majeure:

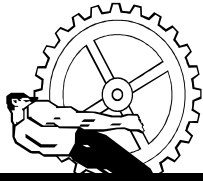
- (1) For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service 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.
- (2) The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- (3) If the Force Majeure Event prevents the Supplier from providing any of the Services for more than 1 month, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

10.2 Assignment and subcontracting:

- (1) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- (2) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

10.3 Notices:

- (1) Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.
- (2) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.
- (3) This clause 10.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.



10.4 Waiver:

- (1) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (2) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

10.5 Severance:

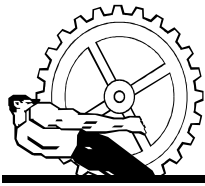
- (1) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (2) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

10.6 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

10.7 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

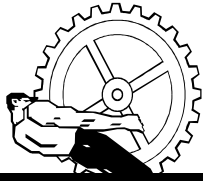
10.8 Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by the Supplier.

10.9 Governing law and jurisdiction: This Contract, 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 accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.



**11. TERMS RELATING TO THE SUPPLY OF AMTEK STAFF TO CUSTOMERS OFFICES**

- 11.1 Amtek staff are supervised and managed by the customer whose responsibility it is to use the hours in a manner which is efficient for them, Amtek cannot take responsibility for the supervision and management.
- 11.2 Hours should be recorded daily on either customer timesheet recording system or Amtek time recording system, timesheets will be signed and authorised by the customer on a weekly basis, authorisation of the timesheet is deemed acceptance by Amtek and will be invoiced at the appropriate sales rate agreed at the outset of the contract.
- 11.3 The hourly sales rate is confidential information negotiated and agreed directly between Amtek and the customer and must not be disclosed to the Amtek staff member, disclosure is a breach of this contract and may result in termination of the contract or re-negotiation of the agreed sales rate.
- 11.4 Amtek staff pay rates are confidential information between Amtek and the Amtek staff member, the Amtek staff member should under no circumstances be approached or asked by the customer what the pay rate is, if this occurs it is a breach of this contract and will result in termination or re-negotiation of the agreed sales rate.
- 11.5 Compliance with Agency Worker Regulations may result in the need for the customer to know the pay rate and benefit package of the Amtek staff member, under these circumstances the request for information should be addressed in confidence to Amtek HR services or Amtek senior management.
- 11.6 Agency Worker Regulations require Amtek to ensure pay and condition parity with the customers own staff, Amtek have the right to customer confidential pay scale information for the sole purpose of compliance with AWR legislation.
- 11.7 Notice of termination of the contract is one week (5 working days) by either party; if the Amtek staff member is considered to be underperforming or not capable of carrying out the work then the customer can terminate the contract with immediate notice.
- 11.8 Invoices will be produced weekly or monthly as agreed at the outset and are based strictly upon 30 day payment terms.
- 11.9 Amtek undertake to deal with all employment issues of the Amtek staff member including the collection and payment of Inland Revenue taxes and employers NICS, holiday pay and any other benefits, the customer has no liability beyond the agreed hourly sales rate.
- 11.10 In the case of Ltd Company employment of staff Amtek take responsibility for ensuring and checking that the Ltd Company is legal, operational and conforms to current employment legislation, there is no additional financial exposure by the customer beyond the agreed hourly sales rate.



## *Amtek Engineering Solutions Ltd*

- 11.11 Introduction of Amtek staff or Ltd Company staff or potential staff via recruitment process to the customer is undertaken by Amtek on the strict understanding that the customer will not approach, recruit or encourage in any way the Amtek staff member to work in any capacity directly or indirectly via any other company for the customer, this is a breach of this contract and will incur a fee of 20% of one years salary at the total inclusive salary and benefit rate of the Amtek staff member and moreover this condition of contract will remain in force for one year after termination of the contract or introduction by Amtek of the staff member to the customer.
- 11.12 Introduction by Amtek of a potential staff member to the customer specifically for the purpose of direct employment can be agreed at the outset based upon a negotiable fee.