

BISON STANDARD PROJECT TERMS OF BUSINESS FOR THE SUPPLY OF CONSULTANCY SERVICES (CONSULTANCY)

1. GENERAL

- (i) 'BISON' shall mean Bison Limited.
- (ii) BISON will be acting as an Employment Business for the purposes of these Terms of Business
- (iii) 'The Consultancy' is the Limited Company to whom BISON has subcontracted a project.
- (iv) 'Client' of BISON is an individual, company or organisation who has engaged the services of BISON to undertake a project.
- (v) 'Contract for Services' comprises of this document and the BISON Project schedule.
- (vi) 'The project' shall mean the discrete project or assignment for which The Consultancy is engaged to render services.
- (vii) "AWR" means the Agency Workers Regulations 2010 (as amended);
- (viii) "Conduct Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended); and references to a particular Regulation are references contained therein (as amended);
- (ix) 'The Payment Schedule' shall be the basis on which payment for project work will be made to the Consultancy.
- (x) 'Authorised Representative' shall mean the representative of the Client who is authorised to approve terms and conditions on behalf of a Client and can confirm time spent working on a project.
- (xi) The 'Time Record' is a record of time spent working on a project that is authorised by the Authorised Representative of the Client. In accordance with the requirements of the Project, the Time Record may be completed online or by multi-part paper copies.
- (xii) Subject to Clause 17 (Variation), the Consultancy is deemed to have accepted these Terms upon receipt by BISON of any one of the following:
 - a) signed Terms, or
 - b) faxed copy of signed Terms, or
 - c) eMail confirmation of agreement to Terms, or
 - d) authorised Time Record presented for payment.
- (xiii) Unless specified in the project Schedule, 'a Working Day' shall constitute 8 hours worked in any single day.

2. CONFIRMATION OF ASSIGNMENT

Upon acceptance of a project by the Consultancy, BISON shall supply the Consultancy with the BISON Contract for Services incorporating the BISON Project Schedule specifying the project description, the identity of the Client, the payment schedule and such expenses as may be agreed and any other relevant information.

3. TIME RECORDING/RATES FOR PROJECTS

- (a) BISON and the Client will agree on a payment system appropriate to the contract and, at the end of each period, the Consultancy shall complete a Time Record of time spent working on the project and obtain authorisation by the Client's Authorised Representative. A record of time completed for each week of the project period is required.
- (b) It is the Consultancy's responsibility to procure authorisation of the Time Record by the Client's Authorised Representative. If the Consultancy fails to obtain authorisation of the Time Record within 13 weeks of the date to which the Time Record pertains then BISON reserves the right to withhold payment until such time as funds are received from the Client for the relevant piece of work.
- (c) The BISON project schedule shall contain the project rate and how payment will be made for the project. Payment for projects may be settled at the end of a project or on a fixed price basis or in staged payments. Staged payments must be negotiated prior to the commencement of the project.
- (d) The Consultancy must ensure that Time Records are authorised on a regular basis. If BISON receives an invoice which relates to more than 8 weeks of Time Records then BISON reserves the right to settle the invoice thirty days from the date that the invoice was received.

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- (e) The Consultancy shall not record Working Days or fractions of Working Days in multiples of hours.
- (f) The only fraction of a Working Day acceptable for invoicing purposes shall be a half-day for day-rate contracts (which shall equate to 4 to 6 hours worked in any single day). For hourly-rate contracts, time must be entered to the nearest quarter-hour and expressed as a percentage (e.g. 15 minutes = 0.25 of an hour, 30 minutes = 0.5 of an hour, 45 minutes = 0.75 of an hour).

4. PAYMENT

- (a) BISON undertakes to pay the Consultancy for the project in accordance with the rates contained in the BISON Project Schedule. To be included in the BISON payment run, a valid accurate invoice, supported by authorised Time Records, must be received by mid-day on the Thursday following the Friday for which the Time Record relates.
- (b) Any staged payment due will be settled on receipt of authorised Time Records and an appropriate tax invoice in accordance with the project schedule.
- (c) No payment will be made in respect of a project for which Time Records have not been authorised by the Client.
- (d) The Consultancy shall be responsible for any PAYE contributions, VAT, National Insurance contributions and any deductions payable in respect of its officers, employees or agents for the project.
- (e) No payment will be made in respect of a Time Record which has been authorised by or on behalf of a Client whose organisation has previously been made bankrupt or had a receiving order or administration order made against or been put in to liquidation (save for the purposes of reconstruction or amalgamation).

5. EXPENSES

- (a) The Consultancy shall be entitled to charge for all expenses authorised by the nominated Client representative incurred by the Consultancy in providing the Services of the Contract.
- (b) The Consultancy shall separately invoice BISON for expenses, clearly stating the name of the nominated Client representative who authorised the expenses incurred in providing the Services of the Contract.
- (c) BISON will not make any payments on authorised expenses until such time as the relevant sums being claimed for are received by BISON from the Client.

6. PROJECT

- (a) The project shall remain conditional unless BISON has signed a contract with a Client to undertake the project.
- (b) If the Client wishes to re-engage or extend the services of the Consultancy at the end of the project, the Consultancy shall not enter into direct negotiations with the Client or indirect negotiations with the Client through any other source other than BISON.

7. CONFIDENTIALITY

- (a) The Consultancy shall not except in the proper performance of duties or otherwise with the prior approval of BISON or its Client's authorised representative, at any time (including after the termination of the project with BISON) divulge to any person any trade secret, manufacturing process or any other information concerning the business, finances, research development, dealings, transactions or affairs of BISON or the Client or customers of the Client which have or may have come to their knowledge during the term of the project whether or not the same shall be protected by copyright, patent, design, registration or otherwise.
- (b) The Consultancy shall not divulge to any third party any of the information contained within this contract save its professional advisers and as required by law.

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8. THE CONSULTANCY'S OBLIGATIONS

The Consultancy agrees on its own part and on behalf of its officers, employees and representatives as follows:

- (a) Not to engage in any conduct detrimental to the interests of BISON or the Client.
- (b) To take all reasonable steps to safeguard its' own safety and the safety of any other person who may be affected by its actions whilst undertaking the project.
- (c) To comply with any rules or obligations in force at any premises where activities related to the project are performed to the extent that they are reasonably applicable.
- (d) To co-operate with the Client's staff and accept any reasonable and lawful instruction within the scope of the project from any person in the Client's organisation who has an interest in or is engaged on the project.
- (e) To confirm that any projects undertaken during the period of this project will not give rise to a conflict of interest between BISON and its' Client.
- (f) If work permits are required by any officer, employee or representative of the Consultancy for services provided on this assignment, the Consultancy must provide BISON with a copy of relevant permits before the Project Start Date.

9. RIGHT OF SUBSTITUTION

The Consultancy may provide a suitable substitute to the Client with the Consultancy's guarantee that the substitute has the equivalent technical expertise as the original officer, employee or representative. Any such substitute must be agreed and approved by both BISON and the Client.

10. LIABILITY

- (a) The Consultancy agrees on its own part that it shall be liable for any loss, damage or injury to any party resulting from the negligent act or omissions of its officers, employees or representatives during the project.
- (b) The Consultancy shall ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance, Professional Indemnity Insurance and any other suitable policies of insurance in respect of the Consultancy and its officers, employees or representatives during the project and shall make a copy of the policy available to BISON.
- (c) The Consultancy acknowledges that its' services are supplied to BISON as an independent entity and that accordingly the responsibility of complying with all statutory and legal requirements relating to the individuals engaged on the Project (including the payment of taxation) is the sole responsibility of the Consultancy. In the event that any of its officers, employees or representatives seek to establish any liability or obligation upon BISON on the grounds that any individual engaged on the project is an employee of BISON, The Consultancy shall indemnify BISON and keep BISON indemnified in respect of any such liability or obligation and any related costs, expenses or other losses which BISON shall incur.
- (d) BISON or the Consultancy shall not be liable for failure to perform their obligations under the Contract if such failure results by reason of war, riot, explosion, fire, flood, strike, lockout, go slow, Acts or Regulations of Government, acts of terrorism or any other cause beyond control of either party.
- (e) The Consultancy accepts that BISON has the right to offset any losses sustained as a result of the Consultancy's actions, breach or unsatisfactory performance from any payment due to the Consultancy.

11. FINANCIAL AND LEGAL RISKS

- (a) The Consultancy warrants that it is qualified to perform the services required to complete the project.
- (b) The Consultancy undertakes to correct any defective work by its officers, employees or representatives at its own cost or in its own time.

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12. TERMINATION OF PROJECT

- (a) Unless otherwise stated in the Project Schedule or in clauses 12(b) or 12(c) below, there is no provision for early termination of this contract by either party.
- (b) BISON may terminate the Consultancy's involvement with the project immediately by notice in writing to the Consultancy where:
 - (i) The Consultancy has acted in such a way as to materially prejudice the business of BISON, the Client or the Client's customers; or
 - (ii) The Consultancy has failed to act in such a way as to materially protect the business of BISON, the Client or the Client's customers; or
 - (iii) The Client has displayed to the reasonable satisfaction of BISON that the services of the Consultancy are unsatisfactory for reasons of conduct or technical incompetence.
 - (iv) The Client becomes bankrupt or has a receiving order or administrative order made against it or is put into liquidation (save for the purposes of reconstruction or amalgamation).
- (c) If the Consultancy shall become bankrupt or commence to be wound up BISON shall without prejudice be entitled to terminate the Consultancy's involvement with the project.
- (d) Where the services of the Consultancy are dispensed with by the Client or the contract is terminated by BISON or the Consultancy is in breach of these terms, payment will be made only for those sections of the project which have been approved by the Client. However, BISON shall only be required to pay to the Consultancy in respect of sums due to the Consultancy only such amounts as BISON is able to recover from the Client.
- (e) Upon the termination of the contract or upon prior demand by BISON or its Client, the Consultancy shall deliver to BISON or its Client or its Client's customers all plans, programs, specifications, keys, papers or any other such property belonging to BISON or its Clients which may have been prepared by the Consultancy or have come into the Consultancy's possession during the term of the project. The Consultancy shall not retain any copies thereof.
- (f) If provision is made in the Project Schedule for the contract to be terminated before the completion date or final delivery date, services shall be provided within the agreed notice period in full, unless otherwise agreed in writing by the Client. If the Consultancy fails to give such written notice, or fails to provide services within the requisite notice period, the Consultancy shall be deemed to have caused a breach of the terms of this contract and BISON shall have the right to pursue the Consultancy for any damages suffered as a result of such a breach.

13. RELATIONSHIP OF THE PARTIES

- (a) BISON does not accept any responsibility for, or obligations towards, the Consultancy of whatever nature and BISON will ensure that neither the Agreements forming the relationship nor their practical performance may be construed as creating any relationship as between employer and employee, or any obligation other than those set out in this Contract for Services Agreement. Furthermore, the Consultancy will, in no circumstances, represent itself as an employee of BISON or the Client.
- (b) The Consultancy, its employees, officers and representatives are not entitled to any special payment or benefit normally made to the staff of BISON. The Consultancy is to be viewed as a separate legal entity and is not entitled to enter into any grievance procedure associated with employment matters that involve BISON.
- (c) BISON or the Consultancy have no obligation to continue or extend any works on the project after the final date agreed upon in the schedule.
- (d) Both parties agree that it is not necessarily accepted that the Consultancy and/or any officer, employee or representative of the Consultancy, works or shall work for and under the supervision and direction of the Client for the purposes of the AWR or that the AWR apply to the arrangements relating to the provision of the Services.

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14. FIDELITY

During the term of the contract and for a period of twelve months following the termination of the contract, the Consultancy shall not offer its services or those of a third Party to the Client of BISON or any organisation involved with the Client or BISON in the undertaking of this contract with whom the Consultancy shall have had contact during the term of the contract.

15. LEGAL DOCUMENTATION

The Consultancy shall furnish BISON with a copy of its Certification of Incorporation and if requested by BISON a copy of its Memorandum and Articles of Association together with any insurance documentation, VAT certificates or any other legal documentation that may be appropriate.

16. ENGLISH LAW

The contract shall be deemed to have been made in England and shall be governed and construed according to English Law.

17. VARIATION

No variation or alteration of these terms shall be valid unless approved in writing by a Director of BISON

18. NOTICES

Any notice to be given may be delivered or sent by first class recorded post or facsimile or via email to the Consultancy's address appearing in the project schedule. Any such notice shall be deemed to have been served:

- (i) If delivered, at the time of delivery, or
- (ii) If posted, at the time of recorded delivery, or
- (iii) If sent by email or facsimile, at the time of receipt, unless received after 5.00pm on any day when it shall be deemed to have been served on the next business day.

19. DISCLAIMER

BISON accepts no liability to indemnify the Consultancy for any losses, expenses or liability incurred by the Consultancy whether by reason of tax or other statutory or contractual liability to any third party arising from the contract.

20. DATA PROTECTION

BISON complies with the provision of the Data Protection Act 1998 and expects the Consultancy who receives any document or communication from BISON to do so in respect of the contents. BISON will not accept responsibility for the failure by the Consultancy in respect of any documents or communications sent to them by BISON.

21. CONDUCT OF EMPLOYMENT AGENCIES AND EMPLOYMENT BUSINESSES, 2003

Both parties agree that it is not necessarily accepted that the Contractor and/or any officer, employee or representative of the Consultancy, works or shall work for and under the control of the Client for the purposes of the Conduct Regulations or that the Conduct Regulations apply to the arrangements relating to the provision of Services. The Consultancy therefore, confirms that the regulations of the Conduct of Employment Agencies and Employment Businesses, 2003 will not apply to the supply of Services under this agreement.



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DECLARATION

I confirm that the Consultancy Representative has the legal right to work in the country required within this agreement, for the duration of the assignment.

I acknowledge and understand that completed time records should accurately reflect the hours worked and that it is a criminal offence to obtain pecuniary advantage by deception.

I have read, understood and agree to these BISON Terms of Business.

Signed by:

Date

For and on behalf of THE CONSULTANCY