

TERMS AND CONDITIONS OF BUSINESS FOR THE SUPPLY OF STAFF SERVICES

THE PARTIES

This is a contract between:

- (1) **AMALGA LIMITED (Company No. 04197644)** whose registered office is at Devonshire House, 60 Goswell Road, London, England, EC1M 7AD.
- (2) the company or organisation to which the letter from Amalga accompanying this Agreement is addressed (hereinafter referred to as "the Client")

BACKGROUND

- (A) Amalga is in business on its own account engaged in the provision of support services at civilian airports.
- (B) Amalga has agreed to provide employees of Amalga to the Client in order to carry out services on behalf of the Client ("the Services").
- (C) If Amalga does provide any of its employees to the Client, the Parties have agreed that the Services shall be provided on the terms set out in this Agreement.

1. DEFINITIONS

- 1.1 In this Agreement the following definitions and rules of interpretation apply (unless the context requires otherwise):

Agreement: means this Agreement between the Parties incorporating the Terms and Conditions contained herein and any incorporated document or schedule including the Letter from Amalga accompanying this Agreement.

Amalga: means Amalga Limited in its capacity as the service provider.

Assignment: means the period for which an Employee is supplied to carry out the Services.

Charges: means the sums calculated according to the number of hours worked by the Employee at the rate specified in the Letter from Amalga accompanying this Agreement and any travel or other expenses as may have been agreed with the Client. VAT will be charged on these Charges at the rate applicable at the time of invoicing. The Charges are to be paid without deductions (other than deductions which the Client is required to make by law).

Client: shall include, the company or organisation to which the Letter from Amalga accompanying this Agreement is addressed and any group company of the Client including any other subsidiary company, or associated company or any such holding company to whom the Employee is supplied by Amalga. These terms shall have the meaning given them by the Companies Act 1985.

Confidential Information: means information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of Amalga and confidential and trade secrets including without limitation technical data and affairs of Amalga which come to the attention or possession and by which Amalga regard or could reasonably be expected to regard as confidential, whether or not so marked as „confidential“.

Employee: means any individual whose services are supplied by Amalga to the Client under the terms of this Agreement and shall include any replacement or substitute supplied to the Client in accordance with clause 13.6.

Engagement: means the engagement of the Employee by the Client on the terms of this Agreement and any employment or use of the Employee on a permanent or temporary basis, directly or indirectly, whether under a contract of service or for services, an agency, licence, franchise or partnership arrangement; or any other arrangement.

Insurance Policies: Employers Liability, Public Liability and Contractors All Risks.

Introduction Fee: means the sum payable by the Client to Amalga should the Client engage the services of the Employee on a permanent basis with consent.

Letter from Amalga: means the Letter from Amalga accompanying this Agreement.

Relevant Period: means 26 weeks commencing on the day that the Employee last performed the Services for the Client pursuant to the Assignment or if more than one Assignment of the last day of the last Assignment. If there is no Assignment, the Relevant Period means 26 weeks from the date on which the Employee was introduced to the Client by Amalga.

Restricted Period: means the 12 months following either: the first day of the Employee's Assignment; or the termination or expiration of this Agreement whichever is the later.

Transfer Fee: means the sum payable by the Client to Amalga should the Client engage the services of the Employee on a permanent basis in breach of clause 10 within the Restricted Period.

- 1.2 The headings in this Agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 A reference to one gender includes a reference to the other gender.
- 1.5 Any schedules and specific documents referred to in this Agreement do form part of (and are incorporated into) this Agreement.

2. THE AGREEMENT

- 2.1 For the avoidance of doubt when providing the Services pursuant to this Agreement Amalga does so as an employment business pursuant to the Employment Agencies Act 1973 and the relevant statutory instruments.
- 2.2 This Agreement is deemed to have been accepted by the Client with effect from the commencement date of the Assignment and shall remain in force for the period specified in the Letter from Amalga accompanying this Agreement unless terminated under Clause 14.
- 2.3 Amalga may at any time without notifying the Client make any changes to the Services to be provided during the Assignment which are necessary to comply with applicable safety or other statutory requirements and which do not materially affect the nature or quality of the Assignment. The Client will be notified of any necessary changes.
- 2.4 No variation or alteration to this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

3. DUTIES

- 3.1 The Client shall be responsible for specifying its requirements and timeframes and will provide Amalga with all information necessary to ensure that Amalga may supply the Services to the Client's satisfaction; including but not limited to details of the dates and anticipated duration of the Assignment, the services to be provided (including the location and the hours to be worked, the potential health and safety risks together with the steps taken to prevent or control such risks), the training, any necessary qualifications or authorisations and any anticipated expenses payable.
- 3.2 The Client warrants that any information provided to Amalga will not infringe data protection, the copyright or other rights of any third party, and the Client shall indemnify Amalga against any loss, damages, costs or other claims arising from any such infringement.
- 3.3 For the duration of the Assignment Amalga shall use reasonable endeavours to procure that the Employee supplied to the Client is suitable to provide the Services with reasonable care, skill and ability and has the requisite

technical competence; and that the Employee, subject to any absences for illness or holiday, shall devote such time and attention as may be reasonably necessary for the proper performance of the Services.

- 3.4 Neither of the Parties shall hold itself (and shall procure that the Employee shall not hold themselves) out as having authority to bind one another (Amalga and or the Client) in any way in relation to third party arrangements or other.
- 3.5 The Client shall at its own expense ensure that the Employee is afforded sufficient access to any of the Client's or third parties' premises, materials, manuals, personnel, data and other information and use of any equipment which is reasonably necessary for the satisfactory completion of the Services.
- 3.6 Whilst the Employee is working at the Client's or third parties' premises the Client shall provide the Employee with a suitable place of work and such materials in a good condition and sufficient for the purposes for which they are required and the Client should ensure that the Employee is made aware and abides by the rules and regulations of the Client's or third parties' site. Any insubordination, disobedience, performance, conduct or capability matter, however, should be reported to Amalga and not dealt with by the Client directly. Amalga will remain responsible for any action in that regard, including disciplinary proceedings and the Client shall provide relevant information and evidence as reasonably required to enable Amalga to undertake appropriate investigation and disciplinary action.
- 3.7 The Client shall advise Amalga of all health and safety matters about which Amalga is required to inform the Employee, and the Client shall carry out all health and safety risk assessments relevant to the Assignment.
- 3.8 For the duration of the Assignment and whilst the Employee is working at the Client's or third parties' premises the Client shall undertake to:
 - 3.8.1 ensure that the health and safety standards required by all applicable regulations and guidelines are observed; and
 - 3.8.2 notify Amalga and the Employee of any specific risks to health and safety known to it and what steps the Client has taken to prevent or control such risks; and
 - 3.8.3 confirm that it knows of no reason why it would be detrimental to the interests of the Employee to undertake the Services.
- 3.9 The Client shall provide, at its own cost, the Employee with health and safety training and shall provide all further training required.
- 3.10 The Client shall provide, at its own cost, the Employee with any and all necessary personal protective equipment and shall ensure that the same is replaced as required.
- 3.11 The Client undertakes to assist Amalga in complying with Amalga's duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by Amalga and the Client will not do anything to cause Amalga to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of an Employee for more than 48 hours in any week, the Client must notify Amalga of this requirement before the commencement of that week. Only Employees who consent to working over 48 hours in any week will be permitted to do so.
- 3.12 The Client undertakes to supervise the Employee sufficiently to ensure the Client's satisfaction with the Employee's standards of workmanship.
- 3.13 The Client warrants that it shall not request Amalga to supply an Employee to perform duties normally undertaken by staff who are participating in an official strike or other Industrial Action.

4. TIME SHEETS

- 4.1 Amalga shall provide the Client with timesheets on which to record the hours worked by the Employee. The Client will provide these timesheets to the Employee for completion and signature.
- 4.2 The Client shall send to Amalga the signed timesheets verifying the Employee's working hours that week by close of business each Friday or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week.
- 4.3 It is the Client's responsibility to ensure that the recorded hours are a true reflection of the hours worked by the

Employee but failure by the Client to sign the timesheets will not negate the Client's obligation to pay the Charges in respect of hours worked by the Employee nor will dissatisfaction with the Employee's performance.

- 4.4 In the event of a dispute in respect of the hours worked between the Client and the Employee the Client shall inform Amalga in writing within 24 hours of such dispute arising and the Client shall provide timely assistance to Amalga if it needs to verify the hours claimed and establish what hours (if any) were worked.

5. REMUNERATION

- 5.1 Amalga will be responsible for payment of the Employee's remuneration, Amalga and the Employee's National Insurance Contributions and PAYE Income Tax where applicable.
- 5.2 Under no circumstances will the Client discuss the Charges with the Employee or make payment to the Employee direct.

6. CHARGES

- 6.1 The Client agrees to pay Amalga for all work performed by the Employee in the provision of the Services.
- 6.2 The Employee's hourly charge rate shall be agreed between Amalga and the Client on an Assignment by Assignment basis and the charge rate applicable to the Employee shall be stated in the Letter from Amalga accompanying this Agreement.
- 6.3 In order to achieve the most suitable Employee hourly charge rate, the Client shall endeavour to provide Amalga before the commencement of the Assignment all relevant information to the anticipated duration of the Assignment, the nature of the services to be provided (including location and required hours, any potential health and safety risks), together with training, qualification and authorisation requirements.
- 6.4 The Charges are calculated as a multiple of the number of hours, days, weeks (as appropriate) worked by the Employee during the Assignment and the relevant charge rate stated in the Letter from Amalga accompanying this Agreement.
- 6.5 Amalga shall be entitled to vary the Charges from time to time by giving not less than 14 days written notice to the Client.
- 6.6 Invoices, accompanied by copies of any available supporting timesheet(s) or other such evidence, for the work performed by the Employee shall be presented to the Client for payment on a weekly basis. The Charges are payable by the Client direct to Amalga within 14 days of receipt by the Client of the relevant invoice. Payment by the Client of the Charges shall constitute acceptance of the level of the Charges and the accuracy of any accompanying copy timesheet(s) or other such evidence.
- 6.7 Chargeable hours worked by an Employee shall commence on the Employee's arrival at site except where the Client requires an Employee to travel, for example from site to site, in which case travel time will be charged at the Employee's applicable hourly rate of Charges.
- 6.8 The Client warrants that it shall pay the Charges (plus VAT if applicable) direct to Amalga within 14 days of receipt by the Client of the relevant invoice.
- 6.9 The Client shall pay the Charges of Amalga relating to the Employee's authorised break(s), as noted on the Employee's timesheet or other such evidence, unless otherwise expressly agreed in writing.
- 6.10 In the event of late payment the Client shall be contractually obliged to pay Amalga interest on the sum due (calculated on a daily basis) at the statutory rate in accordance with The Late Payment of Commercial Debts (Interest) Act 1998 (as amended) from the date such payment fell due.
- 6.11 The Client shall reimburse all reasonable properly and necessarily incurred expenses of the Employee (plus VAT if applicable) in the provision of the Services to Amalga subject to production of receipts or other appropriate evidence of payment.
- 6.12 Where the Client requests Amalga to provide the Employee with tools, plant, materials or equipment, such as a mobile telephone, Amalga shall charge the Client for the use of such equipment at a rate to be agreed between Amalga and the Client prior to Amalga supplying the equipment.

7. CONFIDENTIALITY

- 7.1 The Client shall not either during the Assignment or Engagement or at any time after the termination of this Agreement use or disclose to any firm, person or company any Confidential Information.
- 7.2 The restriction under clause 7.1 shall not apply to any use or disclosure authorised by the Parties or required by law; or any information which is already in, or comes in, to the public domain otherwise than through the Parties unauthorised disclosure.

8. INSURANCE AND LIABILITY

- 8.1 The Employee is employed by Amalga under a contract of employment.
- 8.2 Amalga shall ensure that the relevant Insurance Policies are taken out and maintained throughout the Assignment.
- 8.3 Notwithstanding the Employee's employment status the Client for the duration of the Assignment agrees to be responsible for:
- 8.3.1 provision of adequate Contractors All Risk, Professional Indemnity, Employer's and Public Liability Insurance cover for the Employee and will indemnify Amalga against any liability thereunder; and
 - 8.3.2 all acts, errors or omissions of each Employee, whether wilful, negligent or otherwise; and
 - 8.3.3 compliance in all respects with all statutes relating to the Employee including the employment regulations, the Health and Safety At Work Act, its statutory instruments and guidelines and codes of practice to which the Client is ordinarily subject in respect of its own employees and shall indemnify Amalga for any causes of action or complaints arising from the Client's breach of the regulations or treatment of the Employee; and
 - 8.3.4 notwithstanding the provisions of clause 8.3.3, the Client will not be responsible for any contractual obligations as set out in the Employee's contract of employment.
- 8.4 The Client shall be responsible for taking all steps necessary or desirable for the health, safety and welfare of the Employee when performing services at any premises of the Client or third parties as if the Employee (strictly for the provision of this clause) were an Employee of the Client and the Client shall indemnify Amalga against any failure to do so.

9. RESTRICTIONS ON LIABILITY

- 9.1 Amalga shall not be liable for any loss of or damage to the business, revenue, profit, anticipated savings, goodwill or reputation of the Client howsoever arising.
- 9.2 Amalga shall not be liable for any loss or damage suffered or incurred by the Client in respect of any claim by any third party
- 9.3 Amalga shall not be liable for any indirect or consequential loss or damage suffered or incurred by the Client.
- 9.4 Amalga does not restrict any liability it has or would otherwise have for the death of or injury to any individual resulting from negligence for which it is or would otherwise be liable, or for any fraud for which it is or would otherwise be liable.

10. NON-SOLICITATION

- 10.1 The Client shall not without the prior written consent of Amalga at any time during the Assignment or for the Relevant Period or Restricted Period following the termination of the Assignment or Agreement solicit or entice away from Amalga the Employee or engage or offer to employ or engage in any capacity any person who is, or has been engaged, by Amalga in any capacity or in the provision of the Services to the Client.
- 10.2 Where Amalga grants consent to the permanent engagement of the Employee under clause 10.1 the Client agrees to pay to Amalga the Introduction Fee under clause 11.1. The amount will be payable by the Client as a precondition of Amalga's written consent.

- 10.3 The Client shall procure that it (its group company and any and every subsidiary company) should observe the restrictions contained in clause 10.1.
- 10.4 In the event that the Client shall engage the Employee without such written consent and or in breach of clause 10.1 the Client shall be liable to pay Amalga the Transfer Fee under clause 12.1.
- 10.5 If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

11. INTRODUCTION FEES

- 11.1 Subject to the provisions of clause 10.1 should an Employee be engaged by the Client within the Relevant Period then the Client will pay to Amalga a sum amounting to the Employee's standard Monday to Friday hourly charge rate multiplied by 400 (four hundred) (plus VAT if applicable).
- 11.2 The Client agrees to pay the sum payable under clause 11.1 within 14 days of the date of the invoice issued in respect of the sum payable under clause 11.1 such sum being subject to the same provisions for late payment as under clause 6.10.

12. TRANSFER FEES

- 12.1 The Client shall be liable under clause 10.4 to pay to Amalga 35% (thirty five percent) of the Employee's gross annual remuneration (plus VAT if applicable) at the rate payable by Amalga immediately before the Employee commenced the Assignment .
- 12.2 The sum payable under clause 12.1 will be due and payable by the Client irrespective of the duration of any Assignment.
- 12.3 The Client agrees to pay the sum payable under clause 12.1 within 14 days of the date of the invoice issued in respect of the sum payable under clause 12.1 such sum being subject to the same provisions for late payment as under clause 6.10.
- 12.4 If clause 12.1 of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable for any reason then clause 11.1 shall apply in substitute as the applicable fee due for payment by the Client.

13. CAPABILITY AND REPLACEMENT

- 13.1 The Client shall satisfy itself that the Employee has the overall capability to perform the Services required under the Assignment and the Client shall notify Amalga of any complaints concerning the Employee's performance or conduct as soon as knowledge of such matters of concern should arise. Amalga will accept no responsibility for information relating to the Employee which is outside of its knowledge.
- 13.2 The Client shall notify Amalga immediately and without delay and in any event within 24 hours in writing if the Employee fails to attend work or notifies the Client that he is unable to attend work for any reason.
- 13.3 Should the Employee be unable to provide the Services during the Assignment for reason of illness or injury the Client shall advise Amalga of that fact as soon as reasonably practicable and the Client shall assist Amalga in respect of its obligations under the statutory sick pay scheme by providing to Amalga evidence of the Employee's illness or injury as Amalga may reasonably require from the Employee.
- 13.4 No Charges shall be payable by the Client in accordance with Clause 6 in respect of any period during which the Services are not provided under the Assignment save for in event of the Client failing to provide notice of variation to the Services as stated in clause 14.4.
- 13.5 The Client shall notify Amalga in writing if it should wish to terminate the Services of the Employee and shall provide a clear written account of the difficulties encountered.
- 13.6 Amalga may offer to appoint a suitably qualified and skilled substitute employee to perform the Services under the Assignment instead of the Employee either on a temporary or permanent basis.

- 13.7 The provision of a replacement by Amalga shall in no way amount to an admission that the work carried out by the Employee was not carried out with reasonable care and skill.

14. TERMINATION AND VARIATION

- 14.1 This Agreement may be terminated at anytime by either Party upon provision of 14 days notice to the other party in writing unless otherwise stated in the relevant schedule.
- 14.2 Either Party may (without limiting any other remedy) at any time terminate the Agreement forthwith by giving written notice to the other:
- 14.2.1 if the other commits a serious or material breach of these conditions and (if capable of remedy) fails to remedy the breach within 14 days after being required to do so by written notice; or
- 14.2.2 if the other goes into liquidation, (or in the case of an individual or firm becomes bankrupt) or makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.
- 14.3 The rights to terminate this Agreement given by this clause 14 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.
- 14.4 Should the Client wish to make any variation to the Services such as reducing the hours worked by the Employee each day, the number of days worked by the Employee each week or the number of Employees providing the Services, the Client shall provide Amalga with 14 days" written notice before any such variation comes into effect.
- 14.5 For the avoidance of doubt, termination of this Agreement shall not affect any provisions which are intended to operate after termination including but not limited to the Charges (Clause 6), Confidentiality (Clause 7), Insurance and Liability (Clause 8), Non-Solicitation (Clause 10), Introductory Fees (Clause 11) and Transfer Fees (Clause 12).

15. GENERAL

- 15.1 No failure or delay by Amalga in exercising any of its rights under the contract shall be deemed to be a waiver of that right, and no waiver by Amalga of any breach shall be considered as a waiver of any subsequent breach of the same provision or any other provision.
- 15.2 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.
- 15.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than Amalga and the Client shall have any rights under it. The terms of this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing between the Parties or this Agreement may be rescinded (in each case), without the consent of any third party.
- 15.4 This Agreement contains the entire and only agreement and will govern the relationship between Amalga and the Client in substitution for all previous agreements and arrangements whether written, oral or implied between Amalga and the Client relating to the Services all of which are deemed to have terminated.
- 15.5 Amalga and the Client acknowledge that in entering into this Agreement neither has relied on any representation or undertaking by the other whether oral or in writing except as expressly incorporated in this Agreement. Amalga will not be liable for any misrepresentation by it made innocently or negligently and any remedy of the Client in respect of any such representation which is untrue and made before any Assignment will be limited to damages for breach of contract.

16. NOTICES

- 16.1 Any notice given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to Amalga at its address for service and to the Client at its registered office for the time being. Any such notice shall be deemed to have been received: if delivered personally, at the time of delivery; or in the case of pre- paid recorded delivery or registered post, 48 hours from the date of posting;
- 16.2 Amalga's address for service shall be: Unit 2a/b Ridgeway Distribution Centre, The Ridgeway, Iver, Bucks, SL0 9JQ.

16.3 In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post.

17. GOVERNING LAW AND JURISDICTION

17.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales.

17.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.