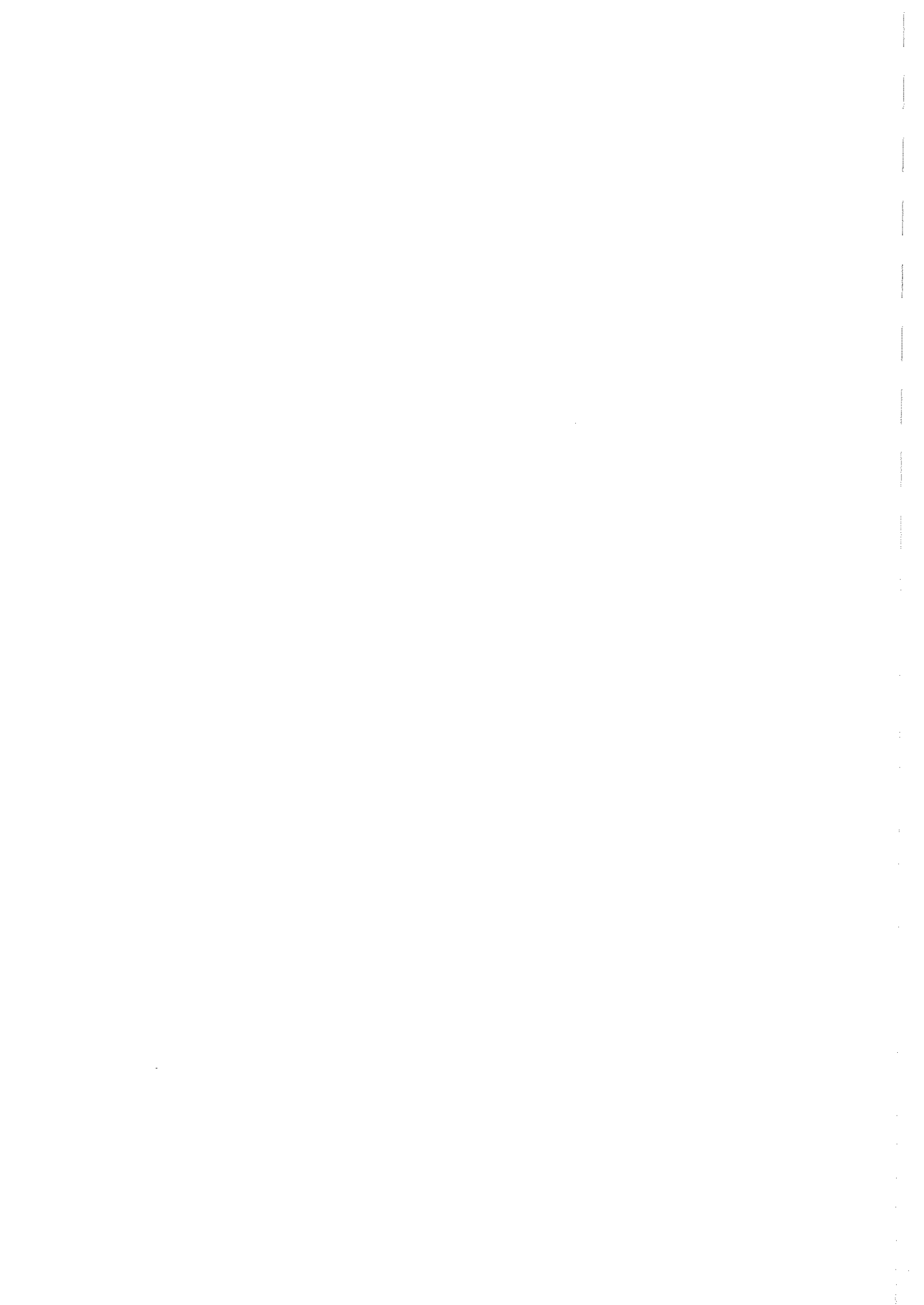


Form of Contract

London Borough of Brent

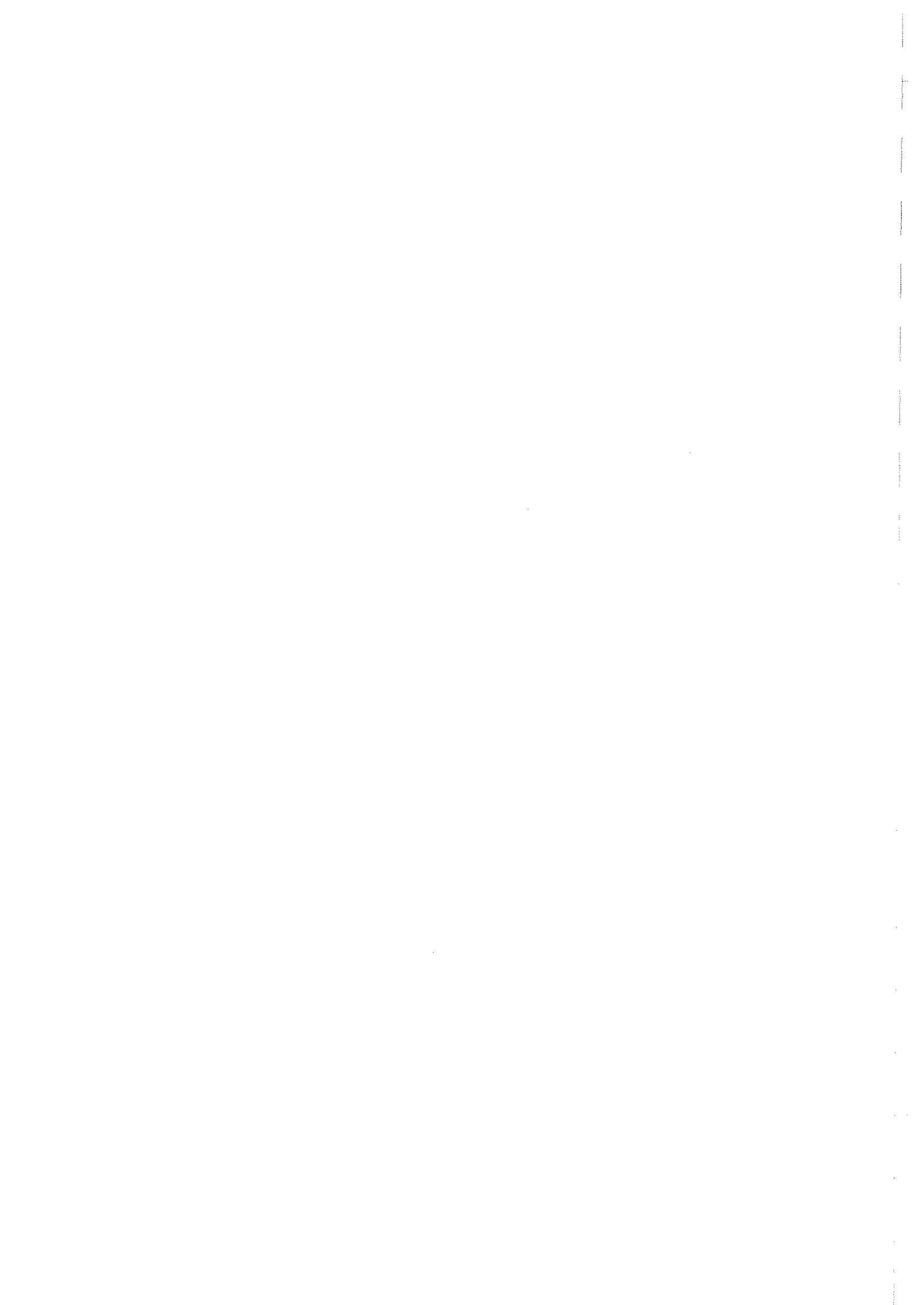
February 2007

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AGREEMENT dated...¹.....day of...~~MAY~~.....2007

BETWEEN

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BRENT, The Town Hall,
Forty Lane, Wembley, Middlesex HA9 9HD ("LBB");

AND

EDEN BROWN LIMITED of 222 Bishopsgate, London EC2M 4QD, Company registration
number 3643845 ("the Contractor").

BACKGROUND

1. LBB seeks provision of a vendor neutral master vendor recruitment service
2. The Contractor has agreed to provide the Service on the terms of this Contract.

NOW IT IS AGREED:

1. Definitions and Interpretation

In this Contract the masculine shall include the feminine and the neuter, and the singular shall include the plural and vice versa, and the following words and expressions shall have the following meanings except where the context requires otherwise:

- 1.1 "Commencement Date" means 5 June 2006
- 1.2 "Conditions" means these conditions of contract;
- 1.3 "Contract" means this agreement between LBB and the Contractor as set out in the Contract Documents;
- 1.4 "Contract Documents" means the documents comprising the Contract, as follows:
 - these Conditions;
 - the LBB Specification; and
 - the Payment Schedule
- 1.5 "Contract Manager" means a competent and appropriately qualified and experienced person appointed by the Contractor to be its representative in relation to the performance of the Contract who will receive and act on any instructions given by the LBB Representative;
- 1.6 "Contract Period" means the duration of the Contract as set out at Condition 3.2;
- 1.7 "Force Majeure Event" means any circumstance beyond the reasonable control of a party which renders the continued providing or receiving of all or part of the Service in accordance with the Contract illegal or impossible, including, but not limited to fire, flood, Act of God, riot, civil disturbance, industrial dispute (not directly involving either party), war or sabotage; or the introduction of any previously unrecognised malicious code including virus, Trojans and worms.

- 1.8 "LBB's Representative" means the person appointed by LBB to act on its behalf for the purpose of managing the Contract;
- 1.9 "Neutral Advisor" means the mediator appointed pursuant to Condition 30;
- 1.10 "Payment Schedule" means the document annexed to these Conditions which incorporates the pricing mechanism upon which the Contractor will be paid;
- 1.11 "Purchase Orders" means LBB's Purchase Order, clearly indicating the quantity, quality and nature of the goods or services and any Contract or agreed prices related thereto.
- 1.12 "Service" means the Service to be provided by the Contractor in accordance with the Contract, in particular, but not limited to, the Specification, including any modification made pursuant to Condition 7;
- 1.13 "Specification" means the LBB document which describes the Service to be provided by the Contractor and any modifications to it made pursuant to Condition 7;
- 1.14 Reference to the Contractor's personnel shall be deemed to include the Contractor's partners, directors and employees and the Contractor's agents, sub-contractors and essential visitors unless the context otherwise requires.
- 1.15 A reference to any legislative and statutory requirement or similar instrument shall be deemed to include reference to any subsequent amendment to them.
- 1.16 The headings are inserted for convenience only and shall not affect the interpretation of the Contract.

2. Contract Principles

2.1 Sufficiency of Information

- 2.1.1 The Contractor is deemed to have satisfied itself as to the nature and extent of the Services to be provided and shall be deemed to be satisfied as to the accuracy and sufficiency of the rates and prices stated in the Payment Schedule which shall (except insofar as is otherwise expressly set out in the Contract) cover all the Contractor's obligations and costs under the Contract. The Contractor shall be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances, which might reasonably influence or affect the Contractor's price.

2.2 Documents Mutually Explanatory

- 2.2.1 Except as otherwise expressly provided, the Contract Documents are to be taken as mutually explanatory of one another. Should the Contractor become aware of any ambiguities or discrepancies in or between the Contract Documents, the Contractor shall immediately give full written details to LBB's Representative who shall resolve the discrepancy and issue appropriate instructions to the Contractor.
- 2.2.2 In case of discrepancy between these Conditions and other documents forming part of the Contract these Conditions shall prevail.

2.3 Variations

- 2.3.1 Following the formation of a binding agreement, no deletion from, addition to, or variation of the Contract shall be valid or of any effect unless agreed in writing and signed by the parties.

2.4 Copyright

- 2.4.1 Copyright in the Contract Documents shall vest so far as it lawfully can in LBB but the Contractor may obtain or make at its own expense any further copies required for use by the Contractor in the provision of the Service.

2.5 Interest

- 2.5.1 Where either LBB or the Contractor has a right under the Conditions to recover a sum due as a debt, interest shall accrue from the date the debt arises at a rate of 8% above the Bank of England Reference Rate
- 2.5.2 The rights of the parties under Condition 2.5.1 shall be without prejudice to any other rights or remedies, which they may possess.

2.6 Non-Exclusive Arrangement

- 2.6.1 The Contractor acknowledges and agrees that:
- (a) LBB does not guarantee any minimum amount of business or spend with the Contractor; and
 - (b) this Contract in no way limits LBB's right to engage other contractors to provide the Services during the term of the contract.

3. **Appointment and Contract Duration**

- 3.1 LBB appoints the Contractor to provide the Service throughout the Contract Period in consideration of payment by the LBB of the prices set out in the Payment Schedule in accordance with the provisions of the Contract.
- 3.2 The Contract shall commence with effect from the Commencement Date and subject to the Contract provisions for earlier termination of all or part of the Contract shall continue in force for a period of 3 years (unless extended by LBB by written notice not later than three months before expiry for a maximum of 1, 2 year extensions).

4. **Contractor's Obligations**

- 4.1 The Contractor shall provide the Service in compliance with the Contract.
- 4.2 The Contractor shall provide the Service with reasonable skill, care and diligence and due propriety and with the utmost good faith, in accordance with legislative requirements, in accordance with LBB's Representative's written instructions and

whether all of these requirements are met shall be determined by LBB's Representative acting reasonably.

- 4.3 The Contractor shall promptly inform LBB's Representative and confirm in writing, if the Service, or any part of it, is not being, or may not be, performed, whether or not the result of any act or omission by LBB, giving details, reasons and likely duration. The provision of this information shall not relieve the Contractor from its contractual obligations.
- 4.4 If the Contractor requires any further instruction or information in connection with the provision of the Service, the Contractor shall make a sufficiently detailed, and sufficiently timely, written application to LBB's Representative specifying any critical date by which a response is needed, but otherwise giving LBB's Representative reasonable time to respond.
- 4.5 The Contractor shall at all times comply with all relevant LBB policies, Codes of Practice and Financial Regulations, provided a copy has been provided by LBB.
- 4.6 Except as otherwise provided in the Contract, the Contractor shall provide all staff, equipment, materials, information, data and other things whatsoever required for the provision of the Service including to give effect to any modifications pursuant to Condition 7. Except as otherwise provided, the Contractor shall not in any circumstances use any premises or equipment of LBB.
- 4.7 If the Contractor is unable or fails to provide the Service, or any part of it, in accordance with the Contract, LBB may make its own arrangements for provision of the Service, or any part of it, and all costs incurred as a result may be deducted from any sums due, or that become due, to the Contractor, or shall be recoverable from the Contractor by LBB as a debt. LBB's powers under this Condition 4.7 shall not be exercised unreasonably or vexatiously and these rights shall be without prejudice to any other rights or remedies of LBB.
- 4.8 The Contractor shall co-operate and co-ordinate its activities with other contractors or sub-contractors engaged by LBB as appropriate.
- 4.9 The Contractor shall ensure that neither the Contractor nor its personnel shall do any act or thing at any premises owned or occupied by LBB other than the proper performance of the Service, and no signs or advertisements shall be exhibited without prior LBB written approval.
- 4.10 Each year the Contractor shall provide upon request to LBB's Representative a copy of its audited accounts within six months of the relevant accounting reference date subsequent to those provided at the commencement of the Contract. In the event that the Contractor fails to provide accounts in accordance with this Condition 4.10 then, without prejudice to any other rights or remedies available to LBB, LBB's Representative or such persons as may from time to time be nominated by LBB's Representative shall be given access to all accounting documents and information in the possession, custody or control of the Contractor.

5. Contractor's Personnel

- 5.1 The Contractor shall employ sufficient persons to ensure that the Service is provided in accordance with the Contract.
- 5.2 The Contractor's personnel employed in connection with the Contract shall be properly and sufficiently qualified, competent, skilled, honest and experienced and shall at all times exercise care in the execution of their duties and the Contractor shall ensure that such persons are properly and sufficiently instructed and supervised with regard to the provisions of the Service and in particular:
- 5.2.1 the task or tasks such person has to perform;
 - 5.2.2 all relevant provisions of the Contract;
 - 5.2.3 all relevant policies, rules, procedures and standards of the Contractor and LBB;
 - 5.2.4 all relevant legislative requirements.
- 5.3 LBB's Representative shall have the power upon written notice, to require the Contractor, but not unreasonably, to remove from the provision of the Service any employee, sub-contractor or agent of the Contractor including the Contractor's Representative. The Contractor shall forthwith remove such person/s from the provision of the Service and as soon as reasonably practical shall provide a replacement. The Contractor shall fully and promptly indemnify LBB against any claim made by such personnel.
- 5.4 The Contractor shall take all reasonable steps to avoid changes to key personnel involved in provision of the Service.
- 5.5 If the circumstances under which the Service is provided are such that personnel of the Contractor are exempt from the provisions of Section 4 (2) of the Rehabilitation of Offenders Act 1974, by virtue of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975, then the Contractor shall ensure that all personnel to be engaged in the provision of the Service are questioned in accordance with the said Order about convictions which would otherwise be spent under the provisions of the said Act. The Contractor shall disclose to LBB's Representative the names and addresses and sufficient information and as appropriate all convictions of its personnel to be engaged in and about the provision of the Service to enable proper checks to be made. LBB's Representative may require such personnel not to be engaged in the provision of the Service and immediately substituted by the Contractor, unless LBB's Representative considers substitution unnecessary.

6. Contract Management

- 6.1 The Contractor shall at all times properly manage and monitor the Service.
- 6.2 The Contractor shall appoint a Contract Manager to act on its behalf for all purposes connected with the Contract, and any replacements shall be subject to the prior written approval of LBB not to be unreasonably withheld. Notices, information, instructions or other communications given to the Contract Manager shall be deemed to have been given to the Contractor.

6.3 The Contractor shall ensure that at all times LBB's Representative has up-to-date contact details for the Contract Manager or any temporary or permanent replacement including name, work and mobile telephone numbers. The Contract Manager or a duly authorised and competent representative shall be available to meet LBB Representative at all reasonable times and shall provide such written reports as LBB Representative may reasonably require prior to such meetings or generally.

7. Modifications

7.1 LBB's Representative shall have the power to issue to the Contractor instructions in writing upon reasonable notice:

7.1.1 requiring the Contractor to omit or postpone any part of the Service;

7.1.2 requiring the Contractor to provide services additional to the Service, provided that such additional services shall be similar to the Service;

7.1.3 requiring the Contractor to vary the scope of the Service or any part of it:

7.2 The valuation of modifications made pursuant to Condition 7.1 shall be ascertained by the LBB's Representative in accordance with the following provisions:

7.2.1 wherever it is appropriate and reasonable to do so the valuation shall be ascertained in accordance with the principles used and the rates and prices contained in the Payment Schedule;

7.2.2 otherwise the ascertainment of the valuation shall be on a fair and reasonable basis taking reasonable account of any compensating reduction, increase or re-organisation of some other part of the services and the extent to which it is reasonable for the Contractor to re-deploy existing staff and either party may seek appropriate written evidence of market rates;

7.2.3 where the modification relates to an omission or postponement under Condition 7.1.1 the valuation shall not include and LBB shall not be liable to the Contractor in respect of, any loss or reduced contribution to overheads or profit, whether in respect of this Contract or any other contract.

7.3 If the Contractor reasonably disagrees with the valuation of any modifications, it shall provide notice in writing to LBB Representative within 14 days of the date of the written instruction referred to at 7.1 setting out reasons why it opposes the valuation and, if appropriate, providing appropriate documentary evidence such as its own cost and relevant market rates.

7.4 The parties shall meet and negotiate in good faith within 14 days of the date of the Contractor's notice referred to in 7.3 with a view to reaching agreement on the valuation of the modification. If agreement is not reached within two months of the date of the Contractor's notice, then either party may refer the matter to the dispute resolution procedure set out at Condition 30.

7.5 Prior to resolution of any valuation dispute the Contractor shall implement the modification and upon resolution the valuation shall be backdated to the date of implementation.

8. Data Protection

8.1 The parties shall comply with the provisions of the Data Protection Act 1998 so far as applicable to this Contract and the Service and shall indemnify each other against all actions, costs, expenses claims, proceedings and demands which may be brought against the other party for breach of statutory duty under this Act which arises from the use disclosure or transfer of personal data by the other party or its servants or agents.

9. Confidentiality

9.1 LBB reserves the general right to disclose information about this Contract, unless otherwise agreed in writing.

9.2 The Contractor shall not disclose the Contract or any provision thereof or any information resulting from, in connection with, or during the course of, the Contract, to any person unless it is strictly necessary for the performance of the Contract, and authorised in writing by LBB. The Contractor shall comply with any instructions regarding changes to authorisations and other instructions regarding disclosure or non-disclosure.

9.3 This Condition does not apply in relation to information:

- (a) which is in or enters the public domain otherwise than by a breach of an obligation of confidentiality;
- (b) which is or becomes known from other sources without breach of any restriction on disclosure or;
- (c) which is required to be disclosed by law or any professional or regulatory obligation.

9.4 Subject to Condition 9.2 the Contractor shall ensure that information about the Contract, or arising from or connected with the Contract:

- (a) is divulged only to the minimum number of persons;
- (b) is divulged only to the extent essential to each person's action in carrying out (or in connection with) the Contract and that such persons do not divulge such information;
- (c) is properly safeguarded.

9.5 Subject to the retention of proper professional records, the Contractor shall, on written request from LBB, return all documents containing any part of the Service carried out by the Contractor, including but not limited to, documents stored electronically.

9.6 The Contractor shall ensure that any contract with:

- (a) any employee;
- (b) any contractor engaged in any way in connection with the Contract.

contains a condition requiring that person to keep all information in relation to the Contract and its performance confidential and shall draw their attention to the requirements of Condition 9.2.

- 9.7 No information regarding the Services being provided under the Contract or facilities to photograph or film shall be given or permitted by the Contractor except with prior written permission of LBB, to whom any press or other enquiry or any such matter should be referred. This Condition does not apply in relation to information:
- (a) which is in or enters the public domain otherwise than by a breach of an obligation of confidentiality;
 - (b) which is or becomes known from other sources without breach of any restriction on disclosure or;
 - (c) which is required to be disclosed by law or any professional or regulatory obligation.
- 9.8 The Contractor shall not, in connection with the Contract, communicate with representatives of the general or technical press, radio, television or other communications media unless specifically granted permission to do so in writing by LBB.
- 9.9 Except with the consent in writing of LBB the Contractor shall not make use of the Contract or any information issued or furnished by or behalf of LBB otherwise than for the purpose of the Contract.
- 9.10 The decision of LBB regarding anything in this Condition 9 shall be final and conclusive.

10. Drawings, Documents, Designs, Software and Other Data

- 10.1 Except where otherwise expressly agreed in writing, any drawings, specifications, software, designs or other data (including working documents, maps and photographs) completed or provided by LBB or the Contractor in connection with the Contract shall become or, as the case may be, remain the property of LBB, in whom shall be, or shall remain, vested all intellectual property rights and be delivered up to LBB on completion or termination of the Contract.
- 10.2 Where LBB has agreed to accept modern storage media, drawings and other documents shall be supplied by the Contractor in an agreed form.

11. Performance Monitoring

- 11.1 Generally, in order to assess whether or not the Contractor is providing the Service to the required standard, LBB shall have regard to:
- 11.1.1 the Contractor's compliance with Condition 34 Quality Assurance;
 - 11.1.2 oral and written complaints from recipients or users of the Service;
 - 11.1.3 the reliability of the Service provided;
 - 11.1.4 the Contractor's measurement of achievement against performance
 - 11.1.5 indicators, if any, set out in the Specification;
 - 11.1.6 the Contractor's measurement of achievement against the performance indicators set out in the Specification;

- 11.1.7 random spot-checks in accordance with the Specification; and
- 11.1.8 regular formal contract review meetings in accordance with the Specification and, in any event, not less than three times per annum where LBB Representative and the Contract Manager shall discuss the Contractor's performance in accordance with the Contract.

12. Retention of Documents, Access and Inspection

- 12.1 The Contractor shall retain all accounts, documents and records in connection with the Contract for at least three years after the expiry or termination of the Contract or for any longer period required by law or agreed between the parties.
- 12.2 At all times during the Contract Period, upon reasonable notice wherever appropriate in the circumstances, the Contractor shall allow LBB's Representative, LBB's auditors and such persons as may, from time to time, be nominated by LBB, access to:
 - 12.2.1 all workplaces of the Contractor for the purpose of inspecting work being performed pursuant to the provision of the Service;
 - 12.2.2 all workplaces of the Contractor for the purpose of inspecting records and documents in the possession, custody or control of the Contractor in connection with the provision of the Service;
 - 12.2.3 any personnel or agent of the Contractor for the purpose of interviewing such persons in connection with the provision of the Service;
 - 12.2.4 technology, resources, systems and procedures used or proposed to be used in connection with the provision of the Service.
- 12.3 During access and inspection visits, the Contractor shall provide all reasonable access and facilities free of charge.

13. Unsatisfactory Performance

- 13.1 Where, in the reasonable opinion of LBB Representative, the Contractor has failed to perform the whole or any part of the Service, with the standard of skill, care and diligence which a competent and suitably qualified person performing the same services could reasonably be expected to exercise, or in accordance with the Contract, LBB Representative may give the Contractor a notice specifying details of the unsatisfactory performance.
- 13.2 Where the Contractor has been notified of a failure in accordance with Condition 13.1 LBB may:
 - a) require the Contractor to perform the Service to LBB Representative's reasonable satisfaction within such period as may be specified, including where necessary, the correction or re-execution of any Service already carried out; or
 - b) withhold or reduce payments to the Contractor, in such amount as LBB reasonably deems appropriate.

14. Health, Safety, Fire and Environmental Requirements

14.1 The Contractor shall comply with;

14.1.1 the requirements of the Health and Safety at Work etc Act 1974 the Management of Health and Safety at Work Regulations 1999 (including the provision by the Contractor of a copy of its risk assessment under such regulations when requested by LBB), the Provision and Use of Work Equipment Regulations 1992;

14.1.2 all current relevant health, safety, fire and environmental legislation and official codes of practice and guidance;

14.1.3 all LBB health, safety, fire and environmental requirements, codes of practice and guidance as notified in writing by LBB.

14.1.4 all requirements of the Contract in relation to health, fire, safety and environmental matters.

14.2 The Contractor shall upon request provide a copy of its policies in relation to health, safety, fire and environmental issues.

14.3 The Contractor shall, so far as reasonably practicable and relevant to the provision of the Service, conserve energy, water and other resources, reduce waste and noise pollution and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, Volatile Organic Compounds and other substances damaging to health and the environment.

14.4 All written work in connection with the Contract shall (unless otherwise specified or agreed in writing) be produced on recycled paper containing at least 80% post-consumer waste and used on both sides where appropriate.

15. Equal Opportunities

15.1 As a manager, employer and provider for services and/or supplies, the Contractor shall do all it reasonably can to seek the elimination of all forms of discrimination in its employment practices, management and provision of its services in relation to sex, religion, race, disability and sexual orientation in accordance with an established equal opportunities policy (as amended from time to time). The Contractor shall provide a copy of its equal opportunities policy to LBB upon request.

15.2 In any event the Contractor shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act 1976 as amended by the Race Relations (Amendment) Act 2000, the Sex Discrimination Act 1975, the Disability Discrimination Act 1995 and the Equal Pay Act 1970 (amended 1984) and shall take all reasonable steps to ensure that all servants, employees or agents of the Contractor and all sub-contractors employed in the execution of the Contract do not unlawfully discriminate.

15.3 The Contractor shall observe as far as possible the Commission for Racial Equality's Code of Practice in employment which came into effect on 31st May 2002 and the

Manpower Services Commission's Code of Good Practice on Employment of Disabled People.

- 15.4 In the event of any judicial or other official finding of unlawful discrimination against the Contractor, the Contractor shall take all reasonable steps to prevent a repetition of the unlawful discrimination and shall provide details of those steps to LBB upon request.
- 15.5 In its provision of the Service the Contractor shall ensure that its staff behave with courtesy and respect to everyone regardless of sex, religion, race, disability and sexual orientation.
- 15.6 The Contractor shall provide such information as LBB may reasonably request for the purpose of assessing the Contractor's compliance with this Condition 15.

16. Gratuities

- 16.1 The Contractor shall not, whether itself, or by any partner, director, employee or sub-contractor, solicit or accept any gratuity, tip or any other form of money taking or reward, collection, or charge for any part of the Service other than charges in accordance with the provisions of the Contract.

17. Indemnity and Insurance

- 17.1 The Contractor shall be liable for and shall fully and promptly indemnify and keep indemnified LBB, its employees and agents, against all liabilities, demands, proceedings, damages, costs, losses, claims, charges and expenses whatsoever in any way arising out of or in connection with;
 - 17.1.1 The defective provision of the Goods or Service or breach by the Contractor of any requirement of the Contract or failure to provide the Service or any part of it, and
 - 17.1.2 the injury to, or death of, any person howsoever arising whether in contract, tort or otherwise except and to the extent that it may arise out of the act default or negligence of LBB its employees or agents other than the Contractor or its personnel.
- 17.2 The liability set out in Condition 17.1 shall, for the avoidance of doubt, include liability for third parties employed in connection with the Service so far as the management of, or instructions issued to, such third parties is the responsibility of the Contractor.
- 17.3 Without in any way limiting its responsibilities under this Condition 17, the Contractor shall insure with a reputable insurance company approved by LBB against its liabilities under Condition 17.1.
- 17.4 For all claims against which this Condition 17 requires the Contractor to insure, the insurance cover shall be the minimum sum specified, or such greater sum as the Contractor may choose, in respect of any one incident and the Contractor's insurance policy effecting such cover shall have the interest of LBB endorsed on it, or shall otherwise expressly by its terms confer its benefits upon LBB.
- 17.5 The Contractor shall supply to LBB upon request certified copies of the insurance policies together with documentary evidence necessary to demonstrate compliance with this Condition 17.

17.6 If the Contractor fails to take out and maintain any of the insurances required under this Condition 17 or if LBB reasonably considers that the policies of insurance do not effect sufficient cover, then LBB shall require the Contractor to forthwith procure and effect such insurance as LBB may reasonably require and in the meantime or in default, LBB may itself cause such insurance to be effected. The amount paid or payable by LBB may be deducted from any monies due or to become due to the Contractor under the Contract or such amount may be recoverable by LBB from the Contractor as a debt.

17.7 Public Liability Insurance

17.7.1 The Contractor shall, throughout the Contract Period, maintain in force such policies of insurance with reputable insurers or underwriters as shall fully insure against all sums which either party may become legally liable to pay by reason of all losses, claims, demands, proceedings insured under a public liability insurance policy and suffered by:-

- I. LBB or its employees;
- II. The Contractor or its employees (to the extent not already covered by the Contractor's existing employer's liability insurance); and
- III. Any other person;

to the extent not covered by the insurance required under Condition 17.9.

17.7.2 The Contractor shall ensure that any such insurance expressly covers loss or damage to goods or property (including computer hardware and software) loaned, leased or hired to it and which remains in the legal ownership of LBB.

17.7.3 The Contractor shall have public liability insurance of not less than five million pounds sterling (£5,000,000) in respect of any one incident.

17.8 Professional Indemnity Insurance

17.8.1 The Contractor shall maintain with reputable insurers or indemnitors, professional indemnity insurance which fully insures the Contractor in respect of the Contractor's obligations and liabilities to provide the Service, in an amount of not less than one million five hundred thousand pounds sterling (£1,500,000), for any one occurrence or a series of occurrences arising out of any one event (for a period of 12 years from the date of the completion by the Contractor of its obligations pursuant to the Contract provided that such insurance is available to contractors of the same profession or discipline at commercially reasonable rates. The Contractor shall immediately inform LBB if such insurance ceases to be available at commercially reasonable rates).

17.8.2 Employer's Liability Insurance

17.8.3 The Contractor shall have employer's liability insurance of not less than ten million pounds sterling (£10,000,000) in respect of any one incident.

17.8.4 The Contractor shall ensure that all sub-contractors maintain insurances (excluding professional indemnity insurance) which is not less than the abovementioned and shall obtain certified documentary evidence and produce it to LBB on request.

17.9 For the avoidance of doubt, minimum insurance levels shall not be a limit of liability under the Contract.

17.10 LBB shall indemnify and keep indemnified the Contractor against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in relation to the injury to, or death of, any person, or loss of, or damage to, any property including property belonging to the Contractor to the extent that it may arise out of the negligence of LBB, its employees or agents other than the Contractor or its personnel.

18. Security

18.1 LBB shall by prior arrangement provide such access to LBB premises as the Contractor may reasonably require to fulfil its obligations under the Contract.

18.2 The Contractor shall comply with all security requirements of LBB while at LBB premises including providing identity details and submitting to security checks on request and complying with LBB requirements relating to security passes, including returning them on exiting LBB premises.

18.3 LBB reserves the right to refuse admission to or require removal of any person from LBB premises who is considered unacceptable for any reason.

18.4 The Contractor shall be responsible for theft, loss or damage to:

18.4.1 its own property, plant, equipment, data or personal possessions brought onto LBB premises;

18.4.2 LBB property, plant, equipment, or data used or within the care and control of the Contractor.

18.5 The Contractor shall indemnify LBB in respect of the matters referred to in this Condition 18.

19. Occupation of LBB Premises

19.1 Any land or premises (including temporary buildings) made available to the Contractor by LBB in connection with the Contract shall be made available to the Contractor free of charge and shall be used by the Contractor solely for the purposes of performing the Contract. The Contractor shall have the use of such land or premises as licensee and shall vacate the same upon completion or determination of the Contract. Any utilities required by the Contractor shall be subject to such charges (if any) as are set out elsewhere in the Contract.

20. Contractor's Physical Resources

20.1 Except as otherwise agreed, the Contractor shall provide all resources and everything necessary for the provision of the Service.

- 20.2 The Contractor shall be responsible for the security of its resources together with anything used in connection with the provision of the Service and except as otherwise provided in this Contract, LBB shall have no liability for those resources.

21. Royalties and Patent Rights

- 21.1 The Contractor shall not in connection with the Contract use, manufacture, supply or deliver any process, article, matter or thing, the use, manufacture, supply or delivery of which would be an infringement of any patent or patent rights or any other intellectual property rights and the Contractor shall indemnify LBB against all actions, claims, demands, proceedings, damages, costs, charges and expenses which LBB may sustain, incur or be put to by reason or in consequence directly or indirectly of any breach of this provision (whether wilful or inadvertent) and against the payment of any royalties or other monies which LBB may have to make to any person or body entitled to patent rights or any other intellectual property rights in respect of any process or thing used, manufactured, supplied or delivered by the Contractor in connection with the Contract.
- 21.2 Any and all intellectual property rights developed under the Contract or arising from the Provision of the Service by the Contractor shall belong to LBB and the Contractor shall execute or cause to be executed all deeds and documents and undertake all acts required to vest such intellectual property rights in LBB.
- 21.3 The Contractor shall keep confidential and shall ensure that its personnel keep confidential any and all information which is learnt or obtained in relation to any intellectual property rights by the Contractor and/or its personnel in connection with the provision of the Service and shall enter into a confidentiality agreement with LBB should this be required by LBB.

22. Invoices and Payments

- 22.1 The Contractor shall submit an invoice to LBB as specified in the Payment Schedule
- 22.2 The Contractor shall submit with the invoice, such records as LBB may reasonably require including, but not limited to time sheets, expenses incurred, invoices paid or any other documents which would enable LBB to verify the information and the amounts referred to in that invoice.
- 22.3 The Contractor shall provide the name and address of its bank, the account name and number, the bank sort code and any other details, in whatever format LBB may require.
- 22.4 LBB shall pay the Contractor in respect of the satisfactory performance of the Services in accordance with the Contract.
- 22.5 Except where otherwise provided in the Contract, the amount payable to the Contractor for the performance of the Services shall be inclusive of all costs of staff, facilities, equipment, materials and all other expenses whatsoever incurred by the Contractor in discharging its obligations under the Contract.
- 22.6 LBB shall pay the Contractor within 30 days of the receipt of a valid invoice as set out in the Payment Schedule.

23. Value Added Tax

- 23.1 LBB shall pay the Contractor such Value Added Tax as may be properly chargeable in respect of the supply of the Services in accordance with the Contract.

24. Assignment and Sub-Contracting

- 24.1 LBB shall be entitled to assign the benefit of the Contract or any part of it and shall give written notice of any assignment to the Contractor.
- 24.2 The Contractor shall neither assign the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof nor sub-contract the provision of the Service or any part thereof without the written consent of LBB (which consent may be given subject to such condition, if any, as LBB may think fit to impose).
- 24.3 The Contractor shall ensure that any sub-contractor complies with all applicable provisions of the Contract. Any sub-contract shall not relieve the Contractor of its obligations under the Contract.
- 24.4 The Contractor shall make prompt payment of any payments due to sub-contractors and Suppliers.

25. Assistance in Legal Proceedings

- 25.1 The Contractor shall notify LBB's Representative of any accident, damage or breach of any statutory provision relating in any way to the Service immediately upon becoming aware of it. Such notification shall include all relevant information to enable LBB's Representative to investigate the matter fully.
- 25.2 If requested to do so by LBB's Representative, the Contractor shall provide LBB's Representative with any relevant information arising out of the provision of the Service, in connection with any legal inquiry, hearing, arbitration or Court proceedings in which LBB may become involved or any relevant disciplinary hearing internal to LBB and shall give evidence in such inquiries or proceedings or hearings.
- 25.3 Assistance shall be provided by the Contractor pursuant to this condition 25 free of charge where it is required in relation to a matter, which was caused or arose during the course of the Contract.

26. Prevention of Corruption

- 26.1 LBB shall be empowered to terminate the Contract immediately and to recover from the Contractor the amount of any loss resulting from such termination, if the Contractor shall have done any act intended as an inducement for obtaining any contract with LBB or shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward the receipt of which is an offence under Section 117 (2) of the Local government Act 1972, or statutory modification or amendment thereto.
- 26.2 The decision of LBB in relation to this Condition 26 shall be final and conclusive.

27. Termination

27.1 NOT USED.

27.2 If the Contractor or, where applicable, any of its directors or partners:

27.2.1 commits a material or fundamental breach of any of its obligations under the Contract;

27.2.2 persistently breaches any of its obligations under the Contract;

27.2.3 is subject to a merger, change of control, or take-over or changes its composition or staffing in a way which in the reasonable opinion of LBB seriously affects the ability of the Contractor to discharge its obligations under the Contract, except that maternity or paternity leave taken by employees under statutory or contractual entitlements shall be disregarded;

27.2.4 has any of its directors or partners convicted of dishonesty;

27.2.5 experiences, in the opinion of LBB's Representative, whose opinion shall be final and binding, an irreconcilable conflict of interest of LBB and any other client or interest of the Contractor;

27.2.6 becomes bankrupt, or makes a composition or arrangement with its creditors, or has a proposal for voluntary arrangements for a composition of debts, or scheme or arrangement approved in accordance with the Insolvency Act, 1986;

27.2.7 has an application made under the Insolvency Act 1986 to the Court for the appointment of an administrator or an administrative receiver;

27.2.8 has a winding-up order made, or (except for the purpose of amalgamation or reconstruction) a resolution for voluntary winding-up passed;

27.2.9 has a provisional liquidator, receiver, or manager of its business or undertaking duly appointed;

27.2.10 has an administrator or an administrative receiver, as defined in the Insolvency Act 1986, appointed;

27.2.11 has possession taken, by or on behalf of the holders of any debenture secured by a floating charge, or any property comprised in, or subject to, the floating charge;

27.2.12 is in circumstances which entitle the Court or a creditor to appoint, or have appointed, a receiver, a manager, an administrator or an administrative receiver, or which entitle the Court to make a winding-up order;

Then in any such circumstances LBB may, but not unreasonably without prejudice to any accrued rights or remedies under the Contract, terminate the Contractor's employment under the Contract by notice in writing having immediate effect, or upon such period of notice as LBB shall determine at its sole discretion.

28. Consequences of Termination

- 28.1 If the Contractor's employment is terminated as provided in Conditions 26, 27.1, 27.2 or 33 and is not reinstated, LBB shall:
- 28.1.2 cease to be under any obligation to make further payment until the cost, loss and/or damage arising out of the termination of the Contractor's employment shall have been calculated and provided such calculation show an amount due to the Contractor;
 - 28.1.3 be entitled to reoccupy any premises and repossess any other physical resources licensed, loaned, or hired to the Contractor and to exercise a lien over any of the physical resources or any other thing belonging to the Contractor for any sum due to LBB, and shall have full and unlimited licence over all drawings, documents, descriptive schedules and other data for use in connection with the Service;
 - 28.1.4 be entitled to make all arrangements which are, in its view, necessary to procure the orderly completion of the provision of the Service including emergency, temporary arrangements if required and re-letting another contract and, subject to LBB's Best Value duty, LBB shall have no obligation to use the least expensive method of performing the Service;
 - 28.1.5 be entitled to use all of the Contractor's physical resources or other things, and all such drawings, documents, descriptive schedules or other data;
 - 28.1.6 be entitled in respect of any costs, loss or damage to LBB arising out of the termination of the Contractor's employment, to deduct the same from any amount which would otherwise have been due from LBB to the Contractor under the Contract or any other contract or be entitled to recover the same from the Contractor as a debt. Such costs, loss or damage shall include the reasonable costs to the LBB of the time spent by its officers in terminating the Contractor's employment and in making alternative arrangements for the provision of the Service or any part of it;
- 28.2 If LBB shall omit or require the Contractor to cease to provide a substantial part of the Service, LBB may, notwithstanding Condition 7, at its sole discretion, terminate the Contractor's employment by not giving less than 3 month's notice in writing, re-occupy its premises, and repossess its physical resources licensed, and loaned or hired to the Contractor. If the Contractor's employment is terminated under this Condition 28.2, neither LBB nor the Contractor shall have claims against the other in respect of any loss or damage resulting from or arising out of the termination of the Contractor's employment except that:
- 28.2.1 the Contractor shall be entitled to receive from LBB any sum or sums due in respect of work properly performed up to the time of termination of the Contractor's employment;
 - 28.2.2 the Contractor shall have the right to claim from LBB reimbursement of all reasonable costs necessarily and properly incurred in relation to the orderly cessation of the Service, including any commitments, liabilities or expenditure which are reasonably and properly incurred, and would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract.
 - 28.2.3 the Contractor shall have the right to claim from LBB reimbursement of all reasonable costs necessarily and properly incurred, for the avoidance of doubt, LBB will not

indemnify the Contractor against loss of profit or contribution to overheads on other contracts. LBB's maximum liability under the provisions of this Condition 28.2 shall be the annual Contract price.

- 28.3 Where the Contract is terminated under Condition 26, 27 or 33, LBB may, during any notice period:
- a. direct the Contractor, where the Service or part of it has not commenced, to refrain from commencing such Service or part of it or where the Service has commenced, to cease work immediately;
 - b. direct the Contractor to complete in accordance with the Contract all or any part of the Service, which shall be paid at the rates set out in the Payment Schedule.

The rights of each party under this Condition 28 are in addition to and without prejudice to any other rights or remedies of that party against the other directly or pursuant to any guarantee, or indemnity.

29. Recovery of Sums Due to LBB

- 29.1 Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor to LBB it may be deducted from any sum then due, or which at any later time may become due, to the Contractor under this Contract or any other contract with LBB.

30. Disputes Resolution and Arbitration

- 30.1 If any dispute or difference of any kind whatsoever shall arise between LBB and the Contractor in connection with or arising out of the Contract or the carrying out of the Service, including any dispute as to any decision, opinion, instruction, direction, certificate or valuation given by any LBB officer (whether during the progress of the Contract or after its completion, and whether before or after termination, abandonment or breach of the Contract), it shall be referred to LBB's Representative and the Contract Manager who shall endeavour to resolve the dispute or difference.
- 30.2 If LBB's Representative and the Contract Manager shall fail to resolve a matter pursuant to Condition 30.1 within fourteen (14) days the matter shall be referred to a Corporate Director of LBB and to a Director of the Contractor. If the matter is still unresolved for a further fourteen (14) days, then either party may require that the matter be referred to arbitration under the Arbitration Rules of the Chartered Institute of Arbitrators. The award of the arbitrator shall be final and binding upon LBB and the Contractor.
- 30.3 If, upon the referral to an arbitrator of any dispute between LBB and the Contractor, the arbitrator shall find that in the exercise of his powers, duties and discretions under the Contract either party has acted unreasonably in all the circumstances in the issue of any notice, instruction or certificate or in the giving or withholding of any consent, the arbitrator shall have the power to make an award which has the effect of amending such notice, instruction, certificate or decision to give or withhold consent in such manner as the arbitrator may think fit.

31. Complaints in Respect of Service Provision

- 31.1 The Contractor shall deal with any complaints received from whatever source in a prompt, courteous and efficient manner.
- 31.2 The Contractor shall keep a written record of all complaints received and of the action taken in relation to such complaints. Such records shall be kept available for inspection by LBB's Representative at all reasonable times. The Contractor shall immediately notify LBB's Representative in writing of all complaints received and of all steps taken in response.

32. Recovery of Sums on Behalf of LBB

- 32.1 Where it is provided in the Specification that the Contractor may or shall seek any sum or sums from any third party on LBB's behalf, the Contractor shall proceed with expedition and diligence in accordance with all reasonable requirements of LBB. Any sums obtained shall be remitted immediately to LBB in such manner as the Specification provides and shall until receipt by LBB be held by the Contractor as trustee of LBB. If any such monies are paid by the Contractor into any bank, building society or other similar account, such account shall be designated as a trust account with LBB's name appearing in its title. On no account shall any such monies be mixed with any other money. The Contractor shall keep full and proper records as to the receipt and transfer of such monies in such form as LBB may require and shall provide whenever requested access to and copies of those records.

33. Conflicts of Interest

- 33.1 Conflicts of interest shall not be permitted in relation to the performance of the Service.
- 33.2 The Contractor shall notify LBB's Representative immediately upon becoming aware of any potential conflict of interest (whether direct or indirect), which may arise between the interests of LBB and any interests of the Contractor or its other clients.
- 33.3 If there is a direct conflict of interest (as determined by LBB), the Contractor shall comply with LBB's directions to remove or avoid such a conflict.
- 33.4 If there is an indirect conflict of interest, the Contractor shall satisfy LBB that satisfactory arrangements have been made to ensure that the conflict cannot prejudice the performance of the Service.
- 33.5 LBB may terminate the Contract if the Contractor breaches this Condition 33.

34. Quality Assurance

- 34.1 The Contractor shall operate a self-regulatory system of quality assurance and quality measures relevant to the Contract in addition to any quality requirements in the Specification which ensures that the Service is provided in accordance with the requirements of the law and the Contract, including the following measures as a minimum to:
 - 34.1.1 Make available back-up, replacement and support staff whenever necessary;

- 34.1.2 Give senior management time and staff for the performance and organisation of the Service;
- 34.1.3 Ensure that there are properly organised and efficient systems and processes in place between the Contractor and any permitted sub-contractors to enable full understanding and agreement concerning the Service which is to be provided and the necessary liaison with LBB.
- 34.1.4 Enable a quick response to LBB's requests or requirements for the Service and matters associated with the Service, including but not limited to attendance at meetings and requests for information.
- 34.1.5 Ensure compliance with all contractual timescales and all other reasonable response times.
- 34.1.6 Maintain and monitor all contractual or relevant performance indicators.
- 34.1.7 Check that information, data or software supplied pursuant to the Contract is fit for the purpose for which LBB intends to use it.
- 34.1.8 Deal properly with any potential conflicts of interest in accordance with the Contract.
- 34.1.9 Keep LBB informed about progress in the provision of the Services.

35. Best Value

- 35.1 The Contractor acknowledges that LBB is subject to a statutory duty pursuant to the Local Government Act 1999 to make arrangements to secure continuous improvement in the way its functions are exercised having regard to a combination of economy, efficiency and effectiveness ("the Best Value duty").
- 35.2 The Contractor shall co-operate fully and assist LBB, so far as reasonably required, in relation to all requests for assistance by LBB in connection with the performance of LBB's Best Value duty as it relates to the Contract at no extra charge including, but not limited to:-
 - 35.2.1 complying with all requests for information, including providing access to premises, staff, documents, data and processes.
 - 35.2.2 providing assistance to enable LBB to undertake best value consultation exercises including undertaking customer or user satisfaction surveys, if required and providing a written report to LBB setting out the results.
 - 35.2.3 providing all assistance and information necessary to include an objective comparison of the quality and standard, performance and delivery of the Service, with other organisations.
 - 35.2.4 maintaining and monitoring performance of all contractual performance measurements and targets and providing a detailed performance management report in writing at contract review meetings.

- 35.2.5 on each anniversary of the Commencement Date providing proposals for service improvements, including an annual review of performance indicators and targets and implementing such proposals as agreed by LBB.
- 35.2.6 throughout the Contract Period, and not less than annually pro-actively suggest efficiency savings.
- 35.2.7 The Contractor shall be subject to a duty to demonstrate continuous improvement in its performance of the Service throughout the Contract Period.
- 35.2.8 The requirements of this Condition 35 shall be at no additional cost to LBB.

36. Transfer of Responsibility

- 36.1 The Contractor shall provide all relevant information which may be required by LBB in order that LBB can act fairly, properly and in accordance with its statutory obligations in connection with any tendering exercise whether relating to the provision of the Service or the future provision of the same or any similar service and whether such tendering exercise takes place before or after completion by the Contractor of its obligations under this Contract. LBB may make a request for any such information at any reasonable time and the Contractor shall comply with that request as soon as practically possible.
- 36.2 Upon Termination (for whatever reason) or expiry of this Contract the Contractor shall co operate with LBB and any new organisation contracted to provide the Service (the "New Contractor") in ensuring the smooth hand over and continued running of the Service during such hand over and in particular without limitation the Contractor shall, to the extent required by LBB:
- (i) allow the Council and any New Contractor reasonable right of access to the Contractor's, systems, procedures and staff; and
 - (ii) deliver to LBB upon request and in a form approved by LBB all information, data, records, materials and documents relating to the Service in its possession or under its control or in the possession or under the control of any permitted sub contractors and in default of compliance with this provision LBB may recover possession thereof and the Contractor now grants a licence to LBB or its appointed agents to enter for the purpose of any such recovery any premises of the Contractor or its permitted sub contractors where any such information, data, records, materials or documents may be held.

37 Contractor's obligations in connection with TUPE

- 37.1 The Contractor is an independent contractor and nothing in the Contract shall be deemed to constitute a partnership or any employment relationship between the parties nor shall anything in the Contract be deemed to constitute one party the agent of the other for any purpose.
- 37.2 The Contractor shall indemnify LBB and or any successor supplier against all costs, expenses and liabilities incurred by LBB and or any successor supplier arising from any claim by the Contractor's employees or ex-employees (and any claim by any employees

or ex-employees of suppliers of the Contractor) for breach of contract, unfair or wrongful dismissal, redundancy or other claim whether statutory, contractual or otherwise, incurred by or transferred to LBB or any successor supplier by virtue of the application of the Transfer of Undertakings (Protection of Employment) Regulations 1981 (as amended) or any subsequent or related legislation.”

38. Force Majeure

38.1 If either party is prevented, hindered or delayed from performing its obligations under this Contract by a Force Majeure Event then:

38.1.1 that party's obligations under this Contract shall be suspended for so long as the Force Majeure Event continues and to the extent that the party is so prevented hindered or delayed;

38.1.2 as soon as reasonably possible after commencement of the Force Majeure Event that party shall notify the other party in writing of the occurrence of the Force Majeure Event, the date of commencement of the Force Majeure Event and the effects of the Force Majeure Event on its ability to perform its obligations under this Contract;

38.1.3 if that party fails to give the notice referred to in Clause 38.1.2 it shall forfeit its rights under Clause 38.1.1;

38.1.4 that party shall use all reasonable efforts to mitigate the effects of the Force Majeure Event upon the performance of its obligations under this Contract; and

38.1.5 as soon as reasonably possible after the cessation of the Force Majeure Event that party shall notify the other party in writing of the cessation of the Force Majeure Event and shall resume performance of its obligations under this Contract.

38.2 if the Force Majeure Event continues for more than fourteen (14) days after the commencement of the Force Majeure Event either party may terminate the Contract.

39. Observance of Statutory and Other Requirements

39.1 The Contractor shall comply with all legislative and other provisions including codes of practice and European Directives to be observed and performed in connection with the Service and shall indemnify LBB against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Contractor of this Condition 39.

39.2 The Contractor will note LBB's current and future obligations under the Data Protection Act 1998, the Freedom of Information Act 2000, the Human Rights Act 1998, the Disability Discrimination Act 1995 and the Race Relations Act 1976 (all as amended from time to time) and any codes of practice and best practice guidance issued by the Government and the appropriate enforcement agencies.

39.3 The Contractor will comply with the above legislation in so far as it places obligations upon the Contractor in the performance of its obligations under the Contract.

39.4 The Contractor will facilitate LBB's compliance with LBB's obligations under these provisions and comply with any reasonable request from the LBB for that purpose.

39.5 The Contractor will act in respect of any person who receives or requests service under the Contract as if the Contractor were a public authority for the purposes of the Human Rights Act 1998.

39.6 The Contractor notes particularly that LBB may be required to provide information relating to the Contract or the Contractor to a person in order to comply with its obligations under these provisions.

40. Agency

40.1 Except as expressly provided otherwise in this Contract or as instructed in writing by LBB neither the Contractor nor its personnel shall in any circumstances hold itself or themselves out as being the employee or agent of the LBB.

40.2 The Contractor shall ensure that neither it nor its staff is held out as having power to:

40.2.1 enter into any contract on behalf of LBB or in any other way to bind LBB to the performance, variation, release or discharge or any legal obligations with third parties; or

40.2.2 perform or discharge duties or functions, which by statute must be performed or discharged by LBB.

40.2.3 Neither the Contractor nor its personnel shall in any circumstances hold itself or themselves out as having the power to make, vary, discharge or waive any by law or regulation of any kind.

41. Notices

41.1 Any demand, notice, or other communication required to be given or served under this Contract shall be in writing and shall be sufficiently served if served personally on LBB Representative or Contract Manager as appropriate, or if sent by first class post, by telex, electronic mail or facsimile transmission to the registered office or last known address of the party to be served, when it shall be deemed to be served on the second business day after the date of posting or successful transmission, subject to proof to the contrary.

42. Waiver

42.1 Failure by LBB at any time to enforce the provisions of the Contract or to require performance by the Contractor of any of the provisions of the Contract shall not be construed as a waiver of or as creating an estoppel in connection with any such provisions and shall not affect the validity of the Contract or any part thereof or the right of LBB to enforce any of the provisions in accordance with its terms.

43. Exclusions

43.1 It is here agreed and declared that nothing contained in the Contract shall constitute a partnership between LBB and the Contractor.

44. Severance

- 44.1 If any provision of this Contract shall become or be declared by a Court or other competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provision of this Contract all of which shall remain in full force and effect.

45. Third Party Rights

- 45.1 The Contract shall not create or give rise to, nor shall it be intended to create or give rise to, any third party rights. No third party shall have any right to enforce or rely on any provision of the Contract, which does or may confer any right or benefit on any third party, directly or indirectly, expressly or impliedly. The application of any legislation giving or conferring on third parties contractual or other rights in connection with the Contract shall be excluded.

46. Final Contract

- 46.1 Subject to any variations made pursuant to Condition 2.3, this contract embodies all the terms binding between the parties and replaces all previous representations or proposals not embodied herein. Neither LBB nor the Contractor's standard terms and conditions of business will be binding on the parties save to the extent that they are embodied in this Contract.

47. Law

- 47.1 the Contract shall be governed by and interpreted in accordance with English Law, and shall be subject to the jurisdiction of the English Courts.

IN WITNESS the hands of the parties hereto have executed this document as

a Deed the day and year first before written

Brent Specification

The Provision of Temporary Staff through of Vendor Neutral Managed Service

1. Introduction

This Specification summarises the services, processes and standards that will be required by the Council of the London Borough of Brent ('LBB') from Eden Brown Limited ("Contractor") who will be managing recruitment agencies as specified ("Supplier(s)").

LBB has contracted with the Contractor to provide a vendor neutral managed recruitment service for the provision of agency staff ("the Service"). The Service consists of:

- The Contractor agreeing with recruitment agencies their commission rates and terms and conditions for the supply of agency staff in order to standardise rates, terms and conditions.
- The Contractor receiving requests for agency staff, informing recruitment agencies of the opportunity, short-listing the most suitable candidates, providing details to manager, and informing recruitment agencies of hiring decisions.
- The Contractor supplying software to manage the time-sheeting and invoicing process. This software will be made available to Brent officers during the lifetime of the contract.
- The Contractor supplying information on activity within the contract.

This excludes:

- a) Individual "self-employed" consultants invoicing LBB for the provision of services. (The option of whether the Contractor can provide payroll services to "self-employed" consultants will be reviewed once the Service is established and operating to required performance standards.)
- b) Providing cover for Education Schools i.e. provision of agency staff working in schools.
- c) Providing a recruitment service or support for permanent recruiting into permanent positions in the council or those on temporary contracts who would be employees of LBB. The Contractor may provide such additional services if agreed in advance as "one-off" specific arrangements providing these are in accordance with council policies and procedures.

This Specification forms part of the Contract for the Provision of Agency Staff and will be used along with the key performance indicators as the basis against which the Service will be monitored and reviewed. The Specification will only be changed or modified by agreement by both parties in writing usually as a result of the regular three monthly reviews. Such changes will become part of this Specification. Nominated representatives from Human Resources, Strategic Procurement and Finance will attend on behalf of LBB. The Director of Human Resources will have authority to agree any changes on behalf of LBB. The

Contractor's Account Team and Account Director will attend the review meetings on behalf of the Contractor.

2. The Service

The Contractor will provide and manage a suitable computerised vendor management system (e.g. MATRIX) to manage the assignment, booking, timesheet and invoicing processes on behalf of LBB.

The Contractor will put in place an account management team that will be responsible for the implementation and service of this Contract. The Contractor shall also be responsible for developing and maintaining the relationship with LBB and with the Supplier(s).

The Contractor will manage activities including those listed below but not limited to:

- Filling temporary assignments in response to requests from Brent Council managers. To include supplying the required number of CVs and arranging for interviews if required by the manager. Undertaking equality impact assessments for the groups identified in the Council's equalities policies of this CV selection process (as required by the Race Relations Amendment Act 2000 for ethnicity) to identify any biases in the selection process and making the results of the assessment available to LBB.
- Adhering to the agreed selection criteria for all agency staff candidates. So ensuring that candidates meet the requirements of the manager.
- Managing agency staff sickness and holiday cover so that assignments are filled. This will involve managers alerting Eden Brown when an agency worker is sick or planning to take leave and asking Eden Brown to arrange cover for this period.
- Managing the timesheet processes. It is intended to use electronic timesheets wherever possible. This will include training for agency staff in how to input timesheets and expenses, and training for managers in how to view, authorise or dispute a timesheet or expense claim. Eden Brown will proactively check to ensure that timesheets are approved or corrected promptly and included as far as possible in the current month's invoice. Eden Brown will avoid significant numbers of timesheets that relate to prior periods being included in the current month's invoice. Timesheets to include space for agency staff to claim expenses incurred as a necessary part of carrying out their duties.
- Supply a monthly invoice to the council in accordance with the requirements set out in the Payment Schedule. LBBLBB
- Providing dedicated account management. The level of support will depend on the level of business placed by Brent Council. It will include contract with hiring managers, visits to most managers who hire agency staff, closer working with managers or teams that hire significant numbers of agency staff to ensure that their needs are being met as far as possible.
- Providing sufficient support to the contract to ensure that time-sheets are submitted in a timely manner, that invoices are prepared and submitted

promptly and that software is supported at an appropriate level and users received training in the use of the software.

- Supporting LBB's managers, where any performance and or disciplinary issues need to be resolved by a Supplier. This to include provision of relevant records and information.
- Resolving any issues in a Supplier's performance through discussions with the supplier and in circumstances of continued poor performance by recommending that a supplier is no longer given new business.
- Attending the contract and service reviews with LBB to ensure good communication with LBB and any issues are promptly addressed and resolved satisfactorily.
- Provide management information and reports as required. A standard set of reports will be made available soon after the start of the service and requests for new reports, where they can be met from data held on MATRIX will be supplied within three months of the request. As a minimum the contractor will make available to LBB reports showing what agency staff were placed with Brent Council, with their start date, hourly cost to LBB, General Ledger code, section and hiring manager; reports on the gender, ethnicity and postcodes of agency staff supplied to LBB; the margin rates of recruitment agencies and the calculation of saving to LBB and the contractors own commission earned.
- Maintaining neutrality by treating all Suppliers in an equal fashion in terms of giving them opportunities to put forward suitable agency staff. Where it has been agreed to introduced a tiered service, first tier agencies will be offered particular types of vacancies first, and second tier agencies will only be offered vacancies where first tier agencies are unable to offer suitable candidates. LBB will agree those agencies to be included in the first tier and the second tier and whether to operate tiers within the contract.
- Including black and ethnic minority and local agencies as Suppliers where they agree the terms of the contract and meet the standards required of agencies. Such agencies to be treated in the same vendor neutral way as other agencies.
- Reviewing rates and charges and negotiating with Supplier(s) to ensure a competitive pricing structure is achieved.
- Seeking to fill all assignments and advising LBB if any recruitment issues impact on the "fill rate". LBB and the Contractor will work together to resolve any assignment "fill rate" issues.
- Conducting margin reviews with LBB at each quarterly meeting to determine that margins are set at realistic levels within the market so as to provide good value for money for LBB while ensuring that rates are competitive for suppliers such that they are putting forward candidates of suitable calibre.
- Supporting LBB's aims of using an E-invoicing and E-purchasing system.
- Managing and maintaining relationships with an appropriate number of Suppliers to deliver the Service in accordance with this Specification.
- Ensuring all Suppliers adhere to the Race Relations Act 1976 and the Amendment Act 2000 and have due regard to the need to eliminate unlawful discrimination, promote equality and good relations between people of different groups, as well as conform to other diversity legislation.

- Ensuring that all Suppliers adhere to all other relevant legislation as required by specific assignments as specified and agreed with LBB.
- Ensuring that all Suppliers comply with LBB's Health & Safety requirements, Code of Conduct and Diversity policies as specified.
- Conducting regular audit checks on Suppliers where there are performance issues, Client concerns or supplying to social care and finance assignments. Ensuring all Suppliers adhere to requirements for necessary checks (please see section 5e for more details) specifically:
 - Two work references
 - Identity checks
 - Right to work in the UK
 - Health screening check
 - Criminal Records Bureau (CRB) check as defined in section 5e.
 - GSCC registration checks for qualified social workers and checks for other groups as may be required by the GSCC in future.
 - Such additional checks as may be required by LBB from time to time and agreed with the Contractor.

3. LBB's Commitments

LBB will be expected to complete the following activities within a reasonable timescale:

- Commit to give access to appropriate information as requested by the Contractor providing this does not conflict with LBB's confidentiality, policies or Data Protection.
- Give feedback on CV's – target 48 hours
- Give feedback on interviews – target 24 hours
- Make payment to the Contractor within 30 days
- LBB will work with the Contractor to eradicate any payment of invoices from those Suppliers that should be instructed through the Contractor and be within the scope of this Contract.

4. Formal Review Meetings

Meeting	Attendees on behalf of LBB	Attendees on behalf of the Contractor
Annual Contract Review	HR Director & nominated representatives from Human Resources, Strategic Procurement & Finance.	The Contractor Account Team & Chief Executive
Quarterly Review (One of these reviews will be the annual review)	Nominated representatives from Human Resources, Strategic Procurement & Finance.	The Contractor Account Team & Account Director
Ad Hoc as requested by either party	Nominated representatives as appropriate	The Contractor Account Manager plus nominated representative(s) as appropriate

Agenda items for review meetings will be:

- Margin review and fill rates
- Performance review against key performance indicators (KPI's)
- Savings review
- Payment performance
- Strategic aims of LBB
- Specific issues arising from the performance review

Please note that during the implementation of the Service, review meetings will need to be held on a weekly basis moving to monthly reviews. The period during which weekly then monthly reviews will be held will be agreed between LBB and the Contractor. Attendees will be those attending quarterly reviews.

Day to day informal meetings will take place between LBB and the Contractor at the request of either to resolve any issues that arise which either require urgent action or can be dealt with quickly and easily and are of a minor nature.

5. Agency Staff

a. Bookings

The Contractor will ensure that new assignments are entered appropriately on to the MATRIX Vendor Management System and will ensure that Suppliers use the system to enter the required information and to upload the details of suitable candidates.

b. Management of Agency Staff

The Contractor will ensure that regular progress checks are undertaken by the Suppliers with the Agency Staff to ensure that the Agency Staffs meet LBB's expectations as part of the audit process.

c. Response times

The Contractor will meet the following key performance indicators in delivering the Service to LBB.

Service	Performance standard
During office hours of 0800 to 1800, within 60 minutes of an assignment being notified, the Contractor shall confirm that the assignment can be filled within the agreed lead-time.	During the course of a contract year The Contractor shall fail to confirm within 60 minutes on no more than 10 occasions.
Selection of candidates from initial short listing	Aim is that 90% of candidates can be selected from those supplied for initial short listing over a quarterly period.

Service	Performance standard
Fill Rate for assignments	Aspire to fill 100% of assignments with agency staff. Recognise that market conditions may impact but fill rate should not be lower than 95% over a quarterly period.
Filling a new assignment for the start date agreed between the Contractor and the recruiting manager.	During the course of a contract year, no more than 10 Agency Staff shall be placed outside the agreed start date.
Unplanned turnover of Agency Staff	During the course of a calendar month unplanned turnover of Agency Staff shall be no more than 10%.
Completion of first working week of appointment to LBB.	During the course of a contract year no more than 10% of Agency Staff shall fail to complete the first full week of their assignment.
Sickness	During the course of a contract year Agency Staff to seek to achieve at least 95% attendance.
Completion of assignments to contractually agreed end dates	More than 90% of assigned Agency Staffs must complete to agreed end dates over a quarterly period.
Access to information as requested from time to time by LBB, Contract Manager and LBB's HR function. This will include, but not be limited to, equal opportunities reporting on candidates, cost savings and spend reports.	Matrix reports website to be available 98% between 0800-1800 Monday to Friday. Standard monthly reports to be uploaded to Matrix reports website within 20 working days of month end. Non-standard reports to be produced within 5 working days of request (maximum limit of 5 non-standard reports per month)
Induction	The Contractor's on-site Account Manager will meet and greet all new starters and ensure they receive basic induction.
Operation of LBB's electronic system (MATRIX)	No more than 2% unplanned downtime for MATRIX operation in any quarter. Planned downtime not to cause operational disruption to the managed service between 0800-1800 Monday to Friday.

Service	Performance standard
The Contractor's Account Management Team	Composition of account team specified above in Specification. Minimum of 1 account manager to be present at LBB's offices at any time between 0800 and 1800.
Agreeing standard conditions between the Suppliers and the Contractor	80% of volume of agency staff from Suppliers under the managed service within 2 months of the "go live" date. 99% of volume of agency staff from Suppliers under the managed service within 6 months of the "go live" date.

d. Future to Achieve Selection process for Agency Staff

The Contractor will ensure that the Suppliers have complied with the following recruitment selection processes prior to the submission of agency staff candidates for assignments with LBB.

- Agency staff candidates must have been interviewed face-to-face where possible (if not possible, a telephone interview must take place), by a suitably trained and experienced member of the Supplier's staff. Agency staff candidates that will be in assignments in social care or working with children must have had a face-to-face interview. This is to ensure that agency staff candidates are suitable for the specific assignment and that they meet the requirements of the relevant job specification.
- Agency staff candidate approval must be obtained for the Supplier to have the "right to represent" the agency staff candidate for each assignment. In the event that the same agency staff candidate is submitted by two Suppliers and both have confirmed they have the right to represent the agency staff candidate, then the Contractor reserves the right to contact the agency staff candidate to confirm which Supplier has the right to represent them.
- Two recent work references will have been obtained for each agency staff candidate put forward for an assignment. One such reference must be obtained before initial submission of the candidate and the second prior to placement with LBB. Where two references are not possible, the Contractor will investigate and inform LBB of the situation.
- Agency staff candidates must be eligible to work in the United Kingdom. Eligibility to work in the UK must be confirmed by the Supplier with original copies of the appropriate documentation before submission of a candidate.
- Agency staff candidates will have undergone health screening checks as specified in appendix.

- Enhanced Criminal Records Bureau (CRB) checks will have been obtained by the Supplier for any agency staff candidate put forward for assignments in front line social care or contact with children or vulnerable adults. Standard CRB checks are required for any agency staff candidates that will have access to records but not direct contact with children or vulnerable adults. Agency staff candidates must produce the original documents together with photographic proof of identity to be produced for the Recruiting Manager prior to the start of the assignment.
- Suppliers must have obtained evidence of General Social Care Council (GSCC) registration for agency staff candidates who are qualified social workers and will be submitted for assignments. This will also apply to agency staff candidates where the requirement for GSCC registration is extended by the Government to include other groups in social care in the future. Agency staff candidates must produce the original documents together with photographic proof of identity to be produced for the Recruiting Manager prior to the start of the assignment.
- The Supplier will obtain evidence of all qualifications which the LBB requires agency staff candidates to possess for particular assignments
- The Supplier will undertake all the relevant checks to ensure the suitability of each agency staff candidate submitted, and all relevant checks and proofs must be in place before an agency staff candidate is placed on assignment with LBB.
- LBB will specify additional checks that may be required as appropriate as and when they arise or as an amendment to this Specification following a review meeting and agreement.

e. Holiday Pay

PAYE Agency Staff are entitled to 20 days leave under the Working Time Directive. The Contractor will ensure that the Suppliers adhere to the relevant legislation.

g. Statutory Sick Pay and Statutory Maternity Pay

The Contractor will ensure that Suppliers agency staff are entitled to their statutory rights to both SSP and SMP as and when required.

h. Health and safety

LBB takes responsibility to ensure that all Agency Staff are aware and adhere to all health and safety procedures on a day to day basis as laid-down by LBB.

6. Complaints Procedure/Resolution of Issues

Stage 1

- a. Any complaint about the Service provided by The Contractor or any complaint the Contractor may have about LBB, shall in the first instance be dealt with directly between LBB Recruiting Manager and the Contractor Account Manager. Any complaint shall be discussed and resolved within 5 working days or if not practical due to specified circumstances, within a timeframe agreed between the Recruiting Manager and The Contractor Account Manager. If the matter remains unresolved after 20 working days, it shall be referred by either party to Stage 2 of this procedure.

Stage 2

- b. If the complaint is not resolved at Stage 1 of this procedure, the matter shall be referred to LBB's nominated Human Resources (HR) Representative and the Contractor's Account Director. Any complaint shall be discussed and resolved within 5 working days or if not practical due to specified circumstances, within a timeframe agreed between LBB's nominated HR Representative and the Contractor's Account Director. If the matter still remains unresolved, it shall be referred to Stage 3 of this procedure.

Stage 3

- c. If the complaint is not resolved at Stage 2 of this procedure, the matter shall be referred to LBB's Human Resources (HR) Director and the Contractor's Chief Executive. Any complaint shall be discussed and resolved within 5 working days or if not practical due to specified circumstances, within a timeframe agreed between LBB HR Director and the Contractor Chief Executive. LBB HR Director and The Contractor Chief Executive will have the option, by mutual agreement, of referring the complaint to be heard by an independent organisation which has been selected by mutual agreement between LBB's HR Director and the Contractor's Chief Executive and where no agreement is possible by either party an independent mediator shall be appointed or the matter referred as stated in Condition 30.3 of the Conditions of Contract.

7. Commencement of the service

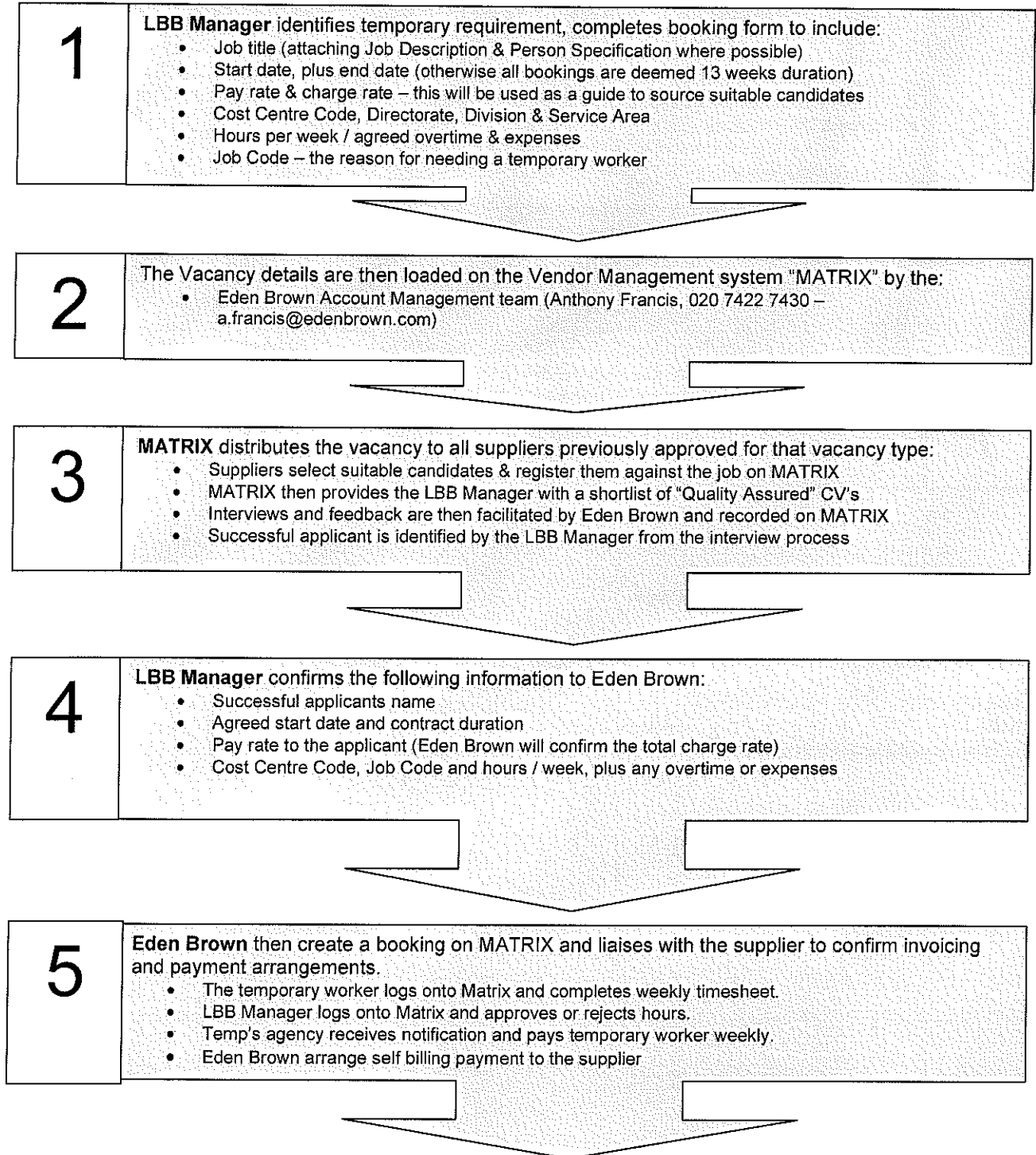
Prior to the commencement of the service the contractor will have:

- Loaded details of all agency staff placed in Brent into MATRIX software, where this information is known.
- Approached all recruitment agencies will temporary staff placed in Brent, that fall within the scope of the contract and identified whether they wish

to supply staff to Brent as part of this contract and accept the terms of this contract.

- Identified those agencies who do not wish to join the contract and provided a list to LBB.
- Provided training to agency staff currently placed in Brent who will transfer to the contract and for line managers on the contract and use of MATRIX software.

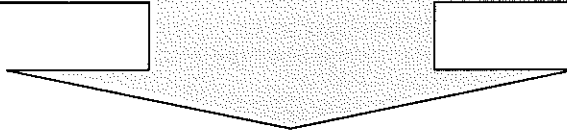
Proposed process for VMS Contract:



6

Eden Brown sends consolidated invoice(s) electronically to Invoice contacts in each Directorate confirming the following:

- Temporary workers name, Job Title and Order Number
- Hiring Manager name / Cost Centre Code & Section name
- Hourly charge rate to LBB
- Total Hours worked for that week ending
- Any extra charges for expenses / overtime



7

- LBB Invoice Contacts check invoices and make payments to Eden Brown within agreed timescales.
- Any queries raised are dealt with on the next invoice.

Contacts

██████████ Senior Account Manager

T 020 7422 7430

E ██████████@edenbrown.com

██████████ Account Coordinator

T 020 7422 7363

E ██████████@edenbrown.com

PAYMENT SCHEDULE

1. Definitions

The Definitions in Condition 1 of the Conditions of Contract and in the Specification shall apply to this Schedule. In addition the following words and expressions shall have the following meanings in this Schedule except where the context requires otherwise:

Actual Margin	means the actual margin paid to a Supplier for the supply of an agency staff worker to LBB under this Contract such margin to be not more than 5% for any Overtime Hours and not more than the New Margin (unless expressly agreed in writing by LBB).
Agreed Hourly Rate	means the hourly rate which LBB has agreed to pay to the Contractor for the supply of an agency staff worker such hourly rate to be inclusive of the Actual Margin payable to the Supplier, any national insurance contributions and any holiday pay but exclusive of the Contractor's Payment.
Contractor's Payment	Means the amount payable to the Contractor pursuant to paragraph 3.1 of this Schedule
Notional Original Charge	Means the charge which would have been paid by LBB for the supply of an agency staff worker prior to the Commencement Date calculated by reference to the Original Margin for the relevant Job Category and the hourly rate being paid to the Agency Staff Worker.
Job Category	means a job category listed in the table in section 2 of this Payment Schedule
Margin Saving	means the a reduction in cost from Original margin to the New margin.
New Margin	means the margin (exclusive of holiday pay and National Insurance contributions) which will be paid to Suppliers following the Commencement Date
Original Charge	Means the actual charge made by a Supplier for the supply of an existing agency staff worker to LBB prior to the Commencement Date.
Original Margin	means the average margin (exclusive of holiday pay and

National Insurance contributions) for a Job Category paid to Suppliers for the supply of agency staff falling within that Job Category prior to the Commencement Date as indicated in the table in section 2 of this Payment Schedule.

Overtime Hours

Means hours worked by an agency worker which are in excess of 36 hours per week or the usual hours which LBB has agreed that the agency staff worker will work each week as applicable

2. Agency Margins

2.1 Table of margins:

Job Category	Original Margin	New Margin	New Margin after 6 months continuing employment	New Margin after 12 months continuing employment	Overtime Margin (no Contractor Charge)
Planning	19.59%	15%	13%	11%	5%
Housing	19.47%	15%	13%	11%	5%
Benefits	15.84%	12%	10%	8%	5%
IT	25.19%	12%	10%	8%	5%
Finance	24.69%	14%	12%	10%	5%
Social Services – a Qualified	18.68%	17%	15%	13%	5%
Social Services – b Unqualified	27.41%	20%	18%	16%	5%
Technical	14.64%	12%	10%	8%	5%
Building Surveying	18.49%	14%	12%	10%	5%
Legal	21.61%	16%	14%	12%	5%
Environmental Health	19.09%	15%	13%	11%	5%
Policy	34.51%	17%	15%	13%	5%
Admin	18.93%	10%	8%	6%	5%

2.2 The Contractor will negotiate the New Margins with Suppliers. Where a Supplier will not agree to the New Margin for a particular Job Category (or

a lesser margin) the Contractor will inform LBB in writing. The Contractor agrees that it will not agree a higher margin with a Supplier for an agency staff worker supplied under this Contract without the express written agreement of LBB.

3. Payment to the Contractor for Provision of the Services

3.1 LBB will pay the Contractor the difference between the Original Charge or Notional Original Charge (as applicable) and the Agreed Hourly Rate up to a maximum of 95 pence per hour (exclusive of VAT) for each hour worked by an agency staff worker supplied under this contract provided there is not (and the levying of this charge would not result in) an increased cost to LBB from the Original Charge paid by LBB for an existing agency staff worker placed at the LBB prior to the Commencement Date or the Notional Original Charge for an agency staff worker placed at LBB after the Commencement Date.

3.2 In addition to the payment outlined in paragraph 2.1 above LBB agrees to pay the Contractor:

(i) the Agreed Hourly Rate for an agency worker supplied to LBB multiplied by the number of hours worked by the agency staff worker provided that LBB has verified the number of hours worked and provided that the Agreed Hourly Rate is no more than the Original Charge or Notional Original Charge as applicable. For the avoidance of doubt the Agreed Hourly Rate for Overtime Hours shall not include a margin of more than 5%

(ii) any expenses agreed in accordance with paragraph 7.1 of this Schedule

3.3 Notwithstanding 3.1 above LBB will not pay the Contractor's Payment to the Contractor for any Overtime Hours worked by an agency worker.

4. Invoicing Process

4.1 The Contractor will submit a monthly invoice to LBB within 7 days of the end of the calendar month in a format agreed by LBB. The invoice must comply with VAT requirements and must be supported with details of the agency staff being charged for, the dates that these agency staff worked, the Agreed Hourly Rate payable in respect of that agency staff worker and LBB's General Ledger code supplied to the Contractor for each agency staff worker.

- 4.2 The Contractor will supply LBB with an electronic copy of the invoice in Excel spreadsheet format or any other commonly used electronic format for the exchange of data as agreed by LBB
- 4.3 The monthly invoice will be for charges for hours work by Agency Staff supplied to the Council for the preceding period based on the Original Charge or Notional Original Charge and any expenses agreed in accordance with paragraph 7.1 of this Schedule.
- 4.4 LBB will pay the amount of the invoice to the Contractor within 30 days of receipt of the invoice. Any amounts which are disputed by LBB will be resolved between the Contractor and LBB and any amount owing to LBB will appear as a credit note on the invoice for the next period.
- 4.5 Within 14 days of payment of the invoice by LBB the Contractor will pay to LBB the difference between the Original Charge or Original Notional Charge, as applicable, and the amounts properly due to the Contractor under paragraphs 3.2 (i) and 3.2(ii) for the supply of the Agency Staff for the period of the relevant invoice less the amount of the Contractor's Payment due under paragraph 3.1 of this Schedule.

5. National Insurance Contribution

- 5.1 The Contractor will ensure that only the actual National Insurance Contributions are charged to the LBB and notwithstanding anything to the contrary elsewhere in this Contract agrees that LBB will not be liable for payment of any excess National Insurance Contributions which are charged by any Supplier

6. Working Time Directive

- 6.1 The Contractor will ensure that only the appropriate amount is charged to the LBB in relation to holiday pay accumulated under the Working Time Directive and notwithstanding anything to the contrary elsewhere agrees that LBB will not be liable for payment of any excess charges relating to accumulated holiday pay under the Working Time Directive which are charged by any Supplier.

7. Expenses

- 7.1 Any expenses to be incurred by any agency staff worker must be agreed in writing and in advance with LBB on each occasion. Car mileage is also to be agreed in advance with LBB and must be shown separately on cost summary sheets and reports provided by the Contractor to LBB. Where

expenses are agreed these will be payable at LBBs standard rates for employees.

7.2 No agency margin or Contractor Payment will be payable in relation to expenses.

8. Agency Staff to Permanent

8.1 In addition to the payments set out in Section 3 of this Schedule, LBB shall pay charges for agency staff that are offered permanent contracts and subsequently become permanent employees of LBB as follows:

Length of Service	% Commission Payable	Extended Hire Period
2 weeks (30 Hours)	15	12 weeks (180 Hours)
4 weeks (60 Hours)	12.5	10 weeks (150 Hours)
6 weeks (90 Hours)	10	8 weeks (120 Hours)
8 weeks (120 Hours)	5	6 weeks (90 Hours)
10 weeks (150 Hours)	3	4 weeks (60 Hours)
12 weeks (180 Hours)	2	2 weeks (30 Hours)
13 weeks (200 Hours)	No commission payable	0
Onwards	No commission payable	0

8.2 The Contractor will raise a separate invoice for charges due under 8.1 above on a case by case basis. LBB shall pay any amounts properly due and owing under such invoice within 30 days of receipt of the invoice.

8.3 For the avoidance of doubt no Contractor Payment will be payable in relation to charges paid for agency staff who are offered permanent contracts and subsequently become permanent employees of LBB

9. Savings and Reporting on Savings

9.1 From the discovery report prepared by the Contractor prior to the Commencement Date and through their experience, the Contractor has shown a number of saving areas that will be realised for LBB. These savings include, but are not limited to Margin Savings, lower National Insurance contributions, reduced Working Time Directive charges, reduced overtime margin charges and lower costs of moving from temporary to permanent. The Contractor will report to LBB on a monthly basis on the savings achieved under the Contract. All savings stated above will be separately identified and reported.

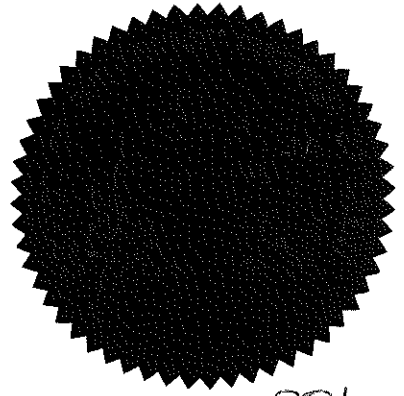
10. Pay Rate Banding and Benchmarking

- 10.1 The Contractor will carry out a 6 monthly benchmarking exercise to establish market rates for each Job Category. Following this exercise market rates for each Job Category will be agreed with LBB and the Contractor will aim to recruit Agency Staff at rates lower than the market rates. The Contractor will report monthly to LBB on any savings achieved in relation to market rates and rates paid by LBB.

11. Annual Rebate

- 11.1 The Contractor will pay an annual rebate of £5,000 to LBB in June 2008 and in June 2009.

Executed as a Deed by affixing)
THE COMMON SEAL)
of the MAYOR AND BURGESSES)
OF THE LONDON BOROUGH OF)
BRENT in the presence of:)



28701

.....
R.W. Vale
Borough Solicitor

EXECUTED as a DEED by affixing)
THE COMMON SEAL of)
Eden Brown Limited)
in the presence of:-)

.....
Director

.....
Director/Secretary

OR

SIGNED as a DEED by)
Eden Brown Limited)
acting by a director and its)
secretary/two directors)

.....
[Signature]
Director

.....
[Signature]
Director/Secretary

