

PLEASE DO NOT DATE

DATED 18th September 2008

THE MAYOR AND COMMONALTY AND
CITIZENS OF THE CITY OF LONDON

-and-

COMENSURA LTD

AGREEMENT

PROPERTY ADDRESS
or DESCRIPTION:

CONTRACT TYPE: City's own Conditions of Contract

DESCRIPTION: Provision of Services: Vendor Neutral Managing Agency Services to the City of London
for the provision of Temporary Staff 2008 onwards

SERVICES:

CONTRACT START DATE: 1st April 2008

CONTRACT FINISH DATE: 30th March 2011 unless extended or terminated earlier in accordance with the Conditions of
Contract

CONTRACT VALUE:

ORIGINATING DEPARTMENT: CHAMBERLAIN

FILE REF: FI0001/207/CT/JAG/AO

A.J. Colvin
Comptroller & City Solicitor
The Guildhall
London EC2

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conditions\JAG#FI0001.207#AGREEMENT#COMENSURA UK_2008.doc

R19958

AN AGREEMENT made the 18th day of September Two thousand and eight

BETWEEN

- (1) **THE MAYOR AND COMMONALTY AND CITIZENS OF THE CITY OF LONDON** (hereinafter called "the City") of Guildhall London EC2 of the one part and
- (2) **COMENSURA LTD** (Company registration number 04085767) whose registered office is situate at 800 The Boulevard Capability Green Bedfordshire Luton LU1 3BD (hereinafter called "the Managing Agent") of the other part

W H E R E A S the City lately invited Tenders for the provision and execution of the Services set out in Paragraph 1 of the Schedule hereto (hereinafter referred to as "the Services") in accordance with the Contract Documents listed in Paragraph 2 of the Schedule hereto (hereinafter called "the Contract Documents") prepared by the Client's Representative (hereinafter called "the Client's Representative") named in Paragraph 3 of the Schedule hereto and for the provision and execution of the Services as therein mentioned AND WHEREAS the Managing Agent having examined copies of the said Contract Documents and having made all necessary enquiries regarding the Services have delivered to the Client a Tender (hereinafter called "the Tender") for the provision and execution of the Services in accordance therewith for the sums referred to in Paragraph 4 of the Schedule hereto copies of which said Tender and Schedule and any Special Conditions therein contained together with the Contract Documents are annexed to and are intended to form part of this Contract

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:-

1. THE Tender and Contract Documents have been duly signed for the purpose of identification on behalf of the Client by the Client Representative and by the Company Representative named in Paragraph 5 of the Schedule hereto on behalf of the Managing Agent and the same shall take effect and be in all respects binding on the Managing Agent in the same way as if their name had been actually inserted throughout the same instead of the words "the Managing Agent"
2. THE Managing Agent will provide and execute the Services in accordance with the terms and conditions of the Tender Contract Documents and Schedule and will thereafter maintain the same as mentioned in the Tender Contract Documents and Schedule hereto
3. THE Client will pay to the Managing Agent and the Managing Agent will accept in full satisfaction for the provision and execution of the Services as hereinbefore provided such sums calculated on the Managing Agent's Tender as shall be payable to the Managing Agent in accordance with the Contract Documents and payment thereof shall be made on the conditions at the times and in the proportions set out in the Contract Documents
4. THE Client further agrees to reimburse any sum or sums as shall be properly charged by the Commissioners of Customs and Excise on the supply made by the Managing Agent under this Agreement in respect of Value Added Tax

THE SCHEDULE

Paragraph 1

"The Services" shall mean:-

Vendor Neutral Managing Agency Services to the City of London for the provision of Temporary Staff 2008 onwards as more particularly described in the Contract Documents set out in Paragraph 2 below.

Paragraph 2

"The Contract Documents" shall mean:-

1. Managing Agent's Tender Submission dated 8th January 2008;
2. Invitation to Tender Letter, dated 6th December 2007;
3. Tender Document comprising of the following:
 - i) Forms of Tender for mandatory Option A and Non-Mandatory Option B;
 - ii) Instructions to Tenderers Document;
 - iii) Specification of Services together with supporting documentation;
 - iv) Conditions of Contract;
 - v) Appendices as set out in the Invitation to Tender Letter
4. Tender Circular No 1 dated 21st December 2007 clarifying the position regarding TUPE referred to in the Instructions to Tenderers and responding to queries raised by tenderers
5. Tender Circular No 2 dated 9th January 2008 timed at 14.25 responding to a number of queries raised by tenderers.
6. City's E-mail dated 21st January 2008 timed at 15.08 enclosing brief for presentation to City Officers on 25th January.
7. City's E-mail dated 21st January 2008 timed at 15.09 confirming the time of the presentation on the 25th January 2008
8. City's E-mail dated 21st January 2008 timed at 15.10 confirming correct time for the presentation on the 25th January 2008.
9. City's E-mail dated 28th January 2008 timed at 17.21 setting out specific IT questions raised by the City's Head of Business Services one of the panel members of the City
10. Your Company's E-mail dated 31st January 2008 timed at 0.646 attaching its response to the IT specific questions
11. City's E-mail dated 5th February 2008 timed at 17.33 confirming that the Managing Agent was through to the second stage of the tender evaluation process and providing details of a further presentation to the City's Officers.

12. City's E-mail dated 5th February 2008 timed at 18.35 confirming that the Managing Agents qualifications to the City's terms and conditions of the contract would also be discussed.
13. Your Company's E-mail response to document 12 above dated 6th February 2008 timed at 10.32 confirming who would attend the second presentation on behalf of the Managing Agent.
14. City's e-mail dated 6th February 2008 timed at 11.10 a.m. regarding the second presentation.
15. Your company's E-mail response dated 6th February 2008 timed at 16.42 to document 14 above.
16. Your Company's E-mail response dated 11th February 2008 timed at 18.08 confirming attendees for the second presentation.
17. City's E-mail dated 14th February 2008 timed at 14.44.
18. City's E-mail dated 19th February 2008 confirming the Managing Agent had advanced to the status of preferred bidder, subject to the satisfactory clarification of certain aspects of its tender including the agreement of contractual terms and conditions acceptable to the City.
19. City's E-mail dated 27th January 2008 timed at 16.29 informing the Managing Agent that its Tender Submission was being recommended for acceptance and that final acceptance was subject to no challenges arising from the mandatory standing period, and the agreement of mutually acceptable contract terms and conditions.
20. Your Company's E-mail dated 10th March 2008 timed at 10.13 requesting whether there had been any feedback from the City's HR.
21. City's E-mail dated 10th March 2008 timed at 17.42 clarifying what had been agreed with the City's corporate HR regarding the Contract.
22. City's E-mail dated 10th March 2008 timed at 18.12 clarifying one other issue about the contract management issues namely that there will be an on going Managing Agent agenda item at the City's HR group in addition to the contract review meetings.
23. City's E-mail dated 16th April 2008 timed at 17.36 regarding the contract launch, confirming review meetings and setting out the City's Comptroller and City Solicitor's response to the Managing Agents Comments upon the terms and conditions of the Contract set out within the Managing Agent's Tender Submission.

24. Managing Agent's E-mail response dated 18th April 2008 timed at 11.27 a.m. confirming its agreement to the proposal re contract launch and review meetings.
25. City's E-mail dated 22nd April 2008 timed at 15.50 requesting an update re legal issues.
26. Managing Agent's E-mail response to document 24 above confirming that apart from the collateral warranty issues and Clause 30.18, it was agreeable to accept all other comments and proposed changes, and therefore withdrawing its qualifications to Clauses 4.7, 8.5, 30.1.8, 30.7 and 34.2(b) as well as its limitation on liability under the Contract.
27. City's E-mail dated 23rd May 2008 timed at 16.28 concerning the contract launch end on the 29th May 2008.
28. Managing Agents E-mail response to document 27 above dated 23rd May 2008 timed at 17.22 confirming who will be attending the launch on behalf of Comensura.
29. Managing Agent's E-mail dated 17th June 2008 timed at 09.20 re contract update.
30. City's E-mail response dated 18th June 2008 timed at 11.54 confirming that the City's Comptroller and City Solicitor had confirmed its agreement to the provision on the collateral warranty and seeking the Managing Agents agreement to the proposal.
31. Managing Agents E-mail response dated 18th June 2008 timed at 14.56 confirming its agreement to the proposal regarding the collateral warranty issue.
32. City's Comptroller and City Solicitor's email dated 16th July 2008 timed at 18:01 attaching draft Articles of Agreement.
33. Managing Agent's email response dated 13th August 2008 confirming that the draft Articles of Agreement are acceptable subject to minor points referred to in the email.
34. City's Comptroller and City Solicitor's email response dated 18th August 2008 timed at 16:14.
35. Managing Agent's email response dated 19th August 2008 timed at 17:50 concurring its agreement to document 34.

Paragraph 3

"The Supervising Officer" shall mean:-

The Chamberlain of London



Paragraph 4

"The Tender" shall mean:-

The Tender dated 8th January 2008 as set out in Schedule 9 pages 147 – 155 of the Managing Agents Tender Submission

Paragraph 5

"The Company Representative" shall mean:-


Mike Trevor
CEO
Comensura Ltd 

Paragraph 6

SPECIAL CONDITIONS

1. The Services shall be deemed to have commenced on the 1st April 2008 which will be the Commencement Date for the purposes of the Conditions of Contract referred to in Paragraph 2 above.
2. The requirement set out in the Tender Documents for a Deed of Guarantee to be given by the ultimate holding company of the Managing Agent will not apply to this Agreement.
3. The Conditions of Contract shall be amended as follows:
 - a) Clause 6.5 – 6.7 shall be deleted in their entirety. A new clause 6.5 shall be incorporated as set out below:

“6.5 The Managing Agent shall provide the City with certified copies of each Panel Vendor Agreement which it enters into with the Panel Vendors”
 - b) The reference to “Collateral Warranty” set out in Schedule 6 shall be removed and the definition for “Collateral Warranty” set out in Clause 1 shall be deleted.
 - c) Clause 4.2.

“The Managing Agent shall at all times during the Contract Period perform the Services comprehensively with due skill care and

diligence in accordance and in compliance with the Contract, including but not limited to:

- 4.2.1 reasonable guidelines as may have been approved by the City and supplied to the Managing Agent from time to time;
- 4.2.2 reasonable instructions issued to the Managing Agent by any Supervising Officer/Authorised Officer under or in connection with the Contract;
- 4.2.3 all relevant Legislation”
- 4.2.4 In an efficient, professional, ethical and courteous manner which shall have regard to the interests and welfare of the City, the Locations and in a manner which shall preserve, promote and enhance and shall not prejudice the reputation and interests of the City

The Managing Agent’s performance shall be monitored by the City and shall in particular be measured on the basis of any agreed Key Performance Indicators (if applicable) and on the levels of compliance with the Specification”

d) Clause 7.3

“The Managing Agent will supply via the Panel Vendor Temporary Workers which it considers to be suitable for the Services in question and the purposes specified and supply them for the period of a booking. The Managing Agent warrant that it shall require Panel Vendors to conduct sufficient checks as defined within the Specification as to the suitability and qualifications of the Temporary Workers.

e) Clause 17.1.14.

“to reasonably vary temporarily or permanently the Services or the Specification or any part thereof

f) Clause 2.1.2:

“If the Managing Agent is unable or fails to provide the Services or any part thereof in accordance with the requirements of this Contract, the City may itself provide or may employ and pay other persons to provide materially similar or become the same services or any part thereof and all costs incurred as a consequence thereof may be deducted from any sums due to or become due to the Managing Agent under the Contract or shall be recoverable from the Managing Agent by the City as a debt. Save that the City shall be under a duty to mitigate its loss and the Managing Agent shall not be liable for

costs which exceed a period of 6 months following a failure to provide the Services”.

- g) Clause 24.1.3 will be subject to the operation of the Service Level Agreement which will be entered into between the parties.
- h) In line 4 to clause 30.2 after the wording “howsoever arising” the wording “save to the extent that any such liabilities are due to the action of the City” shall be incorporated.
- i) Clause 30.1.8

“it will perform all of the Services in accordance with the Specification with due skill care and diligence and within the times where so indicated within the Specification which times shall be of the essence

- j) Clause 8.1

If any Temporary Worker supplied by the Managing Agent via the Panel Vendor is found at the discretion of the City unsuitable at anytime, the Managing Agent will provide a suitable replacement at no additional premium to complete the booking.

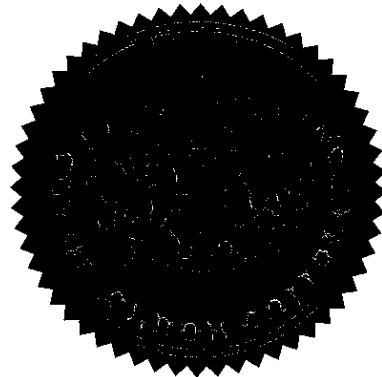
- 4. For the avoidance of doubt the insurance details for the purposes of Schedule 11 of the Conditions of Contract which are to be maintained by the Managing Agent throughout the Contract are those set out in Tender Circular No 2 referred to in Paragraph 2 above.

IN WITNESS of which this Deed has been prepared in duplicate and each part executed by or on behalf of each party hereto and exchanged the day and year first above written

The Common Seal of
THE MAYOR AND COMMONALTY AND
CITIZENS OF THE CITY OF LONDON
was hereunto affixed in the
presence of:



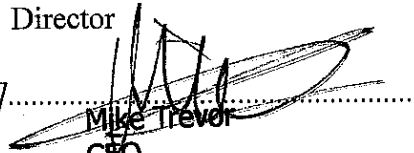
Assistant City Solicitor



EXECUTED and DELIVERED as a Deed
by COMENSURA LTD
by means of these signatures:-

Director

[print name].....



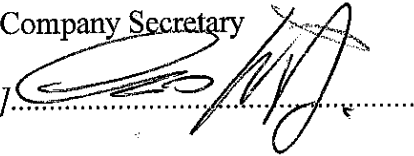
Mike Trevor

CEO

Comensura Ltd

Director/Company Secretary

[print name].....



Chris Ford

Finance Director

Comensura Ltd