

ACCESS AGREEMENT

THIS ACCESS AGREEMENT is made the day of 2007 BETWEEN:

- (1) of ('the Customer)
- (2) **Comensura Ltd** (company registration number: 4085767) whose registered office is at 800 the Boulevard, Capability Green, Luton, LU1 3BA ("the Comensura"); and

WHEREAS

- (a) The London Borough of Waltham Forest has appointed Comensura Ltd to act as Comensura ("the Comensura") pursuant to their tender dated (the "Tender") for the **provision of a Vendor Neutral Temporary Staffing Service on a Managed Service Basis** ("the Service") pursuant to a contractual as mutually agreed by the parties (the "Contract");
- (b) The Tender permits other **public bodies** to be able to access the terms and conditions of the Contract should they wish to appoint the Comensura to deliver Services;
- (c) The Customer wishes to engage the Comensura under the Contract, and the Comensura agrees to provide the Service in consideration for payment for the same in accordance with this Access Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS

1. In the event that the Customer contracts with the Comensura for the Service, the applicable Conditions of Contract shall be those contained in the Contract between The London Borough of Waltham Forest and the Comensura referred to in recital clause (a) above together with the terms and conditions of this Access Agreement. For the avoidance of doubt, where there is any inconsistency or conflict between the terms and conditions, the terms of this Access Agreement shall prevail.
2. The Customer enters into a contract with the Comensura for its own benefit and at its own risk. The London Borough of Waltham Forest shall not be liable for any loss or damage either direct or indirect which the Customer suffers as a result of entering into a contract with the Comensura.
3. The Customer agrees to reimburse the Comensura for the delivery of the Services in accordance with the Pricing Schedule.
4. The Customer shall comply with the Protocol set out in Appendix 1 to this Access Agreement.

5. The Customer acknowledges that neither the Comensura nor any supplier has the obligation (or the opportunity) to supervise, direct or control the manner, time or place of any Temporary Worker's work. The Customer shall provide on behalf of the Comensura and the Panel Vendor sufficient supervision, direction and control over the Temporary Worker throughout the Assignment.
6. The Customer shall be responsible for the Health and Safety of the Temporary Workers whilst they are under the Customer's control and shall supply the Comensura with any pertinent Health and Safety information relating to any Services.
7. The Commencement Date for the provision of services by the Service Provider to the Customer and the effective date of this Access Agreement shall be 2007
8. Either party may terminate this Access Agreement for convenience at any time after the first twelve (12) months of the Commencement Date by giving not less than one hundred and eighty (180) days written notice of termination to the other party.

IN WITNESS of which the parties have executed this Contract under hand the day and year first before written

SIGNED by

[insert name of Customer]

Authorised signatory

**SIGNED on behalf of
Comensura
Limited**

Authorised signatory

APPENDIX 1

PROTOCOL

Client Bodies will be responsible for managing their own local arrangements including contract reviews for their own service delivery needs. As such Client Bodies will be required to:

- a) Agree the commercial details in the form of the Pricing Schedule.
- b) Sign the Comensura's Project Charter setting forth the project plan details.
- c) Agree the local implementation of the contract and method and cost of any integration of electronic systems between their own organisation and the Comensura where applicable.
- d) Identify a named officer (Contract Manager) who shall be a single point of contact for the Comensura.
- e) Specify their own Job Descriptions and Person Specifications for Temporary Workers.
- f) Communicate to the Comensura any organisational policies or procedures that the Comensura, Vendors or Temporary Workers will be required to observe in the delivery of the Services including any requirements for the clearance checking of Temporary Workers and any documentation relating to health and safety.
- g) Communicate any requirements for access to data relating to Temporary Workers.
- h) Specify individual requirements for the provision of Management Information reporting.
- i) Specify individual requirements for data release to law enforcement agencies.
- j) Be responsible for the payment of invoices issued by the Comensura in respect of the Services delivered to them and to agree any local variations to invoicing requirements.
- k) Agree their own baseline against which savings will be calculated if applicable.
- l) Attend overarching contract review meetings as may be organised by the London Borough of Waltham Forest from time to time.
- m) Manage locally any performance issues or continuous improvement actions.

Any service delivery requirements that are locally agreed relating to the above points and any other variations to the Contract including Contract Standards and the Service Level Agreement should be recorded in Appendix 2 to this Document.

APPENDIX 2

LOCAL ARRANGEMENTS

[TBA on a case by case basis between the Comensura and The Customer]

