



## SFW LIMITED

# STANDARD TERMS AND CONDITIONS FOR SUBCONTRACT SERVICES

---

### 1. Scope of Work and Charges

- i) The Subcontractor will supply staff to work for SFW Limited ("SFW"), and these staff may be used by SFW to carry out assignments for SFW directly, or for one of its clients. The Subcontractor's staff are charged to SFW:
  - either on a daily basis at the rates quoted in the Contract Letter Fractions of a day are charged on an hourly pro rata basis, or
  - on a fixed price basis where the scope of work to be performed by the staff is set out in the Contract Letter
- ii) These rates do not include Value Added Tax which will (where appropriate) be added to the amount of an invoice at the prevailing rate.
- iii) Charges will not be made for complete days during the assignment which are not spent directly on the assignment such as public and annual holidays, sickness, and temporary absence for any other reason.
- iv) The Subcontractor's charges exclude travel or hotel expenses and the costs of materials and services not provided directly by the Subcontractor. Where the Subcontractor wishes to charge to SFW such expenses necessarily incurred in the course of the assignment they must be authorised in advance by SFW and will be charged at cost. Clause 10 of these Terms and Conditions outlines how expenses are calculated for site work.
- v) The rates quoted will be fixed for the period of twelve (12) months.

### 2. The Working Day and Overtime

- i) The normal working day is seven and a half hours. This may be subject to alteration by mutual agreement.
- ii) Approved overtime is charged pro rata without premium.

### 3. Payment

- i) For work carried out on a daily basis Invoices are submitted at the end of each calendar month are based on time sheets filled in by the Subcontractor's staff on the assignment and countersigned by SFW, and when requested, SFW's client. These will be included with the invoice.
- ii) For work carried out on a fixed price basis, payment is against milestones set out in the Contract letter, or if there are none, on completion of the work specified.
- iii) Invoices will be paid within 30 days of the date of issue.

### 4. Ownership and Confidentiality

Ownership of the results of the work carried out by The Subcontractor pursuant to this assignment shall at all times vest with SFW, or SFW's client and any information provided by SFW relating to the assignment will be treated as confidential unless specific authorisation to release it is given by SFW or the information comes into the public domain, through no



fault of the Subcontractor. The Subcontractor will ensure that its employees and sub-contractors are bound by provisions similar to those contained herein. This clause shall continue to apply notwithstanding the termination of this assignment.

## **5. Liability**

- i) The Subcontractor will carry out the assignment with reasonable care and skill, and shall, in relation to its carrying out the assignment, be liable (whether in contract, tort or otherwise) for any loss or damage of whatsoever nature (including indirect or consequential loss or damage) suffered by SFW whether arising from any act, default or neglect on the part of the Subcontractor, its employees, agents or sub-contractors or otherwise howsoever, to the extent of the greater of:
  - (a) the value of the work carried out by the Subcontractor, and
  - (b) the amount (if any) which the Subcontractor is entitled to claim under the terms of any insurance policy for the time being in force.
- ii) Notwithstanding anything to the contrary, however, nothing in these terms and conditions shall operate to exclude or restrict the Subcontractor's liability for death or personal injury resulting from negligence within the meaning of the Unfair Contract Terms Act 1977.

## **6. Staff Transfer**

It is a condition of acceptance of any assignment that neither SFW nor the Subcontractor will during the assignment and for twelve months after the assignment make or seek to make any offer of employment to any of the other's staff. Furthermore if the Subcontractor's staff are carrying out an assignment for a SFW client then they must not accept any offer of employment from the SFW client during, and for twelve months after, the assignment and neither must the Subcontractor work directly for the client during this period.

## **7. Cancellation**

For work carried out on a daily basis, during the initial three months of this agreement SFW shall have the right to terminate the agreement for whatever reason by giving one week's notice.

When an end date for the agreement has not been specified, or should SFW wish to terminate the agreement prematurely, four weeks notice shall be given.

Where the Subcontractor has been retained for a specific client assignment and the client terminates the assignment then SFW shall have right to terminate this agreement with the same notice as given by the client to SFW.

## **8. Staff Substitution**

Whilst all reasonable efforts will be made to use the nominated staff on the assignment, the Subcontractor reserves the right to replace any nominated staff if it becomes necessary or expedient so to do. If any of the Subcontractor's staff are to be replaced, then SFW will have the right to terminate the assignment if it does not regard the replacement staff as suitable. The Subcontractor will give to SFW as much advance notice as the circumstances permit.

## **9. Staff Holidays**

Holidays taken by staff during the assignment will be those normally applicable to the assigned staff. Authorisation for the taking of such holidays will not be unreasonably



withheld by SFW. Additionally, SFW agrees to release the Subcontractor's staff on reasonable notice for up to one day per month, on average, for training courses and to attend to internal company matters.

#### **10. Site Work**

Where authorised, for site work daily total travelling time in excess of two hours will be charged at the standard hourly rate. Where authorised the cost of air travel, rail travel or a car mileage allowance at the prevailing SFW company rate will be charged (as appropriate). For site work involving overnight stays the cost of bed, breakfast and evening meal, any incidental expenses such as travel and medical insurance (outside UK only), will be charged.

#### **11. Information Handling and Data Protection**

When the Subcontractor is notified by SFW that they will be working with data whose handling is covered by the 1988 Data Protection Act, or the Subcontractor can reasonably deduce from the nature of their work that they are working with such data, they will comply with SFW's Information Handling Requirements. These set the clarify the obligations of Subcontractors and any relevant further contractors in the supply chain with respect to the storage, transfer and retention of this data.

In addition to the SFW Information Handling Requirements, the end client may insist on additional and/or specific handling requirements for SFW and its supply chain to adhere to. In this instance SFW will provide the subcontractor with copies of these requirements to detail their further obligations.

#### **12. Termination**

The assignment may be terminated by either party by notice in writing to the other having immediate effect if the other shall commit any breach of these Terms and Conditions together with those in the Contract Letter which breach (if capable of remedy) is not remedied within 14 days of notification or if the other shall have a receiver or administrative receiver appointed of it or over any part of its undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other party shall become subject to an administration order or shall enter into voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business.

The termination of the assignment (howsoever arising) shall be without prejudice to the rights and remedies of the parties accrued before such termination and nothing shall prejudice the right of either party to recover any amount of outstanding at the termination howsoever caused.

#### **13. Force Majeure**

If due performance of the assignment by either party is affected in whole or in part by reason of any event, omission, accident or other matter beyond the reasonable control of such party, such party shall give prompt notice thereof to the other party and shall be under no liability for any loss, damage, injury or expense (whether direct or consequential) suffered by the other party due to the affected performance. Such party shall use all reasonable efforts to avoid or overcome the causes affecting performance and shall fulfil all outstanding performance as soon as it becomes practical to do so.

**14. Notices**

All notices required or permitted to be given under the contract shall be in writing and sent by first-class letter or telex or facsimile or delivered by hand to the Subcontractor or SFW's representative responsible for liaison at their normal working address, or at such other address as the appropriate party may from time to time designate. Proof that an envelope containing a notice was correctly addressed, prepaid and posted, shall be proof that it was sent. Notices are assumed to have arrived 48 hours after the date of posting.

**15. Severability**

In the event of any clause contained in these Terms and Conditions or in the Contract Letter and annexes thereto, being declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way impair or affect any other clause all of which shall remain in full force and effect.

**16. Waiver**

The failure of either party at any time to enforce any provision of the contract shall in no way affect its right thereafter to require complete performance by the other party, nor shall the waiver of any breach of any provision be taken or held to be a waiver of any subsequent breach of any such provision or be a waiver of the provision itself. Any waiver to be effective must be in writing.

**17. Whole Agreement**

These Terms and Conditions together with those in the Contract Letter and annexes thereto, shall apply to any contract for the provision by the Subcontractor to SFW of Subcontract Services. It constitutes the entire contract between the Subcontractor and SFW and supersedes all previous communications, representations and contracts either written or oral. In the case of any inconsistency between these Terms and Conditions and those in the Contract Letter, the ones in the Contract Letter shall prevail. The printed terms and conditions of any purchase order or other correspondence of the Subcontractor in connection with the Contract shall not apply. The Subcontractor acknowledges that it is not entering into the contract in reliance upon any representation not set out in the contract.

No amendment to the contract shall be binding unless in writing, signed by the parties or their duly authorised representatives and expressed to be for the purpose of such amendment.

**18. Arbitration**

Any dispute arising in connection with the contract between the parties hereto shall, after written notice by either party to the other, be referred to a single arbitrator mutually agreed for the purpose, or in default of such agreement, to be appointed at the request of either party by the President of the British Computer Society. Such reference shall be deemed to be a submission to arbitration under the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force.

**19. Governing Law**

The contract shall be construed in accordance with and governed by English law and each party hereby submits to the non-exclusive jurisdiction of the English Courts. Headings have been included for convenience only and shall not be used in construing any provision herein.