

End-User's Master Agreement

TERMS AND CONDITIONS

DEFINITIONS

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| "The Agent " | max20 Limited of Chapel House, Borough Road, Altrincham, Cheshire, WA15 9RA. |
| "The End-User" | The person, firm or company signing as the End-User in the Schedule below |
| "The Contractor" | The person named as the Contractor in the Schedule below. |
| "The Fee Rate" | The rate of remuneration payable to max20 as specified in the Schedule below. |
| "The Contract Period" | The period specified as the Contract Period in the Schedule below. |
| "The Location" | The premises of the End-User being the address specified as the Location in the attached contract. |

Buying Solutions

Max20 Ltd operates under the Buying Solutions Framework (Agreement Number: CMAAC095124). The Terms & Conditions of Buying Solutions apply to all contracts raised by max20 Ltd. Details can be found at:
www.buyingsolutions.gov.uk/services/ResourcingServices/resourcingsolutionshealth/nonmedicalnonclinical/
or by contacting max20 Ltd

1. max20 undertakes to supply the services of the Contractor at the Fee Rate plus VAT and for the Contract Period stated in the schedule. The services of the Contractor shall be on a contract basis in the capacity detailed in the attached contract.
2. This agreement shall terminate automatically at the expiration of the Contract Period. It may be extended beyond the Contract Period for a further period subject to mutual agreement as to the terms. Any extensions or amendments to the contract will be notified to both parties. The End-User can also terminate the Contract by giving notice as detailed in the CLIENT CONTRACT. The End-Users Terms & Conditions continue to apply throughout the entire duration of the contract, including extensions.
3. The End-User will sign the Timesheet and such signature shall be conclusive evidence that the End User is satisfied and will pay the charges in full without dispute. Should the End-User be dissatisfied with the performance of the Contractor or dispute the timesheet for any reason they must inform max20 within 30 days as per Section 4.7 of Buying Solutions Terms & Conditions.



4. max20 will invoice the End-User weekly for settlement 14 days nett on the basis of time actually worked and recorded on the signed time sheet and calculated to the Fee Rate as set out in the Schedule. In addition the End-User will be invoiced for any additional expenses that have been previously agreed in writing between max20 and the End-User. The Contractor will record his/her working hours on a time sheet, supplied by max20, each week and submit it for countersignature by the End-User's representative. If payment is not made within 30 days then the Late Payment of Commercial Debts (Interest) Act 1998 will be enforced as per Section 4.11 of Buying Solutions Terms & Conditions.

5. Whilst working at the Location the Contractor has been instructed to observe the same rules and regulations governing the End-Users' own staff. The End-User undertakes to advise the Contractor of such rules and regulations, including all aspects of Health & Safety within NHS premises. If the End-User is not satisfied that the Contractor is maintaining the standards of competence, conduct or attendance which the End-User may reasonably require of the Contractor then they must notify max20 immediately, setting out their objections to the performance of the Contractor (either orally or in writing dependent on the circumstances). max20 will withdraw the Contractor from the Location immediately and the End-User will be liable to pay only for the number of working days completed by the Contractor. If for any reason (other than force majeure) the Contractor is unable to complete the Contract, max20 will endeavour to replace the Contractor with a person who will be able to perform the Services, as quickly as possible.

6. All trade professional secrets, proprietary or other information supplied by the End-User to max20 or to the Contractor or vice versa shall remain the property of the disclosing party and the parties agree that they will not disclose to any person, firm or company any secret or confidential information or method of working revealed by one to the other for the purpose of this Contract without first obtaining the written consent of the disclosing party. The provisions of the clause will continue to be binding on the parties hereto notwithstanding termination of this Agreement. max20 shall not be liable for any loss or damage however caused arising out of the existence of or the performance of this Agreement.

7. Max20 shall be entitled to terminate this contract by notice to the End-User if:
 - a) the End-User shall commit or allow to be committed a breach of any terms of this Contract and shall fail to remedy such a breach within seven days of notice by max20 to the End-User requiring such a breach to be remedied or

 - b) the client is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation, if a different legal entity, shall agree to be bound by and assume the obligations of the relevant party under this agreement) or compounds with, convenes a meeting of its creditors or has a receiver, manager or an administrator appointed or ceases for any reason to carry on business or takes or suffers any similar action which, in the opinion of the party giving notice, means that the other may be unable to pay its debts. All charges due to max20 at the date of termination shall be payable by the End-User immediately.

8. Please refer to the Buying Solutions website for full details of "temp to perm" conditions.
9. In accordance with the requirements of the Conduct of Employment Agencies and Employment Business Regulations 2003 the Client is hereby notified that the Contractor is employed under a Contract of Service with a third party subcontractor. The relationship between the parties is one between independent businesses acting at arms length, and nothing contained in this Agreement shall be construed as constituting or establishing any partnership or joint venture or relationship of employer and employee between the parties or their personnel. For the purpose of this Agreement, max20 is acting as an Employment Business.
10. max20 is committed to providing a high level service to its customers, both end-users and contract consultants. If you do not receive satisfaction from us you need to tell us about it. If you have a complaint you need to write to us or e-mail admin@max20.com in the first instance, We will acknowledge your complaint within 5 working days of our receipt. We will record and investigate within 15 days of receipt and reply. If you are not satisfied with the response you can write to our Managing Director and we will re-examine the complaint and reply again within 15 days of receipt. If you are still not satisfied you can contact the Employment Agencies Standards Inspectorate at the Department for Business Enterprise & Regulatory Reform.
11. max20 Ltd will be introducing a mandatory Occupational Health check from August 2009. The basic health assessment will cost £25.00 which will be funded by max20. Provided the contractor completes the contract in full, there will be no charge to the contractor. Should the contractor NOT complete the contract in full then max20 reserve the right to deduct the full cost of the health check from any monies owing.
12. max20 Ltd operates as an Equal Opportunity & Diversity employer.

