



# ENIGMA PEOPLE

## SOLUTIONS

### TERMS AND CONDITIONS OF CONTRACT

Contract NO. \_\_\_\_\_

The following terms and conditions apply to this Contract for the provision of service provider (s).

1. Cost and Payment

(A) In consideration of Enigma People Solutions Limited (hereafter known as EPS Ltd) fulfilling this contract, the Client will pay EPS charges in Sterling at our Edinburgh offices or as EPS may direct. Payment shall be due and made monthly in arrears not later than 30 days after the date of the invoice. Interest will be paid on all over due payments as 5 per cent per annum over the base rate for the time being at Plc from the due date of payment.

2. Contract

(A) The client may terminate this contract forthwith by notifying EPS in writing if during the initial 7 day probationary period it is deemed the service provider cannot provide the technical skills necessary to fulfil the task:

(B) If the client notifies EPS in writing that it is dissatisfied with the performance of the service provider and specifies its reason for dissatisfaction, and if such dissatisfaction shall in all the circumstances be reasonable EPS shall within a period of 7 days withdraw such service provider and supply an appropriately qualified replacement service provider.

(C) If EPS shall for any reason not supply a replacement service provider in accordance with sub-paragraphs (B) either party may terminate this Contract by giving written notice to the other and no claim for damages or loss shall result by reason of such termination.

(D) The Client will be responsible for and shall indemnify EPS against any injury to or death of any of service provider (s) arising out of any act or omission of the Client, its employees or agents

(E) The service provider shall be under the control and supervision of the Client who will provide free of charge all information, facilities and equipment necessary or required by the service provider (s). The service provider (s) will adhere to all regulations of the Client in respect of its premises. Nothing shall be deemed to create a relationship of employment and employee incurred by the actions of the service provider (s).

(F) EPS shall not be liable to the Client for any loss, expense or damage arising from the negligent act or omission of the Service provider (s) whilst acting under the control and supervision of the Client and the Client will indemnify EPS against any liability incurred by the actions of the service provider (s).

(G) If the client shall during the course of this Contract or within one year from its termination (However caused) Solicit or attempt to procure the employment of or employ any of the service provider (s) or shall introduce any such service provider (s) to any third party who shall within such period employ such service provider (s) (whether as consultant or as an employee) on either a temporary or permanent basis the Client shall pay EPS as agreed and liquidated damages a sum equal to the amount due for such service provider (s) at the rate specified.

3. Professional Rights

All trade and professional secrets of EPS and the Client shall remain the sole property of either EPS or the Client as the case may be and neither EPS nor the Client will disclose any confidential information concerning these to any third party.

4. Termination

EPS may suspend or at its option terminate this Contract by giving the Client seven days written notice if any payment due shall be in arrears for 28 days or more or if the client shall commit a breach of its obligations hereunder or if the Client shall become insolvent or commit any act of bankruptcy or have a petition presented or a resolution passed for its winding-up or if a Receiver or Provisional Liquidator be appointed in respect of the whole or any part of its undertaking and such suspension or termination shall be without prejudice to any rights EPS may have in respect of any claim breach or failure hereunder.

5. General

This Contract is not assignable or transferable by the Client and will be subject to the law prevailing in Scotland All disputes differences and question arising at any time between the parties or their representative or assign shall be referred to arbitration in accordance with the Arbitration Act 1050 or any statutory modification or re-enactment thereof.

**Enigma People Solutions Limited registered address:  
21 Lansdowne Crescent Edinburgh EH12 5EH**

**Registered in Scotland no SC225040  
VAT Registration Number 836 5433 17**