

I am writing to confirm that Xafinity Solutions Limited (trading as Hazell Carr and referred to throughout as "Hazell Carr"), as an employment business, is pleased to offer the Company a consultancy agreement for an expected term, subject to the termination rights below, of x months for the placing of personnel at the Client. The agreement offered is on the basis of the general terms and conditions set out herein. Please have both copies of this agreement signed by an authorised signatory of the Company and return them to Hazell Carr for completion, following which we will return one duly signed copy to you.

1. Start Date

xxxxxxxxxx

2. Term

2.1 The current expectation is that the Project as defined in the Schedule attached will be completed by xxxxxxxxxx, subject to amendment or earlier termination as set out below. Placement work involves providing placement resource to help meet the needs of Hazell Carr's clients where they have insufficient suitable resources available in house. Clients often have difficulty in accurately predicting how long they will need the placement resource, and it is common for clients to change the end date of the Project (either extending or reducing the length of the Project), or to change the number of hours required (e.g. move from five days per week to three days per week).

2.2 It is therefore agreed that the Termination Date referred to in the Schedule attached reflect the Client's current expectation, but may change depending on the Client's needs. The Project Manager will notify the Company of any such changes requested by the Client as soon as reasonably possible and any changes agreed will be subject to these terms and conditions. The consultancy work is to be provided only by person(s) approved by Hazell Carr in accordance with Clause 7 ("the Personnel").

3. Termination

3.1 The agreement may be terminated prior to the expiry date, by either party giving 1 month's prior written notice. Hazell Carr may also terminate this agreement immediately:

3.2 If the Company becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver over its business or assets, becomes subject to any proceedings under any bankruptcy or insolvency law or has been wound up or liquidated, voluntarily or otherwise;

3.3 If the Company commits a material breach of this agreement;

3.4 If due to unsuitability or unsatisfactory performance or conduct by the Personnel

3.4.1 The Client terminates the agreement with Hazell Carr or requests that the Personnel be removed from providing the Services, notwithstanding that the agreement between Hazell Carr and the Client might not be terminated; or

3.4.2 Hazell Carr reasonably considers it necessary to withdraw the Personnel from providing the Services.

3.5 In accordance with clause 7.

4. Location

4.1 The location is as specified in the attached schedule. In addition, the Client may require Personnel to carry out duties at any one of its other locations. In such case this will be agreed between the Company and Hazell Carr. Any changes agreed will be subject to these terms and conditions.

Hazell Carr agrees to the Services being carried out at a location of the Personnel's choosing if both Hazell Carr and the Client agree that their security and operational requirements can be met by the Personnel doing so. Any change of location must have Hazell Carr's prior agreement in writing.

5. Scope of Services

5.1 Personnel shall provide the following services: Adjudication

6. Duty of Care and Warranties

6.1 The Company warrants that:

6.1.1 It shall perform the Services for the Project as set out in this agreement and Schedule 1 with reasonable care and skill; and

6.1.2 It shall use best endeavours to comply with the Service Levels set out in Schedule 2 of this agreement; and

6.1.3 It shall comply with the ongoing measures of quality as set out in Schedule 3; and

6.1.4 the Personnel supplied under this agreement have the requisite skills and experience necessary for the proper performance of the Services as set out in this agreement. Upon request, the Company will provide details and evidence of all qualifications of Personnel.

7. Personnel & Training Cost

7.1 The Company agrees that the Services shall be performed by the Personnel as set out in Schedule 1 or such other personnel as may be substituted, save that no substitution shall be made without Hazell Carr's prior written approval (which will not be unreasonably withheld or delayed). If a substitution is proposed, Hazell Carr shall be provided with the name(s) and qualifications of the

proposed substitute(s). If Hazell Carr does not consider that any of the proposed substitutes are suitable by reason of experience or qualification, the Company shall either provide details of other alternative personnel, continue to provide the Services through the Personnel alternatively this agreement may be terminated immediately by Hazell Carr.

7.3 In the event that any personnel of the Company are removed or released from the Project prior to the completion of the Project and the Client requires Hazell Carr to provide a substitute, the Company acknowledges that the Company shall pay to Hazell Carr the cost of training the substitute personnel and Hazell Carr shall be entitled to deduct such cost from the final invoice submitted by the Company to Hazell Carr.

7.3.1 Clause 7 above shall apply where:

The Company commits a material breach of this agreement; or

7.3.1 The removal or release is due to the unavailability, absence, unsuitability or unsatisfactory performance or conduct by the Personnel of the Company, whereby:

7.3.2 The Client requests that the Personnel be removed from providing the Services, notwithstanding that the agreement between Hazell Carr and the Client might not be terminated; or

7.3.3 Hazell Carr reasonably considers it necessary to withdraw the Personnel from providing the Services; or

7.3.4 The Personnel of the Company voluntarily leave or resigns from the Project prior to the completion of one quarter of the expected term.

7.4 Notwithstanding the above, Hazell Carr shall not deduct the cost of training substitute personnel from the Company where:

7.4.1 Hazell Carr are not required to compensate the Client for the cost of training substitute personnel; or

7.4.2 The Client does not require Hazell Carr to provide substitute personnel for the Project.

8. Absence

8.1 If any Personnel are absent from work due to sickness, injury or other incapacity the placement administrator must be informed by 9:30 am on the first day of absence, with an indication of the number of days absence anticipated.

9. Compliance with Client's Workplace Rules

9.1 The Company will ensure that all Personnel are required to comply with the Client's rules and regulations in the workplace. Personnel must ensure that the Client makes these available to them and that they familiarise themselves with such rules and regulations. The Company will ensure that Personnel dress in the manner as instructed by the Project Manager and/or the Client.

10. Indemnity

10.1 Nothing in this agreement is intended to or shall imply a contract of employment between Hazell Carr and Personnel and the Company shall indemnify Hazell Carr against any loss of any nature it sustains as a result of any of the Personnel making such an assertion.

11. Fees and Disbursements

11.1 The Company shall be paid a rate of £xxx per case closure. This rate is subject to the following caveats:

11.1.1 Prior to any closure, a case may be subject to a quality audit performed by Hazell Carr and, where appropriate, the Client. In the event that a case is deemed to be unacceptable and fails to meet with either Hazell Carr's or the Client's standards of quality, Hazell Carr shall be entitled to delay or withhold payment in respect of such a case at its reasonable discretion.

11.1.2 For the purposes of this agreement, a case will fail the quality audit and be deemed unacceptable if a case falls within any of the criteria set out in Schedule 4.

11.1.3 The case failure criteria set out in Schedule 4 is not an exhaustive or definitive list. The Client or Hazell Carr, at their reasonable discretion, shall be entitled to amend the Schedule from time to time without prior notice to the Company.

11.2 The rate in clause 11.1 above is proportionate to the cost per case received by Hazell Carr. If after the date of this agreement the Client and Hazell Carr agree to undertake work that, in the opinion of Hazell Carr, is fundamentally different to the work currently undertaken on the Project, Hazell Carr reserves the right to adjust the rate paid to the Company accordingly.

11.3 Notwithstanding clauses 11.1 and 11.2 above, if after the date of this agreement the Client and Hazell Carr agree to undertake work that, in the opinion of Hazell Carr, has an undetermined or unspecified unit time for each case, the Company shall be paid a daily rate of £200.

11.4 If the Company is to be reimbursed for any expenses incurred, details of such will be given in the Schedule. Appropriate receipts or other evidence of expenditure must be provided to support any claim for reimbursement of expenses, such claim to be made on or before the second working day of each calendar month to the Placements Administrator. Subject to Clause 3 above, Hazell Carr undertakes to pay Personnel all Fees and disbursements, in respect of the period of inability or

unavailability.

12. Tax and National Insurance

12.1 The Company shall be responsible for making appropriate PAYE deductions for tax and national insurance contributions from the remuneration which is paid to the officers or employees of the Company. The Company indemnifies Hazell Carr in respect of any claims or demands which may be made by the relevant authorities against Hazell Carr in respect of primary Class 1 National Insurance contributions and income tax relating to the provision of services under this agreement.

13. Authority

13.1 The Company and the Personnel shall have no authority to commit Hazell Carr to any legally binding commitments or contracts or to interfere in the running of Hazell Carr's affairs or business.

14. Time and Case Recording

14.1 Personnel are required to maintain records of time spent on the Project that should also state the number of cases undertaken in each working day. These are to be submitted monthly to the placements administrator on or before the second working day of each calendar month.

15. Invoicing and Payment

15.1 An invoice for Services provided under this agreement must be submitted for payment on the first working day of the calendar month following the month in which the duties were performed. Hazell Carr will make payment on all correctly submitted invoices 28 days after the first day of the calendar month in which the invoice was submitted (provided that the invoice was submitted on the first day of the calendar month). If an invoice is not submitted on time payment will not be made until the 28th day of the following calendar month.

16. Liability and Consequential Loss

16.1 The Company hereby agrees to indemnify Hazell Carr and keep Hazell Carr fully and effectively indemnified on demand against any liability, damage, expense, claim or cost (including reasonable legal costs and expenses) suffered by Hazell Carr as a result of any negligent act or omission or wilful misconduct caused by the Company or the Personnel, in connection with the provision of Services, whether directly or indirectly. The total aggregate of the Company under this agreement shall not exceed £1 million.

16.2 Hazell Carr shall only be liable to the Company for any direct loss that arises as a result of Hazell Carr's breach of any term of this agreement, any warranty given in this agreement, or any duty or warranty that may operate in law. Hazell Carr shall not be liable in respect of any claims brought more than three (3) years after the date of the alleged breach. The total aggregate liability of Hazell Carr under this agreement, other than for fraud or gross negligence (or any other liability which cannot lawfully be excluded), shall not exceed the total amount of fees paid under this agreement up to the date of such claim arising.

16.3 Hazell Carr shall not be liable to the Company for any indirect or consequential loss howsoever arising, which shall include but not be limited to, losses of anticipated profits or future business, damage to reputation or goodwill, any damages or expenses payable by the Company to any third party or loss of any order or contract.

17. Confidentiality

17.1 All Services carried out pursuant to the duties set out in clause 5 is confidential. All information about Hazell Carr, its clients and their business and financial circumstances that comes to the attention of the Company (whether through the Personnel or otherwise) during the term of this agreement (whether or not related to the Services that you provide) is confidential. The Company agrees to at all times (and agree that the Personnel will at all times) maintain the confidentiality of and not to disclose any confidential information to a third party during the term of this agreement, or thereafter, without the prior written consent of Hazell Carr. Notwithstanding this, disclosure of confidential information to a third party will not be prevented to the extent that this is required by any court of competent jurisdiction, or by a governmental or regulatory authority, or where there is a legal duty or requirement to disclose.

18. Non-solicitation - Employees

18.1 The Company shall not without Hazell Carr's prior written consent, either during the term of this agreement or for six (6) months immediately following its termination ("the Restrictive Period"):

18.1.1 Employ (either directly or indirectly), or enter into an agreement for the provision of services on a self-employed basis with, any employee of Hazell Carr (whether on an employed or a self-employed basis).

18.1.2 Actively solicit any employee of Hazell Carr; or

18.1.3 Solicit or entice away or seek to entice away any employee of the Client or any of Hazell Carr's clients with whom you or the Personnel had dealings in the 6 months before termination of this agreement.

18.3 In the event that the Company breaches sub clauses 18.1.1 or 18.1.2 the Company shall pay to Hazell Carr by way of a referral fee a sum equal to six (6) months' ("the Referral Period") gross payment offered under the new contract between the Company and the relevant individual. The

Company acknowledges that this payment represents a genuine pre-estimate of the loss that would be suffered by Hazell Carr as a result of a breach by the Company of this clause. The Company indemnifies Hazell Carr in respect of any claim that Hazell Carr may be subject to (including any associated costs and expenses) as a result of any breach of sub clause 18.1.3.

19. Intellectual Property Rights

19.1 Any and all processes, procedures, software and materials produced by the Company or the Personnel arising from this agreement will vest in Hazell Carr and Hazell Carr will become the owner of all Intellectual Property rights in relation thereto. The Company will, and will require that the Personnel will, execute all necessary documents and take all necessary steps to have Hazell Carr registered as the owner of any intellectual property rights to which Hazell Carr is entitled under this clause.

19.2 The processes, procedures, software and materials provided to the Company or the Personnel for the purposes of this agreement may be subject to Intellectual Property Rights, held either by Hazell Carr or a third party, and in such cases the Company agrees that neither it nor the Personnel will infringe any such rights.

20. Data Protection Act 1998 ("the Act")

20.1 For the purposes of this Agreement both parties may receive Personal Data (as defined by the Act). The parties agree to act solely on the instructions of the other in relation to the processing of data and information and will at all times ensure that the necessary technical and organisational measures are in place to prevent unauthorised and unlawful processing or disclosure of the data.

21. Primary liability

21.1 The Company is for the avoidance of doubt primarily responsible and liable for the compliance of the Personnel (or any of the Company's officers, employees or sub-contractors) with the obligations and restrictions to which the Company is subject under this agreement.

22. Notices

22.1 Any notice, claim or demand required to be served under or in connection with this agreement is to be provided in writing and shall be sufficiently given or serviced if delivered to the relevant party at the following address:

22.1.1 Contractor's name and address

22.1.2 Xafinity Solutions Limited

27 King's Road

Reading

Berkshire

RG1 3AR

23. Third Party Rights

23.1 No term of this agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

24. Survival

24.1 To the extent that any clause is intended to have effect following termination of this agreement such clause shall survive and continue in effect notwithstanding termination. The following clauses are illustrative but not an exhaustive list of such clauses; 10, 12, 16-25 and 27-30.

25. Severability

25.1 In the event that any covenant or restriction shall be found to be void but would be valid if some part thereof were modified or deleted such covenant or restriction shall apply with such modification or deletion as may be necessary to make it valid or effective. In particular If either or both of the Restrictive Period and the Referral Period are judged by a court or tribunal of competent jurisdiction to be void or unenforceable, but would be valid and enforceable if certain words were deleted or the length of the Restrictive Period or the Referral Period were reduced, the provisions shall apply with such modification as required to make them valid and enforceable.

26. Variation

26.1 No variation or purported variation of this agreement shall be effective unless it is in writing and signed by or on behalf of both the Company and Hazell Carr.

27. Waiver

27.1 Failure by either party to enforce its rights or pursue any remedy under this agreement shall not be deemed to be a waiver of such rights or remedy.

28. Provision of Company Details and Professional Indemnity Cover

28.1 Upon demand the Company will provide Hazell Carr with such details as are requested together with evidence thereof. These details may include, but shall not be limited to, company registration, VAT registration, bank account details for payment and Professional Indemnity cover. The Schedule sets out whether it is a requirement of this agreement that the Company has Professional Indemnity Cover.

29. Whole Agreement

29.1 For the avoidance of doubt, this agreement constitutes the whole agreement between the Company

and Hazell Carr. Warranties and representations given which are not set out in this agreement will not be of any force and effect, and neither party may rely on any such warranties or representations.

30. **Governing Law**

30.1 This agreement will be governed by and construed in accordance with English law. Both parties agree to submit themselves to the exclusive jurisdiction of the courts of England.

Yours sincerely

The parties confirm their agreement to the above terms:

**Executed for and on behalf of Executed for and on behalf of
the Company: Xafinity Solutions Limited:**

..... (Name) (Name)
..... (Signature) (Signature)
..... (Date) (Date)

SCHEDULE 1

CONTRACT DETAILS:

Commencement Date xxxxxx

Termination Date xxxxxxxx

Location **Canary Wharf**

Notice Period for Termination **1 month**

Professional Indemnity cover required **Y**

Identity of Personnel **xxxxxx**

PROJECT DETAILS:

Client **Financial Ombudsman Service**

Project Name **Adjudication**

Brief Description of Project **Adjudication**

Place of Work **Canary Wharf**

VAT Status **Y**

REPORTING TO:

Project Manager

On-site Manager

Placement Administrator

HOURS OF WORK:

Core Hours (if applicable) **37.5**

EXPENSES: N/A

SCHEDULE 2: SERVICE LEVELS

- Upon allocation of a case, the Hazell Carr Adjudicator should make telephone contact with the consumer.
- Hazell Carr Adjudicators should request any additional information within 10 days of allocation.
- Hazell Carr Adjudicators should complete a view or mediation within 5 days of all information being received.
- Where an Ombudsman review has been requested, the Hazell Carr Adjudicator should have passed the case to an Ombudsman within 5 days of gathering any relevant information.
- Hazell Carr Adjudicators should update all parties on progress of the case on a monthly basis.
- Any cases not closed by Hazell Carr Adjudicators within 4 months of allocation to be reviewed by the Hazell Carr Operations Manager and the FOS Operations Director.
- Any cases where a view has not been issued within 2 months of allocation are to be reviewed by the Hazell Carr Operations Manager and the FOS Operations Director.
- Any case where there has been no activity within a 28 day period will be deemed not acceptable.
- Adjudicators must manage their outstanding task lists on a daily basis.
- Clipper to be updated with activity on a daily basis (telephone notes, discussions with FOS)

technical support).

- A rolling quality benchmark of 90% is required from Adjudicators to maintain sign-off.
- All complaints to be reviewed by the Hazell Carr Operations Manager and the FOS Operations Director.
- The day of receipt is day 0.

SCHEDULE 3: ONGOING MEASURES OF QUALITY

- A minimum benchmark of a rolling 90% accuracy is required to maintain sign-off.
- If an Adjudicator does not meet the benchmark, checking will be increased to a minimum of 50% until the benchmark is achieved. If this target is not achieved an improvement plan will be put into place with coaching and support, with an agreed target date to achieve competency. If competency measures are achieved, a sign off proposal will be completed.
- If the required competency level is not achieved after review and discussion with relevant parties, decision to either extend and review the plan, or provide notice as per contractual requirements will be made.

SCHEDULE 4: QUALITY FAILURES

1. A wrong or doubtful conclusion caused by:
 - Unfair or unequal treatment of the parties.
 - Poor assessment of evidence.
 - Not getting to grips with the complaint.
 - Not understanding the complaint.
 - Not addressing / acknowledging all heads of complaint.
 - Failure to follow guidance / rules.
 - Not checking jurisdiction.
 - Complaint set up against wrong business.
2. Potentially causing one of the parties to not pursue further by:
 - Mis-statement of our role and / or remit.
 - Failure to use agreed standard text when explaining referral rights.
 - Generally resisting ombudsman involvement.
 - Failure to make clear what will happen next.
3. Failure to follow process:
 - Incorrect or premature closure.
 - Failure to reopen when fair to do so.
 - Avoidable delays and periods of inactivity.
 - Failure to update / chase / set deadlines.
 - Poor file organisation (when referred to internal customers).
 - Any case where there has been no activity within a 28 day period.
4. Miscellaneous issues:
 - Serious or repeated spelling mistakes, particularly involving the parties' details.
 - Compounding an earlier instance of poor service.