

# **Agreement and General Conditions for the Hire of Contract Staff**

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## Agreement and General Conditions for the Hire of Contract Staff

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- 1. Definition of Terms**
- 1.1 In this Agreement the following words and phrases shall have the meanings respectively given against them unless the context otherwise requires:-
- "**The Hirer**" means Outokumpu Stainless Ltd.
- "**The Contractor**" means the company to provide Staff according to this agreement.
- "**Leaving Time**" means the time specified in Schedule II;
- "**Quarter**" means the periods between and including 1st January and 31st March, 1st April and 30th June, 1st July and 30th September or 1st October and 31st December in any year.
- "**Reporting Time**" means the time specified in Schedule II;
- "**Services**" means the services of Staff as specified in the appropriate column of Schedule II;
- "**Site**" means the land or buildings in, on, over, under or through which the Services are to be provided;
- "**Staff**" means the persons who will provide the Services or any part of them on behalf of the Seller, whether or not employees of the Seller or any Seller Party, agency staff or otherwise and "Staff Member" means any of them. Staff and Staff Members shall be deemed to be Seller Parties for the purposes of the Contract.; and
- "**Term**" means the period between the dates specified in Schedule II.
- 1.2 In this Agreement the masculine shall include the feminine and the singular shall include the plural and vice versa unless the context otherwise requires.
- 1.3 Any reference to an Act of Parliament in this Agreement shall be a reference to that Act as it may be re-enacted or modified.
- 1.4 Clause headings and marginal notes are inserted for convenience only and shall not affect the construction and interpretation of this Agreement.
- 1.5 The attached Schedules form part of, and shall be construed with, this Agreement.
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- 2. Contractor's Responsibilities**
- 2.1 The Contractor shall make available to the Hirer the services of such Staff specified in Schedule II as the Hirer may require from time to time during the term.
- 2.2 The Hirer may issue a Call Order or Call Orders requiring the services of Staff at any time during the term specifying:-
- (a) the number of Staff within each category of Staff specified in Schedule II whose services are required;
- (b) the period for which those services are required;
- 2.3 If the requirements of the Hirer are communicated in a manner other than by the issuing of a Call Order then those requirements shall be confirmed promptly with a Call Order.
- 2.4 The Contractor shall promptly acknowledge receipt of each Call Order issued hereunder by signing and returning to the Hirer a copy.

2.5 The Staff shall:-

- (a) have the requisite and necessary skills and experience to carry out the Services and, without prejudice to the generality of the foregoing, have the qualifications and experience (if any) specified in Schedule II, and
- (b) have sufficient, adequate and well maintained plant, equipment, (including, without limitation, safety clothing and safety equipment) machinery and tools to carry out the Services save to the extent the same are supplied by the Hirer pursuant to Clause 3.4 below.

2.6 The Contractor will (if so required by the Hirer) ensure that each Staff Member has read and understood copy of each of the documents specified in Schedule I in the form in force at the time that Staff Member commences any Services hereunder.

2.7 The Contractor will procure that each Staff Member shall comply with the terms of this Agreement insofar as they are applicable to that Staff Member. In particular, but without prejudice to the generality of the foregoing, the Contractor will procure that each Staff Member:-

- (a) signs and complies with the form of undertaking set out in Schedule III before commencing Services on the Site;
- (b) is aware of the requirements of this Agreement insofar as they relate to him;
- (c) complies with all lawful and reasonable directions (both general and specific) of the Hirer and with the Hirer's Site Regulations, safety rules and general rules applicable to the Hirer's own employees on the Site;
- (d) reports any defects or damage of which he is aware in, or to, any premises, plant, equipment, machinery, tools or other property of whatsoever nature in the possession, custody or control of the Hirer; and
- (e) reports any accident which has caused injury or death to any person and any incident which, if repeated, may reasonably be expected to cause injury.

2.8 The Contractor hereby acknowledges:-

- (a) he has a written health and safety policy to the extent required by Section 2.3 of the Health and Safety at Work etc. Act 1974 and, he has an approved code of practice;
- (b) that that where the Contractor is not a company that he is self employed within the meaning of that Act and that the Staff are his employees, partners or subcontractors;
- (c) that he is familiar with the risks involved in, or arising out of, the Services including risks to the health and safety of the public and to the risks arising out of or in connection with the activities of Staff and has taken cognisance of any additional expense to the Contractor as a result of mitigating or minimising such risks;
- (d) that he has satisfied himself as to the condition, fitness for purpose and safety of the premises, plant, equipment, machinery and tools supplied by the Hirer pursuant to this Agreement and as to the extent and nature of the Services to be supplied by him and/or the Staff hereunder.

2.9 Before each Staff Member commences any Services, the Contractor will do all that is reasonable in the circumstances and make all necessary inquiries to ensure that the Staff Member is honest and reliable and the Contractor will take

special care where the nature of the Services to be provided by the Staff Member, or the circumstances in which they are to be provided, are such that particular trust and confidence in that Staff Member might reasonably be required by the Hirer.

- 2.10 Insofar as the Contractor operates as an employment agency or employment business in its dealings with the Hirer, the Contractor warrants that he will comply with the Employment Agencies Act 1973 and the Conduct of Employment Agencies and Employment Business Regulations 2003.

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### 3. Hirer's Responsibilities

- 3.1 Subject to the Contractor's responsibilities pursuant to Clause 2 above, the Hirer shall provide reasonable and safe working conditions and working accommodation for the Staff.
- 3.2 Staff shall have access (but not exclusive access) only to such parts of the Site as are reasonably necessary for the purposes of performing the Services and to such other parts of the Site as the Hirer may expressly authorise.
- 3.3 Staff shall be permitted to enjoy canteen, medical and first-aid facilities to the extent that such facilities are provided by the Hirer for comparable employees of the Hirer at the Site. **Provided That:-**
- (a) in the case of canteen facilities, no subsidy provided by the Hirer to its own employees shall be provided to Staff Members who shall be required to pay the full cost of those facilities; and
  - (b) in the case of medical or first-aid facilities, the Hirer may charge the Contractor for the cost of any medical or first-aid treatment provided to a Staff Member; and
  - (c) the Hirer shall have no liability to the Contractor or any Staff Member for any loss, damage, cost, expense, injury or death resulting from any Staff Member's use of those facilities and the Contractor shall indemnify and save harmless the Hirer from and against any loss, damage, cost or expense resulting from any claim made by a Staff Member or any third party arising out of such use.
- 3.4 The Hirer will provide and maintain such plant, equipment, machinery, tools and materials and allow the use of such gas, electricity and water supply that is available at the Site if, and to the extent that, the same are specified in Schedule I and are necessary for the performance of the Services.

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### 4 Employment of Persons

- 4.1 In addition to the obligations stated in paragraph 2 above, the following provisions with regard to the employment of persons shall apply:
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- 4.2 In order to ensure that the best possible labour relations shall be associated with the Contract, the Seller shall observe and comply with the provisions with regard to the employment of persons which are stated in this paragraph 5. Except where otherwise indicated below these provisions shall apply to all persons employed or engaged by the Seller or any Seller Party in the performance of the Contract, either on the Buyer's premises or in every factory or workshop used by the Seller or otherwise.
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- 4.2 The Seller shall in respect of all persons employed or engaged by him in the provision of the Services pay rates of wages and observe hours and conditions of labour in accordance with the relevant national or local agreement between the Seller and the trade union(s) for the trade or industry in the district or premises where the Services are being executed (where applicable).
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- 4.3 The Buyer shall be entitled if it so requires to have suitable certificates of competence from the Seller for any person employed or engaged in connection with the Services. The Seller shall procure that the Buyer is able to require any Seller Party performing the Services on the Site to undergo an alcohol and/or drug test. The Buyer shall be at liberty to object to any Seller Party being involved in the performance of the Services either on the Site or in any other place who shall in the opinion of the Buyer misconduct himself or be
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incompetent or negligent or fail to comply with any Law, works rule, procedure or policy, site condition, license or consent or fail an alcohol and/or drug test. The Seller shall remove, or procure the removal of, that person from the provision of the Services and/or any site of the Buyer as requested by the Buyer and he shall not be again involved in the provision of the Services without the written permission of the Buyer. Any removal or withdrawal of labour under this paragraph 6.3 shall not constitute a valid reason for the Seller's failure to complete the Services in accordance with the Contract.

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- 4.4 Prior to commencement of the Services the Seller shall state in respect of the Staff:
- (a) the name of employer's association, Regional Affiliation (if appropriate) and national agreement followed (and/or domestic agreement);
  - (b) the normal total weekly working hours on which his proposal was based;
  - (c) an indication of the rates which he proposes to pay for his various grades of labour, with details of number of persons to be employed, together with details of how these rates are made up and the amount of any variation from the terms of the national agreement (the ratio in each trade of craftsmen to apprentices employed by the Seller on the Buyer's premises shall not exceed such rate as may be agreed with the Buyer);
  - (d) details of his domestic procedure for dealing with labour disputes and of any variances from the procedure contained in the national agreement mentioned above; and
  - (e) details of any variances in holiday and sick pay arrangements from those stated in the national agreement mentioned above.
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- 45 The Seller shall advise the Buyer in good time before entering into any commitment materially to alter pay or other conditions of employment or methods of working for the Staff.
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45.6

The Seller acknowledges that in preparing his tender he has allowed for Services to be carried out during a specified "standard working week" of the numbers of hours indicated in the Specification. Should the Seller for any reason whatsoever wish to deviate from the standard working week, the approval in writing of the Buyer shall first be obtained. The cost of any additional premium time (or other costs) resulting from deviation from the standard working week shall be borne by the Seller. Premium time means the difference between the number of hours paid to the employee and the number of hours actually worked by that employee.

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- 4.7 The hourly, daily or weekly rates and the rates for overtime specified in the Purchase Order shall apply only in respect of the hours, days or weeks (as the case may be) actually worked by each Staff Member in the provision of Services and no payment shall be due in respect of any time not so worked, including, without limitation, time taken from meal breaks, sickness or other leave of absence and holidays.
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- 48 The Seller shall take part in and abide by the procedures of any consultative machinery set up by the Buyer to co-ordinate labour relations and conditions of employment. In particular the Seller will:
- (a) observe (and ensure that any Seller Party observes) the terms and conditions of the national agreement relevant to his trade;
  - (b) have access to external procedures for the avoidance of labour disputes concerning the Staff, be a member of the relevant federation, association or other employer organisation

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relevant to his trade and place the same requirement on his sub-contractors;

(c) supply regular information to the Buyer concerning the Seller's forecast site manpower requirements, actual manning, earnings analyses and disputes relating to the Staff, and supply similar information concerning his sub-contractors;

(d) co-operate fully in any confidential audit by the Buyer or its agent of the Seller's site payrolls, method of payment and presence on the Buyer's premises of the Seller's workforce or in any similar audit of his sub-contractors; and

(e) inform the Buyer of the occurrence of any dispute on the Buyer's premises immediately and in writing within 24 hours of its incidence and of any significant dispute not on the Buyer's premises which could adversely affect the Contract or performance of the Services.

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4.9 The Seller shall not without the consent of the Buyer knowingly take into employment any individuals employed or engaged by the Buyer or by any other provider of goods or services to the Buyer who is employed or engaged in connection with the Services.

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4.10 Nothing in this Contract shall be taken to mean that Staff Member is an employee, worker, officer or agent of the Buyer. The Seller shall be solely responsible for all matters relating to the employment or engagement of such individuals including compliance with all applicable laws. The Seller will be responsible for all income tax, national insurance contributions or social security charges or similar statutory payments in relation to all such Staff Members and ensure that they are deducted and/or paid to the relevant authorities and/or such individuals (as the case may be).

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4.11 The Seller shall indemnify the Buyer against any costs, expenses, liabilities, damages and losses arising out of any claim, demand, action or proceeding made or brought by any Staff Member which arises or is alleged to arise out of any act of omission of the Seller (or any of its agents or subcontractors). The Seller shall further indemnify the Buyer for any liability for income tax, national insurance contributions and/or social security charges or similar statutory payments (or penalties or interests thereon) which may be found due from the Buyer in respect of Staff Member.

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4.12 The Seller shall indemnify the Buyer against any costs, expenses, liabilities, damages and losses arising out of any claim, demand, action or proceeding made or brought by any employee, worker, officer or agent of the Buyer who is not a Staff Member and which arises or is alleged to arise out of any act of omission of a Staff Member and/or the Seller (or any of its agents or subcontractors).

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4.13 The Seller shall indemnify the Buyer against any costs, expenses, liabilities, damages and losses arising out of any claim, demand, action or proceeding made, be it civil or criminal, and brought by any government agency or regulatory body, including but not limited to the Health and Safety Executive, which arises or is alleged to arise out of any act of omission of a Staff Member, and/or the Seller (or any of its agents or subcontractors). The indemnity in this paragraph 5.13 shall not apply to the amount of any fine paid by the Buyer but shall include all costs, expenses, liabilities, damages and losses arising out of the claim, demand, action or proceeding which gave rise to the fine.

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4.14 The Seller shall promptly on the Buyer's request fully and accurately disclose to the Buyer such details concerning Staff and/or their terms and conditions of employment/engagement as the Buyer may require time to time.

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4.15 The Seller shall indemnify the Buyer against any costs, expenses, liabilities, damages and losses arising out of any claim, demand, action or proceeding made or brought by any Staff Member which arises or is alleged to arise as a

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result of his asserting that he is or was an employee or worker of the Buyer.

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- 4.16 The Seller shall indemnify the Buyer for itself and any future provider of services to the Buyer against all and any costs, expenses, liabilities, damages and losses arising out of any claim, action, demand or proceeding which arises or is alleged to arise by virtue of the operation of the Transfer of Undertakings (Protection of Employment) Regulations 2006 in connection with the termination of this Contract or the termination of the provision of any of the Services (including without limitation in relation to any dismissal or alleged dismissal of any Staff Member or former Staff Member).
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**5 Rates**

- 5.1 The Hirer will pay to the Contractor:-
- (a) the lump sum or rate for a period (as the case may be) specified in Schedule II; and/or
  - (b) the appropriate hourly or weekly rate specified in Schedule II for each hour or week of Services provided by each Staff Member plus, if so specified in column K of Schedule II, the appropriate hourly rate for overtime for each hour of Services provided by each Staff Member outside the hours specified in column G of that Schedule upon order from the Hirer.
- 5.2 The lump sum or rates specified in Schedule II are deemed to include all employment costs for each Staff Member including, without limitation, wages and other remuneration, taxation (other than value added tax payable in connection with the Services), sickness benefits, National Insurance contributions and payments in respect of other insurances, pension and social security contributions, holidays with pay, training levies, subsistence or lodging allowance, and expenses of travel outside the Site, none of which shall be borne by the Hirer.
- 5.3 For the avoidance of doubt it is hereby stated that the Contractor is solely responsible for the administration required in connection with the matters referred to in sub-clause (2) above including the deduction and payment of any employee contributions.
- 5.4 The Contractor will indemnify and save harmless the Hirer from and against any loss, damage, cost or expense resulting from any failure to comply with sub-clauses (2) and (3) above or resulting from any claim made by any Staff Member or third party in connection with the matters referred to in those sub-clauses.
- 5.5 The hourly or weekly rates and the rates for overtime specified in Schedule II shall apply only in respect of the hours or weeks (as the case may be) actually worked by each Staff Member in the provision of Services and no payment shall be due in respect of any time not so worked, including, without limitation, time taken for meal breaks, sickness or other leave of absence and holidays.
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**6. Time Sheets**

- 6.1 Where payment is to be made by virtue of paragraph (b) of sub-clause 4(1) above the Contractor will, as required by the Hirer:-
- (a) supply each Staff Member with a time sheet and will procure that the Staff Member records thereon the hours worked by him in the provision of Services; and/or
  - (b) procure that each Staff Member clocks in and out at the appropriate time office at the Site.
- 6.2 Each time sheet shall daily or in other intervals be countersigned by an authorised representative of the Hirer if so requested by Hirer.
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**7 Payment Terms**

- 7.1 At the expiry of each period specified in Schedule I hereto the Contractor will submit an invoice containing the Hirer purchase number and supported, if so requested, by a time sheet or time sheets for each Staff Member signed by that Staff Member and countersigned by an authorised representative of the Hirer.



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7.2 Unless otherwise stated in Schedule 1, the Hirer will pay the Contractor the amount due in respect of each correct invoice on the 30th day of the second calendar month following the month the invoice is submitted provided the invoice contains the Hirer's order number and reaches the Hirer on or before the fifth day of the calendar month the invoice is submitted.

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**8. Liability**

8.1 The Contractor shall indemnify and keep the Hirer fully indemnified against all actions claims proceedings liabilities costs expenses and losses (including but not limited to direct, indirect and consequential loss of profit or loss of production whether foreseeable or not) suffered or incurred by the Hirer in relation to death or injury to persons (including but not limited to any employee of the Employer, but not the Contractor) or loss of or damage to property (including but not limited to property of the Employer but not including property of the Contractor) or breach of contract by the Contractor to the extent that such death injury loss damage or breach is attributable to the acts or omissions of the Contractor its officers employees agents or sub-contractors.

The remedies contained in this Clause are without prejudice to and in addition to any warranties indemnities remedies or other rights provided by law and/or statute and/or under any other provision of this Agreement for the benefit of the Hirer.

8.2 Except in respect of claims for personal injury or death or loss of or damage to third party property or wilful misconduct or intent by the Contractor the liability of the Contractor arising under Clause 7.1 for any one act or omission shall not exceed 200 % of the payments under this Agreement (for the full period of contract) or £2 Million whichever is the greater.

8.3 The Contractor shall during the period of contract hold adequate insurance policies to cover the full amount of the Contractors potential liability under Clause 7.1 and 7.2. Satisfactory evidence of such insurance and payment of the premium shall be shown to the Hirer upon request. If insurance is not effected or premiums not paid, the Hirer may effect or pay the same and may deduct the cost of so doing from any payment under this agreement.

8.4 The Contractor shall during the period of contract hold employers' liability insurance in respect of his employees of at least a minimum of £10 Million (ten million pounds sterling) in respect of any one event or series of connected events.

8.5 In addition to the above the Contractor shall indemnify and keep the Hirer fully indemnified against all actions, claims, proceedings, liabilities, costs, expenses and losses suffered or incurred by the Hirer in relation to any claim by a Staff Member against the Hirer in which the Staff Member relies upon the allegations that he or she is either a worker or employee of the Hirer.

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**9. Replacement of Staff Members**

The Hirer shall be at liberty to require the removal and/or replacement of any Staff Member without giving any reason whereupon the Contractor shall procure the immediate removal of that Staff Member from the Site and (if so required) his prompt replacement with another person in accordance with this Agreement.

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**10. Things found on Site**

All minerals, metals, objects, lost property and other things found or discovered on, under or around the site shall, as between the Contractor and the Hirer, be the property of the Hirer and shall be dealt with as the Hirer may direct.

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**11. Inventions**

11.1 Any discovery, invention, improvement, process, design, drawing, calculation, formula or document (whether containing any intellectual property right or not) made, discovered or developed by any Staff Member in the course of, or by reason of the Services or other work provided by the Staff Member under this agreement shall be the property of the Hirer and shall be considered as confidential information of the Hirer. Therefore all copyrights, other intellectual

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property rights and know how named above immediately upon its creation are transferred to Hirer. The transfer does also include all rights to make changes and the right of transfer.

- 11.2 The Contractor will, at the request and cost of the Hirer at any time, take all steps and execute all documents necessary to enable the Hirer to obtain patent or corresponding protection in respect of such of the matters referred to in sub-clause 10.1 above as may be so protected.

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**12 Secrecy**

The Contractor shall not at any time disclose to any person any information acquired as a result of the making of this agreement which concerns the Hirer, its business or interests or which concerns any company, firm or person with which the Hirer may be in commercial or technical co-operation or association unless such disclosure is made with the written consent of the Hirer or is made to a Staff Member in order that he may provide work or Services and the Contractor shall not make use of any such information to the detriment or prejudice of the Hirer.

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**13. Publications**

The Contractor shall not publish any literature, deliver any lecture or make any communication with the press concerning the Hirer, its business or interests or use the Hirer as a reference nor take any photographs of the Hirer's property without the written consent of the Hirer.

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**14. Period and Termination**

- 13.1 This Agreement shall commence on the signature hereof and shall, without prejudice to any rights or remedies which may have accrued to either party, cease to have force and effect:-
- (a) on the expiry of the Term, or
  - (b) on the expiry of seven days from the date of a notice in writing issued by the Hirer pursuant to sub-clause 13.2 below, whichever is the earlier.
- 13.2 The Hirer may issue a notice referred to in sub-clause 13.1 above if:-
- (a) the Contractor is in breach of any term or condition of this Agreement or any other agreement with the Hirer for the hire of contract staff;
  - (b) the Contractor is in breach of a contract of employment with any Staff; or
  - (c) the Contractor shall have a winding up or bankruptcy petition presented or enter into any form of voluntary arrangement with its creditors become bankrupt or insolvent or have a receiving order made against him or compound with his creditors or enter into administration or being a body corporate commence to be wound up, not being a member's voluntary winding up for the purpose of reconstruction or amalgamation, or carry on his business under a receiver for the benefit of his creditors or any of them.
- 13.3 Where paragraph (a) of Clause 4.1 above applies (payment by lump sum or rate for a period) and this Agreement is terminated pursuant to a notice given under sub-clause (2) above then, without prejudice to any other right or remedy of the Hirer, the lump sum or rate otherwise payable in respect of the Term or the period in which the date of termination falls shall be reduced by an amount equal to the same proportion of that lump sum or rate as the proportion of the unexpired Term or period (as the case may be) remaining after the date of such termination bears to the proportion of that Term or period which has elapsed prior to the date of such termination.

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**15. Complete Agreement**

- 14.1 This Agreement and the schedules attached hereto shall constitute the complete agreement between the parties and no correspondence prior to the date

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of signature hereof nor any standard terms and/or conditions of the Contractor shall have effect so as to modify its terms.

- 14.2 No variation or amendment of this Agreement shall have effect unless it is made in writing and signed by both parties.
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**16. Service**

Any document, notice or proceedings required or permitted to be given, issued or served under, or in connection with, this Agreement shall be given or sent to the other party marked for the attention of the individual at the address specified in Schedule I hereto or, if no such address is so specified, at the registered office of that other party and any such document or notice properly addressed and sent by registered mail, posted prepaid shall be deemed to have been given or issued on the fourth business day after the mail was duly posted.

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**17. Law and dispute**

This Agreement shall be governed by and construed in accordance with English Law.

If the Contractor is a company registered in United Kingdom any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to the resolution of the High Court, in Sheffield, England.

If the Contractor is a company registered in a country outside United Kingdom any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules (London Court of International Arbitration), which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be Sheffield, England. The language to be used in the arbitral proceedings shall be English.

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## SCHEDULE I

### Clause 1 - Definition of Terms

"SITE" -

"TERM" -

### Clause 2(6) - Documents to be read and understood by each Staff

#### Member

- 1 The safety code in force at the Site;
- 2 The Hirer's Site Regulations;
- 3 The Hirer's Commencement of Work at Site Certificate.
- 4
- 5

in the form in force at the time the Staff Member commences work or Services.

### Clause 3(4) - Plant etc. to be supplied by Hirer

### Clause 7 - Payment Terms

Clause 7(1) - Invoices to be submitted at expiry of each month: quarter: year.

Clause 7(2) - Payment to be made by the 30th of

### Clause 8 - Indemnity and Insurance

Clause 8(1) Paragraph (a) - Limit of liability - £

Clause 8(2) - Insurance, minimum sum - £

### Clause 16

Address for service of notices etc. on Hirer:-

marked for the attention of

Address for service of notices etc. on Contractor:-

marked for the attention of

**SCHEDULE II**

A Category	B Services	C Max. Number	D Description	(Note 12) E Qualifications and/or Experience	F Hours per week	G Daily reporting/ Leaving times	H Rate per hr/ week	K Overtime rate per hour

(Note 13) Clause 4.

Lump sum or rate for a period (if applicable).  
 Lump sum £                                      Rate £

per week/month.

**SCHEDULE III**

Clause 2(7)(a) and (b) - **FORM OF UNDERTAKING**

numbered("the  
UNDERTAKING BY STAFF MEMBER pursuant to an agreement dated \_\_\_\_\_ and  
Agreement")  
between

Outokumpu stainless Ltd **(the Hirer)**

and

.....**(the Contractor)**

In the consideration of being permitted by the Hirer to enter the Hirer's Site and perform work pursuant to the Agreement, the undersigned, agree with the Hirer as follows:-

- 1 (a) I will comply with all lawful and reasonable directions (both general and specific) of the Hirer and with the Hirer's Site Regulations and general rules applicable to the Hirer's own employees on the Site;
- (b) I will report any defects or damage of which I am aware in, or to, any premises, plant, equipment, machinery, tools or other property of whatsoever nature in the possession, custody or control of the Hirer;
- (c) I will report any accident which has caused injury or death to any person and any incident which, if repeated, may reasonably be expected to cause injury;
- (d) I will record accurately the hours worked by me on the time sheets given to me by the Contractor;
- (e) I will give to the Hirer all minerals, metals, objects, lost property and other things found or discovered on, under or around the Site acknowledging that, as between me and the Hirer; they shall be the property of the Hirer and shall be dealt with as the Hirer may direct;
- (f) I will not, now or in the future, disclose to any person any information I may acquire as a result of working which concerns the Hirer, its business or interests or which concerns any company, firm or person with which the Hirer may be in commercial or technical co-operation or association nor will I make use of any such information to the detriment or prejudice of the Hirer unless such disclosure or use is made with the written consent of the Hirer as is required by law or; if such disclosure or use is permitted by law notwithstanding this undertaking, is made after a reasonable period from the time I stop work;

- (g) I will, at the request made any time and at the cost of the Hirer, take all steps and execute all documents necessary to enable the Hirer to obtain patent or corresponding protection in respect of any discovery, invention, improvement, process, design, drawing, calculation, formula or document made, discovered or developed by me in the course of my work; all of which I acknowledge to be the property and confidential information of the Hirer whether patentable or not; and
- (h) I will not publish any literature, deliver any lecture or make any communication with the press concerning the Hirer, its business or interests nor take any photographs of the Hirer's property without the written consent of the Hirer.

2 Although I cannot be required by the Hirer to report for work or remain at work at any time, nonetheless I will give to the Hirer and the Contractor reasonable notice if I am unable or unwilling to report or remain at a time the Hirer is expecting me to do so.

3 I acknowledge and declare that no contract of employment exists between me and the Hirer.

4 I acknowledge that I have read all the documents I have ticked in the appropriate box below:-

- (a) the safety code in force at the Site.....
- (b) the Hirer's Site Regulations.....
- (c) the Hirer's Commencement of Work at Site Certificate.....
- (d) .....
- (e) .....

5 The words "work", "worked" and "working" in this undertaking relate to work pursuant to the Agreement.

Signed by .....

Address .....  
 .....  
 .....

Date .....

**SCHEDULE IV**

Clause 2(2) - **FORM OF CALL ORDER**

**CALL ORDER**

To

(the Contractor)

Dear Sirs

We refer to our Agreement for the hire of contract staff dated and numbered

By this Call Order given in accordance with Clause 2(2) of that Agreement we notify you that we require the Services of Staff as set out below.

Category	Number required	Period(s) required	Holiday and Weekend requirements	Special requirements

Please acknowledge receipt of this Call Order by signing and returning to me the attached copy at the earliest opportunity.

Yours faithfully,

For and on behalf of  
Outokumpu Stainless Ltd (the Hirer)

I hereby acknowledge receipt of a Call Order in the above terms.

For and on behalf of

(the Contractor)



**SCHEDULE V**  
**SPECIAL CONDITIONS**

The Agreement shall have effect as if:-