



**GENERAL CONDITIONS
FOR PROVISION OF PERSONNEL SERVICES**

1. General

1.1 The definitions used in these General Conditions shall have the meanings as set out below:

"Purchase Order"	means the contract for the Personnel Services entered into between the Company and the Client incorporating these general terms and conditions
"Personnel"	means the contractor personnel as detailed in the Purchase Order to be supplied by the Company to provide the Personnel Services to the Client
"Company"	means James Fisher Rumic, a trading division of James Fisher Marine Services Limited (registered company number 05171777) having its registered address at Fisher House, PO Box 4, Barrow-in-Furness, Cumbria, LA14 1HR.
"Client"	means the company requesting the Personnel Services as detailed in the Purchase Order
"Project"	means the project that the Client is undertaking for which the Client requires a supply of contractor personnel as detailed in the Purchase Order
"Personnel Services"	means the job description or services and/or tasks to be provided by the Personnel to the Client as detailed in the Purchase Order
"Price"	means the price payable by the Client to the Company for the provision of the Personnel Services based on the Day Rate
"Day Rate"	means the day rate for the Personnel provided as detailed in the Purchase Order
"Location"	means the location where the Personnel Services are to be performed by the Personnel as detailed in the Purchase Order
"Duration"	means the duration of the Personnel Services as detailed in the Purchase Order or as agreed between the parties

1.2 These General Conditions shall apply to all Purchase Orders for the provision of the Personnel Services.

2. Personnel Services to be provided

2.1 The Company agrees to provide the Personnel Services to the Client for the Duration.

2.2 The Company shall use all reasonable endeavours to ensure that it engages only such Personnel who are suitably skilled and experienced. Unless otherwise agreed in writing, no other warranties or representations are given and any conditions or warranties implied or imposed by operation of law are hereby excluded.

2.3 Personnel supplied by the Company to provide the Personnel Services to the Client shall operate under the direction and control of the Client. The Client shall be responsible for supervision of the Personnel and providing instruction and guidance on day to day operational matters as necessary for the performance of the Personnel Services.

2.4 The Personnel will act in accordance with all reasonable instructions of the Client and the Client will be fully responsible for the safety and actions of the Personnel whilst on Location.

3. Price and Payment

3.1 The Client will pay the Company the Price for supply of the Personnel Services in accordance with the provisions of this clause 3.

3.2 The Day Rate will begin from the day that the Personnel departs for the Location and will continue until the Personnel returns to the same place of departure unless otherwise agreed in writing between the parties and included within the Purchase Order.

3.3 The Rate is based on a 12 hour work day when the Personnel is/are on Location. The Client agrees to allow sufficient time for briefing and debriefing of the Personnel and for the Personnel to

- conduct appropriate report writing and accepts that such activities will form part of the Personnel's work.
- 3.4 Payment shall be made by Client to Company within 30 days after invoice receipt. Invoices will be raised monthly or on completion of a Project as appropriate.
- 3.5 If the Client fails to make any payment of any invoice with due time then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to charge the Customer interest on any unpaid amount from the date payment is due to the date payment in full is made. Interest shall be calculated on a daily basis at the per annum rate of 2% above the base bank rate from time to time of the HSBC Bank PLC.
- 3.6 In the event of non-payment the Company reserves the right to assign the right to payment for collection by a third party ("Debt Collector"). Client will be responsible for any additional costs incurred by the Company or the Debt Collector. Notwithstanding any payments made to the Debt Collector by the Client, where the Company is left out of pocket, the Company will be entitled to treat the outstanding amount as a debt from the Client.
- 3.7 The Company is entitled, at its sole discretion, to require the Client at its cost and expense to provide the Company with a properly executed Parent Company Guarantee from an entity and in a form acceptable to the Company.
- 4. Expenses**
- 4.1 Unless expressly agreed otherwise, the Client will be responsible for arranging all travel, accommodation and other requirements for the Personnel in order to provide the Personnel Services at the Location. Where the Company is required to organise any requirements on behalf of the Client, the Client will reimburse the Company for all such disbursements and other out-of-pocket expenses (such as visas and necessary inoculations) properly incurred in performance of the Personnel Services, at cost plus 5%.
- 4.2 All such travel, subsistence and expenses will be claimed in accordance with clause 3 (Payment) above.
- 5. Hours of Work and Rest**
- 5.1 The Day Rate is based on a normal working day/shift of 12 hours. It is agreed that Personnel are expected to be flexible and work other hours as may be reasonably required to suit operational requirements. The Day Rate includes compensation for any additional hours worked. Weekends and statutory holidays are not observed as part of the Purchase Order and no additional payment will be applicable should a working day fall on a statutory holiday or a weekend unless there is an agreed uplift or further compensation for working at particular times of the year (e.g. Christmas Day or New Year's Day).
- 5.2 Subject to 5.3 below, Client will ensure that hours of work will be arranged to ensure that each Personnel receives a minimum of 10 hours rest in each 24 hour period and a minimum of 77 hours in each seven day period. This minimum period of rest will not be reduced except in an emergency.
- 5.3 Notwithstanding clause 5.2, Personnel may be required, at the discretion of the vessel master (if applicable) or such other duly authorised representative, to work additional hours during an emergency affecting the safety of any vessel or marine environment or to give assistance to others. Personnel may also be required to work or devote additional time for safety drills and training. In lieu of such, Personnel will be compensated with additional rest periods as deemed appropriate by the Client.
- 6. Taxes**
- 6.1 The Price shall be exclusive of VAT (Value Added Tax) in the UK or equivalent / similar taxes in other tax jurisdictions and all other taxes including but not limited to withholding tax or any local employment taxes. If applicable, such taxes will be charged in addition to the Price.
- 6.2 It is the Client's responsibility to advise the Company if withholding taxes or any local employment taxes will apply to the provision of the Personnel Services. If any such taxes do apply, and the Client cannot demonstrate that it informed the Company that this would be the case before the Purchase Order was entered into, the Client will be responsible for paying the Company the full Price notwithstanding the deduction or withholding of any such taxes.
- 6.3 In the event that withholding tax is applicable and the Company was not advised in advance, then the Company will make reasonable efforts to assist in the recovery of any taxes deducted.

6.4 The Company is registered for CIS gross status and as such no CIS deductions should be made by the Client subject to verification with the HMRC.

7. Replacement Personnel and Termination

7.1 Client may request replacement Personnel if the Personnel supplied: (i) fails to provide the Personnel Services with the degree of technical and professional skill anticipated by the Client acting reasonably; (ii) is guilty of a criminal act, gross default or other misconduct in performance of or in connection with the Personnel Services; or (iii) falls sick or is otherwise unable to provide the Personnel Services.

7.2 Upon request for replacement, the Company will use all reasonable endeavours to provide a replacement as soon as reasonably possible. The Client will be responsible for all replacement costs.

7.3 The Client will continue to pay the Company the Day Rate for Personnel during periods of genuine sickness, illness and injury, suffered after the date of commencing duty and where the Personnel is not guilty of a criminal act, gross default or other misconduct in performance of or in connection with the Personnel Services until the date upon which the Contractor is duly repatriated. Such payment will be on a pro-rata basis.

7.4 Either party may terminate an agreement for Personnel Services upon giving fourteen (14) days written notice to the other party. Upon termination, payment to the Company shall be dealt with in accordance with clause 3 above.

8. Personnel information

Client agrees to keep all Personnel data confidential and to store and process in compliance with the Data Protection Act 1998. Client agrees only to disclose such information as required for the purposes of the Personnel Services and where disclosure is required, to do so on the same terms as required herein.

9. Equipment

9.1 It is the responsibility of the Personnel to provide protective footwear as required to work in a workshop/offshore environment.

9.2 It is the responsibility of the Client to provide all other safety equipment, including corporate overalls, unless otherwise agreed.

10. Policies, procedures and other legal requirements

10.1 Client shall comply with all statutory legislation applicable to the Personnel Services including health and safety requirements, drug and alcohol requirements and other requirements to ensure the safety and security of Personnel.

10.2 Client must notify the Company immediately of any accident, near miss or incident involving Personnel and must follow all reporting procedures and reasonable instructions and requests from the Company in relation thereto.

11. Training and Qualification

11.1 The Company will only supply Personnel who are trained or certified as competent or otherwise qualified to perform the Personnel Services. It is the responsibility of the Client to state any such requirements prior to the Personnel Services being performed and these must be in writing.

11.2 Upon reasonable request, Company will supply evidence of qualification, training and/or experience of Personnel for checking and approval in advance of providing any Personnel Services. It is the Client's responsibility to decide whether or not the Personnel is suitably qualified to perform the Personnel Services.

12. Medical Requirements

12.1 The Company will only supply Personnel who to its best knowledge are medically fit to provide the Personnel Services.

12.2 Upon reasonable request, Company will supply medical certificate(s) to the Client for checking and approval in advance of providing any Personnel Services. It is the Client's responsibility to decide whether or not the Personnel is medically fit to perform the Personnel Services.

13. Offshore Survival Training

13.1 The Company will only supply Personnel who hold a valid offshore survival training certificates if required for the Personnel Services. It is the responsibility of the Client to state any such requirements prior to the Personnel Services being performed and these must be in writing.

13.2 Upon reasonable request, Company will supply Personnel offshore survival training certificate(s) to the Client for checking and approval in advance of providing any Personnel Services. It is the Client's responsibility to decide whether or not the Personnel has the necessary training in order to safely perform the Personnel Services.

14. Other Documentation

Upon reasonable request, Company will provide evidence of any other documentation required by the Client for performance of the Personnel Services. It is the responsibility of the Client to state any such requirements prior to the Personnel Services being performed and these must be in writing. It is the Client's responsibility to decide whether or not the Personnel has the appropriate documentation in order to perform the Personnel Services.

15. Health Protection and Welfare

15.1 Client will ensure that all Personnel whilst providing the Personnel Services:

- (a) have access to medical care and health protection (including dental care);
- (b) have the right to visit a qualified medical doctor or dentist in scheduled ports of call;
- (c) are protected from being stranded in a foreign port;
- (d) have access to and notice of an adequate complaints procedure on board any vessel;
- (e) are protected from monetary loss as a result of failure of the Client or any of its customers to comply with their legal obligations to the Personnel; and
- (f) are provided with a safe working environment, acceptable living conditions and food and drinking water, all in accordance with legal and statutory requirements

16. Repatriation

16.1 Client will be responsible for repatriation of Personnel:

- (a) upon expiry of Purchase Order whilst the Personnel is still abroad;
- (b) where a Purchase Order is terminated by the Client or Company for justified reasons; and
- (c) where any Personnel is no longer able or could not be expected to carry out their duties any longer.

17. Compliance with laws

Client shall comply with all laws and statutory requirements relating to the Personnel Services and/or the Project and will indemnify the Company against all losses which the Company may incur as a result of the Client's failure in this regard.

18. Independent Status

The parties agree that the Personnel are engaged under a contract for services between the Company and a PSC and are not employees of the Company or the Client. The Purchase Order shall therefore establish an agreement for the supply of Personnel only between the Company and Client.

19. Non-solicitation

The Client hereby agrees that, during the Duration, and for a period of twelve (12) months after expiry or termination, howsoever caused, it, nor any of its affiliated companies, will make any offer, solicit, employ or otherwise engage any Personnel engaged in the performance of the Personnel Services, without obtaining the Company's prior agreement in writing. For each Personnel employed or engaged by the Client or any of its affiliated companies without such consent, a "finder's fee" of twenty (20) percent of the Personnel's starting salary or two (2) months Day Rate charges, whichever is the greater, shall be payable to the Company.

20. Indemnity and Limitation of Liability

20.1 Neither the Company nor any of its officers, agents and employees shall be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with the introduction or supply of Personnel to the

- Client or with any failure by the Company to introduce or supply Personnel for all or part of a Purchase Order and, in particular without limitation to the foregoing generality, any loss, injury, damage, expense or delay arising from or in any way connected with:
- 20.1.1 failure of the Personnel to meet the requirements of the Client for all or any of the Personnel Services for which they were required by the Client;
 - 20.1.2 any act or omission of Personnel whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;
 - 20.1.3 any loss, injury, damage expense or delay incurred or suffered by Personnel; and
 - 20.1.4 any claim by or on behalf of any individual that there exists during the Purchase Order a contract of employment between the Client and any Personnel,
- 20.2 The Client hereby undertakes to indemnify the Company in respect of all and any liability of the Company for:
- 20.2.1 any loss, cost, injury, damage, expense or delay suffered or incurred by Personnel howsoever caused;
 - 20.2.2 any loss, cost, injury, damage, expense or delay suffered or incurred by anyone arising directly or indirectly from or in any way connected with the acts and/or omissions of the Personnel whether wilful, reckless, fraudulent, negligent, dishonest or otherwise;
 - 20.2.3 any loss, cost, injury, damage, expense or delay suffered or incurred by the Company as a result of any act or omission of the Client;
 - 20.2.4 any loss, cost, injury, damage, expense or delay suffered or incurred by anyone arising directly or indirectly from Discrimination Legislation; and
 - 20.2.5 any claim by the Personnel under Discrimination Legislation;
- provided that this indemnity is given only in respect of any such loss, injury, damage, expense or delay caused during or arising directly out of or in any way connected with the Purchase Order.
- For the purposes of this Clause the meaning of Discrimination Legislation includes but is not limited to the Equal Pay Act 1970, The Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Age) Regulations 2006 and the Equality Act 2010, as the same may be in force from time to time and any re-enactment or amendment thereof.
- 20.3 Notwithstanding any provision to the contrary, neither party shall bear any liability to the other in respect of the other party's Consequential Losses arising out of or in connection with any Purchase Order. Each party shall indemnify and hold the other party harmless from all such losses. For the purpose of this clause, Consequential Loss shall mean:
- 20.3.1
 - (a) loss of profit;
 - (b) loss of sales or revenue;
 - (c) loss of use;
 - (d) loss of contracts or downtime costs;
 - (e) loss and/or deferral of production;
 - (f) cost of capital;
 - (g) loss of opportunity; and
 - (h) loss of goodwill or reputation whether direct or indirect;
 - 20.3.2 whether or not included in 20.3.1 above, any consequential, incidental or indirect loss or damage or special losses; and
 - 20.3.3 in both cases whether or not foreseeable at the date of execution of the Purchase Order.
- 20.4 Subject to 20.5, the Company's total liability for all claims in contract, warranty, tort (including negligence) or otherwise arising out of the Personnel Services will be limited to the Price of each Purchase Order.
- 20.5 Nothing shall limit or exclude the Company's liability for fraud or for death or personal injury arising as a result of its negligence.
- 20.6 The Client acknowledges and agrees that the limitations and exclusions of the obligations and liabilities of the Company set out in these General Conditions are reasonable and are reflected in the fee element payable to the Company within the Day Rate and shall accept the risk or insure accordingly.
- 20.7 The provisions of this clause 20 shall survive termination of the Purchase Order.

- 21. Insurance**
Both the Client and the Company shall maintain adequate insurance policies to cover their respective responsibilities under these General Conditions or any Purchase Order,
- 22. Assignment**
Neither party shall assign or transfer any of its rights or obligations under any Purchase Order without the prior written consent of the other party.
- 23. Variations**
Any amendment or variation to these General Conditions or any Purchase Order must be agreed by both parties in writing.
- 24. Severance**
If any provision of these General Conditions or any Purchase Order is held to be invalid or unenforceable, then such provision shall be modified to the extent necessary to make it valid, legal and enforceable whilst preserving the intent of the parties. All other provisions shall remain fully valid and enforceable.
- 25. Entire Agreement**
Each Purchase Order (including the documents referred to therein) constitutes the entire agreement between the parties in relation to the subject matter thereof.
- 26. Business Ethics**
Both parties shall uphold the highest standards of business ethics in their dealings in the performance of the Purchase Order to fully comply with all applicable legislation in force. Including with all applicable laws, regulations, codes and guidance relating to anti bribery and anti corruption, including but not limited to the Bribery Act 2010.
- 27. Law and jurisdiction**
- 27.1 The Purchase Order, these General Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Laws of England.
- 27.2 Any dispute that cannot be settled amicably between the parties shall be subject to the exclusive jurisdiction of the English courts.