

Terms of Engagement for Sub-Contractors

A1 TRAFFIC SAFETY

"Nationwide Traffic Management Specialist"

These terms of engagement ("the Terms") form a contract for services and set out the entire agreement between you and A1 Traffic Safety Ltd, (with the exception of, details of the rate of any Assignment).

No variation to the terms shall binding upon A1 Traffic Safety Ltd unless the variation is in writing and signed by the director of A1 Traffic Safety Ltd. In the terms, references to the singular include the plural (and vice versa) and the following apply: -

- i. "Client" means any persons, firm, company or requiring the services of a worker from A1 Traffic Safety Ltd.
- ii. "Assignment" means any activity in the United Kingdom for which a Client seeks the services of a worker from A1 Traffic Safety Ltd.
- iii. "Rate" means your hourly rate of pay from A1 Traffic Safety Ltd in respect of an Assignment.

A1 Traffic Safety Ltd operates as an employment business supplying temporary workers to Clients. You wish to be provided with paid Assignments including work which falls within the category specified above. A1 Traffic Safety Ltd will not charge you a fee for finding Assignments. A1 Traffic Safety will endeavor to find suitable Assignments for you with Clients in accordance with and subject to these terms. You are not obliged to accept any Assignment offered to you by A1 Traffic Safety Ltd. Either you or A1 Traffic Safety Ltd may terminate the contract between us at any time.

The relationship between A1 Traffic Safety Ltd and you shall not be one of employment. A1 Traffic Safety shall have no obligation to provide any minimum period of Assignment or any minimum number of Assignments to you. It shall be entirely within the discretion of A1 Traffic Safety Ltd to determine whether you are suitable for any particular assignment and whether you are more suitable than any other worker from with whom A1 Traffic Safety Ltd has an agreement. A1 Traffic Safety Ltd shall also be entitled to review your suitability (as against the requirements of any Assignment and as against other workers) from time to time including during an Assignment.

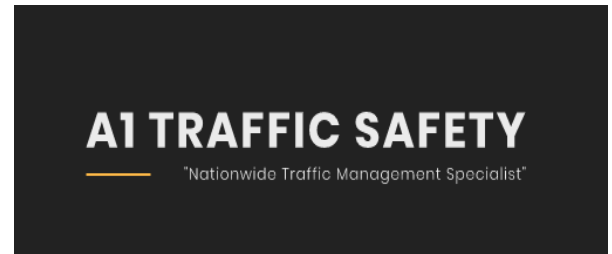
A1 Traffic Safety Ltd shall explain the rate to you at the start of any particular Assignment. You shall be paid weekly in arrears at the rate for hours worked during an Assignment. Unless provided by these terms of UK legislation you are not entitled to payment: (a) in respect of pension; or (b) for time not spent on an Assignment whether as a result of illness, holidays (including public holidays) of any other reason.

It shall be your responsibility to deliver A1 Traffic Safety Ltd proof of any hours worked by you. The proof may be a signed timesheet by the Client or any other form of proof acceptable to A1 Traffic Safety Ltd.

Delivery of the proof must occur, at the latest, by Monday of the week immediately following the week when time is worked. The business will pay the temporary worker in respect of work done by him/her, whether or not it is paid by the hirer in respect of the work.

If being a sub-contractor as prescribed in the relevant legislation (or tax exemption certificate where appropriate). In the event that you claim emoluments from A1 Traffic Safety Ltd without any or all such deductions in accordance with relevant legislation, you will indemnify both A1 Traffic Safety and each effected client against all and any cost to or any claim assessments, demands etc., which may be made on or against any or all to of them in respect of income tax, corporation tax, advance corporation tax, value added tax national insurance contributions and all and any other taxes and revenues which may be payable by you as a result of an assignment

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Unless specifically agreed in writing with A1 Traffic Safety in advance of an assignment, neither A1 Traffic Safety Ltd nor the client shall be responsible for: (a) any arrangement for or cost of travel or accommodation for you, in connection with assignment: (b) the reimbursement of the expense incurred by you in connection with the assignment.

While engaged on any assignment, you must:

A, co-operate with the client and its employees and each other workers and accept the direction and supervision and instruction of any responsible person in the client's organization.

B, observe any rules and regulations of the client's workplace to which your attention has been drawn or which you might reasonably be expected to anticipate or find out.

C, confirm to the normal hours of work to the client's workplace (unless arrangements have been made in advance to the contrary of both A1 Traffic Safety Ltd and the client).

D, take all reasonable steps when working for the client to safeguard your own safety and the safety of others who may be present or affected by your actions during the assignment and comply with health and safety policy of the client.

E, not engaged in any conduct detrimental to the interest of the client.

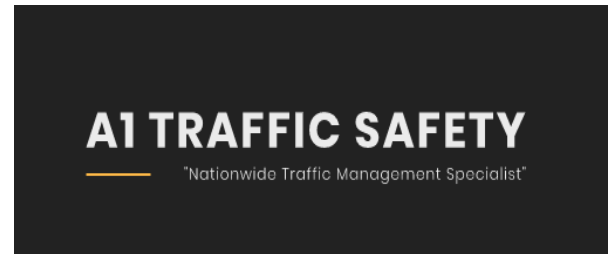
During the assignment you shall be under the direction and control of the client from the time you report at the start of any assignment until its conclusion. You understand in acceptance an assignment under these terms that A1 Traffic Safety Ltd will provide pay in accordance with the terms but that A1 Traffic Safety Ltd has no obligations to provide insurance in respect of neither the assignment, nor any workplace supervision, in connection with it. You will indemnify A1 Traffic Safety Ltd and their clients and keep the indemnified against the cost and financial consequences of, and occasioned by, any and all claims A1 Traffic Safety Ltd arising out of any act of omission by you in connection with an assignment.

The client shall be responsible for all acts, errors and omissions on your part, whether willful, neglect or otherwise, as though you were an employee of the clients, and the client will in relation to you in all respects comply with statutes, bye-laws, codes of practice and legal requirements to which the Clients is ordinarily subject in respect of the Clients' own employees including, in particular, the provision of adequate Employer's and Public Liability insurance cover.

You shall not use any motor vehicle or any mechanized equipment in connection with any Assignment unless proper insurance cover is in force for such use. You shall indemnify and keep indemnified A1 Traffic Safety Ltd against loss or liability incurred directly or indirectly by A1 Traffic Safety Ltd arising out of such use.

You shall provide all tools and equipment necessary for the Assignment. If, as a matter of convenience, you are provided with any tools or equipment by A1 Traffic Safety or a Client, for the purpose of an Assignment, you shall be responsible for the security and condition of such tools or equipment if and to an extent that any tools or equipment are damaged or lost while in your care. You will be responsible for the cost of any necessary repairs or replacement. You will pay to A1 Traffic Safety Ltd the cost of repair or replacement where the tools and/or equipment belong to A1 Traffic Safety Ltd and you will pay A1 Traffic Safety Ltd an amount equivalent to any charge made to A1 Traffic Safety Ltd by the Client on account of such loss or damage where tools and/or equipment belong to the Client. A1 Traffic Safety Ltd may if it wishes to obtain part or all of such payment by making deductions from pay to you under the terms.

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Depending on the amount of time worked on an Assignment on any day, you are entitled to a rest break from work. The Client and not A1 Traffic Safety will be in control of working arrangements on an Assignment. A1 Traffic Safety Ltd therefore expects the Client to provide appropriate rest breaks. If you consider that appropriate rest breaks are not being provided, you should raise this matter with A1 Traffic Safety Ltd promptly.

Sometimes you may be classed as a night worker. If you are in any doubts as to your status, you should ask your contact at A1 Traffic Safety Ltd. If you are a night worker, you should fill out a health screening questionnaire. You can get a copy of it from your company contact. If your health changes after you have filled out a questionnaire, you should ask for, and fill out a further questionnaire.

If for any reason the Client changes your working hours (whether by duration or timing) or the nature of your duties, you must inform A1 Traffic Safety Ltd immediately.

If during any week of an Assignment, you are doing work (or receiving work related training) for any person, firm, company or organization other than A1 Traffic Safety Ltd, you must inform A1 Traffic Safety Ltd of the nature of the work or training and of its duration in the relevant week.

You will be subject to Random and With Cause drug and alcohol testing carried out by a competent person nominated by A1 Traffic Safety Ltd. Failure to comply with the request will be treated as a failure. All Failures will be subject to A1 Traffic Safety Ltd policy and may be removed from service.

Any Neglect or willful damage of equipment or vehicles will be charged back to the assignee or Monies held from invoice payments back to the assignee.

You will not at any time divulge to any person, or use for your own or any other person's benefit, any confidential information in relation to the Client or A1 Traffic Safety Ltd or in relation to any of their employees, business affairs, transactions or finances which you may acquire during the currency of your agreement with A1 Traffic Safety Ltd under the terms.

We will collect and process personal data from you, which may include sensitive personal data, for the purpose of carrying out our business supplying temporary workers to clients and in order to find you a suitable assignment. We may also collect personal data about you from third parties, such as referees and third party agencies, in order to verify information such as professional qualifications and education background. We may disclose personal data to clients for the purposes of an assignment or potential assignment. You hereby consent to us collecting and processing your personal data and disclosing this information to clients and other relevant third parties for the purposes outlined above. If you terminate this contract or enter into new terms of engagement with a different organization, in circumstances where you continue to work for the same client, we may disclose your personal information to the new organization at the client's request.

Associated companies of A1 Traffic Safety Ltd who will have the benefit of, and may enforce the terms, the parties do not intend any of the terms to be enforced by any other party pursuant to the contracts (Rights of Third Parties) Act 1999.

This agreement between A1 Traffic Safety Ltd shall be subject to and interpreted in accordance with English law and company you submit to the exclusive jurisdiction of the Courts of England.

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I understand and agree to the above Terms.

Print Name:

Sign Name:

Date: