

AGREEMENT FOR PROVISION OF PERSONNEL SERVICES

BETWEEN

(INSERT REGISTERED COMPANY NAME)

AND

PHAROS OFFSHORE GROUP LIMITED

(Hereinafter referred to as the “Supplier”)

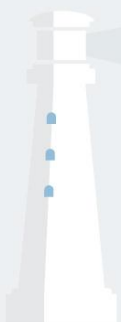
1. Subject of Agreement

The Company engages the Supplier to provide the services of specialist personnel (hereinafter referred to as the “Contractor”) at rates specified in the Company’s Purchase Order which will be issued on each occasion the services are required. The work locations will be designated on the Company’s Purchase Order. If the Supplier chooses to accept and provide the services it will sign and return the said purchase order.

2. Commencement, Duration and Termination

The Agreement shall commence on the last date of signature hereto and shall continue thereafter until terminated in accordance with any of the provisions outlined below:-

- a. By mutual agreement reached between both Parties to do so;
- b. Upon immediate notice from one Party to the other, where the other Party is in breach of this Agreement;
- c. By either Party giving one week’s prior written notice.



✉ info@pharos-offshore.com
☎ +44 (0)1242 574041

📍 Pharos Offshore Group
35 St Georges Road
Cheltenham
GL50 3DU

www.pharosoffshoregroup.com

Termination shall occur without prejudice to any rights or remedies accrued by either Party prior to the date of such termination.

3. National Insurance Contributions, Payroll Taxes and VAT

The Supplier will be responsible for all National Insurance and PAYE deductions and their correct payment to the Collector of Taxes. The Supplier indemnifies the Company from any liability to National Insurance, Corporate Taxes or Personal Taxes incurred by the Supplier as a result of the provision of services to the Company under this Agreement. Upon request, the Supplier shall produce for the Company's records:-

- a copy of Supplier's Certificate of Incorporation in the UK;
- name and address of Tax District handling Supplier's corporate tax affairs;
- Supplier's PAYE reference number;
- copies of Supplier's Public Liability and Employers Liability Insurance Certificates;
- a copy of Supplier's VAT Registration Certificate (if applicable).

4. Terms of Payment

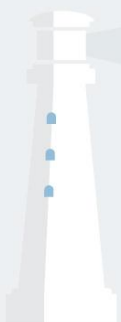
Fees paid to the Supplier in consideration of services of each Contractor shall be as stipulated on the Company's Purchase Order.

Payment shall be effected by Company to Supplier within 30 days after invoice receipt. Invoices are to be sent at the end of each calendar month insofar as any services have been performed during the month.

The invoice should cover only the services of the Contractor specified in the Purchase Order to which it refers and must be accompanied by a timesheet approved by the Company's Project Manager/Department Head. The Purchase Order Number must be clearly shown on the invoice.

5. Travel, Subsistence and Out-of-Pocket Expenses

The Company shall reimburse the Supplier for all reasonable travel, subsistence and other out-of-pocket expenses (such as visas and necessary inoculations) properly incurred by the Contractor in performance of this Agreement at the rate of cost plus 10%.



✉ info@pharos-offshore.com
☎ +44 (0)1242 574041

📍 Pharos Offshore Group
35 St Georges Road
Cheltenham
GL50 3DU

www.pharosoffshoregroup.com

6. Equipment

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

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

7. Confidentiality of Information

All technical and commercial information and data which comes into the possession of the Contractor, or to which the Contractor is exposed during or as a result of this Agreement shall be treated as strictly confidential and not divulged to any third party without the written authority of the Company. All such data must not be removed from Company's premises or from the designated work location without the Company's approval.

8. Intellectual Property

All Intellectual Property Rights (IPR) arising out of the performance of this Agreement shall be vested in the Company. The Contractor shall make no copies of any material, information or data in connection with this Agreement; by any means or for any purpose whatsoever, without obtaining the prior written consent of the Company.

9. Supplier's Staff

The Supplier shall use best endeavours to ensure that it engages only such personnel who are suitably skilled and experienced.

All work carried out by the Contractor shall conform to the best industry standards and shall meet any specifications or standards issued to the Contractor by the Company.

In the event that the Contractor is unable to perform the duties allocated to him in a competent manner, the Company may terminate the engagement immediately, always assuming that the assigned duties are not more onerous than would normally be expected of a person of that discipline.

10. Representation of Company Interests

The Contactor must at all times act in the best interests of the Company



✉ info@pharos-offshore.com
☎ +44 (0)1242 574041

📍 Pharos Offshore Group
35 St Georges Road
Cheltenham
GL50 3DU

www.pharosoffshoregroup.com

11. Reporting, Briefing

The Supplier and the Company shall agree sufficient time to allow for briefing and debriefing of the Contractor and for the Contractor to conduct appropriate report writing. Such time will be charged at the Offshore rates specified within the Purchase Order.

12. Health and Safety

The Contractor shall comply with the Company's Health and Safety rules as appropriate, subject to suitable induction and instruction from the Company.

13. Quality Statement

The Contractor shall, at all times, operate within the parameters of the Company's Quality Assurance System, subject to suitable induction and instruction from the Company.

14. Offshore Survival Certification

Where applicable, it is the responsibility of the Supplier to ensure that the Contractor, if required to work offshore by the Company, is in possession of a valid approved Offshore Medical Certificate.

15. Offshore Survival Certification

Where applicable, it is the responsibility of the Supplier to ensure that the Contractor, if required to work offshore by the Company, is in possession of valid approved Survival Certification.

The Contractor must hold valid certification of having undertaken an approved Offshore Survival Training Course.

The Company will have the right to decline the supply of services if a Contractor is unable or unwilling to comply with Survival Certification requirements.

16. Independent Status

This Agreement shall at no time be construed as stabling an employer-employee relationship between the Company and Contractor but is a Personnel Services Agreement only, between Company and Supplier in respect of the services outlined in the Company's Purchase Order.

17. Indemnity

The Supplier (or any Contractor) shall accept no liability whatsoever in respect of any loss or damage to the Company's property or injury or death to the Company's employees, nominated representatives, agents, visitors or subcontractors arising from or in connection with this Agreement



✉ info@pharos-offshore.com
☎ +44 (0)1242 574041

📍 Pharos Offshore Group
35 St Georges Road
Cheltenham
GL50 3DU

www.pharosoffshoregroup.com

except to the extent that such loss, damage, injury or death is due to the negligence of the Supplier (or any Contractor).

The Company shall accept no liability whatsoever in respect of any loss or damage to the Supplier's or the Contractor's property or injury or death to the Supplier's personnel or the Contractor arising from or in connection with this Agreement except to the extent that such loss, damage, injury or death is due to the negligence of the Company.

Notwithstanding any provision to the contrary contained within this Agreement neither the Supplier nor the Company shall bear any liability to the other in respect of the other party's consequential losses arising out of or in connection with the performance of this Agreement.

For the purpose of this clause, consequential loss shall mean:-

- a) consequential loss under applicable law; and
- b) loss and/or deferral of production, loss of product , loss of use and loss of revenue,
- c) profit or anticipated profit (if any) and in any event whether direct or indirect;
- d) whether or not foreseeable at the date of execution of this Agreement.

18. Insurance

Both the Supplier and the Company shall maintain adequate insurance policies to cover their respective responsibilities under this Agreement.

19. Governing Law and Interpretation

This Agreement shall be governed by and shall be interpreted according to English Law and will be subject to the exclusive jurisdiction of the English Courts.

Signed for and behalf of the Supplier

Signed on behalf of the Company

Signature
Name
Date

Signature
Name
Date

