

## Standard Terms and Conditions for Oil Consultants Limited

These terms and conditions apply to any assignment carried out for Oil Consultants Ltd whose registered office is at Parsons House Parsons Road Washington NE37 1EZ England (**OCL**). These terms and conditions are dated January 2012 and supersede and replace any and all previous versions of OCL's terms and conditions. In so far as they are capable of application these terms apply to individual contractors and any company for which an individual contractor works (collectively **Contractor**) and references to Contractor throughout these terms and conditions apply accordingly.

Please read these terms and conditions carefully before agreeing to carry out an assignment for OCL. The Contractor should understand that by registering with OCL, the Contractor agrees to be bound by these terms and conditions. The Contractor should print a copy of these terms and conditions for future reference.

Please complete the confirmation form to accept these terms and conditions on the Contractor's own behalf and on behalf of any company for which the Contractor will be working on an assignment. Please return this completed form to your primary contact at Oil Consultants. Please understand that if a Contractor refuses to accept these terms and conditions, the Contractor will not be able to undertake an assignment for OCL.

### 1. SERVICES

- 1.1 OCL shall provide the Contractor with details of each assignment by sending the Contractor a notice in the form set out in Schedule 1 (**Assignment Letter**).
- 1.2 If the Contractor is unable to accept an assignment due to illness or injury the Contractor shall notify OCL as soon as reasonably practicable.
- 1.3 With OCL's prior written approval subject to the following provisos, the Contractor may appoint a suitably qualified substitute to carry out the assignment on the Contractor's behalf, provided that the Contractor gives OCL 14 days' notice and that the substitute enters into such undertakings with OCL as it may require, including with regard to confidentiality. OCL will continue to pay the Contractor's fee as provided in the Assignment Letter and the Contractor shall be responsible for the remuneration of (and any expenses incurred by) the substitute. For the avoidance of doubt, the Contractor will not be paid for any period during which neither the Contractor nor any substitute is carrying out the assignment.
- 1.4 During an assignment the Contractor shall ensure that the Contractor is available at all times on reasonable notice to provide such assistance or information as OCL may require.

- 1.5 The Contractor must comply with and ensure that persons engaged or employed by the Contractor comply with the Code of Conduct for Consultants at Schedule 2.
- 1.6 The Contractor has no authority (and shall not hold out as having any authority) to bind OCL, unless OCL has specifically permitted this in writing.
- 1.7 By accepting an assignment the Contractor warrants on behalf of the Contractor and any person supplied to fulfil the position specified in the Assignment Letter to comply with the following conditions:
  - (a) all claims to licences, certificates and diplomas are correct and accurate.
  - (b) the Contractor and any other person supplied are qualified by education and experience to competently fulfil the duties required
  - (c) the Contractor and any other person supplied are medically fit, hold a valid medical examination certificate and are physically able to fulfil the duties required of the specific job role.
- 1.8 Failure to comply with the Bribery Act 2010 will be a fundamental breach of any contract with OCL and will entitle OCL to terminate the contract without notice.

## **2. FEES AND EXPENSES**

- 2.1 OCL shall pay the Contractor a daily or hourly rate as specified in the Assignment Letter.
- 2.2 Payment will be made for an assignment against submitted invoices based on the days signed for on a timesheet by the client representative.
- 2.3 Invoices shall be submitted at the end of each calendar month or at the end of each work period, whichever is sooner. Payment will be made 30 days after the receipt, at OCL's offices of a completed Service Report which contains all of the following original items together with the invoice:
  - (a) Signed timesheet;
  - (b) Signed Appraisal;
  - (c) Signed OCL Expenses Claim Form together with receipts (if applicable).
- 2.4 All financial bank transfer fees will be at the Contractor's expense.

### 3. OTHER ACTIVITIES

The Contractor may be engaged, employed or concerned in any other business, trade, profession or other activity which does not create a conflict of interest with OCL. However, the Contractor may not be involved in any capacity with a business which does or could compete with the business of OCL without the prior written consent of OCL.

### 4. CONFIDENTIAL INFORMATION AND COMPANY PROPERTY

4.1 Confidential information about the business or affairs of OCL or any of its business contacts, or about any other confidential matters which may come to the Contractor's knowledge in the course of an assignment must not be disclosed to any other person. For the purposes of this clause 4, **confidential information** means any information or matter which is not in the public domain and which relates to the affairs of OCL or any of its business contacts. This duty of confidentiality shall continue after the assignment has completed.

4.2 The restriction in clause 4.1 does not apply to:

- (a) any use or disclosure authorised by OCL or as required by law; or
- (b) any information which is already in, or comes into, the public domain otherwise than through the Contractor's unauthorised disclosure.

4.3 All documents, manuals, hardware and software provided for use during assignments by OCL, and any data or documents (including copies) produced, maintained or stored on OCL's computer systems or other electronic equipment (including mobile phones if provided by OCL), remain the property of OCL and must be returned to OCL as it directs.

### 5. DATA PROTECTION

5.1 The Contractor consents to OCL holding and processing data for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" as defined in the Data Protection Act 1998 relating to the Contractor and any individual supplied by the Contractor including, as appropriate:

- (a) information about physical or mental health or conditions in order to monitor sick leave and take decisions as to the Contractor's fitness for work;
- (b) racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation;

(c) information relating to any criminal proceedings in which the Contractor has been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties;

5.2 The Contractor consents to OCL making such information available to those who provide products or services to OCL (such as advisers), regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of OCL or any part of its business.

5.3 The Contractor consents to the transfer of such information to OCL's business contacts outside the European Economic Area in order to further its business interests.

## **6. INTELLECTUAL PROPERTY**

6.1 The Contractor, any individual supplied by the Contractor and any company for which the Contractor works during an assignment hereby assign to OCL all existing and future intellectual property rights (including, without limitation, patents, copyright and related rights) and inventions arising from an assignment for OCL. The Contractor agrees promptly to execute all documents and do all acts as may, in the opinion of OCL, be necessary to give effect to this clause 6.

6.2 The Contractor hereby irrevocably waives all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which the Contractor has, may have or will have in any existing or future works.

## **7. INSURANCE AND LIABILITY**

It is expressly agreed that the Contractor will not hold OCL liable for any losses, costs, expenses, actions, demands, claims, compensation or liabilities which the Contractor during an assignment, or persons engaged or employed by the Contractor and any company for which the Contractor works during an assignment or any third parties shall suffer, incur, or have made against them as a result of their participation in or related in any way to the provision of services for an assignment and the Contractor agrees to personally and professionally indemnify OCL and hold it harmless from any such losses, costs, expenses, actions, demands, claims, compensation or liabilities which arise from the Contractor's actions or persons engaged or employed by the Contractor. Without in any way restricting or reducing the application of this clause and the indemnities given in it by the Contractor and any company for which the Contractor works during an assignment it is further explicitly agreed that the losses, costs, expenses, actions, demands, claims, compensation or liabilities referred to shall include legal costs and any losses, costs, expenses, actions, demands, claims, compensation or liabilities which arise from or are related in any way to death, injury or disease whether suffered by the

Contractor and any company for which the Contractor works during an assignment, persons engaged or employed by the Contractor and any company for which the Contractor works during an assignment or by third parties.

## **8. TERMINATION**

8.1 The Contractor or OCL may terminate an assignment by either party giving to the other not less than 30 calendar days' prior written notice.

8.2 OCL may at any time terminate any assignment the Contractor, and any company for which the Contractor works during an assignment, with immediate effect with no liability to make any further payment to the Contractor (other than in respect of any accrued fees or expenses at the date of termination) if:

- (a) the Contractor and/or any individual supplied by the Contractor during an assignment is in material breach of any of the Contractor's obligations under this agreement; or
- (b) other than as a result of illness or accident, after notice in writing, the Contractor and/or any individual supplied by the Contractor wilfully neglects to provide or fails to remedy any default in the assignment.

Any delay by OCL in exercising its rights to terminate shall not constitute a waiver of those rights.

## **9. OBLIGATIONS ON TERMINATION**

Any Company property in the possession of the Contractor and any original or copy documents obtained by the Contractor in the course of an assignment shall be returned to OCL at any time on request and in any event before the termination of this agreement. The Contractor also undertakes to irretrievably delete any information relating to the business of OCL stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in the Contractor's possession or under the Contractor's control outside the premises of OCL.

## **10. STATUS**

10.1 If engaged to carry out any assignment the Contractor will do so as an independent contractor and nothing in these terms and conditions or those in the Assignment Letter shall render the Contractor an employee, worker, agent or partner of OCL and the Contractor shall not hold out as such.

- 10.2 The Contractor shall be fully responsible for and indemnify OCL against any liability, assessment or claim for:
- (a) taxation whatsoever arising from or made in connection with carrying out an assignment, where such recovery is not prohibited by law;
  - (b) any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Contractor or any substitute against OCL arising out of or in connection with an assignment.

OCL may deduct any sums that the Contractor owes to OCL from any payment due to the Contractor.

## **11. VARIATION AND THIRD PARTY RIGHTS**

- 11.1 OCL reserves the right to revise and amend these terms and conditions from time to time.
- 11.2 Other than as explicitly agreed in these terms and conditions, the Contracts (Rights of Third Parties) Act 1999 shall not apply to any agreement which incorporates these terms and conditions and no person or party other than the Contractor and OCL shall have any rights under them. These terms or any of them may be varied, amended or modified by OCL at any time.

## **12. GOVERNING LAW AND JURISDICTION**

- 12.1 Any agreement entered into pursuant to these terms and conditions and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with English law.
- 12.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of any agreement which incorporates these terms and conditions.

## SCHEDULE 1: Assignment Letter

[CONTRACTOR'S NAME]  
[CONTRACTOR'S ADDRESS]  
**(Contractor)**

[DATE]

Dear [NAME OF CONTRACTOR or INDIVIDUAL SUPPLIED BY CONTRACTOR]

I write to confirm the terms of the offer of Oil Consultants Limited (**Company**) to engage the Contractor to carry out the assignment specified below on the terms set out in this letter (**Assignment Letter**) and in the Company's terms and conditions dated January 2012 which are attached to this letter and which are available on the Company's website. Acceptance of this assignment shall constitute acceptance of these terms as well as those additional terms detailed below.

Specifications of the Assignment

Date of Assignment: **xxx**

The Place of work is: **xxx**

The Client Company is: **xxx (Client)**

Type of Services: **xxx**

The person assigned to this job shall be: **xxx**

The Fees payable shall be: **ONSHORE: xxx OFFSHORE: xxx**

Should the job specified above be changed by the client to a higher technical level, the Company must be informed as soon as possible by the Contractor in order for a new day-rate to apply.

If the Contractor withdraws from this assignment without the Company's consent the contractor agrees that the Contractor will pay the Company for any expenses the Company has incurred (**Expenses**). The Expenses shall become immediately repayable to the Company and shall be recoverable by the Company as a debt.

Additional Assignment terms:

1. The Contractor or any other person engaged or employed by the Contractor who is named in this assignment may not work directly for the Client of the Company named in this assignment within 180 days of the last day worked under a Company Agreement without the prior written consent of the Company.
2. Should the Contractor work directly for the Client named in this assignment, an introduction commission of 15% of the total fees charged to the Client by the Contractor shall be immediately payable to the Company. This clause shall survive termination of any agreement between the Company and the Contractor.
3. Any request or proposal from the Client to the Contractor by way of an offer of employment or contract for services that is made within 180 days of the last day worked under this assignment for shall be reported to the Contractor immediately. This clause shall survive termination of any Agreement between the Company and the Contractor.

Please acknowledge receipt acceptance of the terms specified in this Assignment Letter by signing, dating and returning the enclosed copy by post or email. Should the Contractor for any reason fail to return a signed copy of this Assignment Letter, then any continued performance by the Contractor or any other person engaged or employed by the Contractor, shall be deemed to be the Contractor's acceptance in full of the terms set out above.

Yours sincerely

.....  
[NAME]  
For and on behalf of Oil Consultants Limited  
Email:

I hereby acknowledge receipt and accept the contents of this letter.

Signed..... Date.....  
For and on behalf of the Contractor

**This Agreement incorporates the Company's standard terms and conditions dated January 2012, which can be found at <http://oc99.com>**