**Date**

**Assignment Contract**

We are pleased to offer you a temporary position as a [Job Title] with the Client as set out below.

**Company** Means LA Recruitment having a place of business at Office 1, 45th Floor, Palm Tower B, West Bay, Doha, Qatar

**Contractor** Means the temporary worker [Contractor]

**Services** Means working as a [Job Title] for the Client.

**Client** Means [Client]

**Client Representative** Means [Client Contact] and/or any other individual having authority to give instruction and/or authorize timesheets and/or expenses.

**Work Location** Means Ras Laffan, Qatar and the location(s) designated by Client and/or Company where the Assignment shall be performed.

**Commencement Date** Shall be [Date]

**Estimated Completion Date** Shall be [Date] or such other date as may be agreed from time to time between the parties as the date of completion of the Assignment.

**Work Schedule** (…) hours per day / (…) days per week or at such times to be confirmed by the Client Representative. The Contractor will begin at such times as instructed by the Client Representative.

**Probationary Period** A probationary period of three months applies during which time the Contractor’s conduct will be carefully appraised and monitored. The Company reserves the right to terminate this Assignment Contract at any time on written notice during the probationary period. The Contractor must give 30 calendar days written notice to terminate this Assignment Contract during the probationary period.

**Notice Period** Following the probationary period the Contractor shall give 30 calendar days’ notice to terminate the Assignment Contract at any time except in the 30 days prior to the Estimated Completion Date.

**Base Rate** Means **$(…)** per day / per month

Payment will only be made for authorized days worked – This Base Rate is all inclusive and will cover public holidays, annual leave, sick leave and any associated expense relevant to your living costs and conditions during the dates Contractor is providing “Services” under this Assignment Contract. Payment shall not be made for days not worked.

**Allowances** Allowances are included in above mentioned All Inclusive Base Rate.

**Rotation / Leave** No Specific rotational cycle will apply to this assignment. Leave will be taken as and when agreed with immediate line manager. As the rate is all inclusive, there is no provision for paid leave of any form in this Assignment Contract. Unpaid leave should be applied for with adequate notice with the Client in writing.

**Medical Insurance** Local Hamad Medical Cover can be provided at Contractor request to Company. / LA Recruitment to provide private healthcare with Now Health.

**Overtime** The Rate is a day rate and it shall include all hours worked regardless of the number of hours worked in the day, whether or not the Contractor works any overtime hours in excess of the Work Schedule.

**End of Service Gratuity** End of Service Gratuity otherwise known as ESB, ESoB or End of Service Benefit is included in the base rate, no ESB payment to be due at the end of this contract.

**Timesheet Procedure** Timesheets must contain Contractor’s name, period of time relevant to the timesheet, project name and associated charge codes, printed name of an authorized Client Representative and the signature of an authorized Client Representative. The signed / authorized timesheet should be submitted to our UK office, together with a completed invoice detailing each item charged for. All invoices should be with us by 10am Tuesday morning following the end of the month. Invoices received after Tuesday morning will be processes the following week. Payment will be made by BACS transfer to your nominated bank account within 5 working days of the cut-off date.

**Tax** The Company shall, where it is required to do so, deduct tax in accordance with country of work locations law and regulations from the rate paid to the Contractor to cover any projected personal tax (es) for the Services. This amount will be passed on by the Company to the appropriate local tax authorities in the country of work location. This is subject to change in accordance with government legislation.

Where the Company is not required to deduct tax, the Contractor is responsible for paying all required taxes and for all returns and reconciliations required by the relevant authorities. The Company shall in no way be responsible for any national insurance or tax liability of the Contractor and the Contractor shall indemnify the Company in respect of a claim in this regard.

The Contractor shall give all reasonable assistance to the Company in relation to any application from exemption from income tax social security or other tax.

**Public Holidays** The Contractor will not be paid for hours worked on public holidays, unless worked in accordance with written approval given in advance by the Client. Any claims must be evidenced by Authorised Timesheets, and in such circumstances the Base Rate shall been agreed between all parties.

**Local Agreement:** The parties acknowledge and agree that, due to the location country law and practice requirements, the Contractor and the Company may enter into a local language summarized local agreement so that both may apply for and obtain a location country work visa if required. The parties further acknowledge and agree that the provisions of this Assignment Contract shall prevail over the provisions of such local agreement in any circumstances.

**Terms and Conditions**

**Termination**

**1)** Either the Company or the Contractor may terminate this Assignment Contract by;

**a)** Giving the other notice of not less than the Notice Period. In the case of notice from the Contractor to the Company the notice must be in writing. The Company may elect to either;

**i)** Require the Contractor to perform the Services during all, or part of the Notice Period; or

**ii)** Pay the Contractor in lieu of all or part of the Notice Period; or

**iii)** Not make any payment to the Contractor if no Services are provided during the Notice period.

**b)** If the Contractor does not provide the required Notice Period, the Company shall be entitled to withhold from any final payment owed to the Contractor, an amount equivalent to the value of the Notice Period.

For the avoidance of doubt, any payment in lieu of the Notice Period shall only be in respect of actual days the Contractor would normally have been expected to have worked during such Notice Period. Or

**2)** The Assignment Contract shall automatically terminate upon the earlier of:

**a)** The Estimated Completion Date; or

**b)** The actual and satisfactory completion of the Services in the reasonable opinion of the Client, unless otherwise extended through the issue of a Contract Amendment Offer Letter.

**3)** If the Contractor continues to perform the Services or any other services for the Client at the express request of the Client after the Estimated Completion Date, then this Assignment Contract shall be deemed to be extended until such time as a Contract Amendment Offer Letter is issued.

**4)** Notwithstanding the above, this Assignment Contract shall terminate with immediate effect if;

**a)** The Services are not being performed to the reasonable satisfaction of either the Company or the Client; or

**b)** There is, or in the reasonable opinion of the Company is likely to be, a material breach or persistent minor breaches of any term or condition of the Assignment Contract by the Contractor; or

**c)** There is a non-observance by the Contractor of its obligations under this Assignment Contract, including any agreement with the Client to attend an agreed location between certain times or carry out the Services at certain times; or

**d)** The contract between the Company and the Client for the Services and/or their provision by the Contractor is terminated for any reason; or

**e)** The Contractor is guilty of any criminal act, gross misconduct or any conduct which may bring the Contractor, the Client or the Company into disrepute or damage their name or reputation; or

**f)** If the Company reasonably believes that the Contractor has become or is likely to become a prohibited person (under relevant law, including without limitation, by reason of capacity, solvency, qualification, undischarged bankruptcy, criminal or civil prosecution, residency or international embargo or restriction) or engage in any unlawful business (under relevant law, including without limitation, any illegal activity); or

**g)** If in the reasonable opinion of the Company the Contractor is unable to perform the Services or is unsuitable or it is no longer appropriate for the Assignment Contract to remain in force.

**5)** Upon the termination of this Agreement no untaken or accrued holiday entitlement will be due to the Contractor, or payment in lieu of such accrued holidays unless and until such payment is agreed and authorized by the Client through the normal timesheet process.

For the avoidance of doubt and to the extent permissible by law, the Company may terminate this agreement without notice if instructed to do so by the Client.

**Occupational Health & Safety**

**6)** The Company is committed to providing a safe and healthy work environment. Contractor must abide by applicable laws in the Company and the Client policies relating to workplace health and safety, discrimination and harassment. The Contractor shall notify the Company and the Client immediately it becomes aware of any accident or incident affecting or involving the Contractor while providing the Services to the Client. The Company may take action, including termination of the Assignment Contract as appropriate, for conduct that contravenes such laws and/or policies.

**Standards of the Services**

**7)** The Contractor warrants, represents and undertakes that it has the necessary skills, qualifications, training and experience required to execute the Services or which are required by law or by any professional body. The Contractor shall, if required by the Company or the Client, provide satisfactory proof of the skills, qualifications, training and experience. In the event that the Contractor does not provide any such proof, the Company shall be entitled (but not obliged) to terminate this Assignment Contract.

**8)** The Contractor shall carry out the Services with effect from the Commencement Date using the standard of care, skill, diligence, workmanship and safety that could reasonably be expected from a provider of services with a similar skill set and experience, and in any event, in the best interest of the End-User, to the best of its ability, in a good and workmanlike manner, and in accordance with good industry practice and the requirements and standards reasonably required by the Company and the Client. The Company shall not be entitled (and will not seek) to supervise, direct or control the Contractor in the manner of execution of the Services. The Contractor recognizes that the Client will be solely responsible for allocating work to the Contractor and supervising the execution of the Services by the Contractor.

**9)** The Contractor also warrants, represents and undertakes that it shall maintain appropriate business standards, procedures and controls including those necessary to avoid any real or apparent impropriety and shall not engage in any conduct detrimental to the interests of the Company and/or the Client and shall promptly inform the Company of any potential detrimental conduct, breach of obligation owed to a third party, the giving or receiving of any offers of inducement of money, gifts or entertainment to any person or organisation, any potential or actual conflict of interest giving rise to a commercial or personal benefit, any event which may cause embarrassment and/or damage to the reputation, name or goodwill of the Company and/or the Client.

**Client’s Policies and Procedures**

**10)** The Contractor will strictly comply with any relevant legislative and regulatory requirements, and such rules or obligations (including security and health & safety procedures) in force at the Client’s premises where the Services are being executed. In particular, the Contractor is prohibited from performing the Assignment whilst under the influence of alcohol and/or non-prescription drugs.

**Confidentiality**

**11)** The Contractor shall at all times keep strictly private and confidential any and all information of a confidential nature that the Contractor receives or has access to as a result of the provision of the Services including any information relating to the business of the Client and/or the Company and regardless of whether or not such information is marked as being “confidential”. The Contractor shall not use confidential information for any purpose other than as strictly necessary for the execution of the Services and as directed by the Client in respect of the Services. If required by the Client the Contractor shall sign its confidentiality agreement

**The Client’s Property**

**12)** On termination of this Assignment Contract or at any other time when requested the Contractor must return all property belonging or relating to the Client to the Client in good conditions. The Company shall be entitled to deduct from payments due to the Contractor any amount attributable to the cost of repairing any damage or loss to the Client’s or the Company’s property caused by the Contractor

**Timesheets**

**13)** The Contractor will only be entitled to be paid in terms hereof on receipt by the Company of a timesheet duly signed by an authorized signatory of the Client. Any exceptional items outside the normal terms of pay must be agreed in writing by the Client in advance, and such agreement must be evidenced to the Company before payment can be made to the Contractor.

For the avoidance of any doubt, in the event that a Client refuses to sign a timesheet or approve any exceptional payment then no payment shall be due by the Company to the Contractor.

**For LA Recruitment:**

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| --- | --- |
| Print Name | William Atkinson |
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| Signed |  |
|  |  |
| Dated | 24th April 2017 |
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**I agree and accept the Company’s Assignment Contract:**

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| --- | --- |
| Print Name |  |
|  |  |
| Signed |  |
|  |  |
| Dated |  |
|  |  |