

**ON-SITE SERVICES**  
**TERMS AND CONDITIONS**

CWT shall provide onsite travel services (the "Services") to Client in accordance with the (the "Agreement") entered into as at and these terms and conditions.

In order to provide the Services, CWT shall locate CWT employees ("Onsite Staff") on Client's premises with effect from the date of signature of the agreement for the Services ("Effective Date").

**1. RESPONSIBILITY OF CLIENT**

**1.1 Premises**

With respect to the premises where Onsite Staff will be located, Client shall:

- (a) provide the furniture and furnishings necessary to the Onsite, based on the number of Onsite Staff, as well as heating and lighting, office supplies, access to office equipment (*e.g.*, photocopier, fax), telephone lines and telephones for local and international calls, and internet access;
- (b) comply with CWT's instructions for establishing the connection and operation of equipment specific to the Services as provided to Client;
- (c) bear all expenses relating to the premises of the Onsite (in particular, electricity, telephone, cleaning, etc.) as well as mailing and courier costs incurred by the Onsite Staff within the scope of the Services; and
- (d) maintain insurance policies for the Onsite premises covering fire or water damage, and shall waive, and obtain waiver from its insurance companies of, any recourse against CWT or its employees in the event of fire damage from fire, explosion or water.

**1.2 Client shall:**

- (a) comply with all relevant laws and regulations in dealing with Onsite Staff;
- (b) be responsible for the safety and security of Onsite Staff while they are on Client's premises, and provide Onsite Staff with the same entitlements relating to safety and security as it provides to its own employees and personnel;
- (c) provide decent working conditions and the same amenities for Onsite Staff as it provides to its own employees and personnel;
- (d) ensure that Onsite Staff work in a positive environment and are treated professionally and with due respect at all times;
- (e) promptly forward to CWT a written notification of any workplace incident that may give rise to a claim by, against or involving Onsite Staff; and
- (f) provide CWT with any information, documentation, reasonable access to its premises and assistance, including access to or copies of any e-mails or other correspondence sent or received by the Onsite Staff using any of Client's communication tools, upon CWT's reasonable request or as necessary for CWT to deal with any issues that are reserved to employers, including but not limited to disciplinary matters, investigations, appraisals, leave, or remuneration, under CWT's internal procedures, at the request of third parties or before any court or tribunal. Client shall refer any such issues concerning the Onsite Staff to CWT upon becoming aware of them.
- (g) allow Onsite Staff to:
  - consult with CWT for advice and assistance in the performance of their work;
  - during normal business hours, as required by CWT of its employees, attend:
    - practice group meetings;
    - department conferences;

- training sessions; and

- seminars and social events conducted by CWT

- receive internal CWT correspondence and publications in order to keep up-to-date with developments in the industry or CWT's new practices, tools, products and methodologies; and
- maintain internet access with CWT.

1.3 Client acknowledges that Onsite Staff may refuse to work at Client's premises if it reasonably appears to them or any representative of CWT that the working environment is or has become unsafe for any reason, including but not limited to Client failing to comply with any relevant health or safety legislation or regulations or other obligation.

1.4 Client shall not provide any incentive or consideration, financial or otherwise, to Onsite Staff without prior written approval from CWT.

## **2. DIRECTION AND RESPONSIBILITY**

2.1 Under no circumstances is CWT acting as a lender of staff, temporary staff agency or a recruitment agency to or for Client, in any way.

2.2 This Agreement shall not be construed to create a relationship of employer and employee between Client and Onsite Staff. Onsite Staff will remain CWT's employees.

2.3 As CWT employees, Onsite Staff will work under the control and direction of, and be responsible to CWT. CWT shall establish Onsite Staff's working hours and vacation schedules, and any changes shall be agreed in consultation with Client.

## **3. CWT EMPLOYEE OBLIGATIONS**

### **3.1 Code of Conduct and Policies**

3.1.1 As CWT employees, CWT Onsite Staff shall comply with CWT's code of conduct and relevant policies during the term of the assignment.

3.1.2 Onsite Staff shall not be compelled to comply with any Client requirements or directions that contradict CWT's policies and procedures, except for Client's health and safety policies when Onsite Staff is working on Client's premises.

## **4. ABSENCE AND REASSIGNMENT OF ONSITE STAFF**

4.1 CWT may replace Onsite Staff at any time during the term of the Agreement by providing reasonable prior notice to and consulting with Client.

4.2 If Client, acting reasonably, has any issues or concerns with the Services provided by CWT through Onsite Staff, then Client shall report such concerns, issues or complaints to CWT for investigation by CWT. Client shall fully cooperate with CWT in such investigation.

4.3 Onsite Staff's rights in respect of annual leave and sick leave with CWT will remain unaffected by the Agreement.

## **5. DOCUMENTS AND APPLICATIONS**

Any and all documents and applications prepared or developed by Onsite Staff in connection with providing the Services shall belong to CWT.

## **6. LIABILITY AND INDEMNITY**

Client shall be responsible for, and indemnify and defend and hold harmless CWT against any and all claims, liens, judgment, penalties, awards, remedies, debts, liabilities, damages, demands, costs, losses, expenses or causes of action of whatever nature including, without limitation those made or enjoyed by dependents, heirs, claimants, executors, administrators, successors, survivors or assigns (collectively, the "Claims") regarding any Claim made by Onsite Staff in relation to a breach by Client of its undertakings hereunder.

