

# Payroll Guarantee Offer - Terms and Conditions



These Terms and Conditions are subject to change or withdrawal by NES at any time without prior notification.

“NES” means NES Global Technical Consultants Sdn Bhd, registered in Malaysia.

“NES Group” means NES Group Limited, registered in England, or any company which at any time is a subsidiary of NES Group Limited or is a subsidiary of such subsidiaries.

“Contractor” means an individual contractor paid directly by NES.

“Client” means the client that the Contractor is providing services to.

“Force Majeure” means an event that is beyond the control of a party and includes an act of God (such as fire, flood, earthquake or other natural disaster), war, terrorism, labour disputes (including strikes or industrial action), interruption or failure of a utility service (including electricity, gas or water) or issues affecting the IT systems of NES or NES Group.

“New Starter Contractor Details” means, unless otherwise confirmed by NES, for a PAYG Contractor: signed contract, bank details, NRIC or work permit and date of birth or any other such information as may be requested from time to time by NES.

“Working Day” means Monday to Friday excluding any public holiday in Malaysia.

1. NES will pay a fee of 300 Malaysian Ringgits (the “Payroll Guarantee Fee”) on each occasion that, subject to these Terms and Conditions, a payroll error is made which is the sole fault of NES Contractor Payments Department.
2. Completed and authorised timesheets and expense claims must be complete and correct and received at the correct email address by 14.30 on the second Working Day of the month in order that we can guarantee payment will be remitted by the fourth Working Day of that month..
3. All New Starter Contractor Details must be complete and correct and received by the NES Contractor Payments Department by 12.00 noon on the last Working Day of the preceding month.
4. Payment of the Payroll Guarantee Fee will only be considered if any of the following errors occurs:
  - a. NES does not remit payment by the fourth Working Day of the month into the Contractor’s nominated bank account;
  - b. The Contractor is paid an incorrect amount;
  - c. Authorised expenses confirmed by the Client are not paid

within the timeframe agreed;

- d. The Contractor is paid in the wrong currency.
5. Payment of the Payroll Guarantee Fee is conditional upon all of the following conditions being met;
  - a. The Contractor has provided NES with the correct nominated bank account details;
  - b. The Contractor has submitted timesheets and any other requested details correctly and on time in accordance with these Terms and Conditions;
  - c. The error is solely on the part of NES Contractor Payments Department and not a third party such as an umbrella company, payroll agent, bank or taxation authorities.
  - d. A Force Majeure event has not occurred.
6. Only one Payroll Guarantee Fee will be paid should more than one error occur on a single payment.
7. NES retains all its rights to decide that a Payroll Guarantee Fee shall not be paid to the Contractor at its sole discretion.
8. Any monies paid by NES to the Contractor may be subject to taxation.
9. Any claim for payment of the Payroll Guarantee Fee must be made on the form published on [www.nesgroup.com](http://www.nesgroup.com) within 14 days of the date payment should have been received from NES or from the date that incorrect payment was received from NES.
10. NES’s total and cumulative liability in connection with these Terms and Conditions whether arising under contract, tort (including negligence or breach of statutory duty) or otherwise per each and every event shall be limited to 3,000 Malaysian Ringgits per calendar year.
11. NES reserves the right to set off any Payroll Guarantee Fee paid to a Contractor which the Contractor was not eligible for against monies owed to the Contractor.
12. Nothing in these Terms and Conditions shall operate to exclude or restrict either party's liability for: (i) death or personal injury resulting from its negligence; (ii) fraud or deceit; and/or, (iii) any other form of loss, damage or liability which cannot be excluded or limited under law.
13. The construction, validity and performance of these Terms and Conditions including any disputes or claims in connection with it or its subject matter shall be governed by the laws of Malaysia and the parties irrevocably submit to the exclusive jurisdiction of the Malaysian courts.