

Terms and Conditions of Business for the Introduction and Supply of Temporary Workers

8. Non-Solicitation

a) If the Client, whether directly or indirectly, engages or receives services from any member of staff of the Company, irrespective of whether such person has been involved in the supply of services to the Client, ("the Employee") on any basis whatsoever, including, without limitation, on a fixed term, temporary or permanent basis whether during the term of the Employee's employment with the Company or for a period of 6 months after termination of the Employee's contract of employment with the Company, a fee will be payable by the Client to the Company which shall be calculated in accordance with the Scale of Fees.

b) The fee referred to in Condition 8(a) shall be paid by the Client in accordance with Condition 5.

9. Company's Obligation to the Client

a) The Company agrees to be responsible for paying the Temporary Worker and paying all appropriate statutory deductions and taxes in relation to the Temporary Worker's pay, as required by law.

b) The Company shall endeavour to inform the Client of the identity of the Temporary Worker, that the Temporary Worker has the required experience, training, qualifications and any authorisation required by law or a professional body to work on the Assignment, that the Temporary Worker will be employed to work under a contract for services; and that the Temporary Worker is willing to work on the Assignment, and if available, the Company shall endeavour to provide the Client with references for the Temporary Worker.

c) The Company endeavours to take all such steps as are reasonably practicable to ensure that the Client and Temporary Worker are aware of any requirements imposed by law or any professional body to enable the Temporary Worker to work in the position the Client seeks to fill.

d) The Company endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Temporary Worker for the Temporary Worker to work in the position the Client seeks to fill.

e) The Company shall use reasonable endeavours to inform the Client whether or not the Temporary Worker is an agency worker for the purpose of the Agency Workers Regulations 2010.

10. Client's Obligations to the Company

The Client agrees that at all times during the continuance of the Contract to comply with the Conditions and Special Conditions and:

a) to pay the agreed rate in respect of the Temporary Worker in accordance with the rate specified in the Special Conditions; and

b) to be responsible for the direction, supervision, control, welfare and safety of the Temporary Worker; and

c) to carry out risk assessments in respect of any of its operations which may affect the Temporary Worker and take all practicable steps to minimise the risk to the health and safety of the Temporary Worker; and

d) to comply with all laws, regulations, codes of practice and other legal requirements in relation to the Temporary Worker as if the Temporary Worker was an employee of the Client, other than the matters specifically referred to in Condition 9(a), including, without limitation:

i) the provision of adequate employer's and public liability insurance cover for the Temporary Worker; and

ii) compliance with the Working Time Regulations 1998; and

iii) compliance with the Data Protection Act 1998; and

iv) the provision of all relevant information and documentation to the Temporary Worker in accordance with the Health and Safety at Work Act 1974 as amended; and

v) the reporting of any notifiable accident involving the Temporary Worker to the relevant statutory authority and providing the Company with an accident report (F2058) in this respect; and

vi) the provision of First Aid at Work arrangements including sufficient equipment and qualified staff; and

vii) the provision of necessary and suitable welfare facilities; and

viii) the provision and maintenance of suitable and sufficient emergency arrangements;

e) where the Temporary Worker shall as part of their duties to the Client perform any driving work, to:

i) maintain any appropriate operators licence; and

ii) be responsible for all transport operators duties, including, without limitation, maintenance and inspection of vehicles, inspections of the Temporary Worker's driving licence and permits, the issue and collection of tachographs and the monitoring of the Temporary Worker's working hours with the relevant vehicle; and

iii) maintain all relevant insurances, including, without limitation, fully comprehensive vehicle insurance (which also covers the contents of the relevant vehicle); and

iv) forthwith notify the Company of any accident in which the Temporary Worker is involved whilst driving a vehicle on behalf of the Client and promptly provide any requested details of any such accident

f) not to request the supply of a Temporary Worker to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed by someone who has been transferred by the Client to perform the duties of the person on strike or taking official industrial action.

g) to provide details of the identity of the Client, the dates and likely duration of the Assignment, the services to be provided (including the location and hours to be worked, the potential health and safety risks together with the steps taken to prevent or control such risks), the training, qualifications or authorisations considered necessary or required by law or any professional body, any expenses payable, the rate payable, and notice required.

h) to notify the Company in writing if it does not wish the Company to advertise a vacancy, failing which the Company may advertise any vacancy notified by the Client.

i) To provide all such information as the Company shall reasonably require to comply with the Agency Workers Regulations 2010.

j) To co-operate with the Company in agreeing such variation to the charge rate as may be necessary for the Company to comply with the Agency Workers Regulations 2010.

11. Liability

a) While every effort is made by the Company to give satisfaction to the Client by ensuring a reasonable standard of skills, integrity and reliability from Temporary Workers and further to provide them in accordance with the Client's booking details, the Company is not liable for any loss, expense, damage or delay or claim, whether direct, indirect or consequential, arising from the provision of services by the Company, for any failure to provide any Temporary Worker, or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.

b) Temporary Workers supplied by the Company are engaged under contracts for services. They are not employees of the Company but work under the supervision, direction and control of the Client from the time they report to take up duties for the duration of the Assignment. The Client agrees to be responsible for all acts, errors, or omissions of the Temporary Worker, whether wilful, negligent or otherwise as if the Temporary Worker was an employee of the Client, including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments.

c) The Client agrees to indemnify and keep the Company during all Assignments, both during the continuance of the Contract and after its termination, against all losses, damages, costs and expenses howsoever arising that the Company suffers as a result of the Client's breach of contract, tortious act or breach of statutory duties.

12. Termination

a) The Client undertakes to supervise the Temporary Worker sufficiently to ensure the Client's satisfaction with the Temporary Worker's standards of workmanship. If the Client reasonably considers that the services of the Temporary Worker are unsatisfactory, the Client may terminate the Assignment either by instructing the Temporary Worker to leave the Assignment immediately, or by directing the Company to remove the Temporary Worker. The Company may, in such circumstances, at its sole discretion, agree to such a request and reduce or cancel the charges for the time worked by that Temporary worker, or, as an alternative, provide a substitute worker for the Temporary Worker, provided that the Assignment terminates:

(i) Within four hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours and also provided that notification of the unsuitability of the Temporary Worker is confirmed in writing to the Company within 48 hours of the termination of the Assignment or

(ii) Within two hours for bookings of seven hours or less and also provided that notification of the unsuitability of the Temporary Worker is confirmed in writing to the Company within 48 hours of the termination of the Assignment.

b) The Client, the Company or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability unless otherwise agreed in writing between the Client, the Temporary Worker and the Company.

c) In accordance with its obligations under the Regulations, if the Company receives or obtains information which gives it reasonable grounds to believe that the Temporary Worker is unsuitable to undertake the Assignment for the Client, the Company shall, without delay, inform the Client of that information and be entitled to terminate the Temporary Worker's Assignment with the Client without prior notice and without liability.

d) The Client shall notify the Company immediately and without delay and in any event within 24 hours if the Temporary Worker fails to attend work or notifies the Client that the Temporary Worker is unable to attend work for any reason.

e) The Client shall not be entitled to request the cancellation of the Contract or a reduction in the Contract price in accordance with Condition 12(a) if the Temporary Worker has previously been supplied to the Client.

13. General Provisions

a) For the purposes of the Regulations, the Company shall operate as an Employment Business in relation to the Client, save to the extent that the Introduction of a Temporary Worker results a permanent engagement, in which case the Company shall act as an Employment Agency.

b) Any indulgence granted by the Company to the Client and any failure by the Company to insist upon strict performance of these Conditions shall not be deemed a waiver of any of the Company's rights or remedies nor be deemed a waiver of any subsequent default by the Client.

c) The invalidity, illegality or unreasonableness in whole or in part of any of these Conditions shall not affect the validity of the remainder of such Condition or of these Conditions. In the event that any of the Conditions shall be held invalid, illegal or unreasonable, such Condition shall apply with such deletion as may be necessary to make it valid and effective.

d) The Company may, without the consent of the Client, assign or sub-contract all or any of its rights and obligations under the Contract. The Contract is not assignable by the Client without the written consent of the Company.

e) The Company and the Client do not intend that any provisions of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

f) The Contract shall be interpreted in accordance with English Law. The Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract, its subject matter or formation.

Terms and Conditions of Business for the Introduction of Permanent Staff

1. Interpretation

In these Conditions, the following terms have the following meanings:

a) Candidate: a person whose personal details are registered with the Company who may be suitable for Engagement with the Client or to whom the Client may wish to be Introduced, including any officer or employee of the Candidate if the Candidate is a limited company;

b) Client: the person, firm or company to whom services are provided or a Candidate is directly or indirectly introduced by the Company, together with a holding company or subsidiary of the Client (as defined in Section 1160 of the Companies Act 2006) or an associated company of the Client (as defined in Section 416 of the Income and Corporation Taxes Act 1988);

c) Company: Randstad CPE Limited (company number 1275025) whose address for correspondence is Second Floor, Forum Four, Parkway, Solent Business Park, Whiteley, Fareham PO15 7AD;

d) Contract: a contract between the Company and the Client for the supply of recruitment services and the Introduction of Candidates to the Client incorporating these Conditions and any Special Conditions;

e) Engagement: the employment, appointment or use under any agreement or arrangement for the provision of the services of the Candidate to the Client or any third party on any basis whatsoever, including, without limitation, on a fixed term, temporary or permanent basis or through any incorporated entity of which the Candidate is a director, limited liability partner or employee;

f) Introduction: the introduction of the Candidate to the Client by the Company as referred to in Condition 3(a);

g) Introduction Fee: the fee payable by the Client to the Company upon the Engagement of a Candidate Introduced by the Company to the Client, being a percentage of the Candidate's Remuneration calculated in accordance with the Scale of Fees;

h) Regulations: The Conduct of Employment Agencies and Employment Business Regulations 2003 as amended;

i) Remuneration:

(i) if the Candidate is Engaged by the Client under a contract of employment, whether on a temporary or fixed basis, the Candidate's estimated gross annual remuneration package, including, without limitation, all guaranteed and anticipated bonuses, site or mobility allowances, subsistence payments, profit shares, overseas weighting and other taxable emoluments payable or receivable by the Candidate for services rendered to or on behalf of the Client. If a company vehicle or a vehicle allowance is provided to the Candidate then a minimum sum of £4,500 ("the Vehicle Allowance") will be added to the Remuneration for calculation of the Introduction Fee. However, the Vehicle Allowance will be disregarded in identifying the percentage bracket into which the Remuneration will fall for the purposes of calculating the Introduction Fee payable. e.g. a salary of £28,000 @ 17.5% fee = £4,900 plus VAT. The addition of £4,500 for the Vehicle Allowance increases the Remuneration to £32,500 which would attract a 20% fee, but this will be disregarded and the Introduction Fee shall be charged at the lower percentage i.e. £32,500 @ 17.5% = £5,687.50 plus VAT.

(ii) if the Candidate is Engaged by the Client on any other basis, the estimated fees to be paid to the Candidate by the Client in respect of services to be rendered in the first year, excluding VAT;

j) Special Conditions: all specific conditions relating to the Contract for the supply of services or Introduction of Candidates to the Client and set out in the Company's written order acknowledgement or otherwise by written agreement between the parties.

2. The Contract

a) The Contract shall be on these Conditions, including the Special Conditions, to the exclusion of all other terms and conditions, and the Contract forms the entire agreement between the parties and supersedes any previous terms and conditions of either party.

b) In the event of a conflict between these Conditions and the Special Conditions, the Special Conditions shall prevail.

c) These Conditions are deemed to be accepted by the Client:

i) instructing the Company to Introduce Candidates
ii) interviewing or Engaging a Candidate following an Introduction; or
iii) passing information about the Candidate to a third party following an Introduction.

d) No variation to these Conditions shall be valid unless agreed by a director of the Company and the Client and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply. Duly authorised Company personnel may agree to vary the Company's standard fees for a specific Engagement only.

3. Introduction

a) The Introduction of a Candidate to a Client shall take place when:

i) the Company provides a curriculum vitae or other information to the Client which expressly or impliedly identifies the Candidate with a view to the Engagement of the Candidate by the Client; or

ii) the Company arranges an interview to take place between the Candidate and the Client; or

iii) the Company introduces any third party to the Client directly or indirectly with a view to the Engagement of such third party by the Client

and in these circumstances, an Introduction Fee will be payable by the Client to the Company

in respect of each accepted offer of Engagement within 12 months of such Introduction.

b) Irrespective of whether the Candidate was previously known to the Client or not, a Candidate shall be considered to have been Introduced to the Client exclusively by the Company and any Engagement of the Candidate by the Client shall be deemed to have occurred solely as a consequence of that Introduction unless, prior to the commencement of the Contract, the Client notified the Company that it was already in contact with the Candidate and is able to substantiate its assertion to the Company's reasonable satisfaction.

c) If the Client passes the details of any Candidate to a third party without first obtaining the Company's prior written consent, in breach of Condition 10(e) below, and the third party subsequently engages the Candidate then, without prejudice to its other rights hereunder, the Company shall be entitled to charge an Introduction Fee to the Client as if the Candidate had been engaged by the Client. In these circumstances, there shall be no entitlement to any Refund Guarantee.

d) If the Client requires the Candidate to undertake a trial period before making an offer of permanent Engagement, the services of the Candidate will be provided in accordance with the Company's Terms and Conditions of Business for the Introduction and Supply of Temporary Workers. If an Engagement takes place after the trial period, an Introduction Fee will be payable and the Refund Guarantee will not apply.

4. Price

a) Payment of the Introduction Fee together with any agreed expenses, such as advertising costs, psychometric testing and interviewing expenses shall be made to the Company by the Client within 30 days of the date of the Company's invoice. Time for payment shall be of the essence.

b) The Company may render invoices at any time after it has incurred expenses or in respect of the Introduction Fee at any time after the Candidate has commenced their Engagement with the Client.

c) The Client shall make no deduction of any type from payments due to the Company.

d) The Company hereby reserves the right to:

i) charge interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 on any outstanding amounts owed by the Client; and

ii) claim immediate payment of all invoices rendered, including those within the agreed payment terms, where the Client has failed to make payment of an invoice on time.

e) The Client shall be liable to pay the Company any additional costs and expenses incurred by the Company in seeking to enforce its rights or recover any outstanding sums due under the Contract from the Client including, without limitation, legal fees, court fees and process servers fees.

5. Scale of Fees

a) The Introduction Fee payable to the Company by the Client for an Introduction resulting in an Engagement is calculated in accordance with the Scale of Fees detailed below.

Annual Remuneration	% Charge
£30,000 or below	17.5%
Above £30,000 and below £40,000	20%
£40,000 or above	25%

b) An Introduction which leads to the Engagement of a Candidate on a fixed term contract of less than 12 months shall not qualify for any reduction in the Introduction Fee. The formula used to calculate the Remuneration upon which the Introduction Fee is to be based for a short term contract shall be (Rate Per Week x 52) x % Charge. e.g. (£300 x 52) x 17.5% = £2,730 plus VAT.

c) Where the actual Remuneration is not known, the Company will charge a fee based on the reasonable level of remuneration applicable for the position in which the Candidate has been engaged with regard to any information supplied to the Company by the Client or comparable positions in the market generally.

d) If applicable, all advertising costs will be agreed in advance and charged to the Client and all reasonable travelling expenses incurred by Candidates in attending interviews with the Client will be the responsibility of the Client.

e) Where applicable, VAT will be charged upon the Introduction Fee and any other fees, charges or expenses at the prevailing rate.

6. Refund Guarantee

a) If the Engagement terminates, whether by expiry of notice or otherwise, before the expiry of 12 weeks from the date of commencement of the Engagement, the Introduction Fee will be refunded to the Client in accordance with the scale detailed below, provided that:

i) the termination is either a consequence of the Candidate leaving of their own volition or a dismissal by the Client which is not by reason of redundancy and which is neither wrongful nor unfair as defined by the Employment Rights Act 1996.

(ii) the Client notifies the Company in writing within 7 days of the Candidate's resignation or their dismissal, as the case may be;

(iii) all monies due from the Client are paid within 30 days of the date of invoice and strictly in accordance with Condition 4;

(iv) the Client has not materially breached any term or condition of the Contract; and

(v) the Introduction Fee agreed was in accordance with the standard Scale of Fees above.

Terms and Conditions of Business for the Introduction of Permanent Staff

b) If the conditions in Condition 6(a) have been met, the following proportion of the Introduction Fee paid by the Client will be refunded by the Company:

Termination of Engagement:	% Refund
Up to 4 weeks after commencement	100%
After 4 weeks but not more than 8 weeks after commencement	50%
After 8 weeks but not more than 12 weeks after commencement	25%

For the avoidance of doubt, if termination of an Engagement occurs more than 12 weeks after commencement, no refund shall be payable by the Company to the Client.

c) For the purposes of the Refund Guarantee, the date on which the Candidate's employment ceases shall constitute the date of termination.

d) Should the Client subsequently engage or re-engage the Candidate within 12 months of the date of termination of Engagement or withdrawal of offer, the full Introduction Fee calculated in accordance with the Scale of Fees shall be payable within 30 days of the re-engagement of the Candidate and the Refund Guarantee shall not then apply.

e) If the Candidate brings a successful action for wrongful dismissal or unfair dismissal against the Client and the Company has already refunded the Introduction Fee in accordance with this Condition 6, the Client shall repay the refunded amount to the Company on demand.

7. Cancellation Fee

If, after an offer of Engagement has been made to the Candidate, the Client decides to withdraw it, the Client shall be liable to pay the Company 25% of the Introduction Fee, unless the reason for withdrawal of the offer of engagement is that the Client reasonably believes that the candidate is unsuitable for the job role.

8. Non-Solicitation

a) If the Client, whether directly or indirectly, engages or receives services from any member of staff of the Company, irrespective of whether such person has been involved in the supply of services to the Client, ("the Employee") on any basis whatsoever, including, without limitation, on a fixed term, temporary or permanent basis whether during the term of the Employee's employment with the Company or for a period of 6 months after termination of the Employee's contract of employment with the Company, an Introduction Fee will be payable by the Client to the Company, calculated in accordance with the Scale of Fees and with no entitlement to the Refund Guarantee.

b) The Introduction Fee in Condition 8(a) shall be paid by the Client in accordance with Condition 4.

9. Company's Obligations to the Client

a) The Company agrees to make available from time to time persons who may be suitable for Engagement by the Client with a view to effecting an Introduction.

b) The Company endeavours to ensure the suitability of any Candidate introduced to the Client by obtaining confirmation of the Candidate's identity, that the Candidate has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body, and that the Candidate is willing to work in the position which the Client seeks to fill and, if available, the Company shall endeavour to provide the Client with references for the Candidate.

c) The Company endeavours to take all such steps as are reasonably practicable to ensure that the Client and Candidate are aware of any requirements imposed by law or any professional body to enable the Candidate to work in the position which the Client seeks to fill.

d) The Company endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Candidate for the Candidate to work in the position the Client seeks to fill.

10. Client's Obligations to the Company

The Client shall:

a) notify the Company in writing and without delay when:

- an offer of Engagement is made by the Client to a Candidate; and
- such an offer is accepted by the Candidate;

b) pay to the Company the Introduction Fee together with any other amounts due in respect of the Introduction, such as expenses, in accordance with Condition 4;

c) provide to the Company details of the identity of the Client, details of the position which the Client seeks to fill, including the type of work that the Candidate would be required to do, the location and hours of work, the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position, and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition the Client shall provide details of the date the Client requires the Candidate to commence, the duration or likely duration of the work, the minimum rate of remuneration, expenses and any other benefits that would be offered, the intervals of payment of remuneration and the length of notice that the Candidate would be entitled to give and receive to terminate the employment with the Client.

d) satisfy itself as to the suitability of the Candidate, notwithstanding Condition 9 above,

and be responsible for verifying any professional or academic qualifications, obtaining references, work permits or security clearances for the Candidate, and for arranging any health, fitness or other tests to be carried out on the Candidate;

e) comply in all respects with the Data Protection Act 1998 in relation to personal data provided to the Client pertaining to the Candidate;

f) keep the Candidate's CV and any other personal information disclosed to the Client by the Company and pertaining to the Candidate strictly private and confidential and not disclose it to any third party without first obtaining the written consent of the Company and, in particular, not approach the Candidate's current employer until any offer of Engagement made by the Client to the Candidate has been accepted in writing;

g) indemnify and keep the Company indemnified, against all claims losses, damages, costs and expenses that the Company suffers as a result of any claim brought by a Candidate in the Employment Tribunal in connection with the Introduction of the Candidate to the Client to the extent that such claim has arisen through the acts or omissions of the Client.

h) notify the Company in writing if it does not wish the Company to advertise a vacancy, failing which the Company may advertise any vacancy notified by the Client.

11. No Warranty

a) Although the Company will use reasonable endeavours to ensure the suitability of the Candidate, the Company gives no warranty whatsoever, whether express or implied, as to whether the attributes of the Candidate will be suitable for the Client's requirements. The Client must rely on its own enquiries as to the suitability of the Candidate.

b) The Company shall not be liable for any loss, liability, damage, costs, claims, compensation or expenses, whether direct, indirect or consequential suffered or incurred by the Client arising from or connected with the services provided by the Company or from the Introduction to or the Engagement of any Candidate by the Client or from the failure of the Company to introduce the Candidate. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.

12. General Provisions

a) For the purposes of the Regulations, the Company shall operate as an Employment Agency save where an Introduction is effected through the Company operating as an Employment Business providing temporary recruitment services.

b) Any indulgence granted by the Company to the Client and any failure by the Company to insist upon strict performance of these Conditions shall not be deemed a waiver of any of the Company's rights or remedies nor be deemed a waiver of any subsequent default by the Client.

c) The invalidity, illegality or unreasonableness in whole or in part of any of these Conditions shall not affect the validity of the remainder of such Condition or of these Conditions. In the event that any of the Conditions shall be held invalid, illegal or unreasonable, such Condition shall apply with such deletion as may be necessary to make it valid and effective.

d) The Company may, without the consent of the Client, assign or sub-contract all or any of its rights and obligations under the Contract. The Contract is not assignable by the Client without the written consent of the Company.

e) The Company and the Client do not intend that any provisions of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

f) The Contract shall be interpreted in accordance with English Law. The Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract, its subject matter or formation.

Terms and Conditions of Business for the Introduction and Supply of Temporary Workers

1. Interpretation

In these Conditions, the following terms have the following meanings:-

a) Assignment: the period during which the Temporary Worker is supplied to render services to the Client;

b) Client: the person, firm or company to whom the Temporary Worker is supplied by the Company, together with a holding company or subsidiary of the Client (as defined in Section 1160 of the Companies Act 2006) or an associated company of the Client (as defined in Section 416 of the Income and Corporation Taxes Act 1988);

c) Company: Randstad CPE Limited (company number 1275025) whose address for correspondence is Second Floor, Forum Four, Parkway, Solent Business Park Whiteley, Fareham PO15 7AD;

d) Contract: a contract between the Company and the Client for the supply of the Temporary Worker to the Client incorporating these Conditions and any Special Conditions;

e) Extended Hire Period: 26 weeks;

f) Introduction: the provision of information to the Client by the Company identifying a Temporary Worker with a view to the Temporary Worker commencing an Assignment.

g) Regulations: the Conduct of Employment Agencies and Employment Business Regulations 2003 as amended;

h) Relevant Period: the Relevant Period shall be the later of:

i) eight weeks commencing on the day after the day upon which the Temporary Worker last worked for the Client having been supplied by the Company; or

(ii) fourteen weeks commencing on the first day upon which the Temporary Worker worked for the Client pursuant to an Assignment with the Client. (In respect of multiple Assignments, if there is a period of more than 42 days between Assignments, the Relevant Period shall commence on the first day of the Assignment following such period between Assignments);

i) Special Conditions: all specific conditions relating to the Contract for the supply of a Temporary Worker or the availability of that Temporary Worker to the Client and set out in the Company's written order acknowledgement or any amendment here to.

j) Temporary Worker: the worker (including, where appropriate, a limited company) introduced by the Company to the Client pursuant to the Contract; and

k) Transfer Fee: the Transfer Fee defined in the Special Conditions and in accordance with Regulation 10 of the Regulations.

2. The Contract

a) Each supply of a Temporary Worker shall constitute a separate Contract incorporating these Conditions and any Special Conditions to the exclusion of all other terms and conditions, including those of the Client. The Contract forms the entire agreement between the parties.

b) In the event of a conflict between these Conditions and the Special Conditions, the Special Conditions shall prevail.

c) No variation to these conditions shall be valid unless agreed by a director of the Company and the Client and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

d) The Client agrees that upon the Company providing details of a potential Temporary Worker, the Company shall be given priority over any duplicated applications by or on behalf of the same potential Temporary Worker. Should the Client receive a duplicated application, the Client shall not receive services from that Temporary Worker outside of this Agreement without the written permission of the Company.

3. Quotations, Orders and Acceptance of Contract

a) Any quotation provided by the Company in relation to the supply of a Temporary Worker to the Client does not constitute a contractual offer by the Company to do so.

b) An acceptance by the Client of the terms of a quotation shall constitute an offer by the Client to accept the supply of the Temporary Worker for interview, for hire or to be engaged as the case may be.

c) No Contract shall come into existence until the Company issues a written order acknowledgement to the Client or, if earlier, the Company introduces the Temporary Worker who is subsequently hired or engaged by the Client.

4. Prices

a) Prices to be paid by the Client in relation to the supply of the Temporary Worker are as set out in the Special Conditions and exclude Value Added Tax and CITB levy.

b) For short term Contracts of less than 7 hours, a minimum charge of 7 hours will apply at the hourly rate applicable to the Temporary Worker supplied.

c) There are no refunds or rebates available in respect of the charges of the Company other than those set out in Condition 12 below.

5. Payment

a) The Client shall pay all invoices to the Company within 14 days of the invoice date.

b) The Company may send invoices to the Client every 7 days and these will include:-

- an itemised breakdown of the hours worked by the Temporary Worker together with travel, accommodation and other expenses incurred by the Temporary Worker; and
- a signed copy of the relevant weekly time sheet of the Temporary Worker.

c) The Client shall make no deduction of any type from payments due to the Company, other than deductions which the Client is required by law to make.

d) Time for payment shall be of the essence and failure to pay on time shall entitle the Company, without prejudice to its other rights, to:

- suspend the supply of the Temporary Worker; and
- immediately terminate the Contract.

e) Notwithstanding the Company's rights under Condition 5(d) above, the Company reserves the right to:

i) charge interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 on any outstanding amounts owed by the Client; and

ii) claim immediate payment of all invoices rendered, including those within the agreed payment terms, where the Client has failed to make payment of an invoice on time.

f) The Client shall be liable to pay the Company any reasonable costs and expenses incurred by the Company in seeking to enforce its rights or recover any outstanding sums due under the Contract from the Client including, without limitation, legal fees, court fees and process servers fees.

g) All payments owing to the Company under the Contract shall become immediately due upon termination of the Contract, notwithstanding any other provision.

6. Time Sheets

a) On the Monday following the end of each week of an Assignment or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week, the Client shall sign the Company's time sheet verifying the number of hours worked by the Temporary Worker during that week. The Client shall be responsible for ensuring that only authorised individuals sign timesheets on its behalf and signature of the time sheet by the Client is confirmation of the number of hours worked.

b) The Client shall not be entitled to decline to sign a timesheet on the basis that it is dissatisfied with the work performed by the Temporary Worker. However, if the Client is unable to sign and return to the Company a timesheet produced for authentication by the Temporary Worker because the Client disputes the hours claimed, the Client shall inform the Company in writing within two working days and shall co-operate fully and in a timely fashion with the Company to enable the Company to establish what hours were worked by the Temporary Worker.

c) Failure to sign the Company timesheet in accordance with Condition 6(b) does not absolve the Client from its obligations to pay the hourly charges of the Company in accordance with Conditions 4 and 5 above.

7. Transfer Fee

a) If within the Relevant Period, the Client wishes to receive services from the Temporary Worker other than through the Company, whether on a fixed term, temporary or permanent basis and whether under a contract of employment, contract for services or pursuant to an agreement with another Employment Business or any other business of which the Temporary Worker is a director, partner, officer, employee or subcontractor:

(i) where the Temporary Worker has given proper notice, in accordance with Regulation 32(9) of the Regulations, to opt-out of the Regulations, the Client shall pay the Transfer Fee to the Company; or

(ii) where no notice of opt-out pursuant to Regulation 32(9) of the Regulations has been given by the Temporary Worker, the Client shall elect, giving no more than 7 days written notice to the Company:

- to instruct the Company to arrange for the Temporary Worker to provide services to the Client for the Extended Hire Period on terms similar to those already contained in the Contract and being no less favourable to the Client than those which applied immediately before the Client served such notice, after which the Client may receive services directly from the Temporary Worker or through another agency without paying a Transfer Fee; or
- to pay to the Company the Transfer Fee;

and if the Client fails to serve a written notice on the Company pursuant to Condition 7) a) (ii) (1) within 7 days of engaging, appointing or receiving services from the Temporary Worker, the Transfer Fee shall immediately become due and payable by the Client.

b) If within the Relevant Period the Client shall have introduced the Temporary Worker to any person, firm or company, including, without limitation, any subsidiary or holding company of the Client (as defined in the Companies Act 1985) which subsequently employs, engages, appoints or receives services directly from the Temporary Worker, whether on a fixed term, temporary or permanent basis and whether under a contract of employment or contract for services then the Client shall forthwith be obliged to pay the Transfer Fee to the Company.

c) If, following the Introduction of a Temporary Worker by the Company, the Assignment does not commence but the Client receives services from the Temporary Worker other than through the Company, whether on a fixed term, temporary or permanent basis and whether under a contract of employment, contract for services or pursuant to an agreement with another Employment Business or any other business of which the Temporary Worker is a director, partner, officer, employee or subcontractor the Client shall pay the Transfer Fee to the Company unless the Client was already in direct contact with the Temporary Worker or had already been introduced to the Temporary Worker in respect of the same temporary role and can provide reasonable evidence of this to the Company.

d) The Transfer Fee is calculated by applying the applicable % Charge from the scale of fees below to the Temporary Worker's gross annual charge rate. The formula used is therefore (Hourly Charge Rate x 40 hours per week x 52 weeks) x % Charge e.g. (£12 per hour x 40 x 52) = £24,960 x 17.5% = £4,368 plus VAT.

e) The scale of fees used to calculate the Transfer Fee is:

Gross Annual Charge Rate	% Charge
£30,000 or below	17.5%
Above £30,000 and below £40,000	20%
£40,000 or above	25%

f) For the avoidance of doubt, the Transfer Fee shall not be refundable under any circumstances whatsoever, including, without limitation, in the event that the engagement or appointment of the Temporary Worker terminates after payment. The provisions of Condition 5 above shall apply to the payment of the Transfer Fee.