



TERMS AND CONDITIONS FOR PROVISION OF FIXED FEE AND ONLINE SERVICES

YourRecruit (UK) Ltd

1. DEFINITIONS

1.1 In these terms and conditions (**Terms**), the following definitions apply:

Advert: an advert produced as a result of and in accordance with a confirmed Order

Agency: YourRecruit (UK) Ltd of 21-23 Croydon Road, Caterham, Surrey, CR3 6PA.

Applicant: means the person introduced by the Agency to the Client for an Engagement.

Client: any person contracting for provision of any of the Services by the Agency together with any person connected with such Client.

Engagement: means the engagement, employment or use of the Applicant by the Client or any third party on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the Applicant is an officer or employee partnership agreement; or any other engagement.

Fees: the fees chargeable by the Agency in respect of the provision of the Services, as defined in Clause 5.1.

Introduction: means (i) the Client's interview of an Applicant in person or by telephone, following the Client's instruction to the Agency to search for an Applicant; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Applicant; and which leads to an Engagement of that Applicant.

Job Boards: such generalist or specialist job advertising websites as the Agency in its reasonable discretion deems suitable through which to advertise the vacancy or vacancies specified in any Order.

Order: an order for services placed in accordance with Clause 3.

Remuneration: includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client. Where the Client provides a company car, a notional amount of £3,000 will be added to the salary in order to calculate the Agency's fee.

Service: the services to be provided by the Agency to the Client as set out for each Service Level in Schedule 1.

Service Level: each of YourAd, YourAdPlus, YourRecruitPro and YourTraditionalRecruitment, as set out and defined in Schedule 1.

Website: the website of the Agency at www.yourrecruit.com or website at such other URL as the Agency may notify (by email, phone or in writing) to the Client from time to time or which is available to the Client to place Orders or contact the Client.

1.2 Unless the context requires otherwise:



- 1.2.1 reference to a schedule is reference to a schedule to these Terms
- 1.2.2 references to the singular include the plural;
- 1.2.3 'person' shall include any person or entity, whether or not having legal status, including an individual, partnership, unincorporated body, firm or corporate body;
- 1.2.4 reference to a person being 'connected' with another shall be interpreted in accordance with s839 Income and Corporation Taxes Act 1988.

1.3 The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

2. CONTRACT

2.1 These Terms constitute the contract between the Agency and the Client and are deemed to be accepted by the Client by virtue of the earliest of signature, electronic acceptance (through registration on the Website or by email) or the placing of any Order or accepting an Introduction to or the Engagement of an Applicant, in any case after the provision of these Terms to the Client.

2.2 The Services provided pursuant to the Service Levels YourRecruitPro and YourTraditionalRecruitment are subject to the additional terms and conditions set out in Schedule 3 (in respect of Engagements of permanent or fixed term contract staff) and Schedule 4 (in respect of Engagements of temporary staff), which are deemed to be incorporated into these Terms.

2.3 The Terms shall apply to any Order and the provision of all Services. Save as otherwise provided in these Terms, no Order for Services may be terminated by either party once given except immediately upon written notice where the other party either:

- 2.3.1 commits a material or fundamental breach of any of the terms of this Agreement and such material breach is in the reasonable opinion of both parties incapable of remedy or persistently breaches any of its obligations under the Terms; or
- 2.3.2 becomes bankrupt or insolvent, has a winding up order made or passes a resolution for a voluntary winding up; makes a composition or arrangement with its creditors in respect of the composition of its debts or any scheme or arrangement or the appointment of an administrative receiver approved in accordance with the Insolvency Act 1986.

3. ORDERS AND SERVICES

3.1 An Order is placed by the Client either making a written or telephone request for the provision of Services or placing a request for the provision of Services on the Website. The Agency may refuse to accept any Order (or request payment in advance of any prospective fees), including if the Client owes any overdue fees to the Agency or if the Agency reasonably believes that the Client may be unable to pay any outstanding or prospective fees.

3.2 Subject in any event to the requirements of Clause 6.3, unless accepted in writing by the Agency to be valid an Order must:

- 3.2.1 confirmation of which Service Level is to apply to the Order;



- 3.2.2 specify in reasonable detail the nature of the vacancy or vacancies to which it relates, including any information which is required to be placed into any Advert;
 - 3.2.3 in the case of Orders for YourAd and YourAdPlus, include full contact details for responses by Applicants; and
 - 3.2.4 in the case of Orders for YourRecruitPro and YourTraditionalRecruitment, full information as to the nature of the vacancy or vacancies including the type of work that the Applicant 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 Applicant 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 Applicant 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 Applicant would be entitled to give and receive to terminate the employment with the Client.
- 3.3 Upon submission of a valid Order the Agency will (subject to Clause 6) provide the Services relevant to the specified Service Level with reasonable skill and care.

4. ADVERTS

- 4.1 By registering and placing an Advert, the Client is requesting that an Advert appears on the Website, on the Job Boards and in other media (as proposed by and agreed in writing with the Agency) in accordance with these Terms. This means that the Advert, including information provided in the Order, telephone number, contact details and the vacancy details can be viewed by anyone with Internet access throughout the world. The Client consents to the publication of the data in this way.
- 4.2 Nothing in these terms shall take effect as to give the Client any rights in relation to copyright, trademarks or other intellectual property rights in the Advert, the Website, Job Boards or other media where the Advert is placed.
- 4.3 The Client accepts that it is responsible for ensuring that it has the right to use any copyright or other intellectual property in any text, data, logo or other information provided to the Agency for the purpose of the Services including any Advert or Order (the **Advertising Data**). Accordingly:
 - 4.3.1 the Client hereby indemnifies the Agency in respect of any and all liability for the breach of any other intellectual property right that is caused by the Client's breach of this Clause; and
 - 4.3.2 the Client hereby grants to the Agency a fee-free licence in respect of the Advertising Data, with a right to sublicense and reproduce any Advertising (including in a modified form) as reasonably required for the provision of the Services and the placing of any Advert.
- 4.4 The Client has the right to cancel an Advert for any reason at any time. The Agency will use all reasonable endeavours to remove the Advert from the Website, Job Boards and other media as promptly as is practicable. The Client will still remain liable for full payment of the relevant Fees.



5. FEES

- 5.1 The Fees payable by the Client in respect of each Service Level are as set out in Schedule 2 (the **Fees**) and subject to Clause 5.2, will be invoiced to the Client and are payable by the Client as specified in Schedule 2 (and in the case of YourRecruitPro or YourTraditionalRecruitment any additional terms as to fees and payment set out in Schedule 3 and Schedule 4).
- 5.2 In respect of Orders for YourAd and YourAdPlus, the Agency may require payment upon and as a condition of submission of an Order by any electronic, account or card payment system through (or linked from) the Website.
- 5.3 If any Fees are overdue then, without prejudice to any other right under these Terms or at law, the Agency reserves the right to cease provision of the Services, including without limitation withholding the responses to all current Adverts.
- 5.4 No success or placement fee may be charged by the Agency in respect of the YourAd or YourAdPlus Services, unless the Service Level provided has been increased to YourRecruitPro or YourTraditionalRecruitment (which may occur by agreement in writing or by the Agency providing Services not included in the YourAd or YourAdPlus Service Level at the request of the Client). In this event, any Fees paid in respect of the YourAd or YourAdPlus Services shall be deducted from any later Fees.
- 5.5 Fees may at the request of the Client and with the prior written consent of the Agency (such consent not to be unreasonably withheld) and will at any time at the request of the Agency be set off against any credit note or rebate agreed to be due from the Agency to the Client.
- 5.6 The Client acknowledges that the Agency may carry out a credit check on the Client and any connected persons.
- 5.7 The Agency may charge interest on Fees overdue for payment at a rate of 4% over the base rate of National Westminster Bank plc, together with all costs and expenses incurred in obtaining payment.
- 5.8 All Fees are exclusive of any applicable VAT which will be charged subject only to production by the Agency of a valid VAT invoice.
- 5.9 The Agency may from time to time agree a discounted or offer rate for some or all of the Services. The Client hereby acknowledges that such rates are discounted and are dependent upon payment of the invoice by the due date. If the invoice is not settled by such date then, without limiting any other rights of the Agency pursuant to this Agreement or at law, the Agency reserves the right to increase the relevant Fee or Fees to the full contractual rate set out in this Agreement and to submit a replacement or supplementary invoice in respect of the increased Fee.

6. LIABILITY

- 6.1 While every reasonable effort is made to ensure the suitability of Applicants, the Agency does not accept responsibility for any loss, expense, damage, or delay, however occasioned and (save as specifically set out in these Terms, or otherwise agreed in writing from time to time) the Client accepts responsibility for selecting, screening and interviewing Candidates, references, work permits or evidence of entitlement to work and to satisfy any medical requirements or professional qualifications as it requires. Additional information may be required where the terms of Schedule 3 or Schedule 4 apply.



- 6.2 The Agency's liability to the Client in relation to the provision of Services (whether in respect of breach of contract, negligence or otherwise) shall not exceed an amount equal to the Fees in respect of the Order to which the liability relates (or in the case of the YourRecruitPro or YourTraditionalRecruitment Services, the specific vacancy to which it relates). In no event shall the Agency be liable for any special, indirect, consequential or purely economic loss whatsoever or any loss of profit regardless of whether such losses are foreseeable and whether or not caused by negligence arising out of or in connection with the use of the site. Nothing contained in these terms and conditions shall have effect as to limit The Agency liability for loss or damage arising out of personal injury or death or acts of fraud.
- 6.3 The Client accepts, warrants and undertakes, that all Adverts and all information provided to the Agency in respect of Adverts and vacancies must be legal, decent, honest and truthful and comply with the British Code of Advertising Standards Authority and must be accurate and not infringe the rights of any third party. The Agency relies on the information provided by the Client in the order to meet these requirements. It is not able to verify these issues with regard to any statements made by the Client and included in such an advert and accordingly the Client hereby indemnifies the Agency and hold the Agency harmless from all claims, costs and expenses (including legal expenses) resulting from the Client's breach of this Clause 6.3.

7. **FORCE MAJEURE**

The Agency shall not be liable to the Client in respect of failure to provide the Services or other matter that may constitute breach of these Terms arising by reason of force majeure, namely circumstances beyond our control which shall include, but shall not be limited to, unavailability of Job Boards or any third party media, acts of God, strikes, fire, flood, drought, explosion, sabotage, accident, embargo, telecommunications and utilities failure, riot, civil commotion, terrorism, acts of local government and parliamentary authority, breakdown of plant or machinery or software or death of royalty.

8. **NOTICE AND INVOICES**

- 8.1 A notice or invoice given under this Agreement by the Agency (an **Agency Notice**) shall be in writing shall be sent for the attention of the person, and to the address, given by the Client at the time of placing an Order and shall be sent by email or by fax; or delivered personally; or sent by pre-paid first-class post, recorded delivery or registered post.

- 8.2 An Agency Notice is deemed to have been received:

- 8.2.1 if delivered personally, at the time of delivery;
- 8.2.2 in the case of fax or email, at the time of transmission;
- 8.2.3 in the case of pre-paid first class post, recorded delivery or registered post, 48 hours from the date of posting;

provided that if deemed receipt under the previous paragraphs of this sub-clause is not within business hours (meaning 9.00-5.00 pm Monday to Friday on a day that is not a public holiday in England), receipt shall be deemed to have been received when business hours next start.

- 8.3 To prove service of an Agency Notice it is sufficient to prove that:



8.3.1 in the case of fax or email, a successful fax transmission sheet or email delivery receipt was obtained;

8.3.2 in the case of postal delivery, the envelope containing the notice was properly addressed and posted.

8.4 A notice given under this Agreement by the Client to the Agency shall be in writing and given by post or by hand to the principal trading address of the Agency set out on the Website from time to time (being at the date of this Agreement, the address set out above). The provisions of Clause 8 above relevant to service of notice by personal delivery or by post shall apply to the service of notice by the Client.

9. GENERAL

9.1 These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of the Agency, these Terms prevail over any other terms or purchase conditions proposed or circulated by the Client at any time.

9.2 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Agency and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

9.3 Failure or neglect by the Agency to enforce at any time any of the provisions of these Terms shall not be construed nor shall be deemed to be a waiver of the Agency's rights under these Terms nor shall in any way affect the validity of the whole or any part of these Terms nor shall it prejudice the Agency's rights to take subsequent action.

9.4 In the event that any of the provisions of these conditions shall be determined by and competent authority to be invalid, unlawful or unenforceable to any extent, such provision shall to that extent be severed from the remaining provisions which shall continue to be valid to the fullest extent permitted by law.

9.5 The headings used herein are for ease of reference only and will not be used to construe or interpret the provisions of this Agreement.

9.6 These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.



SCHEDULE 1: SERVICES

1. YOURAD SERVICES

Provision of advertising services and job board response services only, being:

- 1.1 review and drafting of Advert for one or more vacancies, based on information provided by the Client in the Order;
- 1.2 use of all reasonable endeavours by the Agency to procure that within 12 office hours (being 9.00-5.00, Monday to Friday, excluding public holidays in England and Wales) of receipt of the Order:
 - 1.2.1 the Advert is placed on the Website for a period of two weeks; and
 - 1.2.2 the Advert is submitted to Job Boards (chosen as appropriate by the Agency in its reasonable discretion) to be placed for a period of two weeks;
- 1.3 subject to payment of the extension fee, use of all reasonable endeavours by the Agency to procure that the Advert is placed for further weekly periods on the Website and the Job Boards on which it was previously placed; and
- 1.4 CVs received in response to the Advert sent directly to the nominated email address of the Client for use by the Client as it requires (subject to the Terms).

2. YOURADPLUS SERVICES

- 2.1 May apply to one or more vacancies per Order, provided in the reasonable opinion of the Agency each vacancy is for a sufficiently similar role to allow the CV selection services set out below to be provided in respect of a single set of criteria.
- 2.2 Provision of all YourAd Services and in addition those set out below.
- 2.3 Provision of an additional week of Job Board and Website advertising services (otherwise on the same terms as the YourAd Services).
- 2.4 Provision of CV selection services, being:
 - 2.4.1 search against multiple databases (chosen as appropriate by the Agency in its reasonable discretion) with selection of Applicants against the criteria set out in the Order;
 - 2.4.2 filtering of CV received in response to the Advert, prior to being sent as soon as reasonably practicable to the nominated email address of the Client.

3. YOURRECRUITPRO SERVICES

- 3.1 Provision of all YourAd and YourAdPlus Services and in addition those set out below.
- 3.2 All Services will co-ordinated by a nominated account executive, who may be permanently or temporarily replaced by the Agency on notice to the Client.
- 3.3 Provision of recruitment management services, being:



- 3.3.1 proposal of Applicants will be proposed from the Agency's database of Applicants;
- 3.3.2 screening of Applicants (whether responding to an Advert or from an existing database) by the Agency by telephone interview, with (subject to the Applicant giving all consents required for compliance with all data protection laws and regulations) all such interviews recorded and copies of the recording made available to the Client upon request;
- 3.3.3 obtaining up to two references and evidence of Applicant's eligibility to work in the United Kingdom;
- 3.3.4 making arrangements with the Applicant for Client interview, preparation of the Applicant for interview and co-ordinate and notification of the arrangements to the Client; and
- 3.3.5 preparation and sending of rejection notifications for unsuccessful Applicants.

4. YOURTRADITIONALRECRUITMENT SERVICES

- 4.1 Provision of all YourAd, YourAdPlus and YourRecruitPro Services and in addition those set out below.
- 4.2 Provision of full recruitment service, being:
 - 4.2.1 Client visit (if reasonably practicable) or if preferred telephone/email contact;
 - 4.2.2 in addition to telephone interview for shortlisting, full in person interview utilising the Agency's proprietary competency based questions, with results made available upon request;
 - 4.2.3 skills checked using proprietary testing software and in relation to specific software applications identified by the Client (subject to availability of such package or payment of reasonable additional cost by the Client) , with results made available upon request; and
 - 4.2.4 assistance with negotiation of salary and benefits.



SCHEDULE 2: FEES

1. FEES AND VARIATION

- 1.1 The Fees in respect of the Services shall be as set out in this Schedule.
- 1.2 The Agency reserves the right to vary the Fees by written notice to the Client, which will take effect for any Orders not submitted at the date of service of the notice.

2. CHARGES

YourAd

- 2.1 £185 (plus applicable VAT) in respect of each Order placed, plus an extension fee of £30 (plus applicable VAT) in respect of each week for which the placement of the Advert is extended.
- 2.2 Unless paid in advance, Fees payable immediately upon deemed receipt of an invoice.

YourAdPlus

- 2.3 £265 (plus applicable VAT) in respect of each Order placed.
- 2.4 Unless paid in advance, Fees payable immediately upon deemed receipt of an invoice.

YourRecruitPro

- 2.5 Fees based upon acceptance by the Client (or in certain circumstances set out in Schedule 3 and Schedule 4, a third party) of an Applicant for an Engagement, on either the terms of Part 1 of Schedule 3 (contract and permanent Engagements) or Part 2 of Schedule 3 (temporary Engagements).
- 2.6 Fees in respect of permanent and contract Engagements will be calculated in accordance with the table below and paragraph 1 of Part 1 of Schedule 3 (subject to a minimum of £650 plus VAT) and Fees in respect of temporary Engagements will be calculated in accordance with the provisions of Part 2 of Schedule 3.

Annual Remuneration	Fee (percentage of Remuneration plus VAT)
Up to and including £20,000	5%
More than £20,001	7%

- 2.7 All Fees will be payable within 7 days of the invoice date.
- 2.8 The Client hereby acknowledges that such rates are a discounted rate specific to YourRecruitPro Services and are dependent upon payment of the invoice by the due date. If the invoice is not settled by such date then, without limiting any other rights of the Agency pursuant to this Agreement or at law, the Agency reserves the right to increase the percentage rate of the Fee to 10% of the annual Remuneration (plus VAT) and to submit a replacement or supplementary invoice in respect of the increased Fee.



2.9 Fees may be eligible a refund in the case of an Engagement being terminated within four weeks of the start of the Engagement on the terms of paragraph 2 of part 1 of Schedule 3.

YourTraditionalRecruitment

2.10 Fees based upon acceptance by the Client (or in certain circumstances set out in Schedule 3 and Schedule 4, a third party) of an Applicant for an Engagement, on either the terms of Part 1 of Schedule 3 (contract and permanent Engagements) or Part 2 of Schedule 3 (temporary Engagements).

2.11 Fees in respect of permanent and contract Engagements will be calculated in accordance with the table below and paragraph 1 of Part 1 of Schedule 3 and Fees in respect of temporary Engagements will be calculated in accordance with the provisions of Part 2 of Schedule 3.

Annual Remuneration	Fee (percentage of Remuneration plus VAT)
Up to and including £15,000	15%
Over £15,000, up to and including £20,000	18%
Over £20,000, up to and including £25,000	20%
More than £25,000	22%

2.12 All Fees will be payable within 30 days of the invoice date.

2.13 Fees may be eligible a refund in the case of an Engagement being terminated within four weeks of the start of the Engagement on the terms of paragraph 2 of part 1 of Schedule 3.

3. REFUND SCHEDULE

3.1 The following scale of refund only applies in the event that the Client complies with the provisions of paragraph 2 of Part 1 of Schedule 3.

3.2 Where the Applicant leaves during the first four weeks of the Engagement made pursuant to the YourRecruitPro Services the whole introduction fee shall be refunded to the Client.

3.3 Where the Applicant leaves during the first ten weeks of the Engagement made pursuant to the YourTraditionalRecruitment Services, a partial refund of the introduction fee shall be paid to the Client in accordance with the scale set out below, subject to the conditions in Part 1 of Schedule 3.

Week in which the Applicant leaves	% of introduction fee refunded
1	100%
2	90%
3	80%
4	70%
5	60%
6	50%
7	40%
8	30%



9	20%
10	10%

3.4 In the case of a contract placement being under 12 months, a pro-rata refund period will apply

3.5 There will be no refund where the Applicant leaves during or after:

3.5.1 the 5th week of the Engagement in the case of YourRecruitPro Services;
or

3.5.2 the 11th week of the Engagement in the case of YourTraditionalRecruitment Services.



SCHEDULE 3: ADDITIONAL TERMS FOR YOURRECRUITPRO AND YOURTRADITIONALRECRUITMENT

PART 1 - PERMANENT/CONTRACT TERMS OF BUSINESS

1. NOTIFICATION AND FEES

1.1 The Client agrees:

1.1.1 to notify the Agency immediately of any offer of an Engagement which it makes to the Applicant; and

1.1.2 to notify the Agency immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Agency;

1.2 Except in the circumstances set out in paragraph 3 below, no Fee is incurred by the Client until the Applicant commences the Engagement when the Agency will render an invoice to the Client for its Fees.

1.3 The Fee payable to the Agency by the Client for an Introduction resulting in an Engagement is calculated in accordance with the Fee Structure set out in Schedule 2, above, calculated on the Remuneration applicable during the first 12 months of the Engagement.

1.4 In the event that the Engagement is for a fixed term of less than 12 months, the Fee will apply pro-rata to the fixed period. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 6 calendar months from the date of termination of the first Engagement the Client shall be liable to pay a further Fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner.

1.5 If the Client subsequently engages or re-engages the Applicant within the period of 6 calendar months from the date of termination of the Engagement or withdrawal of an offer, a full Fee becomes payable.

2. REFUNDS

2.1 In order to qualify for a refund, the Client must pay the Agency's fee within the due date (being 7 days of the date of invoice in the case of YourRecruitPro and 30 days of the date of the invoice in the case of YourTraditionalRecruitment) and must notify the Agency in writing of the termination of the Engagement within 7 days of its termination.

2.2 If the Engagement terminates before the expiry of:

2.2.1 in the case of Fees arising from YourRecruitPro Services, 4 weeks; or

2.2.2 in the case of Fees arising from any other Services, 10 weeks from the commencement of the Engagement (except where the Applicant is made redundant) the Fee will be refunded in accordance with the Scale of Refund set out in Schedule 3 above.



2.3 In circumstances where paragraph 1.5 applies the full Fee stated is payable and there shall be no entitlement to a refund.

3. CANCELLATION FEE

If, after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, in the case of YourRecruitPro and our Fully managed Recruitment Serviceo the Client shall be liable to pay the Agency a minimum fee of £250.00.

4. INTRODUCTIONS

4.1 Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Agency which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Agency's Fee as if the Engagement had been with the Client and with no entitlement to any refund.

4.2 A Fee will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through the Agency, whether direct or indirect, within 6 months from the date of the Agency's Introduction.

4.3 Where the amount of the actual Remuneration is not known the Agency will charge a Fee on the minimum level of remuneration applicable for the position in which the Applicant has been engaged with regard to any information supplied to the Agency by the Client and/or comparable positions in the market generally for such positions.

5. SUITABILITY AND REFERENCES

5.1 The Agency endeavours to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation of the Applicant's identity; that the Applicant 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 Applicant is willing to work in the position which the Client seeks to fill.

5.2 In addition to any information required pursuant to any other provision of these Terms, at the same time as proposing an Applicant to the Client the Agency shall inform the Client of such matters in paragraph 5.1 as they have obtained confirmation of. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following save where the Applicant is being proposed for a position which is the same as one in which the Applicant has worked within the previous 5 business days and such information has already been given to the Client.

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

5.4 The Agency 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 Applicant for the Applicant to work in the position which the Client seeks to fill.



6. SPECIAL SITUATIONS

- 6.1 Where the Applicant is required by law, or any professional body to have any qualifications or authorisations to work in the position which the Client seeks to fill; or the work involves caring for or attending one or more persons under the age of eighteen, or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Agency will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Applicant, two references from persons not related to the Applicant who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Applicant is suitable for the position. If the Agency is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.



PART 2 – TEMPORARY TERMS OF BUSINESS

1. DEFINITIONS

In this Part of this Schedule the following additional definitions apply (where applicable, in place of any defined terms in Clause 1 of these Terms above):

“Assignment” means the period during which the Temporary Worker is supplied to render services to the Client.

“The Employment Business” means the Agency.

“Engagement” means the engagement, employment or use of the Temporary Worker directly by the Client or any third party or through any other employment business on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or any other engagement; directly or through a limited company of which the Temporary Worker is an officer or employee.

“Temporary Worker” means the individual who is introduced by the Employment Business to render services to the Client.

“Transfer Fee” means the fee payable in accordance with paragraph 7.1.5 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

“Relevant Period” means the later of either 14 weeks from the first day on which the Temporary Worker was supplied by the Employment Business to work for the Client, or 8 weeks from the day after the Temporary Worker was last supplied by the Employment Business to the Client.

“Introduction Fee” means the fee payable in accordance with paragraph 7.3.2 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

“Introduction” means (i) the Client’s interview of a Temporary Worker in person or by telephone, following the Client’s instruction to the Employment Business to supply a Temporary Worker; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Temporary Worker; and which leads to an Engagement of that Temporary Worker.

“Remuneration” includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Temporary Worker for services rendered to or on behalf of the Client or any third party.

2. THE CONTRACT

2.1 The Terms in this Part of this Schedule constitute the contract between the Employment Business and the Client for the supply of the Temporary Worker’s services by the Employment Business to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or Engagement of the Temporary Worker or the passing of any information about the Temporary Worker to any third party following an Introduction.



2.2 In the event of any conflict between the terms of this Part of this Schedule and any other clause or Schedule of the Terms in respect of the placement of any Temporary Worker, the provisions of this Part of this Schedule shall prevail (but not so as to increase any liability of the Employment Business).

3. CHARGES

3.1 The Client agrees to pay the hourly charges of the Employment Business. The charges are calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour). The charges comprise mainly the Temporary Worker's pay but also include the Employment Business' commission calculated as a percentage of the Temporary Worker's pay, employer's National Insurance contributions and any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable. VAT, if applicable, is payable on the entirety of these charges.

3.2 The charges are invoiced to the Client on a weekly basis and are payable within 7 days.

3.3 There are no rebates payable in respect of the charges of the Employment Business.

4. INFORMATION TO BE PROVIDED

4.1 When making an Introduction of a Temporary Worker to the Client the Employment Business shall inform the Client of the identity of the Temporary Worker; that the Temporary Worker has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment; whether the Temporary Worker will be employed by the Employment Business under a contract of service or apprenticeship or a contract for services; and that the Temporary Worker is willing to work in the Assignment.

4.2 Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following, save where the Temporary Worker is being Introduced for an Assignment in the same position as one in which the Temporary Worker had previously been supplied within the previous five business days and such information has already been given to the Client.

5. TIME SHEETS

5.1 At 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) the Client shall sign the Employment Business' time sheet verifying the number of hours worked by the Temporary Worker during that week.

5.2 Signature of the time sheet by the Client is confirmation of the number of hours worked. If the Client is unable to sign a time sheet produced for authentication by the Temporary Worker because the Client disputes the hours claimed, the Client shall inform the Employment Business as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with the Employment Business to enable the Employment Business to establish what hours, if any, were worked by the Temporary Worker. Failure to sign the time sheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.

5.3 The Client shall not be entitled to decline to sign a timesheet on the basis that he is dissatisfied with the work performed by the Temporary Worker. In cases of unsuitable work the Client should apply the provisions of paragraph 10.1 below.



6. PAYMENT OF THE TEMPORARY WORKER

The Employment Business assumes responsibility for paying the Temporary Worker and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003.

7. TRANSFER AND INTRODUCTION FEES

7.1 In the event of the Engagement of a Temporary Worker supplied by the Employment Business either (1) directly by the Client or (2) by the Client pursuant to being supplied by another employment business, within either:

7.1.1 the duration of the Assignment; or

7.1.2 14 weeks from the start of the first Assignment (the first Assignment being each new assignment where there has been a break of more than 42 days (6 weeks) since the end of the previous Assignment); or

7.1.3 8 weeks from the day after the last day the Temporary Worker worked on the Assignment

the Client shall be liable, subject to electing upon giving 7 days notice to either:

7.1.4 an extended period of hire calculated in proportion to the number of weeks the Temporary Worker has been supplied to the Client prior to the notice date in accordance with the table of Extended Hire Periods set out below, during which the Client shall pay the charges agreed pursuant to paragraph 3.1 above for each hour the Temporary Worker is so employed or supplied or

7.1.5 a Transfer Fee calculated on the basis of Fees applicable to a placement pursuant to Part 1 of this Schedule.

7.2 Where the actual amount of the Remuneration is not known, the hourly charges agreed pursuant to paragraph 3.1 multiplied by 300 times the hourly charge less any discount applicable calculated in accordance with the accompanying schedule of Transfer Fee discounts. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

7.3 In the event that there is an Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by the Employment Business to the Client, but which leads to an Engagement by the Client of the Temporary Worker either directly or pursuant to being supplied by another employment business within 6 months the client shall be liable subject to electing upon giving 7 days notice, to either:

7.3.1 a period of hire of the Temporary Worker being 26 weeks during which the Employment Business shall be entitled to the charges agreed pursuant to paragraph 3.1 above for each hour the Temporary Worker is so employed or supplied; or

7.3.2 a Transfer Fee calculated on the basis of Fees applicable to a placement pursuant to Part 1 of this Schedule.

the actual amount of the Remuneration is not known, the hourly charges referred to in paragraph 3.1 multiplied by 300 times the hourly charge. No refund of the Introduction Fee will be paid in the event that the Engagement subsequently terminates.

- 7.5 In the event that the Temporary Worker is introduced by the Client to a third party which results in the Engagement of the Temporary Worker by the third party within the Relevant Period the Client shall be liable to pay a Transfer Fee as calculated in accordance with paragraph 7.3.2. Where the Remuneration is not known, the hourly charges referred to in paragraph 3.1 multiplied by 300 times the hourly charge shall apply. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates.

8. LIABILITY

- 8.1 Whilst every effort is made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Temporary Workers and further to provide them in accordance with the Client's booking details, the Employment Business is not liable for any loss, expense, damage or delay arising from any failure to provide any Temporary Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.
- 8.2 Temporary Workers supplied by the Employment Business are engaged under contracts for services. They are not the employees of the Employment Business but are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and 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 though the Temporary Worker was on the payroll of the Client. The Client will also comply in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations, Health and Safety At Work Act etc, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff (excluding the matters specifically mentioned in paragraph 6 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments.
- 8.3 The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Temporary Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Temporary Worker is to fill the Assignment. The Client will assist the Employment Business in complying with the Employment Business' duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Employment Business and the Client will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Temporary Worker for more than 48 hours in any week, the Client must notify the Employment Business of this requirement before the commencement of that week.
- 8.4 The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Temporary Worker for the Temporary Worker to fill the Assignment.
- 8.5 The Client shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with paragraphs 8.2 and 8.3 and/or as a result of any breach of these Terms by the Client.



9. SPECIAL SITUATIONS

9.1 Where the Temporary Worker is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment or the Assignment involves caring for or attending one or more persons under the age of eighteen or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Employment Business will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Temporary Worker, two references from persons not related to the Temporary Worker who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Temporary Worker is suitable for the Assignment. If the Employment Business is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

10. TERMINATION

10.1 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 Employment Business to remove the Temporary Worker. The Employment Business may, in such circumstances, reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates:

10.1.1 Within four hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours; or

10.1.2 Within two hours for bookings of seven hours or less;

provided that notification of the unsuitability of the Temporary Worker is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.

10.2 Any of the Client, the Employment Business or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability.

10.3 The Client shall notify the Employment Business 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.

10.4 The Employment Business shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Temporary Worker supplied to the Client is unsuitable for the Assignment and shall terminate the Assignment under the provisions of paragraph 10.2.



SCHEDULE OF EXTENDED HIRE PERIODS					
Number of weeks the Temporary Worker has been supplied to the Client in the week prior to the notice period	0-6 weeks	7-12 weeks	13-18 weeks	19-26 weeks	27 plus weeks
Extended hire period (in weeks)	<i>26 weeks</i>	<i>20 weeks</i>	<i>14 weeks</i>	<i>8 weeks</i>	<i>4 weeks</i>
DISCOUNTED TRANSFER FEE					
Number of weeks the Temporary Worker has been supplied to the Client in the week prior to the notice	0-6 weeks	7-12 weeks	13-18 weeks	19-26 weeks	27 plus weeks
Discount applicable to the Transfer Fee as set out in paragraph 7.1.4	<i>0%</i>	<i>10%</i>	<i>15%</i>	<i>20%</i>	<i>25%</i>