



TERMS AND CONDITIONS OF BUSINESS February 2009

TERMS AND CONDITIONS OF BUSINESS

Clients Terms of Business for the introduction of permanent or contract staff to be directly employed by the client

1. DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

"Applicant" means the person introduced by Temps On-Line Ltd (TOL) to the Client for an Engagement, including any officer or employee of the Applicant if the Applicant is a limited company, and members of TOL's own staff;

"Client" means the person, firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to which the Applicant is introduced;

"TOL" means the Agency, of the address as detailed;

"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;

"Introduction" means (i) the Client's interview of an Applicant, in person or by telephone, following the Client's instruction to TOL to search for an Applicant or (ii) the passing to the Client of a curriculum vitae or information which identifies the Applicant.

"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 will be added to the salary in order to calculate TOL's fee.

1.2 Unless the context requires otherwise, references to the singular include the plural.

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

2. These Terms and Conditions are deemed to be accepted by the Client by virtue of an interview or the engagement of an Applicant or by accepting details of or viewing (which term includes employment or use whether under a contract of service or for services or under an agency, licensee, franchise or partnership agreement) a permanent or contract worker (hereinafter called an "Applicant") or temporary worker (hereinafter called a "Temporary Worker") introduced by TOL. Clients must notify TOL immediately when an offer of engagement is made and notify TOL when it has been accepted by the Applicant.

3. Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by TOL which results in an Engagement with that third party within 12 months of the Introduction renders the Client liable to payment of TOL's fees as set out in clause 7 with no entitlement to any refund.

4. An introduction fee calculated in accordance with clause 7 will be charged in relation to any Applicant engaged, whether directly or indirectly, within 12 months from the date of TOL's introduction.

5. In the event that any employee of TOL with whom the Client has had personal dealings accepts an Engagement with the Client within 12 months of leaving TOL's service, the Client shall be liable to pay an introduction fee to TOL in accordance with clause 7.

6. No variations of these terms can be made unless individual written contracts are entered into with Client at the time TOL's services are retained.

7. TOL's fees shall be equivalent to twenty five per cent (25%) for salaries up to £30,000 p.a and thirty per cent (30%) for salaries of £30,000 p.a and over based on the Applicant's first year's taxable remuneration with the Client. + VAT. Taxable remuneration includes salary and other payments (i.e. London weighting, mortgage subsidy, bonus etc). The fees do not take into account discounts negotiated in respect of exclusive, repeat or volume business and additional expenses incurred in travel, subsistence, advertising and any other related expenses.

8. Fixed term contract fees will be equivalent to twenty five per cent (25%) for salaries up to £30,000 p.a. and thirty per cent (30%) for salaries of £30,000 p.a. and over based on the Applicants first year's taxable remuneration with the client + VAT. Taxable remuneration includes salary and other payments (i.e. London weighting, mortgage subsidy, bonus etc). The fees do not take into account discounts negotiated in respect of exclusive, repeat or volume business and additional expenses incurred in travel, subsistence, advertising and any other related expenses.

9. Payment of the fee shall be made by the Client to TOL within 14 days of the date that the Applicant commences employment with the Client.

10. TOL reserves the right to charge interest on fees which remain unpaid after 14 days from the invoice date at the rate of 4% above the base rate of National Westminster Bank on a day to day basis.

11. REPLACEMENT GUARANTEE

An eight week guarantee is offered. During which period should an Applicant leave the Client's employment for any reason (other than redundancy) TOL will endeavour to put forward a suitable replacement. A new guarantee will operate based on the replacement's starting date.

12. Should the Client not require a replacement then the following scale of rebate will apply:

(i) Applicant employed for up to one week 90% rebate, up to two weeks 80%, up to three weeks 70% and then on a sliding scale to a maximum of 8 weeks worked at which point the rebate would be 20%.

(ii) Any balance due to the Client will be refunded or credited accordingly.

Rebates and replacements are made on two express conditions:

(iii) That the account has been settled in full in accordance with TOL's terms. Accounts not so settled become payable in full irrespective of the duration of stay of the Applicant.

(iv) That TOL is notified verbally within one business day of the Applicant leaving, and receives confirmation in writing within 48 hours.

Rebates and replacements are not offered on discounted fees unless previously agreed in writing by TOL.

12.1 Rebate facilities apply to fixed term contracts on a pro rata basis.

13. (i) If the Client decides for any reason to withdraw an offer of Engagement, the Client shall be liable to pay the Company a minimum fee of 10% of the annual remuneration.

(ii) Should the Client or any subsidiary or associated company of the Client subsequently engage or re-engage the Applicant within the period of 12 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 7 becomes payable, with no entitlement to a refund.

14. RETAINER FEES

14.1 TOL's fees shall be equivalent to thirty five per cent (35%) + VAT of the Applicant's first year's taxable remuneration with the Client. Taxable remuneration includes salary and other payments (i.e. London weighting, mortgage subsidy, bonus etc). The fees do not take into account discounts negotiated in respect of exclusive, repeat or volume business and additional expenses incurred in travel, subsistence, advertising and any other related expenses.

14.2 Retainer fees are payable by the Client on the following basis

- (i) On agreement of the Recruitment Plan 30% of the projected full recruitment fee will be charged.
- (ii) On presentation of the first Applicant shortlist – 35% of the projected full recruitment fee will be charged
- (iii) On Engagement of an Applicant – final balance of the full, actual recruitment fee will be payable

14.3 Once the Client has arranged to interview an Applicant from the shortlist this confirms the correctness of the Applicant for interview and contractually binds the Client to pay the first shortlist Retainer fee and confirms that the Client is satisfied with the shortlist

14.4 Whilst every endeavour will be made by TOL to fill all positions given on Retained Fee basis, TOL cannot give an absolute guarantee to do this as some factors remain outside the control of TOL.

15. If an Applicant is rejected by the Client but is then subsequently employed by the Client in any capacity up to and including 12 months after the initial introduction date, the Client is responsible for any fee resulting from such employment.

16. SUITABILITY AND REFERENCES

16.1 TOL 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.

16.2 At the same time as proposing an Applicant to the Client TOL shall inform the Client of such matters in clause 16.1 as they have obtained confirmation. Where such information is not given on headed paper 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 has worked within the previous five business days and such information has already been given to the Client.

16.3 TOL 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.

16.4 TOL 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.

16.5 Notwithstanding clauses 16.1, 16.2, 16.3 and 16.4 above the Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant before engaging such Applicant. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.

16.6 To enable TOL to comply with its obligations under clauses 16.1, 16.2, 16.3 and 16.4 above the Client undertakes to provide to TOL details of the position which the Client seeks to fill, 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 and 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.

17. SPECIAL SITUATIONS

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, TOL 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 TOL 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.

18. LIABILITY

TOL shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with TOL seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of TOL to introduce any Applicant. For the avoidance of doubt, TOL does not exclude liability for death or personal injury arising from its own negligence.

19. LAW

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

TERMS AND CONDITIONS OF BUSINESS

Clients Terms of Business for Supplying Temporary Staff Services

For use when supplying Temporary Workers paid by the client subject to deductions for PAYE and NI contributions

1. DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

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

“First Assignment” means the Assignment with no account to be taken of any supply that occurred prior to a period of more than 42 days (6 weeks) during which the Temporary Worker did not work for the Client, pursuant to Regulation 10(6) of the Conduct of Employment

“Client” means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to which the Temporary Worker is supplied or introduced.

“TOL” means Temps On-Line Ltd of the address as detailed.

“Engages/Engaged/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 Regulation 10 of the Conduct of Employment Agencies and the Employment Business Regulations 2003 and is calculated as twenty five percent (25%) of the taxable remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charge multiplied by 300.

“Introduction Fee” means the fee payable in accordance with Regulation 10 of the Conduct of Employment Agencies and the Employment Business Regulations 2003 and is calculated as twenty five percent (25%) of the taxable remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charge multiplied by 300.

“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.

“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. Where a company car is provided, a notional amount will be added to the salary in order to calculate the Employment Business’ fee.

1.2 Unless the context otherwise requires, references to the singular include the plural.

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

2. THE CONTRACT

2.1 These terms and conditions shall supersede and replace any other terms and conditions previously agreed between the Client and the Consultant. In the event that terms and conditions have previously been agreed by the Consultant with the Client, then these terms shall be deemed to have been accepted by the Client (in replacement of the previous terms and conditions) upon any Employee being introduced to the Client by the Consultant for a permanent or temporary position, whichever occurs earlier. If an Employee has already been supplied to the Client then these terms and conditions shall be deemed to have been accepted by the Client (in replacement of the previous terms and conditions) after the Client receiving a copy of these terms and conditions and upon the Client continuing to provide work to that Employee and the Client electing not to immediately terminate the engagement of that employee.

2.2 No variation can be made to these terms and conditions without the written consent of a Manager or Director of TOL.

3. CHARGES

3.1 The Client agrees to pay such hourly charges of the Employment Business as shall be notified to and agreed with the Client. The hourly charges are calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour) but in any event shall be a minimum of 6 hours per booking. The charges comprise mainly the Temporary Worker’s pay but also include the Employment Business’ commission, 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. TOL reserves the right to charge interest on charges which remain unpaid after 7 days from the invoice date at the rate of 4% above the base rate of National Westminster Bank on a day to day basis.

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, apprenticeship or a contract for services; 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, unless the Client requests that the information be resubmitted.

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 Signing 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 of the obligation to pay the charges in respect of the hours worked.

5.3 The Client shall not be entitled to decline to sign a time sheet 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 clause 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 FEES, INTRODUCTION FEES AND EXTENSION OF HIRE

7.1 Transfer Fees where a worker has been supplied

In the event of the Engagement by the Client of a Temporary Worker supplied by the Employment Business for an Assignment either:

(i) directly; or

(ii) pursuant to being supplied by another employment business, either during the Assignment or within (whichever is the longer of either):

(a) 14 weeks from the start of the First Assignment; or

(b) 8 weeks from the day after the last day the Temporary Worker worked on the Assignment, the Client shall be liable to pay a Transfer Fee. 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.

7.2 Extension of Hire

The Client may serve written notice, within 14 weeks from the start of the First Assignment, of agreement to an extended period of hire of 52 weeks of the Temporary Worker, during which the Client shall pay the current hourly charge agreed pursuant to clause 3.1 for each hour the Temporary Worker is employed or supplied. In the absence of written notice, the acceptance of supply of the Temporary Worker beyond the period of 14 weeks from the start of the First Assignment constitutes acceptance of the extended period of hire of 52 weeks. In the event of the Engagement by the Client of a Temporary Worker supplied by the Employment Business during the extended period of hire the Client shall be liable to pay a Transfer Fee.

7.3 Introduction Fees where a worker is introduced but not supplied

7.3.1 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 of the Temporary Worker by the Client either:

(i) directly; or

(ii) pursuant to being supplied by another employment business within 12 months from the date of Introduction, the client shall be liable to pay an Introduction Fee. No refund of the Introduction Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

7.3.2 In the event that the Engagement of the Temporary Worker is for a fixed term, contract fees will be equivalent to twenty five per cent (25%) + VAT of the Applicant's first year's taxable remuneration with the client. Taxable remuneration includes salary and other payments (i.e. London weighting, mortgage subsidy, bonus etc). The fees do not take into account discounts negotiated in respect of exclusive, repeat or volume business and additional expenses incurred in travel, subsistence, advertising and any other related expenses.

7.4 Transfer Fees where there has been an Introduction to and Engagement by a Third Party In the event that a Temporary Worker supplied to a Client is introduced by the Client to a third party which results in the Engagement of the Temporary Worker by the third party during the Assignment or within (whichever is the longer of either):

(a) 14 weeks from the start of the First Assignment; or

(b) 8 weeks from the day after the last day the Temporary Worker worked on the Assignment, the Client shall be liable to pay a Transfer Fee.

7.5 Introduction Fees where there has been an Introduction but no Supply resulting in an Engagement by a Third Party 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 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 12 months from the date of Introduction, the Client shall be liable to pay an Introduction Fee.

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 of 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 Clause 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 weeks, 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 clauses 8.2 and 8.3 and/or as a result of any breach of these Terms by the Client.

9. SPECIAL SITUATIONS

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 to the Client: copies of any relevant qualifications or authorisations of the Temporary Worker and 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: a) within four hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours; or b) 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 Employment Business within 48 hours of the termination of the Assignment.

10.2 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 that 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 clause 10.2.

11. LAW

TOL warrants that it is registered with the Information Commission and that it complies with the Data Protection Act (1998) in all its activities with the Client

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