

Terms of Business for the Supply of Temporary Workers

Please find below our Terms of Business to which we draw your specific attention. Please to return a copy signed by an authorised officer of your organisation and confirm acceptance of the terms of all future ordering purposes. Please note that any order placed hereafter is only ever accepted on the basis of these terms whether or not you have returned a signed copy. A copy of these Terms along with the Fax Confirmation Report will be placed on file as proof of you having received them.

Between _____ T/A HIREAPERSON LTD

(hereinafter called the Employment Business)

and _____

(hereinafter called the Hirer)

1. DEFINITIONS

1.1. In these Terms of Business the following definitions apply: -

- “Agency Worker”** means the individual temporary worker whose services and/or attendance are supplied/arranged and/or is introduced by the Employment Business to provide services to the Client whether offered by the Employment Business or requested by the Client;
- “AWR”** means the Agency Workers Regulations 2010;
- “Assignment”** means the period during which the Agency Worker is supplied to render services to the Client;
- “Assignment Details Form”** means written confirmation of the assignment details agreed with the Client prior to commencement of the Assignment;
- “AWR Claim”** means any complaint or claim to a tribunal or court made by or on behalf of the Agency Worker against the Client and/or the Employment Business for any breach of the AWR;
- “Calendar Week”** means any period of seven days starting with the same day as the first day of the First Assignment;
- “Charges”** means the hourly charges of the Employment Business calculated in accordance with clause 3.1 and as may be varied from time to time in accordance with these Terms;
- “Client”** means the Hirer and any person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 2006 to whom the Agency Worker is supplied or introduced;
- “Client's Group”** means
- (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Client, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and
 - (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Client, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;
- “Comparable Employee”** means as defined in Schedule 1 to these Terms;
- “Conduct Regulations”** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
- “Confidential Information”** means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Client or Employment Business or their business or affairs (including but not limited to these Terms, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to the Agency Worker or any third party in relation to the Assignment by the Client or the Employment Business or by a third party on behalf of the Client whether before or after the date of these Terms together with any reproductions of such information in any form or medium or any part(s) of such information;
- “Control”** means
- (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar right of ownership; or
 - (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body or other entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be construed accordingly;
- “Data Protection Laws”** means the Data Protection Act 1998, any applicable statutory or regulatory provisions and all European Directives and regulations in force from time to time relating to the protection and transfer of personal data;
- “Engagement”** means the engagement, employment or use of the Agency 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 Agency Worker is an officer or employee. The words “engages” and “engaged” are to be construed accordingly;
- “EU Drivers Hours Rules”** means the European Community Drivers’ Hours Regulation (EC) 561/2006;
- “First Assignment”** means:
- (a) the relevant Assignment; or

	(b) if, prior to the relevant Assignment:
	(i) the Agency Worker has worked in any assignment in the same role with the relevant Client as the role in which the Agency Worker works in the relevant Assignment; and
	(ii) the relevant Qualifying Period commenced in any such assignment,
	that assignment (an assignment being (for the purpose of this defined term) a period of time during which the Agency Worker is supplied by one or more Temporary Work Agencies/Employment Businesses to the relevant Client to work temporarily for and under the supervision and direction of the relevant Client);
“Introduction”	means
	(a) the Client’s interview of a Agency Worker in person or by telephone, following the Client’s instruction to the Employment Business to supply a Agency Worker; or
	(b) the passing to the Client of a curriculum vitae or information which identifies the Agency Worker; and which leads to an Engagement of that Agency Worker;
“Introduction Fee”	means the fee payable in accordance with clause 9.2 below and Regulation 10 of the Conduct Regulations;
“Losses”	means all losses, liabilities, damages, costs, expenses whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;
“Other Work”	means all activities which are defined as working time under the Working Time Directive except driving and includes any work within or outside the transport industry where the Agency Worker is not at the disposal of the Client;
“Mobile Worker”	means any worker forming part of the travelling staff, including trainees and apprentices, who is in the service of an undertaking which operates transport services for passengers or goods by road for hire or reward or on its own account;
“Periods of Availability”	means periods of waiting time as defined under the Road Transport (Working Time) Regulations 2005 (“RT(WT)R”), namely, periods of waiting time the duration of which is known about in advance by the Mobile Worker. Such periods of time consist of time spent when the Mobile Worker is not required to remain at his/her workstation, but must be available to answer calls to start or resume driving or other work on request; and the period and the foreseeable duration is known in advance, either before departure or just before the start of the period of availability in question.
“Qualifying Period”	means 12 continuous Calendar Weeks during the whole or part of which the Agency Worker is supplied by one or more Temporary Work Agencies to the relevant Client to work temporarily for and under the supervision and direction of the relevant Client in the same role, and as further defined in Schedule 1 to these Terms;
“Relevant Terms and Conditions”	means terms and conditions relating to:
	(a) pay;
	(b) the duration of working time;
	(c) night work;
	(d) rest periods;
	(e) rest breaks; and
	(f) annual leave
	that are ordinarily included in the contracts of employees or workers (as appropriate) of the Client whether by collective agreement or otherwise and including (for the avoidance of doubt and without limitation) such terms and conditions that have become contractual by virtue of custom and practice, including copies of all relevant documentation;
“Remuneration”	includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Agency Worker for services rendered to or on behalf of the Client or any third party will be added to the salary in order to calculate the Employment Business’ fee;
“RT(WT)R”	means the Road Transport (Working Time) Regulations 2005;
“Temporary Work Agency”	means as defined in Schedule 1 of these Terms;
“Terms”	means these terms of business (including the attached schedules) together with any applicable Assignment Details Form;
“Transfer Fee”	means the fee payable in accordance with clause 9 below and Regulation 10 of the Conduct Regulations;
“Vulnerable Person”	means any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention, and includes any person under the age of eighteen; and
“Working Time”	means working time as defined as, and where applicable, by either the Working Time Regulations 1998 as amended (“WTR”) and/or the RT(WT)R , namely, time consisting of those periods during which the Agency Worker is at his/her workstation at the disposal of the Client and exercising his/her functions or activities, and that such periods of time are devoted to road transport activities, such as driving, loading, and unloading, assisting passengers boarding the vehicle, cleaning and maintenance of the vehicle, and all other work intended to enhance the safety of the vehicle, cargo and passengers or to fulfil the legal or regulatory obligations directly linked to the specific transport operations;
“WTR”	means the Working Time Regulations 1998.

- 1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 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 constitute the contract between the Employment Business and the Hirer for the supply of a/the Agency Worker's services by the Employment Business to any Client and are deemed to be accepted by the Hirer by virtue of its request for, interview with or Engagement of the Agency Worker or the passing of any information about the Agency Worker to any third party following an Introduction.
- 2.2. These Terms contain the entire agreement between the parties (together with the content of any written Order Confirmation) and unless otherwise agreed in writing by the Director/Proprietor of the Employment Business these Terms of Business prevail over any terms of business or purchase conditions put forward by the Hirer.
- 2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Hirer and are set out in writing and a copy of the varied terms is given to the Hirer stating the date on or after which such varied terms shall apply.
- 2.4. The Employment Business shall act as an Employment Business (as defined in Section 13(3) of the Employment Agencies Act 1973) when Introducing Agency Workers for Assignments with the Client.

3. CHARGES

- 3.1. The Hirer agrees to pay the Charges as notified to and agreed with the Client. The Charges are calculated according to the number of hours worked by the Agency Worker (to the nearest quarter hour) and comprise but are not limited to the following:
 - 3.1.1. the Agency Worker's hourly rate of pay;
 - 3.1.2. an amount equal to any paid holiday leave to which the Agency Worker is entitled under the WTR and, where applicable, the AWR and which is accrued during the course of an Assignment;
 - 3.1.3. any other amounts to which the Agency Worker is entitled under the AWR where applicable;
 - 3.1.4. employer's National Insurance contributions;
 - 3.1.5. 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;
 - 3.1.6. the Employment Business' commission, which is calculated as a percentage of the Agency Worker's hourly rate; and
 - 3.1.7. the minimum period of hire is 8 hours per day.
- 3.2. The Client agrees to pay the Employment Business' charges in respect of the number of hours worked by the Agency Worker. For the avoidance of doubt, the number of hours worked by the Agency Worker during the week comprises of the total number of hours Working Time and where applicable the total number of hours spent as Periods of Availability as defined under the RT(WT)R.
- 3.3. The Employment Business reserves the right to vary the Charges agreed with the Client, by giving written notice to the Client:
 - 3.3.1 in order to comply with any additional liability imposed by statute or other legal requirement or entitlement, including but not limited to the AWR (if relevant); and/or
 - 3.3.2 if there is any variation in the Relevant Terms and Conditions
- 3.4. The charges are invoiced to the Client on a weekly basis and are payable within 14 days. As stated on the invoices there will be an interest charge, legal collection and administrative charges payable by the client on delayed payments.
- 3.5. In addition to the Charges, the Client will pay the Employment Business an amount equal to any bonus that the Client awards to the Agency Worker in accordance with clause 5.5 immediately following any such award and the Employment Business will pay any such bonus to the Agency Worker. For the avoidance of doubt, the Client will also pay any employer's National Insurance Contributions and the Employment Business' commission on the bonus (calculated using the same percentage rate as that used under clause 3.1.6) in addition to any bonus payable to the Agency Worker.
- 3.6. VAT is payable at the applicable rate on the entirety of the Charges and all sums payable under clause 3.4.
- 3.7. The Employment Business assumes responsibility for keeping and maintaining records of the Agency Worker's Working Time and night work under the RT(WT)R.
- 3.8. There are no rebates payable in respect of the charges of the Employment Business.
- 3.9. The Client's obligations under this clause 3 shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights.

4. PAY BETWEEN ASSIGNMENTS

- 4.1. This clause relates to circumstances where Agency Workers supplied by the Employment Business are engaged by it in accordance with Regulation 10 of the AWR.
- 4.2. The Client and the Employment Business agree that for Agency Workers whose Assignment lasts for a period of at least 6 months, the Employment Business shall assume liability for any pay (which will be the "minimum amount" as defined by and calculated in accordance with Regulations 10 and 11 of the AWR) that the Agency Worker becomes entitled to during any period under the contract the Agency Worker has with the Employment Business where the Agency Worker is not working temporarily for and under the supervision and direction of the Client but is available to work.
- 4.3. For all other Assignments with the Client, the Client and the Employment Business agree that the Client shall assume liability for any pay (which will be the "minimum amount" as defined by and calculated in accordance with Regulations 10 and 11 of the AWR) that the Agency Worker becomes entitled to during any period under the contract the Agency Worker has with the Employment Business where the Agency Worker is not working temporarily for and under the supervision and direction of the Client but is available to do so. The Employment Business agrees that it will take reasonable steps to seek suitable work (with any other hirer) for the Agency Worker during any period where the Agency Worker is not working for the Client but is available to work.

5. CLIENT OBLIGATIONS

- 5.1. To enable the Employment Business to comply with its obligations under the Conduct Regulations the Client undertakes to provide to the Employment Business details of the position which the Client seeks to fill, including the following:
 - 5.1.1. the type of work that the Agency Worker would be required to do;
 - 5.1.2. the location and hours of work;

- 5.1.3. the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Agency Worker to possess in order to work in the position;
- 5.1.4. any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
- 5.1.5. the date the Client requires the Agency Worker to commence the Assignment; and
- 5.1.6. the duration or likely duration of the Assignment.
- 5.2. The Client will assist the Employment Business in complying with the Employment Business' duties under the WTR 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 the WTR. If the Client requires the services of a Agency Worker for more than 48 hours in any week during the course of an Assignment, the Client must notify the Employment Business of this requirement before the commencement of the Assignment or at the very latest, where this is not reasonably practicable, before the commencement of the week in which the Client requires the Agency Worker to work in excess of 48 hours.
- 5.3. If the AWR apply to the Engagement, the Client will comply with its obligations under Regulation 12 (Rights of agency workers in relation to access to collective facilities and amenities) and 13 (Rights of agency workers in relation to access to employment) of the AWR.
- 5.4. To enable the Employment Business to comply with its obligations under the AWR, the Client undertakes, if requested, as soon as possible prior to the commencement of each Assignment and during each Assignment (as appropriate) and at any time at the Employment Business' request:
 - 5.4.1. to inform the Employment Business of any Calendar Weeks since 1 October 2011 in which the relevant Agency Worker has worked in the same or a similar role with the Client via any third party prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment which count or may count towards the Qualifying Period;
 - 5.4.2. if, since 1 October 2011, the Agency Worker has worked in the same or a similar role with the Client via any third party prior to the date of commencement of the relevant Assignment and/or works in the same or a similar role with the Client via any third party during the relevant Assignment, to provide the Employment Business with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by the Employment Business;
 - 5.4.3. to inform the Employment Business if, since 1 October 2011, the Agency Worker has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:
 - 5.4.3.1. completed two or more assignments with the Client;
 - 5.4.3.2. completed at least one assignment with the Client and one or more earlier assignments with any member of the Client's Group; and/or
 - 5.4.3.3. worked in more than two roles during an assignment with the Client and on at least two occasions worked in a role that was not the same role as the previous role;
 - 5.4.4. save where the Agency Worker will not complete the Qualifying Period during the term of the Assignment, to:
 - 5.4.4.1. provide the Employment Business with written details of the basic working and employment conditions the Agency Worker would be entitled to for doing the same job if the Agency Worker had been recruited directly by the Client as an employee or worker at the time the Qualifying Period commenced or with those of a Comparable Employee, such basic working and employment conditions being the Relevant Terms and Conditions;
 - 5.4.4.2. inform the Employment Business in writing whether the Relevant Terms and Conditions provided are those of a hypothetical directly recruited employee or worker or those of a Comparable Employee;
 - 5.4.4.3. if the Relevant Terms and Conditions provided are those of a Comparable Employee, provide the Employment Business with a written explanation of the basis on which the Client considers that the relevant individual is a Comparable Employee; and
 - 5.4.4.4. inform the Employment Business in writing of any variations in the Relevant Terms and Conditions made at any time during the relevant Assignment after the Qualifying Period commenced; and
 - 5.4.5. save where the Agency Worker will not complete the Qualifying Period during the term of the Assignment, to provide the Employment Business with written details of its pay and benefits structures and appraisal processes and any variations of the same.
- 5.5. In addition, for the purpose of awarding any bonus to which the Agency Worker may be entitled under the AWR, the Client will:
 - 5.5.1. integrate the Agency Worker into its relevant performance appraisal system;
 - 5.5.2. assess the Agency Worker's performance;
 - 5.5.3. provide the Employment Business with copies of all documentation relating to any appraisal of the Agency Worker, including without limitation written details of the outcome of any appraisal and the amount of any bonus awarded; and
 - 5.5.4. provide the Employment Business with all other assistance the Employment Business may request in connection with the assessment of the Agency Worker's performance for the purpose of awarding any bonus.
- 5.6. The Client will comply with all the Employment Business' requests for information and any other requirements to enable the Employment Business to comply with the AWR.
- 5.7. The Client warrants that:
 - 5.7.1. all information and documentation supplied to the Employment Business in accordance with clauses 5.4, 5.5 and 5.6 is complete, accurate and up-to-date; and
 - 5.7.2. it will, during the term of the relevant Assignment, immediately inform the Employment Business in writing of any subsequent change in any information or documentation provided in accordance with clauses 5.4, 5.5 and 5.6;
- 5.8. Without prejudice to clauses 10.7 and 10.8, the Client shall inform the Employment Business in writing of any:
 - 5.8.1. oral or written complaint the Agency Worker makes to the Client which is or may be a complaint connected with rights under the AWR; and

5.8.2. written request for information relating to the Relevant Terms and Conditions that the Client receives from the Agency Worker

as soon as possible but no later than 7 calendar days from the day on which any such oral complaint is made to or written complaint or request is received by the Client and the Client will take such action and give such information and assistance as the Employment Business may request, and within any timeframe requested by the Employment Business, in order to resolve any such complaint or to provide any such information in a written statement to the Agency Worker within 28 days of the Client's receipt of such a request in accordance with Regulation 16 of the AWR and the Client will provide the Employment Business with a copy of any such written statement.

5.9. The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Agency Worker for the Agency Worker to fill the Assignment.

6. INFORMATION TO BE PROVIDED

6.1. When Introducing an Agency Worker to the Client the Employment Business shall inform the Client:

6.1.1. of the identity of the Agency Worker;

6.1.2. that the Agency Worker has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment;

6.1.3. that the Agency Worker is willing to work in the Assignment; and

6.1.4. the Charges.

6.2. 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 Agency Worker is being Introduced for an Assignment in the same position as one in which the Agency 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.

6.3. The Employment Business assumes responsibility for keeping and maintaining records of the Agency Worker's Working Time and Night Work under the RT(WT)R.

7. TIME SHEETS

7.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of less than one week) the Client shall sign the Employment Business' Time Sheet verifying the number of hours worked by the Agency Worker during that week.

7.2. 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 Agency Worker because the Client disputes the hours claimed, the Client shall inform the Employment Business as soon as is reasonably practicable and shall cooperate 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 Agency Worker. Failure by the Employment Business to supply a signed time sheet does not absolve the Client of its obligation to pay the charges in respect of the hours worked.

7.3. 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 Agency Worker. In cases of unsuitable work the Client should apply the provisions of clause 12.1 below.

8. PAYMENT OF THE AGENCY WORKER

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

9. TRANSFER & INTRODUCTION FEES

9.1. In the event of the Engagement by the Client of a Agency Worker supplied by the Employment Business for an Assignment either (1) directly or (2) pursuant to being supplied by another employment business or introduction by the Client to a third party resulting in an Engagement by that or another third party, within either case either

9.1.1. The duration of the Assignment;

9.1.2. 14 weeks from the start of the First Assignment (each new assignment where there has been a break of more than 42 days (6 weeks) since the end of a previous Assignment shall also be considered to be the First Assignment for these purposes); or

9.1.3. 8 weeks from the day after the last day the Agency Worker worked on the Assignment

- the Client shall be entitled to or liable in either case, either to:

(a) (Subject to electing upon giving 7 days notice), an extended period of hire of the Agency Worker being 13 weeks during which the Client shall pay the current hourly charge agreed pursuant to clause 3.1 for each hour the Agency Worker is so employed or supplied; or

(b) pay a Transfer Fee calculated as follows: 15% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges agreed pursuant to clause 3.1 multiplied by 250 times. 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.

However, where the Client does not give such notice before the Agency Worker is engaged the parties agree that the Transfer Fee shall be due.

9.2. In the event that there is an Introduction of a Agency Worker to the Client which does not result in the supply of that Agency Worker by the Employment Business to the Client or introduction by the Client to a third party resulting in an Engagement by that or another third party, but which leads to an Engagement of the Agency Worker by the Client either directly or pursuant to being supplied by another employment business within 6 months from the date of Introduction the Client shall be entitled to or liable, in either case, either to:

9.2.1. (Subject to electing upon giving 7 days notice), a period of hire of the Agency Worker being 13 weeks during which the Client shall pay the hourly charges agreed pursuant to clause 3.1 above for each hour the Agency Worker is so employed or supplied; or

9.2.2. To pay an Introduction Fee calculated as follows: 15% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges agreed pursuant to clause 3.1 multiplied by 250 times. 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.

However, where the Client does not give such notice before the Agency Worker is engaged the parties agree that the Introduction Fee shall be due.

- 9.3. In the event that the Engagement of the Agency Worker is for a fixed term of less than 12 months, the fee in clause 9.1.2 or 9.2.2, calculated as a percentage of the Remuneration, will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Agency Worker within 3 months of the 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 sooner.
- 9.4. If the Client elects for an extended period of hire, as set out above, but before the end of such period Engages the Agency Worker supplied by the Employment Business either directly or pursuant to being supplied by another employment business or the Agency Worker chooses not to be supplied for an extended period of hire, the Introduction Fee calculated in accordance with clause 9.2.2 may be charged, reduced by such percentage to reflect the period of extended hire already undertaken by the Agency Worker and paid for by the Client.
- 9.5. In the event that a Agency Worker supplied to a Client is introduced by the Client to a third party which results in the Engagement of the Agency Worker by the third party within either
- 9.5.1. The duration of the Assignment;
- 9.5.2. 14 weeks from the start of the First Assignment (each new assignment where there has been a break of more than 42 days (6 weeks) since the end of the previous Assignment shall also be considered to be the First Assignment for these purposes); or
- 9.5.3. 8 weeks from the day after the last day the Agency Worker worked on the Assignment
- the Client shall be liable to pay a Transfer Fee calculated as follows: 15% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges agreed pursuant to clause 3.1 multiplied by 250 times 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.
- 9.6. VAT is payable in addition to any fee due.

10. LIABILITY

- 10.1. Whilst reasonable effort is made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Agency Workers and further to provide them in accordance with the Client's booking detail, no liability will be accepted by the Employment Business for any loss, expense, damage or delay arising from any failure to provide any particular Agency Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Agency Worker. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.
- 10.2. Agency Workers supplied by the Employment Business 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 Agency Worker, whether wilful, negligent or otherwise as though the Agency 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 WTR, RT(WT)R, 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 8 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Agency Worker during all Assignments.
- 10.3. The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Agency Worker and about any requirements imposed by law by any professional body, which must be satisfied if the Agency Worker is to fill the Assignment. For Agency Workers who are mobile workers working in operations subject to EU Drivers Hours Rules, the Client will assist the Employment Business in complying with the Employment Business's duties under EU Drivers Hours Rules and the RT(WT)R by supplying relevant information about the Assignment requested by the Employment Business including copies of tachograph charts for Agency Workers. Furthermore the Client agrees not do anything to cause the Employment Business to be in breach of its obligations under the EU Drivers Hours Rules and the RT(WT)R.
- 10.4. For Agency Workers who are Mobile Workers working in operations not subject to EU Drivers Hours Rules and Agency Workers who are not Mobile Workers, the Client will assist the Employment Business in complying with the Employment Business' duties under the WTR (as amended) 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 the WTR. Where the Client requires or may require the services of a Agency 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.
- 10.5. The Client undertakes that transport or fleet time schedules shall respect the requirements of EU Drivers Hours Rules and the RT(WT)R
- 10.6. 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 10.2 and 10.3 and/or as a result of any breach of these Terms by the Client.
- 10.7. The Client shall inform the Employment Business in writing of any AWR Claim which comes to the notice of the Client as soon possible but no later than 7 calendar days from the day on which any such AWR Claim comes to the notice of the Client.
- 10.8. If the Agency Worker brings, or threatens to bring, any AWR Claim, the Client undertakes to take such action and give such information and assistance as the Employment Business may request, and within any timeframe requested by the Employment Business and at the Client's own cost, to avoid, dispute, resist, mitigate, compromise or defend any such AWR Claim and to appeal against any judgment given in respect thereof.

11. SPECIAL SITUATIONS

- 11.1. Where the Agency 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 Vulnerable Person, the Employment Business will take all reasonably practicable steps to obtain and offer to provide to the Client:
- 11.1.1. Copies of any relevant qualifications or authorisations of the Agency Worker, and
- 11.1.2. Two references from persons not related to the Agency 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 Agency 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.

11.2. The Client shall advise the Employment Business at the time of instructing the Employment Business to supply an Agency Worker whether during the course of the Assignment, the Agency Worker will be required to work with, care for or attend one or more Vulnerable Persons or engage in activity or otherwise be working in a position covered by the Safeguarding Vulnerable Groups Act 2006 or the Protecting Vulnerable Groups (Scotland) Act 2007 as applicable.

11.3. The Client shall assist the Employment Business by providing any information required to allow the Employment Business to comply with its statutory obligations under the Safeguarding Vulnerable Groups Act 2006 or the Protecting Vulnerable Groups (Scotland) Act 2007 as applicable and to allow the Employment Business to select a suitable Agency Worker for the Assignment.

11.4. In particular in the event that the Client removes an Agency Worker from an Assignment in circumstances which would require the Employment Business to provide information to the Independent Safeguarding Authority (or the equivalent authority) under the Safeguarding Vulnerable Groups Act 2006 or the Protecting Vulnerable Groups (Scotland) Act 2007, the Client will provide sufficient information to the Employment Business to allow it to discharge its statutory obligations.

12. TERMINATION

12.1. The Client undertakes to supervise the Agency Worker sufficiently to ensure the Client's satisfaction with the Agency Worker's standards of workmanship. If the Client reasonably considers that the services of the Agency Worker are unsatisfactory, the Client may terminate the Assignment either by instructing the Agency Worker to leave the Assignment immediately, or by directing the Employment Business to remove the Agency Worker. In such circumstances the Client will provide, if requested, any information relating to poor performance, misconduct, or the reason for terminating the Assignment including but not limited to copies of policies, procedures, internal and external correspondence relating to the alleged misconduct/ poor performance or reason for termination. The Employment Business may, in such circumstances, reduce or cancel the charges for the time worked by that Agency Worker, provided that the Assignment terminates: -

12.1.1. within four hours of the Agency Worker commencing the Assignment where the booking is for more than seven hours; or

12.1.2. within two hours for bookings of seven hours or less and also provided that notification of the unsuitability of the Agency Worker is confirmed in writing to the Employment Business within 48 hours of the termination the Assignment.

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

12.3. The Client shall notify the Employment Business immediately and without delay and in any event within 24 hours if the Agency Worker fails to attend work or notifies the Client that the Agency Worker is unable to attend work for any reason.

12.4. The Employment Business shall notify the Client immediately if it receives or otherwise obtains information, which gives it reasonable grounds to believe that a Agency Worker supplied to the Client is unsuitable for the Assignment, and shall terminate the Assignment under the provisions of clause 12.2.

13. 'O' LICENSED VEHICLES

For the purposes of this clause 13, the following additional terms relate to the supply of Agency Workers as drivers of 'O' Licensed vehicles (referred to as "Temporary Drivers").

13.1. Temporary Drivers are supplied by the Employment Business on the strict understanding that the Client holds an operator's licence under the Goods Vehicle (Licensing of Operators) Act 1995 when required.

13.2. For the avoidance of doubt, and pursuant to the provisions of the Goods Vehicles (Licensing of Operators) Act 1995, upon the Employment Business providing the Client with a Agency Worker, that Agency Worker shall become the servant of the Client and shall be deemed to be using the Client's vehicles pursuant to the Client's operator's licence.

13.3. As far as is possible, the Employment Business will check references of Temporary Drivers and will examine driving licences and permits; notwithstanding this, the Client agrees to take direct responsibility for all statutory duties where applicable for checking and monitoring driving licences and permits, Temporary Drivers' hours records, the issue and collection of tachograph charts, maintenance and safety of vehicles, Health and Safety Regulations, and Road Traffic and liability insurances, including but not limited to fully comprehensive insurance for the vehicle to be driven and its contents.

13.4. The Client shall on request permit the Employment Business to inspect and take copies of its operator's licence, policies of insurance for the vehicles to be driven by the Temporary Driver, and time records created and maintained by or for the Client relating to any driver supplied to the client by the Employment Business.

13.5. To assist clients in complying with the relevant provisions of the Goods Vehicle (Licensing of Operators) Act 1995, the Employment Business agrees to provide the Client upon request with such information as is available to the Employment Business about any driving assignments carried out by the Temporary Driver in the seven days immediately preceding the commencement of an Assignment with the Client, provided the Temporary Driver shall have worked for a client of the Employment Business during those seven days.

14. CONFIDENTIALITY AND DATA PROTECTION

14.1. All information relating to a Agency Worker is confidential and subject to the Data Protection Laws and is provided solely for the purpose of providing work-finding services to the Client. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times.

14.2. The Employment Business undertakes to keep confidential all Relevant Terms and Conditions that the Client discloses to the Employment Business and not to use such information except for the purposes of compliance with the AWR (including, for the avoidance of doubt and without limitation, when dealing with any request for information or complaint made by any Agency Worker or any AWR Claim).

14.3. Information relating to the Employment Business' business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

15. NOTICES

All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be

deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

16. SEVERABILITY

If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining Terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

17. LAW

These Terms are governed by the law of the country and the exclusive jurisdiction of the Courts of the country in which the Employment Business has its operational address.

I confirm having read the contents of the attached Terms & Conditions and accept the same

Date: _____ Time: _____ Signature: _____

Fax Received on (Fax No.): _____ Print Name: _____

Company Name _____ Position in Company _____

SCHEDULE 1: "COMPARABLE EMPLOYEE" , "QUALIFYING PERIOD" and "TEMPORARY WORK AGENCY"

"Comparable Employee" means as defined in Regulation 5(4) of the Agency Workers Regulations 2010 being an employee of the Client who:

- (a) works for and under the supervision of the Client and is engaged in the same or broadly similar work as the Agency Worker having regard, where relevant, to whether the employee and the Agency Worker have a similar level of qualification and skill; and
- (b) works or is based at the same establishment as the Agency Worker or, where there is no comparable employee working or based at that establishment who satisfies the requirements of (a) above, works or is based at a different establishment and satisfies those requirements.

For the purpose of the definition of "Qualifying Period" in clause 1.1 of these Terms, when calculating whether any weeks completed with the Client count as continuous towards the Qualifying Period, where:

- (a) the Agency Worker has started working during an assignment and there is a break, either between assignments or during an assignment, when the Agency Worker is not working;
- (b) the break is:
 - (i) for any reason and not more than six Calendar Weeks;
 - (ii) wholly due to the fact that the Agency Worker is incapable of working in consequence of sickness or injury and the break is 28 Calendar Weeks or less; paragraph (iii) does not apply; and, if required to do so by the Employment Business, the Agency Worker has provided such written medical evidence as may reasonably be required;
 - (iii) related to pregnancy, childbirth or maternity and is at a time in a protected period, being a period beginning at the start of the pregnancy and ending at the end of the 26 weeks beginning with childbirth (being the birth of a living child or the birth of a child whether living or dead after 24 weeks of pregnancy) or, if earlier, when the Agency Worker returns to work;
 - (iv) wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Agency Worker is otherwise entitled which is:
 - i. ordinary, compulsory or additional maternity leave;
 - ii. ordinary or additional adoption leave;
 - iii. ordinary or additional paternity leave;
 - iv. time off or other leave not listed in paragraphs (iv)i, ii, or iii above; or
 - v. for more than one of the reasons listed in paragraphs (iv)i, ii, iii to iv above;
 - (v) wholly due to the fact that the Agency Worker is required to attend at any place in pursuance to being summoned for service as a juror and the break is 28 Calendar Weeks or less;
 - (vi) wholly due to a temporary cessation in the Client's requirement for any worker to be present at the establishment and work in a particular role for a pre-determined period of time according to the established custom and practices of the Client;
 - (vii) wholly due to a strike, lock-out or other industrial action at the Client's establishment; or
 - (viii) wholly due to more than one of the reasons listed in paragraphs (ii), (iii), (iv), (v), (vi) or (vii); and
- (c) the Agency Worker returns to work in the same role with the Client, any weeks during which the Agency Worker worked for the Client before the break shall be carried forward and treated as counting towards the Qualifying Period with any weeks during which the Agency Worker works for the Client after the break. In addition, when calculating the number of weeks during which the Agency Worker has worked, where the Agency Worker has started working in a role during an Assignment and is unable to continue working for a reason described in paragraph (b)(iii) or (b)(iv)i., ii, or iii., for the period that is covered by one or more such reasons, the Agency Worker shall be deemed to be working in that role with the Client for the original intended duration or likely duration of the relevant Assignment, whichever is the longer. For the avoidance of doubt, time spent by the Agency Worker working during an assignment before 1 October 2011 does not count for the purposes of the definition of "Qualifying Period".

"Temporary Work Agency" means as defined in Regulation 4 of the AWR being a person engaged in the economic activity, public or private, whether or not operating for profit, and whether or not carrying on such activity in conjunction with others, of:

- (a) supplying individuals to work temporarily for and under the supervision and direction of Clients; or
- (b) paying for, or receiving or forwarding payment for, the services of individuals who are supplied to work temporarily for and under the supervision and direction of Clients.

Notwithstanding paragraph (b) of this definition a person is not a Temporary Work Agency if the person is engaged in the economic activity of paying for, or receiving or forwarding payments for, the services of individuals regardless of whether the individuals are supplied to work for Clients. For the purpose of this definition, a "Client" means a person engaged in economic activity, public or private, whether or not operating for profit, to whom individuals are supplied, to work temporarily for and under the supervision and direction of that person.