

TERMS AND CONDITIONS OF BUSINESS
(For the introduction of temporary workers)

1. These Terms and Conditions are between Alchemy Recruitment Limited (the Employment Business) and the hirer hiring the temporary worker hereinafter called the Client (which term shall include all subsidiary and associated companies firms and associations). The Employment Business acts as an employment business in the introduction and supply of temporary workers (as such terms are defined in the Employment Agencies Act 1973) and any temporary workers introduced or supplied are not to be regarded as employees of the Employment Business.

2. These Terms and Conditions are deemed to be accepted by the Client by virtue of a request for an introduction, or the signing of the Terms and Conditions, or the interview or engagement by the Client (which term includes employment or use, whether under a contract of service or for services or under an agency, licensee, franchise or partnership agreement) of a temporary worker (hereinafter called a 'Temporary Worker') introduced by the Employment Business. An "introduction" includes an interview and/or the acceptance of a CV or Temporary Worker's details, via the post, e-mail, facsimile or communications.

3. All introductions and Temporary Workers' details are confidential and are supplied to the Client on the understanding that it will keep the information confidential and not disclose it to any third party without the prior written consent of the Employment Business.

4. The Employment Business will not make any introduction or supply of Temporary Workers to the Client until the Client has supplied it with the following information:-

- (a) details confirming the Client's personal and corporate identity and the nature of its business;
- (b) the proposed start date for a Temporary Worker and the likely duration of the work;
- (c) the position the Client is seeking to fill, together with a summary of the type of work the Temporary Worker would be required to do, the location and hours at which he would be expected to work, details of any potential health and safety risks and any steps the Client has taken to limit such risks including copies of any and all relevant risk assessments undertaken by the Client in respect of the position it is seeking to fill;
- (d) details of the experience, training, qualifications and any authorisations required to be possessed by the Temporary Worker (either as required by law or a professional body, or as the Client considers necessary);
- (e) any expenses payable by or to the Temporary Worker;
- (f) written confirmation from the Client, signed by an authorised representative, confirming that it is aware of all the legal and/or professional requirements to be satisfied before the Temporary Worker can be supplied or engaged, together with confirmation that the supply by the Employment Business to it of Temporary Workers will not be detrimental to its interests; and
- (g) written confirmation from the Client, signed by an authorised representative,

confirming that it authorises the Employment Business to disclose any and all information provided by it under this clause 4 to such of the Employment Business' officers and employees as the Employment Business shall see fit, and authorising the Employment Business and such officers and employees to disclose any of the information to Temporary Workers introduced or supplied by the Employment Business.

5. The Client agrees to pay the hourly charges of the Employment Business advised at the time of the booking or, if no charge is advised, such amount as is in accordance with the Employment Business' scale of charges in force from time to time. The Client agrees to verify and sign the Employment Business' time sheets each week. Signature of such time sheets by the Client may be deemed to be acceptance that the Temporary Worker's services have been provided for the hours indicated on the time sheets and that such services have been satisfactory. Travelling, hotel, or other expenses as may be agreed with the Client shall be itemised on the Employment Business's invoice in addition to this charge. Details of charges are available on application and are calculated on an hourly basis at rates varying according to the number of hours required in any one week. VAT will be charged in addition.

6. Charges which largely represent remuneration paid, are invoiced weekly and payable immediately and in any event within 7 days of the date of the invoice.

7. The right is reserved in respect of any invoice not paid within 30 days to charge interest (without prior notification) and to recover debt recovery costs in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (from time to time amended) as amended by the Late Payment of Commercial Debts (Interest) Regulations 2002. Payment must be made without deduction or set-off. All costs, charges and expenses incurred by the Employment Business in recovering any outstanding amount shall be paid by the Client on a full indemnity basis.

8. The Employment Business assumes responsibility for payment of remuneration, deduction and payment of all statutory contributions in respect of Earnings Related Insurance, National Insurance contributions and the administration of schedule E Income Tax (PAYE), applicable to the Temporary Worker as required by law.

9. If, following the introduction or introduction and supply to the Client by the Employment Business (acting as an employment business) of a Temporary Worker the Client agrees to an engagement of that worker (except directly through the Employment Business on these terms and conditions) or the Client or a member of its staff refers that worker to some other person body firm or corporation resulting in an engagement by or through that person body firm or corporation it must notify the Employment Business and it must:-

(a) where a worker has been introduced to the Client but not supplied by the Employment Business, and there is an engagement of the worker either directly by the Client or through another employment business, and:

(i) where that worker is to be engaged in a permanent capacity and the total remuneration is known to the Employment Business, either pay to the Company a fee as set out in clause 9(e) OR allow the Employment Business

to supply that worker to the Client on these Terms and Conditions for a fixed period of 26 weeks (where the worker works for a minimum of 37.5 hours each week), or

- (ii) where the worker is to be used in a permanent capacity and the total remuneration is not known to the Employment Business, or where that worker is not to be used in a permanent capacity, either pay to the Employment Business a fee equal to 300 times the Company's standard hourly rate for that category of worker OR allow the Company to supply that worker to the Client on these terms and conditions for a fixed period of 26 weeks (where the worker works for a minimum of 37.5 hours each week);
- (b) where a worker has been introduced to the Client but not supplied by the Employment Business, and there is an engagement of the worker by a third party to whom the Client has introduced the worker; and
 - (i) where the worker is to be engaged in a permanent capacity and the total remuneration is known to the Employment Business, pay to the Employment Business a fee as set out in clause 9(e);
 - (ii) where the worker is to be engaged in a permanent capacity and the total remuneration is not known to the Employment Business or where that worker is not to be used in a permanent capacity, pay to the Employment Business a fee equal to 300 times the Employment Business' standard hourly rate for that category of worker;
- (c) where a worker has been introduced and supplied to the Client by the Employment Business and there is an engagement of the worker either directly by the Client or through another employment business and:
 - (i) where the worker is to be engaged in a permanent capacity and the total remuneration is known to the Employment Business, either pay to the Employment Business a fee as set out in clause 9(e) OR allow the Employment Business to supply that worker to the Client on these Terms and Conditions for a fixed period of 26 weeks (where the worker works for a minimum of 37.5 hours each week);
 - (ii) where the worker is to be engaged in a permanent capacity and the total remuneration is not known to the Employment Business, or where that worker is not to be used in a permanent capacity, either pay to the Employment Business a fee equal to 300 times the Employment Business' standard hourly rate for that category of worker OR allow the Employment Business to supply that worker to the Client on these Terms and Conditions for a fixed period of 26 weeks (where the worker works for a minimum of 37.5 hours each week);
- (d) where a worker has been introduced and supplied to the Client by the Employment Business and there is an engagement of the worker by a third party to whom the Client has introduced the worker, and;

- (i) where the worker is to be engaged in a permanent capacity by that third party and the total remuneration is known to the Employment Business, pay to the Employment Business a fee as set out in clause 9(e); or
- (ii) where the worker is to be engaged in a permanent capacity and the total remuneration is not known to the Employment Business or where that worker is not to be used in a permanent capacity, pay to the Employment Business a fee equal to 300 times the Employment Business' standard hourly rate for that category of worker;

PROVIDED ALWAYS for the purposes of clauses 9(c) and (d) that the Client shall not be required to pay a fee or take an extended period of hire of that worker if the engagement takes place after the later of 8 weeks from the end of any earlier period of supply, or 14 weeks from the start of the first period of supply. Any gap of six weeks or less between periods of supply shall be included within the 14 week period, but where there is a gap of more than 6 weeks between periods of supply, the start date for the 14 week period shall be the start date of the next period of supply following the said gap of more than 6 weeks.

- (e) The fee payable for the purposes of this clause 9 is based on the gross annual remuneration of the worker (which term shall include the value of all other benefits including bonus and pension contributions) (including any PRP or commission) and may be adjusted in accordance with the duration of the assignment. The Employment Business has discretion to give a discount from the applicable fee, but any such discount shall be revoked if payment is not received within 14 days of the date of invoice.

The fee shall be:

<u>Assignment length</u>	<u>Percentage of gross annual remuneration</u>
1-16 weeks	17.5-20% (dependent upon salary as set out in permanent terms and conditions)
17-26	15%
27-52	12.5%

No refund of this fee will be made if the engagement subsequently terminates

10. Where the circumstances outlined in Clause 9(a) or (c) apply and the Client has chosen to allow the Employment Business to supply the worker to it for a fixed period of 26 weeks (where the worker works for a minimum of 37.5 hours each week), rather than pay a fee, and where the supply of that worker does not in fact continue for the whole of that fixed period and the fact that the supply did not continue for the whole of that fixed period is not the fault of the Employment Business, the Client shall be liable for a fee calculated in accordance with clause 9(e). The Employment Business retains its discretion to adjust the applicable fee pro rata to the actual period of supply.

11. If the Client breaches any of these Terms and Conditions then the Employment Business reserves the right to forthwith withdraw any Temporary Worker supplied to the Client without any liability being incurred on the Employment Business' part.

12. Whilst every effort is made by the Employment Business to ensure reasonable standards of skills, integrity and reliability from Temporary Workers and further to provide them in accordance with booking details, no liability will be accepted by the Agency for any loss, expense, damage or delay arising from any failure to provide any particular Temporary Worker for all or part of the period of the booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker provided, save that nothing in these Terms and Conditions shall be construed so as to exclude any liability of the Employment Business to the Client for death or personal injury arising out of the negligence of the Employment Business.

13. The Client undertakes to supervise the Temporary Worker(s) assigned to him sufficiently to ensure the Client's satisfaction with reasonable standards of workmanship, but if the services of the Temporary Worker prove to be unsatisfactory, the Employment Business may at its discretion reduce or cancel the charge for the time worked by that Temporary Worker provided that the Temporary Worker leaves that assignment immediately and that the Client notifies the Employment Business of such termination within four hours of the Temporary Worker commencing duties where the booking is for more than seven hours, or within two hours for a booking of seven hours or less. Confirmation of such notification must be made in writing and must be received by the Employment Business within 7 days of the termination.

14. Temporary Workers provided by the Employment Business are provided under contracts for services and are deemed to be under the direction and control of the Client from the time the Temporary Worker reports to take up duties and for the duration of the assignment and the Client agrees to be responsible for all acts, errors and omissions be they wilful, negligent or otherwise as though the Temporary Worker were on the payroll of the Client and the Client will in all respects comply with all statutes, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff, including in particular the provision of adequate Employer's and Public liability Insurance cover for the Temporary Worker during all assignments, but excluding the matters specifically mentioned in paragraph 5 above.

15. The Client shall indemnify the Employment Business against all and any claims and liabilities howsoever arising in respect of any loss injury damage costs expenses or delays suffered or incurred by a Temporary Worker howsoever caused (whether arising out of the Client's acts omissions or otherwise) and against all and any claims made by any third party (arising from the Client's acts omissions or otherwise) and against all and any claims made by any third party arising directly or indirectly or in any way connected with the introduction or supply of a Temporary Worker to the Client or the acts or omissions of any such Temporary Worker whether wilful reckless fraudulent negligent dishonest or otherwise. The Client shall also indemnify the Employment Business against all and any claims made by any Temporary Worker supplied to the Client arising from or relating to The Working Time Regulations 1998.

16. No variations to these Terms and Conditions are valid and binding without the written consent of a Director of the Employment Business.

17. On receiving a request for a supply of a Temporary Worker the Employment Business will endeavour to supply a suitable worker to the Client from its register. The Employment Business however will not be responsible for the accuracy of any information supplied to the Client in respect of any Temporary Worker save in respect of any legal obligation on the Employment Business to provide the Client with updated information where the same has been provided to or obtained by the Employment Business.

18. The Client is responsible for ensuring that it holds any necessary licences, permits and consents etc for any work a Temporary Worker is required to do and in relation to any place where that work is to be carried out.

19. The Client is responsible for ensuring that any Temporary Worker supplied by the Employment Business has the necessary qualifications licences capability integrity and suitability for the purpose for which they are required other than where it is required by law that the Employment Business obtains evidence of qualifications licences capability integrity and suitability.

20. The Employment Business does not warrant the ability of any Temporary Worker. Whilst the Employment Business will endeavour to provide a Temporary Worker for the period of a booking this cannot be guaranteed for all or any part of the period and no liability shall attach to the Employment Business for the failure to supply a worker for part of or the whole of the period of a booking.

21. The Client is responsible for ensuring compliance with all health and safety and other legislation relating to any assignment and the supervision direction and control of any Temporary Worker supplied to it. Accordingly any insurance cover should be arranged directly by the Client. The Client agrees that for the purpose of the Working Time Regulations 1998 all Temporary Workers supplied to it are to be treated by it as if they were its employees for the purpose of those Regulations and that you will at all times fully comply with those Regulations in respect of those Temporary Workers. Any duty or liability to Temporary Workers arising from the Regulations shall be the Client's sole duty and liability.

22. If within twelve months of the Client asking the Employment Business to supply Temporary Workers to it or within twelve months of the completion by a Temporary Worker of his assignment with the Client or the engagement of a permanent candidate by the Client (whichever shall be the later) it agrees to engage any person who is or was during that period an employee of the Employment Business then it will become liable for a fee calculated in accordance with the provisions of clause 9(e). No rebate shall apply in respect of any such fee charged.

23. Where the Employment Business is acting as an employment business it cannot and will not act as the Client's agent in entering into contracts on its behalf with workers in any circumstances.

24. The Client agrees, forthwith upon demand, to provide the Employment Business with complete and accurate written details of any Temporary Worker's total remuneration and the

Client hereby warrants that any such details it provides are and will be complete and accurate.

25. Where the Temporary Worker to be supplied will be supplied through the medium of a limited company contractor and that limited company contractor has not given notice to the Employment Business that it and the person or persons to be supplied by it wish to opt out of the application to them of the Conduct of Employment Agencies and Employment Businesses Regulations 2003/3319 these Terms and Conditions shall be construed as if each reference to a Temporary Worker includes a reference to any person or persons supplied by the Temporary Worker to carry out the work.

26. These Terms and Conditions shall be governed by and be construed in accordance with the laws of England and Wales and the Client submits to the non-exclusive jurisdiction of the courts of England and Wales in relation to any claim or matter arising out of these Terms and Conditions.

27. These Terms and Conditions are valid from June 2004 and supersede and replace all previous terms and conditions of the Company.

We hereby accept the Employment Business' terms and conditions of business as detailed above;

Client.....

Address.....

Signed.....Dated.....

Print Name.....Position with Client