Schedule 1 – Standard Terms of Business

(Company registration number: 16053803) ("the Company") Registered Address: 5 Carlton Court, Leeds, West Yorkshire, LS12 6LT

The Contract
The information contained in this document, the Assignment Details Form(s), the Company's standard terms and conditions (which have been provided with this document and/or which are available to download from (www.jdr.co.uk) and any other document referred to therein and any variations agreed to, or provided to the Client, by the Company in writing shall represent the entire agreement between the Client and the Company ("the Contract"), to the exclusion of any other terms and conditions.
Declaration by, or on behalf of, the Client
I hereby confirm that I have the requisite authority to sign this declaration and to enter into the Contract on behalf of the Client. I confirm, on behalf of the Client, that the information provided to the Company to date is true and accurate and no material fact has been omitted or misrepresented. I confirm that I, acting on behalf of the Client, have carefully read and understood the Company's standard terms and conditions (in particular Conditions 4, 7, 9 and 10) and acknowledge and agree that the Company's standard terms and conditions (and any Additional Terms) form part of the Contract between the Client and the Company. I, acting on behalf of the Client, acknowledge and agree that the Client agrees to be bound by the terms and conditions of the Contract, as indicated by the signature below. I acknowledge, on behalf of the Client, that the Client has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in writing as part of the Contract. I acknowledge and agree, on behalf of the Client, that the Contract shall commence upon the signature of this document by the Company or, if earlier, in accordance with Condition 2.4, by the Engagement of Personnel by the Client ("Commencement Date"). Signed on behalf of the Client: …… Date: ……
Signatures

Signed by, or on behalf of, the Client	**Signed on behalf of the Company**
Signature:	Signature:

Name:	Name:
Position:	Position:
Date:	Date:

STANDARD TERMS OF BUSINESS FOR SUPPLYING TEMPORARY STAFF SERVICES

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions the following definitions, unless the context requires otherwise, shall apply:

"Additional Terms" means any terms varying or adding to the Conditions that are included within the Assignment Details Form or otherwise agreed to in writing by the Company;

"Agency Workers Regulations" means the Agency Workers Regulations 2010;

"Assignment" means the services to be performed by the Personnel for the

Client for a period of time during which the Personnel is supplied by the

Company to work temporarily for and under the supervision of the Client; "Assignment Details Form" means written confirmation of the Assignment details agreed with the Client prior to the commencement of an Assignment; "AWR Claim" means any claim or complaint to a tribunal or court made by or on behalf of the Personnel against the Company and/or the Client for any breach of the Agency Workers Regulations;

"Calendar Week" means any period of 7 days starting with the same day as the first day of the First Assignment;

"Charges" means the normal charges for the supply of the Personnel as set out in Condition 7.1, the Assignment Details Form, in any Additional Terms and/or as otherwise confirmed in writing by the Company and as may be varied from time to time in accordance with these Conditions;

"Client" means the person, firm or corporate body, together with any subsidiary or associated person, firm or other corporate body (as the case may be) to whom the Personnel is Introduced and/or Engaged;

"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; "Commencement Date" means the date of the Contract in relation to the relevant Personnel and for the avoidance of doubt all the provisions of these Conditions shall be deemed to become effective at this date;

"Company" means JDR Recruitment Limited (company registration number:
16053803) of 5 Carlton Court, Leeds, West Yorkshire, LS12 6LT;

"Comparable Employee" means, as defined in Regulation 5(4) of the Agency Workers Regulations, 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 Personnel having regard, where relevant, to whether the employee and the Personnel have a similar level of qualification and skill; and (b) works or is based at the same establishment as the Personnel 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.

"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 Company or the Client or their business or affairs (including but not limited to these Conditions, data, records, reports, agreements, software, programs, specifications, knowhow, 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 Personnel or any third party in relation to the Assignment by the Client or the Company or by a third party on behalf of the Client whether before or after the Commencement Date together with any reproductions of such information in any form or medium or any part(s) of such information; "Contract" means any contract between the Company and the Client for the supply of Personnel to the Client by the Company in accordance with and subject to the Conditions, the Assignment Details Form and any Additional Terms;

"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 entity in question, whether through the ownership of voting capital, by contract or otherwise, and "Controls" and "Controlled" shall be read and 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 Personnel by the Client or any third party to whom the Personnel has been introduced by the Client, directly or indirectly, on a permanent or temporary basis, whether under a contract of service or for services, and/or through a company of which the Personnel is an officer, employee or other representative, an agency, license, franchise or partnership arrangement, or any other engagement; and "Engage", "Engages" and "Engaged" shall be construed accordingly;

"First Assignment" means (a) the relevant Assignment; or (b) if, prior to the relevant Assignment: (i) the Personnel has worked in any assignment in the same role with the relevant Client as the role in which the Personnel 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 Personnel 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); "Introduction" means (a) the passing to the Client, or any third party (including any Temporary Work Agency) to whom the Personnel has been introduced by the Client, directly or indirectly, of a curriculum vitae or information which identifies the Personnel; or (b) the interview of the Personnel (in person or by telephone or by any other means) following the Client's instruction to the Company to supply a temporary worker by the Client or by any third party (including any Temporary Work Agency) to whom the Personnel has been introduced by the Client, directly or indirectly; and "Introduced" and "Introducing" shall be construed accordingly;

"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, reputation or goodwill, management time and reasonable legal fees (on an indemnity basis)) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;

"Personnel" means the person or limited company (including any officer, employee or agent thereof) who is Introduced to and/or Engaged by the Client via the Company or who is Introduced to and/or Engaged by any third party (including any Temporary Work Agency) to whom the Personnel has been introduced by the Client, directly or indirectly;

"Qualifying Period" means 12 continuous Calendar Weeks during the whole or part of which the Personnel 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. When calculating whether any weeks completed with the Client count as continuous towards the Qualifying Period, where: (a) the Personnel has started working during an assignment and there is a break, either between assignments or during an assignment, when the Personnel is not working and the break in the assignment is: (i) for any reason and under 6 Calendar Weeks; (ii) wholly due to the fact that the Personnel is incapable of working in consequence of sickness or injury and the break is 28 Calendar Weeks or less (where paragraph (iii) does not apply); and, if required to do so by the Company, the Personnel 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 Personnel returns to work; (iv) wholly for the purpose of taking time off or leave, whether statutory or contractual, to which the Personnel 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 Personnel 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 predetermined 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); (b) the Personnel returns to work in the same role with the Client, any weeks during which the Personnel 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 Personnel works for the Client after the break. In addition, when calculating the number of weeks during which the Personnel has worked, where the Personnel has started working in a role during an Assignment and is unable to continue working for a reason described in paragraph (a)(iii) or (a)(iv)i., ii, or iii., for the period that is covered by one or more such reasons, the Personnel 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 Personnel working during an assignment before 1 October 2011 does not count for the purposes of the definition of "Qualifying Period". Where the Personnel ceases working in the same role for 6 Calendar Weeks or more for any reason not covered above then the qualifying clock shall cease for the purposes of the Qualifying Period, as shall also be the case when the Personnel takes up a new assignment with a new client or a different role with the same Client.

"Relevant Period" means (a) the period of 8 weeks commencing on the day after the last day on which the Personnel worked for the Client having been supplied by the Company; or (b) the period of 14 weeks commencing on the first day on which the Personnel worked for the Client having been supplied by the Company or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment;

"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; "Temporary Work Agency" means as defined in Regulation 4 of the Agency Workers Regulations, 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.

"Transfer Fee" means the fee payable by the Client to the Company in accordance with these Conditions and by virtue of Condition 9 below and Regulation 10 of the Conduct Regulations; and "Working Time Regulations" means the Working Time Regulations 1998.

1.2 Any reference, express or implied, to any statute, statutory provisions or any enactment includes a reference to that statute, statutory provision or enactment as amended, extended, re-enacted, replaced or applied by or under any other statute, statutory provision or enactment (whether before or after the Commencement Date) and all subordinate legislation (if any) made under such from time to time. The headings in these Conditions are inserted only for convenience and shall not affect its construction. References to Conditions are to the provisions in these Conditions.

1.3 Unless the context otherwise requires, references to the singular include the plural, references to the masculine include the feminine and neuter and, in each case, vice versa.

2. APPLICATION OF CONDITIONS

2.1 Subject to Condition 2.2, the Conditions shall apply to all Contracts to the exclusion of all other terms and conditions. No terms or conditions of the Client (whether endorsed on, delivered with, or contained in the Client's request for supply or any other documents sent by the Client) shall form part of any Contract and any attempt by the Client to exclude, vary or limit any Conditions shall be void.

2.2 Any variation to the Conditions shall have no effect and shall not form part of the Contract unless agreed to, or set out, in writing by the Company.

2.3 A request for an Introduction and/or Engagement of Personnel from the Client to the Company shall be deemed to be an offer, subject to these Conditions, and any oral or written acceptance by the Company of such an offer or the Introduction of Personnel to the Client by the Company (whichever is the earlier) shall be deemed to constitute acceptance.

2.4 A binding Contract shall be deemed to come into existence when the Company confirms acceptance of the Client's offer in accordance with Condition 2.3 or, if earlier, by the Company providing an Assignment Details Form and/or the Client Engaging the Personnel;

3. OBLIGATIONS OF THE COMPANY

3.1 The Company shall use all reasonable endeavours to supply such Personnel as may be required by the Client at any of its premises, as agreed between the Parties from time to time.

3.2 The Company agrees to ensure reasonable standards of skill, integrity and reliability from the Personnel and to provide them in accordance with the Client's stated requirements. However, subject to Condition 10, no liability will be accepted by the Company for any loss, expense, damage or delay arising from any failure to provide any particular Personnel or from the negligence, dishonesty, misconduct or lack of skill of the Personnel or if the Personnel terminates the Assignment for any reason.

3.3 The Company shall ensure, so far as it is reasonably able to do so, that the Personnel shall be supplied at such times as the Client may reasonably require during normal office hours or as otherwise agreed in writing between the Parties.

3.4 The Company shall be responsible for the payment of remuneration, deduction and payment of all statutory contributions in respect of National Insurance Contributions and PAYE Income Tax to the Personnel pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and any other amounts required by law.

3.5 When making an Introduction of Personnel to the Client the Company shall inform the Client of the identity of the Personnel; the Charges; that the Personnel 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 Personnel will be employed by the Company under a contract of service or apprenticeship or a contract for services; and that the Personnel is willing to work in the Assignment.

3.6 Where the information set out in Condition 3.5 is not given in paper form or by electronic means it shall be confirmed by such means by the end of the 3rd business day (excluding Saturday, Sunday and any public or Bank holiday) following, save where the Personnel is being Introduced for an Assignment in the same position as one in which the Personnel has previously been supplied within the previous 5 business days and such information has already been given to the Client, unless the Client requests that the information be resubmitted.

4. OBLIGATIONS OF THE CLIENT

4.1 To enable the Company to comply with its obligations under the Conduct Regulations the Client undertakes to provide to the Company details of the position which the Client seeks to fill, including the following:

4.1.1 the type of work that the Personnel would be required to do;

4.1.2 the location and hours of work;

4.1.3 the experience, training, qualifications and any authorisation which the Client considers necessary, or which are required by law or any professional body for the Personnel to possess in order to work in the position;

4.1.4 any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;

4.1.5 the date the Client requires the Personnel to commence the Assignment;

4.1.6 the duration or likely duration of the Assignment.

4.2 The Client will assist the Company in complying with the Company's duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Company and the Client will not do anything to cause the Company to be in breach of its obligations under Working Time Regulations. Unless otherwise agreed between the Client and the Company, Personnel supplied by the Company to the Client shall not be required to work more than 48 hours each week. If the Client requires the services of Personnel for more than 48 hours in any week during the course of an Assignment, the Client must notify the Company 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 Personnel to work in excess of 48 hours.

4.3 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 Agency Workers Regulations.

4.4 To enable the Company to comply with its obligations under the Agency Workers Regulations, the Client undertakes as soon as possible prior to the commencement of each Assignment and during each Assignment (as appropriate) and at any time at the Company's request.

4.4.1 to inform the Company of any Calendar Weeks since 1 October 2011 in which the relevant Personnel 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;

4.4.2 if, since 1 October 2011, the Personnel 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 Company 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 Company;

4.4.3 to inform the Company if, since 1 October 2011, the Personnel has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment: (a) completed two or more assignments with the Client; (b) completed at least one assignment with the Client and one or more earlier assignments with any member of the Client's Group; and/or (c) 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; 4.4.4 save where the Personnel will not complete the Qualifying Period during the term of the Assignment, to: (a) provide the Company with written details of the basic working and employment conditions the Personnel would be entitled to for doing the same job if the Personnel 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; (b) inform the Company

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; (c) if the Relevant Terms and Conditions provided are those of a Comparable Employee, provide the Company with a written explanation of the basis on which the Client considers that the relevant individual is a Comparable Employee; and (d) inform the Company 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

4.4.5 save where the Personnel will not complete the Qualifying Period during the term of the Assignment, to provide the Company with written details of its pay and benefits structures and appraisal processes and any variations of the same.

4.5 In addition, for the purpose of awarding any bonus to which the Personnel may be entitled under the Agency Workers Regulations, the Client will:

4.5.1 integrate the Personnel into its relevant performance appraisal system;

4.5.2 assess the Personnel's performance;

4.5.3 provide the Company with copies of all documentation relating to any appraisal of the Personnel, including without limitation written details of the outcome of any appraisal and the amount of any bonus awarded; and

4.5.4 provide the Company with all other assistance the Company may request in connection with the assessment of the Personnel's performance for the purpose of awarding any bonus.

4.6 The Client will comply with all the Company's requests for information and any other requirements to enable the Company to comply with the Agency Workers Regulations.

4.7 The Client warrants that:

4.7.1 all information and documentation supplied to the Company in accordance with Conditions 4.4, 4.5 and 4.6 is complete, true, accurate and up-todate and acknowledges that the Company is relying on such information in relation to the provision of the services and supply of Personnel; and

4.7.2 it will, during the term of the relevant Assignment, immediately inform the Company in writing of any subsequent change in any information or documentation provided in accordance with Conditions 4.4, 4.5 and 4.6.

4.8 Without prejudice to Conditions 10.10 and 10.11, the Client shall inform the Company in writing of any:

4.8.1 oral or written complaint the Personnel makes to the Client which is or may be a complaint connected with rights under the Agency Workers

Regulations; and

4.8.2 written request for information relating to the Relevant Terms and Conditions that the Client receives from the Personnel 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 Company may request, and within any timeframe requested by the Company, in order to

resolve any such complaint or to provide any such information in a written statement to the Personnel within 28 days of the Client's receipt of such a request in accordance with Regulation 16 of the Agency Workers Regulations and the Client will provide the Company with a copy of any such written statement.

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

4.10 The Client shall provide the Personnel with any such materials, instruments or equipment which they may reasonably require to carry out the Assignment.

4.11 The Client undertakes to supervise the Personnel sufficiently to ensure the Client's satisfaction with the Personnel's standards of workmanship. If the Client reasonably considers that the services of the Personnel are unsatisfactory, the Client may terminate the Assignment either by instructing the Personnel to leave the Assignment immediately, or by directing the Company to remove the Personnel. The Company may in such circumstances reduce or cancel the Charges for the time worked by that Personnel, provided that the Assignment terminates: –

4.11.1 within 4 hours of the Personnel commencing the Assignment where the booking is for more than 7 hours; or

4.11.2 within 2 hours for bookings of 7 hours or less; and provided that notification of the unsuitability of the Personnel is confirmed in writing to the Company within 48 hours of the termination of the Assignment.

4.12 The Personnel provided by the Company are provided under contracts for services and are deemed to be under the direction and control of the Client from the time the Personnel report 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 Personnel were on the payroll of the Client and the Client will in all respects comply with all statues, by-laws and legal requirements to which the Client is ordinarily subject to in respect of the Client's own staff, including in particular the provision of adequate employer's and public liability insurance cover for the Personnel during the Assignment, but excluding the matters specifically mentioned in Condition 3.4 above.

4.13 The Client shall notify the Company immediately and without delay, and in any event within 1 hour, if the Personnel fails to attend work or has notified the Client that they are unable to attend work for any reason.

5. CONFIDENTIALITY AND DATA PROTECTION

5.1 All information relating to Personnel is confidential and subject to the Data Protection Laws and is provided solely for the purpose of providing services to the Client in accordance with these Conditions. 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.

5.2 The Company undertakes to keep confidential all Relevant Terms and Conditions that the Client discloses to the Company and not to use such information except for the purposes of compliance with the Agency

Workers Regulations (including, for the avoidance of doubt and without limitation, when dealing with any request for information or complaint made by any Personnel or any AWR Claim).

5.3 Information relating to the Company's 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.

5.4 The Parties agree to keep any Confidential Information secret and confidential throughout the Term and for a period of 5 years thereafter and shall not at any time for any reason whatsoever disclose or divulge such information to any third party, except where such disclosure is (a) to professional advisers or (b) required by law or (c) in relation to information is already in the public domain, nor shall such information be used in a manner deemed prejudicial to the business interests of either of the Parties.

6. INTELLECTUAL PROPERTY RIGHTS

All copyright, trademarks, patents and other intellectual property rights deriving from the Assignment shall belong to the Client. Accordingly, the Company shall use its reasonable endeavours to ensure that the Personnel shall execute all such documents and do all such acts in order to give effect to the Client's rights pursuant to this Condition 6.

7. CHARGES AND PAYMENT

7.1 The Client 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 Personnel (to the nearest quarter hour) and comprise the following:

7.1.1 the Personnel's hourly rate of pay;

7.1.2 an amount equal to any paid holiday leave to which the Personnel is entitled under the Working Time Regulations and, where applicable, the Agency Workers Regulations and which is accrued during the course of an Assignment;

7.1.3 any other amounts to which the Personnel is entitled under the Agency Workers Regulations, where applicable;

7.1.4 employer's National Insurance contributions.

7.1.5 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; and 7.1.6 the Company's commission, which is calculated as a percentage of the Personnel's hourly rate.

7.2 The hourly charges of Personnel are based on the Company's assessment of the relevant costs (including the current level of the minimum wage and inflation and levels of pay of personnel at Temporary Work Agencies that are similar to the Company) at the date of the relevant Contract. The Company reserves the right to vary the hourly charges payable by the Client to take account of any variation (howsoever arising) in these costs during the Contract by written notice. In addition, the Company reserves the right to vary the Charges agreed with the Client, by giving written notice to the Client:

7.2.1 in order to comply with any additional liability imposed by statute or other legal requirement or entitlement, including but not limited to the Agency Workers Regulations; and/or

7.2.2 if there is any variation in the Relevant Terms and Conditions.

7.3 In addition to the Charges, the Client will pay the Company an amount equal to any bonus that the Client awards to the Personnel in accordance with Condition 4.5 immediately following any such award and the Company will pay any such bonus to the Personnel. For the avoidance of doubt, the Client will also pay any employer's National Insurance Contributions and the Company's commission on the bonus (calculated using the same percentage rate as that used under Condition 7.1.6) in addition to any bonus payable to the Personnel.

7.4 VAT is payable at the applicable rate on the entirety of the Charges and all sums under Condition 7.3.

7.5 The Company reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

7.6 The Client shall make all payments due under any Contract in full without deduction, whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Client has a valid court order requiring an amount equal to such deduction to be paid by the Client to the Company.

7.7 At the end of each week of the Assignment (or, where the Assignment is for a period of less than 1 week or is completed before the end of a week, at the end of the Assignment) the Client shall approve and sign each of the Company's time sheets (such signature and approval not to be unreasonably withheld) to verify the numbers of hours worked by the Personnel during each week of the Assignment. Signature of the timesheet by the Client is confirmation of the number of hours worked by the Personnel. Failure to sign the timesheet does not absolve the Client of its obligation to pay the
Company the Charges in respect of the hours worked by the Personnel.

7.8 If the Client is unable to sign a time sheet produced for authentication by the Personnel because the Client disputes the hours claimed, the Client shall inform the Company as soon as is reasonably practicable and shall cooperate fully and in a timely fashion with the Company to enable the Company to establish what hours, if any, were worked by the Personnel. The Client shall not be entitled to decline to sign a timesheet on the basis that it is dissatisfied with the work performed by the Personnel. In the event that the Client is dissatisfied with the Personnel, the provisions of Condition 4.11 shall apply. 7.9 The Company shall be entitled to invoice the client for the Charges on a weekly basis and all invoices are payable within 30 days unless agreed otherwise in writing by the Company. Any other amounts due from the Client to the Company under these Conditions shall be invoiced to the Client and shall be payable within the time period stated on the invoice.

7.10 There are no refunds or rebates payable in respect of the Charges.

8. TERMINATION

8.1 Either Party may terminate a Contract immediately by notice in writing to the other if the other:

8.1.1 commits a breach of these Conditions, which in the case of a breach capable of remedy shall not have been remedied within 30 days of receipt by the other of a notice from the innocent Party identifying the breach and requiring its remedy; or

8.1.2 is unable to pay its debts, becomes insolvent, enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the Party resulting from such reconstruction or amalgamation if a different legal entity shall agree to have the contract assigned to it and to take on all liabilities and obligations under these Conditions whether actual or contingent) or makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.

8.2 Termination of a Contract for whatever reason shall not affect the accrued rights of the Parties arising in any way out of a Contract and, in particular, but without limitation, the right to recover damages against the other, the Company's rights under Condition 8 and 9 and all other provisions which are expressed to survive these Conditions shall remain in full force and effect.

8.3 In the event of termination the Client is obliged to pay the Company the Charges for the supply of Personnel prior to the date of termination and any other amounts due under the Contract.

9. TRANSFER AND INTRODUCTION FEES

9.1 Subject to remainder of this Condition 9, the Client shall be liable to pay the Company a Transfer Fee (calculated in accordance with Condition 9.2) on written demand, and these Conditions shall be deemed to apply, if:

9.1.1 the Client Engages Personnel supplied by the Company to the Client either (1) directly or (2) pursuant to the relevant Personnel being supplied to the Client by another Temporary Work Agency within the Relevant Period; 9.1.2 the Client Engages Personnel Introduced by the Company to the Client either (1) directly or (2) pursuant to the relevant Personnel being supplied to the Client by another Temporary Work Agency within 6 months of the date of the Introduction by the Company;

9.1.3 the Client introduces Personnel supplied by the Company to the Client to a third party which results in an Introduction of the Personnel to the third party or an Engagement of the Personnel by the third party within the Relevant Period; or

9.1.4 the Client introduces Personnel Introduced (but not supplied) by the Company to the Client to a third party which results in an Engagement of the Personnel by the third party within 6 months of the date of the Introduction by the Company to the Client.

9.2 The Transfer Fee shall be calculated as follows:

9.2.1 where Condition 9.1.1 or 9.1.3 applies: 50% of the relevant Personnel's remuneration applicable during the first 12 months of the Engagement through the Company or, if the actual amount of the remuneration is not known, the hourly rate of pay due under the Contract for the Personnel multiplied by 500;

9.2.2 where Condition 9.1.2 or 9.1.4 applies: 50% of the relevant Personnel's remuneration which would be applicable during the first 12 months of the

Engagement through the Company or, if the actual amount of the remuneration is not known, the hourly rate of pay which would be payable by the Client under a Contract for the supply of such Personnel (or where there is no known hourly rate of pay the hourly rate shall be deemed to be £10 per hour) multiplied by 500.

9.3 If the Client wishes to Engage the Personnel other than via the Company or introduce the Personnel to a third party for the relevant Personnel to be Introduced to or Engaged by the third party without liability to pay a Transfer Fee, the Client may, on giving 20 business days' written notice to the Company Engage the Personnel through the Company:

9.3.1 where Condition 9.1.1, 9.1.2 or 9.1.3 applies, for an extended period of hire of 24 weeks; or

9.3.2 where Condition 9.1.4 applies, for a period of hire of 16 weeks; and such notice must state that the Client wishes to opt for the extended period of hire instead of paying the Transfer Fee and the date on which the extended period of hire will commence. For the avoidance of doubt, the notice must be served prior to the Client engaging, making use of or introducing the Personnel, failing which the Client will be deemed to have elected to pay the relevant Transfer Fee.

9.4 If the Client elects to serve notice on the Company in accordance with Condition 9.3, the Company shall supply the Personnel during such period of hire on the same terms as the Personnel has been or would have been supplied during the Assignment, and in any case on terms no less favourable than those terms which applied or would have applied immediately before the Company received the notice, and the Client shall, or shall continue (as the case may be), to be entitled to the charges which would be due under Condition 7 above for each hour of the supply of the Personnel.

9.5 If the Company is unable to supply the Personnel for any reason outside its control for the whole or any part of the period of hire referred to in Condition 9.3 or the Client does not wish to hire the Personnel on the same terms as the Personnel has been or would have been supplied during the Assignment but the Personnel is Engaged by the Client (whether directly or through another Temporary Work Agency) or is Introduced to or Engaged by a third party (as the case may be) the Client shall be liable to pay the Transfer Fee, reduced pro-rata to reflect any amount paid by the Client for the period of hire already undertaken by the Personnel as a result of the Client electing to serve notice under Condition 9.2 before being Engaged by the Client or being Introduced to or Engaged by a third party (as the case may be). If the Client elects to serve notice under Condition 9.3 but before the end of the period of hire the Personnel is Engaged by the Client (whether directly or through another Temporary Work Agency) or is Introduced to or Engaged by a third party (as the case may be) or the Personnel chooses not to be supplied for such a period of hire, the Client shall be liable to pay the Transfer Fee, reduced prorata to reflect any amount paid by the Client for the period of hire already undertaken by the Personnel as a result of the Client electing to serve notice under Condition 9.2 before being Engaged by the Client or being Introduced to or Engaged by a third party (as the case may be).

9.6 No refund of the Transfer Fee will be paid in the event that the Engagement by the Client (whether directly or through another Temporary Work Agency) subsequently terminates or in the event that the Introduction to the third party does not lead to an Engagement or it does but the Engagement is subsequently terminated (as the case may be). VAT is payable in addition to any Transfer Fee due.

9.7 If the Client fails to give notice in accordance with Condition 9.3 before the

Engagement by the Client (whether directly or through another Temporary Work Agency) commences or the Introduction to or Engagement by the third party takes place or commences (as the case may be), the Parties agree that the Client shall be liable to pay the Company the Transfer Fee in full on written demand.

9.8 Where, prior to commencement of the Client's Engagement other than via the Company (whether directly or through another Temporary Work Agency), the Client and the Company agree that such Engagement will be on the basis of a fixed term of less than 12 months, the Company may, in its absolute discretion, reduce the Transfer (as calculated in accordance with Condition 9.1) pro-rata. Such reduction is subject to the Client engaging the Personnel for the agreed fixed term. Should the Client extend the Personnel's Engagement or re-Engage the Personnel within 12 months from the commencement of the initial Engagement the Company reserves the right to recover the balance of the Transfer Fee from the Client.

9.9 The Parties agree that the Transfer Fee amounts and calculations represent a genuine pre-estimate of loss of the Company in such circumstances.

10. LIABILITY

10.1 This Condition 10, subject to the other provisions of these Conditions, sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, sub-contractors or Personnel) to the Client in respect of any breach of the Conditions and any representation, statement, tortious act or omission, including negligence, arising under or in connection with these Conditions.

10.2 Subject to Conditions 10.3 and 10.4, the Company shall not be liable to the Client for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise (in each case whether direct, indirect or consequential) or any claims for consequential compensation, damages or loss whatsoever (howsoever caused) which arise our of or in connection with these Conditions. The Company's total liability in contract, tort (including breach of statutory duty or negligence), misrepresentation, restitution or otherwise arising out of or in connection with the performance or contemplated performance of the Contract shall be limited to £10,000 unless the total amount paid or payable by the Client to the Company under the Contract is greater than £10,000 in which case the Company's liability shall be limited to such amount.

10.3 Nothing in this Condition 10 excludes or limits the Company's liability for death or personal injury cause by its negligence or for fraud or fraudulent misrepresentation or for any other liability which it is not permitted to exclude under law.

10.4 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

10.5 Personnel supplied by the Company pursuant to these Conditions are engaged under contracts for services. Personnel are not the employees of the Company but are deemed to be under the supervision and direction 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 Personnel, whether wilful, negligent or otherwise as though the Personnel was on the payroll of the Client.

10.6 The Client shall advise the Company of any special health and safety matters about which the Company is required to inform the Personnel and about any requirements imposed by law or by any professional body, which must be satisfied if the Personnel is to fill the Assignment.

10.7 The Client will also comply in all respects with all statutory provisions as are in force from time to time including, for the avoidance of doubt, but not limited to the Working Time Regulations, Health and Safety At Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1999, bylaws, 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 Condition 3.4 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Personnel during all Assignments.

10.8 The Client undertakes not to request the supply of Personnel to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed by a worker who has been transferred by the Client to perform the duties of a person on strike or taking official industrial action.

10.9 The Client shall be liable to pay the Company (on written demand) for, and indemnify and keep indemnified the Company against any Losses sustained or incurred by the Company arising out of any Assignment or arising directly or indirectly from any non-compliance with, and/or as a result of any breach of, these Conditions by the Client or from the Client's fraud, negligence.

10.10 The Client shall inform the Company 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.

10.11 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 Company may request, and within any timeframe requested by the Company 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. FORCE MAJEURE

Neither Party shall be in breach of these Conditions if there is any total or partial failure to perform its duties and obligations (except in relation to payment obligations owed by the Client to the Company) under these Conditions due to circumstances beyond its reasonable control including, without limitation, any acts of God, fire, explosion, flood, epidemics, governmental actions, war, national emergency, riots or civil commotion, acts of terrorism, protests, insurrections, embargos, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labour disputes (other than in relation to the relevant Party's own workforce). If either Party is unable to perform its duties and obligations under these Conditions as a direct result of such an event that Party shall give written notice to the other of such with the appropriate details.

12. GENERAL

12.1 Any amendment, modification, variation or supplement to these Conditions shall have no effect and shall not form part of these Conditions unless expressly agreed to in writing by both Parties.

12.2 Each right or remedy of the Company under these Conditions is without prejudice to any other right or remedy of the Company whether under these Conditions or otherwise.

12.3 These Conditions (and all the documents referred to in these Conditions) constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels and/or nullifies any previous agreement between the Parties in relation to such matters.

12.4 Failure or delay by the Company to enforce or partially enforce any provision of these Conditions or any of its rights or remedies (whether under these Conditions or not) shall not be construed as a waiver. Any waiver by the Company must be in writing to be effective and any such waiver shall not be deemed to be a waiver of any subsequent breach or default and shall in no way affect the other provisions of these Conditions.

12.5 Neither Party shall assign, transfer, sub-contract or in any other manner make over to any third party the benefit and/or burden of these Conditions without the prior written consent on the other.

12.6 The formation, construction, performance, validity and all aspects of the Conditions shall be governed by the law of England and Wales and the Parties submit to the exclusive jurisdiction of the Courts of England and Wales.

12.7 If any Condition is held by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, unenforceability or unreasonableness, be deemed severable and the remaining Conditions, and the remainder of such Condition, shall continue in force will full effect.

12.8 In the event that such court, tribunal or administrative body of competent jurisdiction decides that such Condition or part of a Condition not severable the Parties agree to amend or substitute the relevant Condition (or part thereof) with a valid, enforceable and legal provision which achieves, to the greatest extent possible, the same effect as the original Condition would have. 12.9 Any notice required to be given under these Conditions by either Party to the other shall be in writing and shall by served by sending the same by first class post or by fax to the address of the other Party as given herein or to such other address as that Party may have previously notified to the other as its address for such service.