

1. DEFINITIONS

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

"Assignment" means the period during which the Temporary Worker is supplied to render services to the Client;

"Client" means the person; firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Temporary Worker is supplied;

"The Employment Business" means KPJ Design and Draughting Ltd of Etherow House, Woolley Bridge Road, Glossop, Derbyshire, SK13 2NS

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

"Transfer Fee" means the fee payable in accordance with clause 6.1 below and Regulation 10 of the Conduct of Employment Agencies and Employment Business Regulations 2003.

"Remuneration" includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances,

inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Temporary Worker for services rendered to or on behalf of the Client or any third party. Where a company car is provided an agreement will be reached on the amount to be added to the salary in order to calculate the Employment Business fee.

"Temporary Worker" means any individual, firm or company whose technical and professional services are provided by the Employment Business to the Client.

"Introduction" means the Client's interview of a Temporary Worker in person or by telephone, following the Client's instruction to the Employment Business to search for a Temporary Worker; or the passing to the Client of a curriculum vitae or other information which identifies the Temporary Worker and which leads to an Engagement of that Temporary Worker by the Client.

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. GENERAL

2.1. These Terms govern the supply of the Temporary Worker's services by the Employment Business to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or Engagement of the Temporary Worker.

2.2. No variation or alteration to these Terms shall be valid unless approved by the Employment Business in writing, and signed by a director.

2.3. Unless otherwise agreed in writing by the Employment Business, these Terms prevail over any terms of business or purchase conditions proffered by the Client.

3. THE TEMPORARY WORKERS SERVICES

3.1. Whilst every effort is made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skill, integrity and reliability from Temporary Workers, and further, to provide them in accordance with the Clients booking details, the Employment Business does not warrant the technical or professional competence of the Temporary Worker. The Client shall satisfy itself as to the competence of the Temporary Worker before work is allocated. The Employment Business is not liable for any loss, expense, damage, cost or delay in arising from any failure to provide any Temporary Worker for all or part of the period of the booking or from negligence, dishonesty, misconduct or lack of skill of the Temporary Worker. For avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.

4. CHARGES

4.1. The Client agrees to pay the hourly charges of the Employment Business as notified at the commencement of the Assignment and as may be varied from time to time during the Assignment. The charges are calculated according to the number of hours worked by the Temporary Worker.

4.2. VAT is payable on the entirety of these charges.

4.3. The Employment Business will be solely responsible for the payment of the Temporary Worker's remuneration and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker.

4.4. The Employment Business will submit invoices on a weekly basis, or such other basis as shall from time to time be agreed, for the fees and expenses payable by the Client in respect of the Temporary Workers services. These invoices are payable within 7 days. The Employment Business reserves the right to charge interest on any overdue amounts at the rate of 4% per annum above the base rate from time to time of Barclays bank from the due date until the date of payment.

5. TIME SHEETS

- 5.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week) the Client shall sign the Employment Business' time sheet verifying the number of hours worked by the Temporary Worker during that week.
- 5.2. Signature of the time sheet by the Client indicates satisfaction with the services provided by the Temporary Worker and confirmation of the number of hours worked. Failure to sign the time sheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.
- 5.3. If the Client is unable to sign a time sheet produced for authentication by the Temporary Worker because the Client disputes the hours claimed, the Client shall inform the Employment Business as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with the Employment Business to enable the Employment Business to establish what hours, if any were worked by the Temporary Worker.

6. TRANSFER AND INTRODUCTION FEES

- 6.1. Where a Temporary Worker has been supplied
 - 6.1.1. In the event of the engagement by the Client of a Temporary Worker supplied by the Employment Business either (1) directly or (2) pursuant to being supplied by another employment business, within either
 - a) The duration of the Assignment; or
 - b) 14 weeks from the start of the first Assignment (first Assignment being each new Assignment where there has been a break of more than 42 days (6 weeks) since the end of the previous Assignment); or -
 - c) 8 weeks from the day after the last day the Temporary Worker worked on the Assignment. –
 the Client shall be liable to either an extended period of hire or a Transfer Fee the length or amount of which is to be agreed between the Employment Business and the Client.
 - 6.1.2. The Client must give the Employment Business 5 days written notice in advance of the Engagement of whether it has elected to take the period of extended hire or pay the Transfer Fee. If the Client does not give such notice before the Temporary Worker is engaged the parties agree that the Transfer Fee shall be due.
 - 6.1.3. If the parties do not agree a period of extended hire or a Transfer Fee in accordance with 6.1.1. then The length of the extended period of time shall be 8 weeks during which the Client will pay the current hourly charge agreed pursuant to clause 4.1 for each hour the Temporary Worker is so supplied, or The amount of the Transfer Fee shall be 20% of the Remuneration applicable during the first 12 months of the Engagement or, if the Remuneration is not known, the hourly charges pursuant to clause 4.1 multiplied by 200. 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.
- 6.2. Where a Temporary Worker supplied to a Client is introduced to and engaged by a Third Party.
 - 6.2.1. In the event that a Temporary Worker supplied to a Client is introduced by the Client to a Third Party – which results in the Engagement of the Temporary Worker by the Third Party within either the duration of the Assignment
 - a) 14 weeks from the start of the first Assignment (the first Assignment being each new assignment where there has been a break of more than 42 days (6 weeks) since the end of the previous Assignment); or
 - b) 8 weeks from the day after the last day the Temporary Worker worked on the Assignment
 The Client shall be liable to pay a Transfer Fee (calculated as in 6.1.3. above) the amount of which is to be agreed between the Employment Business and the Client.
 - 6.2.2. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates.
 - 6.2.3. VAT is payable in addition to any fee due.
- 6.3. Where an introduction has been made to a Client – but no supply.
 - 6.3.1. In the event that there is an Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by the Employment Business to the Client, but which leads to an Engagement by the Client of the Temporary Worker by the Client either (1) directly or (2) pursuant to being supplied by another Employment Business within 6 months of the date of the Introduction the Client shall be liable to either an extended period of hire or an Introduction Fee, the length or amount of which is to be agreed between the Employment Business and the Client.
 - 6.3.2. The Client must give the Employment Business 5 day's written notice in advance of the Engagement of whether it has elected to take the period of extended hire or to pay the Introduction Fee. If the Client does not give such notice before the Temporary Worker is engaged the parties agreed that the Introduction Fee shall be due.
 - 6.3.3. If the parties do not agree a period of extended hire or an Introduction Fee in accordance with 6.3.1. then The length of the extended period of hire shall be 8 weeks during which the Client will pay the current hourly charge agreed pursuant to clause 4.1 for each hour the Temporary Worker is so supplied, or The amount of the Introduction Fee shall be 20% of the Remuneration applicable during the first 12 months of the Engagement or, if the Remuneration is not known, the hourly charges pursuant to clause 4.1 multiplied by 200. 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

- 6.4. Where an Introduction, but no supply, made to a Client results in Introduction and Engagement to a third party
- 6.4.1. In the event that there is an Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by the Employment Business to the Client but the Temporary Worker is Introduced by the Client to a Third Party which results in the Engagement of the Temporary by the third party within 6 months from the date of the Introduction by the Client shall be liable for an Introduction Fee calculated as in 6.3.3 above.
- 6.4.2. No refund of the Introduction Fee will be paid in the event that the Engagement subsequently terminates.

7. LIABILITY

- 7.1. Temporary Workers are engaged by the Employment Business under contracts for services. They are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors or omissions of the Temporary Worker, whether wilful, negligent or otherwise as though he was on the payroll of the Client. The Client will also comply in all respects with all statutes *including, for the avoidance of doubt, the Working Time Regulations*, 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 4 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments. The Client shall also advise the Employment Business of any special Health and Safety matters about which the Employment Business is required to inform the Temporary Worker. The Client will assist the Employment Business in complying with the Employment Business' duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Employment Business and the Client will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Temporary Worker for more than 48 hours in any week, the Client must notify the Employment Business of this requirement before the commencement of that week.
- 7.2. 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 and/or as a result of any breach of these Terms by the Client.

8. TERMINATION

- 8.1. The Client undertakes to supervise the Temporary Worker sufficiently to ensure the Client's satisfaction with the Temporary Worker's standards of workmanship. If the Client reasonably considers that the services of the Temporary Worker are unsatisfactory, the Client may terminate the Assignment either by instructing the Temporary Worker to leave the Assignment immediately, or by directing the Employment Business to remove the Temporary Worker. The Employment Business may in such circumstances reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates:
 - a) within four hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours; or
 - b) within two hours for bookings of seven hours or less.
 and also provided that notification of the unsuitability of the Temporary Worker is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.
- 8.2. Any of the Client, the Employment Business or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability.

9. LAW

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

