

## PART I Definitions, Law and Contract

### 1. DEFINITIONS AND LAW

- 1.1. In these Terms of Business the following definitions apply:
- 1.1.1. "Applicant" means the person introduced by the Agency to the Client for an Engagement including any officer or employee of the Applicant together with Associated Companies if the Applicant is a company; and members of the Agency's own staff;
- 1.1.2. "Assignment" means the period during which the Temporary Worker is supplied to render services to the Client;
- 1.1.3. "Associated Company" means subsidiary or associated company as defined by the Companies Act 1985 or any other related person as defined in tax regulations.
- 1.1.4. "Client" means the person; firm or corporate body together with any Associated Company to which the Applicant is introduced;
- 1.1.5. "Agency" means Central European Staffing Limited, 33 King Street, Canterbury, Kent, CT1 2AJ, registered in England no. 5080544;
- 1.1.6. "Engagement/engages/engaged" means the engagement, employment or use of the Applicant or the Temporary Worker directly by the Client or any third party or through any other employment business on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the Applicant or the Temporary Worker is an officer or employee;
- 1.1.7. "Introduction" means (i) the Client's interview of an Applicant in person or by telephone, following the Client's instruction to the Agency to search for an Applicant; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Applicant; and which leads to an Engagement of that Applicant;
- 1.1.8. "Temporary Worker" means the person who is introduced by the Agency to render services to the client including any officer or employee of the Temporary Worker together with Associated Companies if the Temporary Worker is a company;
- 1.1.9. "Transfer Fee" means the fee payable in accordance with clause 15.1 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
- 1.1.10. "Introduction Fee" means the fee payable in accordance with section 3 and clause 15.2 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
- 1.1.11. "Remuneration" includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and accommodation and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Applicant/Temporary Worker for services rendered to or on behalf of the Client or any third party. The following values of the benefits in kind will be added to the salary in order to calculate the Agency fee:
- a) accommodation - £3000,
  - b) company car - £3000;
  - c) food and beverage - £1500;
- The amounts shall be decreased by the cost partially paid by the Applicant/Temporary Worker;
- 1.2. Unless the context requires otherwise, references to the singular include the plural. The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.
- 1.3. These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

### 2. THE CONTRACT

- 2.1. These Terms constitute the contract between the Agency and the Client for the supply of the Temporary Worker's services or employment agency services by the Agency to the Client and are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant (or a Temporary Worker) or the passing of any information about the Applicant (or the Temporary Worker) to any third party following an Introduction.
- 2.2. These terms contain the entire agreement between the parties and unless otherwise agreed in writing by the Agency' representative, these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client.
- 2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Agency and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.
- 2.4. By signing these Terms and Conditions the Client agrees and accepts that this document supersedes and cancels all previously signed Terms and Conditions and any corresponding amendments to those Terms and Conditions.
- 2.5. The Agency understands and will exercise its statutory right to claim interest and compensation for debt recovery costs under the late payment legislation.

2.6. The Agency reserves the right to cede or delegate any or all of its rights or obligations to any third party without being obliged to make any reimbursement of indemnity.

## PART II Employment Agency Services

### 3. NOTIFICATION AND FEES

- 3.1. The Client agrees:
- (i) To notify the Agency immediately of any offer of an Engagement which it makes to the Applicant; and
  - (ii) To notify the Agency immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Agency; and
  - (iii) To pay the Agency's fee within 14 days of the date of invoice.
- 3.2. Except in the circumstances set out in clause 5.1 below, no fee is incurred by the Client until the Applicant commences the Engagement when the Agency will render an invoice to the Client for its fees.
- 3.3. The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is the amount indicated in Table 10.1 and is based on the Remuneration applicable during the first 12 months of the Engagement.
- 3.4. In the event that the Engagement is for a fixed term of less than 26 weeks, the rate for the fee paid weekly/monthly (as indicated in table 10.2) applies according to the actual duration of the Engagement. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 6 calendar months (or 24 calendar months - if the Applicant is a company or enterprise or self-employed subcontractor) from the date of 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 until 6 months from its commencement, whichever is the sooner.
- 3.5. If the Client subsequently engages or re-engages the Applicant within the period of 6 calendar months (or 24 calendar months - if the Applicant is a company or an enterprise or self-employed subcontractor) from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 3.3 above becomes payable.
- 3.6. Parties may agree that the introduction fee will be paid on a weekly/monthly basis for the term of the Engagement of the introduced worker, as indicated in table 10.2. In such case the refund schedule, as detailed in section 4 and 9, does not apply. When the worker has not worked a full week, the fee should be reduced in proportion to the days worked. The Fee becomes also payable if the Client subsequently engages or re-engages the Applicant within a period of 6 calendar months (or 24 calendar months - if the Applicant is a company or enterprise or self-employed subcontractor) from the date of termination of the last Engagement or withdrawal of the offer. This method of payment is applicable only with the written agreement between parties, otherwise the standard method of payment as described in clause 3.3 above is applicable.
- 3.7. If it was agreed with the Client that the Introduction Fee will be paid on a weekly/monthly basis as described in clause 3.6 above, the Client can decide to change it into a single payment as described in clause 3.3 above. The amount of that fee is indicated in Table 10.1, discounted according to the discount schedule indicated in Table 9.3, depending on the length of Engagement of the Applicant, where the Introduction Fee was already paid on a weekly/monthly basis. Any fees paid on the weekly/monthly basis will be not deducted.
- 3.8. For avoidance of doubt, if the Client declares that the Applicant is not suitable, but the Client does not terminate the Engagement or engages the Applicant on a different position, no refund or discount applies, except the potential fee difference resulting from the change of the Remuneration. In such case standard fee calculated in accordance with clause 3.3 above becomes payable, without any discounts or rebates.

### 4. REFUNDS

- 4.1. In order to qualify for the following refund, the Client must pay the Agency's fee within 14 days of the date of invoice and must notify the Agency in writing of the termination of the Engagement within seven days of its termination.
- 4.2. If the Engagement terminates before the expiry of 10 weeks from the commencement of the Engagement (except where the Applicant is made redundant) the fee will be refunded in accordance with the accompanying Scale of Refund set out the schedule to these Terms of Business. 4.3. In circumstances where clause 3.5 applies the full fee stated in clause 3.3 is payable and there shall be no entitlement to a refund.

### 5. CANCELLATION FEE

- 5.1. If, after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Agency a fee of 10% of the annual Remuneration. For avoidance of doubt, the Client's request is not an offer of Engagement, until the job offer for particular Applicants or particular groups of Applicants is confirmed.

## 6. INTRODUCTIONS

6.1. Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Agency which results in an Engagement with that third party within six months of the Introduction renders the Client liable to payment of the Agency's fee as set out in clause 3.3 with no entitlement to any refund.

6.2. An introduction fee calculated in accordance with clause 3.3 will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through the Agency, whether direct or indirect, within six months from the date of the Agency's Introduction.

6.3. Where the amount of the actual Remuneration is not known the Agency will charge a fee calculated in accordance with clause 3.3 on the minimum level of remuneration applicable for the position in which the Applicant has been engaged with regard to any information supplied to the Agency by the Client and/or comparable positions in the market generally for such positions.

6.4. In the event that any employee of the Agency with whom the Client has had personal dealings accepts an Engagement with the Client within 6 months of leaving the Agency's employment, the Client shall be liable to pay an introduction fee to the Agency in accordance with clause 3.3.

6.5. If the Applicant is a company, any direct or indirect Engagement or hire of the Applicant or its employees or subcontractors requires prior consent of the Agency. If the Client engages or hires such Applicant or its employees or subcontractors without Agency consent, the Client shall be liable to pay a fee of 500% of the standard Introduction Fee.

## 7. SUITABILITY AND REFERENCES

7.1. The Agency endeavours to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation of the Applicant's identity; that the Applicant has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and that the Applicant is willing to work in the position which the Client seeks to fill.

7.2. At the same time as proposing an Applicant to the Client the Agency shall inform the Client of such matters in clause 7.1 as they have obtained confirmation of. 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 Applicant is being proposed for a position which is the same as one in which the Applicant has worked within the previous five business days and such information has already been given to the Client.

7.3. The Agency endeavours to take all such steps as are reasonably practicable to:

(i) ensure that the Client and Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position which the Client seeks to fill;

(ii) ensure that it would not be detrimental to the interests of either the Client or the Applicant for the Applicant to work in the position which the Client seeks to fill.

7.4. Notwithstanding clauses 7.1, 7.2 and 7.3 above the Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant to it or the Agency before engaging such Applicant. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.

7.5. To enable the Agency to comply with its obligations under clauses 7.1, 7.2 and 7.3 above the Client undertakes to provide to the Agency details of the position which the Client seeks to fill, including the type of work that the Applicant would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Applicant to possess in order to work in the position; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition the Client shall provide details of the date the Client requires the Applicant to commence, the duration or likely duration of the work; the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that the Applicant would be entitled to give and receive to terminate the employment with the Client.

7.6. The Client undertakes to immediately inform the Agency of any change of any employment condition, by telephone/email and additionally in writing as soon as is practicable. If the employment conditions are changed after Engagement of the Applicant, the refund schedule, as detailed in section 9, does not apply. If, after an offer of Engagement has been made to the Applicant, the Client changes the employment conditions, the cancellation fee as detailed in section 5 may apply.

## 8. LIABILITY

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

## 9. REFUND AND DISCOUNT SCHEDULE

9.1. The following scale of refund only applies in the event that the Client complies with the provisions of clause 3.1 of these Terms of Business.

9.2. Where the Applicant leaves during the first 10 weeks of the Engagement, a partial refund of the introduction fee shall be paid to the Client in accordance with the scale set out in Table 9.2, subject to the conditions in clause 4.1.

Length of employment	Refund
1 or 2 weeks worked	100%
3 or 4 weeks worked	70%
5 or 6 weeks worked	50%
7 or 8 weeks worked	30%
9 weeks worked	20%
10 weeks worked	10%

**Table 9.2 – Scale of Refund**

9.3. There will be no refund where the Applicant leaves during or after the 11th week of the Engagement.

9.4. The following discount schedule applies to the transfer fees and discounted introduction fees only if the Client fully complies with the provision of these Terms and Conditions, in particular the terms of payment and the Applicant/Temporary Worker is not a company or enterprise (excluding self-employed individuals).

Length of Assignment/Engagement	Discount
Up to 5 weeks	No discount
6 to 8 weeks	10% discount
9 to 11 weeks	20% discount
12 to 19 weeks	30% discount
20 to 25 weeks	50% discount
26 to 38 weeks	70% discount
39 weeks and more	100% discount

**Table 9.3 – Discount schedule.**

## 10. FEES

10.1. The following Introduction/Transfer Fee is based on the level of equivalent annual Remuneration; It is calculated as a percentage of the Remuneration applicable during the first 12 months of the Engagement:

Level of Annual Remuneration	Fee Payable*
Up to £11000	8%
£11,001 to £15,000	9%
£15,001 to £20,000	10%
£20,001 to £25,000	11%
£25,001 to £30,000	12.5%
£30,001+	15%

\* Minimum fee £300. If the actual amount of the annual Remuneration is not known, it should be calculated as the hourly rate multiplied by 2600.

**Table 10.1 – Introduction/Transfer Fee**

10.2. The following introduction fee is based on the Remuneration applicable on a weekly/monthly basis:

Weekly Remuneration	Fee Payable
Up to £250 for entry level workers	16%
Up to £250 for non-entry level workers	20%
£251 to £300	22%
£301 to £350	24%
£351 to £450	26%
£451 to £550	28%
£551+	30%

\* Minimum fee £30 weekly.  
 \*\* Entry level worker is a worker from who employer does not require any education, skills, experience, or language knowledge

**Table 10.2 – Weekly/monthly Introduction Fee**

10.3. The Agency reserves the right to offer different rates and fees than those shown above for the introduction of particular Applicants, depending on the complexity of the recruitment process. If the Client agrees to those rates, they will apply in the case of the Applicants mentioned, for the calculation of other Introduction and Transfer Fees.

10.4. In cases where the Client's offer of employment submitted includes a worker pay rate lower than a fair rate commonly accepted in case of the position of Applicant, the Agency reserves the right to refuse to accept the order, or to offer the Customer a commission rate based on a fair value pay, as well as to reduce or cancel the period in which the Client is entitled to a refund, if due to low pay, there might be a greater risk of Applicant's leaving jobs.

10.5. VAT will be charged on the fees as shown in clauses 10.1 and 10.2 if applicable.

### PART III

#### Temporary service – Employment Business

#### 11. CHARGES

11.1. The Client agrees to pay such hourly charges of the Agency as shall be notified to and agreed with the Client. The hourly charges are calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour) and comprise mainly the Temporary Worker's pay but also include the Agency' commission calculated as a percentage of the Temporary Worker's pay, Holiday Pay, Employer's National Insurance contributions and any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable. VAT, if applicable, is payable on the entirety of these charges.

11.2. The Agency has right to change the price given in the offer if, due to the law or any other regulatory changes or the legal status of the Temporary Worker(s), the cost of employment of the Temporary Worker(s) increases (for example changes to the minimum wage, obligatory holiday pay, etc.). The change of price for the employment business service will be in proportion to the changes of the costs carried by the Agency. Any such changes will not require the drawing of a separate contract. The Agency will send to the Client detailed information of any price changes and of the nature of those changes.

11.3. The Agency's commission is calculated per job/employee and the rate is never lower than the Introduction fee when paid weekly/monthly, as described in clause 10.2.

11.4. The charges are invoiced to the Client on a weekly basis and are payable within 5 days.

11.5. There are no rebates payable in respect of the charges of the Agency unless clause 17.1 has been invoked in full and then a 50% rebate will be applied.

#### 12. INFORMATION TO BE PROVIDED

12.1. When making an Introduction of a Temporary Worker to the Client the Agency shall inform the Client of the identity of the Temporary Worker; that the Temporary Worker has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment; whether the Temporary Worker will be employed by the Agency under a contract of service or apprenticeship or a contract for services; and that the Temporary Worker is willing to work in the Assignment.

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

12.3. The Client undertakes to immediately inform the Agency of any change of any employment condition (e.g. work location), by telephone/email and additionally in writing as soon as is practicable. The client is not allowed to change

any employment condition of Temporary Worker without the written agreement of the Agency.

#### 13. TIME SHEETS

13.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less) the Client shall sign the Agency' time sheet verifying the number of hours worked by the Temporary Worker during that week.

13.2. The 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 Temporary Worker because the Client disputes the hours claimed, the Client shall inform the Agency as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with the Agency to enable the Agency to establish what hours, if any, were worked by the Temporary Worker. Failure to sign the time sheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.

13.3. 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 Temporary Worker. In cases of unsuitable work the Client should apply the provisions of clause 17.1 below.

#### 14. PAYMENT OF THE TEMPORARY WORKER

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

#### 15. TRANSFER AND INTRODUCTION FEES

15.1. In the event of the Engagement by the Client of a Temporary Worker supplied by the Agency either (1) directly or (2) pursuant to being supplied by another employment business, within either the duration of the Assignment; or 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 8 weeks from the day after the last day the Temporary Worker worked on the Assignment the Client shall be liable, to either:

- (i) Subject to electing, upon giving 5 days notice to the Agency, an extended period of hire of the Temporary Worker being 26 weeks, during which the client shall pay the current hourly charge agreed pursuant to clause 11.1 above for each hour the Temporary Worker is so employed or supplied; or
- (ii) A Transfer Fee payable to the Agency by the Client is the amount indicated in Table 10.1 and is based on the 12 months Remuneration of the Temporary Worker, calculated using the average rate applicable during the period of Assignment, discounted according to the discount schedule indicated in Table 9.3, depending on the length of the Assignment for which the Client hired the Temporary Worker. VAT will be charged if applicable.

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

15.2. 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 Agency to the Client, but which leads to an Engagement by the Client of the Temporary Worker either directly or pursuant to being supplied by another employment business within 6 months (or 24 months - if the Temporary Worker is a company or enterprise or self-employed subcontractor) the Client shall be liable, to either:

- (i) Subject to electing, upon giving 5 days notice to the Agency, an extended period of hire of the Temporary Worker being 26 weeks, during which the Agency shall be entitled to the charges agreed pursuant to clause 11.1 above for each hour the Temporary Worker is so employed or supplied; or
- (ii) An Introduction Fee payable to the Agency by the Client for an Introduction resulting in an Engagement, which is the amount indicated in Table 10.1 and is based on the Remuneration applicable during the first 12 months of the Engagement. VAT will be charged on the fee if applicable.

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

15.3. In the event that the Engagement of the Temporary Worker is for a fixed term of less than 12 months, the fee in clause 15.1.(ii) or 15.2.(ii), 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 Temporary Worker within 6 months (or 24 months - if the Applicant is a company or enterprise or self-employed subcontractor) 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 of Engagement.

15.4. If the Client elects for an extended period of hire, as set out above, but before the end of such period Engages the Temporary Worker supplied by the Agency either directly or pursuant to being supplied by another employment business or the Temporary Worker chooses not to be supplied for an extended period of hire, the Introduction Fee calculated in accordance with either 15.1.(ii) or 15.2.(ii) may

be charged, reduced by such percentage to reflect the period of extended hire already undertaken by the Temporary Worker and paid for by the Client.

15.5. In the event that a Temporary Worker supplied to the 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; 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 8 weeks from the day after the last day the Temporary Worker worked for the Client; the client shall be liable to pay a Transfer Fee as indicated in Table 10.1 above based on the Remuneration applicable during the first 12 months of the Engagement. 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, if applicable.

15.6. 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 Agency to the Client, but the Temporary Worker is introduced by the Client to a third party which results in the Engagement of the Temporary Worker by the third party within 6 months (or 24 months - if the Applicant is a company or enterprise or self-employed subcontractor) from the date of Introduction, the Client shall be liable to an Introduction Fee as indicated in Table 10.1. 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, if applicable.

15.7. If the Temporary Worker is a company, any direct or indirect Engagement or hire of the Temporary Worker or its employees or subcontractors requires prior consent of the Agency. If the Client engages or hires such Temporary Worker or its employees or subcontractors without Agency' consent, the Client shall be liable to pay a fee of 500% of the standard Introduction Fee.

15.8. For avoidance of doubt, the termination of the Assignment by the Agency does not absolve the Client's obligation to pay the Transfer Fee, if it is payable according to the clauses above.

## 16. LIABILITY

16.1. Whilst every effort is made by the Agency to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Temporary Workers and further to provide them in accordance with the Client's booking details, the Agency is not liable for any loss, expense, damage or delay arising from any failure to provide any Temporary Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence.

16.2. Temporary Workers supplied by the Agency are engaged under contracts for services. They are the employees of the Agency but are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors or omissions of the Temporary Worker, whether wilful, negligent or otherwise as though the Temporary Worker was on the payroll of the Client. The Client will also comply in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations, Health and Safety At Work Act etc., by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff (excluding the matters specifically mentioned in clause 14 above).

16.3. The Client agrees to be liable for the Temporary Workers' actions as if the Temporary Worker was an employee of the Client (excluding the matters specifically mentioned in clause 14 above). In particular, but not necessarily limited to, The Client is responsible for the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments. The lack or invalidity of any such insurance does not exclude of Client's liability. The Client shall prove the provision of suitable and adequate insurance by submission of copies of all relevant insurance certificates.

16.4. The Client shall advise the Agency of any special health and safety matters about which the Agency is required to inform the Temporary Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Temporary Worker is to fill the Assignment. The Client will assist the Agency in complying with the Agency' duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Agency and the Client will not do anything to cause the Agency 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 Agency of this requirement before the commencement of that week.

16.5. The Client confirms that it knows of no reason why it would be detrimental to the interests of the Temporary Worker for the Temporary Worker to fill the Assignment.

16.6. The Client shall indemnify and keep indemnified the Agency against any costs, claims or liabilities incurred by the Agency arising out of any Assignment or arising out of any non-compliance with clauses 16.2, 16.3 and 16.4 and/or as a result of any breach of these Terms by the Client.

## 17. TERMINATION

17.1. 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 Agency to remove the Temporary Worker. The Agency may, in such circumstances, reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates (i) within four hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours; or (ii) 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 Agency within 48 hours of the termination of the Assignment.

17.2. Subject to clauses 17.2.1, 17.2.2, 17.2.3 and 17.2.4, any of the Client, the Agency or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability.

17.2.1. If, after a job offer to the Temporary Worker or to the group of Temporary Workers has been confirmed by the Client, the Client decides to withdraw from the Assignment or during the Assignment terminates it significantly before the previously declared date, the Client may be liable to pay the Agency a cancellation fee of 10% of the Agency' remuneration which would be payable in the period from the date of the termination or withdrawal from the Assignment to the previously declared end date.

17.2.2. For avoidance of doubt, the Client's request is not a job offer and does not declare the period of Assignment, until the job offer for particular Temporary Worker or particular groups of Temporary Workers is confirmed.

17.2.3. For avoidance of doubt, the significant abridgement of the period of the Assignment is if its duration is shorter than 50% of previously declared period, unless the period after abridgement was longer than 10 weeks.

17.2.4. The cancellation fee does not apply, except where the Temporary Worker or group of Temporary Workers are made redundant:

- (i) for situations described in clause 17.1;
- (ii) if the termination or withdrawal is related to any situation described in section 15 (where transfer or introduction fee may apply);
- (iii) if the Temporary Worker or group of Temporary Workers do not fulfil the Client's requirements, previously given to the Agency.

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

17.4. The Agency shall notify the Client immediately if it receives or otherwise obtains information, which gives it reasonable grounds to believe that a Temporary Worker supplied to the Client is unsuitable for the Assignment, and shall terminate the Assignment under the provisions of clause 17.2.

17.5 The Agency and Client shall inform each other about the expected date of termination of the contract and about any changes of that date immediately.

## PART IV Special situations

### 18. PROFESSIONALS AND WORK WITH VULNERABLE PERSONS

18.1. Where the Applicant/Temporary Worker is required by law, or any professional body to have any qualifications, authorizations to work in the position which the Client seeks to fill or on the Assignment; or the work/Assignment involves caring for or attending one or more persons under the age of eighteen, or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Agency will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Applicant/Temporary Worker, two references from persons not related to the Applicant/Temporary Worker who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Applicant/Temporary Worker is suitable for the position. If the Agency 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.

Client name	Signed for and on behalf of the Client
Date	Signed for and on behalf of the Agency