



## Terms of Business

Porter Moore

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# PORTER MOORE LIMITED TERMS AND CONDITIONS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT OR CONTRACT STAFF TO BE DIRECTLY EMPLOYED BY THE CLIENT

## 1. DEFINITIONS

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

“**Applicant**” means the person introduced by the Agency to the Client for an Engagement including any officer or employee of the Applicant if the Applicant is a limited company and members of the Agency’s own staff;

“**Client**” means the person; firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to which the Applicant is introduced;

“**Agency**” means Porter Moore Limited;

“**Engagement**” means the engagement, employment or use of the Applicant by the Client or any third party 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 is an officer or employee

“**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;

“**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 Applicant for services rendered to or on behalf of the Client. Where the Client provides a company car, a notional amount of £5000 will be added to the salary in order to calculate the Agency’s fee.

1.2. Unless the context requires otherwise, references to the singular include the plural.

1.3. The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

## 2. THE CONTRACT

2.1. These Terms constitute the contract between the Agency and the Client and are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant or the passing of any information about the Applicant 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 a Managing Director of the Agency, these Terms of business prevail over any other terms of business or purchase conditions put forward by the Client.

2.3. Any variation of these Terms and Conditions of Business in respect of fees and refunds must be previously agreed between a Manager of the Agency and the Client and set out in writing and a copy of the varied terms given to the Client stating the date on or after which such varied terms shall apply.

## 3. NOTIFICATION AND FEES

3.1. The Client agrees:

- To notify the Agency immediately of any offer of an Engagement which it makes to the Applicant;
- 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
- To pay the Agency’s fee within 28 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 accepts the offer of the Engagement whether such an offer shall be conditional or not when the Agency will render an invoice to the Client for its fees.

3.3. The Agency reserves the right to charge interest on invoice amounts unpaid for more than 28 days at the rate of 4% per annum above the base rate of the Bank of Scotland at the time being enforced on any such invoice amounts calculated on a daily basis.

3.4. The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is calculated in accordance with the following Fee Structure on the Remuneration applicable during the first 12 months of the Engagement. VAT charged on the fee if applicable.

Salary of Applicant Percentage Fee Payable

£0-£9,999 15%

£10,000 - £19,999 17.5%

£20,000 - £29,999 20%

£30,000 plus 25%

3.5. In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 3.4 will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 6 calendar months 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 the first anniversary of its commencement, whichever is the sooner.

3.6. If the Client subsequently engages or re-engages the Applicant within the period of 6 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 3.4 above becomes payable.

3.7. If any of the following Clients of Persons uses, engages or employs an Applicant registered with or used by the Agency or who has been registered with or used by the Agency within 6 months of being introduced to such a Client or Persons then the introduction fee of the Agency as per the current scale of rates and charges will be payable by the Client as if the Client was that said following person and that the said following person had contracted with the Agency on these Terms and Conditions of Business:-

- A Client or any servant or agent or employee of the Client; or
- any associate or subsidiary of the Client or any servant or agent or employee of such associate or subsidiary; or
- any other person to whom any of these referred to in Clauses 3.7(a) or 3.7(b) above introduced that Applicant. Without prejudice to the generality thereof, an introduction shall be deemed to have been effected if that Applicant carries out any work at the premises of, or for the benefit of any persons referred to in the said Clauses whether in the employment of those persons or not.
- The introduction fee shall also be payable if the Client or Person shall enter into any contract for the supply of the Applicant’s services with any company or legal entity with which the Applicant is connected or associated with

and/or which company or legal entity invoices that Client for the Applicant’s services.

## 4. REFUNDS

4.1. In order to qualify for the following refund, the Client must pay the Agency’s fee within 28 days of the date of invoice and must notify the Agency in writing of the termination of the Engagement within 7 days of its termination.

4.2. Should a successful Applicant leave the employment of the Client within 14 days of his/her commencement of employment for any reason (except where the Applicant is made redundant), the fee chargeable by the Agency will be refunded in full, if already paid, provided written notice of such termination of employment of the Applicant is given to the Agency by the Client within 7 days of the termination. If the Applicant leaves the employment of a Client between 14 days and 8 weeks after the commencement of his/her employment, an introduction fee of 50% only of the full introduction fee is payable by the Client save that this clause shall only apply where written notification from a Client is received by the Agency within 14 days of the Applicant’s last day of employment with the Client.

4.3. In circumstances where clause 3.6 and/or 3.7 applies the full fee stated in clause 3.4 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 minimum fee of 5% of the annual Remuneration.

## 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 6 months of the Introduction renders the Client liable to payment of the Agency’s fee as set out in clause 3.4 with no entitlement to any refund.

6.2. An Introduction fee calculated in accordance with clause 3.4 will be charged in relation to any Applicant or employee/consultant of the Agency engaged as a consequence of or resulting from an introduction by or through the Agency, whether direct or indirect, within 6 months from the date of 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 3.4 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.

## 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 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 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.

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

7.5. Notwithstanding clauses 7.1, 7.2, 7.3 and 7.4 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.

7.6. To enable the Agency to comply with its obligations under clauses 7.1, 7.2, 7.3 and 7.4 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.

## 8. SPECIAL SITUATIONS

8.1. Where the Applicant is required by law, or any professional body to have any qualifications or authorisations to work in the position which the Client seeks to fill; or the work 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, two references from persons not related to the Applicant 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 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.

8.2. The Client shall be solely responsible for taking up references (including the confirmation of any professional or academic qualifications), which it shall require and for arranging any medical examination and investigations

of the Applicant, the Applicant's background and for obtaining any work or other necessary permits and shall be solely responsible for satisfying itself as to the suitability of any Applicant.

## 9. LIABILITY

9.1 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.

## 10. LAW

10.1 These Terms are governed by the law of England & Wales are subject to the exclusive jurisdiction of the Courts of England & Wales.

Pertemps operates an Equal Opportunities Policy.

## 11. FORCE MAJEURE

11.1 Except as otherwise provided, neither party shall be obliged to perform hereunder and neither shall be deemed to be in breach if performance is prevented by (i) fire, earthquake, flood, wind, typhoon, water, act of God, riot, civil commotion, or other matter or condition of like nature, or (ii) any law, ordinance, rule, regulation or order of any public, governmental or military authority stemming from the existence of economic controls, riot, hostilities, war or governmental law and regulations.

## 12. ASSIGNMENT

12.1 The Client or Agency shall not without the consent in writing of the other party assign or transfer the Contract or any part, share or interest therein. No installment or other sum of money due payable under the Contract shall be payable to any other person than the Agency.

## 13. CONFIDENTIAL MATERIAL

13.1 The Client agrees to treat the Contract as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any unpublished information relating to the Agency's technology, or other know-how, business plans or finances or any such information relating to a subsidiary, supplier, customer or client of the Agency where the information was received during the period of the Contract and upon termination of this Contract for whatever reason the Client shall deliver up to the Agency all working papers, computer disks and tapes or other material and copies provided to or prepared by the Client pursuant either to this Contract or to any previous obligation owed to the Agency.

## 14. PARTNERSHIP

14.1 The provisions of this contract shall not be deemed to constitute a partnership between the parties.

## 15. ECONOMIC AND MONETARY UNION

15.1 A decision by the United Kingdom to join or not to join the Economic and Monetary Union will not itself cause this Agreement to be terminated or entitle one party unilaterally to vary or terminate it.

## 16. THIRD PARTY RIGHTS

16.1 No provision in this Contract is intended to or does confer upon any Third Party any benefit or right enforceable by the Third Party.

# PORTER MOORE LIMITED TERMS AND CONDITIONS OF BUSINESS (FOR THE SUPPLY OF TEMPORARY WORKERS)

## 1. DEFINITIONS

1.1. In these Terms and Conditions 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 or introduced;

**"The Employment Business"** means Pertemps Porter Moore Ltd;

**"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 service or for services; an agency, license, franchise or partnership arrangement; or any other engagement; directly or through a limited company of which the Temporary Worker is an officer or employee

**"Temporary Worker"** means the individual who is introduced by the Employment Business to render services to the Client.

**"Transfer Fee"** means the fee payable in accordance with clause 7.1 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

**"Introduction Fee"** means the fee payable in accordance with clause 7.2 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

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

**"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, nontaxable) 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 amount will be added to the salary in order to calculate the Employment Business' fee.

1.2. Unless the context otherwise requires, references to the singular include the plural.

1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.

## 2. THE CONTRACT

2.1. These Terms constitute the contract between the Employment Business and the Client for 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 or the passing of any information about the Temporary Worker to any third party following an Introduction.

2.2 Any variation of these Terms and Conditions of Business in respect of rates, fees and refunds must be previously agreed in writing by a Manager of the Employment Business to be effective. All other variations must be

previously agreed in writing by a Managing Director of the Employment Business to be effective.

## 3. CHARGES

3.1 The Hirer agrees to pay the Employment Business the hourly charges of the Employment Business as notified at the time of booking of the Temporary Worker for all hours or parts of any hour actually worked by the Temporary Worker. An overtime charge will be charged at 1.1/2 times the hourly charge for any hours or parts of any hour exceeding 7.1/2 hours per day from Monday to Friday inclusive and any hours worked on a Saturday shall be chargeable at the overtime charge rate of 1.1/2 times the hourly charge rate and any hours worked on any Sunday or Statutory and/or Bank Holidays shall be chargeable at double the hourly charge. The charges comprise mainly the Temporary Worker's pay but also include the Employment Business' commission calculated as a percentage of the Temporary Worker's 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 are as reasonable. VAT, if applicable, is payable on the entirety of these charges.

3.2 The charges are invoiced to the Client on a weekly basis and are payable within 28 days of the date of invoice.

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 the Bank of England from the due date until the date of payment.

3.3 Should the Client have any reasonable cause to complain to the Employment Business about a Temporary Worker within 7 hours of that Temporary Worker commencing an assignment, then the Employment Business will make no charge for the said Temporary Worker up to a maximum of 7 hours, providing that complaint is received by the Employment Business within that 7 hour period and confirmed in writing by the Client and such confirmation received by the Employment Business within 48 hours. Save as aforesaid there are no rebates payable in respect of the charges of the Employment Business.

## 4. INFORMATION TO BE PROVIDED

4.1 When making an Introduction of a Temporary Worker to the Client the Employment Business shall use best endeavours to 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 Employment Business under a contract of service or apprenticeship or a contract for services; and that the Temporary Worker is willing to work in the Assignment.

4.2 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.

## 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) 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 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 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. 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 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 10.1 below.

## 6. PAYMENT OF THE TEMPORARY WORKER

6.1 The Employment Business 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.

## 7. TRANSFER AND INTRODUCTION FEES

7.1 In the event of the Engagement by the Client of a Temporary Worker supplied by the Employment Business for an Assignment either (1) directly or (2) pursuant to being supplied by another employment business 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 a 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 on the Assignment.

The client shall be liable, to either:

- a) Subject to electing upon giving 7 days notice, an extended period of hire of the Temporary Worker being 13 weeks during which the Client shall pay the hourly charge agreed pursuant to clause 3.1 for each hour the Temporary Worker is so employed or supplied; or
  - b) A Transfer Fee calculated as follows: 10% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges agreed pursuant to clause 3.1 multiplied by 200. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable on management charge only. 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.
- 7.2 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 Employment Business to the Client, but which leads to an Engagement of the Temporary Worker by the Client either directly or pursuant to being supplied by another employment business within 6 months from the date of Introduction the Client shall be liable, to either:
- a) Subject to electing upon giving 7 days notice, a period of hire of the Temporary Worker being 13 weeks during which the Client shall pay the hourly charges agreed pursuant to clause 3.1 above for each hour the Temporary Worker is so employed or supplied; or
  - b) An Introduction Fee calculated as follows: 10% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges agreed pursuant to clause 3.1 multiplied by 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. 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.

- 7.3 In the event that the Engagement of the Temporary Worker is for a fixed term of less than 12 months, the fee in clause 7.1(b) or 7.2(b), 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 3 months of the termination of the first Engagement the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is sooner.
- 7.4 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 Employment Business 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 7.1 (b) or 7.2 (b) 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.
- 7.5 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:
  - 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 on the Assignment: the Client shall be liable to pay a Transfer Fee calculated as follows: 10% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges agreed pursuant to clause 3.1 multiplied by 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.
- 7.6 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 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 Worker by the third party within 6 months from the date of Introduction the Client shall be liable, to an Introduction Fee calculated as follows: 10% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges agreed pursuant to clause 3.1 multiplied by 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.

**8. LIABILITY**

- 8.1 Whilst every effort is made by the Employment Business 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 Employment Business 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 Employment Business does not exclude liability for death or personal injury arising from its own negligence.
- 8.2 Temporary Workers supplied by the Employment Business are engaged under contracts for services. They are not the employees of the Employment Business 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 6 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments.
- 8.3 The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the 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 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.
- 8.4 The Client undertakes 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.
- 8.5 The Client shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred by the Employment Business arising out of any Assignment or arising out of any noncompliance with clauses 8.2 and 8.3 and/or as a result of any breach of these Terms by the Client.

**9. SPECIAL SITUATIONS**

- 9.1 Where the Temporary Worker is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment or the Assignment involves caring for or attending one or more 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 Client shall advise the Employment Business as to the same in writing and, if so required, the Employment Business will take all reasonably practicable steps to obtain and offer to provide to the Client:
- Copies of any relevant qualifications or authorisations of the Temporary Worker, and
  - Two references from persons not related to the Temporary Worker who have agreed that the references they provide may be disclosed to the Client If the Employment Business is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information.
- 9.2 Where the Employment Business supplies Temporary Workers as Drivers of Ordinary and/or "O" licensed vehicles.
- (a) The Temporary Drivers are supplied by the Employment Business on the sole understanding that the Client holds an Operators Licence within the meaning of the Transport Acts, where required.

- (b) As far as is possible, the Employment Business will check references of Temporary Drivers, and will examine driving licences and permits. Notwithstanding this the Client agrees to take direct responsibility for all statutory duties where applicable in respect of driving licence and permits, driver's hours and records, the issue and collection of tachograph cards, maintenance and safety of vehicles, Health and Safety Regulations, and Road Traffic liability insurances: including but not limited to fully comprehensive insurance for the vehicle to be driven and its contents.
- (c) To assist Clients in complying with the relevant provisions of the Transport Acts, the Employment Business agrees to provide the Client upon request with such information as is available to the Employment Business about any driving assignments carried out by the Temporary Driver in the seven days immediately preceding the commencement of an assignment with the Employment Business, provided the Temporary Driver shall have worked for a Client or Employment Business during those seven days.

**10. TERMINATION**

- 10.1 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.
- 10.2 Any of the Client, the Employment Business or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability.
- 10.3 The Client shall notify the Employment Business 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.

**11. LAW**

- 11.1 These Terms are governed by the law of England & Wales are subject to the exclusive jurisdiction of the Courts of England & Wales.  
 Pertemps Operate an Equal Opportunities Policy

**12. FORCE MAJEURE**

- 12.1 Except as otherwise provided, neither party shall be obliged to perform hereunder and neither shall be deemed to be in breach if performance is prevented by (i) fire, earthquake, flood, wind, typhoon, water, act of God, riot, civil commotion, or other matter or condition of like nature, or (ii) any law, ordinance, rule, regulation or order of any public, governmental or military authority stemming from the existence of economic controls, riot, hostilities, war or governmental law and regulations.

**13. ASSIGNMENT**

- 13.1 The Client or Agency shall not without the consent in writing of the other party assign or transfer the Contract or any part, share or interest therein. No installment or other sum of money due payable under the Contract shall be payable to any other person than the Agency.

**14. CONFIDENTIAL MATERIAL**

- 14.1 The Client agrees to treat the Contract as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any unpublished information relating to the Agency's technology, or other know-how, business plans or finances or any such information relating to a subsidiary, supplier, customer or client of the Agency where the information was received during the period of the Contract and upon termination of this Contract for whatever reason the Client shall deliver up to the Agency all working papers, computer disks and tapes or other material and copies provided to or prepared by the Client pursuant either to this Contract or to any previous obligation owed to the Agency.

**15. PARTNERSHIP**

- 15.1 The provisions of this contract shall not be deemed to constitute a partnership between the parties.

**16. ECONOMIC AND MONETARY UNION**

- 16.1 A decision by the United Kingdom to join or not to join the Economic and Monetary Union will not itself cause this Agreement to be terminated or entitle one party unilaterally to vary or terminate it.

**17. THIRD PARTY RIGHTS**

- 17.1 No provision in this Contract is intended to or does confer upon any Third Party any benefit or right enforceable by the Third Party.

Name (Block Capitals): .....

Organisation: .....

Signature: ..... Date:.....