

Bespoke Career Management Limited

a company incorporated in England and Wales under company number 5041567
and whose registered office is at Studio 302, 24-28a Hatton Wall, London, EC1N 8JH ("the Employment Agency");

Standard Terms of Business

Introduction of Candidates to Clients for Direct Employment/Engagement

1. Definitions

In these Terms -

- 1.1 **"Client"** means the person, firm or corporate body to whom the Employment Agency Introduces a Candidate;
- 1.2 **"Candidate"** means the person Introduced by the Employment Agency to the Client for an Engagement including, but not limited to, any officer or employee of the Candidate if the Candidate is a limited company, any member or employee of the Candidate if the Candidate is a limited liability partnership, and members of the Employment Agency's own staff;
- 1.3 **"Engagement"** means the engagement, employment or use of the Candidate by the Client or by any Third Party to whom or to which the Candidate was Introduced by the Client (whether with or without the Employment Agency's knowledge or consent) on a permanent or temporary basis, howsoever engaged (whether directly or indirectly) and "Engages" and "Engaged" shall be construed accordingly;
- 1.4 **"Introduction"** means
- the interview of a Candidate in person or by telephone; or
 - the passing of a curriculum vitae or information about the Candidate.
- The time of the Introduction shall be taken to be the earlier of (a) and (b) above; and "Introduced" and "Introduces" shall be construed accordingly;
- 1.5 **"Regulations"** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 and references to a particular Regulation are references contained therein;
- 1.6 **"Remuneration"** includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, shift allowances, location weighting and call-out allowances, the benefit of a company car and all other payments or emoluments payable to or receivable by the Candidate for services rendered to or on behalf of the Client. Where the Client provides a company car, a notional amount of £5,000 will be added to the salary in order to calculate the Employment Agency's fee;
- 1.7 **"Terms"** means these Terms of Business as further defined with clause 2;
- 1.8 **"Third Party"** means any company or person who is not the Client. For the avoidance of doubt, subsidiary and associated companies of the Client (as defined by s. 1159 of the Companies Act 2006 and s.416 of the Income and Corporation Taxes Act 1988 respectively) are included in this definition.

2. These Terms

- 2.1 These Terms constitute the entire agreement between the Employment Agency and the Client in relation to the subject matter hereof and are deemed to be accepted by the Client and to apply by virtue of

(a) an Introduction to the Client of, or the Engagement by the Client of, a Candidate or (b) the passing of information about the Candidate by the Client to any Third Party or (c) the Client's interview or request to interview a Candidate or (d) the Client's signature at the end of these Terms or (e) any other written expressed acceptance of these Terms. For the avoidance of doubt, these Terms apply whether or not the Candidate is Engaged by the Client for the same type of work as that for which the Introduction was originally effected.

- 2.2 The Terms supersede all previous agreements between the parties in relation to the subject matter hereof.
- 2.3 These Terms prevail over any other terms of business or purchase conditions put forward by the Client.
- 2.4 The Client authorises the Employment Agency to act on its behalf in seeking Candidates and, if the Client so requests, shall advertise for such Candidates through such methods as are agreed with the Client.
- 2.5 For the purposes of these terms, the Employment Agency acts as an employment agency as defined within the Regulations.

3. Obligations of the Employment Agency

- 3.1 The Employment Agency shall use reasonable endeavours to introduce one or more suitable Candidates to meet the requirements of the Client for any particular vacancy. The Employment Agency cannot guarantee to find a suitable Candidate for each vacancy. Without prejudice to clause 3.2 below, the Employment Agency shall use reasonable endeavours to ascertain that the information provided by the Employment Agency to the Client in respect of the Candidate is accurate.
- 3.2 The Employment Agency accepts no responsibility in respect of matters outside its knowledge and the Client must satisfy itself as to the suitability of the Candidate.

4. Client Obligations

- 4.1 The Client shall satisfy itself as to the suitability of the Candidate. 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 Candidate, and satisfying other requirements, qualifications or permission required by law of the country in which the Candidate is engaged to work.
- 4.2 To enable the Employment Agency to comply with its obligations under clause 3 the Client undertakes to provide to the Employment Agency details of the position which the Client seeks to fill, including the type of work that the Candidate 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 Candidate 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.

- 4.3 The Client shall provide details of the date the Client requires the Candidate to commence work, 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 Candidate would be entitled to give and receive to terminate the employment with the Client.
- 4.4 The Client shall inform the Employment Agency of any information it has that suggests it would be detrimental to the interests of either the Client or the Candidate for the Candidate to work in the position which the Client seeks to fill.
- 4.5 The Client shall inform the Employment Agency within 1 working day where it receives details of a Candidate from the Employment Agency which it has already received from another agency in relation to the same vacancy. If no such notification is given by the Client then, in the event of an Engagement, the Client agrees the Employment Agency is entitled to charge a fee in accordance with clause 5.2.
- 4.6 The Client agrees to,
- notify the Employment Agency as soon as possible (and in any event, not later than 7 days from the date of the offer or from the date the Engagement takes effect; whichever is earlier) of any offer of an Engagement which it makes to the Candidate; and
 - notify the Employment Agency immediately that its offer of an Engagement to the Candidate has been accepted and to provide details of the Remuneration to the Candidate; and
 - pay the Employment Agency's fee within the period set out under clause 6.2.
- 4.7 The Client shall not, and shall not seek to cause the Employment Agency to, unlawfully discriminate in relation to the services provided by the Employment Agency to the Client in connection with these Terms and shall disclose any and all information requested by the Employment Agency in the event a Candidate makes a complaint to the Employment Agency.

5. Charges/Fees

- 5.1 Introductions of Candidates are confidential. Where the Client discloses to a Third Party any details regarding a Candidate Introduced to the Client by the Employment Agency that Third Party subsequently Engages the Candidate within 6 months from the date of the Introduction, the Client shall pay the Employment Agency's fee as set out in clause 5.3. and there shall be no entitlement to any rebate or refund to the Client or Third Party.
- 5.2 The Client shall pay the Employment Agency a fee calculated in accordance with clause 5.3 where it Engages, whether directly or indirectly, any Candidate Introduced by or through the Employment Agency within 6 months from the date of the Employment Agency's Introduction.
- 5.3 The fee shall be calculated as a percentage of the Candidate's Remuneration applicable during the first 12 months of the Engagement (as set out in the table below). The Employment Agency will charge VAT on the fee where applicable.

- 5.4 All charges are subject to a minimum fee of £3,500.

Candidate's Remuneration	Percentage payable as the Fee
£0 to £59,999	18%
£60,000 and above	25%

- 5.5 Where the amount of the actual Remuneration is not known or disclosed, the Employment Agency will charge a fee calculated in accordance with clause 5.3 on the maximum level of remuneration applicable for the position or type of position the Candidate had been originally submitted to the Client for and/or comparable position in the general marketplace.
- 5.6 Where the Engagement is for a fixed term of less than 12 months (minimum 6 months), the fee in clause 5.3 will apply pro-rata. Where the Engagement is extended beyond the initial fixed term or where the Client re-Engages the Candidate within 6 months from the date of planned or actual termination of the first Engagement, the Client shall pay a further fee based on the Remuneration applicable for the period of Engagement following the initial fixed term period up to the termination of the second Engagement or until the Candidate has been engaged for a total of one year.
- 5.7 Charges incurred by the Employment Agency at the Client's written request in respect of advertising or any other matters will be charged to the Client in addition to the fee and such charges will be payable whether or not the Candidate is Engaged.
- ## 6. Invoices
- 6.1 Except in the circumstances set out in clause 5.1, no fee is incurred by the Client until the Candidate commences the Engagement; whereupon the Employment Agency will render an invoice to the Client for its fees.
- 6.2 The Employment Agency shall raise invoices in respect of the charges payable and the Client agrees to pay the amount due within 30 days of the date of the invoice.
- 6.3 All invoices will be deemed to be accepted in full by the Client in accordance with the payment terms stated within clause 6.2 unless the Client notifies the Employment Agency in writing within 5 days of the amount the Client disputes and the reason the Client disputes that amount. In the event the Client does so notify the Employment Agency that it wishes to dispute part of an invoice, the Client shall pay the undisputed part of the invoice within the agreed payment terms and shall co-operate fully with the Employment Agency in order to resolve the dispute as quickly as possible.
- 6.4 The Employment Agency reserves the right to charge interest on invoiced amounts overdue at the statutory rate as prescribed pursuant to Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 (as may be calculated using the calculator on the website: www.payontime.co.uk).
- ## 7. Rebates
- 7.1 Where the Client qualifies for a rebate in accordance with clause 7.2, and the Engagement of the Candidate is terminated by the Client or the

Candidate within the time periods specified below, the Client shall be entitled to a rebate of the introduction fee as follows,

Duration of Employment	Percentage of Fee to be rebated
1 to 2 weeks	90%
3 to 4 weeks	80%
5 to 6 weeks	60%
9 to 10 weeks	20%
11 to 12 weeks	10%
12 weeks or more	0%

7.2 The following conditions must be met in order for the Client to qualify for a rebate,

- a) the Client must notify the Employment Agency that the Candidate's Engagement has ended within 7 days of the Engagement ending or within 7 days of notice being given to end the Engagement; whichever is earlier; or
- b) the Employment Agency's invoice for the fee must have been paid within the payment terms in accordance with clause 6.2; or
- c) the Candidate's engagement is not terminated by reason of redundancy or re-organisation or change in strategy of the Client; or
- d) the Candidate did not leave the Engagement because he/she reasonably believed that the nature of the actual work was substantially different from the information the Client provided prior to the Candidate's acceptance of the Engagement; or
- e) the Candidate did not leave the Engagement as a result of discrimination or other acts against the Candidate; or
- f) the Candidate was not at any time in the 12 months prior to the start of the Engagement employed or hired (whether on a permanent or contract basis) by the Client.

7.3 Where the Client re-engages the Candidate either on an employment or indirect basis, any rebate paid to the Client under clause 7.1 in respect of that Candidate, shall be immediately repaid to the Employment Agency by the Client.

8. Liability and Indemnity

- 8.1 The Employment 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 Employment Agency seeking a Candidate for the Client or from the Introduction or Engagement of any Candidate by the Client or from the failure of the Employment Agency to introduce any Candidate or from the Client's disclosure to a Third Party of any details regarding a Candidate.
- 8.2 Notwithstanding clause 8.1 above, nothing in these Terms shall be deemed to exclude or restrict any liability of the Employment Agency to the Client for personal injury or death.
- 8.3 The Employment Agency shall not be liable for failure to perform its obligations under these Terms if such failure results by reason of any cause beyond its reasonable control.
- 8.4 The Client shall indemnify and keep indemnified the Employment Agency against any costs (including

legal costs), claims or liabilities incurred directly or indirectly by the Employment Agency arising out of or in connection with these Terms including (without limitation) as a result of,

- a) any breach of these Terms by the Client or by its employees or agents; and/or
- b) any breach by the Client or Third Party, or any of its employees or agents, of any applicable statutory provisions (including, without limitation, any statutory provisions prohibiting or restricting discrimination or other inequality of opportunity, immigration legislation and the Regulations); and/or
- c) any unauthorised disclosure of a Candidate details by the Client or Third Party, or any of its employees or agents.

9. Termination

- 9.1 These Terms may be terminated by either party by giving to the other immediate notice in the event that either the Employment Agency or the Client goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or has a receiver or administrator appointed or where the Employment Agency has reasonable grounds to believe the Client will not pay the Employment Agency's invoice within the payment terms agreed within clause 6.2.

10. Equal Opportunities

- 10.1 The Employment Agency is committed to equal opportunities and expects the Client to comply with all anti-discrimination legislation as regards the selection and treatment of Candidates.

11. Confidentiality

- 11.1 All information contained within these Terms shall remain confidential and the Client shall not divulge it to any Third Party save for its own employees and professional advisers and as may be required by law.
- 11.2 The Client shall not without the prior written consent of the Employment Agency provide any information in respect of the Candidate to any Third Party whether for employment purposes or otherwise.
- 11.3 The Client agrees to comply with the Data Protection Act 1988 ("the Act") and shall not cause or seek to cause the Employment Agency to breach the Act in connection with these Terms and shall provide any and all information requested by the Employment Agency in a timely manner to assist the Employment Agency to respond to a Data Subject access request (as defined with the Act).

12. General

- 12.1 Any failure by the Employment Business to enforce at any particular time any one or more of these Terms shall not be deemed a waiver of such rights or of the right to enforce these Terms subsequently.
- 12.2 Headings contained in these Terms are for reference purposes only and shall not affect the intended meanings of the clauses to which they relate.
- 12.3 No provision of these Terms shall be enforceable by any person who is not a party to it pursuant to the Contract (Rights of Third Parties) Act 1999.
- 12.4 If any provision, clause or part-clause of these Terms is held to be invalid, void, illegal or otherwise unenforceable by any judicial body, the remaining

provisions of these Terms shall remain in full force and effect to the extent permitted by law.

12.5 Any reference to legislation, statute, act or regulation shall include any revisions, re-enactments or amendments that may be made from time to time.

13. Notices

13.1 Any notice required to be given under these Terms (including the delivery of any information or invoice) shall be delivered by hand, sent by facsimile, e-mail or prepaid first class post to the recipient at its fax number or address specified in these Terms (or as otherwise notified from time to time to the sender by the recipient for the purposes of these Terms).

13.2 Notices shall be deemed to have been given and served,

- a) if delivered by hand, at the time of delivery if delivered before 5.00pm on a business day or in any other case at 10.00am on the next business day after the day of delivery; or
- b) if sent by facsimile or e-mail, at the time of despatch if despatched on a business day before 5.00 p.m. or in any other case at 10.00 a.m. on the

next business day after the day of despatch, unless the transmission report indicates a faulty or incomplete transmission or, within the relevant business day, the recipient informs the sender that the facsimile or e-mail message was received in an incomplete or illegible form; or

c) if sent by prepaid first class post, 48 hours from the time of posting.

14. Variation

14.1 No variation or alteration of these Terms shall be valid unless approved in writing by the Client and the Employment Agency.

15. Applicable Law

15.1 These Terms shall be construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

Client Signature :

Signature: _____

Print Name : _____

Date: _____

For and on behalf of: _____

Employment Agency Signature :

Signature: _____

Print Name : _____

Date: _____

For and on behalf of Bespoke Career Management Limited

Bespoke Career Management Limited

a company incorporated in England and Wales under company number 5041567
and whose registered office is at is Studio 302, 24-28a Hatton Wall, London, EC1N 8JH ("the Employment Business");

Standard Terms of Business Supply of PAYE Temporary Workers to Clients

1. Definitions

In these Terms -

- 1.1. **"Alternative Hire Period"** means the period agreed and set out within the relevant area of the Temp Schedule;
- 1.2. **"Assignment"** means the period during which the Temp supplied by the Employment Business renders the Services to the Client;
- 1.3. **"AWR"** means the Agency Workers Regulations 2010 (as amended);
- 1.4. **"Candidate"** means the person introduced by the Employment Business to the Client for an Engagement including, but not limited to, members of the Employment Business own staff;
- 1.5. **"Client"** means the entity stated within the relevant area of the Temp Schedule;
- 1.6. **"Client Group"** means the Client, any body corporate of which the Client is a subsidiary (as defined by s. 1159 of the Companies Act 2006), any other subsidiary of such body corporate and any subsidiary of the Client;
- 1.7. **"Conduct Regulations"** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended);
- 1.8. **"End User"** means the company under who's supervision and direction the Agency Worker temporarily works for during the Assignment;
- 1.9. **"Engagement"** means the engagement, employment or use of the Candidate and/or Temp by the Client or by any third party to whom or to which the Candidate and/or Temp was introduced by the Client (whether with or without the Employment Business's knowledge or consent) on a permanent or temporary basis, whether under a contract of service or for services; under an agency, license, franchise or partnership agreement; or through any other engagement directly or through a limited company of which the Candidate is an officer or employee or through a limited liability partnership of which the Candidate and/or Temp is a member or employee; or indirectly through another Employment Business or company which holds itself out as such and **"Engage"** and **"Engaged"** shall be construed accordingly;
- 1.10. **"Introduced"** means -
 - 1.10.1. the Client's interview of a Candidate in person or by telephone or by any other audio or visual means; or
 - 1.10.2. the passing to the Client of a curriculum vitae or information about the Candidate;
whichever is earlier and **"Introduces"** and **"Introduction"** shall be construed accordingly;
- 1.11. **"Qualifying Period"** means as defined within regulation 7 of the AWR;
- 1.12. **"Quarantine Period"** means the "relevant period" as set out within regulation 10(5) of the Conduct Regulations;
- 1.13. **"Remuneration"** means basic salary, shift or weighting allowances, guaranteed and/or anticipated bonus and commission earnings, car allowance and any other benefit or allowance;
- 1.14. **"Services"** means the work to be performed by the Temp pursuant to these Terms and as described within the relevant area of the Temp Schedule;
- 1.15. **"Temp"** means the individual named within the relevant area of the Temp Schedule;
- 1.16. **"Temp Schedule"** means the schedule given by the Employment Business to the Client confirming the details of each Assignment;
- 1.17. **"Terms"** means these terms of business and shall include any Temp Schedules issued pursuant to these terms of business; and
- 1.18. **"Transfer Fee"** means the fee set out within the relevant area of the Temp Schedule.

2. These Terms

- 2.1. These Terms are effective from and including 1st December 2011 and supersede all previous terms of business issued by the Employment Business.
- 2.2. These Terms shall be deemed to be accepted by the Client and to apply by virtue of (a) an Introduction to the Client of, or the Engagement by the Client of, a Candidate or (b) the passing of information about the Candidate by the Client to any third party or (c) the Client's interview or request to interview a Candidate or (d) the Client's signature at the end of these Terms or (e) any other written, expressed acceptance of these Terms or (f) the signature by the Client of a timesheet relating to services performed by a Temp. For the avoidance of doubt, these Terms apply whether or not the Candidate is Engaged by the Client for the same type of work as that for which the Introduction was originally effected.

- 2.3. These Terms contain the entire agreement between the parties in relation to the subject matter hereof and, unless otherwise agreed in writing, these Terms prevail over any previous terms of business, agreement or any purchase conditions put forward by the Client. This clause is without prejudice to any rights which have arisen prior to termination of such and nothing shall operate to exclude or limit the liability of any party in respect of fraud.
- 2.4. For the purposes of these Terms, the Employment Business acts as an employment business as defined within the Conduct Regulations.
- 2.5. The Client authorises the Employment Business to act on its behalf in seeking Candidates and, if the Client so requests, shall advertise for Candidates through such additional methods as are agreed with the Client at the Client's exclusive cost.

3. Client Obligations

- 3.1. The Client shall be responsible for providing any necessary resources and facilities for the Temp.
- 3.2. These Terms are personal to the Client and shall not be assigned by it without the prior written consent of the Employment Business. For the avoidance of doubt, this restriction shall include any assignment to any subsidiary, associated company or member of the Client's group.
- 3.3. The Client shall provide the Employment Business with details of any specific health and safety risks in relation to the Services, together with details of any steps taken to prevent or control such risks.
- 3.4. The Client shall ensure –
- a) the Temp works in a safe environment in accordance with a safe system of work and that the Client complies with all relevant health and safety legislation and adheres to industry best practice;
 - b) the Temp does not undertake any work during the Assignment which is hazardous without first conducting a risk assessment, informing the Employment Business and the Temp of the outcome of that risk assessment and steps taken (or to be taken) to reduce the risk.
- 3.5. The Client shall indemnify and keep indemnified the Employment Business from and against all loss or liability suffered or incurred by the Employment Business as a result of any claim by the Temp arising out of any injury or damage to his/her person and/or property suffered in the course of performing the Services.
- 3.6. The Client warrants and confirms that it has given the Employment Business sufficient information to properly consider the suitability of the Candidate and undertakes to confirm in writing to the Employment Business:
- a) the date upon which the Candidate/Temp is required to commence the provision of the Services; and
 - b) the expected duration of the Engagement; and
 - c) the nature of and/or specifics of the services required to be provided by the Candidate/Temp; and
 - d) the location/s the Candidate/Temp is expected to deliver the Services; and
 - e) the number of hours/days and any specific time-keeping and time recording requirements that the Client expects of the Candidate/Temp; and
 - f) any experience, training, qualifications, professional body authorisations the Client, the law or any relevant professional body requires the Candidate/Temp to possess to provide the Services; and
 - g) any expenses payable by or to the Candidate/Temp; and
 - h) any site regulations, IT access/security/usage policies, any other procedures or policies the Client requires the Candidate/Temp to adhere to and shall provide copies of any such policies/procedure to the Employment Business; and
 - i) the identity of the Client; and
 - j) any health and safety risks and any steps taken to address those risks.
- 3.7. The Client undertakes to notify the Employment Business immediately of its, or any member of the Client Group's, intention to:
- a) Engage a Candidate Introduced by the Employment Business; or
 - b) extend an Assignment or otherwise Engage directly or indirectly a Candidate and/or Temp Introduced or supplied by the Employment Business.
- 3.8. The Client shall inform the Employment Business in good time of any significant issues in relation to the Temp or where the Client is dissatisfied with any Temp in any respect.
- 3.9. The Client warrants that it shall, and where applicable shall ensure that the End User shall, from the start of the Assignment, provide the Temp with -
- a) information about relevant vacant posts with the End User; and

- b) save where objectively justifiable, access to any and all collective facilities and amenities of the End User,
- 3.10. in the same manner as if the Temp were a direct worker or employee of the End User.
- 3.11. Upon request from the Employment Business, the Client undertakes to provide (without delay) to the Employment Business accurate information about the working and employment conditions that are applicable to the End User, whether by contract or by collective agreement or otherwise and shall include subsequent variations thereto, the End User's employees and direct workers including (without limitation) –
- a) the End User's standard terms and conditions that apply to their employees and those that apply to their workers;
 - b) details relating to the application and calculation of, pay scales, bonuses, commission, overtime, shift allowance, unsocial hours allowance, hazardous duties, holiday pay, other related emoluments;
 - c) entitlements relating to annual leave, night work, rest periods, rest breaks;
 - d) benefits of monetary value including, without limitation, vouchers and stamps; and
 - e) any other information as may be required by the Employment Business to comply with the AWR.
- 3.12. Where the AWR applies to the Assignment, the Client agrees that it shall, upon request from the Employment Business and without delay, provide accurate details relating to the working and employment conditions (as defined within regulation 5(2) and regulation 6 of the AWR) of the End User's workers and/or employees who undertake the same or broadly similar work as that of the Temp during the Assignment.
- 3.13. Where the AWR applies to the Assignment and where applicable pursuant to information obtained under clause 3.9 above, the Client shall, and where applicable shall ensure that the End User shall, apply to the Temp the same or similar process as applied to assess Pay that is directly attributable to the amount or quality of the work done. For the purposes of this clause "**Pay**" means as defined in regulation 6(2) of the AWR.
- 3.14. Where the AWR applies to the Assignment and the Temp is pregnant, the Client acknowledges and agrees that, following the Qualifying Period, the Client shall, and where applicable shall procure that the End User shall, permit the Temp time off to attend ante-natal medical appointments and ante-natal classes.

- 3.15. Where the AWR applies to the Assignment, the Client acknowledges and agrees that, following the Qualifying Period and whereupon the Temp is unable to continue to provide some or all of the Services on maternity grounds due to reasons of health and safety, the Client shall, and where applicable shall procure that the End User shall, undertake to make such reasonable adjustments as are necessary to allow the Temp to continue providing services for the duration of the Assignment. For the avoidance of doubt, such reasonable adjustments shall include provision of alternative work on terms no less favourable than those applicable to the Assignment.
- 3.16. The Client undertakes and agrees to immediately notify the Employment Business where a Temp has worked for the End User in the same or similar role as the Assignment where, prior to the planned commencement of the Assignment, such role is within the Qualifying Period.
- 3.17. The Client warrants and undertakes that it shall not, and where applicable shall procure that the End User shall not, seek to deny the Temp's entitlement to rights under the AWR by virtue of the structure of assignments and shall at all times comply with regulation 9 of the AWR.
- 3.18. The Client warrants and undertakes that all information it provides to the Employment Business under these Terms shall be true and accurate.

4. The Employment Business's Obligations

- 4.1. The Employment Business shall use reasonable endeavours to introduce Candidates to the Client who meet the Client's stated requirements.
- 4.2. Where the Employment Business and the Client have agreed that the Employment Business will supply the Client with the services of the Temp, the Employment Business shall give the Client a Temp Schedule confirming the name of the Temp, the agreed charge rate(s), term of the Assignment, description of the Services, notice periods and any other relevant details communicated and agreed between the parties.
- 4.3. The Employment Business shall use reasonable endeavours to ensure that the Temp co-operates with the Client and complies with all the Client's reasonable and lawful instructions.
- 4.4. The Employment Business shall use reasonable endeavours to ensure that the Temp enters into an agreement which contains an obligation on the Temp to assign to the Client, the Temp's intellectual property

rights of whatever nature and, if registrable, whether registered or not, in all documents or other material and data or other information and devices or processes provided or created by the Temp in the provision of the Services.

- 4.5. The Employment Business shall use reasonable endeavours to ensure that the Temp enters into an agreement which contains an obligation on the Temp to keep confidential all confidential information of the Client obtained during the Assignment. For the purposes of this clause, confidential information is confidential if it is clearly marked confidential or if the Client states it is confidential clearly in writing to the Temp.
- 4.6. The Employment Business may substitute the Temp with another suitably qualified and similarly skilled Temp with reasonable notice at its absolute discretion.

5. Charges/Fees

- 5.1. The Client agrees to pay the Employment Business's charges for the Introduction and the services of Temps/Candidates as per the Temp Schedule.
- 5.2. The Client agrees to pay the charges set out in clause 5.1 above for the number of hours worked including a sum for Employer's National Insurance contribution and holiday pay in accordance with the Working Time Regulations 1998, in respect of the Temp.
- 5.3. Signature by, or representative of, the Client of timesheets or other verification of hours worked is conclusive evidence of the amount of time worked by the Temp. Failure to sign the timesheet does not absolve the Client of its obligation to pay the charges set out within these Terms.
- 5.4. If the Client is unable to sign a timesheet (or other agreed method of verification of hours/days) produced for authentication by the Temp because the Client disputes the amount of time claimed, then the Client shall notify the Employment Business within two working days from presentation to the client of the claimed hours/days for verification and shall co-operate fully and in a timely fashion with the Employment Business, including providing documentary evidence of the hours/days worked by the Temp, to enable the Employment Business to establish what periods of time, if any, the Temp worked.
- 5.5. With reference to clause 3.12, where such time off to attend ante-natal medical appointments and ante-natal classes falls within the normal working periods of the Temp under the Assignment, the Client agrees to pay the Employment Business's charges, in accordance with clause 5.1, for such periods

whether by inclusion of such time on a timesheet or otherwise.

- 5.6. There are no refunds or rebates payable by the Employment Business to the Client (or to Client Group where applicable) in respect of the Employment Business's charges.
- 5.7. The Client shall pay the Employment Business all reasonable business expenses incurred by the Temp in the provision of the Services.
- 5.8. VAT shall be payable on charges/fees where applicable.
- 5.9. The Client acknowledges and agrees that the Employment Business may, upon notice, increase the charge rate set out in under clause 5.1 (or as set out in the relevant Temp Schedule if applicable) in order to comply with the AWR.
- 5.10. The Client acknowledges that it has no right to set-off, withhold or deduct monies from sums due to the Employment Business under these Terms.
- 5.11. The Employment Business will not be liable for fraudulent timesheets.
- 5.12. The Client acknowledges the Employment Business may increase its charges where the cost of the supply of the Temp increases due to a change in legislation.

6. Invoices

- 6.1. The Employment Business shall be entitled to raise invoices weekly in respect of the charges payable and shall be paid by the Client within seven (7) days of the date of the invoice, unless otherwise agreed and set out within the relevant area of the Temp Schedule.
- 6.2. All invoices will be deemed to be accepted in full by the Client in accordance with the payment terms stated within clause 6.1 above unless the Client notifies the Employment Business in writing within five days of the amount the Client disputes and the reason the Client disputes that amount. In the event the Client does so notify the Employment Business that it wishes to dispute part of an invoice, the Client shall pay the undisputed part of the invoice within the agreed payment terms and shall co-operate fully with the Employment Business in order to resolve the dispute as quickly as possible.
- 6.3. The Employment Business reserves the right to charge interest on invoiced amounts overdue at the statutory rate as prescribed pursuant to Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998.

7. Termination of Assignments

- 7.1. The Client may, subject to clause 7.2 below, instruct the Employment Business by written notice, to end the Services of the Temp

immediately where the Client reasonably determines that the Temp has committed an act of serious misconduct or is substantially failing to perform the Services, provided that the Client provides detailed, written confirmation of the non-performance and/or misconduct.

- 7.2. The Client shall inform the Employment Business in good time of any significant issues in relation to the Temp or where the Client is dissatisfied with any Temp in any respect.
- 7.3. The Employment Business may end any and/or all Assignments immediately by giving the Client notice in writing if the Client is in material breach of these Terms.
- 7.4. When notice of termination of an Assignment is served by the Client, payment for each week of notice shall be based on the specified hours agreed in and set out within the relevant area of the Temp Schedule or actual hours worked by the Temp, whichever the greater. Payment shall be made by the Client in accordance with clauses 5 and 6 above irrespective of whether or not the Temp continues to provide the Services during this notice period.
- 7.5. In any event of termination of an Assignment pursuant to clause 7.1 above, the Employment Business shall use reasonable endeavours to provide an alternative Temp within fourteen days that in the reasonable opinion of the Employment Business is suitable to provide the Services.
- 7.6. These Terms may be terminated by either party by giving to the other immediate notice in the event that either party goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or has a receiver or administrator appointed or where the Employment Business has reasonable grounds to believe the Client will not pay the Employment Business's invoice within the payment terms agreed in accordance with clauses 5 and 6.
- 7.7. Notwithstanding clause 4.6, the Employment Business may, at its absolute discretion and at any time, terminate the Assignment upon immediate notice where in the opinion of the Employment Business the Temp is no longer suitable to provide the Service.

8. Engagement of Temps by Client or Third Parties

- 8.1. Subject to clause 9.1, when the Client or any member of the Client Group or any client of the Client with whom the Temp has/had contact with, Engage a Temp (other than through the Employment Business) either during the Assignment or within the Quarantine Period, the Client shall notify the

Employment Business of that Employment or Engagement and shall pay the Employment Business the Transfer Fee irrespective of the planned duration of the Engagement. No refund of the Transfer Fee will be paid in the event that the Employment or Engagement subsequently terminates. VAT is payable in addition to any fee due.

- 8.2. Subject to clause 9.2, where there has been an Introduction of a Candidate to the Client which does not immediately result in the supply of the services of that Candidate by the Employment Business to the Client, but which later leads to an Engagement of the Candidate by the Client or any member of the Client Group or any client of the Client with whom the Temp has/had contact with, whether directly or indirectly, within 6 months from the date of Introduction, the Client shall notify the Employment Business of that Engagement and shall be liable to pay a Transfer Fee irrespective of the planned duration of the Engagement. No refund of the Transfer Fee will be paid in the event that the Employment or Engagement subsequently terminates. VAT is payable in addition to any fee due.
- 8.3. All Introductions are confidential. If during the Assignment or the Quarantine Period the Client passes details of a Candidate and/or Temp to any third party resulting in the Engagement of that Candidate and/or Temp, then the Client shall be liable to pay the Transfer Fee.

9. Alternative Hire Period

- 9.1. As an alternative to the Transfer Fee agreed in clause 8.1, the Client may provide the Employment Business with the written notice in accordance with clause 7.4 above and to require the Employment Business to supply the services of the Temp for a further period agreed and set out within the relevant area of the Temp Schedule as the Alternative Hire Period, during which period the Client shall pay the charges agreed pursuant to clause 5.1.
- 9.2. As an alternative to the Transfer Fee agreed in clause 8.2, where the Employment Business introduces a Candidate but does not supply to the Client, the Client may provide the Employment Business with five days written notice to require the Employment Business to supply the services of the Temp for the Alternative Hire Period agreed and set out within the relevant area of the Temp Schedule, during which period the Client shall pay the charges agreed pursuant to clause 5.1 above.
- 9.3. Upon completion of the entire duration of Alternative Hire Period and the payment in full

of invoices relating thereto, the Client may engage with the Temp directly or indirectly without any additional payment to the Employment Business.

- 9.4. Where the Client does not give such notice as referred to within clauses 9.1 and 9.2 above before the Candidate is Engaged, the Client agrees and acknowledges that the Transfer Fee shall be due.
- 9.5. Pursuant to clauses 9.1 and 9.2 above, a further Temp Schedule shall be issued and these Terms shall continue in full force and effect during the Alternative Hire Period.
- 9.6. In the event the Temp or Candidate ceases to provide services for whatever reason during the Alternative Hire Period, the Client agrees and acknowledges that the Transfer Fee in accordance with clauses 8.1 and 8.2 above shall become due in full, minus the portion relating to the gross profit the Employment Business charged during the completed hours of the Alternative Hire Period.
- 9.7. For the avoidance of doubt, there shall be no refund of any fees or charges by the Employment Business to the Client where the Alternative Hire Period is terminated early howsoever arising.

10. Liability

- 10.1. The Employment Business shall use reasonable endeavours to ensure the Temp has the required standard of skill, integrity and reliability; nevertheless, the Employment Business shall not be liable for any loss, expense, damage or delay arising from and in connection with any failure on the part of the Temp to perform the Services nor for any negligence whether wilful or otherwise, dishonesty, fraud, acts or omissions, misconduct or lack of skill of the Temp howsoever arising.
- 10.2. All Temps are engaged under contracts for services. They are not the employees of the Employment Business.
- 10.3. The Client will comply in all respects with all relevant statutes, by-laws and legal requirements including provision of adequate public liability insurance in respect of the Temp. The Client shall allow and reasonably assist the Employment Business in complying with its legal obligations regarding the supply of service by Temps. Where it is foreseeable that the Temp will work hours in contravention to the provisions of the Working Time Regulations, the Client shall provide written notice to the Employment Business in good time prior to the commencement of the Assignment. The Employment Business shall

ask if the Temp is willing to sign the relevant opt-out under the Working Time Regulations.

- 10.4. The Employment Business is providing resourcing services comprising of sourcing, introduction and payroll administration in relation to the Temp and accordingly, the Employment Business shall not accept any liability whatsoever, howsoever arising for the quality of services provided by the Temp, save for death or personal injury caused by the Employment Business's negligence.
- 10.5. The Employment Business shall not be liable for any indirect or consequential losses or damage including but not limited to; loss of profits, revenue, goodwill, anticipated savings or for claims by third parties arising out of the Employment Business's performance or failure to perform any of its obligations in these Terms.
- 10.6. Save as required by law and subject to clause 10.7, the Employment Business shall have no liability to the Client in connection with these Terms.
- 10.7. Save as required by law, the sole aggregate liability of the Employment Business to the Client arising under or in connection with these Terms shall be limited to £10,000.

11. Indemnity

- 11.1. The Client shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred directly or indirectly by the Employment Business arising out of or in connection with any Assignment and these Terms including (without limitation) as a result of:
 - 11.1.1. any breach of these Terms by the Client; and
 - 11.1.2. any breach by the Client, or any of its employees or agents, of any applicable statutory provisions (including, without limitation, any statutory provisions prohibiting or restricting discrimination or other inequality of opportunity).

12. Data Protection Act

- 12.1. The Client warrants that any personal data relating to the Temp, whether provided by the Employment Business or by the Temp, shall be used, processed and recorded, whether by the Client or any party the client allows (or fails to prevent) access to, in accordance with -
 - 12.1.1. the Data Protection Act (as amended); and
 - 12.1.2. where relevant, any equivalent data protection legislation in relation to any countries outside the United Kingdom.

- 12.2. The Client shall provide evidence of compliance with clause 12.1 upon request from the Employment Business.
- 12.3. The Client shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred directly or indirectly by the Employment Business arising out of or in connection with any failure to comply with clause 12.1 above.

13. General

- 13.1. Any failure by the Employment Business to enforce at any particular time any one or more of these Terms shall not be deemed a waiver of such rights or of the right to enforce these Terms subsequently.
- 13.2. Headings contained in these Terms are for reference purposes only and shall not affect the intended meanings of the clauses to which they relate.
- 13.3. If any provision, clause or part-clause of these Terms is held to be invalid, void, illegal or otherwise unenforceable by any judicial body, the remaining provisions of these Terms shall remain in full force and effect to the extent permitted by law.
- 13.4. No provision of these Terms shall be enforceable by any person who is not a party to it pursuant to the Contract (Rights of Third Parties) Act 1999 ("the Act"). This does not, however, affect any right or remedy of a third party that exists or is available independently of the Act.
- 13.5. Notwithstanding clause 2.2, whereupon these Terms including the relevant Temp Schedule are executed by the signature of duly authorised representatives of the parties this forms a binding agreement and shall supersede all previous agreements or representations whether written or oral including without limitation the Client's Terms and Conditions, purchase order or other Client documents with respect to the provision of the Services of the Temp.

- 13.6. These Terms may not be modified or amended except in writing and signed by a duly authorised representative of the Employment Business.

14. Notices

- 14.1. Any notice required to be given under these Terms (including the delivery of any timesheet or invoice) shall be delivered by hand, sent by facsimile, e-mail or prepaid first class post to the recipient at its fax number or address specified in these Terms (or as otherwise notified from time to time to the sender by the recipient for the purposes of these Terms)
- 14.2. Notices in connection with these Terms shall be deemed to have been given and served,
- a) if delivered by hand, at the time of delivery if delivered before 5.00pm on a business day or in any other case at 10.00am on the next business day after the day of delivery;
 - b) if sent by facsimile or by e-mail, at the time of despatch if despatched on a business day before 5.00 p.m. or in any other case at 10.00 a.m. on the next business day after the day of despatch, unless the transmission report indicates a faulty or incomplete transmission or, within the relevant business day, the authorised recipient informs the sender that the facsimile or e-mail message was received in an incomplete or illegible form; or
 - c) if sent by prepaid first class post, 48 hours from the time of posting.
- 14.3. For the avoidance of doubt and for the purpose of this clause 14.2, a "business day" shall mean any day excluding Saturday, Sunday and public holidays.

15. Governing Law

- 15.1. These Terms shall be governed and construed in accordance with English Law and the Courts of England shall have exclusive jurisdiction.

Client Signature :

Signature: _____

Print Name : _____

Date: _____

For and on behalf of: _____

Employment Agency Signature :

Signature: _____

Print Name : _____

Date: _____

For and on behalf of Bespoke Career Management Limited