

TERMS OF BUSINESS FOR THE SUPPLY OF TEMPORARY STAFF AND THE INTRODUCTION OF PROPOSED TEMPORARY STAFF

1. Definitions

1.1 In these Terms of Business the following definitions apply:

"Assignment" - the period which the Temporary contractor is supplied to render services to the Client

"Client" - the person, firm or corporate body together with any subsidiary or holding company (as defined by the Companies Act 1985) of it to whom the proposed Temporary contractor and/or temporary contractor is introduced or supplied

"The Company" - Construction Labour Solutions (UK) Infrastructure Limited whose registered office is at CLS Business Centre, King Edward Street, Normanton WF6 2AZ

"Engagement" - the employment or use of the Temporary contractor or Applicant on a permanent or temporary basis, whether under contract of services or for services, sub-contract, an agency licence, franchise or partnership arrangement, or any other engagement.

"Introduction" - means the Client's interview of a Temporary contractor in person or by telephone following the Client's instruction to the Company to search for a Temporary contractor or an Applicant; or the passing to the Client of a Curriculum Vitae or other information which identifies the Temporary contractor and which leads to an Engagement of that Temporary contractor by the Client; or the commencement of the Engagement (whichever is the sooner)

"Rate" - the amount per hour charged by the Company in respect of the Temporary contractor, as notified to the Client on or prior to the commencement of the Engagement and amended from time to time in accordance with Clause 3.5 below

"Annual Remuneration" - includes basic salary, guaranteed and/or anticipated allowances, inducement payments and all other payments and taxable (and where applicable non-taxable) emoluments payable to or received by the Applicant for services rendered to or on behalf of the Client

"Temporary contractor" - temporary contractor means the limited company contractor supplied by the Company to the Client to provide services on short term requirements"

"Week" - the period from 0.01 am each Monday to midnight on the following Sunday

1.2 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa. The headings contained in these Terms are for convenience only and do not affect their interpretation.

2. The Contract

2.1 These terms govern the supply of Temporary contractors' services to the Client. These Terms are deemed to be accepted by the Client and by virtue of its request for Introduction to or Engagement of the Temporary contractor.

2.2 No variation or alteration to these Terms shall be valid unless approved by a Director of the Company in writing.

2.3 Unless otherwise agreed in writing by a Director of the Company, these Terms prevail over any terms of business or purchase conditions put forward by the Client.

3. Charges

3.1 The Client agrees to pay charges of the Company in relation to the Temporary contractor, calculated by multiplying the number of hours worked by the Temporary contractor by the Rate. The Rates are comprised mainly of the Temporary contractor's remuneration but also include the Company's commission and Employer's National Insurance contributions. The Charges do not include any other expenses unless agreed by the Company in writing. VAT is payable on the entirety of these charges.

3.2 The minimum period of hire of a Temporary contractor shall be eight hours.

3.3 The charges are invoiced to the Client on a weekly basis are payable within fourteen days.

3.4 A Temporary contractor will be deemed to have "worked" for the purposes of **Clause 3.1** and **3.2** during the hours that he or she was present at the Client's site (or such other site as directed by the Client) at the times and on the days requested by the Client.

3.5 The Company may alter the Rate after the commencement of the Engagement by giving not less than seven day's notice to the Client.

3.6 The Client undertakes to notify the company immediately if the Temporary contractor undertakes work which is different to that which was specified by the Client when it booked such Temporary contractor and the Company reserves the right to alter the Rate applied in respect of such Temporary contractor.

4. Time Sheets

4.1 At the end of each Week of an Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a Week) the Client shall sign the Company's time sheet verifying the number of hours worked by the Temporary contractor during that week and return it to the Company by no later than the Tuesday following the end of that Week.

4.2 Signature of the time sheet by the Client indicates satisfaction with the services provided by the Temporary contractor and confirmation of the number of hours worked. Failure to sign the time sheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.

5. Remuneration

5.1 The Company assumes responsibility for payments of the Temporary contractor's remuneration and where appropriate for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary contractor.

6. Supervision of Temporary contractors

6.1 Temporary contractors supplied by the Employment business are engaged under contracts for services. Neither the Employment Business or the Client shall, or have any right to, supervise, direct or control the manner in which the temporary Contractor, or any individuals utilised by the Temporary Contractor, provides the services.

The Client agrees to be responsible for all acts, errors or omissions of the Temporary Contractor, whether wilful, negligent or otherwise for liability and Health and Safety purposes.

The Client will also comply in all respects with all statutes including, for the avoidance of doubt, the Working Time regulations, Health & safety at Work Act etc, by-laws and legal requirements to which the client is ordinarily subject in respect of the provision of services on site including all suitable insurance policies.

The Client shall also advise the Company as to any special Health & Safety matters about which the Company is required to inform the Temporary contractor.

The Client will assist the Company in complying with the Company's duties under the Working Time Regulations by supplying any relevant information about the assignment requested by the Company and the Client will not do anything to cause the Company to be in breach of its obligations under these regulations. Where the Client requires or may require the services of a Temporary contractor for more than 48 hours in any week, the Client must notify the Company of this requirement before the commencement of that week.

7. Suitability

7.1 The Company endeavours to ensure the suitability of any Applicant introduced to the Client. Notwithstanding this the Client shall satisfy itself as to the suitability of the Applicant and shall take up references provided by the Applicant and/or the Company before engaging such Applicant. The Client shall be responsible for ensuring the validity of any qualifications, Associations or Memberships and competences and for ascertaining the medical suitability of any Applicant.

8. Introduction Fees

8.1 The direct Engagement by a Client of a Temporary contractor introduced by the Company, or the Introduction by the Client of a Temporary contractor to any third party resulting in Engagement (or, where applicable, if the Temporary contractor has become incorporated under a limited company, the Engagement of that limited company) renders the Client subject to the payment of an Introduction Fee calculated at 20% (unless otherwise agreed in writing previously) of the Annual Remuneration of the Temporary contractor as if the Temporary contractor has been introduced as an Applicant provided that the Engagement takes place within a period of six months from the termination of the Assignment under which the Temporary contractor was last supplied, or if there was no Assignment, within six months of the Introduction of the Temporary contractor by the Company. Where the Client fails to inform the Company of the annual remuneration, the Introduction Fee will be calculated by multiplying the Rate for the Temporary contractor's services by 300. 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.

8.2 Any proposed Temporary Contractor introduced by the Company to the Client or by the Client to a Third Party that is engaged by either will contractually oblige the Client to pay an introduction fee calculated at 20% plus VAT of the annual remuneration. By entering into this agreement, the Client must inform the Company of such an engagement within 7 working days by notice in writing and of the contractor's annual remuneration. Failure to do so will result in the Company demanding 20% plus VAT of what would be the usual annual remuneration of such a contractor in that industry.

9. Termination

9.1 Subject to Clause 6.1, the Client undertakes to supervise the Temporary contractor sufficiently to ensure the Client's satisfaction with the Temporary contractor's standards of workmanship. Subject to **Clause 9.3** if the Client reasonably considers that the services of the Temporary contractor are unsatisfactory, the Client may terminate the Assignment by the instruction of the Temporary contractor to leave the Assignment immediately.

9.2 Subject to **Clause 9.3** any of the Client, the Company or the Temporary contractor may terminate an Assignment if such Assignment has lasted for twenty eight days or more.

9.3 The Client must give to the Company not less than seven days notice in writing to terminate an Assignment if such Assignment has lasted for twenty eight days or more.

10. Interest

10.1 The Company reserves the right to charge interest on invoiced amounts unpaid for more than seven days at a rate of 4% per annum above base rate of Lloyds' from the due date until the date of actual payment.

11. Liability

11.1 Whilst every effort is made by the Company to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Temporary contractors and further to provide them in accordance with the Client's booking details and endeavouring to ensure the suitability of any Temporary contractor introduced, the Company does not warrant the ability of any Temporary contractor and is not liable for any loss, expense, damage, delay costs or compensation, whether direct, indirect or consequential (including loss of profit, business, contracts, revenues or savings) arising from or in any way connected with:-

11.1.1 Any failure to provide Temporary contractors for all or part of the period of booking; or

11.1.2 From the negligence, dishonesty, misconduct or lack of skill of the Temporary contractor; or

11.1.3 Any breach by the Company of these conditions; or

11.1.4 any tortious act or omission of the Company; provided that, for the avoidance of doubt, nothing in these Terms shall exclude the Company's

liability for death or personal injury arising from its own negligence.

11.2 The Client shall indemnify and keep indemnified the Company against any costs, claims or liabilities incurred by the Company whether direct or consequential (including loss of profit, business, contracts, revenues or savings) arising out of any Assignment or Engagement and/or as a result of any breach of these Terms by the Client.

11.3 Dependant upon the nature of the activities assigned to our Temporary contractors, mandatory health surveillance responsibilities and costs shall be met by the Client. The delivery of mandatory health surveillance shall meet recognised industry standards.

11.4 Dependant upon the nature of the activities assigned to our Temporary contractors, any specialist PPE requirements shall be met by the Client. Again this shall meet recognised industry standards.

12. Law

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