

TERMS OF BUSINESS FOR THE SUPPLY OF TEMPORARY AND PERMANENT STAFF

THE SUPPLY OF TEMPORARY STAFF TERMS OF BUSINESS

- 1. DEFINITIONS**
- 1.1 In these Terms of Business the following definitions apply:
"Assignment" means the period during which the Temporary Worker is supplied to render services to the Client;
"Client" means the person, firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to whom the Temporary Worker is introduced;
"The Employment Business" means Face2Face Services Limited.
"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, licence, 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 whose services are supplied by the Employment Business to the Client.
"Introduction" means the Client's interview of a Temporary Worker in person or by telephone, following the Client's instruction to the Employment Business to search for a Temporary Worker; or the passing to the Client of a curriculum vitae or other information which identifies the Temporary Worker and which leads to an Engagement of that Temporary Worker by the Client;
- 1.2 Unless the context requires otherwise, reference to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3 The Headings contained in these Terms are for convenience only and do not affect their interpretation.

2. THE CONTRACT

- 2.1 These Terms govern the supply of the Temporary Worker's services by the Employment Business to the Client and are deemed to be accepted by the Client by virtue of an introduction to, or the engagement of a Temporary Worker or the passing of any information about the Temporary Worker to any third party following an introduction.
- 2.2 These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of the Employment Business, these terms of business prevail over any other terms of business or purchase conditions put forward by the Client.
- 2.3 No variation or alteration to these terms shall be valid unless the details of such variation are agreed between the Employment Business and the Client are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

3. CHARGES

- 3.1 The Client agrees to pay the hourly charges of the Employment Business as notified at the commencement of the Assignment and as may be varied from time to time during the Assignment. The charges are calculated according to the number of hours worked by the Temporary Worker (subject to a minimum 8 hour standard day, to the nearest quarter hour). The charges are comprised mainly of the Temporary Worker's remuneration but also include the Employment Business commission, employer's national insurance contributions and any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable. Overtime rates will be charged in accordance with the Client's own overtime structure. VAT is payable on the entirety on these charges.
- 3.2 The charges are invoiced to the Client on a weekly basis in arrears and are payable within 14 days.
- 3.3 The Employment Business reserves the right to charge interest on any overdue amounts at the rate of 4% per annum above the base rate from time to time of Barclays Bank from the due date until the date of payment.

4. TIMESHEETS

- 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 Employment Business' timesheet verifying the number of hours worked by the Temporary Worker during that week.
- 4.2 A Signature on the timesheet by the Client indicates satisfaction with the services provided by the Temporary Worker and confirmation of the number of hours worked. Failure to sign the timesheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.

5. REMUNERATIONS

- 5.1 The Employment Business assumes responsibility for payment of the Temporary Worker's remuneration and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker.

6. INTRODUCTION FEES

- 6.1 The direct Engagement by the Client of a Temporary Worker introduced by the Employment Business, or the introduction by the Client of a Temporary Worker to any third party resulting in an Engagement (or, where applicable, if the Temporary Worker has become incorporated under a Limited employment business, the Engagement of that limited employment business), provided that the engagement takes place within a period of 6 calendar months from the termination of the Assignment under which the Temporary Worker was last supplied, or if there is no Assignment, within 6 calendar months from the introduction of the Temporary Worker by the Employment Business, renders the Client liable to pay a discounted fee as set out below with no entitlement to any refund.

CONTINUOUS LENGTH OF ASSIGNMENT	DISCOUNT OF FEE
11-20 WEEKS	10%
21-30 WEEKS	20%
31-40 WEEKS	30%
41-52 WEEKS	40%
52 WEEKS +	50%

- 6.2 Where the Client fails to inform the Employment Business of the annual remuneration, the introduction fee will be calculated by multiplying the most recent hourly charge for the Candidate with the Client by 600.

- 6.3
- (a) In lieu of the Fee at 6.1, the Client may elect in writing to extend the Assignment for a fixed period of 20 weeks from the date of election ("the Fixed Assignment")
- (b) During the Fixed Assignment the Client will be invoiced in accordance with Clause 3.2 and the Employment Business undertakes to maintain the supply of the Temporary Worker subject to the Temporary Worker's right to end the Assignment at any time.

7. LIABILITY

- 7.1 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.
- 7.2 Temporary Workers are engaged by the Employment Business under contracts for services. They are deemed to be under the instruction 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 willful, negligent or otherwise as though he was on the payroll of the Client. The Client will also comply in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff (excluding the matters specifically mentioned in Clause 5), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments. The Client shall also advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Temporary Worker. The Client will assist the Employment Business in complying with the Employment Business' duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Employment Business and the Client will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Temporary Worker for more than 48 hours in any week, the Client must notify the Employment Business of this requirement before the commencement of that week.
- 7.3 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 non-compliance with clause 7.2 and/or as a result of any breach of these Terms by the Client.

8. TERMINATIONS

- 8.1 The Client undertakes to supervise the Temporary Worker sufficiently to ensure the Client's satisfaction with the Temporary Worker's standards of workmanship. If the Client reasonably considers that the services of the Temporary Worker are unsatisfactory, the Client may terminate the Assignment either by instructing the Temporary Worker to leave the Assignment immediately, or by directing the Employment Business to remove the Temporary Worker. The Employment Business may in such circumstances reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates:-
- (a) Within four hours of the Temporary Worker commencing the Assignment where the booking is for more than eight hours; or
- (b) Within two hours for bookings of eight hours or less.
- And also provided that notification of the unsuitability of the Temporary Worker is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.
- 8.2 Any of the Client, the Employment Business or the Temporary Worker may terminate an Assignment at any time giving the appropriate notice if applicable and without liability.
- 8.3 The Client shall notify the Employment Business immediately and without delay and in any event within (8) hours if the Temporary Worker fails to attend work or notifies the Client that he is unable to attend work for any reason.

9. LAW

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

THE SUPPLY OF PERMANENT STAFF TERMS OF BUSINESS

1. DEFINITIONS

- 1.1 In these Terms of Business the following definitions apply:
"Applicant" means the person introduced by the Employment business to the Client for an Engagement including any member of the Employment business'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 whom the Applicant is introduced;
"Employment Business" means Face2Face Services Limited.
"Engages/Engaged/Engagement" means the engagement, employment or use of the Applicant 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, licence, franchise, or partnership arrangement; or any other engagement; directly or through a limited company of which the Temporary Worker is an officer or employee.
"Introduction" means the Client interview of an Applicant in person or by telephone, following the Client's instruction to the Employment business to search for an Applicant; or the passing to the Client of a curriculum vitae or other information which identifies the Applicant and which leads to an Engagement of that Applicant by the Client;
"Remuneration" includes base salary, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a employment business 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 a employment business car is provided by the Client, a notional amount of £1,000 will be added to the salary in order to calculate the Employment Business's fees. Unless the context requires otherwise, reference to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.2 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 the Permanent Worker's services by the Employment Business to the Client and are deemed to be accepted by the Client by virtue of an introduction to, or the engagement of a Permanent Worker or the passing of any information about the Permanent Worker to any third party following an introduction.
- 2.2 These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of the Employment Business, these terms of business prevail over any other terms of business or purchase conditions put forward by the Client.
- 2.3 No variation or alteration to these terms shall be valid unless the details of such variation are agreed between the Employment Business and the Client are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

3. NOTIFICATION AND FEES

- 3.1 The Client agrees;
- (a) To notify the Employment Business immediately of any offer of an Engagement which it makes to the Applicant;
- (b) To notify the Employment Business immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Employment Business; and full details in writing;
- (c) To pay the Employment Business's fees within 14 days of the date of invoice.
- 3.2 The Client incurs no fee until the Applicant commences the Engagement when the Employment Business will render an invoice to the Client for its fees.
- 3.3 The Employment Business reserves the right to charge interest on invoiced amounts unpaid for more than 14 days at the rate of 4% per annum above the base rate from time to time of Barclays Bank from the due date until the date of actual payment.
- 3.4 The fee payable to the Employment Business by the Client for an Introduction resulting in an Engagement is the amount equal to 15% of the Remuneration applicable during the first 12 months of the Engagement. VAT will be charged on the fee if applicable.
- 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 be pro-rated. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant 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 the sooner.

4. REFUND GUARANTEES

- 4.1 In order to qualify for the following refund guarantees, the Client must pay the Employment Business's fee within 14 days of the date of invoice and must notify the Employment Business in writing of the termination of the Engagement within 7 days of its termination.
- 4.2 If the Engagement terminates before the expiry of 12 weeks from the commencement of the Engagement (except where the Applicant is made redundant) the fee will be rebated in accordance with the following Scale of Rebates:
- | TERMINATION: | Within 4 weeks of engagement - | 75% credit |
|--------------|------------------------------------|------------|
| | 5 weeks - 8 weeks of engagement - | 50% credit |
| | 9 weeks - 12 weeks of engagement - | 25% credit |
- 4.3 Should the Client or any subsidiary or associated company of the Client subsequently re-engage the Applicant within the period of 6 calendar months from the date of termination of the Engagement or withdrawal of an offer, a full fee calculated in accordance with clause 3.4 above becomes payable with no entitlement to the refund.
- 4.4 Rebates are not applicable to discounted fees.

5. INTRODUCTIONS

- 5.1 Introductions of applicants are confidential. The disclosure by the Client directly or indirectly to a third party of any details regarding an Applicant introduced by the Employment Business which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Employment Business's fee as set out in clause 3.4 with no entitlement to any refund.

6. SUITABILITY

- 6.1 The Employment Business 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 any references provided by the Applicant and/or the Employment Business before engaging such Applicant. The Client shall be responsible for obtaining work and other permits if required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements or qualifications required by law of the country in which the applicant is engaged to work.

7. LIABILITY

- 7.1 The Employment Business 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 Business 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 Employment Business to introduce any Applicant. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.

8. LAW

- 8.1 These Terms are governed by the laws of England and Wales, and are subject to the exclusive jurisdiction of the Courts of England, and Wales.

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