

CLIENT TERMS OF BUSINESS - SUPPLY TERMS

We are Servoca Resourcing Solutions Limited trading as **Dream Education** (throughout “we”, “us”, “our” and “ours”) of 41 Whitcomb Street, London, WC2H 7DT including, for the purposes of this agreement, our branch offices and our subsidiary or associated companies (as defined by s.736 and s.309A Companies Act 1985).

You are a Client or potential Client of ours and are the recipient of these Terms of Business (throughout “you”, “your” and “yours”) including, for the purposes of this agreement, an Associate.

Once you have received this document, comprising this page and the pages that follow, any act by you of accepting or requesting services from us, or using in any way information from us relating to a Candidate, is deemed to be and shall constitute your acceptance of these Terms of Business. Upon such acceptance, and in consideration of the mutual benefits set out herein, it is agreed as follows:

Introduction

We provide a range of services that relate to the supply of candidates on our database. We are governed by regulations that require us to specify our terms that apply when we act as an Employment Business. The terms in this document set out the arrangements and fees for our service, together with the information that we are obliged to collect from you for the benefit of our candidates, so that we can provide a first class service to you.

SECTION 1 – PRINCIPAL TERMS

Our agreement and capacity

1. It is agreed that these Terms of Business, which are subject to the definitions in Section 2, apply to all dealings between you and us relating to our supply of personnel or any other services referred to herein and unless we inform you otherwise we are an Employment Business (as referred to in the Regulations).

Our obligations

2. We agree as follows:

- (a) to use our reasonable endeavours to locate Candidates for you, in accordance with your Requirements, and to provide Additional Services if agreed from time to time
- (b) to supply Candidates to you on Assignment for your Requirement, the specific terms for which may be set out in an Assignment confirmation, and to advise you of the terms of each Assignment
- (c) to invoice you,
 - (i) for the Fee at the times agreed in the Assignment or
 - (ii) in the case of a Transfer Fee at any time after we become aware of the transfer but any delay in issue shall not affect our entitlement to payment in any event
 - (e) in our contract with the Candidate, which shall be a contract for services unless we inform you otherwise, we shall procure that the Candidate agrees
 - (i) to perform the work required under an Assignment in good faith, and with due care and skill, and that the Candidate will not perform any work during the Period of Supply for any third party which is in conflict with your interests
 - (ii) where appropriate not to make use of your confidential information in terms similar to those set out in clause 9(b)
 - (iii) where applicable to deliver up to you or an End User where appropriate respectively any of your or the End User's papers and other materials held by the Candidate upon termination of the Assignment.

Conditions and your obligations

3. You agree to accept our services and you acknowledge and agree the following:
- (a) the Regulations require us to provide specific information to each Candidate in relation to any Requirement; accordingly to enable us to comply with our obligations
 - (i) upon issuing a Requirement or as soon as possible thereafter you shall provide to us sufficient and accurate information to enable us to seek Candidates that may be suitable for you including the Information, and provide us with answers to any additional questions that we may raise in that regard, and

- (ii) prior to an Assignment you shall notify us of any additional information that may affect the information already provided or be relevant to the decision of a Candidate to accept work proposed in the Requirement
- (b) you warrant and/or undertake that all information provided under clause 3(a) is/shall be full and accurate
- (c) in the case of each Requirement and Assignment, regardless of any statutory obligation we may have to take various steps, it is your responsibility to check that the Candidate is suitable for your purposes and that you are satisfied with the information and confirmations we have provided to you. You agree to explain your requirements to the Candidate promptly on commencement if you have not already done so.
- (d) you warrant that if you have interviewed the Candidate prior to commencement of the Assignment you have explained to the Candidate your requirements and satisfied yourself that the Candidate is suitable for those requirements
- (e) by reason of your acceptance of clauses 3(a) to (d) we shall not be liable for any loss or damage arising out of any representation made by us in good faith that may have induced you to accept an Assignment, or for any breach of contract, negligence or tort of the Candidate and you will fully indemnify us and keep us so indemnified against any claim or action, including the costs thereof (on an indemnity basis), brought by a Candidate, or another business (of any kind) with which we have been dealing in relation to a Requirement, arising from incorrect or incomplete information provided by you to us
- (f) you will keep us promptly informed of your intentions in relation to an Engagement of a Candidate throughout an Assignment
- (g) if you have previous knowledge of a Candidate prior to a first Introduction by us you shall notify us in writing within 3 business days of the Introduction together with supporting documentary evidence, and in the absence of such notification you waive the right to rely on such previous knowledge as a reason for non payment of any Fee and the Introduction is deemed to be the effective cause of introduction
- (h) in relation to any Engagement other than by supply through us you shall within 7 days of our written request provide to us information to enable us to identify the Remuneration and term of the Engagement including details of any renewal or extension of an Engagement

or of any new Engagement relating to a Candidate

- (i) unless you have notified us otherwise prior to the commencement of an Assignment, you warrant that there are no circumstances relevant to the work, or any aspect of an Assignment, which may result in the Candidate suffering a detriment of any kind
- (j) the date of an Engagement shall in all cases be the earlier of the date of an agreement to Engage or the date of commencement of any services under an Engagement.

Fees and remuneration

4. In relation to fees and remuneration the following shall apply:

- (a) wherever there is an Engagement or Additional Service you shall pay the Fee in accordance with the Payment Terms without any deduction, set off or counterclaim
- (b) you shall promptly repay any monies not properly due to you
- (c) Remuneration shall be calculated on an annualised basis. If you have not informed us of the full projected sum within 14 days of enquiry from us, or by any later date we raise an invoice, Remuneration shall be deemed to be an amount calculated on the basis of either the rate payable under the last previous Assignment of any kind that was temporary, or where there has been no such previous Assignment, the highest amount or rate indicated by either you or us as payable for the services sought by you at the time of the Introduction of the relevant Candidate.
- (d) where there is an Assignment, you shall, subject to the termination provisions at clause 8 of these Terms of Business, pay the Fee for the duration of the Assignment including any period in which the services of the Candidate are no longer required by you for whatsoever reason including but not limited to any school or site closure.

Your obligations throughout an Assignment

5. As an ongoing obligation throughout an Assignment you agree to
- (a) be responsible for the health and safety of the Candidate as if the Candidate were a worker directly engaged by you, and, without limiting that responsibility in any way, you shall undertake risk assessments of the activities required to be undertaken by the Candidate and notify the Candidate and us immediately of any specific or potential hazards relating to the Assignment and the precautions that the Candidate should take relating to that risk
 - (i) not allow the Candidate to undertake any work that is hazardous without first undertaking the assessment and providing

- the notification referred to in clause 5(a)(i) and ensuring that the work complies with all health and safety procedures and requirements relevant to that work
- (iii) ensure that any equipment or vehicles provided by you for the use of the Candidate are in good order, suitable, safe and compliant with all relevant regulations and safety requirements
 - (iv) maintain adequate Employer's and Public Liability Insurance which provides cover for Candidates supplied by us
 - (b) notify us as soon as possible in writing if you are not satisfied with a Candidate, giving details of your reasons for that dissatisfaction
 - (c) ensure that the Candidate is aware of regulations applicable to external contractors
 - (d) be solely responsible for providing reasonable directions and instructions to the Candidate as to the work to be undertaken and for supervising and monitoring performance and compliance with such instructions by the Candidate, but without conflicting with clause 5(f), and you shall provide such instructions and suitable facilities to the Candidate as are necessary to enable the services of the Candidate to be provided
 - (e) allow us to suspend the services of the Candidate if
 - (i) the Candidate wishes to take annual leave and you have agreed a period of leave in advance, or
 - (ii) the Candidate is absent due to sickness, provided that we shall notify you as soon as practicable of any required absence for sickness
 - (f) not integrate the Candidate into your workforce or treat the Candidate as an employee or do any act or thing towards the Candidate which may be regarded as the act of an employer towards an employee, for any purpose, but not so that this shall prejudice your obligations in relation to health and safety
 - (g) not discuss with the Candidate the terms of the Candidate's engagement with us, other than strictly as required for the proper objectives of the work required under the Assignment, and you agree that the Candidate is not an employee of yours.
 - (h) notify us as soon as possible in the event that for any reason, including but not limited to the closure of a school or site, that you do not require the services of a Candidate during an Assignment, but not so that this shall remove any liability to pay Fees due in respect of the Assignment.

Timesheets and records

- 6. In relation to records of time you agree to
 - (a) keep records of the time spent, and/or work provided as the case may be, by the Candidate until all matters under the Assignment are concluded and you agree to cooperate with us in relation to any query
 - (b) at the end of each week verify a correct record of hours worked by the Candidate and you shall sign time records provided by the Candidate or us or, in the case of project work chargeable upon deliverables, verify the objectives achieved at the relevant time on records provided by the Candidate or us, your signature on such time sheets or records being conclusive evidence of the acceptance of works undertaken by the Candidate for the relevant period; for the avoidance of doubt your failure to verify or sign a record in accordance with this provision shall amount to a breach of contract and you shall not be entitled to refuse payment to us on the sole basis of such failure or alleged dissatisfaction with the quality of work – if there is any dispute about time spent you shall produce to

us your own record of time spent and pay for that time pending resolution of the dispute.

replacement

- 7. If clause 5(b) applies you must allow us at least 5 working days to find and supply a suitable replacement, and if we do not provide a suitable replacement in accordance with this clause you or we may terminate the Assignment by giving notice to the other.

Termination

- 8. The following shall apply in relation to termination:
 - (a) we may terminate an Assignment immediately without liability and without prejudice to any right for relief if you are in breach of any provision of the terms herein, or if, in good faith, we form the opinion for any reason, which need not be reasonable, that,
 - (i) you may not meet your obligations to us or a Candidate, or
 - (ii) our Candidate may no longer be willing, able or suitable to undertake work for you
 - (b) either you or we may terminate an Assignment by giving notice to the other
 - (i) of the notice period where a notice period is agreed for termination of an Assignment, or
 - (ii) if the other shall commit an Insolvency Event, namely that it becomes insolvent within the meaning of the Insolvency Act 1986 or has a receiver appointed or an order or resolution made to wind it up or enters into any arrangement or composition with its creditors or passes a resolution to cease trading or actually ceases trading or being an unincorporated body is dissolved or declared bankrupt
 - (c) if an Assignment is terminated,
 - (i) by notice under clause 8(b)(i) you shall make payment to us of the Fee for the period of such notice whether or not you utilise the services of the Candidate for the period of the notice, or
 - (ii) on the basis set out in clauses 8(a) or 8(b)(ii) you agree we are not at fault and you accept that we have taken a prudent commercial step to avoid loss or potential loss.

Confidentiality

- 9. The following shall apply in relation to confidentiality:
 - (a) you shall keep any information comprising an Introduction confidential and not use it for any purpose other than that disclosed by you to us at the time the information was requested; in particular you shall not directly or indirectly induce nor seek to induce a Candidate that is engaged by contract to us to terminate such contract for any reason and it is agreed that should you be in breach of this provision you shall be liable to us for liquidated damages for each breach in the sum of £10,000 being estimated damages that you agree are reasonable for our loss
 - (b) neither you nor we shall divulge to any other party, or use for your or our own benefit, any information capable of being confidential relating to the affairs of your or our business or business methods, or confidential information, received from each other, except that which is in the public domain or is trivial or obvious or authorised to be released or required by Court Order to be disclosed.

Liability

- 10. The following shall apply in relation to liability:
 - (a) neither we nor our staff shall be liable to you for any loss, damage, delay or compensation of any kind whether in contract or tort, or for breach of the Regulations by any person other than us, arising out of these Terms of Business or an Assignment and you shall indemnify us against any costs, claims or demands arising from any claim by you save

only to the extent prohibited by the Regulations or other operation of law

- (b) without prejudice to clauses 3(e) and 10(a), our liability shall in any event other than where liability cannot be limited by law, be in respect of direct losses, not exceed £1million in any case, and be limited to a sum equivalent to the Fee payable for 3 months under the relevant Assignment, and you agree that the liability terms and limits set out in clauses 3(e), 10(a) and 10(b) are reasonable.

Transfer Fees and Optional Extension

- 11. The following shall apply in relation to the transfer of a Candidate:
 - (a) if you Engage a Candidate other than through supply by us either directly or through the medium of a third party during the Period of Supply, or thereafter within the Transfer Period, you shall upon the Engagement pay us a Transfer Fee
 - (b) if during the Period of Supply, or thereafter within the Transfer Period, you introduce (by providing information or otherwise) a Candidate to a third party which enters into an Engagement of the Candidate, either directly or through the medium of another party, you shall upon the Engagement pay us a Transfer Fee
 - (c) no Transfer Fee referred to in clause 11(a) shall be due if, before the Engagement, you have served us with a written notice (a "Transfer Notice") providing us with at least 20 working weeks notice that you agree to take a supply of the Candidate through us for a further period of 20 working weeks upon the terms set out in clause 12 (the "Option Terms") and you actually take a supply of the Candidate from us upon the Option Terms for the agreed period without any break other than similar to those allowed for under the previous Assignment unless we are at fault in failing to supply the Candidate.

Option Terms

- 12. The Option Terms are
 - (a) you first provide us with any relevant information to enable us to comply with the Regulations
 - (b) save in respect of the period and the amount of the Fee, the terms are the same as the terms relating to the last preceding Assignment of the Candidate or are such other terms as we agree with you in advance
 - (c) the Fee shall be the same as that under the last preceding Assignment of the Candidate unless the Candidate requires us to increase our payment to the Candidate in which event the Fee shall be increased by such sum as reflects the increase required by the Candidate as we shall notify to you; for the avoidance of doubt our Charge shall not increase.
- 13. You further agree in relation to a further supply under clause 11(c)
 - (a) if you have agreed other terms as referred to in clause 12(b) that are any different from those relating to the last preceding Assignment, or the Fee is increased in accordance with clause 12(c), your agreement to such terms is your unequivocal acceptance that the different terms do not represent terms that are less favourable to you than under the last preceding Assignment of the Candidate
 - (b) if we lawfully terminate the further supply on the basis set out in clauses 8(a) or 8(b)(ii) we are not, and we shall not be deemed to be, at fault in causing termination
 - (c) notwithstanding your agreement in clause 13(a) if you should maintain at a later date than the start of the further supply that the terms represent terms that are less

favourable to you than under the last preceding Assignment of the Candidate, the Assignment, which would otherwise have been regarded as an Optional Extension, shall be regarded as a period of new supply and shall be a new Assignment.

14. If you intend to Engage a Candidate we have Introduced before any supply, you shall either pay the Transfer Fee or, you may elect by giving us notice prior to the Engagement to take a supply of the Candidate through us on the terms herein for 40 working weeks at the rate we pay the Candidate plus our Charge.

15. For the avoidance of doubt

- (a) we shall not be at fault in failing to supply the Candidate under an Optional Extension if the Candidate does not provide services because the Candidate is not ready, willing or able to do so, or if the services are not provided due to a material breach of these terms by you of which we have informed you
- (b) you shall not be entitled to any discount against the Transfer Fee if the supply is ended before the period of Optional Extension has expired.

additional provisions and general terms

16. It is also agreed that:

- (a) these terms apply to any request you make of us for a Candidate to be supplied by us on a temporary basis and are separate and distinct from any terms that may apply to any other business
- (b) all fees are subject to value added tax which will be charged in addition, and for the purpose of calculating our Fee, Remuneration in foreign currency will be calculated at the Bank of England Sterling exchange rate applicable on the date of our invoice and no rebates are due unless otherwise stated herein
- (c) whilst at all times we shall act in good faith we give no guarantee or warranty that we will be able to locate any suitable Candidate, or that any Candidate provided under an Assignment is suitable for your purposes or that any Candidate shall be supplied for any specific period of time
- (d) where times referred to herein such times are of the essence
- (e) other than for third party rights specifically conferred in or under this agreement or in Special Terms, the Contracts (Rights of Third Parties) Act 1999 is excluded
- (f) each portion of this agreement, defined by punctuation and/or sections or numbering, is separate, distinct and severable and to give meaning to the intention of you and us the Court may modify any portion that may otherwise be void; subject thereto, any void portion may be severed and the remaining provisions shall continue in force
- (g) any notice under this agreement shall be in writing and sent to the addressee at the last known address, fax number or electronic mail address either, respectively, by first class post, or by fax or by electronic mail, and shall be deemed to have been received, in the case of post on the postal date following the date of posting, in the case of fax on the date of transmission, and in the case of electronic mail on the date electronic confirmation of receipt is received by the sender
- (h) save for any Special Terms the terms set out in the Terms of Business are the sole and entire agreement between you and us relating to the business described, supersede any previous terms issued by us, and override any terms proposed by you and you acknowledge that you have not relied on any

representations made by us that are not set out in these terms; these terms may not be varied except either by us in providing you with a general amendment notice, which will be deemed to apply unless you notify us in writing that you do not accept the amendments within 7 days of receipt of the notice, or by agreement (whether orally or otherwise) and confirmed in writing signed by a director of ours; any terms provided by you to us and included within any request for services shall not apply unless we expressly agree the same in writing signed by a director of ours and no other action by us shall imply acceptance by us of any such terms

- (i) an Assignment does not comprise any variation to these terms of business
- (j) the laws of England and Wales govern this agreement and the English Courts shall have sole jurisdiction.

SECTION 2 - DEFINITIONS AND MEANINGS

General Definitions

Additional Service - any additional specific service we provide to you, following a request from you (which may be ancillary to or as part of our service as an Employment Business, or which may relate to other business)

Assignment - an Engagement negotiated and agreed through us

Associate - a person with whom we conduct business being (a) a subsidiary or associated company (as defined by s.736 and s.309A Companies Act 1985) of yours, or (b) a business (whether corporate or unincorporated)

- (i) which is a member of, director of, or partner in, your company or business, or
- (ii) of which you are a member, or director or partner, or
- (iii) for which either you, or a representative of yours is authorised by you (whether expressly or impliedly) to, undertake work (other than solely in a professional capacity)

Candidate - any person, whether employed or self employed, and/or a limited company through which a person is offering services, or a supplier company, in respect of whom or which, or in respect of whose skills or services, information is provided to you by us

End User - any third party to whom you provide information concerning a Candidate following an Introduction and for whose benefit the Candidate provides any services, and any associate (as defined by s.435 Insolvency Act 1986) of that third party

Engagement - any engagement or employment of any description (including as defined by s.13(1) (a) of the Employment Agencies Act 1973) under an Assignment or otherwise, whether direct or indirect, under which a Candidate is due to provide any services for the benefit of you or to an End User including, but not limited in meaning to, an engagement or employment which is temporary or permanent in nature or through the intermediary of a limited company or by contract through a third party, and "Engage" and "Engaged" shall have corresponding meaning

Expenses - any agreed expenses to be paid by you

Information - information for each Requirement including

- role or position to be filled and date for commencement
- nature of the work and/or position required
- working conditions and location
- any issues relating to health and safety and steps taken by you to prevent or control risk or information which may affect a decision to accept work

- experience and qualifications required for the Candidate
- details of any requirements of law or professional bodies and confirmation that you have all necessary licences and consents

Introduction - the provision of information by us or by a Candidate that enables you to identify a Candidate or relating to a Candidate, already identified, including all negotiations between you and us relating to a Candidate, and "Introduce" shall have corresponding meaning

Offer - an offer, in principle or otherwise, expressing the desire to Engage the Candidate, and communicated by you, or us at your request, to the Candidate

Period of Supply - the period during which we actually supply a Candidate to you under an Assignment whether or not the relevant Assignment confirmation provides for a longer or shorter term

Regulations - the Conduct of Employment Agencies and Employment Businesses Regulations 2003

Remuneration - the proposed or projected sum (whichever is higher) payable by you or an End User for the benefit of the services of a Candidate under an Engagement calculated in accordance with clause 4(c) together with the value attributable by HM Revenue and Customs of all taxable benefits provided under the Engagement such value in respect of any motor vehicle being not less than £5,000

Requirement - a request from you in any form for an Introduction or other service

Special Terms - specific terms, whether or not referred to as a specific additional agreement (SAA), relevant to a stated Requirement, agreed with you and set out in a Requirement confirmation or an Assignment confirmation and which vary terms applicable only to that Requirement

Terms of Business - the terms herein, which comprise our agreement with you.

Fees Definitions

Additional Fee - a fee agreed between you and us for an Additional Service provided by us, and any Expenses

Fee - (i) the amount specified by us as our fee in respect of the Assignment, calculation being based upon the total of the cost to us of supplying the Candidate (including statutory payments we make to the Candidate) plus our charge ("Charge") from time to time, (ii) any Additional Fee, (iii) a Transfer Fee

Optional Extension - an Assignment that comes into being on the terms set out in clause 12 following the service of a Transfer Notice under clause 11 and for the purposes of these terms any reference to the Period of Supply includes the period of an Optional Extension

Payment Terms - under an Assignment or for any other Additional Service you shall pay the Fee within 14 days of the date of our invoice and that in all other cases you shall pay the Fee within 30 days of commencement of the Engagement, the sum due in respect of the Fee being a debt due to us, whether or not we have submitted an invoice; if payment is late you shall pay interest on any overdue sum calculated at the rate of 2% per month

Transfer Fee - 20% of Remuneration applicable in the circumstances set out in clauses 11 and 14

Transfer Period - within the later of (i) 14 weeks from the first day of supply by us of the Candidate to you (disregarding any supply that ended more than 42 days prior to any new supply) or (ii) 8 weeks after the last day of supply.

CLIENT TERMS OF BUSINESS – PERMANENT TERMS

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You are a Client or potential Client of ours and are the recipient of these Terms of Business (throughout “you”, “your” and “yours”) including, for the purposes of this agreement, an Associate.

Once you have received this document, comprising this page and the pages that follow, any act by you of accepting or requesting services from us, or using in any way information from us relating to a Candidate, is deemed to be and shall constitute your acceptance of these Terms of Business. Upon such acceptance, and in consideration of the mutual benefits set out herein, it is agreed as follows:

Introduction

We provide a range of services that relate to the introduction of candidates. We are governed by regulations that require us to specify our terms that apply acting as an Agency. The terms in this document set out the arrangements and fees for our service, together with the information that we are obliged to collect from you for the benefit of our candidates, so that we can provide a first class service to you.

Fee Scale

20% on Remuneration up to but not including £40,000
25% on Remuneration from £40,000 and above

Rebate Scale

Week = week in which employment ends

Proportion of Fee	Week	
(a) 100%	1-2	this means that if employment ends during the first two weeks 100% will be rebated
(b) 75%	3-4	this means that if employment ends during weeks 3-4 75% will be rebated
(c) 50%	5-7	this means that if employment ends during weeks 5-7 50% will be rebated

SECTION 1 - TERMS & CONDITIONS

Our agreement and capacity

1. It is agreed that these Terms of Business, which are subject to the definitions in Section 2, apply to all dealings between you and us relating to Introductions (but not the supply) of Candidates by us to you or any other services referred to herein and we will operate as an Agency (as referred to in the Regulations).

Our general obligations

2. We agree to use our reasonable endeavours to locate Candidates for you in accordance with your Requirements, to make Introductions, to arrange Assignments, and to provide any agreed Additional Services. Where a Candidate is Engaged by you under an Assignment, we shall not directly solicit the Candidate to take up alternative employment.

your agreement

3. You agree to accept our Candidate introduction services and you acknowledge and agree the following:

- the Regulations require us to provide specific information to each Candidate in relation to any Requirement, accordingly to enable us to comply with our obligations
- upon issuing a Requirement or as soon as possible thereafter you shall provide to us sufficient and accurate information to enable us to seek Candidates that may be suitable for you including the Information, and provide us with answers to any additional questions that we may raise in that regard
- prior to an Assignment you shall notify us of any additional information that may affect the information already provided or be relevant to the decision of a Candidate to accept work proposed in the Requirement
- you warrant and/or undertake that all information provided under clause 3(a) is/shall be, full and accurate
- in the case of each Requirement and Assignment, regardless of any statutory obligation we may have to take various steps, it is your responsibility to check that the Candidate is suitable for your purposes and that you are satisfied with the information and confirmations we have provided to you, and you agree in particular
 - regardless of references or information that we provide, to take up such references for the Candidate as you think fit and verify the curriculum vitae supplied
 - to ensure that the Candidate has any necessary permit or authority to work for you and comply with asylum and immigration requirements relevant to an employer
 - to explain your requirements to the Candidate promptly on commencement if you have not already done so
 - to ensure that the necessary criminal record checks of the Candidate have been carried out, including but not limited to the Vetting and Barring Scheme in the event that the Candidate is likely to

come into contact with children or vulnerable persons whilst on the Assignment

- you warrant that if you have interviewed the Candidate prior to commencement of the Assignment you have explained to the Candidate your requirements and satisfied yourself that the Candidate is suitable for those requirements
- by reason of your acceptance of clauses 3(a) to (d) we shall not be liable for any loss or damage arising out of any representation made by us in good faith that may have induced you to accept an Assignment, or for any breach of contract, negligence or tort of the Candidate and you will fully indemnify us and keep us so indemnified against any claim or action, including the costs thereof (on an indemnity basis), brought by a Candidate, or another business (of any kind) with which we have been dealing in relation to a Requirement, arising from incorrect or incomplete information provided by you to us
- you will keep us promptly informed of your intentions in relation to an Engagement of a Candidate throughout an Assignment and/or the Fee Period, but this requirement shall not apply if you have engaged the Candidate under an Assignment unless we have paid to you any Rebate under that Assignment
- if you have previous knowledge of a Candidate prior to a first Introduction by us you shall notify us in writing within 3 business days of the Introduction together with supporting documentary evidence, and in the absence of such notification you waive the right to rely on such previous knowledge as a reason for non payment of any Fee and the Introduction is deemed to be the effective cause of introduction
- in relation to any Engagement you shall within 7 days of our written request provide to us information to enable us to identify the Remuneration and term of the Engagement including details of any renewal or extension of an Engagement or of any new Engagement relating to a Candidate effected within the Fee Period
 - where you directly hire a Candidate you are responsible for the health and safety of the Candidate and for ensuring that the conditions of work are at all times suitable for the Candidate and for payment to the Candidate
 - unless you have notified us otherwise prior to the commencement of an Assignment you warrant that there are no circumstances relevant to the work, or any aspect of an Assignment, which may result in the Candidate suffering a detriment of any kind

Fees, rebates and remuneration

4. In relation to fees and rebates the following shall apply:
- wherever there is an Engagement within the Fee Period, or there is an Additional Service, you shall pay the Fee in accordance with the Payment Terms without any deduction, set off or counterclaim, subject only to any entitlement to a Rebate, and for the purposes of our Fee an Engagement during period (a) of the Fee Period as defined is deemed to

be as a result of the relevant Introduction regardless of any information relating to the Candidate you may have received from any third party unless you have notified us in accordance with clause 3(g)

- where you are entitled to a Rebate we agree to make payment to you within 28 days of the date on which all of the Rebate Conditions have been complied with but, for the avoidance of doubt if we have Introduced a replacement Candidate as referred to within the Rebate Conditions you shall not be entitled to a Rebate and we shall not be entitled to charge any further fee.
- you shall promptly repay any Rebate
 - which is either not properly due to you or
 - if you re-Engage the relevant Candidate within 12 months of the termination which entitled you to a Rebate
- Remuneration shall be calculated on an annualised basis. If you have not informed us of the full projected sum within 14 days of enquiry from us, or by any later date we raise an invoice, Remuneration shall be deemed to be an amount calculated on the basis of either the rate payable under the last previous Assignment of any kind that was temporary, or where there has been no such previous Assignment, the highest amount or rate indicated by either you or us as payable for the services sought by you at the time of the Introduction of the relevant Candidate
- we shall issue an invoice to you for the relevant Fee under each Engagement upon, or as soon as is appropriate after, the commencement of the Engagement, or at any intervals agreed for payment in an Assignment, or at the time agreed in respect of Additional Services, as the case may be, but any delay in issue shall not affect our entitlement to payment in any event
- an Offer shall be deemed to be an Engagement unless the Offer is rejected by the Candidate or unless you withdraw the Offer for the reason that you have since come into possession of information which you have provided to us that the Candidate is not suitable for the position offered by you, and Remuneration in this event shall be calculated on the projected sum contained within the Offer – this means that if you withdraw an Offer before it is accepted for any reason, other than suitability, we shall nevertheless be entitled to our Fee.

Additional provisions and general terms

5. It is also agreed that
- for the avoidance of doubt, because at all times we are acting as an Agency unless otherwise stated, where any Additional Service comprises a requirement to advertise, whether for permanent or for contract or temporary workers, we may specify in any such advertisement that we are acting in our capacity as an Agency, but if we are subsequently asked to supply contract or temporary workers such supply shall be on separate terms to these Terms of Business

CLIENT TERMS OF BUSINESS – PERMANENT TERMS

- (b) we are authorised by you to advertise in any medium we deem appropriate to source Candidates where you have issued a Requirement to us
- (c) whilst at all times we shall act in good faith we give no guarantee or warranty that we will be able to locate any suitable Candidate, or that any Candidate we Introduce is suitable for your purposes at any time
- (d) the date of an Engagement shall in all cases be the earlier of the date of an agreement to Engage or the date of commencement of any services under an Engagement
- (e) we shall advise you of the terms of each Assignment unless you have concluded negotiations with the Candidate direct
- (f) for the avoidance of doubt, during period (a) of the Fee Period there is no implied term that an Introduction be the effective cause of an Engagement
- (g) all fees are subject to value added tax which will be charged in addition and, for the purpose of calculating our Fee, Remuneration in foreign currency will be calculated at the Bank of England Sterling exchange rate applicable on the date of our invoice
- (h) an Assignment does not comprise any variation to these Terms of Business, and where times are referred to herein such times are of the essence
- (i) you shall keep any information comprising an Introduction confidential and not use it for any purpose other than that disclosed by you to us at the time the information was requested
- (j) neither we nor our staff shall be liable to you for any loss, damage, delay or compensation of any kind whether in contract or tort, or for breach of the Regulations by any person other than us, arising out of these Terms of Business or an Assignment and you shall indemnify us against any costs claims or demands arising from any claim by you save to the extent prohibited by the Regulations or other operation of law
- (k) without prejudice to clauses 3(e) and 5(j), our liability shall, in any event other than where liability cannot be limited by law, be in respect of direct losses only, not exceed £1million in any case, and be limited to the lower of repayment of our Fee, or £50,000
- (l) you agree that the liability terms and limits set out in clauses 3(e), 5(j) and 5(k) are reasonable
- (m) neither you nor we shall divulge to any other party, or use for your or our own benefit, any information capable of being confidential relating to the affairs of your or our business or business methods, or confidential information, received from each other, except that which is in the public domain or is trivial or obvious or authorised to be released or required by Court Order to be disclosed
- (n) other than for third party rights specifically conferred in or under this agreement or in Special Terms, the Contracts (Rights of Third Parties) Act 1999 is excluded
- (o) each portion of this agreement, defined by punctuation and/or sections or numbering, is separate, distinct and severable and to give meaning to the intention of you and us the Court may modify any portion that may otherwise be void; subject thereto, any void portion may be severed and the remaining provisions shall continue in force
- (p) any notice under this agreement shall be in writing sent to the addressee at the last known address, fax number or electronic mail address either, respectively, by first class post, or by fax or by electronic mail, and shall be deemed to have been received, in the case of post on the postal date following the date of posting, in the case of fax on the date of transmission, and in the case of electronic mail on the date electronic confirmation of receipt is received by the sender
- (q) save for any Special Terms the terms set out in the Terms of Business are the sole and entire agreement between you and us relating to the business described, supersede any previous terms issued by us, and override any terms proposed by you, and you acknowledge that you have not relied upon any representations made by us that are not set out in these terms; these terms may not be varied except either by us in providing you with a general amendment notice, which will be deemed to apply unless you notify us in writing that you do not accept the amendments within 7 days of receipt of the notice, or by agreement (whether orally or otherwise) and confirmed in writing signed by a director of ours;

any terms provided by you to us and included within any request for services shall not apply unless we expressly agree the same in writing signed by a director of ours and no other action by us shall imply acceptance by us of any such terms

- (r) the laws of England and Wales govern this agreement and the English Courts shall have sole jurisdiction.

SECTION 2 - DEFINITIONS AND MEANINGS

General Definitions

Additional Fee - a fee agreed between you and us for an Additional Service provided by us, and any Expenses

Additional Service - an additional specific service we provide to you, following a request from you, which may be ancillary to or as part of our service as an Agency or which may relate to other business

Assignment - an Engagement negotiated and agreed through us, and of which you have informed us prior to its commencement – NOTE: an Engagement which you do not tell us about in advance is not an Assignment

Associate - a person with whom we conduct business, being (a) a subsidiary or associated company (as defined by s.736 and s.309A Companies Act 1985) of yours, or (b) a business (whether corporate or unincorporated)

(i) which is a member of, director of, or partner in, your company or business, or

(ii) of which you are a member, or director or partner, or (iii) for which either you, or a representative of yours is authorised by you (whether expressly or impliedly) to, undertake work (other than solely in a professional capacity)

Candidate - any person, whether employed or self employed, and/or a limited company through which a person is offering services, or a supplier company, in respect of whom or which, or in respect of whose skills or services, information is provided to you by us

End User - any third party to whom you provide information concerning a Candidate following an Introduction and for whose benefit the Candidate provides any services, and any associate (as defined by s.435 Insolvency Act 1986) of that third party

Engagement - any engagement or employment of any description (including as defined by s.13(1) (a) of the Employment Agencies Act 1973) under an Assignment or otherwise, whether direct or indirect, under which a Candidate is due to provide any services for the benefit of you or to an End User including, but not limited in meaning to, an engagement or employment which is temporary or permanent in nature or through the intermediary of a limited company or by contract through a third party and "Engage", and "Engaged" shall have corresponding meaning

Expenses - any agreed expenses to be paid by you

Information - information for each Requirement including

- role or position to be filled and date for commencement
- nature of the work and/or position required
- working conditions, location, proposed salary and/or payment terms
- any issues relating to health and safety and steps taken by you to prevent or control risk or information which may affect a decision to accept work
- experience and qualifications required for the Candidate
- details of any requirements of law or professional bodies and confirmation that you have all necessary licences and consents

Introduction - the provision of information by us or by a Candidate that enables you to identify a Candidate or relating to a Candidate, already identified, including all negotiations between you and us relating to a Candidate and "Introduce" shall have corresponding meaning

Offer - an offer, in principle or otherwise, expressing the desire to Engage the Candidate, and communicated by you, or us at your request, to the Candidate

Payment Terms - under an Assignment or for any other Additional Service you shall pay the Fee within 14 days of the date of our invoice and that in all other cases you shall pay the Fee within 30 days of commencement of

the Engagement, the sum due in respect of the Fee being a debt due to us, whether or not we have submitted an invoice. If payment is late you shall pay interest on any overdue sum calculated at the rate of 2% per month

Regulations - the Conduct of Employment Agencies and Employment Businesses Regulations 2003

Remuneration - the proposed or projected sum (whichever is higher) payable by you or an End User for the benefit of the services of a Candidate under an Engagement calculated in accordance with clause 4(d) together with the value attributable by HM Revenue & Customs of all taxable benefits provided under the Engagement, such value in respect of any motor vehicle being not less than £5,000

Requirement - a request from you in any form for an Introduction or other service

Special Terms - specific terms, whether or not referred to as a specific additional agreement (SAA), relevant to a stated Requirement, agreed with you and set out in a Requirement confirmation or an Assignment confirmation and which vary terms applicable only to that Requirement

Terms of Business - the terms herein, which comprise our agreement with you

Fees Definitions

Fee -

(a) the fee you are obliged to pay us in the event of an Engagement, not being a supply by us under different terms relating to the supply of temporary workers or contractors – this is dependent on the type of Engagement as follows:

(i) **for the permanent hire of a Candidate**, namely one that is not a temporary direct hire of a Candidate, our fee will be calculated in accordance with the Fee Scale, save and to the extent that any other scale or terms are stated or agreed by us to apply,

(ii) **for the temporary direct hire of a Candidate** negotiated and agreed with us our fee is an amount based on 35% of the weekly or monthly sum that you pay to the Candidate for the period of the hire,

(iii) **for an Engagement in any other circumstances**, a fee as if the hire were permanent will be payable. The Client shall not be entitled to any pro rata reduction for periods of hire of less than 1 year, and

(b) **in any event** any Additional Fee

Fee Period - any time

(a) during the later of 9 months after

(i) an Introduction relating to the Candidate concerned or

(ii) the last Assignment of the Candidate concerned, or

(b) after an Introduction where the Introduction was the effective cause of the Engagement

Rebate - the proportion of the Fee (but not the Additional Fee) we will rebate in accordance with the Rebate Scale if all of the Rebate Conditions apply and your employment of a Candidate ends within 7 weeks of commencement of the employment ("Timescale")

Rebate Conditions -

(i) the arrangement is an Assignment under which the Candidate is employed by you under a contract of service on a basis intended to be permanent, and

(ii) the Candidate has not previously been Engaged by you, and

(iii) the employment ends within the Timescale by reason of the fact that the Candidate is not suitable for the position offered by you and accepted by the Candidate, and

(iv) you have provided us with full and correct information as to the position sought to be filled in accordance with clause 3(a) in relation to the Candidate, and the position is as described, and

(v) you have first paid the relevant Fee no later than 14 days after the earlier of date of commencement of the employment or the date of our invoice, and

(vi) you have notified us in writing of the fact, and date, of termination no later than 3 working days after the earlier of the date of notice of termination given by either party or the date the employment ends, and

(vii) you have in good faith allowed us to Introduce a suitable replacement Candidate for the same position and we have not, within 28 days of your notification to us under (vi), been able to make such Introduction which leads to an Engagement.