



INTERNATIONAL LIMITED

"Terms of Business"

The schedules below detail the rates chargeable and forms part of this contract. All agreed contract variations are noted there for completeness.

Signed for and on behalf of the Client by..... (insert name in capital letters)

Signature

Date

Position

CLIENT

ADDRESS

.....

.....

CLIENT COMPANY REGISTRATION NUMBER

CLIENT V.A.T. NUMBER

SCHEDULE OF CONTRACT BOOKING RATE STRUCTURE

Rates Payable (per hour) for: (.....am -pm)

Basic Rate £.....

Overtime 1 £.....

Overtime 2 £.....

Basic Rate Payable for up to ____ hours worked Monday - Friday

Overtime 1 Payable for after ____ hours worked Monday - Friday and all day Saturday

Overtime 2 Payable for Sundays and Bank Holidays

The above rates are fully inclusive of all payroll, administration and holiday pay, which must now be accrued under the working time regulations. These rates are exclusive of VAT, chargeable at 17.5%.

SCHEDULE OF PERMANENT FEE STRUCTURE

Table with 2 columns: REMUNERATION SCALE (EARNINGS PER ANNUM) and PERCENTAGE FEE PAYABLE. Rows include earnings brackets from £0 to £90,000+ and a minimum charge for permanent placement.

N.B. As part of the definition of remuneration in this contract £3,000 will be added as a notional salary value of any company vehicle offered which a Work Seeker may use for his/her own personal use.

TERMS OF BUSINESS – INTRODUCTION AND SUPPLY OF WORK SEEKERS

These Terms of Business relate to the introduction and supply to you by the Company of Work Seekers to cover short term requirements and the introduction to you by the Company of Work Seekers for permanent positions.

DEFINITIONS

1. In these Terms of Business the following definitions shall apply:

- “Assignment”** means a period of not less than _____ during which the Work Seeker (or a replacement, if proven necessary) 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 Work Seeker is supplied or introduced;
- “the Employment Business”**
“the Employment Agency”
“the Company” any and all of these 3 terms shall mean Euroresource International Limited whose registered address is situate at BCR House, 3 Bredbury Business Park, Stockport, Cheshire SK6 2SN;
- “Engagement”** means the engagement employment or use of the Work Seeker or any replacement of the Work Seeker offered under the provisions of clause 11.4 in any capacity whatsoever whether temporary or permanent and whether directly by the Client or any third party or through any other employment business on a temporary permanent or contract basis as an employee or self-employed person or otherwise and whether under a contract of service or a contract for services or any other form of engagement directly or through a limited company of which the Work Seeker is an officer or employee;
- “Work Seeker”** means the individual who is introduced by the Company to render services to the Client;
- “Transfer Fee”** means the fee payable in accordance with clause 7.1.2 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
- “Introduction Fee”** means the fee payable in accordance with clause 7.1.2 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
- “Introduction”** means (i) the Client’s interview of a Work Seeker in person or by telephone, following the Client’s instruction to the Company to supply a Work Seeker; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Work Seeker; and which leads to an Engagement of that Work Seeker, regardless of whether or not the Client had knowledge of such Work Seeker prior to the introduction;
- “Remuneration”** includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Work Seeker for services rendered to or on behalf of the Client or any third party. Where a company vehicle is provided which the Work Seeker may use for his or her own personal use a notional amount of £3,000 will be added to the salary in order to calculate the fee payable by the Client to the Company;

“Employment Agency” is defined as the business (whether or not carried on with a view to profit and whether or not carried on in conjunction with any other business) of providing services (whether by the provision of information or otherwise) for the purpose of finding persons employment with employers or of supplying employers with persons for employment with them;

“Employment Business” is defined as the business (whether or not carried on with a view to profit and whether or not carried on in conjunction with any other business) of supplying persons in the employment of the person carrying on the business, to act for, and under the control of, other persons in any capacity.

For the purpose of further clarification, the Company acts as EITHER an Employment Agency in the introduction of Work Seekers for permanent positions OR as an Employment Business in the introduction and supply of Work Seekers on temporary assignments such Work Seekers introduced or supplied are not to be regarded as employees of the Company.

2. THE CONTRACT

- 2.1 These Terms of Business apply to all such supplies and introductions and by virtue of your request for an interview with or Engagement of a Work Seeker or the passing of any information about the Work Seeker to you or by you to any third party following an Introduction you are deemed to have accepted these Terms of Business which constitute the contract between the Company and yourself to the exclusion of any terms and conditions that you may have.
- 2.2 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Company and yourself and are set out in writing and a copy signed by a director of the Company detailing the varied terms is given to the you stating the date on or after which such varied terms shall apply.
- 2.3 In the event of a conflict between these Terms of Business together with any agreed and authorised variation these Terms of Business shall prevail.

PERMANENT “TERMS OF BUSINESS” - INTRODUCTION OF STAFF TO BE EMPLOYED BY THE CLIENT – ARE AVAILABLE ON REQUEST

TEMPORARY WORK SEEKER TERMS

3. CHARGES

- 3.1 You agree to pay the hourly charges of the Employment Business as detailed in the attached schedule. The charges are calculated according to the number of hours worked by the Contract Worker. VAT, if applicable, is payable on the entirety of these charges.
- 3.2 The charges are invoiced to the Client on a weekly basis and are payable within _____ days of the invoice date by electronic transfer to the Bank Account nominated from time to time by the Company unless another payment method is agreed between the Client and the Company in writing.
- 3.3 It is of the essence of these Terms of Business that The Client agrees to strictly adhere to the payment schedule in order that the Company is able to pay the Work Seeker in a timely fashion out of funds it has received from the Client such fashion normally being that a Work Seeker is required to work a week in hand and is paid for each week’s work on the first Friday following the end of the week being paid for.
- 3.4 The Employment Business reserves the right to charge interest on any amounts remaining unpaid after payment was due to be received as agreed in clause 3.2 (without prior notification) at the rate of 8% over the Barclays Bank plc’s base unsecured lending rate from time to time pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 (or any revised rate that may come into force from time to time under this legislation) (both before and after any judgement) accruing on a daily basis from the date of the invoice until actual payment. Should payment become overdue the Company will be entitled to charge (in addition to interest and any legal costs ordered by the Court and without prejudice to any rights or remedies available to them) the sum of £90.00 plus V.A.T. or 10% of the total debts

whichever is the greater by way of liquidated damages and as a contribution to the administrative costs incurred together with any such other sums as may reasonably be incurred by the Company in taking steps to secure payment.

3.5 There are no rebates payable in respect of the charges of the Employment Business.

4. INFORMATION TO BE PROVIDED

4.1 When making an Introduction of a Work Seeker to the Client the Employment Business shall inform the Client of the identity of the Work Seeker; that the Work Seeker has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment and that the Work Seeker is willing to work in the Assignment.

4.2 Where such information has not been obtained then the Client shall be informed.

4.3 All Work Seekers are supplied under a contract for services.

5. TIME SHEETS

5.1 At the end of each week of an Assignment, the Client shall sign/authorise a time sheet (whether in a paper or electronic format) verifying the number of hours worked by the Work Seeker during that week. Where an electronic format is used, the act of sending a time sheet to the Employment Business in electronic format by email shall be deemed as authorisation of the time sheet.

5.2 Signature/authorisation of the time sheet by the Client is confirmation of the number of hours worked and that the Client expects to be invoiced at the charge rate agreed under the schedule and on the terms referred to in clause 3.1. If the Client is unable to sign a time sheet produced for authentication by the Work Seeker because the Client disputes the hours claimed, the Client shall inform the Employment Business as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with the Employment Business to enable the Employment Business to establish what hours, if any, were worked by the Work Seeker. Failure to sign/authorise the time sheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.

5.3 The Client shall not be entitled to decline to sign/authorise a timesheet because of any dissatisfaction with the work performed by the Work Seeker. In cases of unsuitable work the Client should apply the provisions of clause 11 below.

5.4 The Client agrees that if it needs to operate a Purchase Order system then the relevant purchase order number is written on the timesheet at the time that the timesheet is signed/authorised. The Employment Business does not accept any liability for obtaining the Purchase Order number. The Client may not hold up payment should no Purchase Order number be submitted as stated above.

6. PAYMENT OF THE WORK SEEKER

6.1 The Employment Business assumes responsibility for paying the Work Seeker his/her fees together with any paid holiday entitlements under law and where appropriate, for the deduction and payment of National Insurance Contributions and Pay As You Earn Income Tax (PAYE) applicable to the Work Seeker pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003. No payment of any sort must be paid by the Client direct to the Work Seeker.

7. TRANSFER AND INTRODUCTION FEES

7.1 In the event of the Engagement of a Work Seeker supplied by the Employment Business either (1) directly by the Client or (2) by the Client pursuant to being supplied by another employment business, within the Relevant Period (defined in sub section c below) the Client shall be liable, to either:-

7.1.1 Subject to electing upon giving 14 days notice, an extended period of hire of the Work Seeker being 26 weeks during which the Employment Business shall be entitled to the charges referred to in clause 3.1 above for each hour the Work Seeker is supplied; or

- 7.1.2 A Transfer Fee calculated at the % rate of the Permanent Fee Structure of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges referred to in clause 3.1 multiplied by 250. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.
- 7.2 "Relevant Period" for the purpose of this clause means the later of either 14 weeks from the first day on which the Work Seeker was supplied by the Employment Business to work for the Client, or 8 weeks from the day after the Work Seeker was last supplied by the Employment Business to the Client. The first day will be the first occasion on which a Work Seeker is supplied to work for the Client or the first day of an assignment where there has been more than 42 days since the end of the previous assignment.
- 7.3 In the event that there is an Introduction of a Work Seeker to the Client which does not result in the supply of that Work Seeker by the Employment Business to the Client, but which leads to an Engagement of the Work Seeker by the Client either directly or pursuant to being supplied by another employment business the Client shall be liable, to either:-
- 7.3.1 Subject to electing upon giving 14 days notice, a period of hire of the Work Seeker being 26 weeks during which the Employment Business shall be entitled to the charges set out in clause 3.1 above for each hour the Work Seeker is so employed or supplied; or
- 7.3.2 An Introduction Fee calculated at the % rate of the Permanent Fee Structure of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges referred to in clause 3.1 multiplied by 250. No refund of the Introduction Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.
- 7.4 In the event that the Work Seeker is introduced by the Client to a third party which results in the Engagement of the Work Seeker by the third party within the Relevant Period the Client shall be liable to pay a Transfer Fee calculated at the % rate of the Permanent Fee Structure of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges referred to in clause 3.1 multiplied by 250. No refund of the Introduction Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

8. LIABILITY

- 8.1 Whilst every effort is made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Work Seekers 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 Work Seeker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Work Seeker. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence as defined in the Unfair Contract Terms Act 1977.
- 8.2 Work Seekers supplied by the Employment Business are engaged under contracts for services. They are not the employees of the Employment Business but are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors and omissions of the Work Seeker, whether wilful, negligent or otherwise as though the Work Seeker was on the payroll of the Client. The Client will also comply in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations, Health and Safety At Work Act etc., by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff (excluding the matters specifically mentioned in clause 6 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Work Seeker during all Assignments.
- 8.3 The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Work Seeker and about any requirements imposed

by law or by any professional body, which must be satisfied if the Work Seeker is to fill the Assignment. The Client will assist the Employment Business in complying with the Employment Business' duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Employment Business and the Client will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Work Seeker for more than 48 hours in any week, the Client must notify the Employment Business of this requirement before the commencement of that week.

- 8.4 Unless undertaken in whole or in part by the Employment Business which in this context may include a partner company, The Client will undertake to give all newly supplied Work Seekers the appropriate induction. This should include the relevant health and safety training required to do the job. Clients are advised to get a signature from the Work Seeker on completion of this training unless such training has been undertaken by the Employment Business in which case it will forward to the Client a document signed by the Work Seeker detailing the training and/or induction completed by the Work Seeker.
- 8.5 The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Work Seeker for the Work Seeker to fill the Assignment.
- 8.6 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 clauses 8.2, 8.3, 8.4 (to the extent that the Client may be held liable), 8.5 and/or as a result of any breach of these Terms of Business by the Client.

9. EQUAL OPPORTUNITES / DISCRIMINATION INDEMNITY

- 9.1 The Employment Business expects that the Client will be fully aware of all current laws relating to discrimination, victimisation and harassment due to race, colour, nationality, sex, marriage, disability, religion, sexual orientation or working time and that it has given the appropriate training to all members of its own staff that may be involved in the selection, supervision and control of the Work Seekers supplied by the Employment Business. The Client shall indemnify the Employment Business against any and all claims, costs and damages incurred in action taken against the Employment Business in respect of the above arising from acts, omissions and any verbal or written comment made by any member of staff employed or under the direction of the Client.

10. SPECIAL SITUATIONS

- 10.1 Where the Work Seeker is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment or the Assignment involves caring for or attending one or more persons under the age of eighteen or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Employment Business will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Work Seeker, two references from persons not related to the Work Seeker who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Work Seeker is suitable for the Assignment. If the Employment Business is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

11. TERMINATION

- 11.1 The Client undertakes to supervise the Work Seeker sufficiently to ensure the Client's satisfaction with the Work Seeker's standards of workmanship.
- 11.2 In the spirit of fairness to Client, the Work Seeker and the Employment Business, the Client together with the Employment Business have arrived at the following set of circumstances where a Work Seeker may reasonably be asked to leave an Assignment by the Client or by the Client instructing the Employment Business to remove the Work Seeker; such suitable instances are where a Work Seeker supplied by the Employment Business to the Client on an Assignment:-
- 11.2.1 is unable to perform the duties for which he or she has been hired;
- 11.2.2 commits an act or acts of gross misconduct (as is/are commonly understood as being

- a fair reason or reasons for instant dismissal);
- 11.2.3 commits an act of dishonesty (where sufficient proof exists that the Work Seeker has committed such an act and would therefore be punishable in law);
- 11.2.4 repetitively arrives late for work after having received at least 1 verbal warning and 1 written warning setting out termination as the most likely consequence of continued bad time-keeping;
- 11.2.5 arrives at work in an obviously drunken and/or drugged state (where this may affect the quality of the work performed adversely or constitute a safety hazard to either the Work Seeker and/or other workers working in proximity to the Work Seeker or where the Work Seeker is required to drive a vehicle).
- 11.3 The Employment Business shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Work Seeker supplied to the Client is unsuitable for the Assignment.
- 11.4 In the event that a Work Seeker is taken off an Assignment under the provisions of 11.2, the Employment Business shall use its' best endeavours to replace the Work Seeker taken off the Assignment with another Work Seeker it deems can complete the Assignment in a satisfactory manner to the Client within a reasonable time and the Client agrees to accept such a replacement(s) until the Assignment has been completed.

12. ADDITIONAL TERMS RELATING TO THE SUPPLY OF CONTRACT DRIVERS (including fork lift operators)

- 12.1 Temporary Work Seeker drivers are supplied by the Company on the understanding that the Client holds an operators licence in accordance with the Transport Act 1968 where required. The Company will as far as reasonably possible check references of the Work Seeker driver as well as examining driving licences and permits.
- 12.2 It is the responsibility of the Client to check that all licences and other documentation appertaining to the driver are in order before permitting that driver to take charge of a vehicle.
- 12.3 The Client agrees to be responsible for ensuring that the driver(s) comply with all relevant Transport Acts and other related legislation.
- 12.4 It is the Client's responsibility to take proper steps in relation to the insurance, maintenance and safety of any vehicle, the legality of documents and to cause to come into effect all other necessary liability insurances (including Employer's Liability and Third Party Risks or fully Comprehensive Insurance) for the vehicle its contents and the driver.
- 12.5 The Client accepts that as a user of the driver they have sole responsibility and control over the driver's route, journeys, hours of work, licences required and where appropriate the legal and statutory requirements in respect of the use and return of Tachographs. [The Company takes pride in its careful selection of drivers introduced to clients and with regard to the nature of the duties to be performed and the vehicles they are required to drive.] However the Company must emphasise that it may be impractical for it to obtain references in every case owing to time constraints and the human element involved and the Company cannot accept liability of any kind whether in contract or in tort or at all for any loss or damage to property or for any other loss (including without prejudice to the foregoing loss of profits) or for any injury to persons or any third party arising directly or indirectly from any act or omission of any driver introduced by the Company even if such act or omission is negligent or fraudulent or reveals dishonesty or lack of skill on the part of the driver.

13. LAW

- 13.1 These Terms of Business are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.