

CONTRACT AND PERM TERMS OF BUSINESS

THE SUPPLY OF LIMITED COMPANY CONTRACTORS AND TEMPORARY STAFF SERVICES

1. DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

“Assignment” means the period during which the Temporary Worker or Contractor is supplied by the Employment Business 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 or Contractor is supplied or introduced.

“Contractor” means the Limited Company introduced to the Client by the Employment Business to carry out an Assignment (and save as otherwise indicated, includes any officer, employee or representative thereof).

“The Employment Business” means Bluebox Recruitment Ltd. “Engagement” means the engagement, employment or use of the Temporary Worker or Contractor or any officer, employee or representative of the Contractor directly by the Client or any third party or through any other employment business or agency on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, 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 (i) the Client’s interview of a Temporary Worker or an officer, employee or representative of the Contractor in person or by telephone, following the Client’s instruction to the Employment Business to supply a Temporary Worker or Contractor; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Temporary Worker or Contractor; and which leads to an Engagement.

An introduction remains valid for a period of six (6) months from the date of provision of the information or the interview by the Client whichever is the later.

“Introduction Fee” means the fee payable in accordance with clause 7.2(b) below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003

“Relevant Period” means the later of either 14 weeks from the first day on which the Temporary Worker or Contractor was supplied by the Employment Business to work for the Client, or 8 weeks from the day after the Temporary Worker or Contractor was last supplied by the Employment Business to the Client.

“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 Temporary Worker or Contractor for services rendered to or on behalf of the Client or any third party. Where a company car is provided, a notional amount of £3,600 will be added to the salary in order to calculate the Employment Business’ fee.

“Temporary Worker” means the individual who is introduced by the Employment Business to render services to the Client.

“Transfer Fee” means the fee payable in accordance with clause 7.1(b) below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003..

1.2 Unless the context otherwise requires, references to the singular include the plural.

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 constitute the contract between the Employment Business and the Client for the supply of the Temporary Worker's or Contractor's services by the Employment Business to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or Engagement of the Temporary Worker or Contractor or the passing of any information about the Temporary Worker or Contractor 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 prevail over any 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 and 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. The charges are calculated according to the number of hours worked by the Temporary Worker or Contractor (to the nearest quarter hour). The charges comprise mainly the Temporary Worker's or Contractor's pay but also include the Employment Business' commission calculated as a percentage of the Temporary Worker's or Contractor's pay, employer's National Insurance contributions where applicable 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. 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 7 days. The Employment Business reserves the right to charge interest on any overdue amounts at the rate of 8% per annum above the base rate from time to time of Lloyds TSB Bank Plc from the due date until the date of payment.

3.3 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 Temporary Worker or Contractor to the Client the Employment Business shall inform the Client of the identity of the Temporary Worker or Contractor and the person to be supplied to do the work, that the Temporary Worker or Contractor and the person to be supplied to do the work has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment; whether the Temporary Worker will be employed by the Employment Business under a contract of service or apprenticeship or a contract for services; and that the Temporary Worker or Contractor is willing to work in the Assignment.

4.2 Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank Holiday) following, save where the Temporary Worker or Contractor is being introduced

for an Assignment in the same position as one in which the Temporary Worker or Contractor had previously been supplied within the previous five business days and such information has already been given to the Client.

5. TIME SHEETS

5.1 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) the Client shall sign the Employment Business' time sheet verifying the number of hours worked by the Temporary Worker or Contractor during that week.

5.2 Signature of the time sheet by the Client is confirmation of the number of hours worked. If the Client is unable to sign a time sheet produced for authentication by the Temporary Worker or Contractor 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 Temporary Worker or Contractor. Failure to sign 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 a timesheet on the basis that he is dissatisfied with the work performed by the Temporary Worker or Contractor. In cases of unsuitable work the Client should apply the provisions of clause 10.1 below.

6. PAYMENT OF THE TEMPORARY WORKER OR CONTRACTOR

6.1 The Employment Business assumes responsibility for paying the Temporary Worker or Contractor and, where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003.

7. TRANSFER AND INTRODUCTION FEES

7.1 In the Event of the Engagement of a Temporary Worker or Contractor 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 the Client shall be liable to either:

- a) Subject to electing upon giving 7 days notice, an extended period of hire of the Temporary Worker or Contractor being 20 weeks during which the Employment Business shall be entitled to the charges set out in clause 3.1 above for each hour the Temporary Worker or Contractor is so employed or supplied, or
- b) A Transfer Fee calculated as follows: 15% 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 370. 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 In the event that there is an Introduction of a Temporary Worker or Contractor to the Client which does not result in the supply of that Temporary Worker or Contractor by the Employment Business to the Client but which leads to an Engagement of the Temporary Worker or Contractor by the Client either directly or pursuant to being supplied by another employment business the Client shall be liable, to either:

a) Subject to electing upon giving 7 days notice a period of hire of the Temporary Worker or Contractor being 20 weeks during which the Employment Business shall be entitled to the charges set out in clause 3.1 above for each hour the Temporary Worker or Contractor is so employed or supplied; or

b) An Introduction Fee calculated as follows: 15% 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 370. 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.

7.3 In the event that the Engagement of the Temporary Worker or Contractor is for a fixed term of less than 12 months, the fee in clause 7.1(b) or 7.2(b), calculated as a percentage of the Remuneration, will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Temporary Worker or Contractor within 6 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 sooner.

7.4 In the event that the Temporary Worker or Contractor is introduced by the Client to a third party which results in the Engagement of the Temporary Worker or Contractor by the third party within the Relevant Period the Client shall be liable to pay a Transfer Fee calculated as follows: 15% 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 370. 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.

7.5 If a Client subsequently engages the Temporary Worker or Contractor within a period of 6 calendar months from the termination of an Engagement, interview or provision of information, a fee calculated in accordance with clause 7.4 becomes payable.

7.6 In the event of any employee of the Employment Business with whom the Client has had dealings accepts an Engagement with the Client within 6 months of leaving the Employment Business's employment, the Client shall be liable to pay an introduction fee in accordance with Clause 7.4

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 Temporary Workers and Contractors and further to provide them in accordance with the Assignment Details provided by the Client, the Employment Business is not liable for any loss, expense, damage, costs or delay arising from any failure to provide any Temporary Worker or Contractor for all or part of the period of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker or Contractor. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.

8.2 Temporary Workers supplied by the Employment Business are engaged under contracts for services. Temporary Workers or Contractors 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 or omissions of the Temporary Worker or Contractor, whether wilful, negligent or otherwise as though the Temporary Worker or Contractor was on the payroll of the Client. The Client will also comply in all respects with all statutes where applicable, 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, where applicable, for the Temporary Worker and Contractor 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 Temporary Worker or Contractor and about any requirements imposed by law or by any professional body, which must be satisfied if the Temporary Worker or Contractor 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 Temporary Worker or Contractor 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 The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Temporary Worker or Contractor for the Temporary Worker or Contractor to fill the Assignment.

8.5 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 and 8.3 and/or as a result of any breach of these Terms by the Client.

9. SPECIAL SITUATIONS

9.1 Where the Temporary Worker or Contractor or the person supplied to do the work 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 Temporary Worker or Contractor, two references from persons not related to the Temporary Worker or Contractor or person supplied to do the work, 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 Temporary Worker or Contractor or person supplied to do the work, 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.

10. TERMINATION

10.1 The Client undertakes to supervise the Temporary Worker or Contractor sufficiently to ensure the Client's satisfaction with the Temporary Worker or Contractor's standards of workmanship. If the Client reasonably considers that the services of the Temporary Worker or Contractor are unsatisfactory, the Client may terminate the Assignment either by instructing the Temporary Worker or Contractor to leave the Assignment immediately, or by directing the Employment Business to remove the Temporary Worker or Contractor. The Employment Business may, in such circumstances, reduce or cancel the charges for the time worked by the Temporary Worker or Contractor, provided that the Assignment terminates:

- a) Within four hours of the Temporary Worker or Contractor commencing the Assignment where the booking is for more than seven hours; or
- b) Within two hours for bookings of seven hours or less;

And also provided that notification of the unsuitability of the Temporary Worker or Contractor is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.

10.2 Any of the Client, the Employment Business, the Temporary Worker or Contractor may terminate an Assignment at any time without prior notice and without liability.

10.3 The Client shall notify the Employment Business immediately and without delay and in any event within 24 hours if the Temporary Worker or Contractor fails to attend work or notifies the Client that the Temporary Worker or Contractor is unable to attend work for any reason.

10.4 The Employment Business shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Temporary Worker or Contractor supplied to the Client is unsuitable for the Assignment and shall terminate the Assignment under the provisions of clause 10.2.

11. LAW

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

INTRODUCTION OF PERMANENT STAFF

1. DEFINITIONS

In these Terms of Business the following definitions apply:

"Agency" means Bluebox Recruitment Ltd.

"Applicant" means the person introduced by the Agency to the Client for an Engagement including any officer or employee of the Applicant if the Applicant is a limited company and any member of the Agency'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 Candidate is introduced.

"Engagement" means the engagement, employment or use of the Applicant by the Client or any third party or through a sub-contractor of the Client, another employment business or agency on a permanent or temporary basis, whether under a contract of service or for services; under an agency, license, franchise or partnership agreement, or any other engagement; directly or through a limited company of which the Applicant is an officer or employee.

"Introduction" means the Client's interview of an Applicant either in person or by telephone or

the passing to the Client by the Agency of a curriculum vitae or other information which identifies the Applicant and leads to an Engagement. An Introduction remains valid for a period of six (6) months from the date of the provision of the information by the Agency or the interview of the Applicant by the client, whichever is the later.

“Remuneration” means annual basic salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments and all other payments and taxable and non-taxable emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client.

2. These Terms and Conditions of Business are between the Agency and the Client and are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of, an Applicant or the passing of any information about the Applicant to any third party. These Terms constitute the entire agreement between the parties and unless otherwise agreed in writing by a Director of the Agency, these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client. No variation or alteration to these Terms shall be valid unless set out in writing and signed by a director of the Agency

3. The Client agrees:

- (a) to notify the Agency immediately of any offer of an Engagement which it makes to an Applicant.
- (b) to notify the Agency immediately an Engagement is accepted and provide details of the Remuneration payable, and
- (c) to pay the fee of the Agency within 14 days of the date of the invoice.

4. (a) The fee payable to the Agency by the Client for the Introduction of the Applicant is calculated as a percentage of the Applicant’s gross equivalent annualised Remuneration + VAT. Motorcars provided to candidates introduced will be assessed as Remuneration at the rate of £3,600 pa. The fee percentage of the employee’s gross Remuneration will be 15%.

VAT will be charged in addition to the fee.

In the event that the Engagement is for a fixed term of less than 12 months, the fee will apply pro rata, subject to a minimum of 6 months Remuneration. If the Engagement is extended beyond the initial fixed term the Client shall be liable for a further fee based on the additional Remuneration applicable for the period of the Engagement following the initial fixed term to the termination of the second or subsequent Engagements or the first anniversary of its commencement, whichever is the sooner.

If the Client subsequently engages or re-engages the Applicant within a period of 6 calendar months from the date of termination of the Engagement or withdrawal of the offer, a fee calculated in accordance with this clause becomes payable.

In the event that an employee of the Agency with whom the client had dealings accepts an Engagement with the Client within 6 months of leaving the Agency’s employment, a fee calculated in accordance with this clause becomes payable.

(b) Where the Applicant’s Remuneration is based on commission only or On Target Earnings (“OTE”) the fee will be calculated in accordance with Clause 4 (a) above on the expected OTE

(c) Where the Applicant's Remuneration is based partly on commission 50% of the commission will be added to the package and the fee calculated in accordance with Clause 4 (a) above

5. (a) Should the relevant employment terminate before the expiry of ten (10) weeks, (save where as a result of the Applicant being made redundant by the Client), the fee will be rebated in accordance with the following Scale of Rebate.

For engagements terminating
during or at the end of: Rebate

Weeks 1 & 2 100%

Weeks 3 & 4 75%

Week 5 60%

Week 6 50%

Week 7 40%

Week 8 30%

Week 9 20%

Week 10 10%

(b) Rebates will only be given provided that the Client has notified the Agency in writing within seven (7) days of the termination of employment and has paid the Agency's fee within fourteen (14) days of the date of the invoice.

6. Introductions are confidential. Any information passed to a third party which results in an Engagement renders the Client liable to payment of the Agency's fee as set out in Paragraph 4.

7. An Introduction fee calculated in accordance with Paragraph 4 of these Terms will be charged in relation to any Applicant engaged as a consequence of or resulting from an Introduction by or through the Agency even though the Introduction may be made indirectly.

8. In addition to the Introduction fee the Client shall pay the Agency where appropriate any or all of the following "Recoverable Expenses" such as advertising, Applicants' travel expenses to attend interview, medical examinations, visa processing, document courier services etc, subject to the Client's prior agreement and understanding.

9. (a) The Agency endeavours to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation of the Applicant's identity; that the Applicant has the experience, training, qualifications and any authorisations which the Client considers necessary or which may be required by law or by any professional body; and that the Applicant is willing to work in the position which the Client seeks to fill. Confirmation of the above, as far as such has been obtained, will be provided within 3 days of proposing an Applicant.

(b) The Agency endeavours to take all reasonably practicable steps to ensure that the Client and Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position which the Client seeks to fill and further that it would not be detrimental to the interests of either the Client or the Applicant.

(c) Notwithstanding clauses a) and b) above, the Client must satisfy himself as to the suitability of any Applicant and shall be responsible for taking up any references (including the confirmation of any professional or academic qualifications) provided by an Applicant and/or

the Agency before engaging such Applicant. The Client shall be responsible for obtaining work and other permits, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant and satisfy any medical and other requirements, qualifications or permissions required by law.

(d) To enable the Agency to comply with its obligations under this clause 9 the Client undertakes to provide the Agency details of the position, including the type of work the Applicant will be required to do; the location and hours of work; the experience, training, qualifications and any authorisations the Client considers necessary or which are required by law or any professional body; and any risks to health and safety known to the Client and what steps the Client has taken to prevent and control such risks; the date the Client requires the Applicant to commence; the duration of the work; the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice the Applicant would be entitled to give and receive to terminate the employment.

10. Where the Applicant is required by law or any professional body to have any qualifications or authorisations to work in the position, the Agency will take all reasonable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Applicant; two references from persons not related to the Applicant who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practical steps to confirm the Applicant is suitable for the position. Where the Agency is unable to do any of the above it shall inform the Client of the steps it has taken to obtain the information in any event.

11. The Agency shall not be liable to the Client 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 Agency 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 Agency to introduce any Applicant.

12. This Agreement shall be governed by and construed in accordance with the laws of England & Wales and the parties hereby submit to the non-exclusive jurisdiction of the Courts of England & Wales.

13. Overdue debts – we reserve the right to charge interest on all overdue debts at the rate of 2.5% per month or part of a month.