

RESOURCING SOLUTIONS TERMS OF BUSINESS FOR THE SUPPLY OF RECRUITMENT SERVICES (FOR TEMPORARY WORKERS AND CONSULTANCY SERVICES)

1. DEFINITIONS

1.1 In these Terms of Business the following definitions shall apply:

"Assignment"	means the relevant temporary assignment agreed between RSL and the Client pursuant to which the Candidate is to supply services to the Client;
"Candidate"	means the individual and/or Consultancy who is supplied or introduced to the Client for an Assignment;
"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 supplied or introduced;
"Conduct Regulations"	mean The Conduct of Employment Agencies and Employment Business Regulations 2003;
"Confidential Information"	means all information disclosed by one party to the other under these Terms of Business which the receiving party has been informed is confidential or which the receiving party ought reasonably to comprehend that the disclosing party would regard as confidential. Confidential Information shall include without limitation information relating to each party's business, but shall exclude information which: a) was public knowledge or already known to the recipient at the time of disclosure; b) subsequently becomes public knowledge other than by breach of these Terms of Business; c) subsequently comes lawfully into the possession of the recipient from a third party; or d) is agreed by the parties not to be confidential or to be disclosable;
"Consultancy"	means the company introduced to the Client by RSL (and save where otherwise indicated includes any officer, employee or representative of the Consultancy and any third party to whom the provision of consultancy services is sublet or assigned with the prior approval of RSL and the Client);
"Engages/Engaged/Engagement"	means the engagement, employment or use of the Candidate by the Client or any third party directly or through any other employment business 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 Candidate is an officer or employee) which results from an Introduction;
"Introduction"	means (i) the Client's interview of a Candidate in person or by telephone, following the Client's instruction to RSL to supply a Candidate; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Candidate and which leads to an Engagement of that Candidate;
"Mandatory"	means requirements stipulated by the Client that are essential to performance of the Assignment;
"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 Candidate for services rendered to or on behalf of the Client or any third party;
"Relevant Period"	means the later of fourteen (14) weeks from the first day on which the Candidate was supplied by RSL to work for the Client, or eight (8) weeks from the day after the Candidate was last supplied by RSL to the Client;
"RSL"	means Resourcing Solutions Limited (company number 03280183), a company incorporated in England & Wales whose registered office is at Thames Valley Headquarters, Ruscombe Business Park, Ruscombe, Berkshire RG10 9JW;
"Services"	means the Introduction to the Client and/or provision of Candidates to the Client;
"Terms of Business"	means these terms and conditions;
"Transfer Fee"	means the fee payable in accordance with clause 9.

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

1.3 The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

2. THE CONTRACT

2.1 In the absence of a signed acceptance by the Client of these Terms of Business, these Terms of Business shall be deemed to constitute the contract between RSL and the Client in the event that:

- 2.1.1 RSL receives e-mail confirmation of agreement to these Terms of Business; or
- 2.1.2 RSL has effected an Introduction of a Candidate to the Client; or
- 2.1.3 the Client Engages a Candidate; or
- 2.1.4 RSL has passed any information about the Candidate to the Client following an Introduction; or
- 2.1.5 the Candidate commences the supply of its services to the Client, whichever is the earlier.

2.2 These Terms of Business shall prevail over any terms of business or purchase conditions put forward by the Client.

2.3 No variation or alteration to these Terms of Business shall be valid unless the details of such variation are agreed between RSL and the Client and are set out in writing.

2.4 For the purposes of these Terms of Business, RSL acts as an employment business as defined within the Conduct Regulations. Candidates supplied by RSL on a temporary basis are engaged under contracts for services or consultancy agreements. They are not the employees of the Employment Business.

3. PAYMENT AND CHARGES

3.1 The Client agrees to pay such hourly charges of RSL as shall be notified to and agreed with the Client. The hourly charges comprise of the Candidate's pay and RSL's commission calculated as a percentage of the Candidate's pay, employer's National Insurance

contributions, contribution to statutory costs including holiday contributions pursuant to the Working Time Directive 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.

3.2 The charges are invoiced to the Client on a weekly basis for all of the hours worked by the candidate (to the nearest quarter hour) in arrears and are payable within twenty one (21) days of the invoice date.

3.3 All amounts payable by the Client to RSL under these Terms of Business are exclusive of value added tax which, where applicable, shall be paid in addition.

3.4 RSL reserves the right to charge interest on any overdue amounts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

3.5 The Client agrees to indemnify RSL against all costs and expenses incurred in recovering monies due to RSL by the Client in any event.

3.6 Should the Client dispute all or part of an invoice, the undisputed part shall be paid without prejudice to the provisions for the accrual of interest on unpaid invoiced amounts in accordance with clause 3.4 above.

3.7 All amounts due under this agreement shall be paid by the Client to RSL in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

3.8 RSL reserves the right to vary or increase its charges for Services where this is necessary to ensure compliance with the Agency Workers Regulations 2010. The amended charge rate shall be effective upon the Client being given thirty (30) days written notice stating the cause and manner of calculation of the new charge.

3.9 RSL reserves the right to terminate any and all agreements subject to these Terms of Business, without prejudice to its rights, in the event of non-payment or other breach by the Client of any of these Terms of Business.

4. SUITABILITY CHECKS

4.1 RSL endeavours to ensure the suitability of Candidates Introduced to the Client to work on the Assignment by taking reasonably practicable steps to:

- 4.1.1 ensure that it would not be detrimental to the interests of either the Client or the Candidate;
- 4.1.2 ensure that both the Client and Candidate are aware of any requirements imposed by law or by any professional body; and
- 4.1.3 confirm that the Candidate is willing to work on the Assignment.

4.2 Where a Candidate is required by law or any professional body to have any qualifications or authorisations to work on the Assignment, or the Assignment involves working with any Vulnerable Persons (as defined in regulation 2 of the Conduct Regulations), RSL will take all reasonably practicable steps to obtain, and offer to provide copies of, any relevant qualifications or authorisations and two references and to confirm that the Candidate is suitable for the Assignment. If RSL is unable to fully comply with these requirements, it shall inform the Client of the steps it has taken to supply the necessary information.

5. YOUR OBLIGATIONS

5.1 Upon making a request for a Candidate the Client shall provide to RSL sufficient and accurate information, including any Mandatory requirements, to enable RSL to seek suitable and appropriate Candidates and to fulfil its obligations as an employment business, including:

- 5.1.1 details of the position to be filled and the nature of the work;
- 5.1.2 the commencement date and the duration or likely duration of the Engagement;
- 5.1.3 the location and hours of work;
- 5.1.4 any health and safety issues and steps taken by the Client to prevent or control any risks and any health and safety matters which RSL is required to inform the Candidate about;
- 5.1.5 details of Mandatory experience, training, qualifications or other authorisations the Candidate must possess in order to fulfil the Assignment;
- 5.1.6 any requirements imposed by law or by any professional body, which must be satisfied if the Candidate is to fill the Assignment;
- 5.1.7 any other relevant information that may affect RSL's nomination of a Candidate, or a Candidate's decision to accept the Assignment offered;
- 5.1.8 information about any expenses that will have been paid by, or paid to, the Candidate;
- 5.1.9 full and correct information as to the relevant terms and conditions (within the meaning of reg 6(1) of the Agency Workers Regulations 2010) that any Candidate supplied for the Assignment would enjoy if they had been recruited as an employee of the Client as at the start date of the Assignment (where applicable).

5.2 The Client shall assist RSL in complying with the duties applicable to an employment business under the Working Time Regulations and Agency Workers Regulations 2010 (the "Regulations") by supplying any relevant information about the Assignment requested by RSL and the Client will not do anything to cause RSL to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Candidate for more than forty eight (48) hours in any week, the Client must notify RSL of this requirement before the commencement of that week.

5.3 The Client shall comply with any obligations it may have towards the Candidate under reg 12 and reg 13 of the Agency Workers Regulations 2010. If the Client does not comply with its obligations under the Agency Workers Regulations 2010 it must immediately provide RSL with written notice and must state the reasons why.

5.4 Notwithstanding clause 4 and regardless of any statutory obligation on RSL, the Client shall be obliged to satisfy itself as to the suitability of the Candidate for the Assignment. The Client is responsible for:

- 5.4.1 taking up any references provided by the Candidate before Engaging the Candidate;
- 5.4.2 checking the Candidate's right to work and obtaining permission to work as may be required by the law of the country in which the Candidate is Engaged to work;
- 5.4.3 the arrangement of medical examinations and/or investigations into the medical history of any Candidate; and
- 5.4.4 satisfying any medical and other requirements, qualifications or permission required for the Candidate to work in the Engagement.

5.5 The Client agrees that if it has not, within three (3) business days of a first Introduction, notified RSL that the Candidate was already known to it prior to that first Introduction, the Candidate was not known to the Client for the purposes of the Transfer Fee.

5.6 The Client warrants that all information provided in accordance with this clause 5 is full and accurate.

6. TIMESHEETS

6.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one (1) week or less) the Client shall Endorse RSL's timesheet verifying the number of hours worked by the Candidate during that week.

6.2 The Client shall be solely responsible to ensure that all timesheets are accurate and properly Endorsed by the Client's authorised representative and shall be deemed conclusive

- acceptance of the services provided by the Candidate and RSL may exclusively rely on the timesheets when determining the charges due to RSL.
- 6.3 If the Client is unable to Endorse a time sheet produced for authentication by the Candidate because the Client disputes the time claimed, the Client shall inform RSL as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with RSL to enable RSL to establish what hours, if any, were worked by the Candidate. Failure to sign the time sheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.
- 6.4 The Client shall not be entitled to decline to Endorse a timesheet on the basis that it is dissatisfied with the work performed by the Candidate. In the event that the Client is dissatisfied with the work provided by a Candidate it shall comply with the provisions of clause 12.
- 6.5 For the purposes of this clause 6, "Endorse" means the Client's signature, electronic signature or online approval of each timesheet.
- 7. PAYMENT OF THE CANDIDATE**
- 7.1 RSL assumes responsibility for paying the Candidate and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Candidate pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003.
- 8. RIGHT OF SUBSTITUTION**
- 8.1 The Consultancy may provide a suitable substitute to the Client with the Consultancy's guarantee that the substitute has the equivalent technical expertise as the original officer, employee or representative. Any such substitute must be agreed and approved by both RSL and the Client.
- 9. TEMPORARY TO PERMANENT**
- 9.1 In the event that the Client Engages a Candidate:
- 9.1.1 within the Relevant Period, where the Candidate has been supplied by RSL to the Client for an Assignment; or
- 9.1.2 within six months following the Introduction, where the Candidate was Introduced to the Client by RSL but the Introduction did not result in the supply of that Candidate by RSL to the Client,
- unless clause 9.2 applies, the Client shall pay to RSL the Transfer Fee at the rate set out in clause 9.7.
- 9.2 The Transfer Fee shall not be payable if the Client gives written notice to RSL that it intends to continue the hire of the Candidate for a further period of 52 weeks ("Extended Assignment") before it Engages the Candidate other than through RSL.
- 9.3 Where the Client decides (in accordance with clause 9.2) to have the Candidate supplied by RSL for the Extended Assignment:
- 9.3.1 the charges payable by the Client during the Extended Assignment shall be those applicable immediately before RSL received the Client's notice of election;
- 9.3.2 at the end of the Extended Assignment, the Client may Engage the Candidate without paying the Transfer Fee; and
- 9.3.3 if the Client chooses an Extended Assignment, but Engages the Candidate before the end of the Extended Assignment, RSL may charge the Transfer Fee, reduced proportionately to reflect the amount of the Extended Assignment already undertaken by the Candidate and paid for by the Client.
- 9.4 Where RSL has notified the Client that the Candidate has opted out of the Conduct Regulations, clause 9.2 shall not apply and in the event that the Client Engages a Candidate (a) during an Assignment, or (b) within 12 months after the end of an Assignment, or (c) within 12 months following an Introduction which does not result in the supply of that Candidate by RSL to the Client, the Client shall pay to RSL the Transfer Fee.
- 9.5 In the event that a Candidate Introduced or supplied to a Client is introduced by the Client to a third party which results in the Engagement of the Candidate by that third party within the period described in clause 9.4, the Client shall be liable to pay the Transfer Fee and the provisions of clause 9.2 shall not apply.
- 9.6 In the event that the Engagement of the Candidate (whether pursuant to clause 9.1 or 9.4) is for a fixed term of less than twelve (12) months, the Transfer Fee will apply on a pro-rata basis. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Candidate within three (3) months of the termination of the first Engagement the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is sooner.
- 9.7 The Transfer Fee payable under this clause 9 shall be calculated as twenty per cent (20%) of the Remuneration applicable during the first twelve (12) months of the Engagement or, if the actual amount of the Remuneration is not known, the agreed hourly charges for the provision of the Candidate to the Client multiplied by three hundred (300). No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates.
- 10. LIABILITY**
- 10.1 The Client agrees to comply in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations, Health and Safety At Work Act, Agency Workers Regulations 2010, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff, including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Candidates during all Assignments.
- 10.2 RSL shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with RSL seeking a Candidate for the Client or from the Introduction or provision or Engagement of any Candidate by the Client or from any Assignment or from any failure to provide any Candidate for all or part of the period of a temporary booking.
- 10.3 RSL shall not be liable for any loss, expense, damage or costs which may be suffered or incurred by the Client arising from or in any way connected with any failure on the part of the Candidate to perform the Assignment nor for any negligence (whether wilful or otherwise), dishonesty, fraud, acts or omissions, or misconduct of a Candidate or for the quality of services provided by a Candidate whatsoever arising.
- 10.4 Notwithstanding clauses 10.2 and 10.3, RSL does not exclude liability for death or personal injury arising from its own negligence.
- 10.5 The Client shall indemnify and keep indemnified RSL against any costs, claims, damages or expenses incurred by RSL arising out of any Engagement or the Client's failure to comply with its obligations under these Terms of Business or as a result of any breach of the Client of these Terms of Business.
- 11. FORCE MAJEURE**
- 11.1 RSL shall not be in breach of this Terms of Business nor liable for any failure or delay in performance of any obligations under these Terms of Business arising from or attributable to

cts, events, omissions or accidents beyond its reasonable control ("Force Majeure Event"). A Force Majeure Event shall include, but is not limited to, any labour dispute such as strikes, industrial action or lockouts, terrorist attack, civil war, civil commotion or riots, acts of god, or interruption or failure of utility service.

- 12. TERMINATION**
- 12.1 Either party may terminate an Assignment at any time by giving to the other party seven (7) days' prior written notice.
- 12.2 Either party may terminate these Terms of Business immediately by giving written notice to the other party if:
- 12.2.1 the other party commits a material breach of any of the terms of these Terms of Business and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
- 12.2.2 the other party suspends or ceases carrying on its business or suspends, or threatens to suspend, payment of its debts or is unable to pay its debts or it goes into liquidation or enters into an arrangement with creditors or has a receiver or an administrator appointed.
- 12.3 The Client may terminate an Assignment immediately by giving written notice to RSL where:
- 12.3.1 the Client reasonably considers that the services of the Candidate are unsatisfactory; or
- 12.3.2 the Candidate is grossly incompetent, guilty of gross misconduct and/or any serious or persistent negligence.
- 12.4 In the event that the Client wishes to terminate an Assignment pursuant to clause 12.3, the Client may terminate the Assignment either by instructing the Candidate to leave the Assignment immediately, or by directing RSL to remove the Candidate. RSL may, in its sole discretion, reduce or cancel the charges for the time worked by that Candidate, provided that the Assignment terminates:
- 12.4.1 Within four (4) hours of the Candidate commencing the Assignment where the booking is for more than seven (7) hours; or
- 12.4.2 Within two (2) hours for bookings of seven (7) hours or less;
- and also provided that notification of the unsuitability of the Candidate is confirmed in writing to RSL within forty eight (48) hours of the termination of the Assignment.
- 12.5 The Client may not terminate the Assignment solely for the reason of a Candidate's absence due to illness or injury unless such illness or injury prevents the Candidate providing services pursuant to these Terms of Business to the Client for a consecutive period of one (1) whole week (i.e. five (5) working days) or for an aggregate period of two (2) weeks (i.e. ten (10) working days) in any period of twelve (12) calendar months.
- 12.6 If the Candidate is not required to perform services for the Client during the termination notice period the Client shall pay RSL as though the Candidate was providing services for forty (40) hours per week during the notice period.
- 12.7 The Client shall notify RSL immediately and without delay and in any event within twenty four (24) hours if the Candidate fails to attend work or notifies the Client that the Candidate is unable to attend work for any reason.
- 12.8 RSL shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Candidate supplied to the Client is unsuitable for the Assignment and in those circumstances either the Client or RSL may terminate the Assignment without prior notice and without liability.
- 13. CONFIDENTIALITY**
- 13.1 Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under this Agreement.
- 13.2 Each party undertakes that it shall not at any time disclose to any third party any Confidential Information of the other party, except to those of its employees, representatives or advisers who need to know such information for the purpose of carrying out the party's obligations under these Terms of Business (and such parties to be bound by the same obligations of confidence), or as may be required by law, court order or any governmental or regulatory authority.
- 14. GENERAL**
- 14.1 The parties agree that these Terms of Business (together with any other terms and conditions expressly incorporated in writing into the contract for the Services) constitute the entire agreement between the parties relating to the provision of the Services. The parties confirm that they have not entered into the contract governed by these Terms of Business on the basis of any representation that is not expressly set out in these Terms of Business or any other terms and conditions expressly incorporated in writing into the contract for the Services. Nothing in this clause shall limit or exclude any liability for fraud.
- 14.2 If any provision of these Terms of Business is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed not to form part of the Terms of Business, and the validity and enforceability of the other provisions shall not be affected. Any provision which is found illegal, invalid or unenforceable, shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 14.3 The Client may not assign, sub-licence or otherwise transfer any agreement governed by these Terms of Business or any rights or obligations hereunder whether in whole or in part.
- 14.4 The Client and RSL agree that any rights accruing to any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 shall be excluded in any event.
- 14.5 Nothing in these Terms of Business shall constitute a partnership or joint venture between the parties.
- 14.6 These Terms of Business are governed by the law of England & Wales and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England & Wales.

Signature

Approvers Name

Job Title

Date

On behalf of (Company Name)

Company Registration number