

# TERMS AND CONDITIONS OF BUSINESS

## FOR THE INTRODUCTION OF TEMPORARY STAFF

- 01 (a) In these conditions **Contact Field Marketing & Solutions Ltd** (CFM&S) shall mean the company as may agree to provide temporary workers, hirer shall mean the person, firm or company, who is the employer, and is hereafter called the "Client" with who CFM&S so agrees.
- (b) No order in pursuance of any quotation or otherwise shall be binding to CFM&S unless and until it accepts such order in writing. The Contract shall be subject to these conditions and save as after mentioned no representative or agent of CFM&S has authority to agree any terms or make any representation inconsistent with them or to enter into any Contract except on the basis of them, any such term, representation or Contract will bind CFM&S only if in writing and signed by a Director. In the event that CFM&S has not given a written acknowledgement of the Client's order these conditions, provided the Client shall have had prior notice of them, shall nonetheless apply to the Contract.
- (c) Unless otherwise agreed in writing and signed by CFM&S Director these conditions shall override any terms and conditions stipulated or referred to by the Client in his order or pre-contract negotiations.
- (d) CFM&S reserves the right to correct any clerical or typographical errors made by its employees at any time.
- 02 (a) Temporary Workers provided by CFM&S are provided under contracts for services and are deemed to be under the direction and control of the CFM&S shall be solely responsible for supervising the Temporary Worker(s) at all times, for establishing that the Temporary Workers are competent to carry out the work for which the Client requires them and for ensuring the correctness of their work.
- (b) CFM&S has the appropriate Employers Liability, Public Liability and Professional Indemnity Insurances.
- (c) CFM&S will use all reasonable endeavours to ensure that the Temporary Workers are honest, competent and trustworthy but shall not be liable to the Client for any loss or damage arising from or in connection with any lack of honesty, competence or trustworthiness in the Temporary Workers. References and identification papers are requested upon registration.
- (d) The Client shall not be responsible for any insurance contributions, tax or payments for holidays in respect of the Temporary Workers unless otherwise agreed.
- 03 (a) For the purposes of this provision "rates of charge" means all chargeable items including travelling rates and expenses and subsistence allowances (if any) in addition to working rates.
- (b) In respect of each Temporary Worker the minimum hire period shall, unless otherwise agreed in writing, be 8 hours per day for each working day on which the worker reports to site in accordance with instructions received from the Client and shall commence when the worker so reports.
- (c) The minimum hire charge of 8 hours at the agreed rate payable by the Client for each Temporary Worker shall be the charge payable in respect of the minimum hire period and this provision shall apply notwithstanding that the Client dispenses with the services of such worker in accordance with the provision of these conditions or otherwise.
- (d) In the event that Temporary Workers reports to site in accordance with instructions from the Client and work is not provided for them, the minimum hire of 8 hours will be charged together with travelling rates and expenses and subsistence allowance where applicable will be paid by the Client in respect of such workers.
- (e) Notwithstanding that rates of charge are agreed at the time of the Contract, CFM&S shall be entitled to increase such rates at any time upon giving the Client 7 days notice and thereafter such increased rates shall be payable by the Client in place of the rates originally agreed.
- (f) Unless otherwise agreed any weekly subsistence allowance shall be deemed to cover a 7 day working week and in the event that any Temporary Worker is not available for work for 7 days in any week shall be reduced accordingly.
- 04 (a) The Client shall at the end of each week (commencing on Saturday) of the hire period complete and sign a CFM&S timesheet for each Temporary Worker and any employee of the Client who signs the time sheet shall be deemed to be duly authorised to do so.
- (b) Unless otherwise agreed in writing payment shall be made by the Client within 30 days after each invoice is rendered to him. No discount, concession or other favourable term offered by CFM&S shall constitute a waiver of this obligation. No deductions i.e. ITB levies etc. are to be made from CFM&S invoices. Failure to pay will result in a surcharge of 8% per week each week the account is outstanding. Failure by the Client to ensure payment of all invoices rendered by the time stated will also be classed as a breach of these conditions and could result in the withdrawal of the temporary worker instantly without notice. CFM&S will not be liable in any way whatsoever for any loss or damage sustained by the Clients or any other persons through withdrawal of the temporary worker. It is the Client's responsibility to ensure that he receives an invoice for each Temporary Worker engaged. Failure to receive an invoice shall not absolve the Client from meeting his due commitments relating to the Temporary Workers and settling those said commitments within the normal period required as set out within the terms and conditions herein.
- 05 (a) FM&S will use all reasonable endeavours to ensure that all Temporary Workers attend for work at the Clients site on the dates and at the times required by the client. CFM&S recommend a minimum of 2 members of staff at each location. Following this recommendation CFM&S shall under no circumstances be held liable by the Client for any loss or damage arising because of or in connection with any Temporary Workers failing to attend their place of work.
- 06 (a) In the event that a Temporary Worker fails to attend site as required or to carry out the work required with reasonable competence or if for any good and valid reason the Client is dissatisfied with the performance of such worker the client may dispense with his services without prior

notice. In that event CFM&S shall be entitled to replace such a Worker but unless it offers so to do the provisions of paragraph 13 (c) hereof shall not apply in respect of such Temporary Worker.

(b) Subject to sub-paragraph (a) hereof and to any prior agreement in writing the client shall not dispense with the services of all or any members of Temporary Workers without giving to CFM&S 72 hours notice in writing if the Temporary Worker has been providing services to the client for less than 5 working days, one week's notice is required for services provided between 1 and 13 weeks and 4 week's notice in writing for 13 + weeks, in default of such notice unless during any actual period of notice such Temporary worker (s) work for 8 hours or more the client shall make payment to CFM&S as if due notice had been given and during the periods thereof the Temporary Worker (s) had worked for 8 hours/day.

(c) In the event that a Client should cancel a campaign before the commencement date, CFM&S require 48 hours notice in writing if the Temporary Workers' services have been engaged. In such cases, the agreed management fee will be incurred by the Client. In default of such notice the client shall make full payment to CFM&S

07 CFM&S shall throughout the hire period maintain a policy or policies of insurance with an insurance company or companies of repute covering its obligations to the client and shall produce such a policy or policies for inspection by the client when so requested.

08 Should CFM&S be delayed in or prevented from supplying Temporary Workers in accordance with the contract due to war, governmental or parliamentary restrictions, trade disputes, shortages of suitable personnel, Act of God, or due to any other cause whatsoever beyond its reasonable control, CFM&S shall be at liberty to cancel the Contract without incurring any liability for any loss or damage arising there from.

09 Where the Temporary Worker is a driver the following additional conditions will apply.

(a) As far as reasonably possible references of the driver will be checked. Whilst appropriate driving licenses and driving permits will be examined by CFM&S the Client must satisfy himself that all licenses and other documentation appertaining to a driver are in order before permitting a driver to take charge of a vehicle.

(b) CFM&S is responsible for ensuring that Drivers comply with all provisions of the Transport Act 1968 and all other Road Transport and Road Traffic Legislation and it is CFM&S responsibility to take proper steps in relation to the insurance, maintenance and safety of the vehicles and legality of documents and affect all other necessary liability insurances.

CFM&S accepts that as employer of the Driver they have sole responsibility and control over the driver's journeys; hours of work and all statutory duties in respect of driving licenses and where appropriate tachographs.

(c) CFM&S takes pride in its careful selection of Drivers introduced to Clients having regard to the nature of the duties to be performed and the vehicles they are required to drive and every effort is made by CFM&S to maintain a high standard of integrity and reliability amongst drivers introduced to Clients. However CFM&S ensures references are obtained in every case. CFM&S can accept no liability of any kind whether in contract or tort for any other loss (including without prejudice to the generality of the foregoing loss of profits) or for any injury to persons or facility arising directly from any dishonesty or lack of skill on the part of the driver.

10 The Client, when the Campaign is completed, shall complete the Client Satisfaction Questionnaire and return it to CFM&S.

11 Applicable Law – The contract with CFM&S shall in all respects be governed by and construed in accordance with English Law and the Client hereby submits to the non-exclusive jurisdiction of the English Courts.

#### **FOR THE INTRODUCTION OF PERMANENT STAFF**

12 These Terms and Conditions of Business are between CFM&S and/or any associated or subsidiary company and the Employer Client hereafter called the "Client", and are deemed to be accepted by the Client by virtue of an interview or the engagement (which term includes employment or use, whether under a contract of service or for services) of an applicant Introduced by CFM&S.

13 All business conducted by CFM&S in connection with the interview or the engagement of proposed permanent staff is transacted subject to these Conditions and the Conditions stated on this form shall prevail in the event of conflict with any other alleged condition, unless a Director of CFM&S agrees to the contrary in writing.

14 The Client agrees:

(a) To notify CFM&S immediately an engagement is accepted, and or request the option of an extended hire period.

(b) To pay the fee of CFM&S immediately after the commencement of the engagement.

(c) The Client will pay CFM&S any candidate and consultant interview expenses incurred in full at net cost.

(d) Where CFM&S provide a complete advertising service to the Client, all block and production charges incurred by CFM&S are payable by the Client. Cancellation of an advertisement will be accepted by CFM&S provided that the Client gives sufficient notice to CFM&S to enable them to cancel the advertisement before being processed by the media and thus ensure that no cancellation fee is payable. However, the Client remains responsible for any costs incurred. Advertising costs are payable by the Client immediately on approval of the media schedule.

15 The fee payable to CFM&S by the Client for the introduction of an applicant is calculated as a percentage of the first year's annual remuneration including bonus, premium payments etc., but excluding the monetary benefits of a Company Car.

Percentage of the first year's annual remuneration:

Up to £5,999 per annum 8 1/2% £6,000 - £11,999 per annum 10% £12,000 + per annum 12 1/2%

16 Guarantee

In the event of an employee leaving the Client's employment within 13 weeks of commencement the placement fee will be refunded in the same proportion as the unworked period has to 13 weeks provided that CFM&S

is notified by the Client in writing within 7 days of termination of employment and provided that the Client has paid CFM&S's fee within 30 days of the date of invoice. Should the Client or any subsidiary or associate company of the Client subsequently re-engage the applicant within the period of 6 calendar months from the date of termination a full fee in accordance with paragraph 4 above becomes payable. For the avoidance of doubt CFM&S will always in the first instance be afforded the opportunity to provide a replacement. Only if they are unable to provide a replacement will a refund be applicable.

- 17 Introductions are confidential. The passing on of an introduction to anyone else which results in an engagement renders the Client liable to payment of CFM&S fee as set out in paragraph 4.
- 18 Full fees will be charged for an employee engaged as a consequence of, or resulting from, an application to CFM&S even though the introduction is made indirectly.
- 19 CFM&S endeavours to make every reasonable effort to ensure the suitability of applicants selected on behalf of Clients but does not personally establish references and cannot accept responsibility for any loss' expense, damage or delay, however occasioned the Client is responsible for taking up references, concerning an applicant's skills, qualifications and general integrity, obtaining work permits and satisfying any medical requirements or qualifications as are required by law.
- 20 Alterations to these terms of business can only be accepted if confirmed in writing by a Director of CFM&S.
- 21 Applicable law- The contract with CFM&S shall in all respects be governed by and construed in accordance with English Law and the Client hereby submits to the non-exclusive jurisdiction of the English Court.