

CONTRACT FOR THE SUPPLY OF TEMPORARY STAFF SERVICES

1. DEFINITIONS

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

“Assignment”	means the period during which the Temporary Worker is supplied by the Employment Business to render services to the Client;
“AWR”	means the Agency Worker Regulations 2010;
“Client”	means the Hirer, to whom an Agency Worker is introduced. For the avoidance of doubt, the Hirer shall also include any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Agency Worker is Introduced
“Charges”	means the hourly charges payable by the Client to the Employment Business pursuant to clause 3, being given to the Client at the time of instruction. These will be liable to VAT at the standard rate;
“The Employment Business”	means Property Management Recruitment Ltd of 50 Eastcastle Street, London, W1W 8EA;
“Engages/Engaged/Engagement”	means the engagement, employment or use of the Temporary Worker directly by the Client or any third party 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 Temporary Worker is an officer or employee.
“Introduction”	means (i) the Client’s interview of a Temporary Worker in person or by telephone, following the Client’s instruction to the Employment Business to supply a Temporary Worker; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Temporary Worker; and which leads to an Engagement of that Temporary Worker;
“Other Qualifying Payments”:	means any remuneration payable to the Temporary Worker (other than their basic Hourly Rate), which is not excluded by virtue of regulation 6 of the AWR such as any overtime, shift premium, commission or any bonus, incentive or rewards which are directly attributable to the amount or quality of work done by a Temporary Worker and are not linked to a financial participation scheme (as defined by the AWR);
“Qualifying Period”:	means the 12-week qualifying period as defined in regulation 7 of the AWR , subject to regulations 8 and 9 of the AWR;
“Qualifying Temporary Worker”:	means any Temporary Worker who at the relevant time is entitled to the rights conferred by regulation 5 of the AWR and in particular has been provided to the Client (whether by the Employment Business or any third party) for the Qualifying Period and in respect of whom the Employment Business has complied with its obligations under Clause 2 (Employment Business's obligations);
“Relevant Period”	means whichever ends the later of (a) the period of 8 weeks commencing on the day after the <u>last</u> day on which the Temporary Worker worked for the Client having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the <u>first</u> day on which the Temporary Worker worked for the Client having been supplied by the Employment Business; or (c) 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous 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 Temporary Worker for

services rendered to or on behalf of the Client or any third party. Where a company car is provided, a notional amount of £4,000 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 who is deemed to be an agency worker for the purposes of regulation 3 of the AWR;

“Transfer Fee”

means the fee payable in accordance with Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 being 15% of the Remuneration payable to the Temporary Worker during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the Charges multiplied by 300.

2. Unless the context otherwise requires, references to the singular include the plural.
3. The headings contained in these Terms are for convenience only and do not affect their interpretation.

2. THE CONTRACT

1. These Terms constitute the contract between the Employment Business and the Client for the supply of the Temporary Worker'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 the passing of any information about the Temporary Worker to any third party following an Introduction. Where, in respect of the Client, these Terms are being entered into by a company as agent (“Agent”) for and on behalf of a third party company (“Principal”), the Agent (i) confirms that it has the requisite power and authority to enter into and perform the obligations under these Terms on behalf of the Principal and (ii) acknowledges that if it acts outside of its authority as agent for the Principal and/or the Principal does not pay any of the fees due and payable under these Terms, the Agent shall have the primary obligation to pay the fees due to the Employment Business.
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.
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 Charges of the Employment Business in respect of any Assignment. The Charges are calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour).
- 3.2 The Charges are invoiced to the Client on a weekly basis and are payable within 14 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 the Bank of England 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.
- 3.4 Hourly Rates shall be doubled for all UK public holidays, including all overnight bookings that fall on the 24th, 26th & 31st December, in addition to Easter Sunday.
- 3.5 The Client agrees to pay for taxis to and from work for all public holidays when no public transport or alternative means is available. Receipts will be provided when invoiced.
- 3.6 The Client agrees to pay for the full shift hours (including lunch breaks) worked by the temporary worker unless previously agreed beforehand.
- 3.7 The Client agrees to pay an additional £2.50 per hour + VAT on top of the standard Hourly Rate, for all out of hours emergency calls within 2 hours of a shift starting, or for requests made between 23.00 – 06.00.

4. INFORMATION TO BE PROVIDED

4.1 When making an Introduction of a Temporary Worker to the Client the Employment Business shall inform the Client of the identity of the Temporary Worker; that the Temporary Worker 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 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 is being Introduced for an Assignment in the same position as one in which the Temporary Worker had previously been supplied within the previous five business days and such information has already been given to the Client, unless the Client requests that the information be resubmitted.

4.3 Before a Temporary Worker starts an Assignment, the Employment Business shall notify the Client if either:

- (a) the Temporary Worker is a Qualifying Temporary Worker in relation to the Assignment; or
- (b) the Temporary Worker will become a Qualifying Temporary Worker during the course of the Assignment, and

the Employment Business shall advise the Client of the applicable Charges, including any Other Qualifying Payments which may be payable.

4.4 Each Party shall comply with their legal obligations under the AWR. If either party receives an allegation that there has been a breach of the AWR in relation to the supply of a Temporary Worker to the Client by the Employment Business (whether that allegation has been made as a request for information under regulation 16 of the AWR 2010 or otherwise), it shall provide a copy of that allegation to the other party within seven days of receipt. The parties shall co-operate with each other in responding to that allegation, which shall include supplying any information which may be reasonably requested by the other party and complying with any reasonable requests in relation to the contents of any response.

4.5 In order to ensure compliance with the AWR, the Employment Business will within seven days of receiving a written request from the Client provide it with details of:

- (a) the number of Temporary Workers that it is currently supplying to the Client;
- (b) the parts of the Client's undertaking in which those Temporary Workers are working; and
- (c) the type of work those Temporary Workers are carrying out,

together with any other information which the Client may reasonably request in relation to any payments made by the Employment Business, its subcontractors or any other intermediaries to any Temporary Workers.

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 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 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. 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. In cases of unsuitable work the Client should apply the provisions of clause 10.1 below.

6. PAYMENT OF THE TEMPORARY WORKER

6.1 The Employment Business assumes responsibility for paying the Temporary Worker 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 FEES

7.1 The Client shall be liable to pay a Transfer Fee if the Client directly or indirectly (i) Engages a Temporary Worker Introduced by the Employment Business other than via the Employment Business; or (ii) introduces the Temporary Worker to a third party and such introduction results in an Engagement of the Temporary Worker by the third party other than via the Employment Business and:

7.1.1. where the Temporary Worker has been supplied by the Employment Business, such Engagement takes place during the Assignment or within the Relevant Period; or

7.1.2 where the Temporary Worker has not been supplied by the Employment Business, such Engagement takes place within 6 months from the date of the Introduction to the Client.

7.2 No Transfer Fee shall be payable if the Client as applicable gives to the Employment Business one week's written notice that it wishes to continue the hire of the Temporary Worker for the Period of Extended Hire before it Engages the Temporary Worker other than through the Employment Business. The "**Period of Extended Hire**," referred to in this clause 7, shall be 13 weeks.

7.3 During such Period of Extended Hire the Employment Business shall supply the Temporary Worker on the same terms on which the Temporary Worker has or would have been supplied during the Assignment and in any case on terms no less favourable than those terms which applied immediately before the Employment Business received the notice in clause 7.2 and the Client shall continue to pay the Charges. If the Employment Business is unable to supply the Temporary Worker for any reason outside its control for the whole or any part of the Period of Extended Hire; or the Client does not wish to hire the Temporary Worker on the same terms as the Assignment; but the Temporary Worker is Engaged by the Client, the Client shall pay the Transfer Fee, reduced pro-rata to reflect any Charges paid by the Client during any part of the Period of Extended Hire worked by the Temporary Worker before being Engaged by the Client. If the Client fails to give notice of its intention to Engage the Temporary Worker other than via the Employment Business before such Engagement commences, the parties agree that the Transfer Fee shall be due in full.

7.4 Where prior to the commencement of the Client's Engagement other than via the Employment Business, the Employment Business and the Client agree that such Engagement will be on the basis of a fixed term of less than 12 months, the Employment Business may, in its absolute discretion, reduce the Transfer Fee on pro-rata basis. Such reduction is subject to the Client Engaging the Temporary Worker for the agreed fixed term. Should the Client extend the Temporary Worker's Engagement or re-Engage the Temporary Worker within 12 months from the commencement of the initial Engagement the Employment Business reserves the right to recover the balance of the unadjusted Transfer Fee.

7.5 The Employment Business will not refund the Transfer Fee in the event that the Engagement of the Temporary Worker other than via the Employment Business by the Client or by a third party to which the Client introduces the Temporary Worker terminates or terminates before the end of the fixed term referred to in clause 7.4.

7.6 Any applicable VAT is payable by the Client in addition to any Transfer 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 Temporary Workers 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 Temporary Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker. 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. 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 or omissions of the Temporary Worker, whether wilful, negligent or otherwise as though the Temporary Worker 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 Temporary Worker 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 and about any requirements imposed by law or by any professional body, which must be satisfied if the Temporary Worker 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 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 for the Temporary Worker to fill the Assignment.

8.5 The Client undertakes not to request the supply of a Temporary Worker to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed someone who has been transferred by the Client to perform the duties of the person on strike or taking official industrial action.

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

9. SPECIAL SITUATIONS

9.1 Where the Temporary Worker 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 to the Client:

- Copies of any relevant qualifications or authorisations of the Temporary Worker, and
- Two references from persons not related to the Temporary Worker 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 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 sufficiently to ensure the Client's satisfaction with the Temporary Worker's standards of workmanship. If the Client reasonably considers that the services of the Temporary Worker are unsatisfactory, the Client may terminate the Assignment either by instructing the Temporary Worker to leave the Assignment immediately, or by directing the Employment Business to remove the Temporary Worker. The Employment Business may, in such circumstances, reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates: -

- a) Within four hours of the Temporary Worker 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 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 or the Temporary Worker 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 fails to attend work or notifies the Client that the Temporary Worker 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 supplied to the Client is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith by notice in writing without prior notice and without liability.

11. LAW

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

CLIENT TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT STAFF

1. DEFINITIONS

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

“Applicant”	means the person introduced by the Employment Business to the Client for an Engagement including any officer or employee of the Applicant if the Applicant is a limited company and members of the Employment Business’s own staff;
“Client”	means the entity to whom a Candidate is introduced by the Agency, which shall also include any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Candidate is Introduced;
“Employment Business”	means Property Management Recruitment Ltd of 50 Eastcastle Street, London, W1W 8EA;
“Engagement”	means the engagement, employment or use of the Applicant by the Client or any third party on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the Applicant is an officer or employee;
“Engagement Fee”	means a fee based on a percentage of the total Remuneration, set out in the Fee Schedule below, this shall then be liable to VAT at the prevailing rate;
“Introduction”	means (i) the Client’s interview of an Applicant in person or by telephone, following the Client’s instruction to the Employment Business to search for an Applicant; or (ii) the passing to the Client of a curriculum vitæ or information which identifies the Applicant; and which leads to an Engagement of that Applicant;
“Remuneration”	includes the first 12 months’ annual 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 Applicant for services rendered to or on behalf of the Client. Where the Client provides a company car, a notional amount of £4,000 will be added to the salary in order to calculate the Employment Business’s fee.

1.2. Unless the context requires otherwise, 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. These Terms constitute the contract between the Employment Business 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 following an Introduction. Where, in respect of the Client, these Terms are being entered into by a company as agent (“Agent”) for and on behalf of a third party company (“Principal”), the Agent (i) confirms that it has the requisite power and authority to enter into and perform the obligations under these Terms on behalf of the Principal and (ii) acknowledges that if it acts outside of its authority as agent for the Principal and/or the Principal does not pay any of the fees due and payable under these Terms, the Agent shall have the primary obligation to pay the fees due to the Employment Business.

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 of Business prevail over any other 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. NOTIFICATION AND FEES

3.1. The Client agrees:

- a) To notify the Employment Business immediately of any offer of an Engagement which it makes to the Applicant;
- b) To notify the Employment Business immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Employment Business; and
- c) To pay the Employment Business's fee within 14 days of the date of invoice.

3.2. Except in the circumstances set out in clause 5.1 below, no fee shall be paid by the Client until Applicant accepts the offer of the Engagement whether such an offer shall be conditional or not, when the Employment Business will render an invoice to the Client for its fees.

3.3 The Employment Business reserves the right to charge interest on invoiced amounts unpaid for more than 30 days at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

3.4 In relation to Applicants who are Engaged, the Client shall pay to the Employment Business the Engagement Fee.

3.5 In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 3.4 will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 3 calendar months from the date of 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 the sooner.

3.6 If the Client subsequently engages or re-engages the Applicant within the period of 6 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 3.4 above becomes payable.

4. REFUNDS

4.1. In order to qualify for the following refund, the Client must pay the Employment Business's fee within 14 days of the date of invoice and must notify the Employment Business in writing of the termination of the Engagement within 7 days of its termination.

4.2. If the Engagement terminates before the expiry of 12 weeks from the commencement of the Engagement (except where the Applicant is made redundant) a refund of 100% will be allowed.

4.3. In circumstances where clause 3.6 applies the full fee stated in clause 3.4 is payable and there shall be no entitlement to a refund.

5. CANCELLATION FEE

5.1 If, after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Employment Business a minimum fee of 10% of the Remuneration originally offered.

6. INTRODUCTIONS

6.1. Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Employment Business which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Employment Business's fee as set out in clause 3.4 with no entitlement to any refund.

6.2. The Engagement Fee will be charged in relation to any Applicant engaged as a consequence of or resulting from an Introduction by or through the Employment Business, whether direct or indirect, within 6 months from the date of the Employment Business's Introduction.

6.3. Where the amount of the actual Remuneration is not known the Employment Business will charge a fee calculated in accordance with clause 3.4 on the minimum level of remuneration applicable for the position in which the Applicant has

been engaged with regard to any information supplied to the Employment Business by the Client and/or comparable positions in the market generally for such positions.

7. SUITABILITY AND REFERENCES

- 7.1. The Employment Business 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 authorisation 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.
- 7.2. At the same time as proposing an Applicant to the Client the Employment Business shall inform the Client of such matters in clause 7.1 as they have obtained confirmation of. 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 Applicant is being proposed for a position which is the same as one in which the Applicant has worked within the previous five business days and such information has already been given to the Client.
- 7.3. The Employment Business endeavours to take all such steps as are reasonably practicable 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.
- 7.4. The Employment Business endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Applicant for the Applicant to work in the position which the Client seeks to fill.
- 7.5. Notwithstanding clauses 7.1, 7.2, 7.3 and 7.4 above the Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant to it or the Employment Business before engaging such Applicant. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.
- 7.6. To enable the Employment Business to comply with its obligations under clauses 7.1, 7.2, 7.3 and 7.4 above the Client undertakes to provide to the Employment Business details of the position which the Client seeks to fill, including the type of work that the Applicant would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Applicant to possess in order to work in the position; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition the Client shall provide details of the date the Client requires the Applicant to commence, the duration or likely 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 that the Applicant would be entitled to give and receive to terminate the employment with the Client.

8. SPECIAL SITUATIONS

- 8.1 Where the Applicant is required by law, or any professional body to have any qualifications or authorisations to work in the position which the Client seeks to fill; or the work 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 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 practicable steps to confirm that the Applicant is suitable for the position. 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.

9. LIABILITY

- 9.1 The Employment Business 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 the Employment Business 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 Employment Business to introduce any Applicant. For

the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.

10. LAW

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

Fee Schedule

Total Remuneration	Fee
£0-39,999	15%
£40-79,999	17.5%
£80,000+	20%