

TERMS AND CONDITIONS OF BUSINESS FOR THE SUPPLY OF TEMPORARY/CONTRACT STAFF

In these terms and conditions of business the following words shall have the following meanings: –

The “Employment Business” shall mean Visper Technical Ltd and will be referred to hereafter as “Employment Business” and act as an Employment Business as defined in the Conduct of Employment Agencies and Employment Business Regulations 2003.

The “Hirer” shall mean the client, company, firm, person or persons utilising the services of the Employment Business or any subsidiary or associated company of the Hirer.

The “Work Seeker” shall mean the Work Seeker introduced by the Employment Business to the Hirer for temporary assignment.

“Employment” shall mean the services, which the Work Seeker has agreed with the concurrence of the Employment Business to give to the Hirer.

Throughout these terms “Contract” staff will have the same meaning as and be referred to as “Work Seeker”.

The “Assignment” shall mean the period during which the Work Seeker is supplied to render services to the Hirer.

The “Terms” shall mean these Terms and Conditions of Business.

“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.

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

“Introduction Fee” means the fee payable in accordance with Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

“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.

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The Contract will be on these Terms to the exclusion of all other terms and conditions (including any terms and conditions which the Hirer purports to apply under any purchase order, confirmation of order, specification or otherwise). The employment of a Work Seeker introduced by the Employment Business will be deemed as acceptance by the Hirer of these terms and conditions of business.

No change or variation of these conditions shall be binding unless previously agreed in writing by the Employment Business.

Charges are made on an hourly basis in accordance with our current scale of fees, the rate varying with the calibre and type of staff required. At the end of each week of the Assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of the week) the Hirer shall sign the Employment Business’s time sheet verifying the number of hours worked by the Work Seeker that week. Signature of the time sheet by the Hirer indicates satisfaction with the Employment provided by the Work Seeker and confirmation of the number of hours worked. Failure to sign the time sheet does not absolve the Hirer’s obligation to pay the charges in respect of the hours worked.

The Employment Business shall have the right to make a minimum charge equivalent to 8 hours at the hourly rate previously agreed with the Hirer where employment of less than eight hours duration is required.

If any Work Seeker proves unable to provide the Employment required by the Hirer and the Employment Business is informed thereof within the first 4 hours of the Assignment no charge will be made for that Work Seeker.

It is the Employment Business’s responsibility to undertake the remuneration of the Work Seeker and deduction and payment of National Insurance and PAYE.

Transfer fees where a worker has been supplied

7.1.1 In the event of the Engagement by the Client of a Temporary Worker supplied by the Employment Business either (1) directly or (2) pursuant to being supplied by another employment business, during the Assignment or within whichever is the longer of either.

i) 14 weeks from the start of the first Assignment (each new Assignment where there has been a break of more than 42 days (6 weeks) since the end of a previous Assignment shall also be considered to be the 'first Assignment' for these purposes); or

ii) 8 weeks from the day after the last day the Temporary Worker worked on the Assignment. The Client shall be liable, to either an extended period of hire or a Transfer Fee the length or amount of which is to be agreed between the Employment Business and the Client.

7.1.2 The Client must give the Employment Business 7 days' written notice in advance of the Engagement if the Client elects to take the worker for the period of extended hire.

7.1.3 If the client does not give such notice before the Temporary Worker is engaged the parties agree that the Transfer Fee shall be due.

7.1.4 If the parties do not agree a period of extended hire or a Transfer Fee in accordance with then the following shall be deemed to have been agreed:

i) The length of the extended period of hire shall be 8 weeks during which the Client shall pay the current hourly charge agreed pursuant to clause 3 for each hour the Temporary Worker is so employed or supplied or

ii) The amount of the transfer fee shall be calculated as follows: an amount as may be agreed with the client or where no agreement is reached: 15% of the remuneration applicable during the first 12 months of the engagement. No refund of the transfer fee will be paid in the event that the engagement subsequently terminates.

7.2 Transfer fees where there has been introduction to and engagement by a third party.

7.2.1 In the event that the Temporary Worker supplied to a Client is introduced by the Client to a third party which results in the Engagement of the Temporary Worker by the third party during the Assignment or within whichever is the longer of either

14 weeks from the start of the first Assignment (each new Assignment where there has been a break of more than 42 days (6 weeks) since the end of a previous Assignment shall also be considered to be the 'first Assignment' for these purposes); or

b 8 weeks from the day after the last day the Temporary Worker worked on the Assignment

The Client shall be liable, to pay a Transfer Fee the amount of which is to be agreed between the Employment Business and the Client.

7.2.2 If the parties do not agree a Transfer Fee in accordance with 7.2.1 then the Client will be liable to pay a Transfer Fee calculated in accordance with clause 7.1.4 (b) above.

The Employment Business will submit invoices weekly and such invoices are payable within 7 days of the date of invoice ("Due Date") which will include VAT at the appropriate rate.

The Employment Business shall be entitled to charge interest on any accounts which remain outstanding at the rate of 8% above Bank of England base rate of the original amount or, if higher, at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 from time to time, until judgement or earlier payment.

Work Seekers are engaged by the Employment Business under contracts for services. They shall be under the Hirer's supervision, direction and control from the time they report to take up duties and for the duration of the Assignment. The Hirer agrees with the Employment Business to be responsible for all acts, errors or omissions of the Work Seeker whether wilful, negligent or otherwise as though he was on the payroll of the Hirer. The Hirer will comply in all respects with all statutes bylaws, codes of practice and legal requirements to which the Hirer is ordinarily subject in respect of the Hirer's own staff including, in particular, the provision of adequate employers and public liability insurance cover for the Work Seeker during all Assignments. The Hirer shall also advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Work Seeker. The Hirer will assist the Employment Business in complying with the Employment Business's duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Employment Business and the Hirer will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. Where the Hirer requires or may require the services of a Work Seeker for more than 48 hours in any week the Hirer must notify the Employment Business of this requirement before the commencement of that week.

The Hirer shall indemnify the Employment Business against all costs (including legal costs) liabilities, claims, demands and liability arising out of: -

10.1 The engagement of any Work Seeker by the Hirer from time to time;

10.2 Any non-compliance by the Hirer of its obligations in clause 9 in relation to any Work Seeker supplied by the Employment Business from time to time;



10.3 Any breach by the Hirer of its obligations pursuant to these Terms and which the Employment Business may suffer or incur as a result of the Employment Business supplying to the Hirer a Work Seeker from time to time.

Whilst every effort is made by the Employment Business to satisfy the Hirer by ensuring reasonable standard of skills, integrity and reliability from Work Seekers and further to provide them in accordance with the Hirer's booking details, except as provided by law and excepting fraudulent misrepresentations the Employment Business is not liable under any circumstances pursuant to contract, negligence, breach of statutory duty or otherwise for any costs (including legal costs) damages, liabilities, loss, expense, damage or delay arising from including any failure to provide any Work Seeker for all or part of the period of booking; or from the negligence, dishonesty, misconduct or lack of skill of the Work Seeker; or from the provision by the Employment Business of a Work Seeker.

The Hirer undertakes to supervise the Work Seeker sufficiently to ensure the Hirer's satisfaction with the Work Seeker's standards of workmanship.

The Hirer shall notify the Employment Business immediately and without delay and in any event within 24 hours if the Work Seeker fails to attend work or notifies the Hirer that he is unable to attend work for any reason.

These terms constitute the whole agreement between the parties and no representations made by employees of the Employment Business can vary this Agreement.

These Terms shall be governed by and construed in accordance with the laws of England and Wales.