

**CLIENT TERMS OF BUSINESS
FOR THE INTRODUCTION OF PERMANENT OR CONTRACTED STAFF TO BE DIRECTLY EMPLOYED
BY THE CLIENT.**

1 Definitions

1.1 In these Terms of Business the following definitions apply:

‘**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 members 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 which the Applicant is introduced.

‘**Agency**’ means **Active Technical Resources Ltd of “The Technopole, Kingston Crescent, Portsmouth, Hants PO2 8FA”**

‘**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 a 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 (i) the client’s interview of an Applicant in person or by telephone, following the Client’s instructions to the Agency to search for an Applicant; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Applicant and which leads to a Engagement of that Applicant.

‘**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 Applicant for services rendered to or on behalf of the Client. Where the Client provides a company car, a notional amount of £5,000 will be added to the salary in order to calculate the Agency’s fee.

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

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

2 The Contract

2.1 These Terms constitute the contract 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 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 Agency, 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 Agency 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:

(i) To notify the Agency immediately of any offer of an Engagement which it makes to the Applicant.

(ii) to notify the Agency immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Agency; and

(iii) to pay the Agency’s fee within 14 days of the date of invoice. Payment of invoices outside of these terms will be subject to the remedies contained within the provisions of the Late Payment of Commercial Debts (Interest) Act 1998.

3.2 No fee is incurred by the Client until the Applicant commences the Engagement when the Agency will render an invoice to the Client for its fees.

3.3 The fee payable to the Agency by the Client for an introduction resulting in an Engagement is an amount based on a percentage of the Remuneration applicable during the first 12 months of the Engagement as follows;

Fee 20% of the Remuneration up to £24,999 p.a.

Fee 25% of the Remuneration from £25,000 p.a.

VAT will be charged on the fee if applicable.

3.4 If the engagement is terminated and the Client subsequently engages or re-engages the Applicant with the period of a 6 calendar months from the date of the termination of the Engagement, a full fee calculated in accordance with clause 3.3 above becomes payable.

4 Refunds

4.1 In order to qualify for the following refund, the Client must pay the Agency’s fee within 14 days of the date of invoice and must notify the Agency 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) the fee will be refunded in accordance with the following scale of Refund:

Termination in Weeks 1 to 4 - Refund 75% of total fee.

Weeks 5 to 8 - Refund 50% of total fee.

Weeks 9 to 12 - Refund 25% of total fee.

4.3 In circumstances where clause 3.4 applies the full fee stated in clause 3.3 is payable.

5 Introductions

5.1 Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Agency which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Agency's fee as set out in clause 3.3 with no entitlement to any refund.

5.2 An introduction fee calculated in accordance with clause 3.3 will be charged in relation to any Applicant engaged as a consequence of or resulting from an Introduction by or through the Agency, whether direct or indirect, within 6 months from the date of the Agency's Introduction.

5.3 Where the amount of the actual Remuneration is not known the Agency will charge a fee calculated in accordance with clause 3.3 on the minimum level Remuneration applicable for the position in which the Applicant has been engaged with regard to any information supplied to the Agency by the Client and/or comparable positions in the market generally for such positions.

6 Suitability and References

6.1 The Agency endeavors 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.

6.2 At the same time as proposing an Applicant to the Client the Agency shall inform the Client of such matters in clause 6.1 as they have obtained information 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 has worked within the previous five business days and such information has already been given to the Client.

6.3 The Agency endeavors 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 a position which the Client seeks to fill.

6.4 The Agency endeavors 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.

6.5 Notwithstanding clauses 6.1, 6.2, 6.3 and 6.4 above the Client shall satisfy itself as the suitability of the Applicant and the Client shall take up any references provided by the Applicant to it or the Agency before engaging 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.

6.6 To enable the Agency to comply with its obligations under clauses 6.1, 6.2, 6.3 and 6.4 above the Client undertakes to provide to the Agency 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, qualification 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 require 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.

7 Special Situations

7.1 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 Agency 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 Agency 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.

8 Liability

8.1 The Agency 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 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. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own

negligence.

9 Advertising

9.1 The Agency has the authority to advertise Client vacancies that have been registered with them from time to time unless otherwise instructed.

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.

**CLIENT TERMS OF BUSINESS
FOR THE SUPPLY OF TEMPORARY STAFF SERVICES**

(For use when supplying Temporary Workers paid by the Employment Business subject to deductions for PAYE and NI Contributions)

1 Definitions

1.1 In these Terms of Business the following definitions apply;

“Assignment” means the period during which the Temporary worker is supplied 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 is supplied or introduced.

“The Employment Business” means Active Technical Recourses Ltd of The Technopole, Kingston Crescent, Portsmouth PO2 8FA

“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, licence, franchise or partnership arrangement; or any other engagement; directly or through a limited company of which the Temporary Worker is an officer or employee.

“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 below and regulation 10 of the Conduct of Employment Agencies and Employment Business Regulations 2003.

“Introduction Fee” means the fee payable in accordance with clause 7.2 below and Regulation 10 of the Conduct of Employment Agencies and Employment Business 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 by 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 for services rendered to or on behalf of the Client or any third party. Where a company car is provided, a notional amount of £5,000 will be added to the salary in order to calculate the Employment Business’ fee.

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

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.

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 such hourly charges of the Employment Business as shall be notified to and agreed with the Client. The hourly charges are calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour) and comprise mainly the Temporary Worker’s pay but also include the Employment Business’ commission calculated as a percentage of the Temporary Worker’s pay, employer’s National Insurance contributions 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 on the entirety of these

charges.

- 3.2 These charges will be subject to an annual increase on January 1st each year and other statutory increases that may occur. Any increase will be advised in writing prior to implementation.
- 3.3 The charges are invoiced to the Client on a weekly basis and are payable within 14 days. Payment of invoices outside of these terms will be subject to the remedies contained within the provisions of the Late Payment of Commercial Debts (Interest) Act 1998.
- 3.4 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 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 on 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 request that the information be resubmitted.

5 Timesheets

- 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' timesheet verifying the number of hours worked by the Temporary Worker during that week.
- 5.2 Signature of the timesheet by the Client is confirmation of the number of hours worked. If the Client is unable to sign a timesheet 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 reasonable 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 a 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 and Introduction Fees

- 7.1 Where there has been a supply

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, within either The duration of the Assignment; or
14 weeks from the start of the first Assignment (the first Assignment being each new assignment where there has been a break of more than 42 days (6 weeks) since the end of the previous Assignment); or
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 of whether it has elected to take the period of extended hire or to pay the Transfer Fee.

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 7.1.1 then

(a) The length of the extended period of hire shall be 13 weeks during which the Client shall pay the current hourly charge agreed pursuant to clause 3.1 for each hour the Temporary Worker is so employed or supplied or

(b) The amount of the Transfer Fee shall be calculated as follows: 20% 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 agreed pursuant to clause 3.1 multiplied by 300. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition

to a fee due.

However, where the Client does not give such notice before the Temporary Worker is Engaged the parties agree that the Transfer Fee shall be due.

7.2 Where there has been an introduction but no supply

7.2.1 In the event that there is an Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by the Employment Business to the Client, but which leads to an Engagement by the Client of the Temporary Worker by the Client either (1) directly or (2) pursuant to being supplied by another employment business within 6 months of the date of the Introduction the Client shall be liable, to either an extended period of hire or an Introduction fee the length or amount of which is to be agreed between the Employment Business and Client.

7.2.2 The Client must give the Employment Business 7 days' written notice in advance of the Engagement of whether it has elected to take the period of extended hire or to pay the Introduction Fee.

7.2.3 If the Client does not give such notice before the Temporary Worker is Engaged the parties agree that the Introduction Fee shall be due.

7.2.4 If the parties do not agree a period of extended hire or an Introduction Fee in accordance with 7.2.1 then

(a) The length of the extended period of hire shall be 13 weeks during which the Client shall pay the current hourly charge agreed pursuant to clause 3.1 for each hour the Temporary Worker is so employed or supplied; or

(b) The amount of the Introduction Fee shall be calculated as follows: 20% 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 agreed pursuant to clause 3.1 multiplied by 300. 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.

However, where the client does not give such notice before the Temporary Worker is Engaged the parties agree that the Transfer Fee shall be due.

7.3 Where there has been Introduction to and Engagement by a Third Party.

7.3.1 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 within either
The duration of the Assignment;

14 weeks from the start of the first Assignment (the first Assignment being each new Assignment where there has been a break of more than 42 days (6 weeks) since the end of the previous Assignment); or

8 weeks from the day after the last 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.

7.3.2 If the parties do not agree a Transfer Fee in accordance with 7.3.1 then the Client will be liable to pay a Transfer Fee calculated as follows: 20% 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 multiplied by 300.

7.3.3 No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates.

7.3.4 VAT is payable in addition to any fee due.

7.4 In the event that there is an Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by Employment Business to the Client, but the Temporary Worker is introduced by the Client to a third party which results in the Engagement of the Temporary Worker by the third party within 6 months from the date of Introduction the Client shall be liable, to an Introduction

Fee calculated as follows: 20% 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 agreed pursuant to clause 3.1 multiplied by 300. No refund of the Introduction Fee will be paid.

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 are engaged by the Employment Business 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, code 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 of 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 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 clause 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 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 the 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 booking 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 terminate the Assignment under the provisions of clause 10.2.

11 Advertising

11.1 The Agency has the authority to advertise Client vacancies that have been registered with them from time to time unless otherwise instructed.

12 Law

12.1 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.

**CLIENT TERMS OF BUSINESS
FOR THE SUPPLY OF LIMITED COMPANY CONTRACTORS (where under the supervision of the Client)**

1 Definitions

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

‘Assignment’ means the period during which the Contractor is engaged by the Client to render services;

‘Client’ means the person, firm or corporate body together with any subsidiary or associated company as defined by the Company Act 1985 to whom the Contractor is introduced;

‘Employment Business’ means **Active Technical Resources Ltd of The Technopole, Kingston Crescent, Portsmouth, Hants PO2 8FA**

‘Contractor’ means the limited company introduced to the Client by the Employment Business and engaged by the Client to carry out an Assignment (and save where otherwise indicated, included any officer, employee or representative thereof);

‘Engagement’ means any employment or use of the Contractor’s services or the services of any officer, employee or representative of the Contractor, whether under a contract of service or for services, for an agency, licence, franchise or partnership arrangement; or any other Engagement;

‘Introduction’ means (i) the Client’s interview of 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 Contractor or (ii) the passing to the Client of information which identifies a Contractor; and which leads to the Engagement by the Client of the Contractor.

1.2 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

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 and are deemed to be accepted by the Client by virtue of its request for, interview with or Engagement of Contractors.

2.2 No variation or alteration to these Terms shall be valid unless approved by a Director of the Employment Business in writing.

2.3 Unless otherwise agreed in writing by a Director of the Employment Business, these Terms prevail over any terms of business or purchase conditions proffered by the Client.

3 Confirmation of Assignments

3.1 Prior to the commencement of the Assignment, or if this is not practical, upon commencement of the Assignment, the Employment Business will send to the Client written confirmation of the Assignment specifying the duration of the Assignment, the identity of the Contractor, the hourly rate charged by the Employment Business together with such expenses as may have been agreed, notice period to terminate the contract, the intervals at which invoices shall be rendered to the Client by the Employment Business and any other relevant information.

4 Charges

4.1 The Client agrees to pay the hourly charges of the Employment Business as notified at the Commencement of the Assignment and which may be varied from time to time during the Assignment. The charges are calculated according to the number of hours worked by the Contractor (to the nearest quarter hour). The charges are comprised mainly of the Contractor’s remuneration but also include the Employment Business’s commission, 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 is payable on the entirety of these charges.

4.2 These charges will be subject to an annual increase on January 1st each year and any other statutory increases that may occur.

4.3 The charges are invoiced to the Client on a weekly basis and are payable within 14 days. Payment of invoices outside of these terms will be subject to the remedies contained within the provisions of the Late Payment of Commercial Debts (Interest) Act 1998.

5 Timesheets

5.1 At end of each week of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than one week or is completed or finished before the end of a week) the Client shall sign the Employment Business timesheet properly completed by the Contractor to indicate the number of hours worked by the Contractor during the preceding week of the Assignment.

5.2 Signature of the timesheet by the Client constitutes acceptance that the Contractor’s services have been provided for the hours indicated and that such services have been satisfactory and in accordance with these Terms. Failure to sign the timesheet does not affect the Client’s obligation to pay the charges in respect of the hours worked.

6 Remuneration

6.1 The Employment Business is responsible for paying the Contractor’s remuneration and for deducting any sums from this as may be required by law.

7 Introduction Fees

7.1 The direct Engagement by a Client of a Contractor introduced by the Employment Business, or the Introduction by the Client of a Contractor to any third party resulting in an Engagement renders the Client subject to the payment of an introduction fee calculated in accordance with the accompanying scale of fees for permanent introductions provided that the Engagement takes place within a period of 6 months from the termination of the Assignment under which the Contractor was last supplied, or if there was no Assignment, within 6 months of the Introduction of the Contractor by the Employment Business. Where the Client fails to inform the Employment Business of the annual remuneration, the introduction fee will be calculated by multiplying the hourly charge of the Employment Business for the Contractor's services by 300. 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.

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 Contractors and to provide the same in accordance with the Assignment details provided by the Client, no liability is accepted by the Employment Business for any loss, expense, damage, costs or delay arising from the failure to provide a Contractor for all or part of the period of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Contractor or if the Contractor terminates the Assignment for any reason. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.

8.2 Contractors provided by the Employment Business to Clients are deemed to be under the direction and control of the Client for the duration of the Assignment. The Client will comply in all respects with all relevant statutes, bye-laws and legal requirements including provision of adequate Public Liability insurance in respect of the Contractor. The Client shall indemnify the Employment Business against any costs, claims, damages and expenses incurred by the Employment Business as a result of any breach of these Terms by the Client.

9 Termination of the Assignment

9.1 The Client may terminate the Assignment by giving to the Employment Business in writing the period of notice specified in the written confirmation.

9.2 Notwithstanding the provision of sub-clause 9.1 the Client may terminate the Assignment forthwith by notice in writing to the Employment Business where:

9.2.1 the Contractor is in wilful or persistent breach of its obligations;

9.2.2 the Client reasonably believes that the Contractor has not observed any condition of confidentiality applicable to the Contractor from time to time; or

9.2.3 for any reason the Contractor proves unsatisfactory to the Client.

9.3 The Employment Business may terminate an Assignment forthwith by notice in writing;

9.3.1 if the Client is in wilful or persistent breach of its obligations under these Terms; or

9.3.2 if the Client becomes bankrupt or has a receiving order or administrative order made against it or put into liquidation (save for the purposes of solvent reconstruction or amalgamation).

10 Advertising

10.1 The Agency has the authority to advertise Client vacancies that have been registered with them from time to time unless otherwise instructed.

11 Law

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

I understand and accept the terms and conditions as set out above:

.....

Signed on behalf of :

.....

Signed on behalf of
Active Technical Resources Ltd