

**TERMS AND CONDITIONS OF BUSINESS FOR THE INTRODUCTION OF LIMITED COMPANY CONTRACTORS
NOT OPTED OUT OF THE CONDUCT REGULATIONS 2003 f0100133b. Page 1 of 2.**

1. DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

"Assignment"

Means the period during which the Contractor 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 Contractor is supplied or introduced;

"The Employment Business"

Means A4 Plus Drawing Services Ltd of Suite L25, South Fens Business Centre, Chatteris, Cambs. PE16 6TT

"Engages/Engaged/Engagement"

Means the engagement, employment or use of the Contractor 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 services or for services; an agency, license, franchise or partnership arrangement; or any other engagement; directly or through a limited company of which the Contractor is an officer or employee;

"Contractor"

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 8.1 herein and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

"Introduction Fee"

Means the fee payable in accordance with Clause 8.2 herein and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003

"Introduction"

Means (i) the Client's interview of a Contractor in person or by telephone, following the Client's instruction to the Employment Business to supply or search for a Contractor; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Contractor, and which leads to an Engagement of that Contractor;

"Confirmation Sheet"

Means the individual sheet that confirms the details of each agreed Assignment covered by these Terms and Conditions and which forms part of this agreement

"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 Contractor 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. CONTRACT

2.1 These Terms constitute the contract between the Employment Business and the Client for the supply of the Contractor'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 (in person or by telephone), or Engagement of, the Contractor or the passing of any information about the Contractor 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, conditions of trade 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. These will be documented for each specific Assignment using the Confirmation Sheet. The hourly charges are calculated according to the number of hours worked by the Contractor (to the nearest quarter hour) and comprise mainly the Contractor's pay but also include the Employment Business' commission calculated as a percentage of the Contractor's pay, employer's National Insurance contributions as applicable 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, is payable on the entirety of these charges.

3.2 Charges shall be paid within fourteen days from the date on the invoice. The charges are invoiced to the Client on a weekly basis

3.3 Title will remain vested in The Employment Business for all goods and / or services provided until all amounts outstanding on any account held by the Client are paid in full. By placing an order with The Employment Business, written or otherwise, the Client acknowledges that failure to

comply with The Employment Business's payment terms will result in a cessation of service and an administration fee. Also, interest will be charged at 8% over the Bank of England published Bank rate. Interest will accrue on a daily balance basis from the due date of the invoice until the date of payment but will be calculated and invoiced to the Client account at the end of each month. Interest charges are in line with UK legislation under the EU Directive for the regulation of Commercial Debt.

3.4 Should any one invoice due for payment exceed the agreed payment terms then all fees owing by the Client will become due for immediate payment and the Employment Business reserves the right to withdraw each or all Contractors supplied at its discretion.

3.5 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 Contractor, that the Contractor 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 Contractor will be employed by the Employment Business under a contract of service or apprenticeship or a contract for services; and that the Contractor is willing to work in the Assignment. 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 Contractor is being introduced to the same position as one in which the Contractor 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.

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 Contractor 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 Contractor 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 the amount of hours, if any, were worked by the Contractor. 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 Contractor. In cases of unsuitable work the Client should apply the provisions of clause 11.1 herein.

6. PAYMENT OF THE CONTRACTOR

6.1 The Employment Business assumes responsibility for paying the Contractor..

7. USE OF MOTOR VEHICLES

7.1 The Client shall not cause or permit the Contractor to use any motor vehicle for any business purpose in connection with work allocated to him, unless The Client has previously been satisfied that adequate third party insurance cover is in force in respect of such user. The Client will at all times keep The Company indemnified against any liability (whether in respect of any insured risk or otherwise) incurred by The Company or arising otherwise in connection with the use by the Contractor or any motor vehicle for any business purpose requested by The Client.

8. TRANSFER AND INTRODUCTION FEES

8.1 In the event of the Engagement by the Client of a Contractor supplied by the Employment Business for an Assignment either (1) directly or (2) pursuant to being supplied by another employment business within either:

- The duration of the Assignment; or (whichever is later of the following):
- Fourteen weeks from the start of the first Assignment (each new assignment where there has been a break of 42 days (6 weeks) or more since the end of a previous Assignment (defined as the day after the last day the Contractor worked on the Assignment) shall also be considered to be the 'first Assignment' for these purposes); or
- Eight weeks from the day after the last day the Contractor worked on the Assignment

The Client shall be liable to either:

- a) Subject to electing upon giving at least 7 days notice an extended period of hire of the Contractor being twelve weeks during which the Client shall pay as per the current hourly charge agreed pursuant to Clause 3.1 for each hour the Contractor is employed or supplied; or
- b) A Transfer Fee calculated as follows: 15% 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 200. No refund of the Transfer 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 provide notice the parties agree that the Transfer Fee shall be due (as stated in clause 8.1(b)).

8.2 In the event that there is an Introduction of a Contractor to the Client which does not result in the supply of that Contractor by the Employment Business to the Client, but which leads to an Engagement of the Contractor

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by the Client either directly or pursuant to being supplied by another employment business within six months from the date of Introduction the Client shall be liable, to either:

- a) Subject to electing upon giving at least 7 days notice, a period of hire of the Contractor by the Employment Business for a period of twelve weeks during which the Client shall pay the Employment Business the hourly charges agreed pursuant to clause 3.1 for each hour the Contractor is so employed or supplied; or
- b) An Introduction Fee calculated as follows: 15% 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 200. 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 provide notice the parties agree that the Introduction Fee shall be due (as stated in clause 8.2(b)).

- 8.3 In the event that the Engagement of the Contractor is for a fixed term of less than 12 months, the fee in clause 8.1(b) or 8.2(b), calculated as a percentage of the Remuneration, will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Contractor within three months of the termination of the first Engagement the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is sooner.

- 8.4 If the Client elects for an extended period of hire, as set out above, but before the end of such period Engages the Contractor supplied by the Employment Business either directly or pursuant to being supplied by another employment business or the Contractor chooses not to be supplied for an extended period of hire, the fee calculated in accordance with either 8.1(b) or 8.2(b) may be charged, reduced by such percentage to reflect the period of extended hire already undertaken by the Contractor and paid for by the Client.

- 8.5 In the event that a Contractor supplied to a Client by the Employment Business is Introduced by the Client to a third party which results in the Engagement of the Contractor by the third party within either:

- The duration of the Assignment; or (whichever is later of the following):
- Fourteen weeks from the start of the first Assignment (each new assignment where there has been a break of more than 42 days (six weeks) or more since the end of the previous Assignment (defined as the day after the last day the Contractor worked on the Assignment) shall also be considered to be the 'first Assignment' for these purposes); or
- Eight weeks from the day after the last day the Contractor worked on the Assignment

The Client shall be liable to pay a Transfer Fee calculated as follows: 15% on 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 200. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

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

- 8.7 In the event there is an Introduction of a Contractor to the Client which does not result in the supply of that Contractor by the Employment Business to the Client, but the Contractor is introduced by the Client to a third party which results in the Engagement of the Contractor by the third party within 6 months from the date of Introduction, the Client shall be liable to an Introduction Fee calculated as follows; 15% 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 200. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

9. LIABILITY

- 9.1 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 further to provide them in accordance with the Client's booking details, the Employment Business is not liable for any claims, loss, expense, costs, damage, delay or liabilities whatsoever arising from any failure to provide any Contractor for all or part of the period of booking or from the direct or indirect negligence, dishonesty, misconduct or lack of skill of the Contractor whether working with or without the Client's materials or otherwise. The Employment Business will not accept liability for any injury suffered by the Client arising directly or indirectly out of the use of personnel supplied by Employment Business. The Employment Business will not accept liability for any injury suffered by the Contractor or disease or illness contracted by the Contractor or for any loss of or damage to any property of the Contractor while working under The Client's control and/or The Client's premises. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.

- 9.2 Contractors supplied by the Employment Business are deemed to be under the 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 Contractor, whether wilful, negligent or otherwise as though the Contractor was on the payroll of the Client. The Client will also comply, and will bear the cost of, in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations, Health & 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 herein), including in particular the provision of adequate Employer's and Public Liability insurance to cover for the Contractor during all Assignments. The Client shall indemnify the Employment Business against all costs claims damages and expenses incurred by the Employment Business as a result of any breach of these terms by the Client.

- 9.3 The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Contractor and about any requirements imposed by law or by any professional body, which must be satisfied if the Contractor 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 Contractor for more than 48 hours in any week, the Client must notify the Employment Business of this requirement before the commencement of that week.

- 9.4 The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Contractor for the Contractor to fill the Assignment.

- 9.5 The Client shall indemnify and keep indemnified the Employment Business against any costs, claims, damages, expenses or liabilities whatsoever incurred by the Employment Business arising out of any Assignment or use of any Contractor supplied by the Employment Business or arising out of any non-compliance with any clause and/or as a result of any breach of these Terms by the Client. The Employment Business will not accept liability for any claim made for any loss or damage suffered by The Client arising directly or indirectly from any article, product or thing whatsoever manufactured, produced or made on The Client's premises and/or under The Client's instructions or control and/or from materials supplied by The Client.

10. COPYRIGHT

- 10.1 In accordance with the provisions of the Copyright Design and Patents Acts 1988, copyright in all drawings, documents and in the work executed from them, except drawings of works for the Crown, will remain the property of the Employment Business. Title for any such documents will only pass to the Client as and when the Employment Business' fees have been paid in full. The Client warrants and indemnifies that the Employment Business will not be liable for any infringement of any letters, patents, registered design or trademark in the execution of the Client's order.

11. TERMINATION

- 11.1 Any of the Client, the Employment Business or the Contractor may terminate an Assignment at any time giving at least the notice period if any specified in the Assignment. If no notice period is specified then the Assignment can be terminated without notice..

Notwithstanding the above, the Client may terminate the Assignment forthwith by notice in writing to the Employment Business where:

The Contractor is in wilful or persistent breach of its obligations;

The Client reasonably believes that the Contractor has not observed any condition of confidentiality applicable to the Contractor at any time;

For any reason the Contractor proves unsatisfactory to the Client.

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

If the Client is in wilful or persistent breach of its obligations under these terms

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

- 11.2 The Client shall notify the Employment Business immediately and without delay and in any event within twenty four hours if the Contractor fails to attend work or notifies the Client that the Contractor is unable to attend work for any reason.

- 11.3 The Employment Business shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Contractor supplied to the Client is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith without any liability or prior notice..

12. STATUTORY AND COMMON LAW RIGHTS

- 12.1 Any rights and/or remedies vesting in or attaching to The Employment Business by virtue of or arising out of these Terms of Business shall be in addition to any statutory or common law rights and/or remedies and not as substitution thereof or derogation thereof. These Terms are governed by the law of England and are subject to the exclusive jurisdiction of the Courts of England and Wales. If for any reason one clause or sub-clause is not enforceable according to its terms then the others will remain in full force and effect. In the event of inconsistency between this agreement and the Confirmation Sheet the terms of this agreement shall prevail.