

Terms and Conditions of Business

These Terms and Conditions of Business between Recruitment Solutions (South West) Ltd and its subsidiaries (the Company) and an Employer (the Client) are deemed to be accepted by the Client by virtue of the use or the engagement (which terms includes the employment or use whether under a Contract of or for Services) of an applicant introduced or a temporary worker or sub-contractor or driver supplied by the Company.

Part 1 – Permanent Staff

(All staff directly employed or used and paid by the Client)

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.

1. The Client shall notify the Company immediately an applicant introduced by the Company is engaged and pay the fee in accordance with paragraph 2 below upon receipt of invoice.

2. FEES The fee payable by the Client for the introduction of staff resulting in an engagement is based upon the Total Remuneration i.e. the commencing salary or wages calculated upon an annual basis together with any allowances and other payments forming part of taxable emoluments. When a company car is provided Total Remuneration shall further include an amount of £2000. A fee will be chargeable on an extended period of hire applied in the event of a Temporary Worker supplied by the Company to the Client being taken on by the Client (as an employee, self employed operative or through another agency) if the commencement of employment, self employment, or supply through another agency was within the longer period of either 14 weeks from the first day the Temporary Worker worked for the Client, or 8 weeks from the day after the Temporary Worker was last supplied by the Company to the Client.

Total Remuneration

Up to £9,999
£10,000 to 17,999
£18,000 to £24,999
from £25,000+
Minimum fee £450, payable when a job offer is made and accept
Accounts are payable 14 days net

Fee as % of Total Remuneration

10%	} Plus VAT
12.5%	
15%	
17.5%	

3. REFUNDS should an applicant cease employment with a client within the following periods the Company will allow the following credits:

Weeks	Refund
up to 2	90%
2 to 4	75%
5 to 8	50%
8 to 12	25%

Engagements terminating during or the end of the agreed period are subject at all times to the minimum fee of £450

Provided that The Company is informed accordingly in writing within 7 days of the termination of the engagement. The rebate period will not apply unless payment is received within 14 days of invoice date. Refunds will not be paid in the case of staff being made redundant.

4. Introductions by the Company are confidential and are made individually to a Client. Where a worker has been supplied as a Temporary Worker to the Client by the Company, if a Client or a member of a Client's staff passes on an introduction to any other person, firm or corporation within 8 weeks of the Temporary Workers last day on assignment with the Client or 14 weeks of the workers first day resulting in an engagement, the Client will be liable for payment of a fee in accordance with paragraph 2 above.

5. A full fee will be charged for any applicant engaged as a consequence of or resulting from a worker being engaged on a temporary basis.

6. Any variation to the terms and conditions for the engagement of permanent staff must be agreed **in** writing with a Director of Recruitment Solutions (South-West) Ltd.

Part 2 – Fixed Fee Search Services

1. Invoices for advertising, retained consultancy, fixed-fee search services and hourly charged consultancy services are payable in advance of any chargeable work on the part of the Company and are not refundable in whole or in

part in any circumstances including the failure of an applicant to start work for any reason unless confirmed otherwise in writing by a Director of the Company.

Part 3 – Temporary Workers

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.

1. Any Worker or Self Employed Person or any Person introduced by the Company to a client is for purposes of these terms classed as 'A Temporary Worker'. Temporary Workers are engaged by The Company on a "Contract for Services".

2. The Client agrees to pay the hourly charge plus VAT to the Company for the hire of the Temporary Worker for all hours actually worked plus travelling or other expenses agreed with the Client. Expenses charged through the Company i.e. night out expenses, will incur an admin fee of at least 15%. The Client agrees that temporary bookings shall be for a minimum of 8 hours unless specifically agreed to the contrary and noted in writing. A booking is one or more consecutive days work. Overtime Rates will apply as follows: - Basic Rate X1.333 for hours worked between 1800 and 0600; Basic Rate X1.5 after 8 hours daily; X1.5 for hours worked on Saturdays; X2 for hours worked on Sundays and Bank Holidays, except Christmas Day, Boxing Day and New Years Day which will be charged at Basic Rate X3. The prevailing rate at the start of a shift will dictate the rate for the entire shift with the exception of nightshift premiums which apply regardless of when a shift started. Any variation to these premiums must be agreed in writing.

3. The Company will use its best endeavours to provide a Temporary Worker for the period required by the Client but cannot guarantee such provision and no liability shall be attached to the Company for inability to fulfil a part or the whole of a period booking.

4. Unless otherwise agreed, invoices will be rendered to the Client weekly and payment will be due in 7 days. Signature of the Company time sheet or any other appropriate document by the Client or Representative shall be confirmation by the Client of its acceptance of the hours worked and the satisfactory standard of the work carried out by the temporary worker, however, failure to sign the timesheet does not discharge the clients liability to pay the hours worked. A service charge at the rate of 2% of the invoice value may be made, in respect of each 30 days or part thereof that invoices remain unpaid thereafter. Please note that invoices that are not settled after 30 days will incur additional fixed fees and interest. A late payment charge of 8% will also be incurred as set out in the

European Directive 2000/35/EC.

5. The Company does not warrant the ability of Temporary Workers. Every effort will be made to supply Temporary Workers in accordance with the abilities required according to the Clients instructions. If the Client notifies The Company within 4 hours of unsatisfactory work by a Temporary Worker then The Company will waive any charge to the Client for any such period not exceeding 4 hours provided that confirmation of dissatisfaction is received within five days.

6. Notification of cancellation of booking must be confirmed in writing to The Company by not less than 24 hours notice; otherwise a minimum charge may apply.

7. The client agrees that when a Temporary Worker is introduced to the Client or supplied by the Company and: A, is subsequently engaged on a direct or indirect Temporary or Permanent basis with the Client, or B, similarly engaged via any Subsidiary, Sub-Contracted or Associated Company of the Client, or C, the Client or a member of the Client's staff refers a Temporary Worker to some other company, person, body, agency and that person or body engages the Temporary Worker on a direct or indirect Temporary or Permanent basis within 14 weeks from the start of the assignment or 8 weeks (whichever is the longest) from the day after the last day the Temporary Worker worked for the Client then an introduction fee in accordance with the Company current scale of permanent introduction fees relative to the Temporary Worker's annual salary with the Client or an extended period of hire ("temp-to-perm" period) will become applicable. This temp-to-perm period will be 100 working days not including any time the Worker has already worked with the Client. No refund will be payable by the Company in respect of such a placement as the ability of the Worker shall be deemed proven. The extended period of hire will be at the applicable charge rate for the role performed by the Worker. The Client is requested to tell The Company which route it chooses to use within 7 days of the decision to recruit or otherwise engage or refer the Temporary Worker. For the purposes of calculating a fee the salary will be estimated according to the prevailing rate the temporary worker was paid prior to being recruited unless the Client provides information to the contrary.

8. The Temporary Worker shall take instruction and reasonable direction as to what work has to be carried out from the client but the actual method of work will be at the Temporary Workers discretion. The Company reserves the right to substitute one individual worker for another with no notice given to the Client.

9. The Client undertakes to indemnify and at all times keep indemnified The Company against all liability and claims incurred by The Company arising out of the use or engagement of the Temporary Worker by the Client.

10. The Client assumes responsibility in all respects for all regulations statues bylaws and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff including the Health & Safety at Work Act 1974 and the Working Time Directive. The Company will inform the Client if a member of temporary staff assigned has opted out of the Working Time Directive with regard to the maximum 48 hour working week. If this information has not been passed to the Client then it is the Clients' duty to ensure the worker does not exceed the maximum hours according to the Directive.

11. The responsibility for effecting all necessary insurance in respect of Employer's Liability and Third Party Risks shall lie with the Client.

12. Sometimes the Company will overbook Temporary Staff to allow for "no-shows", should this result in extra staff working, over and above numbers ordered, then the Company will charge for them. The Client has every right to turn extra staff away and no charge will be rendered.

13. The company may increase rates without notice to the client in the event of changes to Statutory Minimum pay rates, holiday pay, Employers NI and any other legislation increasing costs.

Part 4 – Drivers of 'O' Licensed and Exempted Vehicles

Notwithstanding any conditions elsewhere in these Terms and Conditions of Business, the following special conditions in respect of drivers supplied to OPERATORS or USERS of 'O' LICENSED and EXEMPTED vehicles, shall apply:

1. The Company acts as agents for both Clients and Driver when supplying drivers to Clients.

2. Drivers introduced to Clients by The Company upon acceptance become the employees of the Client who will accept full responsibility as an employer for all matters arising from the employment or use of the Driver and for all statutory requirements placed upon an Operator or user by the Road Traffic Acts including 'inter alia' driving and tachograph records, the maintenance and safety of vehicles and all applicable insurances including cover for any loss, injury or damage sustained by the Driver in the course of his employment and/or arising out of breach of duty by the Client. Any accidental damage (vehicle, premises etc) whatsoever caused by a driver supplied by the Company will be at the cost to the Client. Clients are advised to discuss with the additional cost and Terms of The Company "Drivers Negligence Insurance" policy if the foregoing falls short of requirements.

3. The Company will check if deemed (by the Company) appropriate the previous records of Drivers supplied to Clients.

4. The Company will endeavour to ensure the return of drivers' tachograph charts but does not guarantee to do so and does not accept any liability for non-return or late return. The Company will not accept non-return of tachograph charts as a reason for delays with or non-payment of invoices. However, the Company will make every effort to get charts returned to "O" licence holders, writing to drivers chasing charts as necessary and providing copies of these letters and infringement letters on demand to the Client.

5. Driving Licences and Permits will be examined at the time of registration to establish that they are current and in order. However, the Client is advised to make their own checks according to individual company policy.

Part 5 – General

Whilst every effort is made by The Company to give satisfaction to Clients when introducing applicants for permanent appointments or supplying temporary workers, sub-contractors or drivers the following points should be noted:

1. The Company only considers taking up references for Temporary and not for Permanent positions unless specifically requested. The Company does not guarantee to take up any references for temporary workers. Clients are advised to obtain confirmation of an applicant's necessary skills, qualifications and general integrity before appointing them.

2. By reason of the human element The Company can accept no liability for any loss, expense, damage or delay arising from any failure to provide staff for all or part of the period of an assignment. Should a pre-booked temp inform us of non-availability we will always try to replace that temp and inform the Client as soon as possible. If the replacement reports for work within an hour of the booked start time then a minimum fee will be payable regardless of whether that temp is used.

3. The Company can accept no liability for any loss, damage to property or for any loss or injury to persons arising directly or indirectly from any act or omission of any applicant, temporary worker, sub-contractor, drivers or Limited Companies even if such act or omission is negligent, reveals dishonesty, misconduct or shows lack of skills in any other way.

4. Clients are advised to effect all appropriate insurance cover in respect of all temporary workers, sub-contractors and drivers e.g. consequential Loss, Employer's and Public Liability, etc. Payments under our "Drivers Negligence" insurance will only be accepted if all payments are up to date. With-holding invoices will result in claims not being processed. Where Drivers Negligence Insurance (through an insurance company) is offered, the Client is responsible for the acceptance or otherwise of drivers offered for assignments with regard to the criteria laid down (age, experience, etc) in the Insurance Policy which will be provided as an addendum to the Standard Terms of Business. Drivers Negligence insurance claims will be deemed invalid if 30 day (this 30 day period may be varied and will be detailed in a Client confirmation letter) Payment Terms are not adhered to at the time of the accident and thereafter. The Drivers Negligence Policy (if applicable) is at all times subject to a £750 excess and £10,000 maximum liability per incident.

5. Any variation to these Terms and Conditions e.g. fee free temporary-to-permanent agreements or reduced Permanent Placement Fees, agreed verbally or in writing with a Director of the Company shall be deemed not valid if payment for prior and current services has not been made within the Companies standard terms. This includes

payment terms, which must be adhered to if any temp-to-perm arrangement without an agreed fee, whether formal or informal, is to be honoured by the Company.

6. The Company will add order numbers to invoices when order numbers are provided by Clients but only if those order numbers are received by 1200 on the Monday of the following week. Invoice queries must be notified to The Company within 14 days of invoice date, queries outside this timeframe will not be honoured.

7. The Company is happy to refund the Client for any expenses incurred by a temporary worker (e mobile phone calls from the Clients telephone) provided that the agency receives details of the cost by the Monday on which the workers pay for that assignment is being processed. A 15% handling fee will be added to such expenses.

8. Compliance with the Agency Worker's Regulation (AWR) is mandatory for both The Company and The Client. The Client must therefore disclose rates of pay and other benefits for it's own permanent staff or where there is no direct client comparator, a realistic market figure for a comparable job in the local area for each assignment. Should a temp qualify for the Comparator rate then the Client agrees to pay an enhanced rate to facilitate this and inform The Agency in an acceptable timeframe

The above Terms and Conditions of Business will apply in all cases, unless specifically agreed otherwise, in writing, by a Director of the Company.

Issue date: 01.01.21