

Terms and Conditions for the provision of temporary workers

1. The contract

- 1.1. All and any business undertaken by Intec Recruitment Services Ltd (“Intec”) is transacted subject to the terms and conditions hereinafter set out each of which shall be incorporated or implied in any agreement for the provision of temporary workers between Intec and the client (“Client”).
- 1.2. In the event of conflict between these terms and conditions and any other terms and conditions, the former shall prevail unless otherwise expressly agreed by an authorised representative of Intec in writing.
- 1.3. For the purpose of these terms and conditions, Intec operates in the capacity of an employment business, introducing temporary workers who may be engaged under a contract of service or for services.
- 1.4. These terms and conditions are accepted by the Client upon the Introduction of a Temporary Worker to the Client by Intec. An introduction Fee will be charged whether or not the Client knew of the Temporary Worker previously.
- 1.5. Any amendment to these Terms and Conditions must be in writing and signed by an authorised representative of Intec.

2. Definitions

- 2.1. For the purposes of these Terms and Conditions the following words and phrases shall have the following meaning:
 - AWR** means the Agency Workers Regulations 2010;
 - Assignment** means the period during which the Temporary Worker is supplied to provide services to the Client;
 - Calendar Week** means any period of seven days starting on a Monday and ending on the following Sunday which counts towards the Qualifying Period;
 - Conduct Regulations** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
 - Engages/Engaged/Engagement** means 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 employment or use; 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 Intec 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;
 - Introduction Fee** means the fee payable in accordance with clause 6.1 (b) below and Regulation 10 of the Conduct Regulations;
 - Pay** means any sums payable to a Temporary Worker in connection with the Temporary Worker’s Assignment under Regulation 6(2) AWR including, basic gross salary, any fee, bonus attributable to individual performance, commission, contractual holiday pay over and above the statutory minimum and/or other emolument referable to the Assignment but excluding any payments within Regulation 6(3) AWR;
 - Limited Company Contractor** means the person, firm or corporate body introduced to the client by Intec to carry out an Assignment (and save where otherwise indicated, includes the Representative);
 - Qualifying Period** means 12 continuous (as defined by Regulation 7 of the AWR) Calendar Weeks during the whole or part of which the Temporary Worker is supplied to work for and under the direction and control of the Client in the same role by Intec or other temporary work agency (as defined by Regulation 4 of AWR);
 - Relevant Period** means the later of the period of (a) 8 weeks after the last day of the Assignment or 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 the previous Assignment shall be considered the first Assignment for these purposes);
 - Remuneration** includes base annual gross 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 £5,000.00 will be added to the salary in order to calculate Intec’s fee;
 - Representative** means any officer or employee of the Limited Company Contractor supplied to provide the Limited Company Contractor’s services;
 - Temporary Worker** means the individual who is introduced under a contract of or for services by Intec to provide services to the Client including Representatives of a Limited Company Contractor;
 - Valid Opt Out** means written notification from a limited company contractor and the individual Temporary Worker in accordance with regulation 32 (9) of the Conduct Regulations;
 - Working Conditions** means terms and conditions relating to the duration of working time and annual leave ordinarily included in the contracts of employees and workers of the Client.

3. Assignment Details

- 3.1 When making a request for the provision of a Temporary Worker to perform certain services the Client shall give Intec full details of:
- the intended duties of the Temporary Worker;
 - any special skills, experience, authorisations, qualifications and/or training which it, the law or any professional body requires the Temporary Worker to possess to perform the Assignment;
 - the date on which the Temporary Worker is required to commence the Assignment and the duration or likely duration of the Assignment;
 - the location at which the Temporary Worker is to perform the Assignment and the hours during which the Temporary Worker would be required to work; and
 - any actual or potential risks to health and safety which the Temporary Worker may face in performing the Assignment and the steps taken by the Client to prevent or control such risks.

Together known as “the Assignment Details”.

- 3.2 When assessing the suitability of a prospective Temporary Worker, Intec shall place reliance on the Assignment Details provided by the Client and the Client accepts that Intec will make no further assessment of the Client’s requirements including, but not limited to the matters referred to in clause 3.1.b above. Intec agrees to obtain the Temporary Worker’s confirmation that the Temporary Worker has the experience, training, qualifications and/or authorisations specified in the Assignment Details. Intec shall not undertake any further checks unless requested to do so by the Client.
- 3.3 If during the Assignment the Client proposes a change to any of the Assignment Details, it will inform Intec without delay and in any event before making the change.
- 3.4 The Client must not instruct the Temporary Worker to perform any night work unless and until the Temporary Worker has been given a health assessment which has not shown any reason why the Temporary Worker may not do night work. If the Client is in any doubt as to the position, it should check with Intec.
- 3.5 The Client shall not instruct or allow any Temporary Worker to undertake any work other than that which is specified in the Assignment Details. In particular, the Client shall not instruct or allow the Temporary Worker to undertake work requiring special skills, experience, or authorisation unless such requirements were specified in the Assignment Details.
- 3.6 Where, as part of the Assignment, the Temporary Worker is expected to carry out activities, which would be beyond office-based work, including but not limited to manual work (including lifting and / or moving of heavy items), driving for Assignment-related purposes, transporting goods and material, the Client will instruct Intec of the specific requirements. In addition, the Client acknowledges that it shall be the Client’s responsibility to ensure adequate training and health and safety measures are provided to the Temporary Worker while on Assignment.
- 3.7 The provision of a CV is strictly confidential. The Client agrees not to disclose any information therein to any other person, firm or corporation without Intec’s written consent and in particular not to approach the Temporary Worker direct or his/her former/current employer without Intec’s written consent.

4 Charges

- 4.1 When booking a Temporary Worker for an Assignment, Intec shall advise the Client of the hourly/daily/monthly charge to be made to the Client (the Charge). The Client agrees to pay the Charge, which shall be confirmed to the Client in an assignment letter immediately prior to or upon the commencement of the Assignment.
- 4.2 The hours/days actually worked will be stated on a weekly time sheet completed by the Temporary Worker and duly authorised by the Client (which authorisation shall be regarded as acceptance of the Charge) as directed by Intec. If the Client does not authorise the time sheet within 5 working days of completion by the Temporary Worker, the Client will be deemed to have authorised and accepted the Charge unless the Client shall have otherwise notified Intec in writing within such time period. Where applicable, VAT or any equivalent will be charged to the Client at the existing rate.
- 4.3 If the Client instructs Intec to pay the Temporary Worker a bonus, the amount of the bonus plus any additional National Insurance shall be included in the Charge. Travelling, hotel or other expenses (as may be agreed from time to time) shall be summarised on Intec’s invoice and included in the Charge. VAT will be charged at the existing rate on the gross expense paid to the Temporary Worker regardless of circumstance.
- 4.4 Intec reserves the right to vary the Charge on any extension or subsequent Assignment. Intec shall be entitled to vary the Charge on an existing Assignment subject only to seven days prior notification of such variation being given to the Client.
- 4.5 All charges are invoiced weekly (unless otherwise agreed by Intec) and shall be payable within seven (7) days of the date of the invoice. In the event of late payment Intec reserve the right to charge interest on all overdue invoices at a

rate of 2% per month. No refunds or rebates are payable. In the event of non-payment to these terms Intec may, without prejudice to its other rights, elect to terminate the Assignment and withdraw the Temporary Worker without notice.

5 Payment of the Temporary Worker

Intec will be responsible for payment of the Temporary Worker's earnings and deductions and payment of all National Insurance contributions and PAYE deductions.

6 Transfer and Introduction Fees

- 6.1 If the Client Engages a Temporary Worker supplied by Intec for an Assignment either (1) directly or (2) through another employment business, during the Assignment or within the Relevant Period the Client shall be liable, either to:
- (a) an extended period of hire of the Temporary Worker of 52 weeks during which the Client shall pay the charge agreed under clause 4.1;
 - (b) or if the Client chooses to pay a fee or fails to give notice under clause 6.1(a) to an Introduction Fee calculated in accordance with the list below;

INTRODUCTION FEE

To be agreed

- All fees are expressed and calculated as a percentage of the Temporary Worker's first year's anticipated (including guaranteed and non-guaranteed elements) gross Remuneration.
- If the gross annual Remuneration payable to the Temporary Worker is not disclosed to Intec by the Client, then the Introduction Fee shall be deemed to be the hourly rate payable to the Temporary Worker for the assignment annualised by reference to a 37.5 hour working week (Rate x 37.5 hours x 52 weeks).
- No refund is available whether or not Engagement continues.

- 6.2 An Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by Intec to the Client, but which leads to an Engagement of the Temporary Worker by the Client either directly or through another employment business within 12 months from the date of the last Introduction will entitle Intec either to an extended period of hire in accordance with clause 6.1(a), or an Introduction Fee.
- 6.3 Where the Temporary Worker is introduced by the Client to a third party (including but not limited to any other outsourcing agent, associated or subsidiary company of the Client, common directorships, or any other person pursuant to the corporate restructuring of the Client) which results in the Engagement of the Temporary Worker by the third party during the Assignment or within the Relevant Period Intec will be entitled to a Transfer Fee.
- 6.4 Where a Temporary Worker is supplied through a limited company vehicle and has elected to opt out of the Conduct Regulations (and Intec has notified the Client of such opt out) the Introduction Fee will apply for the length of any period of supply and for fifty two (52) weeks from the end of the last period of supply of that Temporary Worker and there shall be no option of an Extended Hire Period.
- 6.5 Intec shall remain entitled to an Introduction Fee if, other than through its default, Intec does not supply the Temporary Worker to the Client for the duration of the extended period of hire referred to in clause 6.1(a).

7. AWR Obligations

- 7.1. Where the Temporary Worker is an agency worker as defined by Regulation 3 of the AWR the Client will provide the Temporary Worker with equal access:
- 7.1.1 to its collective facilities and amenities; and
 - 7.1.2 to information about relevant vacant posts within the Client's place of work; as if the Temporary Worker had been directly employed by the Client at the start of the Assignment;
- 7.2 To enable Intec to comply with its obligations under AWR and to determine the Pay and Working Conditions applicable to an Assignment the Client will provide to Intec before the start of an Assignment the following information:
- 7.2.1 details of any work since 1 October 2011 the Temporary Worker has performed for the Client in the same or a similar role via any third party which may count towards the Qualifying Period;
 - 7.2.2 details of the Pay and Working Conditions the Temporary Worker would be entitled to if the Temporary Worker had been recruited for the same role directly by the Client at the start of the Qualifying Period;

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- 7.3 The Client will provide to Intec written notification of any variations in the Pay and Working Conditions applicable to the job the Temporary Worker is doing in the Assignment as if the Temporary Worker had been directly employed by the Client into that job at the start of the Qualifying Period.
- 7.4 The Client agrees that Intec will only be responsible for any obligations relating to Agency Workers Regulations to the extent that Intec has not followed the correct procedure. Intec shall not be liable for any breaches of the Agency Workers Regulations which arise as a result of receiving incorrect information from a Temporary Worker, the Client or any third party.
- 7.5 For the avoidance of doubt where the Temporary Worker is supplied through a limited company vehicle and the contract the Temporary Worker has with Intec has the effect that the status of Intec or the Client is that of a client or customer of a profession or business undertaking carried on by the Temporary Worker the Temporary Worker is not an agency worker as defined by Regulation 3 of the AWR.

8. Liability

- 8.1 Whilst every effort is made by Intec to give satisfaction to the Client by providing a Temporary Worker of integrity and of a reasonable standard of skill and reliability (in accordance with the Client's requirements), no liability will be accepted by Intec for any loss, expense, damage or delay arising from any failure to provide a particular Temporary Worker for all or part of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker provided whether wilful or otherwise.
- 8.2 If the Client has any complaint about the Temporary Worker such complaint must be made by telephone and confirmed in writing within one day of the event forming the basis of the complaint. In any event the Client waives any rights to withhold payment until after notification.
- 8.3 A Temporary Worker provided by Intec is deemed to be the responsibility of the Client from the time at which the Temporary Worker reports to begin the Assignment and for the duration of the Assignment, and the Client agrees to be responsible to third parties for all acts, errors and omissions be they wilful, negligent or otherwise as though the Temporary Worker were the direct employee of the Client and the Client will in all respects comply with the statutory bye-laws and legal requirements to which the Client is ordinarily subject in respect of all the Client's own staff but excluding matters specifically mentioned in clause 5 above.
- 8.4 The Client acknowledges that it is responsible for providing the Temporary Worker with a safe working environment during the Assignment. To comply with health & safety legislation, the Client will carry out such risk assessments and provide such comprehensible information to a Temporary Worker as may be required to ensure that a Temporary Worker is made aware of particular risks arising out of his engagement.
- 8.5 The Client shall immediately inform Intec should there be any reason or circumstance under which it would be detrimental to the interests of Intec, the Client or a Temporary Worker for an Assignment to continue.
- 8.6 The Client shall indemnify and keep indemnified Intec against the costs and financial consequences of and occasioned by any and all claims against Intec arising from any loss, injury, damage, expense or delay suffered by the Client, the Temporary Worker or any third party as a result of any breach by the Client of any of its obligations under these Conditions or as a result of any act or omission of the Temporary Worker.
- 8.7 The Client agrees that arrangements in relation to each Temporary Worker and each Assignment represent individual contracts and that the Client shall have no right of set off or counter claim between individual arrangements. The Client agrees that no employment relationship shall exist between Intec and the Temporary Worker, or the Temporary Worker and the Client.
- 8.8 Intec's total liability under this Agreement for all claims whether in contract, in tort or delict, for negligence, breach of statutory duty or otherwise (but other than in respect of death or personal injury caused by Intec's negligence or as otherwise prohibited by the applicable law) shall not exceed £250,000. Neither party shall be liable to the other for any loss of profits, loss business, loss of use or any indirect, special, punitive or consequential damages.

9 Insurance

- 9.1 The Client hereby undertakes to insure against all risks to third parties arising out of any acts or defaults of the Temporary Worker during the assignment and to indemnify Intec against all claims, costs and damages arising out of the assignment. The Client further undertakes to insure the Temporary Worker for all risks in respect of claims by third parties.
- 9.2 The obligations of the Client to take out and maintain insurance shall extend (but not be limited) to the employer's liability and public liability insurance and, where relevant, to fully comprehensive motor insurance. Any failure by the Client to meet its insurance obligations shall not reduce or eliminate its obligations to indemnify Intec.

10 Termination

- 10.1 If the Client considers the services of the Temporary Worker are unsatisfactory, the Client may terminate the Assignment by giving not less than 5 days' notice in writing of termination to Intec following which Intec will give the Temporary Worker not less than 5 days' notice in writing to leave the Assignment. Intec may, in such circumstances, reduce or cancel the charges for the time worked by the Temporary Worker, provided the Client notifies Intec in writing within 7 hours of the Temporary Worker commencing the Assignment.
- 10.2 The Client, Intec or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability.
- 10.3 The Client shall notify Intec immediately and without delay and in any event within 24 hours if the Temporary Worker fails to attend work for any reason.

11 Law

- 11.1 These terms and conditions shall be governed and construed in accordance with the law of England & Wales and the parties shall submit to the exclusive jurisdiction of the courts of England & Wales.