

FLEXTEAM UK LIMITED
TERMS & CONDITIONS OF BUSINESS FOR ALL TEMPORARY PLACEMENT SERVICES

1. These terms and conditions apply to all temporary placement business undertaken by Flexteam UK Limited registered number 04990517 at the registered address of Dalton House, 60 Windsor Avenue, London, SW19 2RR including any subsidiary or holding company or the company's agents and or subcontractors with any other party who will be bound by these Terms and Conditions (hereinafter referred to as the "client"). In accordance with The Conduct of Employment Agencies and Employment Businesses Regulations 2003 the Company acts in the capacity of an Employment Business in the provision of Temporary personnel.
2. The services ("Services") shall mean the provision of temporary personnel to the client.
3. All persons employed by the company and supplied to the client (hereinafter referred to as the "Temporary") shall be provided with written particulars of employment notwithstanding the forgoing, a Temporary shall also be deemed to include personnel provided by any subcontractor to the company, who may be engaged either under a contract of employment or a contract services.
4. The Temporary's assignment shall include day to day activities, which shall be subject to the exclusive direction, supervision and control of the client.
5. The client shall pay the charges ("charges"), and VAT at the applicable rate as at the date of invoice, to the company in accordance with the agreed hourly rate prevailing at the time of the order, which without limitation shall be inclusive of appropriate statutory deductions, emoluments, National Insurance contributions and all current benefits arising as a result of the Working Time Regulations 1998 (as amended).
6. The company shall be entitled to vary the charges with immediate effect in order to reflect any increases in but not limited to pay rates, statutory reductions or any changes in European legislation or United Kingdom statute or legislation required or in the event that the client requires variation to the services requested.
7. The Client's signature on each time sheet or other formal confirmation of completed work shall be deemed evidence that the client is satisfied with each and every Temporary supplied in respect thereof and that the Client shall pay monies due under these Terms in full, subject to the provisions contained within Clause 10. Failure by the client to sign any time sheet or formal confirmation of completed work shall not preclude the company from charging all monies due under these Terms and Conditions in accordance with Clause 10.
8. To assist the company in finding and providing a suitable person for the assignment in accordance with the Clients requirements, the client shall give all relevant information about the assignment and its business and any relevant conditions imposed by law prior to the provision of services.
9. The Client shall provide the Company with sufficient information and ensure that the Temporary is provided with all such information and training necessary in order that the Temporary is able to perform the Assignment both safely and competently. The Client shall provide protective clothing and or equipment necessary to ensure the health, safety and welfare of the Temporary without charge to either the Temporary or the Company.
10. Subject to the client notifying the Company within four (4) hours from the commencement of the assignment, where the Temporary is in the reasonable opinion of the Client not suitable for the Assignment the Client is entitled to request the Company to remove the Temporary from the Assignment at no charge to the Client.
11. During the Assignment, the client shall:
 - 11.1 Specify the manner in which work is to be carried out
 - 11.2 Shall be responsible for ensuring that the qualifications, abilities and skills of the Temporary are adequate for such work; and
 - 11.3 shall comply with all obligations whether imposed by statute or otherwise in any way arising directly or indirectly from the performance of the Temporary.
12. The Client shall not direct any Temporary to undertake duties outside the scope of the Assignment nor undertake any duties for which special skills and experience are required and have not previously been specified to the Company.
13. The Client shall not entrust without limitation cash, valuables or any form of negotiable security to the Temporary with serving prior written notice to the Company. Where the Company has been made aware of such duties being undertaken by the Temporary, it is agreed that the Company will not be liable for any losses thereby arising.

14. The Company shall not be liable for any losses, damages, costs and /or expenses arising from any act or omission whatsoever by the Temporary.
15. The Client shall indemnify the Company against all liability, claims, costs, losses, damages and/or expenses (including legal fees) in respect of death, personal injury, illness and loss or damage to property arising from the negligence, act, omission and or default of the client, its employees agents or sub contractors (including the Temporary whilst they are assigned to the client) and any other third parties.
16. The Client shall indemnify the Company against all liability, claims, costs, losses, damages or expenses (including legal fees) incurred by the company in respect of any claims of a statutory and or contractual nature arising as a result of the negligence, act or omission and or default of the client, its employees, agents and or subcontractors.
17. The Client shall effect and maintain adequate levels of insurance in order to meet its contractual obligations herein, including but limited to employers liability insurance and Public Liability Insurance.
18. In the event that the Temporary is found to be in breach of either the Client's or a third party's health and safety guidelines, or an accident or hazard occurs, the Client shall notify the Company immediately and shall provide written notification thereafter whereby both parties shall provide assistance with any investigation of the same.
19. In the event that the client wishes to offer permanent employment to the Temporary whilst the Temporary is assigned to the client or within eight (8) weeks commencing on the day the Temporary was last assigned to work for the client or within Fourteen (14) weeks commencing on the first day on which the Temporary was assigned to work for the Client, whichever is the later, (otherwise the date of more than forty two (42) days ("the relevant period") whether such offer of permanent employment is made direct to the Temporary or through another employment basis, the Client shall be liable to pay the company a fee of (seventeen) 17% of the Temporary's gross annual salary and taxable emoluments (the "Introduction Fee"). In the event that the Client fails to confirm the Temporary's annual salary, the Client shall be liable to pay the Company the Introduction Fee based on the Temporary's estimated annual salary, calculated by means of multiplying the Temporary's hourly rate by thirty-seven and a half (37.5) of which sum shall be further multiplied by fifty-two (52). Where the Client so elects by giving seven (7) days written notice he may as an alternative to paying the Introduction Fee choose an extended period of hire of twenty six (26) weeks (the "Extended Period") during which the Client shall pay the Charges agreed pursuant to clauses 5 and 6 above for each hour the Temporary is so supplied. The Company shall not subject to the provisions of clause 5 and 6 above increase the Charges during the Extended Period before the Client gives notice that it wishes to offer permanent employment to the Temporary.
20. If within the Relevant Period pursuant to the supply of the Temporary to the Client by the company the Client passes on the Temporary or details of the Temporary to any third party who engages and/or employs the Temporary the Client shall be liable to pay the Introduction Fee. In the event that the Client fails to confirm the Temporary's annual salary, the Client shall be liable to pay the Company the Introduction fee based on the Temporary's estimated annual salary, calculated by means of multiplying the Temporary's hourly rate by thirty seven and a half (37.5) of which sum shall be further multiplied by fifty two (52).
21. All charges are payable in full within seven (7) days from the date of invoice. In the event of a late payment by the Client of any valid invoice or any valid part invoice otherwise in dispute, the company shall be entitled to charge interest in accordance with the Late Payment of Commercial Debts (interest) Act 1998 on a daily basis. All charges are expressed in pounds sterling and are exclusive of VAT.
22. Save for death or personal injury the Company's entire liability under these Terms shall not exceed the annual value of the fees received by the company from the client arising from the company's provision of the services pursuant to these Terms.
23. The company shall not be liable for any incidental, indirect, special, punitive or consequential loss or damage, including but not limited to any loss of investment, profits, loss of data, loss of savings or anticipated savings, loss of investment, loss of goodwill, loss of extra administrative cost whether or not foreseeable or cost of capital arising out of or in conjunction with the Services and/or these Terms.
24. Save for as stated in these Terms, the Company shall not be liable to the Client, its directors, servants or agents for any costs, claims, losses, liabilities, damages and/or expenses whether arising in tort or under statute, common law or otherwise howsoever arising out of or in connection with the services and/or these Terms.
25. Any exclusion or limitation clause or right to indemnity in these Terms shall injure not only to the benefit of the Company but also its directors, servants and agents.

26. If either party is prevented from fulfilling their contractual obligations under these Terms by any event, matter or cause beyond its reasonable control ("Force Majeure") arising from but not limited to war, damage by fire, civil commotion, exceptionally inclement weather, strike or lockout (whether official or unofficial) or availability of labour, then the party so delaying shall promptly notify the other in writing of the reasons for the delay, and where such delays continues for more than thirty (30) days, either party may serve written notice of termination forthwith. In the event of termination, the Client shall; pay the Company all outstanding all outstanding monies under these Terms.

27. Either party has the right to terminate these Terms forthwith in the event of the other:

27.1 having any order made, petition presented or resolution passed for its winding up;

27.2 convening a meeting or entering into any voluntary arrangement or having any administration order made (as defined in the Insolvency Act 1986);

27.3 either appointing or on the appointment of a receiver, administrative receiver, administrator or any similar officer;

27.4 being unable to pay its debts or becoming insolvent pursuant to the Insolvency Act 1986;

27.5 having an encumbrance take possession or having receiver appointed to any of its property or assets;

27.6 undergoing a change in control; or

27.7 committing a material breach of any provision of these Terms and in the case of a material breach capable of remedy, failing to remedy the same within fourteen (14) days following receipt of a written notice requiring such breach to be remedied.

28. Either party may terminate these Terms without cause by serving thirty (30) days' written notice to the other party. Any termination of these Terms shall not affect the accrued rights or liabilities of either party nor shall it affect the coming into force of any provision of these Terms which is expressly or by implication intended to come into force or continue in force on or after termination.

29. Any reference, express or implied to an enactment contained herein shall include references to that enactment either before, on or after the date of these Terms.

30. If any provision contained within these Terms is held to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of these Terms shall continue in full force and effect as if these Terms had been executed with the invalid, illegal or unenforceable provision eliminated.

31. These Terms supersede all prior agreements, arrangements and understandings between the parties and shall constitute the entire agreement between the parties relating to the subject matter hereof.

32. Neither party may assign the benefits of these Terms without prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

33. Any agreement whether tacit or express by either party to waive any term or condition of these Terms shall not be taken to invalidate any other part of these Terms and shall not be taken as a precedent should any terms be subsequently enforced.

34. Unless the right of enforcement is expressly provided herein it is not intended a Third party should have the right to enforce any provision of these Terms pursuant to the Contracts (Rights of Third Parties) Act 1999.

35. It is hereby understood that these Terms shall be construed and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Courts.

36. The Company shall not reveal to any third party any information ("Confidential Information") specifically provided by the Client and which may adversely affect the Client's business or be value to a competitor of the Client.

37. The Client shall not reveal to any third any Confidential Information provided by the Company, such information to include but shall not be limited to the Charges; Temporary pay rates or any other information related to the Services.

38. The provisions of Clauses 36 to 37 shall not apply to any Confidential Information disclosed by a party ("the Disclosing Party") that:

38.1.1 in or comes into the public domain (except as a result of a breach of these Terms);

38.1.2 is received by the Disclosing Party from a third party not under an obligation of confidentiality with respect thereto;

38.1.3 is required to be disclosed by the Disclosing Party under operation of law or in accordance with the requirement of any regulatory or supervisory authority to which the Disclosing Party is subject; or

38.1.4 is approved for disclosure by the Disclosing Party in writing.

39. In the event that either party reasonably considers that the Confidential Information has been disclosed not in accordance with Clauses 36 to 38, such party shall the other party in writing with immediate effect.

