

CLIENT TERMS OF BUSINESS FOR THE SUPPLY OF LIMITED COMPANY CONTRACTORS

DEFINITIONS

In these Terms of Business the following definitions apply:

"Assignment" means the period during which the Contractor is supplied by the Employment Business 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
"Contractor" means the Limited Company introduced to the Client by the Employment Business to carry out an Assignment (and save otherwise indicated, includes any officer, employee or representative thereof)
"Employment Business" means 1st Step Solutions Ltd of West Hill House, Tower Road, Dartford, Kent, DA1 2EU
"Engaged/Engaged/Engagement" means the engagement, employment or use of the Contractor's services or the services of any officer, employee or representative 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 service or for services; an agency, license, 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 an Engagement of the Contractor
"Remuneration" includes fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, and all other payments taxable, (and, where applicable, non-taxable) payable to or receivable by the Contractor for services rendered to or on behalf of the Client.

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

2.1 These Terms constitute the contract between the Employment Business and the Client for the supply of the Contractor's services to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or engagement of a Contractor or the passing of any information about the Contractor to the Client in accordance with these Terms.
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 the hourly charges of the Employment Business. The charges are calculated according to the number of hours worked by the Contractor to the nearest quarter hour. The charges comprise mainly the Contractor's hourly rate but also include the Employment Business's commission calculated as a percentage of the Contractor's hourly rate, 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 The charges are invoiced to the Client on a weekly basis and are payable within 14 days. The Employment Business reserves the right to charge interest on any overdue amounts at the rate of 8% per annum above the base rate then in force of the Bank of England or Barclays Bank from the due date until the date of payment.
3.3 Any rebates payable in respect of the charges of the Employment Business are client specific and reviewed upon an annual basis.

4. INFORMATION TO BE PROVIDED

4.1 When making an introduction of a Contractor 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 as an apprentice or a contract for services; and that the Contractor 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 Contractor is being introduced or assigned to the Client in 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. TIMESHEETS

5.1 At the 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 the Client shall sign the Employment Business's 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 timesheet produced for authentication by the Contractor because the Client disputes the hours claimed, the Client shall inform the Contractor as soon as possible in a reasonably practicable and in a timely fashion with the Employment Business to enable the Employment Business to establish what 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 s/he is dissatisfied with the work performed by the Contractor. In cases of unsuitable work the Client should apply the provisions of clause 10.1 below.

6. PAYING THE CONTRACTOR

6.1 The Employment Business is responsible for paying the Contractor.

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 Contractor supplied by the Employment Business either directly or (1) pursuant to being supplied by another employment business, during the Assignment or within whichever is the longer of either
a) 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 last Assignment) or
b) 8 weeks from the day after the last day the Contractor 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 2 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 Contractor 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 the following shall be deemed to have been agreed:
The length of the extended period of hire shall be 12 weeks during which the Client shall pay the current hourly charge agreed pursuant to clause 3.1 for each hour the Contractor is so employed or supplied; or
a) 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 Remuneration is payable in addition to any fee due. However, where the Client does not give such notice before the Contractor is Engaged the parties agree that the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.
7.2 Where there has been an introduction but no supply
7.2.1 In the event of the 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 by the Client of the Contractor 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 the Client.
7.2.2 The Client must give the Employment Business 1 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 Contractor 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 the following shall be deemed to have been agreed:
a) The length of the extended period of hire shall be 12 weeks during which the Client shall pay the current hourly charge agreed pursuant to clause 3.1 for each hour the Contractor is so employed or supplied; or
b) The amount of the Introduction Fee shall be 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.

7.2.5 If the Client elects for a period of extended 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 the extended period of hire, the Introduction Fee shall be deemed to have been agreed, reduced by such percentage to reflect the period of extended hire already undertaken by the Contractor and paid for by the Client.

7.2.6 Where the Contractor has been introduced to an Engagement by a Third Party
7.2.6.1 In the event that the Contractor is introduced to an Engagement by the Client to a third party, which results in the Engagement of the Contractor by the third party during the Assignment or within whichever is the longer of either
a) 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); or
b) 8 weeks from the day after the last day the Contractor worked on the Assignment the Client shall be liable, to pay a Transfer Fee the length of which is to be agreed between the Employment Business and the Client.
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a) The length of the extended period of hire shall be 12 weeks during which the Client shall pay the current hourly charge agreed pursuant to clause 3.1 for each hour the Contractor is so employed or supplied; or
b) The amount of the Introduction Fee shall be 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.

7.2.6.6.6.6.6.6.6.6.6.5 If the Client elects for a period of extended hire, as set out above in clause 7.2.1 or 7.2.2, 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 the period of hire, the Introduction Fee shall be deemed to have been agreed, reduced by such percentage to reflect the period of extended hire already undertaken by the Contractor and paid for by the Client.

7.4.1 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 by the Client to a third party which results in the Engagement of the Contractor by the third party within 6 months of the date of introduction the Client shall be liable, to either 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 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 the Contractor 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 the Client 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, by-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.

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 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's 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 the Working Time Regulations. The Client agrees to indemnify the 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.

8.4 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.

8.5 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 a worker who is taking part in official industrial action or duties normally performed by a worker who is taking part in official industrial action.

8.6 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 clauses 8.2, 8.3 and 8.5 and/or as a result of any breach of these Terms by the Client.

9. SPECIAL SITUATIONS

9.1 Where the Contractor or the person supplied to do the work 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 is a vulnerable person, the Client agrees to indemnify the 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.

9.2 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 a worker who is taking part in official industrial action or duties normally performed by a worker who is taking part in official industrial action.

9.3 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 clauses 8.2, 8.3 and 8.5 and/or as a result of any breach of these Terms by the Client.

10. TERMINATION OF THE ASSIGNMENT

10.1 The Client may terminate the Assignment by giving to the Employment Business the period of notice specified in the written confirmation.
10.2 In exercising its right to terminate the Assignment, the Client agrees to indemnify the 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.

10.3 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.

10.4 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 clauses 8.2, 8.3 and 8.5 and/or as a result of any breach of these Terms by the Client.

11. LAW

11.1 These Terms are governed by the law of England and are subject to the exclusive jurisdiction of the Courts of England.

CLIENT TERMS OF BUSINESS FOR THE SUPPLY OF TEMPORARY STAFF SERVICES (PAYE)

1. DEFINITIONS

In these Terms of Business the following definitions apply:

"Assignment" means the period during which the Temporary Worker is supplied by the Employment Business 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 1st Step Solutions Limited of West Hill House, Tower Road, Dartford, Kent, DA1 2EU
"Engaged/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, license, franchise or partnership arrangement; or any other engagement; directly 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 Businesses 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 Businesses 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 information which identifies the Temporary Worker, and which leads to an Engagement of the Temporary Worker.
"Remuneration" includes basic salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, and all other payments taxable and (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, the total amount of (specify) will be added to the salary in order to calculate the Temporary Worker's Fee.

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

2.1 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 a 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