



## TERMS OF BUSINESS

### 1. Interpretation

- 1.1 In these terms of business ("the Terms") the following expressions shall be given the following meanings:
- 1.1.1 "Assignment" means the period during which a Temporary performs services or carries out work for or on behalf of the Client or agreed between the Client and the Company, to take up duties (or, if earlier, the commencement by the Temporary of such work or services) and ending upon the cessation by the Temporary of all such work and services.
- 1.1.2 "The Client" means any person, firm or corporate who approaches the Company with a view to placing an order with the Company for the introduction or supply of a Temporary.
- 1.1.3 "The Company" means Alliance Workforce Limited.
- 1.1.4 "Month" means a calendar month.
- 1.1.5 "Temporary" means any person who is introduced or supplied by the Company to the Client with a view to carrying out work for the Client.
- 1.1.6 "week" means 7 consecutive days.
- 1.2 In these Terms words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine gender and vice versa.
- 1.3 All and any business undertaken by the Company is transacted subject to these Terms, all of which shall be incorporated in any agreement between the Company and the Client. In the event of any conflict between these Terms and any other terms and conditions, these Terms shall prevail unless expressly otherwise agreed in writing by a director or other authorised office of the Company. No variations in these Terms shall be valid if made without the written consent of a director or other authorised office of the Company.
- 1.4 The interviewing by or on behalf of the Client or the acceptance by or on behalf of the Client or the commencement of work (which first occurs) of any Temporary shall be deemed acceptance of and agreement to these Terms.
- 1.5 The complete or partial invalidity or unenforceability of any provision in these Terms for any purpose shall in no way affect the validity or enforceability of such a provision for any other purpose or the remaining provisions. Any such provisions shall be deemed to be served for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.
- 1.6 These Terms supersede all previous terms of business.

### 2. Obligations of the Company

- 2.1 The Company shall use reasonable endeavours to introduce to the Client a suitable Temporary to carry out work for the Client of such nature as the Client shall notify to the Company when placing its order for a Temporary. The Client accepts that no warranty as to the suitability of the Temporary can be given by the Company.
- 2.2 The Company will prior to the commencement of the Assignment take up all references required by the Company and endeavour to check the validity of all relevant qualifications and licences to enable the Temporary to undertake the work or services of the Client.
- 2.3 The Company will take all reasonable steps to ensure that where necessary the Temporary is duly licensed to drive motor vehicles of the type or group specified by the Client prior to the commencement of the Assignment.
- 2.4 The Company shall be responsible for obtaining any work or other permits and for ensuring that the Temporary satisfies any medical requirements or other qualifications that may be appropriate or required by law.

### 3. Obligations of the Client

- 3.1 The Client shall specify its exact requirements by providing full details of the work for which the Temporary is required and, in particular, by notifying the Company of any special skills required for such work when placing its order.
- 3.2 The Client shall not allow any Temporary to undertake any work other than that which has been notified by the Client in accordance with clause 3.1 to the Company in placing its order for such Temporary.
- 3.3 The Client shall verify at the time that the Temporary begins to render services for or on behalf of the Client that the Temporary is suitable for the purposes for which he is required and he has the capability to carry out the duties required, including the operation of any machinery and vehicles.
- 3.4 The Client hereby undertakes to comply with all obligations, duties and regulations (whether statutory or otherwise and with prejudice to the generality of the foregoing those relating to the place, nature or system of work) in any way arising from or directly or indirectly connected with the services rendered by a Temporary.
- 3.5 The Client accepts responsibility for ensuring its own satisfaction with the services provided by the Company.
- 3.6 Without prejudice to the generality of clause 3.4 the Client acknowledges that each Temporary introduced or supplied to the Client for purposes which include the driving of vehicles is introduced or supplied to the Client on the Client's express warranty.
- 3.6.1 that it is the holder of a valid operator's license under the Transport Act 1968 where this is required;
- 3.6.2 that it will take all necessary steps to ensure that any Temporary complies with the provisions of the Transport Act 1968 and all other road transport legislation;
- 3.6.3 that it will take all steps that may be required by law in relation to the insurance, maintenance and safety of the vehicles, and will in particular satisfy itself that such vehicles are roadworthy and properly maintained and shall under no circumstances require the Temporary to check such matters; and
- 3.6.4 accepts responsibility for ensuring compliance with agreed journeys, deadline for completions and statutory obligations and in respect of driving licences, tachographs and logbooks.

### 4. Time Sheets

- 4.1 The Temporary shall be paid under the terms of clause 5 as appropriate by the Company.
- 4.2 In order to facilitate payment, the Temporary shall provide to the Company a time sheet signed by the Client which shall be deemed conclusive evidence;
- 4.2.1 that the Client is satisfied with the work carried out by the Temporary;
- 4.2.2 that the Client agrees to and accepts these Terms; and
- 4.2.3 that the Client will pay the charges in accordance with clause 5 of these Terms in full and with out dispute or deduction.
- 4.3 The failure by the Client to sign any time sheet shall not however preclude the Company charging the Client in full for all time actually worked by any Temporary in accordance with these Terms.

### 5. Fees

- 5.1 The Client shall pay to the Company for the introduction of the Temporary:
- 5.1.1 on behalf of the Temporary, the fees, payments and other reimbursements of disbursements to which he is entitled for carrying out work for the Client together with the amount of any national insurance contributions required to be paid by the company;
- 5.1.2 the company's commission for introducing the Temporary to the Client and for arranging the payments falling within clause 5.1.1; this will be a recurring charge for the duration of the Assignment. VAT shall be paid in addition at the prevailing rate where and to the extent applicable.
- 5.2 The Client shall pay to the Company for the supply of a Temporary the hourly charge in respect of each Temporary notified to the Client at the time of booking together with the amount of any national insurance contributions required to be paid by the Company and such travel and other expenses as may be agreed between the Client and the Company. VAT shall be paid in addition at the prevailing rate where and to the extent applicable.
- 5.3 All monies due under these Terms shall be paid by the Client within the agreed payment term. Any breach of this clause 5.3 shall entitle the Company to terminate without prior notice each and every Assignment concluded under these Terms between the Company and the Client.
- 5.4 The Company reserves the right to charge the Client interest in respect of any amount outstanding after the period for payment set out in clause 5.3 (both before and after any judgement) from the date of invoice up to and including the day of payment at the rate of 4% a year above the base rate from time to time of Barclays Bank plc.

### 6. Unsatisfactory Temporary procedure

- 6.1 If the Client, acting reasonably, decides that a Temporary is unsatisfactory to do the work required by the Client (subject at all times to the Client complying with its obligations set out in clauses 3.1 to 3.6) (an "Unsuitable Temporary"), then the Client shall notify the Company in writing of that fact giving full grounds for its dissatisfaction with the Unsuitable Temporary (a "Dissatisfaction Notice"), within 5 working days.
- 6.2 Within 5 working days of receipt by the Company of a Dissatisfaction Notice, the Company shall either:
- 6.2.1 provide a suitable replacement for the Unsuitable Temporary, in which case clause 5 shall continue to apply without interruption;
- 6.2.2 If no suitable replacement is available, inform the Client, in which case clause 5 shall cease to apply in respect of the Unsuitable Temporary with effect from the date on which the Company receives the Dissatisfaction Notice; or
- 6.2.3 if the Company disagrees with the grounds as set out in the Dissatisfaction Notice, inform the Client, in which case the Assignment shall be terminated.
- 6.3 The Client shall give the Company such co-operation as the Company may reasonably request (including but not limited to the production of relevant documents and attendance of witnesses) at the Client's expense.

### 7. Liability and indemnity

- 7.1 Neither the Company nor any of its staff shall be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with the introduction or supply of a Temporary to the Client or with any failure by the Company to introduce or supply a Temporary for all or part of the period booked (save that in the latter case the Client may be entitled to a reduction or a cancellation of the charge payable under clause 5 in accordance with clause 6) and in particular, but without limitation to the foregoing, any such loss, injury, damage, expense or delay arising from or in any way connected with:
- 7.1.1 failure of the Temporary to meet the requirements of the Client for all or any of the purposes for which he is required by the Client (subject to clause 6);
- 7.1.2 any act or omission of a Temporary, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;
- 7.1.3 any loss, injury, damage, expense or delay incurred or suffered by a Temporary;
- 7.1.4 any claim by or on behalf of any individual that there existed during the term of these Terms a contract of employment between the Client and such Temporary; or
- 7.1.5 any income tax, national insurance contributions, interest and/or penalties thereon arising in respect of the Temporary for which the Client may be called upon to account to HM Revenue and Customs and the disallowance of any VAT charged in respect of the services as allowable input tax for the Client; PROVIDED THAT nothing in this clause 7 shall be construed as purporting to exclude or restrict liability of the Company to the Client for personal injury or death resulting from negligence (as defined in the Unfair Contract Terms Act 1977) or any statutory liability or any exclusion or limitation which is prohibited by law.
- 7.2 In consideration of the Company entering into an agreement with the Client into which these terms are incorporated, the Client hereby undertakes to indemnify the Company in respect of any and all liability of the Company for:
- 7.2.1 any loss, injury, expense or delay suffered or incurred by a Temporary, howsoever caused; and
- 7.2.2 any loss, injury, damage, expense or delay suffered or incurred by anyone arising directly or indirectly from or in any way connected with the acts and omissions of a Temporary, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise;
- 7.2.3 any loss, injury or delay suffered or incurred by the Company as a result of any act or omission of the Client.
- PROVIDED THAT this indemnity is given only in respect of any such loss, injury, damage, expense or delay caused during or arising directly out of or in any way connected with an engagement.
- 7.3 The Client acknowledges that the limitations and exclusions of the obligations and liabilities of the Company set out in these Terms are reasonable and reflected in the charges payable to the Company under these Terms and shall accept risk and/or insure accordingly.

### 8. Termination

- 8.1 The Company or the Client may terminate the Assignment of the Temporary by giving the other not less than 24 hours' notice.
- 8.2 Notwithstanding the above clause 8.1 the Client may terminate the Assignment forthwith in the event of gross misconduct by the Temporary.

### 9. Miscellaneous

- 9.1 The Client undertakes not to employ or seek to employ any Temporary but if any Temporary accepts employment with the Client within 3 months of such Temporary carrying out an Assignment with the Client, then the Client shall be liable to pay the Company's current fee as if the Temporary had been introduced by the Company.
- 9.2 The Company reserves the right to review these Terms without prior notice.
- 9.3 These Terms shall be governed and construed in accordance with the laws of England and Wales.