

<b>Definitions:</b>	In these Terms & Conditions Of Business the following definitions apply:
<b>"Assignment"</b>	means the period during which the Candidate is supplied to render services to the Client.
<b>"Client"</b>	means the person, firm or corporate body together with subsidiary or associated company as defined by Companies Act 1985 to whom the applicant is introduced.
<b>"The Company"</b>	means JNF (Employment Recruitment Selection & Conferencing) Ltd. of Ormskirk Business Park, 71-73 New Court Way, Ormskirk, Lancashire, L39 2YT
<b>"Engagement"</b>	means any contract of or for services made between the Client and the Candidate made within 6 months of the introduction of the Candidate to the Client by the Company.
<b>"Candidate"</b>	means the individual whose services are supplied by the Company to the Client.
<b>"Introduction"</b>	means the Client's interview of a Candidate in person or by telephone, following the Client's instruction to the Company to search for a Candidate or the passing to the Client of a curriculum vitae or other information which identifies the Candidate and which leads to an Engagement of that Candidate by the client.

Unless the context otherwise requires, references to the singular include the plural and reference to the masculine includes the feminine and vice versa.

The headings contained in these Terms and Conditions are for convenience only and do not affect their interpretation.

## **1. The Contract**

- a) All staff supplied by The Company are provided under contracts for services and are deemed to be under the direction and control of the client. From the time the worker reports to take up duties and for the duration of the assignment the client agrees to be responsible for all errors and omissions, be they willful negligent or otherwise as though the worker were on the payroll of the client. The client will in all respects comply with all statutes, by-laws, codes of practice and legal requirements to which the client is ordinarily subject, in respect of the client's own staff. Including in particular the provision of adequate Employers and Public Liability Insurance cover for the Candidate during all assignments.
- b) These terms and conditions govern the supply of the Candidate's services by the Company to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or engagement of the Candidate.
- c) No variation or alteration to these Terms and Conditions shall be valid unless approved by the Director of the Company in writing.
- d) Unless otherwise agreed in writing by the Company, these Terms and Conditions prevail over any Terms of business or conditions proffered by the Client.
- e) If a worker is unsatisfactory the Client should contact The Company immediately, and The Company will endeavour to correct the matter or to replace the worker. If the Client notifies The Company within one hour no charge will be made, after one hour the full hourly charge rate will apply.
- f) Temporary to permanent placements shall be agreed between the client and the Company and subject to a 13-week qualifying period. The placement shall be reviewed before the end of the 13-week qualifying period and if a permanent placement is agreed, the client will be subject to introduction fees as outlined in point 5 - introduction fees.

## **2. Charges**

- a) The Client agrees to pay the hourly charges of the Company as notified at the commencement of the Assignment and as may be varied from time during the assignment. The charges are calculated according to the number of hours worked by the Candidate. The charges are comprised mainly of the Candidates remuneration but also include the Company' commission, employer's National Insurance contributions 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 is payable on the entirety of these charges.
- b) The charges are invoiced to the client on a weekly basis and are payable within seven days. The Company reserves the right to charge interest on any overdue amounts at the rate of Natwest Bank from the due date of payment.

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### 3. Time Sheets

a) At the end of each week of an assignment (or at the end of the Assignment where it is for a period of one week or less or is completed before the end of a week) the Client shall sign the Company' time sheet verifying the number of hours worked by the Candidate during that week.

b) Signature of the time sheet by the client indicates satisfaction with the services provided by the Candidate and confirmation of the number of hours worked. Deductions for breaks or meal breaks must be pre-arranged with the management of JNF prior to commencement of the assignment. Failure to sign the time sheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.

### 4. Remuneration

The Company assumes responsibility for payment of the Candidate's remuneration and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Candidate.

### 5. Introduction

The fee payable to the Company by the Client for the introduction of a Candidate, by any contract is calculated as a percentage of the Candidate's first year's anticipated gross salary including wages, guaranteed commissions and bonuses (the fee percentage). VAT is payable on the fee.

The fee percentage of the Candidate's first year's salary will be as follows:

<u>Total Annual Salary</u>	<u>Permanent Placements % Charge</u>	<u>Temporary to Permanent Placements % Charge</u>
Under £10,000	10%	10%
£10,000 - £14,999	12.5%	12.5%
£15,000 & above	15%	15%

In the event that the Engagement terminates before expiry of ten weeks (save where as a result of the Candidate being made redundant by the Client) the fee will be rebated in accordance with the scale set out below provided that the Client notifies the Company of the termination within 3 days of the date of termination.

<u>Period of Employment</u>	<u>% of Credit</u>
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1 week - 5 weeks	50%
5 weeks - 10 weeks	25%

The client only becomes entitled to a rebate where the invoice has been paid by the Client within 14 days of the date on the invoice.

Should the Client or any subsidiary or associated company of the Client engage the Candidate within the period of 6 calendar months from the date of termination or withdrawal of offer of Engagement, then a full fee in accordance with paragraph 5 above becomes payable without entitlement to any refund or rebate.

### 6. Liability

a) Whilst every effort is made by The Company to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from workers and further to provide them in accordance with booking detail. No liability will be accepted by The Company for any loss, expense, damage or delay arising from any failure to provide any particular Candidate. This applies for all or part of the period of booking or from the negligence, dishonesty, misconducts or lack of skill of the Candidates provided.

b) The client shall indemnify and keep indemnified The Company against any costs, claims and liabilities, incurred by The Company arising out of the engagement of the Candidate by the Client.