

RK Accountancy

Terms and Conditions of Business (operating as an Employment Agency)

October 2011

This document sets out the terms and conditions of business on which it is agreed that RK shall provide permanent recruitment services to the client.

1. DEFINITIONS

1.1 In these terms of business the following definitions apply:

"Client" means the person, firm, company or entity, together with any subsidiary or associated company as defined by the Companies Act 1985, to whom a Candidate is supplied or introduced by RK.

"Candidate" means any individual on whose behalf RK effects an Introduction to the Client, including any officer or employee of the Candidate if the Candidate is a limited company.

"Placement" means the engagement, employment or use of the Candidate by the Client or any third party whether on a permanent, temporary or fixed term basis under an agency, license, franchise, partnership or engagement, including an arrangement via a limited company intermediary within a period of 6 months from the date of Introduction.

"Introduction" means the Client's interview of a Candidate in person or by telephone, following the Client's instruction to RK to search for a candidate for a Placement; or the passing to the Client of a curriculum vitae or other information which identifies or enables identification of a candidate and which leads to a Placement.

"RK" means RK Group Limited t/a RK Accountancy of the 4th Floor, 27 Mortimer Street, London, W1T 3BL;

"Vulnerable Person" means anyone who is under the age of 18, the elderly or infirm or anyone in need of care and attention.

"2003 regulations" means the conduct of employment agencies and employment regulations 2003;

"Remuneration" means the relevant Candidate's total remuneration in respect of the first year placement including all salary, emoluments and benefits which form part of the Candidate's gross taxable pay before applying any deductions, exemptions or allowances and where a car or car allowance is provided to the candidate to the sum of £5000 (or the taxable benefit of the car if higher) and this amount will be added to the salary in order to calculate RK's fees.

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

1.3 The headings contained in these terms are for conveniences only and do not affect their interpretation.

1.4 This agreement is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

2. SCOPE OF THE AGREEMENT

2.1 These terms shall be deemed to be accepted by the Client on the Introduction or Placement of any Candidate or a request by the Client that RK introduces a candidate to the Client. These terms apply whether or not the Client for the same type of work for which the Introduction or request for an Introduction was originally made and whether or not the Client is also seeking to fill the relevant vacancy by other means such as internal and external advertising.

2.2 Unless otherwise agreed these terms shall apply to all Introductions and Placements.

2.3 These terms shall be valid with effect from 01 October 2011 and shall supersede all previous terms and conditions agreed between the parties and all other terms issued to the Client by RK.

2.4 No variation or alteration to these terms will be valid unless agreed by a director of RK and the Client and confirmed to the Client in writing.

2.5 Unless otherwise agreed in writing by RK, these terms prevail over any terms of business or purchase conditions proffered by the Client.

2.6 RK is entitled to assume that any employees or agent of the Client has authority to bind the Client and RK is not required to seek confirmation of that authority.

2.7 Should it be agreed between the Client and RK that RK will operate a search and/or selection assignment for the Client these terms and conditions of business will not apply unless otherwise specifically agreed in writing between RK and the Client.

3. STEPS TO BE TAKEN IN CONNECTION WITH EACH PLACEMENT BY THE CLIENT

3.1 Before any Introduction the Client shall provide sufficient information about the Placement to enable RK to select potential candidates as follows:

3.1.1 the identity of the Client and if applicable the nature of the Client's business

3.1.2 the start date for the vacancy and the likely duration of the Placement, if not permanent in nature;

3.1.3 the type the work the Candidate will be required to do, the location and hours of work involved and any risks to health and safety known to the Client in relation to the Placement and the steps the Client has taken to prevent or control such risks.

3.1.4 the experience, training, qualifications or any authorizations which the Client considers necessary, or which the Candidate will be required by law or by a professional body to hold in order to accept the Placement.

3.1.5 whether the Candidate will be required to attend or care for a vulnerable person;

3.1.6 any expenses payable by or to the Candidate.

3.2 The Client agrees:

3.2.1 to notify RK within 7 days of acceptance if a Candidate accepts an offer of a Placement; and

3.2.2 to notify RK within 7 days of the offer of a Placement of the Candidate's proposed basic salary during the first year of the Placement, together with details of all other emoluments and benefits to which the Candidate will be entitled during the Placement, and to provide RK (as evidence of such remuneration and benefits) with a copy of the offer letter to the Candidate and contract of employment in relation to the Placement, or copies of any other documents provided to the Candidate which clearly shows the candidate's remuneration and benefits; and

3.2.3 to pay RK's fee in relation to the Introduction within 14 days of the invoice date.

4. INTRODUCTION FEE

4.1 The fee payable by the Client for the introduction of a Candidate which results in a permanent Placement being accepted by the Candidate will be calculated by reference to the Candidate's Remuneration as follows subject to a minimum fee per Placement of £1,500:

Annual Remuneration	% of Total Remuneration
up to £14,999.99	18
£15,000 to £19,999	20
£20,000 to £34,999.99	25
£35,000.00 and above	30

Where however the Candidate's Remuneration is not known to RK, the fee payable by the Client shall be whichever is the greater of:

4.1.1 a fee calculated in accordance with the table above based on RK's determination of remuneration for comparable positions in the market generally; or

4.1.2 £10,000.

4.2 Where the Introduction of a Candidate results in Placement for a fixed term being accepted by the Candidate the following provisions (and not those at clause 4.1) apply:

4.2.1 where the Introduction of a Candidate results in a Placement for a fixed term being accepted by the Candidate the following provisions (and not those at clause 4.1) apply:

4.2.2 where the Placement is for 6 months or less, the Introduction fee using the table above will be applied to 50% of the % of total remuneration

4.2.3 where the Placement is for more than 6 months, the Introduction fee will be calculated using the table above pro-rated against 12 months (to a maximum of 12 months)

4.2.4 Where a contract is extended, the Introduction fee will be that of the remaining permanent fee as set out in table 4.1 above of the Candidate's annual equivalent Remuneration;

4.2.5 Candidates engaged within 12 months of an introduction by RK Accountancy either directly or indirectly will be considered to have been introduced as a result of our efforts and a fee will be charged as per 4.1

4.2.6 If the Client discloses details of the Candidate to a third party (including but not limited to a subsidiary or associated company of the client) which results in the Placement of the Candidate within 6 months of the Introduction or within 6 months of the end of the Placement whichever is later, the Client will notify RK within 7 days of the Candidate commencing such a Placement and will pay RK a fee as per 4.1

4.2.7 For fee's charged under 4.2.4 or 4.2.5 RK shall have no further obligation to introduce a replacement Candidate or to provide any rebate as per 5.0.

4.3 Where an offer of a Placement has been accepted by a Candidate but is subsequently withdrawn by the Client, the Client shall be liable to RK for a cancellation fee of 50% of the introduction fee provided for in clause 4.1 or clause 4.2 as appropriate.

4.4 VAT is payable on the entirety of charges under clauses 4.1, 4.2 and 4.3.

5.0 REBATE TERMS

5.1 In the event that a Candidate resigns or the Client lawfully terminates a Placement (within 100 days when a fee is paid as per 4.1, or within 12 weeks when the fee is paid contrary to 4.1) for any reason other than redundancy or dismissal without fault on the Candidate's part: RK shall:

5.1.1 Offer a replacement Candidate or rebate fee set out below where the invoice has been paid in full within payment terms set out in 3.2.3.

5.1.2 We will aim to replace a Candidate immediately, if RK Accountancy are used on an exclusive basis and we fail to find a suitable replacement within 14 days then a rebate will be offered as set out in 5.2

5.1.3 For the avoidance of doubt where a fee has been pro rated then the periods set out in 5.1 will also be pro-rated.

5.2 Where the fee paid or payable is as per 4.1:

Duration of Placement	Percentage of Fee
Less than 100 days	100

Where the fee paid or payable differs to those set out in 4.1:

Duration of Placement	Percentage of Fee Repayable
Less than 2 weeks	100
2 weeks to 3 weeks 6 days	75
4 weeks to 6 weeks 6 days	50
7 weeks to 9 weeks 6 days	30
10 weeks to 12 weeks	10

No such Introduction shall be arranged or free replacement provided or rebate granted unless

- 5.2.1 The Client has provided satisfactory evidence to RK of the reason for the termination of the Placement;
- 5.2.2 The Client does not re-engage the Candidate within a period of 12 months from the termination of the Placement. For the avoidance of doubt, if RK has opted to try to Introduce a replacement Candidate to the Client but has not been able, following use of reasonable endeavours, to Introduce a replacement Candidate to the Client in accordance with this clause within 6 months of being notified of the termination of a permanent Placement by the Client in accordance with this clause, RK shall have no further obligation to introduce a replacement Candidate or to provide any rebate.
- 5.3 RK reserves the right to charge interest on any overdue amounts at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.
- 5.4 Where the Client fails to notify RK of the fact that a Candidate has been employed by either the client or a third party following an Introduction in accordance with clause 4.2 or clause 3.2.1 as appropriate, RK reserves the right to charge interest at the rate of 8% per annum above the base rate from time to time of the Bank of England from the date on which the Client should have notified RK pursuant to clause 4.2 or clause 3.2.1 until the date on which an invoice is issued by RK for the Introduction fee payable under clause 4.1 or 4.2 or 4.3.
- 5.5 The Client will indemnify RK in full for all costs, charges and expenses incurred by RK in recovering any outstanding charges. In addition to interest and any legal costs ordered by a court, and without prejudice to any other rights or remedies available to RK, if the invoice remains outstanding on the eighth day following receipt, RK reserves the right to require the Client to pay the higher of the sum of £125 plus VAT or 10% of the total outstanding charges by way of liquidated damages and as a contribution to the administrative costs incurred by RK in relation to the outstanding charges.

6. STEPS TO BE TAKEN BY RK IN CONNECTION WITH EACH CANDIDATE

- 6.1 In relation to each Candidate whose details are supplied to the Client RK shall provide:
 - 6.1.1 Confirmation of the identity of the Candidate and that evidence of identity has been checked;
 - 6.1.2 confirmation that the Candidate has the experience, training, qualifications and/or authorisation that the Client has confirmed it considers necessary or which the Candidate is required by law or any professional body to hold to carry out the Placement and which have been notified to RK under clause 3 above;
 - 6.1.3 Confirmation that the Candidate wishes to be considered for the Placement.
- 6.2 If the Placement will require the Candidate to have qualifications or authorisation and/or work with any Vulnerable Person RK will confirm to the Client that it has made reasonable efforts to:
 - 6.2.1 Check that the Candidate holds the necessary qualifications and authorisations; and
 - 6.2.2 Obtain references from two people not connected to the Candidate and who have consented to their references being disclosed to the Client; and
 - 6.2.3 Carry out such checks as are necessary for it to be determine that the Candidate is not unsuitable to attend to or care for Vulnerable Persons.

7. LIABILITY

- 7.1 RK shall make all reasonable efforts to ensure that Candidates supplied to the Client are suitable and have the necessary skills and competence for the Placement concerned. However RK cannot accept any liability for any loss, expense, damage or delay arising from any failure to identify a suitable candidate for a Placement, from a Placement ending prematurely or from any negligence, misrepresentation, dishonesty, misconduct or lack of skill on the part of a Candidate. This exclusion does not apply to any liability for death or personal injury arising from RK's own negligence or to any liability not capable of being excluded by virtue of any statutory provision.
- 7.2 RK accepts no responsibility for the accuracy of the information supplied pursuant to clauses 6.1 and 6.2 of these terms. The Client is responsible for assessing the suitability of a Candidate and for verifying that a Candidate has the necessary qualifications or authorisation required by law or a professional body in order to carry out the Placement. The Client is also responsible for ensuring that it has any necessary licences, permits or consents to enable a Candidate to work in a particular Placement in the place where they are engaged to work, including any necessary work

permits, and for the arrangement of a medical examination or investigating a Candidate's medical history.

- 7.3 The Client shall indemnify RK and keep RK indemnified against any costs, claims or liabilities incurred by RK arising out of any breach of this agreement by the Client or as a result of any loss, expense, damage or delay arising from a Placement (save in relation to liability for death or personal injury arising from RK's own negligence).
- 7.4 The Client undertakes that if it becomes aware of any circumstances which would make it detrimental to the interests of a Candidate to accept a Placement it will inform RK immediately.
- 7.5 RK's liability for any breach or these terms of for any liability for its negligence or otherwise (save to the extent that such results in death of personal injury).

8. ADVERTISING

By engaging RK to introduce a Candidate to the Client, the Client authorises RK to advertise the role or roles for which the Introduction of the Candidate is made to the Client.

9. TERMINATION

Subject to the provision relating to payment of Introduction fees pursuant to clause 4 above this agreement may be terminated at any time by the Client or RK without notice or liability.

10. NON-SOLICITATION

During this agreement and for 12 months following the date of the end of the last Introduction or Placement, whichever is the later, the Client shall not:

- 10.1 Solicit, entice away or endeavour to entice away any employee of RK with whom the Client has had material dealings and who is employed by RK ("Restricted Employee*"); or
 - 10.2 Employ or otherwise engage any such Restricted Employee.
- In the event that the Client is in breach of its obligations under this clause 10, the Client will be liable to RK for a fee of £10,000.

RK Accountancy

Terms and conditions of Business (operating as an Employment Business)

October 2011

This document sets out the terms and conditions of business on which it is agreed that RK shall provide temporary staff services to the client. RK acts as an employment business as defined by the 2003 Regulations in providing temporary staff services to the client.

1. Definitions

1.1 In these terms of business the following definitions apply.

"Assignment" means the supply by RK of the Temporary Worker to render services to the client for such period as is agreed between RK and the client.

"AWR" means the Agency Workers Regulations 2010

"Client" means the person, firm, company or entity, together with any subsidiary or associated company as defined by the Companies Act 1985, to which a Temporary Worker is supplied or introduced by RK.

"Information request" means a request made by a Temporary Worker to RK or the Client in accordance with AWR

"Introduction" means the client's interview of a Temporary Worker; and/or presentation of a Temporary Worker by RK to the Client, including but not limited to passing to the client a curriculum vitae or other information which identifies or enables identification of a Temporary Worker.

"Relevant Period" means the period of 14 weeks from the start of the first assignment of a Temporary Worker (and the new assignment where there has been a break of more than 42 days since the end of the previous assignment shall also be considered to be the "first assignment" for these purposes) or the period of 8 weeks from the day after the last day on which a Temporary Worker worked on an assignment, whichever period ends the later.

"Remuneration" means the relevant Temporary Worker's total remuneration in respect of the first year of their employment or engagement by the client (if applicable), including all salary, emoluments and benefits which form part of the Temporary Worker's gross taxable pay before applying any deductions, exemptions or allowances and the sum of £5,000 where a car allowance is provided to the Temporary Worker.

"RK" means RK Group Limited t/a RK Accountancy of 4th Floor, 27 Mortimer Street, London, W1T 3BL

"Supply" means the supply of a Temporary Worker or Temporary Workers to the client by RK on an assignment and "supplied" shall be construed accordingly where the context so allows.

"Temporary Worker" means any individual in respect of whom RK effects an introduction to the Client or whose services are supplied by RK to the client.

"Vulnerable Persons" means anyone who is under the age of 18, the elderly or infirm or anyone in need of care and attention,

"Qualifying Rights" means rights acquired by a Temporary Worker after a 12 week qualifying period as defined under the AWR

"2003 Regulations" means The Conduct of Employment Agencies and Employment Businesses Regulations 2003

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

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

1.4 These terms of business are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.

2. SCOPE OF THIS AGREEMENT

2.1 These terms of business (together with any subsequent amendments agreed between RK and the Client and recorded in writing) constitute the entire agreement between RK and the Client for the supply of Temporary Worker's services by RK to the client and shall be deemed to be accepted by the client upon either an introduction; a supply; the engagement of a Temporary Worker by the client under a contract of service, a contract for services or otherwise; or the passing by the client of any information about a Temporary Worker to any third party following an introduction.

2.2 Unless otherwise agreed this agreement shall apply to all future introductions and assignments.

2.3 These terms shall be valid with effect from 01 October 2011 and shall supersede all previous terms issued to the client from RK

2.4 No Variation or alteration to this agreement shall be valid unless agreed by a director of RK and the client and confirmed by the client in writing.

2.5 Unless otherwise agreed in writing by RK, the terms of this agreement prevail over any terms of business or purchase conditions pre-offered by the client.

2.6 RK is entitled to assume that any employee or agent of the client has authority to bind the client and RK is not required to seek confirmation of that authority.

3. INFORMATION PROVIDED BY THE CLIENT IN CONNECTION WITH EACH ASSIGNMENT

3.1 Before any introduction is made or the services of any Temporary Worker are provided to the client under the terms of this agreement, the client shall provide sufficient information about the assignment and the nature of the work required to enable RK to select appropriate workers as follows:

3.1.1 The identity of the client and the nature of the client's business.

3.1.2 The start date of the assignment and its duration or likely duration

3.1.3 The type of work the Temporary Worker will be required to do, the location and hours of work involved and any risks to health and safety known to the client in relation to the assignment and the steps the client has taken to prevent or control such risks;

3.1.4 The experience, training, qualifications or any authorisation which the client considers necessary, or which the Temporary Worker is required either by law or by a professional body to hold in order to undertake the assignment.

3.1.5 Details of the client's requirements concerning conduct and standards of Temporary Workers.

3.1.6 Whether the Temporary Worker will be required to work or care for a vulnerable person; and

3.1.7 Any expenses payable by or to the Temporary Worker.

3.2 To enable RK to comply with its obligations under the AWR;

3.2.1 Before the commencement of an Assignment the Client will notify RK if the Temporary Worker has previously carried out work for the Client at any time after 1 October 2011, whether as a Temporary Worker supplied to the Client by the RK or by any other temporary work agency or third party and will provide details of the dates of any and all previous Placements, the duties performed by the Temporary Worker, the rate of pay paid to the Temporary Worker in respect of each assignment and any benefits provided to him and the location at which the Temporary Worker worked;

3.2.2 The Client shall, upon being requested to do so by RK, provide RK with reasonable assistance (including providing RK with all relevant information etc) to enable RK to verify that the rights of the Temporary Worker under the AWR are complied with, and that any Temporary Worker who has acquired Qualifying Rights receives basic pay, shift pay, overtime, rest breaks and any bonuses to which they are entitled under the AWR;

3.2.3 Before any Temporary Worker commences an assignment for the Client, the Client shall provide the Temporary Worker with a copy of the relevant sections of the Client's Handbook (or equivalent) or details of the Client's facilities available to the Temporary Worker and details of how to access information about vacancies and any other documents or policies notified by the Client from time to time.

3.2.4 The Client shall, as soon as reasonably practicable (and within 7 days in each and every case), inform RK if it reasonably believes any Temporary Worker supplied by it may not be receiving any equal rights that they are entitled to, or provision has not been made for any Temporary Worker to receive such rights, under the AWR.

4. STEPS TO BE TAKEN BY RK IN CONNECTION WITH EACH TEMPORARY WORKER.

4.1 In relation to each Temporary Worker provided for an assignment, RK will provide to the client;

4.1.1 Confirmation of the identity of the Temporary Worker.

4.1.2 Confirmation that the Temporary Worker has the experience, training, qualifications and any authorisation that the client has confirmed it considers necessary or which the Temporary Worker is required by law or any professional body to hold to carry out the assignment and which has been notified to RK under clause 3.

4.1.3 Confirmation that the Temporary Worker will be engaged by RK under a contract for services,

4.1.4 Confirmation that the Temporary Worker is willing to provide his/her services under the assignment of the client; and

4.1.5 Confirmation that RK is not aware of any fact which would make it detrimental to the interests of either the Temporary Worker or the client for the assignment to proceed.

4.2 If the Temporary Worker is required by law or any professional body to have any qualifications or authorisations to work on the assignment and/or is to work with the care of any vulnerable person, RK will take reasonable steps to:

4.2.1 Obtain copies of any relevant qualifications and/or authorisations for the assignment.

4.2.2 Obtain references from two people not connected to the Temporary Worker and who have consented to their references being disclosed to the client; and

4.2.3 Determine that the Temporary Worker is not suitable to work with vulnerable persons.

4.3 If RK has been unable to complete the checks in clause 4.2 before the Temporary Worker's details are submitted to a client or an assignment commences RK shall notify the client of the steps taken and keep the client informed of progress.

4.4 If before or after an assignment begins RK receives or obtains information which gives it reasonable grounds to believe that a Temporary Worker is or may not be suitable for an assignment that information shall be provided to the client and if appropriate the assignment will be terminated immediately by RK removing the Temporary Worker from the assignment. In such circumstances RK will have no liability but will seek, so far as is reasonably possible, to provide a suitable alternative Temporary Worker for the client.

5 CHARGES

5.1 During the assignment, the client agrees to pay the hourly charges of RK as notified to the client at the commencement of the assignment and as may be varied from time to time during the assignment. The charges are calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour) and vary according to the grade and/or category of Temporary Worker supplied. The charges are comprised mainly of the

Temporary Worker's remuneration (including holiday pay) but also include RK's margin and employer's national insurance contributions. In addition, RK shall be entitled to charge the client in respect of travel, hotel or other incidental expenses necessarily incurred by RK in provision of the Introduction or supply services under this agreement (excluding advertising costs) or incurred by the Temporary Worker where those expenses are recoverable from the client by RK. Expenses will wherever possible be agreed with the client but if there is no such agreement the client shall pay such expenses as are reasonable.

5.2 VAT is payable on the entirety of charges under clauses 5.1 and 5.2

5.3 The charges are payable by the client direct to RK within 21 days of the date of invoice. RK reserves the right to charge interest on any overdue amounts at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

5.4 the client will indemnify RK in full for and against all costs, charges and expenses incurred by RK in recovering any outstanding charges. In addition to interest and any legal costs ordered by a court, and without prejudice to any other rights or remedies available to RK, if the invoice remains outstanding on the eighth day following receipt, RK reserves the right to require the client to pay the higher sum of £125 plus VAT of 10% of the total outstanding charges by way of liquidated damages and as a contribution to the administrative costs incurred by RK in relation to the outstanding charges.

5.5 There are no rebates payables in respect of RK's charges.

6. TIMESHEETS

6.1 at the end of each week of an assignment (or at the end of an assignment where it is for a period of one week or less or completed before the end of the week) the client shall sign a time sheet in such form as RK requires verifying the number of hours worked by the Temporary Worker during that week and shall give the signed timesheet to the Temporary Worker or directly to RK

6.2 The client shall not be entitled to decline to sign a timesheet on the basis that he is dissatisfied with the work performed by the Temporary Worker. In cases of unsatisfactory work the client should apply the provisions of clause 12 below. In the event that the client fails to sign a timesheet the Temporary Worker's record of his/her hours will be accepted as conclusive and the client will be charged on the basis of such hours.

7. REMUNERATION

RK shall be responsible for payment of the Temporary Worker's remuneration including holiday pay, and where appropriate, for the deduction and payment of class 1 National Insurance contributions and PAYE income tax under section 44-47 of the Income Tax (Earnings and Pensions) Act 2003.

8. INTRODUCTION/TRANSFER FEES

8.1 In the event that:

8.1.1 the client directly employs or engages a Temporary Worker following a supply, or a Temporary Worker is supplied to the client by a different employment business following a supply, in each case within the duration of the assignment or within the relevant period; or

8.1.2 there is an introduction of a Temporary Worker to the client which does not result in the supply of that Temporary Worker by RK to the client, but which leads to the engagement of the Temporary Worker by the client (on any basis whatever, whether permanent, temporary, under a contract for service or for services, via a limited company or otherwise) either directly or pursuant to being supplied to the client by a different employment business, within 12 months from the date of introduction by RK.

The client shall either:

- A. Elect upon giving 7 days notice to RK to take an extended period of hire of the Temporary Worker being 52 weeks during which the client shall pay the current hourly rate agreed pursuant to clause 5.1 above or, if none is agreed, £25 per hour, or
- B. Pay to RK a transfer fee or an introduction fee (as appropriate) calculated as follows;
 - i. if the client employs or engages the Temporary Worker directly following an Introduction or supply, the fee will amount to 18% of the remuneration if the remuneration is below £15,000 or an amount equal to 20% of the remuneration if the remuneration is between £15,000 and £19,999 inclusive or an amount equal to 25% of the

remuneration if the remuneration is between £20,000 and £34,999 inclusive or an amount equal to 30% of the remuneration if the remuneration is £35,000 or above, or

- ii. if the Temporary Worker is supplied to the client via a different employment business, the fee will be RK's hourly rate charges applicable to the Temporary Worker in question multiplied by 400. Where no hourly rate has been quoted or agreed by RK or is unknown, the transfer/introduction fee will be reference to an hourly rate of £25.

8.2 The client and RK agree that if the client does not give notice specified in (a) above before the temporary worker is engaged by the client, the applicable transfer/introduction fee specified in clause (b) above shall be payable.

8.3 In the event that there is an introduction of a temporary worker to the client which does not result in the supply of that temporary worker by RK to the client, but the temporary worker is introduced by the client to a third party which results in the engagement of the temporary worker by the third party (on any basis whatever, whether permanent, temporary, under a contract for services or for services, via a limited company or otherwise) within 6 months from the date of the introduction, the client shall pay RK an introduction fee calculated as follows : RK's hourly charges applicable to the temporary worker in question multiplied by 400. Where no hourly rate has been quoted or agreed by RK or is unknown, the introduction fee will be calculated by reference to an hourly rate of £25.

8.4 In the event that a temporary worker supplied to the client is introduced by the client to a third party, and this results in the engagement of such temporary worker by the third party within the relevant period (on any basis whatever, whether permanent, temporary, under a contract for services or for services, via a limited company or otherwise), the client shall pay to RK a transfer fee calculated as follows: RK's hourly charges applicable to the temporary worker in question multiplied by 400. Where no hourly rate has been quoted or agreed by RK or is unknown, the introduction fee will be calculated by reference to an hourly rate of £25.

8.5 For the avoidance of doubt, there shall be no refund of any transfer fee and no entitlement to a free replacement if the temporary workers engagement by the client or any third party is subsequently terminated for any reason.

In the event that the client engages or employs a temporary worker directly following an introduction or supply by RK, the client will notify RK within 7 days of the offer of employment or engagement of the temporary worker's proposed basic salary and remuneration, together with details of all other emoluments and benefits to which the temporary worker will be entitled and will provide RK (as evidence of such remuneration and benefits) with a copy of the offer letter to and contract of employment of the temporary worker, or copies of any other documents provided to the temporary worker which clearly shows the temporary workers remuneration and benefits.

8.6 VAT is payable by the client in addition to any transfer or introduction fee due.

9. LIABILITY

9.1 RK shall make all reasonable efforts to ensure that temporary workers supplied to the client are suitable and have the necessary skills and competence to undertake the assignment. However, RK cannot accept any liability for any loss, expense, damage or delay arising from any failure to provide any temporary worker, from an assignment ending prematurely or from negligence, dishonesty, misconduct or lack of skill of a temporary worker. This exclusion does not apply to liability for death or personal injury arising from RK's own negligence.

9.2 RK accepts no responsibility for the accuracy of the information supplied pursuant to clauses 4.1 and 4.2 of these terms. The client is responsible for assessing the suitability of a temporary worker and for verifying that a temporary worker has the necessary qualifications or authorisation required by law or a professional body in order to carry out the assignment. The client is also responsible for ensuring that it has any necessary licences, permits or consents to enable a temporary worker to work a particular assignment in the place where they are engaged to work.

9.3 Temporary workers are engaged by RK under contracts for services. They are not the employees of RK and will be under the supervision, direction and control of the client throughout each assignment.

9.4 The client agrees to be responsible for all acts, errors or omissions of the temporary worker, whether wilful, negligent or otherwise, as though he was the clients own employee. The client will also comply in all respects with all

statutory requirements including, but not limited to, the working time regulations 1998, and all other health and safety at work regulations to which the client is ordinarily subject in respect of the clients own employees (excluding the matters specifically mentioned in clause 7 above) including in particular the provision of adequate employers and public liability insurance cover for the temporary worker during all assignments.

9.5 The client shall advise RK of any special health and safety matters about which RK is obliged to inform the temporary worker and about any requirements imposed by law or by any professional body which must be satisfied if the temporary worker is to fulfil all assignment

9.6 The client will supply any information about the assignment reasonably requested by RK in order to assist RK to comply with it regulations under the Working Time Regulations 1998 and the client will not do anything to cause RK to be in breach of its obligations under the Working Time Regulations 1998.

Where the client requires or may require services of a temporary worker for more than 48 hours in any week, the client must notify RK of this requirement before the commencement of that week.

9.7 The client undertakes that if it becomes aware of any circumstances which would make it detrimental to the interest of a temporary worker to carry out an assignment it will inform RK immediately

9.8 The client shall indemnify RK and keep RK indemnified against any costs, claims or liabilities incurred by RK arising out of any assignment or arising out of any non-compliance with clauses 9.3 – 9.6 above inclusive and/or as a result of any breach by the client of any clause of this agreement.

9.9 RKs liability for any breach of these terms or from any liability for its negligence or otherwise, (save to the extent that such liability is not capable of being limited by virtue of a statutory provision including but not limited to liability for death or personal injury arising from RK's negligence) shall not exceed RK's commission margin for the introduction or supply of the relevant temporary worker and RK will not be liable in relation to any matter (subject to the foregoing qualification in this clause) not reported by the client in writing within 3 days of its occurrence or the clients discovery of its occurrence

10. ADVERTISING

By asking RK to introduce or supply a temporary worker to the client for a particular assignment the client authorises RK to advertise such assignment,

11. INDUSTRIAL ACTION

The client warrants that no temporary worker will be used to perform the duties normally performed by a worker or employee of the client who is taking part in an official strike or other official industrial action or to perform the duties normally performed by any other worker or employee of the client who has been assigned by the client to perform the duties normally performed by any worker or employee of the client who is taking part in an official strike or other official industrial action.

12. TERMINATION

12.1 The client undertakes to supervise the temporary worker sufficiently to ensure the clients satisfaction with the temporary workers standards of workmanship. If the client reasonably considers that the services of the temporary worker are unsatisfactory, the client may terminate the assignment either by instructing the temporary worker to leave the assignment immediately, or by directing RK to remove the temporary worker. RK may charge a cancellation fee depending on the particular circumstances. Before an assignment is terminated the client shall first give notice to RK and RK shall have the right to replace the temporary worker in question with another individual acceptable to the client.

12.2 RK shall have the right to terminate an assignment without prior notice and without liability if it is unable to continue to provide the temporary workers services, or the services of another individual acceptable to the client, for reasons beyond its control or if RK obtains information which gives it reasonable grounds to believe that a temporary worker supplied to the client is unsuitable for the assignment.

12.3 the client should notify RK immediately and without delay and in any event within 24 hours if a temporary worker failed to attend for an assignment or notifies the client if he/she is unable to attend the assignment for any reason.

12.4 This agreement may be terminated at any time by RK giving the client not less than 7 days notice in writing.

12.5 Notwithstanding clause 12.4 above, RK may terminate this agreement and all assignments immediately without notice if the client is in breach of any of the terms and business contained herein.

13. NON-SOLICITATION

During this assignment and for 12 months following the date of the end of the last assignment, the client shall not

13.1 solicit, entice away or endeavour to entice away any employee of RK with whom the client has had material dealings and who is employed by RK ("Restricted Employee") or

13.2 employ or otherwise engage such restricted employee.

In the event that the client is in breach of its obligations under this clause 13, the client will be liable to RK for the fee of £10,000.

INFORMATION REQUEST BY TEMPORARY WORKER

14.1 RK will throughout the duration of this agreement notify the Client as soon as reasonably practicable (and in any event no later than 5 working days after receipt) that the Temporary Worker has made an Information Request.

14.2 The Client will be responsible for responding to an Information Request, or any part of an Information Request that relates to a Temporary Worker's access to information or facilities at the Client's premises, or access to collective facilities or amenities provided by the Client and will respond to the request within 7 days and will send a copy of the response to RK at the time the reply is sent to the Temporary Worker.

14.3 R K will be responsible for responding to an Information Request, or any part of an Information Request that they receive that relates to the Temporary Worker's pay and working conditions subject always to the Client's obligations under this Clause 10 to provide such assistance and information as is necessary to enable RK to do so.

14.4 The Client agrees that it will provide such assistance as is reasonably necessary to enable RK to respond to an Information Request and will provide comments on the terms of any draft response prepared by the RK within 5 working days of being requested to do so and in particular will provide any and all information required to enable RK to inform the Temporary Worker of any relevant information which explains the basis on which it is considered that any potentially comparable permanent employee is or is not comparable.

14.5 If the Client receives an Information Request from a Temporary Worker, it will notify the RK as soon as practicable and in any event no later than 5 days after receipt and will not respond directly to any such request without the consent of RK. RK reserves the right to respond on the Client's behalf in relation to any request made by a Temporary Worker concerning the Temporary Worker's pay and conditions.

15. PREGNANT WORKERS

15.1 RK will notify the Client if it becomes aware that the Temporary Worker on Placement with the Client (or being considered for placement) is pregnant, has given birth within the last six months, or is breastfeeding, subject to the Temporary Worker giving her consent to this.

15.2 The Client will conduct a health and safety risk assessment of the work undertaken by the Temporary Worker. If there is a health and safety risk, the Client will notify RK.

15.3 If it is reasonable to do so, the Client will make an adjustment to remove the risk. If it is not reasonable for the Client to make an adjustment, RK will offer the Temporary Worker alternative work, or if that is not possible, pay her in accordance with its obligations under the AWR 2010.

15.4 RK will pay any Temporary Worker who has acquired Qualifying Rights paid time off to attend ante-natal appointments but RK shall recharge the cost of such time to the Client..