

STREAMLINE SERVICES

Consultancy Ltd

Aerzen House
Langston Road

Loughton

Essex IG10 3SL

Tel: 020 8508 6100

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TIMESHEET

Temp's Name

Email: payroll@streamlineservices.co.uk

Web: www.streamlineservices.co.uk

**PLEASE COMPLETE AND RETURN THIS TIMESHEET NO LATER THAN 10:00am
THE FOLLOWING MONDAY SIGNED BY THE CLIENT'S REPRESENTATIVE**

Week Commencing Monday

START	START	LUNCH	FINISH	Basic Hours	Overtime
MONDAY					
TUESDAY					
WEDNESDAY					
THURSDAY					
FRIDAY					
SATURDAY					
SUNDAY					

TEMP'S SIGNATURE DATE / /	TOTAL HOURS		
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Client

Address

..... Postcode

NOTICE TO CLIENTS

We certify that the above-mentioned temporary worker has attended for assignment with us at the stated times and to our satisfaction. We agree to be bound by The Terms and Conditions of the Company.

Signed Print Name

IMPORTANT INFORMATION

Part 1 (White) return to Agency: Part 2 (Yellow) retained by Client: Part 3 (Pink) retained by Temporary

Terms and Conditions for the Supply of Temporary Staff

1 DEFINITIONS

- 1.1 In these Conditions of Business the following definitions apply:-
- "Agency"** means Streamline Services Consultancy Limited (Company number 05107866) whose Registered office is situate at Connaught House, 112-120 High Road, Loughton, Essex IG10 4JU.
- "Applicant"** means any person, firm or corporate body Introduced by the Agency to a Client for an Engagement or Assignment, whether or not the person Introduced was previously known to the Client. The term "Applicant" shall include any officer, employee or other representative of the Applicant when the Applicant is a limited company and shall also include any employee of the Agency with whom the Client has dealt during the course of the provision of services by the Agency to the Client.
- "Assignment"** means the period during which a Contractor or Temporary Worker is supplied by the Agency to render services to the Client pursuant to a contract for services between the Contractor and the Client.
- "Client"** means the person, firm or corporate body together with any subsidiary or associated Company (as defined by the Companies Acts) referred to on the front page of these Conditions.
- "Conditions"** means the terms and conditions printed herein.
- "Contract"** means the contract entered into by the Agency and the Client.
- "Contractor"** means the Applicant when the Applicant is a limited company and shall also include any Assignment (and save where otherwise indicated, includes any officer, employee or representative thereof and any third party to whom the provision of services to the Client is assigned or sublet with the prior approval of the Client).
- "Engagement"** means the engagement, employment or use of an Applicant other than for an Assignment; means the limited contract between the Applicant as an officer employee or representative and "Engaged" and "Engagements" shall be construed accordingly.
- "Introduction"** means (i) the Client's interview of an Applicant in person or by telephone or (ii) the passing to the Client of information with an Application with the Applicant's name on it, or on an Assignment and "Introduced" or "Introduces" shall be construed accordingly.
- "Relevant Period"** means a period of 6 months from the last day of an Assignment.
- "Remuneration"** means the gross annual taxable emoluments payable to or receivable by an Applicant as a result of an Engagement and includes base salary or fees, guaranteed and/or anticipated earnings, incentive, commission, bonus, pension contributions, the benefit of a company car, any allowance and all other payments. Where a company car is provided, a notional amount of £4,000 will be added to the salary in order to calculate the Agency's fee.
- "Temporary Worker"** means an individual Introduced by the Agency to render services to the Client during an Assignment.

1.2 Unless the context otherwise requires the singular include the plural.

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

2 THE CONTRACT

- 2.1 The Contract is subject to these Conditions.
- 2.2 These Conditions constitute the entire contract between the Agency and the Client and are accepted by the Client upon signature and return by the Client to the Agency, or in the event that the Client fails to sign and return the Conditions, are deemed to be accepted by the Client upon the Introduction or the Engagement of an Applicant by the Client.
- 2.3 No terms or conditions apply to the Contract other than these Conditions.
- 2.4 These Conditions may not be varied except in writing signed by the Company.
- 2.5 The Agency admits that its decision to enter into a Contract has not been influenced by any oral statement as to the effect of these Conditions or by any oral statement that is inconsistent with any of these Conditions or which purports to offer anything different from any of these Conditions.

INTRODUCTION OF PERMANENT STAFF

3 INTRODUCTIONS

- 3.1 The Agency shall endeavour to Introduce Applicants to the Client. Introductions of Applicants are confidential. The Agency shall refer to the Client to a third party of any details regarding an Applicant Introduced by the Agency which results in an Engagement with that third party within 12 months of the Introduction renders the Client liable to payment of the Agency's fee as set out in clause 4.3 with no entitlement to a refund; and where the amount of the actual Remuneration is not known the Agency will charge a fee calculated in accordance with clause 4.3 based on the Agency's reasonable estimate of the likely Remuneration applicable for the position in which the Applicant has been Engaged.

4 NOTIFICATION AND FEES

- 4.1 The Client agrees to notify the Agency immediately of any offer of an Engagement which it makes to an Applicant, to notify the Agency immediately that its offer of an Engagement has been accepted and such notice will include details of the Remuneration and commencement date to the Agency.
- 4.2 Except in the circumstances set out below, the Agency shall be entitled to incur by the Client until the Applicant commences the Engagement when the Agency will render an invoice to the Client for its fees.
- 4.3 The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is calculated in accordance with the Agency's scale of fees as set out below. VAT will be charged on the fee.
- 4.3.1 15% of the Remuneration where the Remuneration is £29,999 or less;
- 4.3.2 17.5% of the Remuneration where the Remuneration is £30,000 to £39,999.00;
- 4.3.3 20% of the Remuneration where the Remuneration is £40,000.00 or above.
- 4.4 The fee is payable within 7 days from the date of invoice. The Agency reserves the right to charge interest on overdue amounts at the rate of 10% per annum from the date on which the fee became payable until the date of payment.
- 4.5 In the event that the Engagement is for a fixed term of less than 12 months, the fee specified in clause 4.3 will apply subject to the addition of any amount set out below. VAT will be charged on the fee.
- 4.5.1 In the event that the initial Engagement is for a fixed period of 6 months or less, the fee specified in clause 4.3 shall be reduced by 50%.
- 4.5.2 In the event that the initial Engagement is for a fixed period of more than 6 months, the fee specified in clause 4.3 shall apply pro rata, according to the length of the Engagement as a proportion of a one year period.
- 4.5.3 If the Engagement extends beyond the initial fixed term or if the Client re-engages the Applicant within 6 months from the date of termination of the initial Engagement, the Client shall be liable to pay a further fee as set out in this clause based on the Remuneration applicable during any subsequent new Engagement or Engagement extension period. The total maximum fee for the Engagement of an Applicant or series of Engagements of an Applicant shall be based on a 12 month Engagement period.
- 4.6 Except where the Client agrees to pay a fee as a result of a test of its ability to employ by the Applicant to satisfy pre-employment reference or medical checks, if after an offer of Engagement has been made to the Applicant and the Client decides to withdraw it before commencement of the Engagement the Client shall be liable to pay the Agency the fee specified in clause 4.3 in any event plus VAT at the prevailing rate with no entitlement to a refund.

5 REFUNDS

- 5.1 In order to qualify for the refund specified in clause 4.2, the Client must pay the Agency's fee within 7 days of the date of invoice and must notify the Agency in writing of the termination of the Engagement within 7 days of its termination.
- 5.2 Subject to any other provisions in these Conditions which specify when refunds shall not apply and to clause 4.1, if the Engagement terminates before the expiry of 8 weeks from its commencement, (except where the Applicant is made redundant or his Engagement terminates by reason of ill health), the fee will be refunded in accordance with the scale of refund which the Applicant leaves.

Week in which the Applicant leaves	Percentage of fee refunded
0 to 4 weeks after commencement of the Engagement	90%
More than 4 weeks but less than 8 weeks	50%
More than 8 weeks but less than 10 weeks	25%
More than 10 weeks but less than 12 weeks	10%

6 SUITABILITY AND REFERENCES

- 6.1 The Agency endeavours to ensure the suitability of any Applicant Introduced to the Client by obtaining confirmation of the Applicant's identity; that the Applicant has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and that the Applicant is willing to work in the position in which the Client seeks to fill.
- 6.2 Notwithstanding clause 6.1 above the Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant to it or the Agency before engaging such Applicant. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements, qualifications or permission required to be satisfied by the Client in England or elsewhere.
- 6.3 To enable the Agency to comply with its obligations under clause 6.1 above the Client undertakes to provide to the Agency details of the position which the Client seeks to fill, including the type of work that the Applicant would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or by any professional body for the Applicant to possess in order to work in the position; the risks to health and safety to which the Client and what steps the Client has taken to prevent or control such risks. In addition the Client shall provide details of the date the Client requires the Applicant to commence, the duration or likely duration of the work; the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that the Applicant would be entitled to give and receive to terminate the employment with the Client.

7 LIABILITY

- 7.1 The Agency shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Agency seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of the Agency to introduce any Applicant. For the avoidance of doubt, the Agency does not accept liability for death or personal injury arising from its own negligence.

INTRODUCTION OF TEMPORARY WORKERS

8 INFORMATION TO BE PROVIDED

- 8.1 When informing the Agency of a temporary recruitment requirement, the Client shall inform the Agency of the nature of its business, the date on which it requires a Temporary Worker to commence work and the likely duration of any Assignment, a description of the position which the Client seeks to fill including location, hours of work, any risks to health and safety known to the Client and the steps the Client has taken to prevent or control such risks, details of the experience, training, qualifications and any authorisation which the Client considers are necessary or which are required by law or by any professional body to allow a Temporary Worker to work in the position that the Client has available, and details of any expenses payable to the Temporary Worker.
- 8.2 When making an Introduction of a Temporary Worker to the Client the Agency shall inform the Client of the identity of the Temporary Worker shall confirm that the Temporary Worker is willing to perform the Assignment.

9 CHARGES

- 9.1 The Client agrees to pay the hourly charges of the Agency as notified before or 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 during the Assignment. The charges are comprised mainly of the Temporary Worker's remuneration but also include the Agency's 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 in the opinion of the Agency. VAT is payable on these charges.
- 9.2 The charges are invoiced to the Client on a weekly basis and are payable within 7 days of receipt of the Agency's invoice. The Agency reserves the right to charge interest on any overdue amounts at the rate of 10% per annum from the due date until the date of payment.
- 9.3 No rebate or refund is payable in respect of the charges of the Agency in respect of Temporary Workers.

10 TIMESHEETS

- 10.1 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 in a week) the Client shall sign the Agency timesheet verifying the number of hours worked by the Temporary Worker during that week.
- 10.2 Signature of the time sheet by the Client is confirmation of the number of hours worked. If the Client is unable to sign a time sheet produced for authentication by the Temporary Worker because the Client disputes the hours claimed, the Client shall inform the Agency as soon as it is reasonably practicable and shall co-operate fully and in a timely fashion with the Agency to enable the Agency to establish what hours, if any, were worked by the Temporary Worker. Failure to sign the time sheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.
- 10.3 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 unsuitable work the Client should apply the provisions set out in clause 14.1 below.

11 PAYMENT TO THE TEMPORARY WORKER

- 11.1 The Agency is responsible for paying the Temporary Worker's remuneration and where appropriate, for the deduction and payment of National Insurance contributions and PAYE Income Tax applicable to the Temporary Worker. No payments shall be made directly to any Temporary Worker by the Client.

12 TRANSFER FEE

- 12.1 For the purposes of this clause 12, the "Transfer Fee" shall mean the fee calculated in accordance with the scale of fees set out in clauses 4.3.1 and 4.3.2 of these Conditions.

- 12.2 In the event that the Client intends to Engage, or Engages, a Temporary Worker supplied by the Agency either (1) directly or (2) pursuant to an agreement with an alternative employment business or employment agency, either after Introduction of the Temporary Worker but before commencement of an Assignment or during an Assignment or within the Relevant Period the Client shall notify the Agency of its intention to Engage the Temporary Worker and the Agency will require the Client to choose from the following options:

- 12.2.1 The Client shall be required to pay the Transfer Fee upon commencement of the Engagement; or
- 12.2.2 The Client shall be required to extend the existing Assignment of the Temporary Worker, or if no Assignment has taken place or the Assignment has already ended, enter into a new Assignment of 26 weeks during which the Agency shall be entitled to the charges set out in clause 3.1 above for each hour the Temporary Worker is supplied; and at the end of this Assignment, the Client may engage the Temporary Worker without payment of any further fee to the Agency.
- 12.3 The Client shall give written notice of its choice under sub clause 12.2 and if it has elected for the option set out in sub-clause 12.2.2, the extended period of hire shall begin on the date of receipt by the Agency of the Client's written notice. If the Client elects to pay the Transfer Fee (pursuant to sub-clause 12.2.1) or extend the period of hire (pursuant to sub-clause 12.2.2), the Transfer Fee shall be payable by the Client to the Agency upon commencement of the Engagement of the Temporary Worker. No refund of the Transfer Fee shall be due in any event and VAT will be payable in addition to any Transfer Fee due.

- 12.4 In the event that the Client introduces the Temporary Worker to a third party with whom the Temporary Worker enters into an Assignment after the introduction of the Temporary Worker (but before commencement of an Assignment) or during an Assignment or within the Relevant Period the Client shall be liable to pay the Transfer Fee. No refund or rebate of the Transfer Fee will be due in any event and VAT will be payable in addition to any fee due.

- 12.5 In the event that the Engagement of the Temporary Worker is for a fixed term of less than 12 months, the Transfer Fee in clause 12.2.1 or 12.4 will be based on a hypothetical Engagement of 12 months, regardless of the length of the Engagement.

- 12.6 In the event of any Engagement to which this clause 12 relates, the Client will immediately notify the Agency in writing of the Engagement and provide such further details concerning the Engagement which the Agency reasonably requires.

13 LIABILITY

- 13.1 Where any effort is made by the Agency to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Temporary Workers and further to provide them in accordance with the Client's booking details, the Agency is not liable for any loss, expense, damage or delay arising from any failure to provide any Temporary Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence.

- 13.2 Temporary Workers are engaged by the Agency under contracts for services. They are not employees of the Agency and are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors or omissions of the Temporary Worker, whether willful, negligent or otherwise. The Client will also comply in all respects with all legal requirements, including the avoidance of discriminatory practices, regulations, by-laws, and codes of practice to which the Client is subject in respect of the Client's own staff (excluding the matters specifically mentioned in Clause 11 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments.

- 13.3 The Client shall also advise the Agency of any special health and safety matters about which the Agency is required to inform the Temporary Worker. The Client will assist the Agency in complying with the Agency's duties under the Working Time Regulations 1998 by supplying any relevant information about the Assignment requested by the Agency and the Client will not do anything to cause the Agency to be in breach of its obligations under these Regulations. Where the Client requires, or may require the services of a Temporary Worker for more than 48 hours per week, the Client must notify the Agency of this requirement in advance.

- 13.4 The Client confirms that the Client's failure to provide any information which would be detrimental to the interests of the Temporary Worker for the Temporary Worker to accept any Assignment.

- 13.5 The Client shall indemnify and keep indemnified the Agency against any costs, claims or liabilities incurred by the Agency arising out of any Assignment or arising out of any non-compliance with clauses 13.2, 13.3 and 13.4 and/or a breach of any of these Conditions by the Client.

14 TERMINATION

- 14.1 The Client undertakes to supervise the Temporary Worker sufficiently to ensure the Client's satisfaction with the Temporary Worker's standard 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 the Agency to remove the Temporary Worker. Otherwise the Client may terminate an Assignment upon provision of 1 week's prior written notice.

- 14.2 The Agency or a Temporary Worker may terminate an Assignment at any time without prior notice.

- 14.3 The Client shall notify the Agency in writing immediately if the Temporary Worker fails to attend work or notifies the Client that he is unable to attend work for any reason.

- 14.4 The Agency shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Temporary Worker supplied to the Client is unsuitable for the Assignment and shall terminate the Assignment under the provisions of clause 14.2 above.

INTRODUCTION OF LIMITED COMPANY CONTRACTORS

15 INFORMATION TO BE PROVIDED

- 15.1 Where the Client has a temporary recruitment requirement, the Client shall inform the Agency of the nature of its business, the date on which it requires a Contractor to commence work and the likely duration of any Assignment, a description of the position which the Client has available including location, hours of work, any risks to health and safety known to the Client and the steps the Client has taken to prevent or control such risks, details of the experience, training, qualifications and any authorisations which the Client considers are necessary or which are required by law or by any professional body to allow a Contractor to work in the position that the Client has available, and details of any expenses payable to the Contractor.
- 15.2 When making an Introduction of a Contractor to the Client, the Agency shall inform the Client of the identity of the Contractor and the person to be supplied to do the work.

16 CHARGES

- 16.1 The Client agrees to pay the charges of the Agency as notified at the commencement of an Assignment and which may be varied from time to time during an Assignment. 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 pay but also include the Agency's commission calculated as a percentage of the Contractor's pay, 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.

- 16.2 The charges are invoiced to the Client on a weekly basis and are payable within 7 days. The Agency reserves the right to charge interest on any overdue amounts at the rate of 10% per annum from the due date until the date of payment.
- 16.3 There are no refunds payable in respect of the charges of the Agency.

17 VERIFICATION OF EXECUTION OF THE SERVICES

- 17.1 The Client shall verify the execution of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than one week or is completed or finished before the end of a week) the Client shall verify the execution of the services provided by the Contractor in such form as the Agency requires.
- 17.2 Verification of the execution of the services by the Client is confirmation of the number of hours worked. If the Client is unable to verify execution of the services provided by the Contractor because the Client disputes the hours claimed, the Client shall inform the Agency as soon as it is reasonably practicable and shall co-operate fully and in a timely fashion with the Agency to enable the Agency to establish what hours, if any, were worked by the Contractor. Failure to verify execution in writing does not affect the Client's obligation to pay the charges in respect of the work done.
- 17.3 The Client shall not be entitled to decline to verify execution of services on the basis that he is dissatisfied with the work performed by the Contractor. In cases of unsuitable work, the Client should apply the provisions set out in clause 22 below.

18 REMUNERATION

- 18.1 The Agency is responsible for paying or procuring the payment of the Contractor's fees. No payments shall be made directly to any Contractor by the Client.

19 ENGAGEMENT FEES

- 19.1 For the purposes of clauses 20 and 21, the "Contractor Introduction Fee" shall mean the fee calculated in accordance with the scale of fees set out in clauses 4.3.1 and 4.3.2 of these Conditions.

- 19.2 Subject to clause 20 below, in the event that the Client Engages a Contractor supplied by the Agency either (1) directly by the Client or (2) by the Client pursuant to an agreement with an alternative employment business, either after Introduction of the Contractor but before commencement of an Assignment or during an Assignment or within the Relevant Period the Client shall notify the Agency of the Engagement and the Agency will require the Client to choose from the following options:

- 19.2.1 The Client shall be required to pay the Contractor Introduction Fee upon commencement of the Engagement; or
- 19.2.2 The Client shall be required to extend the existing Assignment of the Temporary Worker, or if no Assignment has taken place or the Assignment has already ended, enter into a new Assignment of 26 weeks during which the Agency shall be entitled to the charges set out in clause 16.1 above for each hour for which the Contractor is supplied; and at the end of this Assignment, the Client may engage the Contractor without payment of any further fee to the Agency.

- 19.3 The Client shall give written notice of its choice under sub clause 19.2 and if it has elected for the option set out in sub-clause 19.2.2, the extended period of hire shall begin on the date of receipt by the Agency of the Client's written notice. If the Client elects to pay the Contractor Introduction Fee (pursuant to sub-clause 19.2.1) or extend the period of hire (pursuant to sub-clause 19.2.2) preferred, the Contractor Introduction Fee shall be payable by the Client to the Agency upon commencement of the Engagement of the Contractor. No refund of the Contractor Introduction Fee shall be due in any event and VAT is payable in addition to any Contractor Introduction Fee due.

- 19.4 Subject to clause 20 below, in the event that the Client introduces the Contractor to a third party with whom the Contractor enters into an Assignment after the introduction of the Contractor (but before commencement of an Assignment) or during an Assignment or within the Relevant Period the Client shall be liable to pay the Contractor Introduction Fee. No refund or rebate of the Contractor Introduction Fee will be paid in any event. VAT is payable in addition to any Contractor Introduction Fee due.

- 19.5 Subject to clause 20 below, in the event that the Engagement of the Contractor is for a fixed term of less than 12 months, the Transfer Fee in clause 19.2.1 or 19.4 will be based on a hypothetical term of 12 months regarding the length of the Engagement.

- 19.6 In the event of any Engagement to which this clause 19 relates, the Client will immediately notify the Agency in writing of the Engagement and provide such further details concerning the Engagement which the Agency reasonably requires.

20 LIABILITY

- 20.1 Where any effort is made by the Agency 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 Agency for any loss, expense, damage, costs or delay arising from the failure to provide a Contractor for completion 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 Agency does not exclude liability for death or personal injury arising from its own negligence.

- 20.2 For the avoidance of doubt, neither the Contractor, nor its officers, employees, representatives, assignees or subcontractors, are under the supervision or control of the Agency. 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. Where the services are performed on the Client's premises the Client shall indemnify the Agency against any costs, claims or damages and expenses incurred by the Agency as a result of any breach of these Conditions by the Client.

- 20.3 The Client confirms that it knows of no reason why it would be detrimental to the interests of the Contractor for the Contractor to accept any Assignment.

21 TERMINATION OF THE ASSIGNMENT

- 21.1 The Client may terminate an Assignment upon provision of 1 week's prior written notice. The Agency may terminate an Assignment at any time without prior notice.

- 21.2 Notwithstanding the provisions of sub-clause 22.1 the Client may terminate the Assignment forthwith by notice in writing to the Agency where:

- 21.3.1 the Contractor has acted in breach of any statutory or other reasonable rules and regulations applicable to them while performing the services;

- 21.3.2 the Client reasonably believes that the Contractor has not observed any condition of confidentiality applicable to the Contractor from time to time; or

- 21.3.3 for any reason the Contractor proves unsatisfactory to the Client.

- 21.4 The Agency shall notify the Client in writing immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Contractor supplied to the Client is unsuitable for the Assignment and shall terminate the Assignment forthwith.

GENERAL

22. LAW

- 22.1 These Conditions are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.