

STREAMLINE SERVICES Consultancy Ltd

WEEKLY TIMESHEET

Name of Driver:

Class of Vehicle:

Week Ending Date:

Name of Customer:

Aerzen House **Tel: 020 8508 6100**
Langston Road **Fax: 020 8508 6390**
Loughton **Fax: 020 8508 4309**
Essex IG10 3SL

Payroll Queries:- payroll@streamlineservices.co.uk
Web: www.streamlineservices.co.uk

Instruction to drivers: This timesheet must be completed in line with the guide notes and one of the declarations below must be signed to confirm your hours

Day / Date Worked	Start Time	Finish Time	Day	Working Time	Periods of Availability	Total Shift Time	Breaks / Reset	Holiday / Sick Days	Expenses £	Vehicle Registration	
Sun			Sun								
Mon			Mon								
Tues			Tues								
Wed			Wed								
Thur			Thur								
Fri			Fri								
Sat			Sat								
				WT	POA	WT+POA					
				=	=	=					
				Total Pay Hours = (WT + POA - Breaks)							

Instruction to drivers: This night working chart must be completed for those undertaking nightwork

TIME DAY	0	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23
S																								
M																								
T																								
W																								
T																								
F																								
S																								

WORKER DECLARATION 1: NB: Fraudulent recording is a criminal offence and may lead to legal action being taken against you

- I declare I have accurately recorded my time in this timesheet.
- I declare I have not been engaging in any other work other than Streamline Services Consultancy Ltd during this week.
- I will notify the employment business immediately of any other periods of work that constitutes Working Time as defined under the Working Time Road Transport Regulations undertaken during this week for other employers or employment businesses so that Streamline Services Consultancy Ltd can maintain an accurate record of my weekly Working Time.

SIGNATURE NAME DATE

WORKER DECLARATION 1: NB: Fraudulent recording is a criminal offence and may lead to legal action being taken against you

- I declare I have accurately recorded my time in this timesheet.
- I declare I have been engaged in work in addition to work for Streamline Services Consultancy Ltd set out in this timesheet this week which constitutes Working Time as defined under Working Time Road Transport Regulations, accordingly I have set out this additional time in further timesheets so that Streamline Service Consultancy Ltd can maintain an accurate record of my weekly Working Time.

SIGNATURE NAME DATE

CLIENT DECLARATION:

I certify the above total number of shift hours have been undertaken and that payment will be made in respect of total shift hours according to the terms of business which I have received and have accepted as the basis of this transaction

SIGNATURE NAME DATE

Guidance on completing the Weekly Timesheet

The Road Transport (Working Time) Regulations (RTWT) requires employment businesses to maintain records of the Working Time of mobile workers who are subject to EU drivers' hours rules.

In summary, the RTWT Regulations provide:

- Mobile drivers (such as HGVB drivers) are subject to a maximum 48-hour average Working Time over a 17 - week reference period; this reference period may be changed to a rolling reference period and extended to 26 weeks in certain circumstances.
- There is a maximum weekly limit of 60 hours Working Time.
- There is a maximum of 10 hours night work within each 24-hour period: Night time is defined as midnight to 4:00am (for goods vehicles) and 01:00 and 5:00am (for passenger vehicles). This maximum may be extended in certain circumstances.
- Rest Periods: Mobile workers must take the following breaks: 30 minutes after 6 hours Working Time and 45 minutes for over 9 hours Working Time. It is important to note that EU Drivers Hours breaks and rest periods still apply.

An employment business is obliged to ensure that the Working Time limits specified above are complied with to protect the health and safety of temporary workers they engage and the wider public. In order to maintain such compliance records, you must accurately record your time on this timesheet. **It is your responsibility to accurately record your Working Time during assignment and to keep us updated as to any additional work you undertake for other employers or employment businesses for the purposes of calculating average Working Time. If you fail to record your time properly, or deliberately attempt to flout RTWT Regulations and/or EU Drivers hours, this may amount to a criminal offence and you may be subject to a fine or conviction.**

The following notes will assist you in completing the timesheet:

- The definitions of Working Time and Periods of Availability (POA) are detailed in your terms of engagement.
- During an assignment you must accurately record your time in line with EU Drivers' Hours rules on client's tachographs. Your time recording for these purposes will also assist you in recording your Working Time for the purposes of the RTWT Regulations. In terms of tachograph pictograms, your Working Time is made up of "driving time" represented as a steering wheel and "other work" represented as the cross hammers symbol. The use of these symbols will permit you to record your total daily Working Time. Periods of Availability are represented as a box containing a right diagonal line. Although you will not be paid for breaks and rest periods, such time must also be recorded
- In order to calculate your weekly shift time, i.e. the time for which you will be paid, you must add together periods of Working Time and Periods of Availability.
- If you are absent due to sickness or statutory holiday, enter a nominal 8 hours in the sickness / holiday column.
- If you work at night you must complete the Night Working Chart. There is a maximum limit on Working Time of 10 Hours within a 24-hour period. This 10 hours limit relates to Working Time and does not include periods of availability and breaks.
- Temporary workers must sign one of the declarations applicable to confirm the accuracy of the record of Working Time. We and/or our client may check tachograph charts to verify accurate recording for an assignment. Under the RTWT a mobile worker is obliged at the request of an employment business to notify them in writing of time worked for any other employment businesses or employer for inclusion in the calculation of the mobile worker's Working Time. Accordingly you must inform us of any additional Working Time or night working during the week by completing an additional timesheet to give us this information.
- Please contact our Head Office if you need further assistance with completing the timesheet.

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 situated at Aerzen House, Langston Road, Loughton, Essex IG10 3SL
"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 where 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 or Temporary Worker and the Agency.
"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 limited company introduced to the Client by the Agency to carry out an 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; on a permanent or temporary basis whether under a contract of service or for services; an agency, licence, franchise or partnership arrangement; or any other arrangement, directly or through a limited company of which the Applicant is an officer employee or representative an "Engaged" and "Engaged" 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 which identifies an Applicant who the Client Engages or takes on under an Assignment and "introduced" or "introduces" shall be construed accordingly.
"Relevant Period" means a period of 12 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 basic salary or fees, guaranteed and/or anticipated bonuses and commission earnings, inducement payments, the benefit of a company car, any car 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, references to 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 of the Contract by the Client. Any conditions, terms or conditions which are not accepted by the Client are deemed to be accepted by the Client upon the introduction of 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 Client agrees to indemnify the Agency for any loss, expense, damage, delay or cost 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.
- 3 **INTRODUCTION OF PERMANENT STAFF**
3.1 The Agency will endeavour to introduce Applicants to the Client. Introductions of Applicants are confidential. The disclosure by 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 4.3.1 with no reduction to a refund, and where the amount of the actual Remuneration paid to the Applicant will be 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 in clause 3.6 below no fee is incurred 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 of an Applicant 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 between £30,000 to £39,999.00
4.3.3 20% of the Remuneration where the Remuneration is £40,000 or more.
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 additional charges on the Client as set out below:
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 is extended beyond the 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 an Engagement of an Applicant or series of Engagements shall not exceed the Client's initial Engagement Period.
4.6 Except where the Client decides to withdraw an offer of Engagement as a result of the failure by the Applicant to satisfy pre-employment reference or medical checks, after an offer of Engagement has been made to the Applicant and the Client decides to withdraw or 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, subject to the Agency's right to require the Client to provide a written statement 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 set out below:

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 which it requires a Temporary Worker to commence work and the likely duration of any Assignment, a description of the position which the Client has available, and that the Applicant is willing to work in the position which the Client has available.
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 any such requirements for work as may be required, for the arrangement of medical examinations or investigations into the medical history of any Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is Engaged to work.
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 any professional body for the Applicant to possess in order to work in the position; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition the Client shall specify in writing 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 include liability for death or personal injury arising from its own negligence.
- 8 **INTRODUCTION OF TEMPORARY WORKERS**
9 **INFORMATION TO BE PROVIDED**
9.1 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 the Client 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 or receivable by the Contractor.
9.2 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.
9.3 **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 (to the nearest quarter hour). 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 be agreed with the Client or, if there is no such agreement, such expenses as are reasonable and payable to the Agency. VAT is payable on the entirety of 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 before the end of 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 timesheet by the Client is confirmation of the number of hours worked. If the Client is unable to sign a timesheet produced for authentication by the Temporary Worker because the Client disputes the hours claimed, the Client shall inform the Agency as soon as is reasonably practicable and shall co-operate fully and in a timely fashion to sign the timesheet 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 FEES**
12.1 For the purposes of 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 9.1 above for each hour the Temporary Worker works 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 fails to specify whether it would prefer to pay a 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 Engagement 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 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 Transfer 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 12.2.2 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 Whilst every 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 requirements, the Agency does not accept any liability for any loss, expense, damage or delay arising from any failure of the 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 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, for the avoidance of doubt, all relevant statutes, regulations, by-laws, and codes of practice to which the Client or the Agency or its staff (including 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 be aware of in order to comply 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 shall notify the Agency of this in writing in advance of the start of the Assignment.
13.4 The Client confirms that if it knows of no reason why it 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 or in connection with any non-compliance with clauses 13.2, 13.3 and 13.4 and/or a result of any breach 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 work. If the Client reasonably considers that the execution 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 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 immediately in accordance with the provisions of clause 14.2 above.
- 15 **INTRODUCTION OF LIMITED COMPANY CONTRACTORS**
16 **INFORMATION TO BE PROVIDED**
15.1 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 the Client 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.
16.1 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, employer's National Insurance contributions and any travel, hotel or other expenses as may be 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.
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 No rebate or refund is payable in respect of the charges of the Agency.
17 **VERIFICATION OF EXECUTION OF THE SERVICES**
17.1 At the end of each week of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than one week or is completed or finished at the end of a week) the Client shall verify the execution of the services by the Contractor in writing to the Agency.
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 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 absolve 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 14.1 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 or (2) 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 the Contractor works 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 fails to specify whether it would prefer to pay the Contractor Introduction Fee pursuant to sub-clause 19.2.1 or an extended period of hire pursuant to sub-clause 19.2.2 is 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 In the event that the Client introduces the Contractor to a third party with whom the Contractor enters into an Engagement either after 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 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 Whilst every effort is made by the Agency to provide the same in accordance with the Client's written notice, the Agency does not accept any liability for any loss, expense, damage, costs or delay arising from any failure of the Contractor 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 accept any liability for any loss, expense, damage or delay arising from any failure of 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, damages and expenses incurred by the Agency as a result of any breach of these Conditions by the Client.
20.2 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 if the Client is satisfied that the Contractor has acted in breach of any statutory or other reasonable rules and regulations applicable to them 21.1, while performing the services;
21.3 The Client reasonably believes that the Contractor has not observed any condition of confidentiality applicable to the Contractor;
21.3.3 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.
- 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.