



Terms and Conditions for Engagement of Services

2. BASIS OF PROVISION OF TEMPORARY STAFF AND/OR SERVICE

2.1 These conditions are deemed to be accepted by the Client by virtue of an interview or the engagement by the client of a Temporary Worker introduced by APTR.

2.2 In the event of any conflict between the Conditions and the provisions of an Order issued by the client, the former shall prevail unless expressly stated otherwise.

2.3 No variation to the Order or these conditions shall be binding unless agreed in writing between the authorised representatives of APTR and the Client.

3. INDEMNITIES AND INSURANCE

3.1 A Temporary Worker engaged by the Client is deemed to be under the direction and control of the Client from the time the Temporary Worker takes up the duties for the entire duration of the period of employment.

3.2 The Client will in all respects comply with statutes, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect to the Client's own staff, in the engagement of the Temporary Worker, including the provision of adequate Employer's and Public liability insurance cover and any other necessary insurance for the pursuance of the services

3.3 The Client agrees to be responsible for all acts, errors and omissions, be they wilful, negligent or otherwise as though the Temporary worker were on the payroll of the Client.

3.4 The Client will indemnify and save harmless APTR against all actions, claims, demands, liabilities, damages, losses, costs and expenses that may arise through the engagement of the Temporary worker.

3.5 The parties to this Agreement do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement.

4. HEALTH AND SAFETY AT WORK

4.1 The Client shall ensure that the Temporary worker attends a safety induction, at the commencement of the engagement period, on all Health and Safety requirements and procedures affecting the Temporary worker's work. If additional training is required this shall be provided by the Client at no charge.

4.2 The Temporary worker shall be required to fully comply with both the Client's and Statutory Health and Safety requirements and procedures at all times.

4.3 The Client shall ensure that the Temporary worker is provided with all necessary Health and Safety protective equipment and clothing necessary for the pursuance of the services without charge.



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5. STATUTORY CHARGES

5.1 APTR assumes the responsibility for payment of remuneration, deduction and payment of all statutory contributions in respect of earnings related Insurance and the administration of schedule E Income Tax (PAYE) applicable to Temporary Workers by law.

6. CHARGES FOR SERVICES

6.1 The Client shall pay the hourly rate of [£ xx.xx] as advised by APTR at the time of booking.

6.2 Traveling, hotel, disbursements or any other expenses as may be agreed, shall be charged in addition to the rate.

6.3 VAT at 17.5% shall be charged in addition to 6.1 and 6.2 above

6.4 APTR reserve the right to alter the hourly rate from time to time, upon notification to the Client, with immediate effect.

6.5 Should the Client engage a Temporary Worker, previously introduced by APTR in the previous 12 months, either as permanent staff, under contract or an engagement of the worker's services under a limited company, then an introduction fee of 15% of the initial gross annual taxable remuneration paid by the client to APTR.

6.6 In that the event that APTR introduces a worker to the client and the client engages that worker in permanent employment then the client shall pay APTR 15% of the first years gross salary of that employee as an introduction fee. This will be payable [33%] upon the start date of the employment and the remainder [66%] upon completion of the first [6] months of that employment.

7. TIMESHEETS

7.1 The Client agrees to verify and sign APTR time sheets completed and presented by the Temporary Worker, every week, as a record of satisfactory hours worked. Signature of such time sheets by a representative of the Client constitutes acceptance that the Temporary Worker has worked satisfactorily for the hours indicated on the time sheet.

7.2 Failure of the Client to sign the timesheet in itself does not relieve the Client from liability to pay for the hours worked / services performed.

8. INVOICING AND PAYMENT

8.1 Charges shall be invoiced by APTR every month and are payable within 14 days of the invoice date.

8.2 Overdue invoices will be charged in accordance with Late Payment of Commercial Debts (Interest) Act 1998 per working day invoice is overdue.



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8.3 Payment shall constitute the payment of cleared funds in to APTR bank account either by means of transfer or by cheque, payable to "Appletree Recruitment Ltd."

9. INFRINGEMENT OF PATENTS

9.1 The Client shall fully indemnify APTR against all actions, claims, demands, liabilities, damages, losses, costs and expenses including legal expenses concerning infringement or alleged infringement of any patent registered design, trade mark, service mark, copyright or similar protection which 'arises' or 'may arise' from anything done by the Temporary worker or Services provided under the Contract by APTR, for the Client.

10. TERMINATION

10.1 The Period of Notice shall be [xxxxxxxx].

10.2 The Client may terminate the Contract by formally notifying the Temporary Worker and APTR in writing, of termination providing the period of notice in 10.1 is given.

10.3 The Temporary worker will be required to perform services during the period of notice as before, and the Client shall be charged the full rate for that period. Alternatively payment may be given in lieu of notice, subject to the agreement of all parties.

10.4 APTR and the Temporary Worker may terminate the Contract by formally notifying the Client in writing, providing the period of notice in 10.1 is given.

10.5 Without prejudice to any other rights and remedies of APTR under the Contract, APTR may terminate the Contract forthwith by written notice to the Client if:

10.5.1 The Client defaults in the performance of its obligations under the Contract

10.5.2 The Client becomes insolvent, be declared bankrupt or go into liquidation, or shall pass a resolution for winding up or if a Court shall make an Order to that effect, or shall have a Receiving Order made against it.

10.5.3 In the event that the Temporary Worker has refused to conduct work under the instruction of the Client which in the professional judgment of the Temporary Worker's is unsafe and has accordingly notified APTR of the same.

10.6 In the event of clause 10.5 above, the Client will be charged by APTR for all charges incurred up to the point of termination together with full the amount due under the period of notice.

11. WAIVER

11.1 No waiver by either party of any provision of the Contract shall be binding unless made expressly and expressly confirmed in writing. Further, any such waiver shall relate only to such matter, non-compliance or breach as it expressly relates to and shall not apply to any subsequent or other matter, non-compliance or breach.



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12. REMEDIES

12.1 The rights and remedies of APTR set forth in these General Conditions are not exclusive and are in addition to all other rights and remedies provided by law.

13. APPLICABLE LAW AND ARBITRATION

13.1 The form, validity and performance of the Contract shall be governed by the laws of England.

13.2 Unless otherwise agreed, all disputes between the parties which cannot be settled amicably shall be referred for arbitration by a single arbitrator chosen with the consent of both parties, or, failing such consensus, chosen at the request of one of the parties by the President for the time being of the Law Society, in accordance with and subject to the provisions of the Arbitration Act 1950, or any statutory modification or re-enactment thereof for the time being in force.