

**MANPOWER UK LIMITED**

**TERMS OF BUSINESS FOR TEMPORARY PLACEMENT SERVICES**

1. These ("Terms") consist of Clauses 1 to 21 inclusive and Table 1 which apply to temporary personnel services undertaken between Manpower UK Limited (registered number 03841918) at the registered address of Capital Court, Windsor Street, Uxbridge, UB8 1AB (the "Company") with a third party (the "Client") who will be bound by these Terms in respect of the provision of temporary personnel. Schedule 1 applies where the Company provides temporary personnel in a driving assignment and Schedule 2 applies where the Agency Worker provided is a personal services company or engaged through an umbrella company. Schedule 3 is the account activation form to be completed by the Client. The Company acts in the capacity of Employment Business in accordance with The Conduct of Employment Agencies and Employment Businesses Regulations 2003 ("Conduct Regulations").
2. In these Terms, the following expressions have the following meanings:
  - 2.1 "Agency Worker" means any person employed by the Company and provided to the Client for an Assignment. Where an Agency Worker is provided by a third party to the Company, such Agency Worker may be engaged either under a contract of employment or a contract for services;
  - 2.2 "Assignment" means the work carried out by the Agency Worker who will be subject to the exclusive supervision, direction and control of the Client at all times;
  - 2.3 "Charges" mean the Company's charges for the Services;
  - 2.4 "Claims" mean any direct and/or indirect claims relating to death, personal injury, illness, loss of or damage to property, and claims of a statutory and/or contractual nature;
  - 2.5 "Contractor" means a personal services company;
  - 2.6 "Engage" or "Engagement", means employment or engagement, whether on a permanent, fixed-term or temporary basis, of an Agency Worker by the Client directly or through a third party, including but not limited to another employment business;
  - 2.7 "Law" means any applicable statute, legislation, including the Agency Worker Regulations ("AWR"), the Conduct Regulations, the Data Protection Act and the Working Time Regulations;
  - 2.8 "Losses" mean direct costs (including reasonable legal fees), fines, expenses, liabilities or damages;
  - 2.9 "Operative" means the person provided by the Contractor to carry out the Assignment;
  - 2.10 "Relevant Period" means either the period of eight (8) weeks commencing on the day after the last day on which the Agency Worker was assigned to work for the Client by the Company; or the period of fourteen (14) weeks commencing on the first day on which the Agency Worker was assigned to work for the Client by the Company; or fourteen (14) weeks from the first day of the most recent Assignment where there has been a break of more than six (6) weeks (42 days) since any previous assignment, whichever is the later; and
  - 2.11 "Services" mean the provision of temporary personnel to the Client following a Client request to the Company.
3. The Company is under no obligation to provide temporary personnel following receipt of a Client request, and will not be liable to the Client for any non-provision of Services. In the event that the Client requests Services but subsequently engages any presented candidate either directly or via a third party, then the Company's standard terms for the provision of permanent placement business (available on request) will apply and will be deemed to be accepted by the Client.
4. The Client will pay the Charges, and VAT at the applicable rate as at the date of invoice, to the Company within seven (07) days from the date of invoice. All Charges will be in pounds sterling. In the event of late payment of any valid invoice, or any valid part of an invoice otherwise in dispute, the Company will be entitled to charge interest in accordance with the Late Payment of Commercial Debts (Interest) Act on a daily basis from the date payment was due.
5. The Company will be entitled to vary the Charges with immediate effect to reflect any increases in pay rates, statutory entitlements and/or deductions, any other relevant changes in Law relating to the Services or in the event that the Client requests any variation to the Services.
6. The Company uses an online timesheet process and the Company shall provide to the Client a user guide for this process. Where the parties agree in writing that the online timesheet process is not to be used, then the Client's signature on a timesheet or other confirmation of completed work is agreement that the Client is satisfied with the Agency Worker and that the Client will pay all monies due, in full, subject to the provisions of Clause 10. Where the Client's process requires purchase orders to be used, the Client shall provide such purchase orders to the Company no later than the commencement of an Assignment. Failure by the Client to

either (1) provide a purchase order in its entirety or (2) provide a purchase order with sufficient value or (3) where the Client inputs the wrong purchase order number onto the online timesheet system or (4) to sign any timesheet or other confirmation of completed work will not relieve the Client of its obligation to pay the Charges due in accordance with Clause 4.

7. To assist the Company in finding a suitable Agency Worker and prior to the commencement of the Assignment, the Client will provide the Company, in writing, all relevant information about the Assignment including any conditions imposed by Law and information in respect of risks to health or safety that are known to the Client, and what steps the Client has taken to prevent or control such risks. This information may be supplied in the form of a risk assessment, safe system of work or method statement relating to the process the Agency Worker will be engaged in on behalf of the Client. Additionally, where an Assignment involves activities relating to the following, the Client shall make the Company aware in writing prior to the commencement of any Assignment. The activities include but are not limited to manned guarding, immobilisation of vehicles, private investigations, security consultants and/or keyholders.
8. The Client will comply with AWR and will provide, at the appropriate time, all AWR information in a format specified by the Company. The Client warrants the accuracy of the AWR information and will inform the Company within two (02) calendar days of it becoming aware of any changes to the AWR information provided to the Company.
9. The Client will provide the Agency Worker with all information, instruction, training and supervision necessary for the Agency Worker to perform the Assignment both safely and competently. The Client will provide all personal protective equipment ("PPE") (including clothing) necessary to mitigate residual risk and ensure the health, safety and welfare of the Agency Worker, without charge to either the Agency Worker or the Company. Where necessary, the Client will provide training in the correct use of PPE including a demonstration if relevant to safe use. The Client shall provide the Company a list of all PPE issued to the Agency Worker upon request. In the event that there is an accident or incident involving an Agency Worker, the Client will promptly notify the Company in writing including all relevant details of the accident or incident.
10. If the Client notifies the Company within four (04) hours of commencement of the Assignment that the Agency Worker is not suitable, the Client will be entitled to request the Company to remove the Agency Worker from the Assignment at no charge to the Client.
11. The Client will not direct an Agency Worker to undertake duties outside the scope of the Assignment or to undertake any duties for which the Agency Worker is not qualified.
12. The Company will not be liable for any Losses arising from any act or omission of an Agency Worker.
13. The Client will indemnify and hold harmless the Company from all Claims by any person or entity and will reimburse the Company for Losses relating to acts or omissions (including but not limited to breach of the Terms) by the Client, its affiliated companies, its customers and/or the Agency Workers.
14. Notwithstanding Clause 21, in the event that the Client Engages an Agency Worker whilst such Agency Worker is assigned to the Client, or within the Relevant Period, the Client will be liable to pay the Company a fee in accordance with Table 1 below, subject always to a minimum fee of £2,000 (two thousand pounds) (the "Introduction Fee"). Where the Client fails to confirm the Agency Worker's annual salary with the Company, the Client will be liable to pay the Introduction Fee based on the Agency Worker's estimated annual salary, calculated by multiplying the Agency Worker's hourly rate by thirty-seven and a half (37.50), and then multiplying this sum by fifty-two (52). Where the Client elects by giving no less than seven (07) days written notice to the Company, the Client may, as an alternative to paying the Introduction Fee, choose an extended period of hire of twenty six (26) weeks (the "Extended Period") during which the Client will continue to pay the Charges agreed pursuant to Clauses 4 and 5. No rebate will apply to any Introduction Fee payable under this Clause 14. The parties agree that the provisions of this Clause 14 shall also apply in the event that the Agency Worker has opted out of the Conduct Regulations.
15. The maximum liability of the Company under these Terms will not exceed the annual value of the Charges paid to the Company by the Client. Neither party will be liable to the other party for any loss of profit or indirect or consequential Losses.
16. Either party may terminate these Terms without cause by serving no less than seven (07) days' written notice to the other party. Any termination of these Terms will not affect the accrued rights or liabilities of either party nor will it affect the coming into force of any provision of these Terms, which is expressly or by implication intended to come into force or continue in force on or after termination.
17. These Terms represent the entire agreement between the parties superseding all prior contractual arrangements. Any change to these Terms will be valid only if confirmed in writing by the Company. Any agreement whether tacit or express by either party to waive any provision of these Terms will not be taken to

Manpower UK Limited trading at Capital Court, Windsor Street, Uxbridge, UB8 1AB.

In accordance with The Conduct of Employment Agencies and Employment Businesses Regulations 2003,

Manpower acts as an employment business for the introduction of temporary staff to the Client.

invalidate any other provision of these Terms. It is not the parties' intention that a third party should have the right to enforce any provision of these Terms pursuant to the Contracts (Rights of Third Parties) Act. These Terms will be construed and interpreted in accordance with English Law and will be subject to the exclusive jurisdiction of the English Courts.

18. Neither party may assign the benefits of these Terms without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.
19. Neither party may disclose the ("Confidential Information") of the other party to any third party. Confidential Information of the Company will include but not be limited to the Charges and Agency Worker pay rates. This Clause will not apply to any Confidential Information that:
  - 19.1 is in or comes into the public domain (except as a result of a breach of these Terms), or
  - 19.2 is required to be disclosed by the disclosing party in accordance with Law; or
  - 19.3 is approved for disclosure by the disclosing party in writing.
20. No personal data belonging to the Company will be transmitted by the Client outside of the European Union without the prior written consent of the Company.
21. Neither party will solicit for Engagement the employees of the other party. The parties agree that the exception to this Clause 21 being, if an employee of either party responds to published general advertisements of the other party.

**TABLE 1 – INTRODUCTION FEE**

<b>Gross Annual Salary and taxable emoluments as Clause 14</b>	<b>Introduction Fee</b>
<b>Up to £ 15,000</b>	<b>17%</b>
<b>£ 15,001 to £ 19,999</b>	<b>19%</b>
<b>£ 20,000 to £ 29,999</b>	<b>20%</b>
<b>£ 30,000 to £ 49,999</b>	<b>25%</b>
<b>£ 50,000 and above</b>	<b>30%</b>

## **SCHEDULE 1 – SPECIAL TERMS RELATING TO THE PROVISION OF DRIVING ASSIGNMENTS**

- 1.1** "Driving Assignment" shall mean the supply of Agency Workers by the Company to the Client as a driver, or crew of the Client's automotive vehicles including but not limited to goods vehicles, passenger carrying vehicles, mobile plant, lift trucks or the operation of any associated automotive equipment, as specified in the Work Specification.
- 1.2** "Work Specification" means the document provided by the Company, which specifies the terms and nature of the Driving Assignment.
- 1.3** "RTR" means the Road Transport (Working Time) Regulations.
- 1.4** "Work Record" means an online timesheet, work record, or other formal confirmation of time spent by the Agency Worker in respect of a Driving Assignment.
- 1.5** The Client warrants that it has provided to the Company before the commencement of the Driving Assignment both the date on which the Client requires the Agency Worker to commence the Driving Assignment including its duration or likely duration, the location, the vehicle type to be used; and the hours during which, the Agency Worker will be required to work.
- 1.6** The Client shall comply with all applicable Laws including but not limited to those relating to Operator Licences, Driver licences, Driver hours and records, RTR, maintenance and safety of vehicles and health and safety of Agency Workers at the workplace.
- 1.7** The Client shall give to the Company particulars of any infringement relating to RTR, where the regulations are applicable forthwith upon the Client becoming aware of any such infringement.
- 1.8** The Agency Worker shall become, throughout the duration of the Driving Assignment for all purposes including the Client's Operator's Licence, the servant of the Client to drive, (or be part of the crew) the Client's vehicles for the Client's own use.
- 1.9** The Company may from time to time throughout the Driving Assignment without giving any reason replace the Agency Worker.

### **CHARGES AND PAYMENT**

- 1.10** The Company shall provide a Work Record for authorisation by the Client.
- 1.11** If the Client cancels a Driving Assignment prior to its commencement or without giving notice in accordance with the period specified in the Work Specification, the Client shall pay the Charges for the notice period specified in the Work Specification.
- 1.12** The Client shall be liable to pay a minimum shift payment of eight (08) hours to the Company regardless of whether the Client requires the Agency Worker to work such minimum hours.

### **THE ROAD TRANSPORT (WORKING TIME) REGULATIONS**

- 1.13** The Client warrants that its business procedures comply with RTR.
- 1.14** The Client shall give the Company access, including where reasonably necessary the right to take extracts and copies, to the Client's records, including tachograph records, which it is necessary to keep in order to comply with the Regulations ("the Records"), in particular concerning the Driver's periods of availability, breaks, and working time as defined under RTR.
- 1.15** The Client shall authorise the Work Record as true and complete in all aspects, including periods of availability, breaks, and working time.
- 1.16** Where tachograph records are used by the Client to monitor working time, the Client shall provide to the Company a copy of the chart/print out relating to the Work Record as soon as possible after the Company's request.
- 1.17** The Client shall on request of the Company or the Agency Worker inform the Agency Worker of estimated waiting time in order to enable these periods to be recorded as Periods of Availability (POA).
- 1.18** The Client shall not agree any Reference Period as defined in the Regulations with the Agency Worker, other than the Company's Reference Period of 17/18 weeks.
- 1.19** The Client shall preserve and retain the Records for a period of at least two years plus the current reference period covered by those Records.
- 1.20** The Client shall upon request assist the Company in the provision of information and evidence in respect of the Driving Assignment in compliance with the Regulations and to any authority charged with their enforcement.
- 1.21** The Client may terminate a Driving Assignment by giving notice to the Company in accordance with the notice period specified in the Work Specification for that particular Driving Assignment.

## SCHEDULE 2 – SPECIAL TERMS RELATING TO THE PROVISION OF CONTRACTORS

### DEFINITIONS

#### 2.1

“Deductions”	means any deductions which the Fee Payer may be required by law to make;
“End User”	means the Client or a customer of the Client where confirmed in writing by the Client to the Company;
“Fee Payer”	means the Company;
“Inside IR35”	means a Determination by the End User that the IR35 Legislation applies;
“IR35 Legislation”	means sections 48 – 61 ITEPA;
“Determination”	means the End User’s decision on the application of the IR 35 Legislation in accordance with Section 61T ITEPA;
“ITEPA”	means the Income Tax (Earnings and Pensions) Act 2003;
“Outside IR35”	means a Determination by the End User that the IR35 Legislation does not apply.

### END USER OBLIGATIONS

**2.2** The End User is responsible for deciding the employment status of Contractors. The End User shall:

- determine the employment status of a Contractor which must be done for every Contractor;
- pass the Determination and the reasons for the Determination to the Contractor and the organisation the End User directly contracts with;
- retain detailed records of all Determinations, including the reasons for the Determination and fees paid; and
- have processes in place to deal with any disputes that arise from a Determination.

The End User must take reasonable care when making a Determination about the employment status of a Contractor. Failure to do so will result in the Contractor’s tax and National Insurance contributions liability becoming the liability of the End User.

The End User must tell the Contractor and the Fee Payer of the Determination, irrespective of whether the Determination is an Inside IR35 or Outside IR35 decision. Reasons must be provided with the Determination.

The End User must pass on the Determination on the date, or before the date, the services of the Contractor commence. The End User holds the liability for tax and National Insurance contributions until the Contractor is informed of the Determination along with the reasons for the Determination.

### FEE PAYER OBLIGATIONS

**2.3** The Fee Payer is responsible for paying the Contractor in accordance with the Determination. Where the Determination is Inside IR35, the Fee Payer shall make the Deductions and pay tax and National Insurance contributions to HMRC

In the event of a status dispute, the Fee Payer will continue on the basis of the original Determination of the End User until the outcome of the dispute is communicated by the End User.

## **INDEMNITIES**

- 2.4** The Client shall indemnify and keep indemnified the Company against any losses suffered or incurred by the Company by reason of any proceedings, claims or demands by any third party (including specifically, but without limitation, HMRC and any successor, equivalent or related body) pursuant to the IR35 Legislation, ITEPA or the NICs Legislation and/or any supporting or consequential secondary legislation relating thereto arising from the End User's breach or noncompliance of its obligations pursuant to section 2.2 above and IR35 Legislation.

The Company shall indemnify and keep indemnified the Client against any losses suffered or incurred by the Client by reason of any proceedings, claims or demands by any third party (including specifically, but without limitation, HMRC and any successor, equivalent or related body) pursuant to the IR35 Legislation, ITEPA or the NICs Legislation and/or any supporting or consequential secondary legislation relating thereto arising from the Fee Payer's breach or noncompliance of its obligations pursuant to section 2.3 above and IR35 Legislation.