

### Standard Terms & Conditions – Temporary Staff

1. The acceptance of temporary staff introduced by us will be deemed an acceptance of our Terms and Conditions for Temporary Staff and an agreement to pay our fee within 14 days.  
All Temporary Staff are supplied under a contract for services AWR compliant contract or as agents for their own Limited Liability Company.
2. Charges quoted for temporary staff are, with the exception of VAT, normally inclusive and charged on an hourly basis to the nearest quarter of an hour. Overtime will be charged at time and a one half over and above the clients normal working hours except on Sunday and statutory holidays when this will be double time. Payments to all temporary staff, with the exception of Limited Liability companies, will be subject to a deduction of Tax and National Insurance at the rates applicable at the time. A minimum of four hours per day will be charged with a minimum assignment of 2 continuous working days. Any statutory increases will be reflected in the charge rate when applicable (E.G statutory minimum wage increases). Failure to sign the timesheet does not absolve your obligation to pay charges in respect of hours worked. Payments must be made without deduction or set off.
3. If the client reduces or cancels a booking less than 1 working day before the commencement of the assignment, we reserve the right to make a change equivalent to 2 days being worked by each agency worker booked for the assignment, at the hourly rate agreed for the booking.
4. Where invoices are overdue we reserve the right to make an interest charge at two percent per month on the outstanding balance, together with a charge for our reasonable debt recovery costs.
5. (I) If, following the introduction or introduction and supply to the client by us (acting as an employment business) of a temporary worker the client agrees to an engagement of that worker (except directly through us on these terms and conditions) or the client or a member of the client's staff refer that worker to some other person, body, firm or corporation resulting in an engagement by or through that person, body firm or corporation the client must notify us and the client must:
  - (a) where a worker has been introduced to the client but not supplied by us and there is an engagement of the worker either directly by the client or through another employment business, and;
  - (b) where that worker is to be engaged in a permanent capacity and the total remuneration is known to us, either pay to us a fee set out below OR give us written notice that the client will allow us to supply that worker to it on these terms and conditions for a fixed period of 26 weeks (where the worker works for a minimum of 37 hours each week), or;
  - (c) where the worker is to be used in a permanent capacity and the total remuneration is not known to us, or where that worker is not to be used in a permanent capacity, either pay to us a fee equal to 300 times our standard hourly rate for that category of worker OR give us written notice that the client will allow us to supply that work to it on these Terms and Conditions for a fixed period of 26 weeks (where the worker works for a minimum of 37 hours each week);(II) Where a worker has been introduced to the client but not supplied by us, and there is an engagement of the worker by a third party to whom the client has introduced the worker; and:
  - (a) where the worker is to be engaged in a permanent capacity and the total remuneration is known to us, pay to us a fee as set out below;
  - (b) where the worker is to be engaged in a permanent capacity the total remuneration is not known to us or where that worker is not to be used in a permanent capacity, pay to us a fee equal to 300 times our standard hourly rate for that category of worker;(III) Where a worker has been introduced and supplied to the client by us and there is an engagement of the worker directly by the client of through another employment business, and:
  - (a) where the worker is to be engaged in a permanent capacity and the total remuneration is known to us, either pay to us a fee as set out below OR give us written notice that the client will allow us to supply that worker to the client on these Terms and Conditions for a fixed period of 26 weeks (where the worker works for a minimum of 37 hours each week);
  - (b) where the worker is to be engaged in a permanent capacity and the total remuneration is not known to us, or where that worker is not to be used in a permanent capacity, either pay to us a fee equal to 300 times our standard hourly rate for that category of worker OR give us written notice that the client will allow us to supply that worker to it on these Terms and Conditions for a fixed period of 26 weeks (where the worker works for a minimum of 37 hours each week);(IV) where a worker has been introduced and supplied to the client and there is an engagement of the worker by a third party to whom the client has introduced the worker, and:
  - (a) where the worker is to be engaged in a permanent capacity by that third party and the total remuneration is known to us, pay to us a fee as set out below; or;
  - (b) where the worker is to be engaged in a permanent capacity and the total remuneration is not known to us or where that worker is not to be used in a permanent capacity, pay to us a fee equal to 300 times our standard hourly rate for that category of worker; PROVIDED ALWAYS for the purposes of clauses 5 (a) (iii) and (iv) above that the client shall not be required to pay a fee or give us written notice that it wished to take an extended period of hire of that worker if the engagement takes place after the later of 8 weeks from the end of any earlier period of supply, or 14 weeks from the start of the first period of supply. Any gap of 6 weeks or less between periods of supply shall be included within the 14-week period, but where there is a gap of more than 6 weeks between periods of supply, the start date for the 14 week period shall be the start date of the next period of supply following the said gap of more than 6 weeks.
  - (c) where the circumstances outlined in clauses 5 (a) (i) or 5 (a) (iii) apply and the client has notified us that it chose to allow us to supply the worker to it for a period of 26 weeks (where the worker works for a minimum of 37 hours each week), rather than pay a fee, and where the supply of that worker does not in fact continue for the whole of that fixed period and the fact that the supply did not continue for the whole of that fixed period is not our fault, the client shall be liable for a fee calculated in accordance with the provisions set out below. We retain our discretion to adjust the applicable fee pro rata to the actual period of supply.

6. Neither Party shall solicit for employment or engagement the employees of the other Party. The Parties agree that the exception to this Clause 6 being, if either an employee of either Party responds to published general advertisements of the other Party.
7. Whilst every effort is made by us to maintain high standards of integrity and reliability among our temporary staff in accordance with bookings placed by clients no liability can be accepted by us for any loss, expense, damage or delay arising from any failure to provide staff for all or part of the period of the booking, or from negligence, dishonesty, misconduct or lack of skill and competence of the staff provided.
8. If the services of a temporary worker prove to be unsatisfactory the client must notify us within four hours of the commencement of the temporary assignment so that appropriate action may be taken. Failure to comply with this will render the client liable for the full fees appropriate to the time worked by the temporary worker.
9. The client will advise us of any special health and safety matters which we are required to inform the temporary worker(s) and any requirements imposed by law or by professional body, which must be satisfied by the temporary worker(s) accepting the assignment.
10. No variation of these terms can be given or accepted unless authorised in writing by a Director of Apex Resource Management Ltd.
11. These terms are governed by the laws of England & Wales and are subject to the to the exclusive jurisdiction of the Courts of England & Wales.

### **Temp to Perm**

The table below shows the fees chargeable if a member of our temporary staff is engaged during an assignment, within 8 weeks of leaving the assignment or 14 weeks after commencing the assignment, whichever is the longer.

<b>Weeks Worked</b>	<b>Transfer Fee</b>	<b>Or extended hire period</b>
Up to 2 weeks	100% of Engagement fee	Up to 26 weeks
Over 2 and up to 6 weeks	80% of Engagement fee	Up to 26 weeks
Over 6 and up to 10 weeks	60% of Engagement fee	Up to 26 weeks
Over 10 and up to 14 weeks	40% of Engagement fee	Up to 26 weeks
Over 14 and up to 26 weeks	20% of Engagement fee	Up to 26 weeks
Over 26 weeks	Nil	Nil