

Shannon Recruitment Limited “SRL” – Your Business “The Client”

Dated 08th August 2017

Terms of Business for the Supply of Contractor Services

Clause 1: Acceptance of these Terms of Business

- a) In these terms (“the Terms of Business”) “SRL” means Shannon Recruitment Limited acting as an Employment Business: “The Client” means the party to whom SRL provides the services of Contractors. “The Agreement” refers to the agreement entered into by SRL and the Client for the purpose, the terms and conditions of which are the Terms of Business.
- b) Unless otherwise agreed in writing, SRL only provides the services of Contractors to its clients upon these Terms of Business. The Client agrees that it shall be bound by these Terms of Business by making use of the services of Contractors supplied by SRL (“the Contractor” which expression shall include both the singular and plural). For the avoidance of doubt these terms of business shall apply whether or not the client provides written acknowledgement of acceptance thereof.

Clause 2 : Timesheet / Record

- a) For the purposes of the clause a “Timesheet” is defined as one of the following:
 - i. An Individual timesheet completed by the Contractor: or
 - ii. A Composite timesheet completed by SRL representative on behalf of one or more Contractor(s)
- b) A Completed Timesheet shall be submitted (as soon as is reasonably practicable) by either the contractor or SRL’s representative to the Client or to the Clients representative on site for signature. For the purpose of this clause, the Clients site representative shall be deemed to be duly authorised to sign Timesheet(s) unless the Client has provided SRL with written notice (prior to the presentation of the Timesheet(s) in question) that he is not so authorised.
- c) Upon presentation, the Client or the Clients representative shall sign the Timesheet(s). Following signature, one copy shall be retained by the Client and one shall be retained by the Contractor/SRL representative.
- d) The following shall be conclusive proof that services have been provided by the contractor for the hours recorded in the Timesheet(s).
 - i. Timesheet(s) signed by the Client or by the Clients representative; or
 - ii. Timesheet(s) presented to the Client or the Clients representative that either one has unreasonably refused to sign; or
 - iii. Emailed communication stating hours by the Client or by the Clients representative.

For the avoidance of doubt, the Client shall not be entitled to dispute the number of hours recorded on Timesheet(s) which have either been signed by the Client or the Client’s representative or Timesheet(s) which have been presented to the Client or the Client’s representative that either one has unreasonably refused to sign or sent to SRL by email by the Client or by the Clients representative.

- e) SRL shall be entitled to charge the Client for the hours recorded in the timesheet(s) and for any ancillary charges.

Clause 3: SRL's Charges

- a) The Client agrees to SRL hourly rate where services have been provided by the Contractor. The charges of SRL will be those in force at the time of the assignment and may be varied from time to time with immediate effect to comply with any additional liability imposed by statute or other legal requirement or entitlement. Unless otherwise stated, charges are inclusive of, the Contractor's rate and any statutory amounts that may become payable, SRL's commission, all applicable, all applicable CIS taxes, National Insurance contributions and other applicable taxes, but do not include VAT, Stamp duties or other similar taxes levied on the provision of contractors by SRL to the Client. Travelling or other expenses shall be agreed with the Client prior to supply and shall be itemised on the invoice in addition to hourly charges.
- b) Unless otherwise agreed in writing, the due date for payment by the Client of SRL charges together with VAT (and other like taxes) shall be 7 days after the date SRL's invoice covering the same. The final date for payment shall be 14 Days after the date of the said invoice.
- c) The Contractor may in some cases be a limited company (or other similar entity) engaged by SRL to provide the services to the Client. SRL or the Contractor will engage operatives (including any substitutes thereof) as self-employed subcontractors under contracts for services. SRL assumes responsibility for any payment obligations to Contractors and any applicable statutory deductions as required by law.
- d) SRL shall be entitled to interest on any amount outstanding after the final date of payment set out in Clause 3(b) above (both before and after any judgment) from the date of the invoice up to and including the day of payment at the rate of 4% per annum above the base rate from time to time of (Metro Bank) or at the rate of interest from time to time in force pursuant to Late Payment of Commercial Debts (interest) Act 1998 (Whichever is the greater).

Clause 4: Limits of Liability of SRL

SRL is an employment business and engages Contractors to provide services to the Client. Consequently, the liability of SRL is limited accordingly:

- a) SRL gives no warranties and make no representations to the Client as to the suitability, skill, experience, knowledge or honesty of the Contractor; nor shall SRL be liable for any breach or alleged breach of warranty or for any non-fraudulent misrepresentation as aforesaid. The Client shall make up its own mind as to the quality of the services provided by the Contractor.
- b) Upon the Contractor commencing the provision of services SRL shall not be liable to the client or any person connected with (or claiming through) the Client for any loss or damage (including but not limited to consequential, special or indirect loss or damage, loss of profit, loss of anticipated profit, loss of contract, loss of business or economic loss) howsoever arising from or as a result of any act, omission or conduct on the part of the Contractor including (but not limited to) negligence, error, injury, expense, misconduct or dishonesty whether or not such loss was reasonably foreseeable by SRL or made known to SRL by the Client.

- c) Whilst SRL uses reasonable efforts to fulfil the Client's requirements, SRL shall not be liable to the Client for any loss, damage, expense or delay arising directly or indirectly from or in connection with its inability or failure (for whatever reason including negligence) to provide suitable Contractors at all times or for the periods requested or booked by the Client.
- d) Should the Contractor fail to satisfy the reasonable standards required by the Client, SRL will reduce or cancel the charge for the time worked, provided that the Contractor leaves the assignment immediately upon such dissatisfaction and the Client notifies its dissatisfaction to SRL within 6 Hours of the Contractor commencing work for the Client and the Client confirms such notification in writing to SRL within 5 days.

For the avoidance of doubt, the Clients reasonable standards (as referred to in this clause) relate to the overall quality of the services provided by the Contractor and does not include the methods used by the Contractor which is at the discretion of the contractor.

- e) Provided that nothing in the clause 4 Shall be construed as purporting to exclude or restrict any liability of SRL to the Client for personal injury or death resulting from negligence (as defined in the Unfair Contract Terms Act 1977) nor any other liability the exclusion of which is prohibited by law.
- f) The Client acknowledges that the limitations and exclusions set out herein are reasonable and reflected in the charges payable to SRL hereunder and shall accept risk and/or insure accordingly.
- g) No refunds are payable in respect of the Charges of the Employment Business.

Clause 5 : Responsibility of the Client

- a) The Client shall specify its exact requirements by providing full details of the work for which the Contractor is required and, in particular, by notifying SRL of any special skills required for such work when placing its order.
- b) The Client shall take all proper steps to ensure that the Contractor is kept free from harm during the hours worked by the Contractor for the Client, and the Client shall be responsible for ensuring that all health and safety requirements (including the relevant insurances) are met.
- c) Neither the Client nor any other person will (or will have the right to) supervise, direct or control the manner in which the Contractor provides the services. The Contractor will have discretion as to the methods it uses to provide the services whilst observing any measures the Client has in place concerning health, safety and site security.
- d) The Contractor shall not be required by the Client to carry out any unlawful act or to discharge his/her duties for the Client in an unlawful manner, nor shall the Client discriminate in any unlawful manner against the Contractor.
- e) The Client shall keep SRL indemnified against:
 - i. Any claim of whatsoever kind, which the Contractor or members of his/her family may make against SRL by reason of or arising from the failure by the Client to fulfil its obligation under the Agreement;
 - ii. Any claim which a third party may make against SRL arising from or by reason of any conduct, act or omission (whether wilful, reckless, fraudulent, negligent, dishonest or otherwise of the Contractor during the hours worked for the Client pursuant to the Agreement (save and except to the extent that any such claim is covered by insurance effected by the Client for the benefit of SRL pursuant to clause 5b hereof)

- iii. All costs and expenses (including legal cost) incurred by SRL in respect of or arising from any such claim as aforesaid.
- f) Due to the nature of the services to be provided the Client shall determine the time and place in which the Contractor provides the services (notwithstanding that the Client is or may be acting as a contractor for another party).
- g) As an independent business a Temporary Contractor may utilise such persons as is necessary in the performance of the services, provided always and such person are in possession of the necessary skills, qualifications and experience to provide the Services.

Clause 6: Recruitment of Contractors

- a) The Client shall be liable to pay a Transfer fee if the Client Engages a Contractor introduced by SRL other than via SRL or introduces the Contractor to a third party and such introduction results in a Engagement of the Contractor by the third party other than SRL and:
 - i. Where the Contractor has been supplied by SRL such Engagement takes place during the Assignment or within: (a) the period of 8 weeks commencing on the day after the last day on which the Contractor worked for the Client having been supplied by SRL; or (b) the period of 14 weeks commencing on the first day on which the Contractor worked for the Client having been supplied by SRL or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment;
 - ii. Where the Contractor has not been supplied, such Engagement takes place within 6 Months from the date of the introduction to the Client.
 - iii. Where the Contractor, has been supplied by SRL and the Client wants to Hire Permanently a Transfer Fee of 13% of the first year salary agreed with the contractor will apply.
- b) The Transfer Fee will be calculated in accordance with the following;
 - i. Engineering, technical, professional, management and other supervisory personnel – as if the person concerned had been introduced under SRL Terms of Business for the introduction of permanent staff, a copy of which is included herewith;
 - ii. Trades, logistical, ticketed and other skilled personnel – a sum equivalent to the cost to the Client of hiring the Contractor(s) for a period of 28 Days for 9.5 hours per day multiplied by the agreed hourly rate.
 - iii. General Labour – a sum equivalent to the cost to the Client of hiring the Contractor(s) for a period of 14 days for 9.5 hours per day multiplied by the agreed hourly rate.
- c) If the Client wishes to engage the Contractor other than via SRL without liability to pay a Transfer Fee, the Client may, on giving one week's written notice to SRL, engage the Contractor for a Period of Extended Hire of 12 Weeks.
- d) During such a Period of Extended Hire SRL shall supply the Contractor on the same terms on which they have or would have been supplied during the Assignment and in any case on terms no less favourable than those terms which applied immediately before SRL received the notice in clause 6(c); and the Client shall continue to pay the agreed Charges, if SRL is unable to supply the Contractor for any reason outside its control for the whole or any part of the Period of Extended Hire; or the Client does not wish to hire the Contractor on the same terms as the Assignment; but the Contractor is Engaged by the Client, the Client shall pay the Transfer Fee, reduced pro-rata to reflect any Charges paid by the Client during any part of the Period of Extended Hire worked by the Contractor before being Engaged by the

Client. If the Client fails to give notice of its intention to Engage the Contractor other than via SRL before such Engagement commences, the parties agree that the Transfer Fee shall be due in full.

- e) A Contractor shall be regarded as providing work or services to the Client or to other companies, bodies, firms or persons if the Contractor provides that work or those services personally (or by utilising its employees, subcontractors or substitutes), whether or not the Contractor, or any company or firm which the Contractor is interested, or by which the Contractor is engaged, is/are party to the contract under which that work is or those services are provided.
- f) VAT is payable in addition to any Transfer Fee due.

Clause 7: Existing Agreements

These Terms of Business replace all SRL previous printed Terms of Business for Contractors.

Accordingly, the printed part of these Terms of Business shall apply both to the Agreement and also to all existing agreements between SRL and the Client for the provision of Contractor Services.

Clause 8: Duration

- a) The Agreement shall remain the full force and effect for so long as the Contractor provides Services for the Client in relation to the specific project which is the subject of the agreement between SRL and the Client.
- b) The Agreement shall be determined automatically upon the insolvency of either SRL or the Client.
- c) The Agreement may be determined by the Client as set out at Clause 4(b) above.
- d) The Agreement may be determined by SRL upon provision of 24 hours written notice provided to the Client by either Email or post to the regular business email address or postal address of the Client. For the avoidance to doubt, SRL shall be entitled to determine the agreement by such notice upon any failure by the Client (but not limited to) any failure to pay any sums owed to SRL pursuant to Clause 3 above.

Clause 9: Dispute Resolution

- a) Any dispute arising under or out of the Agreement may be referred by either SRL or the Client to an adjudicator for adjudication in accordance with the Adjudication Rules published by the Technology and Construction Solicitors Association (2002 version 2.0).
- b) Without prejudice to the right conferred on either SRL or the Client in clause 9(a) above any dispute or difference between the parties arising under or out of the Agreement shall be determined by legal proceedings.

Clause 10: Miscellaneous Provisions

- a) These conditions shall be construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the English courts.
- b) A Person who is not a party to the Agreement has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any terms of the Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- c) No Variation of these terms and conditions shall be valid if made without the written consent of a Director or other authorised officer of SRL.

Terms of Business for the Introduction of Permanent Staff

- 1) In these terms (“the Terms of Business”) SRL means Shannon Recruitment Limited : “the Client” means the party to whom SRL introduce any individual or individuals (hereafter referred to as “the Permanent Staff” which expression shall include both the singular and plural) to work for the Client as an employee of the Client. Permanent Staff shall mean any individual introduced by SRL to the Client and who the Client engages for work on either a full time or part-time basis. Unless otherwise agreed in writing, any such introduction is made upon these Terms of Business. The Client agrees that it shall be bound by these Terms of Business. For the avoidance of doubt these Terms of Business shall apply whether or not the Client provides written acknowledgment of acceptance thereof.
- 2) For the avoidance of doubt the offer of work by the Client to the Permanent Staff introduced SRL will be deemed an acceptance by the Client of these Terms of Business and shall give rise to an obligation on the part of the Client to pay SRL fee set out at Clause 3 (or, as appropriate, Clause 7) below. The Client shall notify SRL immediately upon offering work to any Permanent Staff introduced by SRL.
- 3) For the introduction of Permanent Staff, the fee payable to SRL by the Client on acceptance of the offer of work by the individual applicant (or applicants) is based on the following structure, determined as 13% of the Permanent Staff’s gross annual salary, and exclusive of VAT.
- 4) No fee will be payable if the engagement is terminated within one week of commencement of employment of the Permanent Staff by the Client.
- 5) Where Permanent Staff are retained by the Client for less than four weeks (from the date of commencement of work), a pro-rata reduction of 75% of the fee Provided the Client notifies SRL within 14 Days of termination that the engagement has been Terminated. A reduction of 50% is applicable for termination for assignments lasting between four to eight weeks of the commencement date. For any assignments lasting longer than eight weeks there is no refund applicable. Should the Client or any of its subsidiary or associated companies subsequently re-engage the same member(s) of Permanent Staff within a period of 6 Months from the date of termination or withdrawal of the offer of work (whichever is the later), a full fee in accordance with Clause 3 above shall become payable by the Client to SRL.
- 6) The pro-rata fee reduction set out in Clause 5 will only apply if the Client has already paid SRL’s invoice covering the same. In full within 30 Days of the date of invoice (as per Clause 10). Failure to pay the invoice in full and on time shall result in the client being liable for the full amount even where Permanent Staff are retained by the Client for less than ten weeks.
- 7) For the introduction of individual(s) for short term work (but who are not engaged as Permanent Staff) who are directly engaged and paid by the Client on that basis, the fee payable by the Client to SRL is an amount equal to 15% of the total wage payable but with a maximum of the appropriate Permanent fee exclusive of VAT. “Short Term Staff” shall mean individuals who are offered and accept work form the Client for a specific project for a fixed fee negotiated between the Client and SRL.
- 8) Introduction are confidential. To pass them on to other potential employers, resulting in a engagement renders the Client liable to pay the fee set out at Clause 3 above.
- 9) Should an individual who has previously been introduced and/or supplied by SRL as a Contractor (i.e in accordance with SRL Terms of Business for the supply of Contractors) be engaged by the Client, the provisions of Clause 6 of the Terms of Business for the Supply of Contractor services as outlined above will apply.

- 10) Unless otherwise agreed in writing, the due date for payment by the Client of SRL charges together with VAT (and other like taxes) shall be 7 days after the date of SRL's invoice covering the same. The final date for payment shall be 30 days after the date of the said invoice.
- 11) SRL seeks to ensure the suitability of applicants introduced to the Client. The Client must, however, take all the necessary steps by means of taking up references or conducting tests to confirm an applicant's integrity, qualifications and skills. The Client shall be responsible for obtaining work or other permits, for the arrangement of medical examinations and/or investigations into the medical history of any applicants and must satisfy itself as to any medical or other requirements or qualifications required by law. While every effort is made to maintain a high standard of integrity, and a reliable service, SRL cannot accept responsibility for any loss or damage (including but not limited to consequential, special, indirect loss or damage, loss of profit, loss of anticipated profit, loss of contract, loss of business or economic loss) arising from as a result of any act, omission or conduct on the part of the applicant introduced by SRL including (but not limited to) lack of skill, negligence, error, injury, expense, misconduct or dishonesty whether or not such loss was reasonable foreseeable by SRL or made known to SRL by the Client. Provided that nothing in this Clause shall be construed as purporting to exclude or restrict any liability to SRL to the Client for personal injury or death resulting from negligence (as defined in the Unfair Contract Terms Act 1977) nor any other liability the exclusion of which is prohibited by law.
- 12) Any dispute arising under or out of this agreement may be either SRL or the Client to an adjudicator for adjudication in accordance with adjudication rules published by the Technology and Construction Solicitors (2002 Version 2.0). Without prejudice to the right conferred on either SRL or the Client in this Clause any dispute or difference between the parties arising under or out of this agreement shall be determined by legal proceedings.
- 13) These conditions shall be construed in accordance with English law and shall be subject of the non-exclusive jurisdiction of the English Courts.
- 14) A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties Act 1999) to enforce any terms of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 15) No Variation of these terms and conditions shall be valid if made without the written consent of a Director or other authorised office of SRL.