



ONE RESOURCING LIMITED

**TERMS AND CONDITIONS OF BUSINESS
(PERMANENT STAFF)**

1. These Terms and Conditions of Business shall govern all contracts relating to Applicants for permanent positions entered into by ONE RESOURCING LIMITED (hereinafter called "the Agency") and a client (hereinafter called "the Client") who uses, engages or employs an Applicant introduced by the Agency.
2. No charge is made to the Client for arranging an interview with an Applicant and our service is entirely free to Applicants.
3. The Agency's introduction fee payable by the Client upon the commencement of employment of the Applicant with the Client is as per the current scale of rates and charges for the introduction of permanent staff and are payable to the Agency not later than 28 days maximum from the date of the Agency's invoice. The Agency reserves the right to charge interest on any invoices unpaid after such date at a rate equal to 4% above HSBC Bank base lending rate from time to time.
4. If any of the following Clients of Persons uses, engages or employs an Applicant registered with or used by the Agency in accordance with the Employment Agencies Act 1973 or who has been registered with or used by the Agency within 6 months of being introduced to such a Client or persons then the introduction fee of the Agency as per the current scale of rates and charges will be payable by the Client as if the Client was that said following person and that the said following person had contracted with the Agency on these Terms and Conditions of Business:-
 - (a) A Client or any servant or agent or employee of the Client; or
 - (b) Any associate or subsidiary of the Client or any servant or agent or employee of such associate or subsidiary; or
 - (c) Any other person to whom any of these referred to in Clauses 4(a) or 4(b) hereof introduced that Applicant. Without prejudice to the generality thereof, an introduction shall be deemed to have been effected if that Applicant carries out any work at the premises of, or for the benefit of any persons referred to in Clauses 4 (a) (b) (c) hereof whether in the employment of those persons or not.
 - (d) The introduction fee shall also be payable if the Client or person shall enter into any contract for the supply of the Applicant's services with any company or legal entity with which the Applicant is connected or associated with and/or which company or legal entity invoices that Client for the Applicant's services.
5. Should a successful Applicant leave the employment of the Client within 7 days of his/her commencement of employment for any reason, the fee chargeable by the Agency will be refunded in full, if already paid, provided written notice of such termination of employment of the Applicant is given to the Agency by the Client within 7 days of the termination if the Applicant leaves the employment of a Client between 8 days and 4 weeks after the commencement of his/her employment, an introduction fee of 50% only of the full introduction fee is payable by the Client save that this clause shall only apply where written notification from a Client is received by the Agency within 14 days of the Applicant's last day of employment with the Client.
6. The Client shall be solely responsible for taking up references (including the confirmation of any professional or academic qualifications) which it shall require and for arranging any medical examination and investigations of the Applicant, the Applicant's background and for obtaining any work or other necessary permits and shall be solely responsible for satisfying itself as to the suitability of any Applicant.
7. Any variation of these Terms and Conditions of Business in respect of fees and refunds must be previously agreed in writing by a Manager of the Agency to be effective. Any other variations must be previously agreed in writing by a Director of the Agency to be effective.
8. The Terms and Conditions of Business are effective from the 1st day of July 2006 and shall supercede all previous Terms

and Conditions of Business, and in case of conflict these Terms and Conditions of Business shall prevail.

ONE RESOURCING LIMITED is an Equal Opportunities Employer

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TERMS AND CONDITIONS OF BUSINESS (TEMPORARY WORKERS)

1. These Terms and Conditions of Business shall govern all assignments relating to temporary workers entered into by ONE RESOURCING LIMITED (hereinafter called "The Employment Business") and a Client (hereinafter called the "Hirer") who hires a member of the Employment Business's workforce (hereinafter called "the Temporary Worker") who shall be any person introduced by the Employment Business to the Hirer for the purpose of carrying out any work.
2. The hire or use of a Temporary Worker shall be deemed to constitute acceptance of these Terms and Conditions of Business.
3. The Hirer agrees to pay the Employment Business the hourly charges of the Employment Business as notified at the time of booking of the Temporary Worker for all hours or parts of any hour actually worked by the Temporary Worker. An overtime charge will be charged at 1.1/2 times the hourly charge for any hours or parts of any hour exceeding 8 hours per day from Monday to Friday inclusive and any hours worked on a Saturday shall be chargeable at the overtime charge rate of 1.1/2 times the hourly charge rate and any hours worked on any Sunday or Statutory and/or Bank Holidays shall be chargeable at double the hourly charge.
4. The Employment Business's charges invoiced to the Hirer are payable to the Employment Business not later than 28 days maximum from the date of the Employment Business invoice. The Employment Business reserves the right to charge interest on any invoices unpaid after such date at a rate equal to 4% above the HSBC Bank base lending rate from time to time.
5. The Employment Business will be responsible for payment of remuneration, deduction and payment of all statutory contributions for Earnings Related Insurance and the administration of Schedule E Income Tax (P.A.Y.E.) in respect of the Temporary Worker.
6. If any of the following Hirers or persons uses engages or employs a Temporary Worker within a period of 6 months of that Temporary Worker being registered with, used or employed by the Employment Business in accordance with the Employment Agencies Act 1973, then the introduction fee of the Employment Business will be payable by the Hirer as if the Hirer was that said following person and that the said following person had contracted with the Employment Business on these Terms and Conditions of Business:-
 - (a) The Hirer or any servant or agent or employee of the Hirer; or
 - (b) any associate or subsidiary of the Hirer or any servant or employee of such associate or such subsidiary; or
 - (c) any other person to whom any of those referred to in clause 6(a) or 6(b) hereof introduced that Temporary Worker. Without prejudice to the generality thereof, an introduction shall be deemed to have been effected if that Temporary Worker carried out any work at the premises of, or for the benefit of any of the persons referred to in Clauses 6(a) (b) (c) hereof whether in the employment of those persons or not.
7.
 - (a) If any of the following Hirers or persons uses engages or employs a Temporary Worker or any of the Hirers or persons referred to in Clause 6 hereof uses engages or employs a Temporary Worker who being a Temporary Worker supplied by the Employment Business carries out or has carried out work as a Temporary Worker for any of the Hirers or persons mentioned in Clause 6 hereof, within a period of 6 months of that Temporary Worker being registered with, used or employed by the Employment Business in accordance with the Employment Agencies Act 1973, then the introduction fee of the Employment Business shall be payable as per the current scale of rates and charges for the introduction or permanent staff, even if the Temporary Worker shall subsequently leave the employment of the Hirer for whatever reasons and no credit or refund of fees in whole or in part will be given. For the purpose of Clause 6 and 7 hereof a Temporary Worker shall be deemed to have been used, engaged or employed by the Hirers or persons mentioned in Clause 6 if he or she should carry out any work on behalf of the Hirer or one of the aforesaid persons whether he or she does so under his or her own name or on behalf of any limited company or other legal entity which he or she controls, and/or with which he or she is connected.
 - (b) The Hirer shall be solely responsible for taking up any references (including the confirmation of any professional or academic qualifications) which it shall require and for arranging any medical examination and investigations of the Temporary Worker, his/her background and for obtaining any work or other necessary permits and shall be responsible for satisfying itself as to the suitability of the Temporary Worker prior to engagement of work.
8. Whilst every effort is made by the Employment Business to give satisfaction to the Hirer by ensuring reasonable standards of skill, integrity and reliability from Temporary Workers and further provide them in accordance with booking details, no liability shall be attached to the Employment Business for:-

- (a) any loss, expense or damage caused directly or indirectly by any failure to provide any particular Temporary Worker for all or part of the period of the booking; or
 - (b) any loss, expense or damage caused directly or indirectly by any act or omission whether willful or otherwise, or for negligence of any Temporary Worker during the period of the assignment; or
 - (c) any loss, expense or damage caused directly or indirectly by any negligence or dishonesty or misconduct or lack of skill or any act of omission whether willful or otherwise of a Temporary Worker.
9. Should the Hirer have any reasonable cause to complain to the Employment Business about a Temporary Worker within 7 hours of that Temporary Worker commencing an assignment, then the Employment Business will make no charge for the said Temporary Worker up to a maximum of 7 hours, providing that complaint is received by the Employment Business within that 7 hour period and confirmed in writing by the Hirer and such confirmation received by the Employment Business within 48 hours.
10. The Hirer undertakes to supervise Temporary Workers assigned to him sufficiently to ensure the Hirers satisfaction with reasonable standards of workmanship.
11.
 - (a) Temporary Workers are engaged by the Employment Business under contracts for service and are deemed to be under the direction, supervision and control of the Hirer from the time the Temporary Worker first reports at the premises of the Hirer to take up duties and for the duration of the assignment and the Hirer undertakes liability for any loss, expense or damage caused directly or indirectly by any act or omission or error of a Temporary Worker whether wilful or negligent or otherwise, as if the Temporary Worker was an employee of the Hirer. The Hirer will also comply in all respects with all the statutes including, for the avoidance of doubt, the Working Time Directive, by-laws, codes of practice and legal requirements to which the Hirer is ordinarily subject in respect of the Hirer's own staff. The Hirer further undertakes to comply with all statutes, statutory regulations, bylaws, legal requirements or legal duties to which the Hirer is or would be subject to in respect of his own employees, including in particular the provision of adequate Employer's and Public Liability insurance cover for the Temporary Worker during all assignments but excluding the matters referred to under Clause 5 hereof.

The Hirer shall also advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Temporary Worker. The Hirer will assist the Employment Business in complying with the Employment Business' duties under the Working Time Regulations by supplying any relevant information about the assignment requested by the Employment Business and the Hirer will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. Where the Hirer requires or may require the services of a Temporary Worker for more than 48 hours in any week, the Hirer must notify the Employment Business of this requirement before the commencement of that week.
 - (b) The Hirer is liable for any injury, loss or damage cause to a Temporary Worker, howsoever caused, while under the direction and control of then Hirer, as aforesaid, as if the Hirer was the employer of the Temporary Worker.
 - (c) The Hirer shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred by the Employment Business arising out of any assignment and/or as a result of any breach of these Terms by the Hirer.
12. DRIVERS. THE FOLLOWING ADDITIONAL TERMS RELATE TO THE SUPPLY OF TEMPORARY WORKERS AS DRIVERS OF ORDINARY AND "O" LICENSED VEHICLES (HEREIN CALLED THE DRIVERS).
 - (a) Temporary Drivers are supplied by the Employment Business on the sole understanding that the Hirer holds an Operators Licence under the Transport Act 1968, where required.
 - (b) As far as is possible, the Employment Business will check references of Drivers, and will examine driving licences and permits notwithstanding this the Hirer agrees to take direct responsibility for all statutory duties where applicable in respect of driving licence and permits, driver's hours and records, the issue and collection of tachograph cards, maintenance and safety of vehicles, Health and Safety Regulations, and Road Traffic liability insurances: including but not limited to fully comprehensive insurance for the vehicle to be driven and its contents.
 - (c) To assist Hirers in complying with the relevant provisions of the Transport Act, the Employment Business agrees to provide the Hirer upon request with such information as is available to the Employment Business about any driving assignments carried out by the Driver in the seven days immediately preceding the commencement of an assignment with the Hirer, provided the Driver shall have worked for a Hirer or Employment Business during those seven days.
13. Any variation of these Terms and Conditions of Business in respect of fees and refunds must be previously agreed in writing by a Manager of the Employment Business to be effective. All other variations must be previously agreed in writing by a Director of the Employment Business to be effective.

14. The Terms and Conditions of Business are effective from the 1st day of July 2006 and shall supersede all previous Terms and Conditions of Business, and in the case of conflict these Terms and Conditions of Business shall prevail.

ONE RESOURCING LIMITED is an Equal Opportunities Employer

We the undersigned agree to the above Terms and Conditions of Business in regard to supply of Permanent and Temporary staffing solutions from ONE RESOURCING LIMITED.