



SITE FORCE CONSTRUCTION & ENGINEERING SERVICES LTD.
TERMS OF BUSINESS FOR THE SUPPLY OF TEMPORARY WORKERS (the "Agreement")

DEFINITIONS

- "Relevant Period"** means the later of either (i) the period of 8 weeks commencing on the day after the Temporary Worker's last day working for the Client; or (ii) the period of 14 weeks commencing on the first day the Temporary Worker worked for the Client (where there has been a break of more than 42 days between any period of work carried out by the Temporary Worker for the Client, the first day of the 14 weeks shall be the first day of the subsequent period of work).
- "Temp-to-Perm"** means where a Temporary Worker is supplied by the Employment Business (as defined below) and either transfers or is subsequently taken on directly by the Client (as defined below) to whom they have been supplied and the Temporary Worker has a direct contractual relationship with the Client;
- "Temp-to-Temp":** means where a Temporary Worker is supplied to the same Client by a different employment business.
- "Temp-to-Third Party":** where a Client introduces a Temporary Worker to another person who employs that Temporary Worker directly.

1. These Terms and Conditions of business are between Site Force Construction & Engineering Services (hereinafter called the "Employment Business"), and the Client hiring the Temporary Worker (hereinafter called "the Client").
2. The hire, engagement or interview of a worker registered with the Employment Business (hereinafter called the "Temporary Worker") shall be deemed acceptance of and agreement to these Terms and Conditions of Business. The definition of a Temporary Worker provided by the Employment Business includes Temporary Workers who have become incorporated under a Limited Company and are paid by the Employment Business via their Limited Company for services provided to the Client.
3. Where a Temporary Worker is supplied by the Employment Business to the Client, the Client shall:-
 - (i) Pay the agreed hourly rate(s) in accordance with the rate(s) advised at the time of the booking (which shall be agreed between the parties and confirmed in writing), subject to a minimum charge of eight hours for any short term booking of a temporary nature;
 - (ii) Pay travel time, hotel and other expenses authorised by the Client as itemised on the Employment Business' invoice; and
 - (iii) Verify and sign the Employment Business' Weekly Time Sheet. Signature of such Time Sheets by the Client constitutes acceptance that the Temporary Worker has worked satisfactorily for the hours indicated on the Time Sheet. Failure to sign the Time Sheet does not alter the Client's liability to pay for hours worked; and
 - (iv) Allow Temporary Workers rest breaks and to take holiday in accordance with their statutory entitlements (holiday dates are to be agreed between the Client and the Temporary Worker and it is the responsibility of the Temporary Worker to inform the Employment Business of holiday dates prior to such dates being taken).
4. All the Employment Business' invoices will be sent to the Client with the signed Weekly Time Sheet and are payable thirty days from the date of the Employment Business' invoice. On overdue invoices interest will be added at 2.5% per month. Any additional charges that are levied by our financier due to late payment on your account will also be passed to the Client at the discretion of the Employment Business. All of the Employment Business' invoices are payable in full and are not subject to discounts or reductions of any kind. Reductions in invoice payments can only be made when in receipt of a valid credit note from the Employment Business.
5. Temporary Workers supplied by the Employment Business are under a Contract for Services and the Employment Business assumes responsibility for payment to the Temporary Worker including all statutory deductions as required by law.
6. The direction, supervision, control and Health and Safety of a Temporary Worker assigned to the Client is the responsibility of the Client for the duration of the assignment. It is the responsibility of the Client to ensure their satisfaction with reasonable standards of workmanship. If the Temporary Worker is not satisfactory, or the services of the Temporary Worker prove to be unsatisfactory, the Employment Business may (in its absolute discretion) reduce or cancel the charge for the time worked by the Temporary Worker, provided that the Client:
 - (i) ensures that the Temporary Worker leaves that assignment immediately;
 - (ii) does not sign the Temporary Worker's timesheet
 - (iii) verbally notifies the Employment Business of the unsatisfactory Temporary Worker within 4 hours of the Temporary Worker commencing their duties; and
 - (iv) confirms the unsuitability of the Temporary Worker in writing to the Employment Business within 48 hours of the Temporary Worker commencing their duties.

In the event that the above conditions (i.e. Clause 6(i) – 6(iv)) are not satisfied by the Client, the Client shall remain liable for payment of the Temporary Worker's services.

7. Whilst every effort is made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Temporary Workers and further to provide them in accordance with the assignment booking details, no liability will be accepted by the Employment Business for any loss, damage, expense or delay arising

from any failure to provide any particular Temporary Worker for all or part of the booking or from the negligence, dishonesty, misconduct or lack of skills of the Temporary Worker(s) provided.

8. In the event that the Temporary Worker introduced or supplied to the Client proves unsatisfactory, then the Employment Business will endeavour to find a replacement for the Client the following day or as soon as reasonably practicable. For the avoidance of doubt (i) the Company shall not be liable for any costs, expenses and/or any other liability that the Client may incur or suffer as a result of the Temporary Worker proving unsatisfactory; and (ii) this Clause does not apply to any Temp-to-Perm, Temp-to-Temp or Temp-to-Third Party transfers.
9. Temporary Workers provided by the Employment Business are deemed to be under the direction and control of the Client from the time the Temporary Worker reports to take on duties and for the duration of the assignment and 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 and the Client will in all respects comply with all statutes, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff including in particular the provision of adequate Employer's and Public Liability insurance cover for the Temporary Worker during all assignments and compliance with the provisions of the Working Time regulations 1998 ("WTR"), but excluding the matters specifically mentioned in Paragraph 5 above.
10. The Client shall indemnify and keep indemnified the Employment Business against any costs, claims and liabilities incurred by the Employment Business arising out of the assignments and in particular against any such claims or liabilities arising out of contravention of the WTR.
11. The Client is responsible for ensuring that the Temporary Worker is provided with the relevant documentation relating to the Client's operation as required by the Health and Safety at Work etc. Act 1974 and relevant regulations made under this act.
12. All rates quotes exclude VAT and CITB levy.
13. For the purposes of this letter:

if you are a partnership then "you" means any of the partners; and

in all cases "data" means any information which we or our financier may hold about you (whether or not provided by you) including (without limitation) information about your credit worthiness and transactions which we have entered into or may enter into with you.

We shall pass data to our financier and they will hold it for the purposes of assessing your suitability for credit and in order to know the state of your account.

Our financier may also obtain data from and pass data to credit reference agencies and other parties who may grant you credit.

Our financier may pass data to their bankers, solicitors, accountants and insurers for the purposes of the services provided by them to our financier. Our financier may also use the data for training and marketing purposes and for such purposes may monitor and/or record telephone calls between you and our financier.

If you wish to know the identity of our financier to whom data has been passed please contact our data controller who will be able to disclose this information to you. If you wish to receive a copy of the information we hold about you please apply in writing. A charge may be made for the provision of these details.

14. Where the Employment Business **introduces** a Temporary Worker to the Client (where there is no supply) and there is either a Temp-to-Perm or Temp-to-Temp transfer, the Client shall either:
 - (i) pay the Employment Business a fixed fee of to be agreed between the Parties (hereinafter referred to as the "Introductory Fee"); or
 - (ii) agree to hire the Temporary Worker for a specified period to be agreed between the Parties (hereinafter referred to as the "Initial Period") on the same terms and conditions as provided for in this Agreement and at the end of the Initial Period, the Temporary Worker will transfer to the Client without any charge.
15. Where the Employment Business **introduces** a Temporary Worker to the Client (where there is no supply) and there is a Temp-to-Third Party transfer, the Client shall pay the Employment Business a fixed fee to be agreed between the Parties
16. Where the Employment Business **supplies** a Temporary Worker to the Client and there is either a Temp-to-Perm or Temp-to-Temp transfer, the Client shall either:
 - (i) pay the Employment Business a fixed fee to be agreed between the Parties (hereinafter referred to as the "Transfer Fee"); or
 - (ii) agree to hire the Temporary Worker for a specified period to be agreed between the Parties (hereinafter referred to as the "Initial Period") on the same terms and conditions as provided for in this Agreement and at the end of the Initial Period, the Temporary Worker will transfer to the Client without any charge.
17. For the avoidance of doubt, Clause 14 & 15 shall apply when the transfer takes place within the Relevant Period. Where there has been no agreement for a transfer to take place by the Employment Business then a transfer fee will automatically

be billed to the Client at 8 weeks of the Temporary Worker's standard full time hours unless otherwise agreed in writing by the Employment Business.

18. Where the Employment Business **supplies** a Temporary Worker to the Client and there is a Temp-to-Third Party transfer, the Client shall pay the Employment Business a fixed fee to be agreed between the Parties when the transfer takes place within the Relevant Period.
19. Where there has been a Temp-to-Perm transfer and a Introductory Fee or Transfer Fee has been paid by the Client to the Employment Business but the Temporary Worker terminates the direct contractual relationship with the Client, then in those circumstance (and those circumstances only) the Company shall refund either the Introductory Fee or Transfer fee as follows:

Where the Temporary Worker has had a direct contractual relationship with the Client for:

0 - 28 days	80% of the Introductory Fee or Transfer Fee shall be refunded by the Employment Business to the Client
29 - 56 days	60% of the Introductory Fee or Transfer Fee shall be refunded by the Employment Business to the Client
57 – 84 days	40% of the Introductory Fee or Transfer Fee shall be refunded by the Employment Business to the Client
85 – 112 days	20% of the Introductory Fee or Transfer Fee shall be refunded by the Employment Business to the Client

113 ys + no refund

- 20 For the avoidance of doubt, no refund shall be payable in circumstances where the Client has terminated the direct contractual relationship with the Temporary Worker for whatever reason.
- 21 No variation of these Terms and Conditions of Business is valid unless confirmed in writing by a Director of Site Force Construction & Engineering Services Limited.
- 22 This agreement will be governed by Scots Law