

**CONDITIONS FOR THE HIRE OF TEMPORARY STAFF WHO ARE ENGAGED UNDER
A CONTRACT FOR SERVICES WITH DCS RECRUITMENT LIMITED.**

In these Terms of Business the following definitions apply:

1. **"Assignment"** means the period during which the Temporary Worker is supplied to render services to the Client.
"Client" means the person firm or corporate body, together with any subsidiary or associated company as defined by the Companies Act 1985, to whom the Temporary Worker is supplied or introduced.
"The Employment Business" means DCS Recruitment Limited
"Engages"/"Engaged"/"Engagement" means the engagement, employment or use of the Temporary Worker directly by the Client or any third party or through any other employment business on a permanent or temporary basis, whether under a contract of service or for services; an agency, licence, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the Temporary Worker is an officer or employee.
"Temporary Worker" means the individual who is introduced by DCS Recruitment Limited to render services to the Client.
"Transfer Fee" means the fee payable in accordance with clause 7 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.
"Relevant Period" means the later date of either 36 weeks from the first 'day on which the Temporary Worker was supplied by DCS Recruitment Limited to work for the Client, or 26 weeks from the day after the Temporary Worker was last supplied by DCS Recruitment Limited the Client.
"Introduction Fee" means the fee payable in accordance with clause 7 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.
"Introduction" means the Client's interview of a Temporary Worker in person or by telephone, following the Client's instruction to DCS Recruitment Limited to supply a Temporary Worker; or the passing to the Client of a Curriculum Vitae or information which identifies the Temporary Worker and which leads to an Engagement of that Temporary Worker.
"Remuneration" includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and where applicable non-taxable) emoluments payable or receivable by the Applicant for services rendered to or on behalf of the Client.

Unless the context requires otherwise, references to the singular include the plural. The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

2. THE CONTRACT

These terms constitute the contract between DCS Recruitment Limited and the Client for the supply of the Temporary Worker's services by DCS Recruitment Limited to the Client and are deemed to be accepted by the Client by virtue of its request, for interview with or engagement of the Temporary Worker or the passing of any information about the Temporary Worker to any third party following an Introduction.

These terms contain the entire agreement between the parties and prevail over any other terms of business or purchase conditions put forward by the Client. Variations to these Terms will only be valid if they are agreed in writing between the parties, with a date from which the variations take effect.

3. CHARGES

The Client agrees to pay DCS Recruitment Limited hourly charges calculated according to the number of hours worked by the Temporary Worker. The charges comprise mainly of the Temporary Worker's pay, National Insurance Contributions and any travel, hotel or other expenses as may have been agreed with the Client, or as are reasonable. VAT if applicable, is payable on the entirety of these charges.

The charges are invoiced to the Client on a monthly basis and are payable within 30 days. DCS Recruitment Limited reserves the right to charge interest on any accounts which remain outstanding at the rate of 4% above the London Inter-Bank offer rate on the original amounts until the account is settled.

4. INFORMATION TO BE PROVIDED

When making an Introduction of a Temporary Worker to the Client, DCS Recruitment Limited shall inform the Client of the Temporary Worker's identity, willingness to work on the assignment and their necessary experience, training, qualifications and professional status as required by law, the Client or a professional body to work in the assignment. If this information is provided verbally it will be confirmed in written form either in hard copy or electronically within 3 working days.

5. TIMESHEETS

At the end of each week of an Assignment, or at the end of the Assignment if it is for one week or less, the Client shall sign DCS Recruitment Limited timesheet verifying the hours worked by the Temporary Worker during that week. Signature of the timesheet by the Client is confirmation of the number of hours worked. If the Client is unable to sign a timesheet because the Client disputes the hours claimed, the Client shall inform DCS Recruitment Limited as soon as is reasonably practicable and shall cooperate fully and in a timely fashion with DCS Recruitment Limited to establish what hours, if any, the Temporary Worker worked. Failure to sign the timesheet does not absolve the Client's obligation to pay the charges in respect of the hours worked. In cases of unsatisfactory work, the Client should apply the provisions of clause 10 but is required to sign the timesheet confirming hours worked.

6. PAYMENT OF THE TEMPORARY WORKER

DCS Recruitment Limited assumes responsibility for paying the Temporary Worker.

7. TRANSFER AND INTRODUCTION FEES

- 1) In the event of the Engagement of a Temporary Worker supplied by DCS Recruitment Limited either directly to the Client or by the Client pursuant to being supplied by another Employment Business, within the Relevant Period the Client shall be liable to:

- a transfer fee calculated as shown below;

The fee varies according to Remuneration as follows: -

| | |
|---------------------|-------|
| Annual Remuneration | % Fee |
| Up to £14,999 | 20% |
| £15,000 and above | 25% |

DCS Recruitment Limited may alter this scale from time to time and, if appropriate, the Client will be advised in writing. No rebate of the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

- 2) In the event that there is an Introduction of a Temporary Worker to the Client that does not result in the supply of that Temporary Worker by DCS Recruitment Limited to the Client, but which leads to the Engagement of the Temporary Worker by the Client either directly or pursuant to being supplied by another Employment Business the Client shall be liable to:

- a transfer fee calculated as shown below;

The fee varies according to Remuneration and area as follows: -

| | |
|---------------------|-------|
| Annual Remuneration | % Fee |
| Up to £14,999 | 20% |
| £15,000 and above | 25% |

DCS Recruitment Limited may alter this scale from time to time and, if appropriate, the Client will be advised in writing. No rebate of the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due

- 3) In the event that the Temporary Worker is introduced by the Client to a third party that results in the Engagement of the Temporary Worker by the third party within the Relevant Period the Client shall be liable to pay a Transfer Fee as shown below:

The fee varies according to Remuneration and area as follows: -

| | |
|---------------------|-------|
| Annual Remuneration | % Fee |
| Up to £14,999 | 20% |
| £15,000 and above | 25% |

DCS Recruitment Limited may alter this scale from time to time and, if appropriate, you will be advised in writing.

No rebate of the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

8. LIABILITY

- 1) Whilst every effort is made by DCS Recruitment Limited to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from a Temporary Worker and further to provide them in accordance with the Client's booking details, DCS Recruitment Limited is not liable for any loss, expense, damage or delay arising from any failure to provide any Temporary Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker. For the avoidance of doubt, DCS Recruitment Limited does not exclude liability for death or personal injury arising from its own negligence.
- 2) A Temporary Worker supplied by DCS Recruitment Limited is engaged under a Contract for Services. They are not the employee of DCS Recruitment Limited, but are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors or omissions of the Temporary Worker, whether wilful, negligent or otherwise as though the Temporary Worker was on the payroll of the Client. The Client will also comply in all respects with all statutes including for the avoidance of doubt, the Working Time Regulations, Health and Safety at Work Act etc, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff (excluding the matters specifically mentioned in clause 6 above), including in particular the provision of adequate Employer's and Public Liability insurance cover for the Temporary Worker during assignments.
- 3) The Client shall advise DCS Recruitment Limited of any special Health and Safety matters about which DCS Recruitment Limited is required to inform the Temporary Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Temporary Worker is to fill the Assignment. The Client will assist DCS Recruitment Limited in complying with DCS Recruitment Limited duties under the Working Times Regulations by supplying any relevant information about the Assignment requested by DCS Recruitment Limited and the Client will not do anything to cause DCS Recruitment Limited to be in breach of its obligations under these regulations. Where the Client requires or may require the services of the Temporary Worker for more than 48 hours in any week, the Client must notify DCS Recruitment Limited of this requirement before the commencement of that week. The Client will inform DCS Recruitment Limited if the Temporary Worker is required to work at least 3 hours between 11 pm and 6 am and provide adequate records to comply with Regulations 6 (1) and 7 of the Working Time Regulations 1998.
- 4) The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Temporary Worker for the Temporary Worker to fill the Assignment. DCS Recruitment Limited will make every reasonable effort to ensure that the Temporary suits the Client's requirements in terms of standards of skills, integrity and reliability. However, neither DCS Recruitment Limited nor anyone acting on DCS Recruitment Limited behalf is liable for any loss, expense or damage caused by any act or omission of the Temporary Worker. DCS Recruitment Limited is not responsible for obtaining work or other permits, references or medical reports.
- 5) The Client shall indemnify DCS Recruitment Limited against any costs, claims or liabilities incurred by DCS Recruitment Limited arising out of any Assignment or arising out of any non-compliance with clauses 2 and/or 3 as a result of any breach of these Terms by the Client.

9. SPECIAL SITUATIONS

Where the Temporary Worker is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment, DCS Recruitment Limited will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Temporary Worker, two references from persons not related to the Temporary Worker who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Temporary Worker is suitable for the position. If DCS Recruitment Limited is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

10. TERMINATION

- 1) The Client undertakes to supervise the Temporary Worker sufficiently to ensure the Client's satisfaction with the standards of workmanship. If the Client reasonably considers that the services of the Temporary Worker are unsatisfactory, the Client may terminate the Assignment either by instructing the Temporary Worker to leave the Assignment immediately, or by directing DCS Recruitment Limited to remove the Temporary Worker. DCS Recruitment Limited may, in such circumstances, reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates: -
 - a) Within 8 hours of the Temporary Worker commencing duties where the booking was for more than 8 hours, and
 - b) Within 4 hours where the booking was for 8 hours or less.

and also providing that notification of the unsuitability of the Temporary Worker is confirmed in writing to DCS Recruitment Limited within 48 hours of the termination of the Assignment.

- 2) The Client, DCS Recruitment Limited or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability.
- 3) The Client shall notify DCS Recruitment Limited immediately and without delay and in any event within 24 hours if the Temporary Worker fails to attend work or notifies the Client that the Temporary Worker is unable to attend work for any reason.
- 4) DCS Recruitment Limited shall notify the Client immediately if it receives or otherwise obtains information, which gives it reasonable grounds to believe that a Temporary Worker supplied to the Client is unsuitable for the Assignment, and shall terminate the Assignment under the provision of clause 10.2.

11. DATA PROTECTION

The Client will only use and process information provided by DCS Recruitment Limited on Applicants for recruitment purposes and in accordance with UK Data Protection legislation. To improve the service provided and for training purposes. DCS Recruitment Limited may monitor or record communications (for example, by telephone and e-mail).

12. ALTERATIONS

No alterations to these Terms shall have effect unless confirmed in writing by one of our Company Directors.

The following additional Terms relate to the Supply of Temporary Workers as drivers of Licensed Vehicles. Herein called the Drivers

1. Temporary Drivers are supplied by DCS Recruitment Limited on the sole understanding that the Client holds an Operator's Licence under the Transport Act 1968 where required.
2. As far as possible DCS Recruitment Limited will check references of Drivers and will examine driving licences and permits, notwithstanding this, the Client agrees to take direct responsibility for all statutory duties where applicable in respect of driving licences and permits: Drivers hours and records, the issue and collection of tachograph cards, maintenance and safety of vehicles, Health and Safety Regulations and Road Traffic and Liability Insurances, including but not limited to fully comprehensive insurance for the vehicle to be driven and its contents. The Client shall on request permit DCS Recruitment Limited to inspect its Operators licence and Policies of insurance for the vehicles to be driven by the Temporary Worker.
3. To assist Clients in complying with the relevant provisions of the Transport Act, DCS Recruitment Limited agreed to provide the Client upon request with such information as is available to DCS Recruitment Limited about any driving assignments carried out by the Driver in the seven days immediately preceding the commencement of an assignment with the Client, provided the Driver shall have worked for a Client of DCS Recruitment Limited during those seven days.

These Terms are governed by the law of England/Scotland and Wales and are subject to the exclusive jurisdiction of the Courts of England/Scotland and Wales.

These Terms and conditions have been in effect since 28/02/2014 to present unless superseded by a new revision.