

Terms of Business - Temporary (effective from 1st July 2007)

I. DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

"Assignment" means the period during which the Temporary Worker is supplied by the Employment Business 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 "SANANT LIMITED", 119 The Hub, 300 Kensal Road LONDON, W10 5BE, Company No. 06455515, trading as: **Orange Black** with head office at: 58, Harrowes Mead, Edgware, London, HA8 8RD "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, license, franchise or partnership arrangement; or any other engagement; directly or through a limited company of which the Temporary Worker is an officer or employee

"Introduction/Introduced/Introducing" means (i) the Client's interview of a Temporary Worker in person or by telephone, following the Client's instruction to the Employment Business to supply a Temporary Worker; or (ii) the passing by the Employment Business to the Client of a curriculum vitae or information which identifies the Temporary Worker.

"Temporary Worker" means the individual who is introduced by the Employment Business to render services to the Client.

2. THE CONTRACT

2.1 These Terms and Conditions of Business regulate the agreement between the "The Employment Business" and the "Client"

2.2 These Terms and Conditions are deemed to be accepted upon the Introduction to the Client of a Temporary Worker, or by virtue of its request for interview with or the Engagement by the Client of the Temporary Worker Introduced by the Employment Business.

3. CHARGES

3.1 The Client agrees to pay the hourly charge of the Employment Business advised at the time of the booking or otherwise current.

3.2 The Client agrees to verify and sign the Employment Business' time sheets each week. Signature of such time sheets by the Client constitutes acceptance that the Temporary Worker's service has been provided for the hours indicated on the time sheets and that such services have been satisfactory. Travelling, hotel or other expenses as may be agreed shall be itemized on the Employment Business' invoice in addition to this charge. These charges will be those in force at the time of the Assignment and may be varied from time to time for the Assignment with immediate effect. Details of charges are available on application and are calculated on an hourly basis at rates varying according to the number of hours required in any one week. Value Added Tax shall be charged in addition at the rate applicable at the invoice date.

3.3 Charges are invoiced weekly and are payable within 15 days of the date of the Employment Business' invoice. The Employment Business reserves the right to charge interest on fees unpaid within 15 days of the invoice date. A rate of eight percent above NatWest Bank PLC's base lending rate will apply, calculated on a day to day basis, as from the date of the invoice until the date of payment.

4. PAYMENT OF THE TEMPORARY WORKER

4.1 The Employment Business assumes responsibility for payment of the Temporary Worker's remuneration, and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker.

5. TRANSFER AND INTRODUCTION FEES

5.1 In the event of the Engagement by the Client of a Temporary Worker supplied by the Employment Business either (1) directly or (2) pursuant to being supplied by another employment business, within either the duration of the Assignment, or 14 weeks from the start of the first Assignment (the first Assignment being each new Assignment where there has been a break of more than 42 days (6 weeks) since the end of the previous Assignment); or 8 weeks from the day after the last day the Temporary Worker worked on that Assignment, the Client shall be liable, subject to electing by providing the Employment Business with 3 days' written notice prior to the Engagement, to either an extended period of hire or a transfer fee which, unless otherwise agreed, will be either an extended period of hire of 16 weeks during which the Client shall pay the current hourly charge agreed pursuant to clause 3 for each hour the Temporary Worker is so employed or supplied; or a transfer fee which shall be calculated as follows: 17.5% of the remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the remuneration is not known, the current hourly charge rate multiplied by 250.

For the avoidance of doubt, where the Client does not give the notice as required in s5.1, the transfer fee will automatically be due.

5.2 In the event that there is an Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by the Employment Business to the Client, but which leads to Engagement by the Client of the Temporary Worker either (1) directly or (2) pursuant to being supplied by another employment business within 12 months of the date of the Introduction the Client shall be liable, subject to electing by providing the Employment Business with 3 days' written notice prior to the Engagement, to either an extended period of hire or an introduction fee which, unless otherwise agreed, will be either an extended period of hire of 16 weeks during which the Client shall pay the current hourly charge agreed pursuant to clause 3 for each hour the Temporary Worker is so employed or supplied; or an introduction fee which shall be calculated as follows; 17.5% of the remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the remuneration is not known, the current hourly charge rate multiplied by 250.

If the Client does not give the notice as required in section 5.2 the parties agree that the introduction fee shall automatically be due.

5.3 In the event that the Engagement referred to above of a Temporary Worker is for a term of less than 12 months, the fee under 5.1 and 5.2 will apply pro-rata, although if that initial term is extended (or if the Temporary Worker is re-engaged within 3 months of the termination of the initial Engagement), the Client shall be liable to pay a further fee based on the remuneration applicable for the period of the second Engagement up to termination or the first anniversary of its commencement, whichever is sooner.

5.4 In the event that a Temporary Worker Engaged by a Client following an Introduction is then introduced by the Client to a third party which results in the Engagement of the Temporary Worker by the third party during the Assignment or within whichever is the longer of either
* 14 weeks from the start of the first Assignment (each new Assignment where there has been a break of more than 42 days (6 weeks) since the end of the previous Assignment shall also be considered to be the 'first Assignment' for these purposes); or
* 8 weeks from the day after the last day the Temporary Worker worked on the Assignment The Client shall be liable to pay a transfer fee calculated in accordance with clause 5.1

5.5 In the event that there is an Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by the Employment Business to the Client, but the Temporary Worker is introduced by the Client to a third party which results in the Engagement of the Temporary Worker by the third party within 6 months from the date of Introduction the Client shall be liable to an introduction fee calculated in accordance with clause 5.2.

6. LIABILITY

6.1 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 booking details, no liability will be accepted by the Employment Business for any loss, expense, damage or delay arising from any failure to provide any particular Temporary Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Workers provided. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.

6.2 Temporary Workers are engaged by the Employment Business under contracts for services. They 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 ads, errors or omissions of the Temporary Worker, whether willful, negligent or otherwise as though they were on the payroll of the Client. The Client will also comply in all respect with all statutes inducing, for the avoidance of doubt, the Working Time Regulations, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff, inducing in particular the provision of adequate Employer's and Public Liability Insurance ever for the Temporary Worker during all Assignments. The Client 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 Client 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 Client will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Temporary Worker for more than 48 hours in any week, the Client must notify the Employment Business of this requirement before the commencement of that week.

6.3 The Client shall indemnify and keep indemnified the Employment Business against any cost, claims or liabilities incurred by the Employment Business arising out of any Assignment or Engagement of a Temporary Worker and/or as a result of any breach of these Terms by the Client.

7. TERMINATION

7.1 The Client undertakes to supervise the Temporary Worker sufficiently to ensure the Client's satisfaction with the Temporary Worker's 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 the Employment Business to remove the Temporary Worker. The Employment Business may in such circumstances reduce or cancel the charges for the time worked by the Temporary Worker, provided that the Assignment terminates:

i) Within four hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours; or

ii) Within two hours for bookings of seven hours or less;

and also provided that notification of the unsuitability of the Temporary Worker is confirmed in writing to the Employment Business with 48 hours of the termination of the Assignment.

7.2 Any of the Client, the Employment Business or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability.

8. VARIATION

8.1 No variation can be made to these terms without the written consent of a director of the Employment Business.

9. ENGAGEMENT OF ORANGE BLACK EMPLOYEES

9.1 In the event that a client should wish to offer full time employment to a permanent employee of Orange Black, the client will be charged a fee equivalent to that employee's annual basic salary.