



WISEWALK RESOURCES LIMITED TERMS AND CONDITIONS OF BUSINESS

PROVIDING "EMPLOYMENT AGENCY" SERVICES FOR PERMANENT STAFF RECRUITMENT

1. DEFINITIONS

- 1.1 In these Terms and Conditions of Business the following definitions apply:

The 'Applicant'

The person introduced by the Company to the Client for an Engagement; including any members of the Company's own staff.

The 'Assignment'

The job specification and fees as detailed in the Assignment Specification attached as Schedule A to these terms of business.

The 'Client'

The person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to which the Applicant is introduced.

The 'Company'

Wisewalk Resources Limited
6 Ox Row
Salisbury, Wiltshire
SP1 1EU

'Engagement'

The engagement, employment or use of the Applicant by the Client on a permanent or temporary basis, whether under a contract of service or for services, under an agency licence, franchise or partnership agreement, or any other engagement.

'Introduction'

The Client's interview of an Applicant in person or by telephone, following the Client's instruction to the Company to search for an Applicant; or the passing to the Client of a curriculum vitae or other information which identifies the Applicant and which leads to an Engagement of the Applicant by the Client.

'Remuneration'

Includes, without limitation, base salary, inducement payments, allowances, the benefit of a company car and all other payments and taxable (and where applicable, non-taxable) emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client.

2. THE CONTRACT

- 2.1 These Terms and Conditions of Business are deemed to be accepted by the Client by the virtue of an Introduction to, or interview with, or the Engagement of the Applicant.
- 2.2 Unless otherwise agreed in writing by a Director of the Company, these Terms and Conditions of Business shall prevail over any other terms of business or purchase conditions put forward by the Client.
- 2.3 No variation or alteration of these Terms and Conditions of Business shall be valid or enforceable unless approved in writing by a Director of the Company.

3. NOTIFICATION AND FEES

- 3.1 The client agrees:
- a) To notify the Company immediately of any offer of an Engagement which it makes to the Applicant.
 - b) To notify the Company immediately in the event that its offer of an Engagement has been accepted by the Applicant and provide details of the Remuneration.
 - c) To pay the Company's fee within 14 days of the date of the invoice.
- 3.2 The Client incurs the Introduction fee once an Applicant signs a contract of employment or in some other manner formally accepts the offer of Engagement. At this point the Company will render an invoice to the Client for its fees
- 3.3 In the event of late payment the Company reserves the right to claim statutory interest at 8% above the Bank of England base rate at the date the debt becomes overdue in accordance with the Late Payment of Commercial Debts (Interest) Act
- 3.4 The fee payable to the Company by the Client for an Introduction resulting in an Engagement is defined according to Table A.
- 3.5 In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 3.4 will be adjusted pro-rata based upon a 100% fee for a 12 month assignment. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 3 months of the termination of the first Engagement the Client shall be liable to pay a further fee based upon the additional period of Engagement following the initial fixed term up to the termination of the second Engagement. Note that the refund guarantee described in clause 5.2 will not apply to fixed term contracts of 6 months or less.
- 3.6 If, after an offer of Engagement has been made to the Applicant, whether verbally or otherwise, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Company a minimum charge of £500.

Table A

SALARY	FEE (% of annual salary)
£12 - £14,999	12.5%
£15 - £17,999	15%
£18 - £20,999	17.5%
£21 - £24,999	20%
£25,000 +	25%

4. INDIRECT INTRODUCTIONS

- 4.1 Introduction of Applicants are confidential. The disclosure by the Client to any third party of any details regarding an Applicant introduced by the Company which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Company's fee as set out in clause 3.4 with no entitlement to any refund.
- 4.2 An Introduction fee calculated in accordance with clause 3.4 will be charged in relation to any Applicant engaged as a consequence of or resulting from an Introduction by or through the Company whether direct or indirect, within 6 months from the date of the Company's Introduction.
- 4.3 The Refund Guarantee shall not apply to any indirect introductions.

5. GUARANTEES AND REFUNDS

- 5.1 In order to qualify for the following guarantees, the Client must pay the Company's fee within the credit periods identified in clause 3.1 and must notify the Company in writing of the termination of the Engagement within 7 days of its termination
- 5.2 If the Engagement terminates before the expiry of 12 weeks from the commencement of the Engagement (except where the Applicant is made redundant) the fee will be refunded in accordance with the accompanying Scale of Refund shown in Table B. In the event that the Applicant fails to commence the Engagement the client will receive a full rebate. No rebates will be issued under any other circumstances including where payment is received later than 14 days from date of invoice
- 5.3 Should the Client or any subsidiary or associated company of the Client subsequently re-engage the Applicant within the period of 6 calendar months from the date of termination of the Engagement or withdrawal of the offer, the full fee calculated in accordance with clause 3.4 becomes payable, with no entitlement to the refund scheme

Table B

Week in which applicant leaves	% of introduction fee refunded
1 – 4	50%
5 - 8	25%
9 - 12	10%

6. SUITABILITY

- 6.1 The Company shall use reasonable endeavours to ensure the suitability of the Applicant. Notwithstanding this the Client shall take such steps as it deems necessary to satisfy itself as to the suitability of the Applicant and is responsible for taking up any references provided by the Applicant and/or the Company before engaging the Applicant. 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 the Applicant and satisfying any medical and other requirements or qualifications required by law of the country in which the Applicant is engaged to work.

7. LIABILITY

- 7.1 The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Company seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of the Company to introduce any Applicant.

8. LAW

- 8.1 These Terms and Conditions of Business are governed by the law of England & Wales and all disputes arising out of this contract are subject to the exclusive jurisdiction of the Courts of England & Wales.

Effective 14th August 07
 ALL CHARGES ARE EXCLUSIVE OF VAT

Acceptance of Terms & Conditions

Signed.....

Print name.....

For and on behalf of.....



WISEWALK RESOURCES LIMITED TERMS AND CONDITIONS OF BUSINESS

PROVIDING "EMPLOYMENT BUSINESS" SERVICES FOR THE SUPPLY OF TEMPORARY WORKERS

1. These Terms and Conditions of Business are Between WISEWALK RESOURCES LIMITED (hereinafter called the "Company") and the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 (hereinafter called the "Client") to which a Temporary Worker is provided.
2. These Terms and Conditions are deemed to be accepted by the Client by virtue of an interview or the engagement by the Client (which term includes employment or use whether under a contract of service for services or under an agency, licensee, franchise or partnership agreement) of a Temporary Worker introduced by the Company.
3. The Client agrees to pay the hourly charge of the Company advised at the time of booking. The Client agrees to verify and sign the Company time sheets each week. 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. Travelling, Hotel or other expenses as may be agreed shall be itemised on the Company 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 with immediate effect. Details of charges are available on application and are calculated on an hourly basis. VAT shall be in addition.
4. Charges which largely represent remuneration paid are invoiced weekly and are payable within 30 days of the Company invoice. The Client agrees the hours as shown on the front of this timesheet are true and correct and that the company agrees to pay to WiseWalk Resources Ltd the total hours multiplied by the agreed rate plus VAT within a period of 30 days from the invoice date. The Client accepts that neither the agent of WiseWalk Resources Ltd accept any responsibility for the work carried out by the candidate and that the full hours are payable. The Client also accepts that should the invoice not be discharged within the agreed time, interest will be charged on the outstanding total at a rate of 3% above the Bank of England base rate per month. All collection costs will be payable by the Client
5. The Company assumes responsibility for payment of remuneration, deduction and payment of all statutory

contributions in respect of Earning Related insurance and the administration of schedule E income tax (PAYE) applicable to the Temporary Worker as required by law

6. The engagement or use by a Client of a Temporary Worker or former Temporary Worker introduced by the Company whether for a definite or indefinite period or the introduction of such Temporary Worker to other employees with a resulting engagement (or where applicable if the Temporary Worker has become incorporated under a limited company the engagement use or introduction of that limited company) renders the Client subject to the payment of an introduction fee calculated at (10%) of the annual commencing gross taxable remuneration and taxable emoluments payable by the Client to the worker concerned provided that the engagement takes place within a period of 6 months from the termination of any temporary assignment or within 3 months of the introduction of the Temporary Worker which ever is later. Where the amount of the annual commencing remuneration is not readily ascertainable the fee will be calculated as a multiple of 200 times the hourly charge at which the Temporary Worker was last supplied to the Client by the Company. No refund of the introduction fee will be made by the Company to the Client in the event of the subsequent of such engagement.

If, before the first Assignment, during the course of an Assignment or within the Relevant Period the Client wishes to employ the Temporary Worker direct or through another employment business, Wisewalk Resources will be entitled either to charge the client a fee or to agree an extension of the hiring period with the Client at the end of which the Temporary Worker may be engaged directly by the Client or through another employment business without further charge to the Client. In addition Wisewalk Resources Ltd will be entitled to charge a fee to the Client if the Client introduced the Temporary Worker to a third party who subsequently engages the Temporary Worker within the Relevant Period.

Temp to Perm

"Temp to Perm" placements are staff that have been employed on a temporary basis and a subsequent offer of a permanent position has been made and accepted. Fees for this arrangement are based on a reduced percentage of the appropriate permanent fee (see Terms and Conditions for permanent placements).

1 week temping	- 95% of equivalent permanent fee
2 – 4 weeks	- 90% of equivalent permanent fee
5 – 8 weeks	- 85% of equivalent permanent fee
9 – 12 weeks	- 80% of equivalent permanent fee

If a temporary worker is recruited by the client after a 13 week period there will be an administration charge of £200 plus VAT. No further fees will apply.

7. Whilst every effort is made by the Company to give assistance to the Client by ensuring reasonable standards of skills, integrity and reliability from workers and further to provide them in accordance with the booking details no liability will be accepted by the Company 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
8. The Client undertakes to supervise the Temporary Worker (s) assigned to them sufficiently to ensure the Clients satisfaction with reasonable standards of workmanship. If the services of the Temporary Worker prove to be unsatisfactory the Client may terminate the assignment either by telling the Temporary Worker to leave the assignment immediately or by asking the Company to remove the Temporary Worker. The Company may in such circumstances reduce or cancel the charge for the time worked by that Temporary Worker provided that assignment ends:-
 - a) within four hours of the worker commencing duties where the booking is for more than seven hours **or**
 - b) within two hours for bookings of seven hours or less **and also provided**
 - c) that verbal notification of the unsuitability of the Temporary Worker is confirmed in writing to the Company with 48 hours
9. a) Temporary Workers engaged by the Company under contracts for services are deemed to be under the direction and control of the Client from the time the worker reports to take up duties and for the duration of the assignment and the Client agrees to be responsible for all the acts, errors or omissions be they wilful, negligent or otherwise as though the worker were on the payroll of the Client and the Client will in all respects comply with all statues by-laws codes of practice and legal requirements to which the Client is ordinarily subject to in respect of the Client's own staff including in particular the provision of adequate Employers and Public Liability cover for the Temporary Worker during all assignments but excluding the matters specifically mentioned in Paragraph 5 above
 - b) The Client shall indemnify and keep indemnified the Company against any costs, claims and liabilities incurred by the Company arising out of the assignment
10. The Client is fully responsible for the safety of the candidate and agrees to adhere to the Legal health & safety policies. The Client is also responsible for Employers Liability and Public Liability insurance
11. Temporary Drivers are supplied by the Company on the sole understanding that the Client holds an operators licence under the transport act 1968 when required
12. As far as possible the Company will check the reference 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 and its contents
13. The Client shall on request permit the Company to inspect its operators licence and policies of insurance for the vehicles to be driven by the Temporary Worker
14. To assist Clients in complying with the relevant provisions of the Transport Act, the Company agrees to provide the Client upon request with such information as is available to the Company 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 the Company during those seven days.
15. The Client acknowledges that W.R.L holds a CIS5 Certificate and therefore agrees to pay all W.R.L Invoices (gross) in line with the certifying document method. The Client acknowledges that no C.I.T.B levy will be deducted from any W.R.L. invoices.
16. No variation can be made to these terms and conditions without the written consent of a director of the Company

CANDIDATE CONTRACT

The Company employs the Candidate as a Temporary Worker. The candidate is responsible to ensure that both themselves and the company are contracted by an official of requirements. No responsibility is accepted by the Company for the injury or loss to either the candidate or third party.

The Company undertake the agreed pay rate multiplied by the hours signed for by the customer, provided that this has been authorised by an official of the Company prior to the commencement of the term of employment.

The candidate will receive a detailed payslip along with gross pay less deduction of both NI and tax at the applicable rate of the country to which jurisdiction applies.

Should the candidate have any queries with regards pay they may call the payroll department on 01722 421 422

Effective 14th August 07
ALL CHARGES ARE EXCLUSIVE OF VAT

Acceptance of Terms & Conditions

Signed.....
Print name.....
For and on behalf of.....