

## CLIENT TERMS OF BUSINESS – Limited Contractor

### 1. DEFINITIONS

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

Approved Personnel: The Contractor's personnel approved by the Client to carry out the Works.  
Assignment: The period during which the Contractor is supplied by Parkway to render services to the Client.

Client: The person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 requiring the services of the Contractor.

Conduct Regulations: The Conduct of Employment Agencies and Employment Businesses Regulations 2003.

Contractor: The limited company introduced to the Client by Parkway to carry out an Assignment (and save where otherwise indicated, includes any officer, employee or representative thereof and any third party to whom the provision of services is assigned or sublet with the prior approval of the Client).

Engagement: The engagement, employment or use of the Contractor's services or the services of any officer, employee or representative of the Contractor, 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.

Introduction: (i) the Client's interview of an officer, employee, or representative of the Contractor, in person or by telephone, following the Client's instruction to Parkway Ltd to supply a Contractor or (ii) the passing to the Client of information which identifies a Contractor and which leads to an Engagement.

Introduction Fee: The fee payable in accordance with clause 7.2 below and Regulation 10 of the Conduct Regulations.

Parkway: Parkway Engineering Services Ltd, acting as an "employment business" for the purposes of the Conduct Regulations.

Remuneration: Includes fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, and all other payments taxable, (and, where applicable, non-taxable) payable to or receivable by the Contractor for services rendered to or on behalf of the Client.

Transfer Fee: The fee payable in accordance with clause 7.1(3) below and Regulation 10 of the Conduct Regulations.

Works: Tasks or services specified overleaf.

1.2 Unless the context otherwise requires, references to the singular include the plural.

1.3 The headings contained in these Terms are for convenience only and do not affect their interpretation.

### 2. THE CONTRACT

2.1 These Terms constitute the contract between Parkway and the Client for the supply of the Contractor's services and are deemed to be accepted by the Client by virtue of its request for, interview with or Engagement of a Contractor or the passing of any information about the Contractor to any third party following an Introduction.

2.2 These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of Parkway Engineering Services Ltd, these Terms prevail over any terms of business or purchase conditions put forward by the Client.

2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between Parkway and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

### 3. CHARGES

3.1 Charges may be levied on a time basis (hourly or daily), or as sums payable against agreed milestones in the completion of Works. The details of the agreement will be specified overleaf. The charges comprise mainly the Contractor's hourly rate but also include Parkway's commission and any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable. VAT, if applicable, is payable on the entirety of these charges.

3.2 The charges are invoiced to the Client on a Monthly basis and are payable within 30 days. Parkway reserves the right to charge interest on any overdue amounts at the rate of 4% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

3.3 There are no rebates payable in respect of the charges of Parkway.

### 4. INFORMATION TO BE PROVIDED

4.1 When making an Introduction of a Contractor to the Client Parkway shall inform the Client of the identity of the Contractor and the person to be supplied to do the work; and confirm that the Contractor and the person to be supplied to do the work has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment.

4.2 Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following, save where the Contractor is being proposed for an Assignment to perform the same Work as one in which the Contractor had previously been supplied within the previous five business days and such information has already been given to the Client unless the Client requests that the information be resubmitted.

4.3 If the Client shall approve any Approved Personnel not listed on the order form overleaf, it shall notify Parkway in writing of the identity of the new Approved Personnel within 5 working days.

### 5. VERIFICATION OF EXECUTION OF THE SERVICES

5.1 Where charges are to be calculated on time basis, the Client shall sign Parkway's timesheet at the end of each week of the Assignment to confirm the days/hours completed by the Contractor and its Approved Personnel.

5.2 Signature of the timesheet by the Client is confirmation of the number of hours worked. If the Client is unable to sign a timesheet produced for authentication by the Contractor because the Client disputes the hours claimed, the Client shall inform Parkway as soon as is reasonably practicable and shall cooperate fully and in a timely fashion with Parkway to enable Parkway to establish what hours, if any, were worked by the Contractor. Failure to sign the timesheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.

5.3 Where charges are to be made against agreed milestones, the Client shall verify the execution of the services provided by the Contractor by signature of a form provided to the Contractor for this purpose.

5.4 Verification of the execution of the services by the Client constitutes acceptance that the Contractor's services have been provided satisfactorily and in accordance with these Terms. Failure to verify execution in writing does not affect the Client's obligation to pay the charges in respect of the work done.

### 6. PAYING THE CONTRACTOR

Parkway is responsible for paying the Contractor's fees.

### 7. TRANSFER AND INTRODUCTION FEES

7.1 This clause 7.1 applies where clause 7.2 does not apply.

7.1.1 In the event of the Engagement by the Client of a Contractor supplied by Parkway either (1) directly or (2) pursuant to being supplied by another employment business, during the Assignment or within whichever is the longer of either:

- 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 Contractor worked on the Assignment; the Client shall be liable to either an extended period of hire or a Transfer Fee the length or amount of which is to be agreed between Parkway and the Client.

7.1.2 The Client must give Parkway seven days' written notice in advance of the Engagement if it effects to take the Contractor for the period of extended hire.

7.1.3 If the client does not give such notice before the Contractor is Engaged the parties agree that the Transfer Fee shall be due.

7.1.4 If the parties do not agree a period of extended hire or a Transfer Fee in accordance with 7.1.1 then the following shall be deemed to have been agreed:

- a. The length of the extended period of hire shall be 14 weeks during which the Client shall pay the current hourly charge agreed pursuant to clause 3.1 for each hour the Contractor is so employed or supplied; or
- b. A fixed fee (where specified overleaf).

7.2 This clause 7.2 shall only apply where the Contractor and the Approved Personnel have indicated that the Conduct Regulations should not apply to the supply of their services to the Client under this agreement.

The direct Engagement by the Client of the Contractor or any of its Approved Personnel Introduced by Parkway, or the Introduction by the Client of a Contractor to any third party resulting in an Engagement renders the Client liable to the payment of an Introduction Fee of 15% of the Remuneration payable to the Contractor, provided the Engagement takes place within six months of the termination of the Assignment under which the Contractor was supplied to the Client, or, if there has been no Assignment, within six months of the Introduction to or by the Client. VAT will be payable on any monies due.

### 8. LIABILITY

8.1 Whilst every effort is made by Parkway to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from the Contractor and to provide the same in accordance with the Assignment details provided by the Client, no liability is accepted by Parkway for any loss, expense, damage, costs or delay arising from the failure to provide a Contractor for completion of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Contractor or if the Contractor terminates the Assignment for any reason. For the avoidance of doubt, Parkway does not exclude liability for death or personal injury arising from its own negligence.

8.2 For the avoidance of doubt, neither the Contractor, nor its Approved Personnel, are under the supervision or control of Parkway. The Client will comply in all respects with all relevant statutes, by-laws and legal requirements including provision of adequate Public Liability insurance in respect of the Contractor. Where the services are performed on the Client's premises the Client shall indemnify Parkway against any costs, claims, damages and expenses incurred by Parkway as a result of any breach of these Terms by the Client.

8.3 The Client shall advise Parkway of any special health and safety matters about which Parkway is required to inform the Contractor and about any requirements imposed by law or by any professional body, which must be satisfied if the Contractor is to carry out the Assignment.

8.4 The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Contractor for the Contractor to carry out the Assignment.

8.5 The Client undertakes not to request the supply of a Contractor to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed someone who has been transferred by the Client to perform the duties of the person on strike or taking official industrial action.

8.6 The Client shall indemnify and keep indemnified Parkway against any costs, claims or liabilities incurred by Parkway arising out of any Assignment or arising out of any non-compliance with clauses 8.2, 8.3 and 8.5 and/or as a result of any breach of these Terms by the Client.

### 9. CONDUCT OF ASSIGNMENTS

9.1 Where accepting the services on site of Approved Personnel from Contractors, the Client may expect their reasonable compliance with its internal standards and procedures. The manner of performance of specialist tasks shall, however, be determined exclusively by the Contractor itself.

9.2 The Client shall permit the Supplier to suspend the provision of the Services at such times that it may agree with Parkway and the Supplier to permit the Approved Personnel to take holiday entitlement under the Working Time Regulations 1998.

### 10. TERMINATION OF THE ASSIGNMENT

10.1 The Assignment shall terminate on the earlier of:

- 10.1.1 The termination date specified overleaf; or
  - 10.1.2 The date when the limit of liability specified overleaf is reached; or
- 10.2 Subject to clause 10.1, the Client or Parkway may terminate the Assignment by giving to the other the written notice specified in the Schedule overleaf.

10.3 Notwithstanding the provisions of sub-clause 10.1 the Client may terminate the Assignment forthwith by notice in writing to Parkway where:

- 10.3.1 The Contractor has acted in breach of any statutory or other reasonable rules and regulations applicable to them while performing the services;
- 10.3.2 The Client reasonably believes that the Contractor has not observed any condition of confidentiality applicable to the Contractor from time to time; or for any reason the Contractor proves unsatisfactory to the Client.

10.4 Parkway may terminate an Assignment forthwith by notice in writing: -

- 10.4.1 If the Client is in wilful or persistent breach of its obligations under these Terms; or
- 10.4.2 If the Client becomes bankrupt or has a receiving order or administrative order made against it or is put into liquidation (save for the purposes of solvent reconstruction or amalgamation).

10.5 Parkway shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Contractor supplied to the Client is unsuitable for the Assignment and shall terminate the Assignment forthwith by notice in writing without prior notice and without liability.

### 11. LAW

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

Client T&C's Ltd Company/Issue 10 / July 2005.

**Please disregard all previous issues.**

## CLIENT TERMS OF BUSINESS FOR THE SUPPLY OF TEMPORARY WORKERS

### 1. DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

**Assignment:** The period during which the Temporary Worker is supplied to render services to the Client.

**Client:** 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.

**Conduct Regulations:** The Conduct of Employment Agencies and Employment Businesses Regulations 2003.

**Engages/Engaged/Engagement:** 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:** (i) the Client's interview of a Temporary Worker in person or by telephone, following the Client's instruction to Parkway Engineering Services Ltd to supply a Temporary Worker; or (ii) 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.

**Introduction Fee:** The fee payable in accordance with clause 7.2 below and Regulation 10 of the Conduct Regulations 2003.

**Parkway:** Parkway Engineering Services Ltd, acting as an "employment business" for the purposes of the Conduct Regulations.

**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 to or receivable by the Temporary Worker for services rendered to or on behalf of the Client or any third party.

**Temporary Worker:** The individual who is introduced by Parkway Engineering Services Ltd to render services to the Client.

**Transfer Fee:** The fee payable in accordance with clause 7.1 below and Regulation 10 of The Conduct of Employment Agencies and Employment Businesses Regulations 2003.

1.2 Unless the context otherwise requires, references to the singular include the plural.

1.3 The headings contained in these Terms are for convenience only and do not affect their interpretation.

### 2. THE CONTRACT

2.1 These Terms constitute the contract between Parkway and the Client for the supply of the Temporary Worker's services by Parkway 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.

2.2 These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of Parkway, these Terms prevail over any terms of business or purchase conditions put forward by the Client.

2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between Parkway and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

### 3. CHARGES

3.1 The Client agrees to pay such hourly charges of Parkway as shall be notified to and agreed with the Client. The hourly charges are calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour) and comprise mainly the Temporary Worker's hourly rate but also include Parkway's commission calculated as a percentage of the Temporary Worker's hourly rate, employer's National Insurance contributions and any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable. VAT, if applicable, is payable on the entirety of these charges.

3.2 The charges are invoiced to the Client on a weekly basis and are payable within 30 days. Parkway reserves the right to charge interest on any overdue amounts at the rate of 4% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

3.3 There are no rebates payable in respect of the charges of Parkway.

### 4. INFORMATION TO BE PROVIDED

4.1 When making an Introduction of a Temporary Worker to the Client Parkway shall inform the Client of the identity of the Temporary Worker; that the Temporary Worker has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment; whether the Temporary Worker will be employed by Parkway under a contract of service or apprenticeship or a contract for services; and that the Temporary Worker is willing to work in the Assignment.

4.2 Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following, save where the Temporary Worker is being Introduced for an Assignment in the same position as one in which the Temporary Worker had previously been supplied within the previous five business days and such information has already been given to the Client, unless the Client requests that the information be resubmitted.

### 5. TIME SHEETS

5.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less) the Client shall sign Parkway's time sheet verifying the number of hours worked by the Temporary Worker during that week.

5.2 Signature of the time sheet by the Client is confirmation of the number of hours worked. If the Client is unable to sign a time sheet produced for authentication by the Temporary Worker because the Client disputes the hours claimed, the Client shall inform Parkway as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with Parkway to enable Parkway to establish what hours, if any, were worked by the Temporary Worker. Failure to sign the time sheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.

5.3 The Client shall not be entitled to decline to sign a timesheet on the basis that he is dissatisfied with the work performed by the Temporary Worker. In cases of unsuitable work the Client should apply the provisions of clause 9.1 below.

### 6. PAYMENT OF THE TEMPORARY WORKER

6.1 Parkway assumes responsibility for paying the Temporary Worker and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003.

### 7. TRANSFER AND INTRODUCTION FEES

#### 7.1 Where there has been a supply

7.1.1 In the event of the Engagement by the Client of a Temporary Worker supplied by Parkway either (1) directly or (2) pursuant to being supplied by another employment business, during the Assignment or within whichever is the longer of either

- 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 the Assignment the Client shall be liable, to either an extended period of hire or a Transfer Fee the length or amount of which is to be agreed between Parkway and the Client.

7.1.2 The Client must give Parkway seven days' written notice in advance of the Engagement if the Client elects to take the Temporary Worker for the period of extended hire.

7.1.3 If the Client does not give such notice before the Temporary Worker is Engaged the parties agree that the Transfer Fee shall be due.

7.1.4 If the parties do not agree a period of extended hire or a Transfer Fee in accordance with 7.1.1 then the following shall be deemed to have been agreed:

- a. The length of the extended period of hire shall be 14 weeks during which the Client shall pay the current hourly charge agreed pursuant to clause 3.1 for each hour the Temporary Worker is so employed or supplied; or
- b. The amount of the Transfer fee shall be a sum equivalent to 150 times the current hourly charge.

#### 7.2 Where there has been an introduction but no supply

7.2.1 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 Parkway to the Client, but which leads to an Engagement by the Client of the Temporary Worker by the Client either (1) directly or (2) pursuant to being supplied by another employment business within 6 months of the date of the Introduction the Client shall be liable, to either a period of hire or an Introduction Fee the length or amount of which is to be agreed between Parkway and the Client.

7.2.2 The Client must give Parkway Engineering Services Ltd seven days' written notice in advance of the Engagement of whether it has elected to take the period of hire or to pay the Introduction Fee.

7.2.3 If the client does not give such notice before the Temporary Worker is Engaged the parties agree that the Introduction Fee shall be due.

7.2.4 If the parties do not agree a period of hire or an Introduction Fee in accordance with 7.2.1 then the following shall be deemed to have been agreed:

- a. The length of the period of hire shall be 14 weeks during which the Client shall pay the current hourly charge agreed pursuant to clause 3.1 for each hour the Temporary Worker is so employed or supplied; or
- b. The amount of the Transfer fee shall be a sum equivalent to 150 times the current hourly charge.

#### 7.3 Inability to supply during the period of hire

7.3.1 If the Client elects for an period of hire, as set out above, but before the end of such period Engages the Temporary Worker supplied by Parkway either directly or pursuant to being supplied by another employment business or the Temporary Worker chooses not to be supplied for a period of hire, the Introduction Fee calculated in accordance with 7.2.2 may be charged, reduced by such percentage to reflect the period of hire already undertaken by the Temporary Worker and paid for by the Client.

7.3.2 Where period(s) of absence due to illness or injury prevent the Temporary Worker from being employed or supplied for 4 or more days, which shall be qualifying days for the purposes of Statutory Sick Pay (SSP), during the period of hire as set out above, the period of hire shall be extended by a period equivalent to the total period of absence. Where Parkway pays the Temporary Worker SSP during the period of hire an equivalent amount shall be charged to and be payable by the Client in addition to the charges agreed pursuant to clause 3.1.

#### 7.4 Introduction to third parties.

Where there has been an Introduction of the Temporary Worker to a third party by the Client leading to an Engagement within either of the periods set out in clause 7.1.1, a Transfer Fee to be agreed between the parties, or in default as set out in clause 7.2.4b will be payable by the Client to Parkway.

### 8. LIABILITY

8.1 Whilst every effort is made by Parkway 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 Client's booking details, Parkway 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, Parkway does not exclude liability for death or personal injury arising from its own negligence.

8.2 Temporary Workers supplied by Parkway are engaged under contracts for services. They are not the employees of Parkway 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 all Assignments.

8.3 The Client shall advise Parkway of any special health and safety matters about which Parkway 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 Parkway Engineering Services Ltd in complying with Parkway duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by Parkway and the Client will not do anything to cause Parkway 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 Parkway of this requirement before the commencement of that week.

8.4 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.

8.5 The Client undertakes not to request the supply of a Temporary Worker to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed someone who has been transferred by the Client to perform the duties of the person on strike or taking official industrial action.

8.6 The Client shall indemnify and keep indemnified Parkway against any costs, claims or liabilities incurred by Parkway arising out of any Assignment or arising out of any non-compliance with clauses 8.2, 8.3 and 8.5 and/or as a result of any breach of these Terms by the Client.

### 9. TERMINATION

9.1 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 Parkway to remove the Temporary Worker. Parkway may, in such circumstances, reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates: -

- a. Within four hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours; or
  - b. 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 Parkway within 48 hours of the termination of the Assignment.

9.2 This Agreement shall terminate on the earlier of:

- a. The [termination date] specified overleaf; or
- b. The date when the limit of liability specified overleaf is reached.

9.3 Subject to clause 9.2, the Client or Parkway may terminate an Assignment at any time by giving to the other the written notice specified in the schedule overleaf.

9.4 The Client shall notify Parkway 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.

9.5 Parkway 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 be entitled to terminate the Assignment forthwith by notice in writing without prior notice and without liability.

### 10. LAW

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

Client T&Cs PAYE/ Issue 10 / July 2005

Please disregard all previous issues.

## CLIENT TERMS OF BUSINESS - PERMANENT

### 1. DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

**Applicant:** The person introduced by Parkway to the Client for an Engagement including any officer or employee of the Applicant if the Applicant is a limited company and members of Parkway's own staff.

**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.

**Engagement:** The engagement, employment or use of the Applicant by the Client or any third party on a permanent basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the Applicant is an officer or employee.

**Introduction:** (i) the Client's interview of an Applicant in person or by telephone, following the Client's instruction to Parkway to search for an Applicant; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Applicant; and which leads to an Engagement of that Applicant.

**Parkway:** Parkway Engineering Services Ltd of The Vicarage, Stoke View Road, Fishponds, Bristol, BS16 3AE.

**Remuneration:** Includes base salary or fees.

1.2 Unless the context requires otherwise, references to the singular include the plural.

1.3 The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

### 2. THE CONTRACT

2.1 These Terms, together with the Schedule of Fees, Purchase Order and any other ancillary documents, constitute the contract between Parkway and the Client and are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant or the passing of any information about the Applicant to any third party following an Introduction.

2.2 These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by duly authorized personnel of Parkway, these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client.

2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between Parkway and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

2.4 For the purposes of the Conduct of Employment Agencies and Employment Business Regulations 2003, Parkway is acting as an "employment agency" in relation to this Agreement.

### 3. NOTIFICATION AND FEES

3.1 The Client agrees:

a. To notify Parkway immediately of any offer of an Engagement which it makes to the Applicant;

b. To notify Parkway that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to Parkway; and

c. To pay Parkway's fee within 7 days of the date of invoice.

3.2 Except in circumstances set out in clause 5.1 below, no fee will be incurred by the Client until the Applicant commences the Engagement when the Agency will render an invoice to the Client for its fees.

3.3 Parkway reserves the right to charge interest on invoiced amounts unpaid for more than 14 days at the rate of 8% per annum (above the base rate from time to time of the Bank of England) from the due date until the date of payment.

3.4 The fee payable to Parkway by the Client for an Introduction resulting in an Engagement is the amount equal to 20% where the annual Remuneration is £45,000 or less and 25% where the annual Remuneration is more than £45,000 during the first 12 months of the Engagement. VAT will be charged on the fee if applicable.

3.5 If the Client subsequently engages or re-engages the Applicant within the period of 6 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 3.4 above becomes payable.

### 4. REFUNDS

4.1 In order to qualify for the following refund, the Client must pay Parkway's fee within 7 days of the date of invoice and must notify Parkway in writing of the termination of the Engagement within 7 days of its termination.

4.2 If the Engagement terminates before the expiry of 12 weeks from commencement of the Engagement (except where the Applicant is made redundant) the fee will be refunded in accordance with the accompanying Scale of Refund set out in the Schedule to these Terms of Business.

4.3 In circumstances where clause 3.5 applies the full fee stated in clause 3.4 is payable and there shall be no entitlement to a refund.

### 5. CANCELLATION FEE

5.1 If after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay Parkway a minimum fee of 3% of the Remuneration where the annual Remuneration is £20,000 or less and 5% of the Remuneration where the annual Remuneration is more than £20,000.

### 6. INTRODUCTIONS

6.1 Introductions of Applicants are confidential. The disclosure by the Client to any third party of any details regarding an Applicant introduced by Parkway which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of Parkway's fee as set out in clause 3.4 with no entitlement to any refund.

6.2 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 Parkway, whether direct or indirect, within 6 months from the date of Parkway's Introduction.

6.3 Where the amount of the actual Remuneration is not known Parkway will charge a fee calculated in accordance with clause 3.4 on the minimum level of Remuneration applicable for the position in which the Applicant has been engaged with regard to any information supplied to Parkway by the Client and/or comparable positions in the market generally for such positions.

6.4 In the event that any employee of Parkway with whom the Client has had personal dealings accepts an Engagement with the Client within 3 months of leaving Parkway's employment, the Client shall be liable to pay an introduction fee to the Parkway in accordance with clause 3.4.

### 7. SUITABILITY AND REFERENCES

7.1 Parkway endeavours to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation of the Applicant's identity; that the Applicant has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and that the Applicant is willing to work in the position which the Client seeks to fill.

7.2 At the same time as proposing an Applicant to the Client Parkway shall inform the Client of such matters in clause 7.1 as they have obtained confirmation of once the Client has confirmed the Applicant is to be short listed for interview. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank Holiday) following save where the Applicant is being proposed for a position which is the same as one in which the Applicant has worked within the previous five business days and such information has already been given to the Client.

7.3 Parkway endeavors to take all such steps as are reasonably practicable to ensure the Client and Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position which the Client seeks to fill.

7.4 Parkway endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Applicant for the Applicant to work in the position which the Client seeks to fill.

7.5 Notwithstanding clauses 7.1, 7.2, 7.3 and 7.4 above the Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant to it or Parkway before engaging such Applicant. The Client is required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfies any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.

7.6 To enable Parkway to comply with its obligations under clauses 7.1, 7.2, 7.3 and 7.4 above the Client undertakes to provide to Parkway details of the position which the Client seeks to fill, including the type of work that the Applicant would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Applicant to possess in order to work in the position; and any risk to health or safety known to the Client and what steps the Client has taken to prevent or control such risk. In addition, the Client shall provide details of the date the Client requires the applicant to commence, the minimum rate of Remuneration, expenses and any other benefits that would be offered.

### 8. SPECIAL SITUATIONS

8.1 Where the Applicant is required by law, or any professional body to have any qualifications or authorisation to work in the position which the Client seeks to fill, Parkway will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Applicant, two references from persons not related to the Applicant 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 Applicant is suitable for the position. If Parkway 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.

### 9. LIABILITY

9.1 Parkway 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 Parkway seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of Parkway to introduce any Applicant. For the avoidance of doubt, Parkway does not exclude liability for death or personal injury arising from its own negligence.

### 10. LAW

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

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*Signed for on behalf of the Client*

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*Dated*

Permanent T&C's/ Issue 2 /July 2005  
Please disregard all previous versions.

**SCHEDULE: SCALE OF REFUND**

1. The following scale of refund only applies in the event that the Client complies with provisions of clause 3.1 of these Terms of Business.
2. Where the Applicant leaves during the first 12 weeks of the Engagement, a partial refund of the introduction fee shall be paid to the Client in accordance with the scale set out below, subject to the conditions in clause 4.1.

Week in which the Applicant Leaves	% of introduction fee refunded
< 4	80%
< 8	65%
<12	25%