

STATEMENT OF CLIENT TERMS & CONDITIONS

This agreement is made on xx/xx/2006,

Between:

xxx Limited (hereafter "the Client") whose registered office is xxx (Registered number xxx), and

Proxime Limited (hereafter "Proxime") whose registered office is at Quadrant Courtyard,
Weybridge, Surrey (Registered Number 4194100)

These terms are subject to **The Conduct of Employment Agencies and Employment Businesses Regulations 2003** (hereafter the "Regulations"). As such the Client (Hirer) must agree to the following terms before Proxime can offer 'work-finding' services of any kind (hereafter "Service").

WHEREAS

1. Proxime operates as both an Employment Business and/or an Employment Agency and as such effects introductions between the Client and Employees, Limited Companies, Consultants, Workseekers, Temporary Workers or potential Partners (hereafter 'work-seeker').

GENERAL

2. This Contract, including any Schedules, constitutes the entire Agreement between Proxime and the Client with regard to this Service and shall be governed by the Laws of England
3. No variation or alteration of these terms shall be valid unless approved in writing by an authorised signatory of Proxime and an authorised representative of the Client
4. The Service is personal to the Client and the rights of the Client shall not be assigned without the prior written consent of Proxime who shall not be obliged to give any reason for withholding such consent
5. Any notice required or authorised to be given within this contract shall be given by pre-paid registered or recorded delivery letter sent to the party to whom it is addressed at its last known principal place of business and shall be deemed to be served on the day following, or if that day be a Sunday the second day following, that upon which it shall be shown to have been posted
6. Headings are for information only and shall not form part of the operating provisions of this agreement
7. The Contract will be deemed to have commenced upon either; a) verbal agreement of the Contract b) written agreement of the Contract c) the receipt of a request from the Client to source a work-seeker for a potential position or d) agreeing to meet or make contact or engage a potential work-seeker introduced by Proxime. The duration of the Contract shall be two calendar years from the commencement date

ADVERTISING AND PUBLICITY

8. Neither party will make use of any names, trademarks or other designations of the other party in any advertising or publicity releases without the express approval of that other party

NOTICE PERIOD AND TERMINATION

9. Unless otherwise varied by the terms set out below or the Schedules, this contract is subject to four weeks notice of termination by either party
10. If the work-seeker can be shown (by the Client) to be unsatisfactory during the first 4 weeks of the period then the Client may terminate the contract by giving 1 week's written notice. Proxime shall endeavour to provide a replacement of suitable experience and competence
11. Proxime may, in the event of unforeseen circumstances, within the first 4 weeks of the period, terminate the contract by giving 1 week's written notice

12. If the work-seeker is found guilty of gross misconduct the contract or employment may be terminated immediately
13. Notwithstanding anything contained within these terms, Proxime shall be entitled to terminate this contract by notice in writing to the Client if :
 - a) the Client shall commit or allow to be committed a breach of any terms of this contract and shall fail to remedy such a breach within 30 days of notice being given by Proxime to the Client requiring such a breach to be remedied; or
 - b) the Client becomes bankrupt or has a receiving order or administration order made against it or is put into liquidation (save for the purposes of reconstruction or amalgamation)
14. All charges due to Proxime at the date of termination will be payable by the Client immediately
15. The contract may be suspended by Proxime if Proxime is unable to commence, continue or completely perform its obligations by reason of force majeure, fire, flood, aircraft damage, explosion, electrical failure, strikes, lockouts, riots, civil commotion, war, state of national emergency, British Government action or any cause whatsoever (whether or not of a similar nature to the above) which is not within its control provided notice is promptly given to the Client claiming suspension and stating the event relied upon
16. If suspension is claimed the Client will be liable for the standard charges of any engaged work-seekers
17. Termination of this contract under any of the provisions of this section shall be without prejudice to the rights of the parties in respect of any matter arising prior to such termination

CONFIDENTIALITY

18. Each party agrees that it shall maintain as confidential all information of a confidential or commercially sensitive nature that it obtains from the other party (or from any person on behalf of the other party) and shall use such confidential information solely to fulfil its obligations under these Terms and Conditions or as may be required by law.
19. For the purposes of this, 'confidential information' does not include: (i) information which is publicly known at the time of disclosure; (ii) information which, after disclosure by either party becomes publicly known other than through a breach of these Terms; (iii) information which either party can show was known to it prior to its disclosure by the other party; (iv) information which either party can show was developed independently by members of its staff who were not aware of the content of the information disclosed to the other party; (v) information which either party can show was made available to it by a third party, who had a right to do so, and who has not imposed on that party any obligation of confidentiality.
20. Proxime shall at the request of the Client endeavour to procure that Workseekers/Personnel sign such confidentiality undertakings in favour of the Client as it may reasonably require.
21. The Client may not enter into direct negotiations or discussions with the work-seeker or the Personnel with regard to charges, income, contract duration or termination, or any other matter relating to the engagement save as is expressly allowed for within these Terms.

LIABILITY

22. Whilst every effort is made by Proxime to give satisfaction to the Client by ensuring reasonable standards of skill, integrity and reliability from its work-seekers, no liability will be accepted by Proxime for any loss, expense, damage or delay arising from any breach of contract or act or omission, negligent or otherwise, of work-seekers supplied.
23. Proxime's total liability to the Client, other than for death or personal injury caused by Proxime's negligence or for fraud (liability for which is not excluded or limited), for any losses costs expenses or damages under this contract and/or in relation to the provision of Services during an engagement shall be limited to the total Fees paid or payable by the Client to Proxime in relation to the specific engagement to which the claim relates. Under no circumstances shall Proxime have any liability to the Client for loss of profit, revenue, anticipated savings or bargain or loss or corruption of data or software or for any indirect special or consequential losses.

EMPLOYMENT BUSINESS SERVICES

(The Employment Business provides introductions between a Client and a work-seeker for temporary/contract recruitment)

INVOICING AND PAYMENTS

24. The fees ("Fees") charged to the Client by Proxime are calculated on the rate per hour or day or as otherwise detailed in each Assignment Schedule. The Fees normally include the costs of travelling to and from the Client Location. If not, any Daily Expenses detailed in the Assignment Summary will also be payable.
25. The Client will not be charged when Services are not provided due to work-seeker illness or holidays. However, the Client will be liable to pay Fees with respect to an engagement even if it does not require Services to be provided during its term. The Fees in such circumstances will be calculated by reference to the periods detailed in the Assignment Schedule.
26. Excess Fees, if applicable, shall apply in respect of hours worked by the work-seeker outside the standard period in the Schedule and which the Client and the work-seeker have mutually agreed. Unless otherwise indicated on the Assignment Schedule, all excess Fees shall be charged on a pro-rata basis.
27. Proxime invoices shall be supported by weekly timesheets (or where applicable, project reports detailing the work performed together with an analysis of hours spent). The Client shall promptly verify, approve and sign all timesheets/project reports that relate to the Services provided. The Client agrees to accept a weekly time sheet (or project report where applicable), signed by the Client's representative, as confirmation of both the quality and quantity of Services provided for the hours set out therein.
28. Signature of the timesheet or project report by the Client is confirmation of the number of hours worked. If the Client has not signed a timesheet/project report produced for authentication by the work-seeker for any reason, the Client shall inform Proxime as soon as is reasonably practicable if the reason for the lack of signature is because the Client disputes the hours/days worked, and shall co-operate fully and in a timely fashion with Proxime to enable Proxime to establish what hours, if any, were worked by the work-seeker. Failure to sign a timesheet/project report, without written and justifiable reasons being supplied to Proxime, shall not alter the Client's liability to pay for the Services provided. The Client shall not be entitled to decline to sign a timesheet/project report on the basis that he is dissatisfied with the work performed by the work-seeker. In cases of unsuitable work the Client should apply the provisions of Notice Period And Termination above.
29. Invoices in respect of Fees (based on the relevant timesheets or project reports), any expenses and any applicable VAT will be issued by Proxime weekly in arrears and are payable by the Client within 14 days of the date of invoice.
30. Proxime shall be entitled to charge interest on a daily accrual basis at the rate of 4% per annum above the base lending rate for the time being of Barclays Bank plc on any sums due but not paid, from the date payment became due until the actual date of payment, without prejudice to any of its other rights. In addition, the Client shall reimburse Proxime for any expenses reasonably incurred by Proxime in the collection of such overdue payments.
31. Expenses incurred by a work-seeker which have been authorised in advance by the relevant line manager of the Client (a clearly printed name and signature is required), and which are supported by valid receipts or similar documentation, shall be charged by Proxime. All expenses charges are subject to an administration fee and the addition of such taxes and duties, as may from time to time be imposed by local or national governments. The Client understands that the work-seeker may not be reimbursed by Proxime for authorised expenses incurred, unless and until the Client has reimbursed Proxime for the corresponding expense claim.
32. The Client agrees to pay fees calculated on the basis of the time recorded by the work-seeker multiplied by the work-seekers rate.
33. Travel, hotel and other expenses as agreed between the Client and either Proxime or the work-seeker shall be charged to the Client in addition to those fees charged.
34. All fees and charges are subject to the addition of such taxes and duties as may from time to time be enforced by the Government.
35. This contract is divisible. The work performed during each such period of one week shall be treated as a separate contract and accordingly be invoiced separately by Proxime.
36. Payment for the work performed during any such period shall be due and payable in full within 14 days of the date of the relevant invoice notwithstanding any delay or defect in the work performed in any other such period. The failure by the Client to settle invoices within the specified period entitles

- Proxime to charge interest on overdue amounts at the rate of 4% per annum above the base rate of Barclays Bank plc calculated from the date of delivery of the invoice.
37. If payment is not received within 28 days of the due payment date Proxime reserves the right to withdraw the Service immediately and charge the Client a cancellation fee equal to four weeks' standard charges for all engaged work-seekers in lieu of notice of the termination of the contract.
38. A fee of one week's standard charge shall be payable by the Client should the Client cancel this agreement prior to the start date after verbal or written acceptance of these terms and conditions
39. No rebate shall be payable to the Client in any event, unless otherwise agreed.

THE CLIENT'S OBLIGATIONS

40. The Client shall notify Proxime in advance in writing of any clearances or approvals that are required prior to the commencement of an engagement, to enable such clearances and/or approvals to be obtained prior to the intended start date of such engagement.
41. The Client shall:
- a) in all respects comply with all legislation and codes of practice in relation to the provision of the Services, except in respect of tax and National Insurance contributions; and
 - b) advise Proxime and work-seeker(s) of (i) any special health and safety matters applicable to the Client Location where Services are to be provided, about which Proxime is required to inform the work-seeker; (ii) any requirements imposed by law or by any professional body which must be satisfied if the work-seeker is to fill the engagement; or (iii) any information Proxime may reasonably request about each engagement; and
 - c) notify Proxime and work-seeker(s) of all security and other office procedures implemented at its Location(s); and
 - d) ensure that it does nothing to cause Proxime to be in breach of any legislation or code of practice; and
 - e) inform Proxime and the work-seeker prior to the commencement of a week if they require or may require the services of any work-seeker for more than 48 hours in that week.
42. The Client warrants to Proxime that the computer, operating systems and any software which the contractor or work-seekers may be asked to use or modify as part of engagements, are either the property of the Client or are lawfully licensed to the Client, such that the Client has the right to authorise third parties such as work-seekers to use or modify all such systems and software. The Client shall indemnify Proxime for any liability incurred as a result of the Client's failure to obtain such consents and licences.
43. The Client undertakes that it knows of no reason why it would be detrimental to the interests of the work-seeker for the work-seeker to fill the engagement.

PROXIME'S OBLIGATIONS

44. Proxime agrees:
- a) to inform the Client of the status of the work-seeker with regard to the Regulations
 - b) to take all reasonable steps to ensure the work-seeker is paid, where Proxime is acting as an Employment Business;
 - c) to seek to take all reasonable steps to ensure that the work-seeker shall, while engaged by the Client, conform to the appropriate working terms and conditions of the Client; where they do not conflict with the Regulations
 - d) that any copyright, designs or software developed, created or produced by the work-seeker for the Client during the period of this assignment shall belong to the Client unless otherwise agreed;
 - e) to use reasonable steps to ensure that confidential information, obtained during this assignment and which is not in the public domain, is not disclosed to a third party without the Client's prior consent; and
 - f) on request from the Client, the work-seeker shall deliver up to the Client all works and documents prepared by the work-seeker in connection with the engagement, together with all documents provided to the work-seeker by the Client;

- g) at the request of the Client to endeavour to procure that work-seekers sign such confidentiality undertakings in favour of the Client as it may reasonably require
- h) to inform the work-seeker that they shall not make or retain any copies of the same without prior agreement

CONTINUATION AND TRANSFER

- 45. The Client has no obligation to offer further projects after the term of this contract and acknowledges that the work-seeker has no obligation to accept such projects if offered.
- 46. The benefit of introductions made by Proxime is not assignable by the Client and a Client who passes on an introduction of a potential work-seeker under this contract to another party within 6 months of an initial introduction to the Client will be charged the appropriate fee as set out in clause 36 if an engagement results.
- 47. If a work-seeker has not opted-out of the Regulations then in the event that the Client shall within a period of either (i) 14 weeks from the commencement of the Assignment or (ii) within 8 weeks following the termination of the Assignment (whichever is the later) engage any work-seeker, or its consultant, supplied under the terms of this contract or engage a consultant introduced by the work-seeker then the Client shall pay to Proxime a transfer fee at the rate specified below:
 - a) if the re-engagement is on a permanent basis a further fee shall be payable calculated at 25% of the agreed total gross remuneration for the first year from the date of engagement including any agreed salary reviews during that year; or
 - b) where the re-engagement is on a temporary/contract basis the Client may re-hire the work-seeker at his current or most recent charge rate for an extended period of 52 weeks under the terms specified in this contract
- 48. Where a work-seeker has opted-out of the Regulations and if during the duration of this contract or within 6 months of the termination of this contract the Client, shall at any time, re-engage either on a short term engagement or full time employment any work-seeker, or its consultant, supplied under the terms of this contract or engage a consultant introduced by the work-seeker, the Client shall notify Proxime in writing immediately and a further fee shall be payable to Proxime at the rate specified below:
 - a) if the re-engagement is on a permanent basis a further fee shall be payable calculated at 25% of the agreed total gross remuneration for the first year from the date of engagement including any agreed salary reviews during that year; or
 - b) where the re-engagement is on a temporary/contract basis the Client may re-hire the work-seeker under the terms of this contract
- 49. In the event that the Client is bought out by a third party or out-sources or subcontracts to a third party the control or management of the work-seeker or the project on which the work-seeker is working the provisions of clauses 47, 48 and 49 will continue to apply as though the work-seeker was still working for the Client.

EMPLOYMENT AGENCY SERVICES

(The Employment Agency provides introductions between a Client and a work-seeker for permanent recruitment)

FEES

- 50. Fees are charged for the engagement of a work-seeker introduced by Proxime and are calculated as a percentage of the projected total remuneration in the first year of employment. The work-seeker's total remuneration is defined as salary and/or profit share together with any bonuses, shift allowances.
- 51. Where a company car is provided this will be considered to be the equivalent of an additional salary of £3,000 per annum or where a cash alternative or allowance is provided the full amount will be added to the work-seeker's remuneration.
- 52. Where for whatever reason the projected total remuneration in the first year of employment cannot be agreed Proxime reserves the right to calculate fees on its own projection of total remuneration.
- 53. Proxime reserves the right to charge an additional fee based upon actual total remuneration in the first year when actual remuneration is materially different from the projected remuneration used in calculating the initial fee. The Client undertakes to provide Proxime with such information in writing as may be necessary to calculate such an additional fee.
- 54. A fee of 25% of the projected total remuneration in the first year of employment will be charged for the introduction of a new work-seeker.

55. All fees payable will become due on commencement of employment.
56. Where Proxime undertakes a Client paid advertising campaign, 25% of the relevant projected fee shall become payable on instruction to recruit and 25% on production of a short list and such amounts shall be non refundable. The Balance of the fee shall be payable thereafter as outlined in clause 42.
57. If after the offer of engagement has been accepted by the candidate, the Client decides for any reason not to proceed with the appointment, it shall be liable to pay Proxime a sum equivalent to 25% of the proposed placement fee.
58. All fees are calculated exclusive of VAT and will bear VAT at the applicable rate
59. Invoices are payable within 14 (fourteen) days of date of invoice.
60. In the event of a termination of an engagement, a rebate is available provided Proxime fees have been paid in full and that the Client notifies Proxime in writing within 14 days of the termination. The rebate will be 50% of the fee for engagements terminating within 4 weeks service and 25% of the fee from 5-8 weeks service.
61. The benefit of introductions made by Proxime is not assignable by the Client and a Client who passes on an introduction of a potential work-seeker to another party within 6 months of an initial introduction to the Client will be charged the appropriate fee as set out above if an engagement results.

THE CLIENT'S OBLIGATIONS

62. The Client authorises Proxime to:
 - a) enter into contracts with work-seekers on behalf of the Client where necessary, within agreed terms and conditions;
 - b) advertise, through whichever medium be most appropriate, any positions required
63. To provide Proxime with any information with regards to health and safety risks, and steps taken to mitigate those risks before a work-seeker is engaged.
64. To provide Proxime with full project schedules that include all necessary information as outlined by the Regulations, where a work-seeker is needed.

PROXIME'S OBLIGATIONS

65. Proxime will undertake its obligations under the Regulations and make all reasonable endeavors to confirm a work-seeker's work status and further will provide references or referees prior to the work-seeker commencing employment.

DEFINITIONS

Employment Agency	An agency offering introductions for permanent recruitment.
Employment Business	An agency offering contract/temporary recruitment.
Client	The person or company or any Group or associated company to whom workers are supplied or introduced.
Work-finding services	Services provided by an agency in order to help work-seekers find work.
Work-seeker	Individuals looking for work (either contract/temporary or permanent), limited companies (including Work-seekers) and composite and umbrella companies.
Related	The father, mother, stepfather, stepmother, son, daughter, stepson, stepdaughter, grandmother, grandfather, grandson or granddaughter, or; the brother, sister, uncle, aunt, niece or nephew (full or half blood or by affinity) of that person or of that person's spouse or former spouse, and includes, in relation to a person who is living with a another person as husband and wife, any person who would fall within these categories if the parties were married to each other.
Proxime	Proxime Limited, trading as Proxime Search.
Opt-in	Work-seekers wishing to look for work within the Regulations.
Opt-out	Work-seekers wishing to look for work without the Regulations.
The Regulations	The Conduct of Employment Agencies and Employment Businesses Regulations 2003 govern the conduct of the recruitment industry. As such they establish a framework of minimum standards which work-seekers and Clients can expect. The Regulations may be viewed in full at: http://www.legislation.hmsso.gov.uk/si/si2003/20033319.htm A print version is also available and is published by The Stationery Office Limited as The Conduct of Employment Agencies and Employment Businesses Regulations 2003 , ISBN 011048374X. © Crown Copyright 2003
Engagement	An engagement is deemed to have taken place following the appointment by the Client of a work-seeker introduced by Proxime (acting either as an Employment Business or Agency) to a position for whatever period of time.

Introduction	An introduction will be deemed to have been effected once the potential work-seeker has given their express permission to Proxime to send their Curriculum Vitae or details to the Client, or has asked Proxime to represent their application to the Client either verbally or in writing, or once the Client and potential work-seeker arrange to meet or make contact as a result of Proxime's notification to either of the other's requirements, be they current, potential or otherwise.
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