

Terms & Conditions of Business

The following are terms and conditions on which Proactivity Limited ("the Company") shall provide the service of the supply of temporary staff for the Client ("the Client") which contracts such service.

1. General Conditions

1.1. Unless the Company otherwise agrees in writing these terms and conditions shall govern the contract between the Company and the Client for the provision of service to the exclusion of any other terms including without limitation and conditions warranties and representations written or verbally expressed or implied and including any written terms and conditions previously produced by the Company to the Client.

1.2. No variation or qualification of these terms and conditions shall be binding upon the Company unless otherwise agreed in writing by the Company and the Client. No agent, employee or representative of the Company has the authority to make such variation or qualification of these terms and conditions unless such person is expressly authorised in writing by the Company to do so.

1.3. The construction, validity and performance of the contract shall be governed in all respects by English Law and shall be subject to the non-exclusive jurisdiction of the English courts.

1.4. Neither the Client nor the Company shall disclose to any third party without the written consent of the other any information of a confidential nature concerning each other's business which comes to the other's knowledge including (and for the avoidance of doubt) the specific terms of the contract (where applicable) between the Company and the Client for the Company's service.

1.5. The Company may forthwith terminate the contract (where applicable) on the death, insolvency, bankruptcy (as appropriate) of the Client or by notice to the Client in the event of the Client's breach of the contract which is not capable of remedy within 3 working days of written notice of the breach.

1.6. All invoices rendered to the Client are to be paid within 7 days of the date of the invoice.

1.7. A disputed invoice must be notified to the Company within 3 days of the date of the invoice.

1.8. Penalty shall be charged on any invoices unpaid by the Client and overdue in accordance with condition 1.6. herein at 1% of the outstanding amount a day, compounded daily.

1.9. The Company reserves the right to suspend provision of the service for the Client until full payment of all invoices and any penalties on these has been made.

1.10. All sums due to the Company in connection with the provision of the service for the Client are subject to Value Added Tax at the prevailing rate.

2. Conditions of business for the provision of temporary staff

2.1. The order of services of the Company by or on behalf of the Client shall be deemed acceptance of and agreement to these conditions of business.

2.2. The Client shall pay an hourly rate in respect of each person supplied by the Company and the agreed additional fees, when applicable. Such fees, when applicable, will be explained and pre-agreed with the Client. The total charge will be expressed on a gross basis or as detailed charge list if agreed with the client. The quote obtained from the website of the Company includes all fees and other expenses of the persons supplied to the Client and any National Insurance Earnings Related Contributions, but excludes any overtime and Value Added Tax. Before the quote obtained from the website of the Company can be considered binding it must be confirmed by the Company. The total charge shall be calculated in accordance with the charges previously

communicated to the Client by the Company to which overtime charges (if applicable) will be added and Value Added Tax where applicable shall be paid on the total in addition.

2.3. All temporary workers supplied are under a contract for services, unless they hold a self-employed status or a CIS card (when applicable). The Company is required by law to deduct P.A.Y.E. Income Tax and National Insurance for its employees, supplied to the Client. The quote obtained from the Company, or obtained from the website and confirmed by the Company includes P.A.Y.E. Income Tax and National Insurance contributions, where applicable.

2.4. The Company endeavours to ensure that the services of any person supplied to the Client are satisfactory. However the Client is strongly recommended to satisfy himself, within 1 hour from the time that the person begins to render services for or on behalf of the Client, that the services are satisfactory. In the event of any person's services failing to satisfy the reasonable standards required by the Client, the charge aforesaid shall not be paid by the Client, provided that the Client has both dispensed with that person's services immediately upon such dissatisfaction, and has notified the Company of such dismissal not later than two hours from the time that person began to render services to or on behalf of the Client.

2.5. Although person supplied to the Client are employed or contracted by the Company, they shall be subject to the exclusive direction and control of the Client who

(i) shall be responsible for all acts and omissions of any such person whether wilful, negligent or otherwise.

(ii) subject to condition 2.2. herein, shall comply with all obligations, duties and regulations (whether statutory or otherwise and without prejudice to the generality of the foregoing relating to the place, nature or system of work) in any way arising from or directly or indirectly connected with the services rendered by any person supplied to the Client.

2.6. The Company shall not be liable under any circumstances for any loss, damage or expense suffered or incurred by the Client arising from or in any way connected with the supply by the Company to the Client of any person or the use by the Client of the services of any person supplied by the Company or any failure by the Company to supply any person for all or any part of the period of a booking by the Client.

2.7. The Client is also responsible for providing adequate insurance whilst a temporary worker is under the Client's direction and control, unless otherwise is agreed in writing, to the extent that any temporary worker and the Company have full benefits of coverage for any liability which might arise. While temporary workers are under the control and direction of the Client for the duration of their assignments, unless otherwise explicitly agreed in writing for every three temporary workers supplied the Company will appoint a group leader, who will act as an intermediary between the representatives of the Client and the group.

2.8. In addition and without prejudice to the foregoing conditions the Client undertakes to indemnify and at all times to keep indemnified the Company against all liabilities suffered or incurred by the Company arising out of or in connection with the matters raised in condition 2.5. herein.

2.9. The Client undertakes not to engage any temporary worker supplied by the Company to the Client or introduce any such person to another person, firm or corporation, which may result in an engagement by that person, firm or corporation. Should such engagement occur, the Client undertakes to pay an introduction fee to the Company which is calculated as gross pay of ten full-time weeks of the temporary worker who becomes engaged, where full-time week shall be calculated based on five working days at eight paid hours per day, unless the engagement occurs more than twelve months after such person last rendered services to or on behalf of the Client. An introduction fee shall also become payable if the Client engages the person via another employment business, unless the engagement occurs more than twelve months after such person last rendered services to or on behalf of the Client.

2.10. The signature by the Client on behalf of the Company on the time sheet, charge sheet, or other formal confirmation of the completed assignment shall be deemed conclusive evidence (i) That the Client is satisfied with work done by the temporary worker or temporary workers concerned and (ii) that the Client will pay the

charges in full and without dispute or deduction. However, failure by the Client to sign any timesheet or charge sheet shall not preclude charging by the Company for all time actually worked by any temporary worker in accordance with these conditions. Further, unless and until the Company is notified of dissatisfaction as provided in condition 2.4 above, the Client shall be deemed to be fully satisfied. The Company will in the absence of the fax, e-mail or other written or verbal confirmation of the hours actually worked by the temporary workers from the client use fax, e-mail or other written or verbal confirmation from a temporary worker who carried out the work for the Client.