

PILING OPERATORS LTD TERMS & CONDITIONS OF BUSINESS FOR THE SUPPLY OF TEMPORARY WORKERS

1. These Terms and Conditions of Business are between PILING OPERATORS LTD (hereinafter called the "Employment Business"), and the Client hiring the Temporary Worker, (hereinafter called the "Client").

2. The hire, engagement or interview of a Temporary Worker Registered with the Employment Business shall be deemed acceptance of and agreement to these Terms and Conditions of Business. The definition of a Temporary Worker provided by the Employment Business includes Temporary Workers who have become incorporated and are paid by the Employment Business for Services provided to the Client.

3. The Client agrees to: -

a) Pay the agreed hourly or daily rate in accordance with the rate advised at the time of booking, subject to a

minimum charge of ten hours or 1 day for any short term booking.

b) Pay travel time, hotel and other expenses with a 5% administration charge, authorised by the Client as itemised

on the Employment Business invoice; and

c) Verify and sign the Employment Business Weekly Time Sheet. Signature of such Time Sheet 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; and

d) Ensure Temporary Workers take rest breaks in compliance with the WTR 1998 and allow them to take holiday in

accordance with their statutory entitlements

4. All the Employment Business invoices will be sent to the Client with the signed Weekly Time Sheet and are payable fourteen days from the date of the Employment Business invoice. All of the Employment Business invoices are payable in full and are not subject to discounts or reductions of any kind. The Employment Business reserves the right to charge the Client a surcharge of 2.5% over HSBC Bank PLC's base rate of the overdue balance for each period of seven days the invoices remain overdue.

5. The Employment Business reserves the right to charge the Client a surcharge of 3% on cheque payments

6. Temporary Workers supplied by the Employment Business are under a Contract for Services and the Employment Business assumes responsibility for payment to the Temporary Worker or their Limited Company including all statutory deductions as required by law.

7. The engagement directly or indirectly by a Client of a Temporary Worker whether for a limited, or unlimited period and whether under a Contract of Employment or Contract for Services or the Introduction of such Temporary Worker or former Temporary Worker(s) to other employers with the resulting engagement renders the Client subject to the payment of the Employment Business appropriate Transfer or Introduction fee for Permanent Workers, provided that the engagement or offer of such engagement takes place within a period of 6 months after the last occasion when the Temporary Worker was supplied by the Employment Business or interviewed by the Client. No refund guarantee is available for such placements where the ability of the Temporary Worker is already proven. Either an annual salary figure is agreed or, the formula used to calculate the annual salary on which the Transfer fee is based is calculated on the last rate per week paid x 52 weeks per year x the applicable percentage fee as per the Employment Business Scale of Fees currently 20% from 1 st October 2009.

8. The Direction, Supervision, Control and Health and Safety of a Temporary Worker assigned to the Client is the responsibility of the Client for the duration of the assignment. The Temporary Worker's Contract for Services advise him/her to be aware and comply with the Client's site Health and Safety practices. It is the responsibility of the Client to induct all new workers on site, and ensure their satisfaction with reasonable standards of safety

awareness and workmanship. If the Temporary Worker is not satisfactory, or the Services of the Temporary Worker prove to be unsatisfactory, the Employment Business may reduce or cancel the charge for the time worked by the Temporary Worker, provided that; the Temporary Worker leaves that assignment immediately; the Client does not sign the Temporary Workers Time Sheet and notification is received by the Employment Business, within 6 hours of the Temporary Worker commencing duties. The Client may still be liable to charges if the Time Sheet is not signed.

9. Whilst every effort is made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Temporary Workers and further to provide them in accordance with the assignment booking details, no liability (by reason of the human element) will be accepted by the Employment Business for any loss, damage, expense or delay arising from any failure to provide any particular Temporary Worker for all or part of the booking or from the negligence, dishonesty, misconduct or lack of skills of the Temporary Worker(s) provided.

10. From the time the Temporary Worker reports to take on duties and for the duration of the assignment, the Client agrees to be responsible for all acts, errors and omissions be they wilful, negligent or otherwise, as though the Temporary Worker were on the payroll of the Client and the Client will in all respects comply with all statutes, by-laws codes of practise and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff, including and in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all assignments and compliance with the provisions of the Working Time Regulations 1998 ("WTR"), but excluding the matters specifically mentioned in paragraph 5 above.

11. The Client shall indemnify and keep indemnified the Employment Business against any costs, claims and liabilities incurred by the Employment Business arising out of the assignments and in particular against any such claims or liabilities arising out of contravention of the WTR 1998.

12. The Client is responsible for ensuring that the Temporary Worker is provided with the relevant documentation relating to the Client's operation as required by the Health and Safety at Work Act 1974 and relevant regulations made under this act.

13. All rates quoted exclude VAT and CITB Levy if they apply.

14. No variations of these Terms and Conditions of Business are valid unless confirmed in writing by a Director of the relevant Employment Business.