

Southern Cross Dental

TERMS AND CONDITIONS OF BUSINESS

General Terms (applicable to both Temporary and Permanent Recruitment)

1. In these Terms and Conditions of Business the following definitions apply:

"Agreement" means the entirety of these terms and conditions of business and for the avoidance of doubt encompasses the entirety of the contents therein including both Section 1 and Section 2 together with these General Terms;

"Applicant" means the individual who was or will be Introduced by the Company to the Client for the purposes of carrying out work on a temporary, temporary to permanent or permanent basis as the case may be;

"Company" means Southern Cross LLP registered office

"Client" means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Acts 1985 and 1989 to whom the Applicant is Introduced;

"Engagement" means the engagement, employment or use by the Client or the Client's contacts, whether under a contract of service or for services, or where an Applicant is retained by the Client in a personal or corporate capacity as an agent, franchisee, partner or any other engagement whatsoever and includes any engagement made as a consequence of an Introduction, including engagements made by third Parties as a consequence of the Client passing on any information obtained as a result of that Introduction;

"Introduction" means the Client's interview of the Applicant, or the passing of the Applicant's Curriculum Vitae or other information which identifies the Applicant to the Client, and which has the effect of leading to the Engagement of the Applicant, or any other conduct between the Company, Client and Applicant which directly or indirectly implies that there exists an arrangement for the Company to introduce potential workers to the Client.

2. This Agreement is between the Company and the Client and its terms are deemed to be accepted by the Client by virtue of an Introduction to, or an Engagement of an Applicant Introduced by an agent of the Company within a period of 12 months from the date of that Introduction..

3. In the absence of a signature on the contract by either party, the terms and conditions of business are deemed to be accepted by both the Client and the Company by virtue of an Introduction or the Engagement of an Applicant introduced by the agent of the Company.

4. The headings used in this Agreement (including its division into subsections) are for convenience only and do not affect its interpretation.

5. Each right or remedy of the Company under the Agreement is without prejudice to any other right or remedy of the Company whether under the Agreement or not.

6. If any provision of the Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Agreement and the remainder of such provision shall continue in full force and effect.

7. Failure or delay by the Company in enforcing or partially enforcing any provision of the Agreement shall not be construed as a waiver of any of its rights under the Agreement.

8. Any waiver by the Company of any breach of, or any default under, any provision of the Agreement by the Client shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Agreement.

9. The parties to the Agreement do not intend that any term of the Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

10. No variation can be made to these terms without the written consent of a director of the Company, and this Agreement, together with any documentation referenced within it, constitute the entirety of the agreement between the Client and the Company.

11. Introductions are confidential. The unauthorised employment of an Applicant by the Client or the passing of an Introduction to another employer which results in an Engagement renders the Client liable to payment of the Company's fees as set out in clause 1 of Section 2. The provisions contained in this clause shall apply for a six month period from the initial Introduction by the Company to the Client.

12. All fees will be charged for any employee engaged as a consequence of or resulting from an application to the Company, even where the Introduction is made indirectly.

SECTION 1 - TEMPORARY RECRUITMENT

Payment

1. The Client agrees to pay the hourly charge of the Company advised at the time of booking. These will usually be those charges that are in force at the time of the booking, however the charge may be varied at the discretion of the Company from time to time. In the event of such a variation, the new charges may, at the discretion of the Company, have immediate effect and will apply to all temporary or part time staff used by the Client in accordance with this Agreement from that point on, and shall have effect as if any bookings previously entered into which have not yet been fully carried out were in fact made on the basis that all the as yet uncompleted work would be charged at the new rate. Details of charges are available on application and are calculated on an hourly basis at rates according to the specification of each individual booking.

2. The Client agrees to verify and sign the Company's time sheets each week. Signature of such time sheets by the Client constitutes acceptance that the temporary workers have been provided for the hours indicated on the timesheets and that such services have been satisfactory.

3. In the event of cancellation of a pre-arranged Engagement the Client agrees to give the Company at least 12 hours during normal working hours of 8am - 6pm notice of the cancellation. At weekends minimum 24 hours notice. The Client agrees to pay a minimum charge of 5 hours per person at the rate agreed for the assignment in the event that such notice is not given and actually received by the Company.

4. Charges, which represent remuneration paid, are invoiced weekly and payable within 14 days (the "Credit Date") of

the Company's invoice. The Company reserves the right to charge interest on all fees unpaid after the expiry of the credit date, at rate of four per cent above the HSBC base lending rate. This will apply, calculated on a daily basis from the Credit Date, until the date of payment.

5. The Company assumes responsibility for payment of remuneration, deduction and payment of all statutory contributions in respect of earnings related insurance and the administration schedule and income tax (PAYE) applicable to the temporary worker, as required by law.

6. The Company assumes responsibility for the provision of holidays and holiday pay to the temporary worker in accordance with English law.

7. Should an Applicant be employed on a temporary to permanent ("Temp to Perm") basis, the provisions contained in clause 8 of section 2 of this Agreement shall apply.

8. Late Cancellation: bookings cancelled with less than 24 hours notice will be charged at the minimum 5 hour rate per temporary worker booked.

9. Minimum Charge: 5 hours minimum charge per Temporary Worker.

Candidates

10. The Company will use its best endeavours to obtain confirmation of the Applicant's identity, and will equally use its best endeavours to ensure that the Applicant has the required skills, registration, qualifications, experience, training, integrity and reliability from placements and further to recommend only those Applicants who has qualities which reasonably appear to correspond to the requirements specified by the Client, and will provide to the Company upon request all the evidence it has gathered on the relevant Applicant, subject always to any obligations of confidentiality which may be imposed upon the Company from time to time.

11. The Company will take all reasonable steps to ensure that the Client and Applicant are aware of any legal requirements that need to be satisfied in order for the Applicant to work for the Client.

Liability

10.1. Notwithstanding anything said in clauses 8 or 9 above, or any seemingly contradictory clause contained in this Agreement, the Company will not be liable for any damage, delay, expense or any other loss for any reason whatsoever including consequential loss arising from any failure to provide any particular temporary worker (or failure to provide a temporary worker generally) for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the temporary placement provided, nor for any other loss or potential loss which arises directly or indirectly from this Agreement.

10.2. nothing in this clause 10 shall exclude or limit the liability of the Company for death or personal injury caused by the Company's own negligence, nor for any other liability which cannot be legally excluded.

10.3. Subject always to clause 10.2 above, In the event of a liability arising which, for whatever reason, has not been excluded under clause 10.1 above the Company's liability shall be limited to the actual monies received by it in connection with the specific contract which gave rise to the liability.

11. It will be the Client's responsibility to supervise the temporary placement assigned to them sufficiently to ensure the Client's satisfaction with reasonable standards of workmanship.

12. Should the services of the worker prove to be unsatisfactory, the Company may at its sole discretion reduce or cancel the charge for the time worked by that temporary placement, provided that the temporary placement leaves the assignment immediately and that notification is received by the Company, whether by electronic or written means, within four hours of the worker commencing duties where the booking is for more than seven hours or within two hours for bookings of seven hours or less.

13. Temporary workers provided by the Company are provided under the direction and control of the Client from the time the worker reports to the Client or one of his representatives to take up duties and for the duration of the assignment and the Client agrees to be responsible for all acts, errors and omissions, be they wilfully negligent or otherwise, as though the worker were on the payroll of the Client and the Client will in all respects comply with all statutes, bylaws, codes of practice, legal requirements and any act of Parliament to which the Client is ordinarily subject in respect of the Client's own staff, including, in particular, the provision of adequate employer's and public liability insurance cover for the temporary worker during all assignments, but excluding the matters specifically mentioned in Paragraph 5 above.

Indemnity

14. The Client shall indemnify and keep indemnified for the term of the placement, the Company against any cost, claims and liabilities incurred by the Company from the Engagement of the temporary worker by the Client.

15. No variation can be made to these terms without the written consent of a partner to the Company.

Direct Employment

16. If any Applicant introduced as a temporary worker (and for the avoidance of doubt, such phrase shall not include those employed on a temporary to permanent basis) is employed directly by the Client or introduced to any third party by the Client, full Introduction fees will be charged in accordance with the terms of Section 2 of this Agreement.

SECTION 2 - PERMANENT RECRUITMENT

Payment

1. The fee payable (the "Fee") will depend on the salary of the Applicant during his first full year in the Engagement. For the avoidance of doubt it is to be paid in addition to the Applicant's gross salary and not as part of that salary.

The applicable percentage rates are as follows:

Salary

Fee

£0 - £15,000 per annum.....£500

Over £15,000 per annum..... 5%

Payable within 7 days of employment commencing.

2. If the Applicant is Engaged for a term of 5 weeks or less and the Applicant's remuneration is at a rate less than or equivalent to £30,000 per annum then the fee payable to the Company will be reduced on a pro rata basis, 80% after first week, 60% in the second, 40% third week and 20% in the fifth week, However, in the absence of one of

the preceding conditions contained in this clause 2, the presence of the other will not entitle the Client to pay a discounted rate and the full Fee will be payable.

3. No Fee is incurred by the Client until the date that the Applicant commences the Engagement when the Company will render an invoice to the Client for its Fee (the "**Date of Invoice**").

5. The Company will pay in full by way of rebate all the fees paid to it in respect of a particular Applicant if that Applicant's Engagement is terminated (by the Company or by the Applicant) at any point in the first 3 days of that Engagement (the "Rebate Period"). For the avoidance of doubt the Rebate Period will have the Applicant's first day in employment (or equivalent) as its first day. No rebate will be payable:

5.1.1. once the Rebate Period has expired; or

5.1.2. if the Client failed or fails to pay the Company's fee within 7 days of the Date of the Invoice; or

5.1.3. the Client fails to notify the Company as soon as is reasonably practicable of the termination. What constitutes a reasonable time for the purposes of this clause shall be for the Company to decide at its sole discretion, save that notification within 4 hours of termination shall always constitute reasonable notice. The Company must also receive written confirmation of the termination within 7 days of the Applicant's leaving date. The Applicant's final payslip will suffice for these purposes.

6. The client agrees to:

6.1. notify the Company immediately upon its Engagement of an Applicant.

6.2. pay the fee of the Company, within 7 days of the date of invoice. Failure to pay within this time will make all service and rebate guarantees null and void

7. If, after the Offer of Engagement has been accepted by the applicant, the Client decides for any reason not to continue with the employment it shall be liable to pay the Company the fee in accordance with clauses 1-4 above. Should the Client or any subsidiary, parent or other company over which the Client has some material control or influence subsequently re-engage the Applicant within the period of twelve calendar months from the date of termination, or withdrawal of the offer, a full fee in accordance with clause 4 becomes payable, and for the avoidance of doubt no allowance for rebates or rate reductions will be made.

Temporary to Permanent Recruitment

8. The normal engagement fee will apply, should the temporary worker have worked continuously for a period of thirteen weeks or more the company may at their discretion give a discounted rate.

Liability

9.1. Notwithstanding any seemingly contradictory clause contained in this Agreement, the Company will not be liable for any damage, delay, expense or any other loss for any reason whatsoever including consequential loss arising from the negligence, dishonesty, misconduct or lack of skill of the Applicant provided, nor for any other loss or potential loss which arises directly or indirectly from this Agreement. The SCA will endeavour to pursue written, verbal or telephone references in relation to an applicant whenever possible, but cannot provide any assurances as to an applicants suitability both technically or otherwise. The Client is responsible for checking an applicants references relating to his/her qualifications, skills, character and experience, and is totally responsible for ensuring legal and medical requirements relating to an applicant have been met, including obtaining a work permit wherever and whenever necessary, and/or qualification required by law of the country in which the applicant is engaged to work.

9.2. Nothing in this clause 9 shall exclude or limit the liability of the Company for death or personal injury caused by the Company's own negligence, nor for any other liability which cannot be legally excluded.

9.3. Subject always to clause 9.2 above, In the event of a liability arising which, for whatever reason, has not been excluded under clause 9.1 above, the Company's liability shall be limited to the actual monies received by it in connection with the specific contract which gave rise to the liability.

Client Signature **Date**

Name **Position**

(Block Capitals Please)

Client Company

(Block Capitals Please)