

TERMS AND CONDITIONS OF MILLENNIUM PERSONNEL SERVICES (EDUCATION) LTD

PREAMBLE

All services and / or Temporary Workers provided by Millennium Personnel Services (Education) Limited and /or any servant or agent of Millennium Personnel Services (Education) Limited and / or any subsidiary or associated company and /or any subsidiary or associated company's servants or agents are rendered on the basis that they are subject to the express terms and conditions set out herein and any additional notes or exclusions contained or endorsed upon the charge rates documentation as supplied, which are expressed to have contractual effect in conjunction with these terms and conditions, unless otherwise expressly varied in writing and signed by both parties to the agreement.

You should be aware that in entering into an agreement with, and / or accepting services from Millennium Personnel Services (Education) Limited and /or any servant or agent of Millennium Personnel Services (Education) Limited and / or any subsidiary or associated company and /or any subsidiary or associated company's servants or agents that you are agreeing to be bound by these terms and if in doubt as to the meaning or effect of any of the terms set out herein and you should take independent legal advice

For the avoidance of doubt this Preamble forms a part of the contractual terms between the parties to this agreement.

1. DEFINITIONS

In these Terms of Business the following definitions apply: -

"Assignment" means the period during which the Temporary Worker is supplied to render services to the Client.

"Client" means the person; firm or corporate body together with any subsidiary/ associated company as defined by the Companies Act 1985 to which the Temporary Worker is supplied.

"The Employment Business" means Millennium Personnel Services Education Limited.

"Engagement" means the engagement, employment or use of the Temporary Worker directly by the Client or a third party or through another 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.

"Temporary Worker" means the individual whose services are supplied by the Employment Business to the Client.

"Introduction Fee" means the fee payable as per clause 7.1 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

"Transfer Fee" means the fee payable as per clause 7.2 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

"Introduction" means (i) the Client's interview of a Temporary Worker in person or by telephone, following the Client's instruction to the Employment Business to search for a Temporary Worker; or (ii) the passing to the Client of a CV or other information which identifies the Temporary Worker; and which leads to an Engagement of that Temporary Worker by the Client.

Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

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 the Employment Business and the Client for the supply of the Temporary Worker's services by the Employment Business 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 the Employment Business, 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 the Employment Business 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 the charges of the Employment Business as notified at the commencement of the Assignment and as may be varied from time to time during the Assignment. The charges are calculated according to the number of days worked by the Temporary Worker (to the nearest half day). The charges are comprised mainly of the Temporary Worker's remuneration but also include the Employment Business's commission and employer's national insurance contributions. The Client will only be responsible for any travel, hotel or other expenses as may have been agreed in writing, or, if there is no such agreement, such expenses as are reasonable. VAT 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 14 days from the date of invoice. In the event of non compliance with these terms of payment the Company reserves the right to withdraw the Temporary Worker's

services and/or levy a 3% per month compound surcharge on all outstanding invoices. The Client acknowledges that they shall have no right to set off in relation to any of the Employment Business' invoices. There are no rebates payable in respect of the charges of the Employment Business.

4. INFORMATION TO BE PROVIDED

4.1. When making an Introduction of a Temporary Worker to the Client the Employment Business 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 the Employment Business under a contract of service or apprenticeship or a contract for services; and that the Temporary Worker is willing to work in the Assignment.

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 or is completed before the end of a week) the Client shall sign the Employment Business' time sheet verifying the number of days worked by the Temporary Worker during that week.

5.2. Signature of the time sheet by the Client indicates satisfaction with the services provided by the Temporary Worker and confirmation of the number of days worked. If the Client is unable to sign a time sheet produced for authentication by the Temporary Worker because the Client disputes the days claimed, the Client shall inform the Employment Business as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with the Employment Business to enable the Employment Business to establish what days, 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 days 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

5.4. In the absence of a timesheet the Employment Business will accept details of the days worked, by the Temporary Worker, by notification from the Client whether in person, by telephone, in writing or otherwise.

5.5. The Client owes the Employment Business a duty of care in ensuring that the days notified to the Employment Business are correct. Only errors notified to the Employment Business by the Client prior to the Temporary Worker being paid can be rectified.

6. REMUNERATION

6.1. The Employment Business assumes responsibility for payment of the Temporary Worker's remuneration 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 or any supervening Act in force at the relevant time.

7. INTRODUCTION FEES

7.1. The direct Engagement by a Client of a Temporary Worker introduced by the Employment Business, or the introduction by the Client of a Temporary Worker to any third party resulting in an Engagement (or, where applicable, if the Temporary Worker has become incorporated under a limited company, the Engagement of that limited company) renders the Client subject to the payment of an introduction fee provided that the Engagement takes place within a period of either 14 weeks from the start of an assignment or 8 weeks from the termination of the Assignment under which the Temporary Worker was last supplied, whichever is the latter: Or if there was no Assignment, within 14 weeks of the introduction of the Temporary Worker by the Employment Business. The introduction fee will be calculated by multiplying the daily charge of the Employment Business for the Temporary Workers' services by 15 days. No refund of the introduction fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee.

7.2. The Client may otherwise engage the Temporary Worker on an extended period of hire, after which no introduction fee will be payable and the Client will be free to engage the Temporary Worker whenever required. Our extended period of hire is 70 days in total at our full daily rate, as agreed at the start of an assignment.

8. LIABILITY

8.1. 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 Client's booking details, the Employment Business 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.

8.2. Temporary Workers are engaged by the Employment Business under contracts for services. They are not the employees of the Employment Business 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 he 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 the Employment Business of any special health and safety matters about which the Employment Business 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 an Assignment. The Client will assist the Employment Business in complying with the Employment Business' duties under the Working Time Regulations by supplying any relevant information about an Assignment requested by the Employment Business and the Client will not do anything to cause the Employment Business 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 the Employment Business of this requirement before 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 confirms that the position to be filled is not covering any official strike action or official industrial dispute; and the Temporary Worker will not be engaged to replace an individual transferred by the Client to perform the duties of the person on an official strike or in an industrial dispute.

8.6. The Client shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with clause 8.2, 8.3 and 8.4 and/or as a result of any breach of these Terms by the Client.

8.7. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence or seek to exclude liability for any matter for which it is prohibited from excluding liability by operation of law.

9. SPECIAL SITUATIONS

9.1. Where the Temporary Worker is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment or the Assignment involves caring for or attending one or more persons under the age of eighteen or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Employment Business will take all reasonably practicable steps to obtain:

Copies of any relevant qualifications or authorisations of the Temporary Worker, and

Two references from persons not related to the Temporary Worker, who has taken all reasonably practicable steps to confirm that the Temporary Worker is suitable for the Assignment. If the Employment Business 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.

10. TERMINATION

10.1 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 the Employment Business to remove the Temporary Worker. The Employment Business 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 the Employment Business within 48 hours of the termination of the Assignment.

10.2. Any of the Client, the Employment Business or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability.

10.3. The Client shall notify the Employment Business immediately and without delay and in any event within 24 hours if the Temporary Worker fails to attend work or notifies the Client that he is unable to attend work for any reason.

10.4. The Employment Business 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 terminate the Assignment under the provisions of clause 10.2.

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

Each of the provisions in this agreement shall be severable and distinct from one another and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

These terms and conditions supersede any other terms and conditions appearing in any documentation received to date by the Client from the Employment Business.

Date: 11th August 2008