



CONDITIONS FOR THE SUPPLY OF TEMPORARY OPERATIVES

- 1 (a)** In these conditions 'IF' shall mean Interior Fitout (UK) Ltd or such associated or subsidiary company as may agree to provide Operatives. "Hirer" shall mean the person or company to whom IF agrees to supply Operatives. "Operative" shall mean the individual providing services under this agreement. "Contract" shall mean any agreement for the supply of Operatives made between IF and the Hirer.

(b) No order in the pursuance of any quotation or otherwise shall be binding on IF unless and until it accepts such order. The contract shall be subject to these conditions and save as after mentioned, no representative or agent of IF has authority to agree any terms or make any representation inconsistent with them, or to enter into any Contract except on the basis of them. Any such term, representation or Contract will bind IF only if in writing and signed by a director. In the event that IF has not given a written acknowledgement of the Hirer's order, these conditions, provided the Hirer shall have had prior notice of them, shall nonetheless apply to the Contract.

(c) Unless otherwise agreed in writing by IF these conditions shall override any terms and conditions stipulated or referred to by the Hirer in his order or pre-contract negotiations.

(d) IF reserves the right to correct any clerical or typographical errors made by its employees at any time.
- 2 (a)** The Hirer shall be solely responsible for establishing that the Operatives are competent to carry out the work for which the Hirer requires them. All Operatives providing services under this agreement do so in the capacity of skilled professionals and the Hirer shall not supervise, direct or control, nor have any right of supervision, direction or control over the manner in which the services are provided by the Operatives.

(b) The Hirer shall indemnify IF against all liabilities which IF may incur arising out of the Contract or any work carried out or to be carried out thereunder. Without prejudice to the generality of the foregoing the Hirer shall indemnify IF against all loss, liability, damage, costs and expenses arising out of or in connection with any claim by Operatives in respect of injury, loss or damage and any claim by any person (including the Hirer) in respect of injury, loss or damage attributable to or resulting from any act or omission by any member of the Operatives.

(c) IF will use all reasonable endeavors to ensure that the Operatives are honest, competent and trustworthy but shall not be liable to the Hirer for any loss or damage arising from or in connection with any lack of honesty, competence or trustworthiness in the Operatives.

(d) The Hirer shall not be responsible for the payment of any insurance contributions, tax or payments for holidays in respect of the Operatives unless otherwise agreed.
- 3 (a)** For the purposes of this provision 'rates of charge' means all chargeable items including travelling rates and expenses and subsistence allowances (if any) in addition to working rates.

(b) In respect of each Operative the minimum hire period shall, unless otherwise agreed in writing, be 8 hours per day for each working day on which the Operative reports to Site in accordance with instructions received from the Hirer and shall commence when he so reports.

(c) The minimum hire charge payable by the Hirer for each Operative shall be the charge payable in respect of the minimum hire period and this provision shall apply notwithstanding that the Hirer dispenses with the services of such Operative in accordance with the provision of these conditions or otherwise.



- (d) In the event that any Operatives report to Site in accordance with instructions from the Hirer and the work is not provided for them, the minimum hire charge together with travelling rates and expenses and subsistence allowance if applicable will be paid by the Hirer in respect of such Operatives.
- (e) Notwithstanding that rates of charge are agreed at the time of the Contract, IF shall be entitled to increase such rates at any time upon giving the Hirer 7 days' notice and thereafter such increased rates shall be payable by the Hirer in place of the rates originally agreed.
- (f) Unless otherwise agreed any weekly subsistence allowance shall be deemed to cover a 7-day working week and, in the event, that any Operative is not available for work for 7 days in any week shall be reduced proportionately.
- 4 (a) The Hirer shall at the end of each week (commencing on Monday) of the hire period complete and sign IF's time sheet for each Operative and any employee of the Hirer who signs the time sheet shall be deemed to be duly authorized to do so.
- (b) Payment shall be made by the Hirer within 7 days after each invoice is rendered to him. No discount, concession or other favourable term offered by IF shall constitute a waiver of this obligation.
- (c) VAT is chargeable on all accounts. Interest at 2½ % over Bank Rate is charged on overdue accounts and all costs incurred in tracing and/or collecting such accounts will be charged to the Hirer.
- 5 IF will use all reasonable endeavours to ensure that all Operatives attend for work at the Hirer's Site on the dates and times required by the Hirer but IF shall in no circumstances be liable to the Hirer for any loss or damage arising because of or in connection with any failure by Operatives to attend.
- 6 (a) In the event that any Operative fails to attend Site as required or to carry out the agreed services with reasonable competence or if for any good reason the Hirer is dissatisfied with the performance of such Operative, the Hirer may dispense with their services without prior notice. In the event IF shall be entitled to replace such Operative but unless it offers so to do the provision of paragraph 3 (c) hereof shall not apply in respect of such Operative.
- (b) Subject to sub-paragraph (a), hereof and to any prior agreement in writing the Hirer shall not dispense of the services of all or any Operative without giving 24 hours' notice in writing to IF. In default of such notice, the Hirer shall make payments to IF as if due notice had been given and during the period hereof the Operative or Operatives had each worked for 8 hours.
- 7 The Hirer shall throughout the hire period maintain a policy or policies of insurance with an insurance company or companies of repute covering the Hirer's obligations under the Contract and shall produce such a policy or policies for inspection by IF when so requested.
- 8 (a) The parties agree that the Hirer shall pay IF a fee (the "Transfer Fee") where the Hirer directly engages an Operative supplied to work for the Hirer, or any associated or subsidiary company of the Hirer, or on any work with which the Hirer is concerned or connected, during the hire period.
- (b) The Transfer Fee shall be calculated and made payable to IF as follows:
- (i) The Hirer shall pay a sum equal to 15 % of the total remuneration payable to the Operative, if the employment is intended to be for a period less than one year or, if the actual total remuneration is unknown, the hourly rate of charge will be multiplied by 270 less any rebate applicable, calculated according to the Scale of Rebate to the Transfer Fee shown in Schedule 1.



- (ii) The Extended Period of Hire before the Hirer engages an Operative shall be calculated in proportion to the weeks the Operative has been supplied to the Hirer prior to the start of the Extended Period of Hire, as set out in Schedule 1.
 - (c) If the Hirer wishes to directly engage an Operative, without charge, the Hirer may upon giving two weeks' written notice, engage the Operative for the Extended Period of Hire as specified in clause 8(b).
 - (i) The parties accept that the terms governing the supply of the Operative, during the extended Period of Hire, shall be the same terms as s/he would have been supplied during the Initial Assignment or on terms no less favourable to those which applied immediately prior to the receipt of the notice; and the Hirer shall continue to pay the minimum hire charge as set out in clause 3.
 - (ii) In the event that IF is prevented from supplying the Operative for the whole or part of the Extended Period of Hire, for any reason beyond IF's control, or where the Hirer does not wish to engage the Operative on the same terms as the Assignment but the Operative is engaged by the Hirer, the Hirer shall be liable to make a reduced pro-rated payment taking into account any payments already made to the Operative during any part of the Extended Period of Hire before being engaged by the Hirer.
 - (iii) If the Hirer does not provide IF with notice of its intention to directly engage an Operative before the commencement of the Engagement, the parties agree that the Hirer shall be liable to pay the fee in full.
 - (d) VAT shall be payable in addition to any fee due.
- 9 Should IF be delayed in or prevented from supplying Operatives in accordance with the Contract due to war, governmental or parliamentary restrictions, trade disputes, shortages of suitable personnel, Act of God or due to any other cause whatsoever beyond its reasonable control IF shall be at liberty to cancel the Contract without incurring any liability for any loss or damage arising there from.
- 10 The proper law of all contracts with IF shall be English law, which shall govern in all respect the construction and effect of such contracts and of these conditions.
- 11 Where the Operative is a Driver the following additional conditions will apply:
- (a) As far as reasonably possible references of the Driver will be checked. Whilst appropriate driving licenses and driving permits will be examined by IF, the Hirer must satisfy himself that all licenses and other documentation appertaining to a Driver are in order before permitting the Driver to take charge of a vehicle.
 - (b) Drivers are supplied to the Hirer in the capacity of skilled professionals and the Hirer shall not supervise, direct or control, nor have any right of supervision, direction or control over the manner in which the Driver provides his services. The Hirer is responsible for satisfying himself that Drivers comply with all provisions of the Transport Act 1968 and all other road transport and Road Traffic Legislation and it is the Hirer's responsibility to take proper steps in relation to the insurance, maintenance and safety of the vehicles and legality of documents and effect all other necessary liability insurances. The Hirer accepts that he has sole responsibility for any statutory duties in respect of driving licenses and where appropriate tachygraphy. IF takes pride in its careful selection of Drivers introduced to Hirers having regard to the nature of the services to be performed and the vehicles they are required to drive, and every effort is made by IF to maintain a high standard of integrity and reliability amongst Drivers introduced to Hirers.



- 12 IF must emphasize that it may be impractical for IF to obtain references in every case owing to the time factor and the human element involved and IF can accept no liability of any kind whether in contract or tort for any other loss (including without prejudice to the generality of the foregoing loss of profits) or for any injury to persons, fatality arising directly or indirectly from any dishonesty or lack of skill on the part of the Driver.

Signed by:

On behalf of: Interior Fitout (UK) Limited

Date: Thursday, February 13, 2020