



RECRUITMENT PARTNER OF CHOICE

JAM Recruitment Limited ("JAM")

Standard Terms of Business for Suppliers ("Terms")

These Terms are effective from 1st March 2013. JAM engages its Suppliers under a Contract for Services on the terms and conditions set out below, which shall apply to each and every Assignment provided to and performed by the Supplier. In these Terms words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and vice versa.

1. Definitions

'Assignment' means work carried out or performed or to be carried out or performed by a Supplier for a Client for a temporary period of time under a Contract for Services;

'AWR' means the Agency Workers Regulations 2010;

'Calendar Week' means any period of seven days starting on a Monday and ending on the following Sunday which counts towards the Qualifying Period;

'Client' means the person or business to whom a Supplier is supplied or introduced by JAM to carry out a work Assignment;

'Contract for Services' means a contract provided by JAM to be entered into between JAM and the Supplier setting out the terms and conditions upon which the Supplier is to carry out or perform work Assignments for a Client;

'JAM' means Jam Recruitment Limited of Marsland House, Marsland Road, Sale, Cheshire and registered under Company No 5052190 or any of its subsidiary, associated or holding companies;

"Opt Out" means a notice given by the Supplier in accordance with Regulation 32(9) of the Conduct Regulations of their agreement that the Conduct Regulations shall not apply in respect of the supply of the Services; the term **"Opted Out"** shall be construed accordingly.

'Qualifying Period' means 12 continuous (as defined by Regulation 7 of the AWR) Calendar Weeks during the whole or part of which the Supplier is supplied to work for the Client in the same role by JAM or other temporary work agency (as defined by Regulation 4 of the AWR);

'Supplier' means a worker (whether acting in his own personal capacity or as a consultant via a limited company or other corporate body) engaged by JAM under a Contract for Services;

'Regulations' means the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

2. Obligations of the Supplier

2.1 Before JAM can begin to seek suitable Assignments for a Supplier, the Supplier will be provided with a detailed copy of the JAM Standard Contract for Services under which JAM propose to transact with the Supplier. Once an Assignment is identified Final Terms and Conditions will be issued by way of an Assignment Schedule, prior to the commencement of an Assignment. The Assignment Schedule will detail the actual rate of pay, hours, nature of work and any conditions specific to that Assignment, for example the submission of a timesheet, milestones, other evidentiary support that may be required by either JAM or a Client.

2.2 Before JAM can begin to seek suitable Assignments for a Supplier, the Supplier must provide JAM with a copy of his CV (curriculum vitae) or those of its consultants, full details of the work for which it would like to be considered and all other associated matters to enable JAM to find suitable Assignments including, without limitation:-

2.2.1 acceptable proof of identity and British Citizenship or right to work in the United Kingdom;

2.2.2 full details together with supporting evidence of the relevant experience, training, qualifications and professional body authorisations of the Supplier; and

2.2.3 the names of two referees (who are not relatives of the Supplier or relevant consultant) who the Supplier agrees for JAM to approach at any time for the purpose of obtaining references about the Supplier or Consultant.

2.3 By providing the information referred to in clause 2.2 the Supplier consents to its disclosure, and the disclosure of any other information held by the Company relating to the Supplier, to any Client in order to progress any potential Assignment.

2.4 Before the commencement of any Assignment, the Supplier shall provide JAM with :-

2.4.1 details of any work carried out by the Supplier since 1 October 2011 for any given Client in the same or similar role to that of any given Assignment via any third party which may count towards the Qualifying Period to enable JAM to comply with its obligations under the AWR;

2.4.2 written acceptance of the Terms and Conditions associated with an Assignment and any additional paperwork associated with that Assignment including, but not limited to any copies of insurances, certificates of VAT registration or Opt Out documents.

2.4.3 For the avoidance of doubt if, after being supplied with details of an Assignment, a Supplier does not return the written acceptance as set out in 2.4.2, but has provided verbal acceptance or chooses to attend the Client's premises and commence an Assignment, evidenced by the subsequent submission of a timesheet or invoice for services, then the Supplier shall be deemed to have accepted the Terms associated with that Assignment.

- 2.5 The Supplier warrants that all and any information or other details provided or supplied to JAM by the Supplier is true, complete, accurate and up to date.
- 2.6 The Supplier acknowledges that it will not engage in any conduct which could be detrimental to the interests of a Client or JAM or their relationship with each other. The Supplier shall immediately inform JAM should it become aware of any circumstances under which it would be detrimental to the interests of JAM, the Client or the Supplier for the Supplier to carry out or continue an Assignment for the Client.
- 2.7 JAM accepts no responsibility or liability or any loss or expense suffered by a Supplier by reason of his decision to resign from his current employment or work before or after receipt of any given Assignment.
- 2.8 The Supplier is fully aware that in the event JAM receives or obtains information indicating that the Supplier is or may be unsuitable to carry out a work Assignment JAM may withhold that particular Assignment from the Supplier.
- 2.9 The Supplier acknowledges and agrees that all inbound and outbound calls made to or from JAM may be recorded for training and monitoring purposes.
- 2.10 The Supplier agrees that JAM may, from time to time, contact the Supplier by way of E-mail, SMS, telephone, voice broadcast, or any other type of communication.

3. JAM's Obligations

- 3.1 When the Supplier provides JAM with a copy of his CV (and any other information required by JAM under clause 2.1 above), JAM will use reasonable endeavours to look for and/or obtain suitable Assignments for the Supplier and where appropriate, introduce the Supplier to a Client for a particular Assignment. Assignments will only be awarded to a Supplier if JAM, at its sole discretion, considers it appropriate to do so. JAM is under no obligation to find or award an Assignment to or for a Supplier. Neither these Terms nor the Contract for Services shall create any obligation on JAM to provide the Supplier with a specified number of hours work in any day or week.
- 3.2 The Supplier accepts that JAM can give no warranty as to the ultimate suitability of any Assignment it does award to a Supplier. JAM cannot guarantee to find a suitable Assignment for each Supplier.
- 3.3 JAM is acting as an Employment Business (as defined in the Employment Agencies Act 1973 as amended) when looking for or considering any possible Assignment.
- 3.4 Prior to the commencement of any given Assignment, JAM shall provide the Supplier with details of the rate of pay, type of work, notice period and any all specific obligations associated with that Assignment in the form of an Assignment Schedule. The Supplier is under no obligation to

accept that offer. However, following receipt of the Assignment Schedule, verbal acceptance or choosing to attend the Client's premises and commence an Assignment, evidenced by the subsequent submission of a timesheet or invoice for services, then the Supplier shall be deemed to have accepted the Terms associated with that Assignment.

4. Miscellaneous

- 4.1 These Terms shall be governed by and construed in accordance with the laws of England and Wales.
- 4.2 By registering with JAM and/or instructing JAM to look for suitable Assignments for you on your behalf at any time and from time to time, you the Supplier will be deemed to accept these Terms.