

Account Name and Address	Reporting To
Name	Assignment Start Date
	Week-Ending Date
	Job Title

	START	FINISH	BREAKS	HOURS	O/TIME
MONDAY					
TUESDAY					
WEDNESDAY					
THURSDAY					
FRIDAY					
SATURDAY					
SUNDAY					
CLIENT AUTHORISATION				Total Hours Worked	
Signed				<p>We confirm that the total hours worked are correct and we will accept your accounts for the chargeable hours at the agreed rate.</p> <p>We also agree to accept your terms and conditions of business as set out below</p>	
Name in Capitals					
Title		Date			

TIME SHEETS MUST BE FAXED TO COBY PHILIPS BY CLOSE OF BUSINESS FRIDAY
 4 Brownlow Mews, London, WC1N 2LD t:020 7841 1966 f:020 7841 1967
 e:timesheets@cobyphilips.co.uk www.cobyphilips.co.uk

Terms and Conditions of Business

1. Definitions

In these Terms of Business the following definitions apply: 'The Client' means the person, firm or corporate body requiring the services of the Temporary Worker. 'The Temporary Worker' means the person supplied to the Client by Coby Philips to carry out the Assignment. 'The Assignment' means the period during which the Temporary Worker is engaged to render his services to the Client; 'Remuneration' includes base salary, guaranteed and/or anticipated bonus and commission earnings payable for services rendered to or on behalf of the Client.

2. The Contract

2.1 These Terms of Business are between Coby Philips and the Client hiring the services of the Temporary Worker. 2.2 These Terms of Business are deemed to be accepted by the Client by virtue of its request for, interview with or the Engagement by the Client, (which term includes employment or use whether under a contract of service or for services or under an agency, licensee, franchisee or partnership agreement) of the Temporary Worker introduced by Coby Philips. 2.3 In the event of any conflict between these Terms of Business and any other terms of business, the former shall prevail unless expressly agreed to the contrary by a Director of Coby Philips in writing. 2.4 No variation or alteration of these Terms of Business shall be valid unless approved in writing by a Director of Coby Philips.

3. Time sheets

3.1 The Client agrees to verify and sign Coby Philips timesheets, or any other timesheet previously approved by Coby Philips at the end of each week of the Assignment (or where the Assignment is for a period of less than one week or is completed before the end of the week, at the end of the Assignment). Signature of such timesheets by the Client constitutes acceptance that the Temporary Worker has worked satisfactorily for the number of hours indicated on the timesheet. 3.2 Failure to sign the timesheet does not alter the Client's liability to pay for the hours worked.

4. Charges

4.1 The Client agrees to pay the hourly charges of Coby Philips as notified to the Client at the commencement of the Assignment which may be varied by Coby Philips with immediate effect from time to time during the Assignment. The minimum charge period for all temporaries shall be four hours per charged at normal rates. 4.2 The charges are directly related to the hourly remuneration of the Temporary Worker and are calculated by reference to the number of hours worked by the Temporary Worker (to the nearest quarter hour). Travelling, hotel and other expenses as may be agreed shall be itemised and added to Coby Philips' invoice. VAT will be charged by Coby Philips in addition. Details of our charges are available on request. 4.3 Charges are invoiced to the Client on a weekly basis and all invoices are payable within seven (7) days of the date of the invoice. Coby Philips reserves the right to charge interest on invoiced amounts unpaid for more than seven (7) days at the rate from time to time applicable to judgments debts in the High Court. Coby Philips also reserves the right to terminate any current Assignment where payment is overdue. 4.4 Coby Philips assumes responsibility for the payment of remuneration, deduction and payment of all statutory contributions in respect of Earnings Related Insurance and the administration of Schedule E Income Tax (PAYE), applicable to the Temporary Worker as required by law.

5. Introduction Fees

5.1 Introductions are strictly confidential. The engagement or use by a Client, directly or indirectly, whether for a definite or indefinite period, of a Temporary Worker or former Temporary Worker

introduced by Coby Philips or the introduction of such Temporary Worker to any other third parties with a resulting engagement, renders the Client subject to the payment of an introduction fee calculated in accordance with the accompanying Fee Structure, provided that the engagement takes place within a period of twelve (12) months from either the termination of any temporary Assignment, or of the introduction of a Temporary Worker, whichever is later. An introduction fee will also become payable under the provisions of this Clause for the engagement, use or introduction of a Temporary Worker or former Temporary Worker introduced by Coby Philips where such Temporary Worker has become incorporated under a limited company and supplies their services through that company to the Client or the third party. Coby Philips' introduction fee for the engagement of a Temporary Worker shall be calculated with reference to the annual commencing gross taxable Remuneration and taxable emoluments payable by the Client to the Temporary Worker concerned. 5.2 Where the amount of the annual commencing Remuneration is not readily ascertainable, the annual commencing Remuneration will be calculated by taking the highest hourly rate payable to the Temporary Worker when last supplied to the Client by Coby Philips, the hourly rate will then be multiplied by 37.5 to give a weekly rate, and then multiplied by 52 to give the annual commencing Remuneration.

6. Liability

6.1 Whilst every effort is made by Coby Philips to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from the Temporary Workers and further to provide them in accordance with booking detail, no liability is accepted by Coby Philips for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) arising from any failure to provide any particular Temporary Worker for all or part of the period of Assignment or from negligence, dishonesty, misconduct or lack of skill of the Temporary Worker provided. 6.2 Temporary Workers engaged by Coby Philips under contracts for services are deemed to be under the direction and control of the Client from the time the Temporary Worker reports to take up duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors or omissions be they willful, negligent or otherwise as though the Temporary Worker were on the payroll of the Client. The Client will comply in all respects with all statutes, bylaws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff, including in particular the provision of adequate Employers and Public Liability Insurance cover for the Temporary Worker during all Assignments but excluding the matters specifically mentioned in Paragraph 4.4 above. 6.3 The Client shall indemnify and keep indemnified Coby Philips against any costs, claims, damages and expenses incurred by Coby Philips arising out of the introduction and use of the Temporary Worker.

7. Termination

7.1 The Client undertakes to supervise the Temporary Worker(s) assigned to it sufficiently to ensure the Client's satisfaction with reasonable standards of workmanship but if the services of the Temporary Worker prove to be unsatisfactory, Coby Philips may reduce or cancel the charge for the time worked by that Temporary Worker, provided that the Temporary Worker leaves that Assignment immediately and that notification, which must be confirmed by telephone within 48 hours, to Coby Philips, of the commencement of the Assignment. 7.2 In any event, the Client waives the right to withhold payment until after notification. Where possible, a replacement Temporary Worker will be introduced to the Client. 7.3 Each of the Client, the Temporary Worker or Coby Philips may terminate the provision of services by the Temporary Worker at any time without prior notice.