



*"nothing great was achieved
without enthusiasm."*



**TERMS OF BUSINESS FOR THE SUPPLY OF TEMPORARY SERVICES
AND THE INTRODUCTION OF PERMANENT OR CONTRACT STAFF
(TO BE DIRECTLY EMPLOYED BY THE CLIENT)**

To

of

(hereinafter referred to as "Client")



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TERMS OF BUSINESS FOR THE SUPPLY OF TEMPORARY SERVICES

1. DEFINITIONS

1.1 In these Terms and Conditions of Business for the Supply of Temporary Services (hereinafter referred to as "Terms and Conditions") the following definitions apply:

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

"Client" means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Temporary Worker or Contractor is supplied or introduced or for whose benefit the Applicant's services are provided.

"Employment Business" means IRS Recruitment (a registered business name of Industry Resource Services Ltd) acting as an Employment Business in the introduction and supply of Temporary Workers or Contractors.

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

"Contractor" means the limited company introduced to the Client by the Employment Business to carry out an Assignment (and save where otherwise indicated, includes any officer, operative, employee or representative thereof).

"Engages" or "Engaged" or "Engagement" means any engagement, employment or use of the Temporary Worker or Contractor directly or indirectly by the Client or any third party or through any other employment business on a permanent or temporary basis, whether under a contract of services, a contract for services, an agency, license, franchise or partnership arrangement; or any other engagement directly or through a limited company of which the Temporary Worker or Contractor is an officer or employee.

"Introduction" means the Client's interview of a Temporary Worker or Contractor in person, or by telephone, or other means following the Client's instruction to the Employment Business to supply a Temporary Worker or Contractor; or the passing to the Client of a curriculum vitae or other information which identifies the Temporary Worker or Contractor.

"Introduction Fee" means the fee payable in accordance with clause 7.2 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

"Transfer Fee" means the fee payable in accordance with clause 7.1 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

"Remuneration" includes base salary and/or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, and all other payments and taxable or non-taxable emoluments payable to or receivable by the Temporary Worker or Contractor for services rendered to or on behalf of the Client or any third party. Where a company car is provided, a notional amount of £5000 will be added to the salary in order to calculate the Employment Business' fee.

"Equipment" means any plant, machinery, motor vehicle (including the Temporary Worker or Contractor's own vehicle used for the Client's business purposes) or other equipment used or operated by the Temporary Worker or Contractor during an Assignment.

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

1.3 The headings contained in these Terms and Conditions are for convenience only and do not affect their interpretation.

2. THE CONTRACT

2.1 These Terms and Conditions, which constitute the contract between the Employment Business and the Client, govern the supply of the Temporary Worker's or Contractor'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 Contractor or the passing of any information about the Temporary Worker or Contractor to any third party following an Introduction.

2.2 These Terms and Conditions together with the relevant Agreement for the Supply of Services contain the entire agreement between the parties and unless otherwise agreed in writing by an authorised signatory of the Employment Business, these Terms and Conditions prevail over any terms of business or purchase conditions proffered by the Client.

2.3 The Employment Business is entitled to assume that any employee or agent of the Client has the authority to bind the Client (unless the Client notifies the Employment Business otherwise in writing) and the Employment Business is not required to seek confirmation of that authority.

2.4 No variation or alteration to these Terms and Conditions shall be valid unless the details of such variation are agreed by the Client and the Employment Business and are set out in writing, signed by a director of the Employment Business 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, INVOICING AND PAYMENT

3.1 The Client agrees to pay the hourly/daily charges of the Employment Business as notified and agreed at the commencement of the Assignment and as may be varied from time to time during the Assignment as provided herein or as may be agreed in writing between the Client and the Employment Business. The charges are calculated according to the number of hours/days worked by the Temporary Worker or Contractor or agreed fee. Unless otherwise agreed in writing, part hours shall be charged to the nearest quarter hour; where a daily rate is agreed, the full daily rate shall apply for full or part day(s) worked, unless the Temporary Worker or Contractor has worked less than 4 hours when half of the daily rate will be charged.

3.2 The charges comprise mainly of the Temporary Worker's or Contractor's hourly or daily rates but also include the Employment Business' costs in providing its services, commission and where applicable employers National Insurance contributions and, unless otherwise specifically agreed in writing, exclude any other costs. All charges are exclusive of Value Added Tax (VAT) or similar taxes which will be charged at the prevailing rate at the time of supply.

3.3 All expenses reasonably incurred by the Temporary Worker or Contractor during the performance of services to the Client which were not included in the charges for time worked and which have been previously approved in writing by the Client and the Employment Business shall be payable by the Client within 7 days of receipt of an invoice of the Employment Business, detailing the expenses and any agreed mark up, which unless otherwise agreed shall be 10% (ten per cent).

3.4 The charges are invoiced to the Client on a weekly basis and are payable within seven days from date of invoice unless otherwise specifically agreed in writing by a director of the Employment Business. Account

5. CANCELLATION FEE

5.1 If, after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Agency a minimum fee of 25% of the fee, as calculated in accordance with clause 3, had the offer not been withdrawn.

6. INTRODUCTIONS

6.1 Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Agency which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Agency's fee as set out in clause 3.4 with no entitlement to any refund.

6.2 An introduction fee calculated in accordance with clause 3.4 will be charged in relation to any Applicant Engaged following an Introduction by or through the Agency, whether direct or indirect, within 6 months from the date of the Agency's Introduction.

6.3 Should the Client have previous knowledge of a candidate prior to an Introduction, the Client shall notify the Agency within 1 working day of the Introduction, with supporting documentary evidence. Should the Agency not receive such notification, the Client will be unable to rely on prior knowledge as a reason for non payment of any fee.

6.4 On written request of the Agency, the Client shall provide within 14 days full details of the Remuneration payable to the Applicant. Should this information not be provided, a fee will be calculated by the Agency, based upon an estimation by the Agency of the Remuneration payable in the position.

6.5 In the event that any Employee of the Agency with whom the Client has had personal dealings accepts an Engagement with the Client within 3 months of leaving the Agency's employment, the Client shall be liable to pay an introduction fee to the Agency in accordance with clause 3.4.

7. SUITABILITY AND REFERENCES

7.1 The Agency shall use reasonable endeavours to check the suitability of any Applicant Introduced to the Client by obtaining confirmation from the Applicant of the Applicant's identity; that the Applicant has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and that the Applicant is willing to work in the position which the Client seeks to fill. All such checks shall be based upon the information provided by the Client in accordance with clause 7.6.

7.2 At the same time as proposing an Applicant to the Client the Agency shall inform the Client of such matters in clause 7.1 as they have obtained confirmation of. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following save where the Applicant is being proposed for a position which is the same as one in which the Applicant has worked within the previous five business days and such information has already been given to the Client.

7.3 The Agency endeavours to take all such steps as are reasonably practicable to inform the Client and Applicant of any requirements, of which the Agency is reasonably aware as being imposed by law or any professional body to enable the Applicant to work in the position which the Client seeks to fill.

7.4 The Agency shall use reasonable endeavours to notify the Client should the Agency become aware that it would not be detrimental to the interests of either the Client or the Applicant for the Applicant to work in the position which the Client seeks to fill.

7.5 Notwithstanding clauses 7.1, 7.2, 7.3 and 7.4 above the Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant to it or the Agency before engaging such Applicant. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.

7.6 To enable the Agency to comply with its obligations under clauses 7.1, 7.2, 7.3 and 7.4 above the Client undertakes to provide to the Agency full details of the position which the Client seeks to fill, including

- the type of work that the Applicant would be required to do;
- the location and hours of work;
- the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Applicant to possess in order to work in the position;
- any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks.
- whether the Assignment involves dealing with or working with vulnerable persons:- i.e persons under the age of 18 years or persons in need of care and attention by reason of age, infirmity or other circumstances.
- the date the Client requires the Applicant to commence,
- the duration or likely duration of the work;
- the minimum rate of remuneration, expenses and any other benefits that would be offered;
- the intervals of payment of remuneration
- the length of notice that the Applicant would be entitled to give and receive to terminate the employment with the Client
- any additional requirements or information, which the Client views as relevant to the position

8. SPECIAL SITUATIONS

8.1 Where the Applicant is required by law, or any professional body to have any qualifications or authorisations to work in the position which the Client seeks to fill; or the work 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 Agency will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Applicant, two references from persons not related to the Applicant who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Applicant is suitable for the position. If the Agency 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.

9. LIABILITY

9.1 The Agency shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Agency seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of the Agency to introduce any Applicant. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence.

10. GENERAL

10.1 Other than for third party rights specifically conferred in or under these Terms of Business, Contracts (Rights of Third Parties) Act 1999 is excluded.

10.2 Each portion of these Terms of Business, defined by punctuation and/or sections or numbering, is separate, distinct and severable and to give meaning to the intention of you and us, the Court may modify any portion that may otherwise be void; subject thereto, any void portion may be severed and the remaining provisions shall continue in force.

10.3 Each portion of any notice under these Terms of Business shall be in writing sent to the addressee at the last known address, registered office address or fax, respectively, by first class post, or by fax and shall be deemed to have been received, in the case of post on the postal date following the date of posting, in the case of fax on the date of transmission.

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

Accepted for & on behalf of the Client

Signed: _____

Print Name: _____

Designation: _____

Date: _____

- (a) **A period of hire** of the Temporary Worker or Contractor being six weeks during which the Client shall pay the hourly charges agreed pursuant to clause 3.1 above for each hour the Temporary Worker or Contractor is so employed or supplied; or
- (b) **An Introduction Fee** calculated as follows:
15% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges agreed pursuant to clause 3.1 multiplied by 250. 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 due.
- 7.2.2 However, where the Client does not give such notice before the Temporary Worker or Contractor is Engaged, the parties agree that the Transfer Fee shall be due.
- 7.3 In the event that the Engagement of the Temporary Worker or Contractor is for a fixed term of less than 12 months, the fee in clause 7.1.1(b) or 7.2.1(b), calculated as a percentage of the Remuneration, will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Temporary Worker or Contractor within 3 months of the termination of the first Engagement the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is sooner.
- 7.4 Inability to supply during the period of hire:
- 7.4.1 If the Client elects for an extended period of hire, as set out above, but before the end of such period Engages the Temporary Worker or Contractor supplied by the Employment Business either directly or pursuant to being supplied by another employment business or the Temporary Worker or Contractor chooses not to be supplied for an extended period of hire, the Transfer or Introduction Fee calculated in accordance with either 7.1(b) or 7.2(b) may be charged, reduced by such percentage to reflect the period of extended hire already undertaken by the Temporary Worker or Contractor and paid for by the Client.
- 7.5 Where there has been an Introduction to and Engagement by a third party:
- 7.5.1 In the event that a Temporary Worker or Contractor supplied to a Client is introduced by the Client to a third party which results in the Engagement of the Temporary Worker or Contractor by the third party during the Assignment or within whichever is the longer of either:
- 14 weeks from the start of the first Assignment (each new Assignment where there has been a break of more than 42 days (6 weeks) since the end of the previous Assignment shall also be considered to be the 'first Assignment' for these purposes); or
 - 8 weeks from the day after the last day the Temporary Worker or Contractor worked on the Assignment the Client shall be liable to pay a Transfer Fee calculated as follows:
 - 15% of the Remuneration applicable during the first 12 months of the Engagement or,
 - if the actual amount of the Remuneration is not known, the hourly charges agreed pursuant to clause 3.1 multiplied by 250. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.
- 7.6 Where there has been an Introduction but no Supply resulting in an Engagement by a third party:
- 7.6.1 In the event that there is an Introduction of a Temporary Worker or Contractor to the Client which does not result in the supply of that Temporary Worker or Contractor by the Employment Business to the Client, but the Temporary Worker or Contractor is introduced by the Client to a third party which results in the Engagement of the Temporary Worker or Contractor by the third party within 6 months from the date of Introduction the Client shall be liable to an Introduction Fee calculated as follows:
- 15% of the Remuneration applicable during the first 12 months of the Engagement.
 - if the actual amount of the Remuneration is not known, the hourly charges agreed pursuant to clause 3.1 multiplied by 250. 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 due

8. LIABILITY

- 8.1 Whilst every effort is made by the Employment Business to give satisfaction to the Client by in respect of reasonable standards of skill, integrity and reliability from Temporary Workers or Contractors 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 or Contractor for all or part of the period of the booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker or Contractor. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.

- 8.2 Temporary Workers or Contractors supplied by the Employment Business are engaged under contracts for services. They are not, and are not to be regarded as, employees of the Employment Business.

8.3 The Client will be solely responsible for allocating work to the Temporary Worker or Contractor. The Employment Business is not entitled to and does not in practice seek to exercise supervision, direction or control as to the manner in which such work is executed by the Temporary Worker or Contractor. The Temporary Worker or Contractor shall have reasonable autonomy having regard to their skill, qualification and experience in the provision of their services, however the Temporary Worker or Contractor will be required to comply with any lawful reasonable request of the Client whilst on the Client's premises.

8.4 The Employment Business shall not be responsible for any acts, errors or omissions of the Temporary Worker or Contractor, whether wilful, negligent or otherwise. The Client shall, where responsible comply with any statutory requirements including for the avoidance of doubt, the Working Time Regulations, Health & Safety at Work Act etc, by-laws, codes of practice and legal requirements (excluding the matters specifically mentioned in clause 6 above), including in particular the provision of adequate Employers and Public Liability Insurance cover for the Temporary Worker or Contractor during all Assignments.

8.5 The Client shall at the time of its initial enquiry advise the Employment Business in writing of any special health and safety matters about which the Employment Business is required to inform the Temporary Worker or Contractor and about any requirements imposed by law or by any professional body, which must be satisfied if the Temporary Worker or Contractor is to fill the Assignment. The Client will assist the Employment Business in complying with the Employment Business' duties under the Working Time Regulations by supplying any and all relevant information about the 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 or Contractor for more than 48 hours in any week the Client must notify the Employment Business of this requirement before the commencement of that week.

8.6 The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Temporary Worker or Contractor for the Temporary Worker or Contractor to fill the Assignment and undertakes not to request or to continue a supply of a Temporary Worker or Contractor when it knows that it would be detrimental to the interests of the Temporary Worker or Contractor to undertake or continue the Assignment.

8.7 The Client undertakes not to request the supply of a Temporary Worker or Contractor to perform the duties normally performed by a worker who is taking part in official industrial action or duties performed by someone who has been transferred by the Client to perform the duties of the person on strike or taking official industrial action.

8.8 The Client must at all times treat all Temporary Workers or Contractors with due respect and dignity and in particular must take all steps to avoid any discriminatory conduct against them whether on grounds of race, sex, disability or otherwise.

8.9 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 and/or arising out of any non-compliance with this clause 8 and/or as a result of any breach of the Terms and Conditions by the Client.

9. HEALTH AND SAFETY AT WORK

9.1 The Client will at all times discharge all statutory and common law duties which the Client may from time to time owe to, or to which the Client may from time to time be subject in respect of the health, safety and protection from injury of the persons and property of Temporary Workers or Contractors as supplied to the Client by the Employment Business and the Client will at all times indemnify the Employment Business and hold the Employment Business indemnified and

harmless against all claims, loss, damage, cost or expense incurred by the Employment Business or arising otherwise in connection with any breach of such duty. The Client shall indemnify the Employment Business against any and all claims made by the Temporary Worker or Contractor or its personnel against the Employment Business arising from, out of or in any way connected with this contract.

10. USE OF EQUIPMENT

10.1 The Client shall not cause or permit the Temporary Worker or Contractor to use any Equipment unless the Client has satisfied itself that the Temporary Worker and or Contractor is in possession of all necessary licences or permits and has received proper instruction with regard to operating such Equipment. The Client must also at its cost ensure that adequate insurance cover is in force in respect of such use. The Client will at all times keep the Employment Business indemnified against any liability (whether in respect of any insured risk or otherwise) incurred by the Employment Business or arising out of or in connection with the use by the Temporary Worker or Contractor of any such Equipment.

11. TERMINATION

11.1 The Employment Business may terminate this contract without liability forthwith upon notice in writing if the Client is in breach of any of its obligations under these Terms and Conditions or the Client becomes bankrupt or has a receiving order or administration order made against it or is put into liquidation (save for the purposes of reconstruction or amalgamation).

11.2 Termination of this contract is without prejudice to any accrued rights of the Employment Business against the Client and all charges become immediately due and payable to the Employment Business upon termination.

11.3 Termination of an Assignment:

11.3.1 The Agreement for the Supply of Services shall include the specific notice periods relevant to the termination of that Assignment.

11.3.2 The Client shall notify the Employment Business immediately, without delay and in any event within 24 hours if the Temporary Worker or Contractor fails to attend work. In the event that the Temporary Worker or Contractor notifies the Client that they are unable to attend work for any reason, the Client must notify the Temporary Worker or Contractor that such notification cannot be accepted and that they must notify the Employment Business of their intended absence.

11.3.3 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 or Contractor supplied to the Client is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith by notice in writing without prior notice and without liability.

11.3.4 If in event that the Client considers the services of the Temporary Worker or Contractor to be unsatisfactory, the Client shall notify the Employment Business with reasons as soon as possible. Should the Client wish to terminate an Assignment, this must be communicated to the Employment Business, who will address the matter with the Temporary Worker or Contractor.

11.3.5 In the event that the Employment Business agrees that the Temporary Worker is unsuitable, 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 2 (two) hours for bookings of seven hours or less; or
- (b) within 4 (four) hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours.

11.3.6 Any such reduction being dependent upon the agreement of the Employment Business that the Temporary Worker is unsuitable and notification of the unsuitability being confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.

12. GENERAL

12.1 Other than for third party rights specifically conferred in or under this agreement Contracts (Rights of Third Parties) Act 1999 is excluded.

12.2 Each portion of these Terms and Conditions, defined by punctuation and/or sections or numbering, is separate, distinct and severable and to give meaning to the intention of you and us, the Court may modify any portion that may otherwise be void; subject thereto, any void portion may be severed and the remaining provisions shall continue in force.

12.3 Each portion of any notice under these Terms and Conditions shall be in writing sent to the addressee at the last known address, registered office address or fax number either, respectively, by first class post, or by fax, and shall be deemed to have been received, in the case of post on the postal date following the date of posting, in the case of fax on the date of transmission.

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

Accepted for & on behalf of the Client

Signed: _____

Print Name: _____

Designation: _____

Date: _____

TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT OR CONTRACT STAFF (TO BE DIRECTLY EMPLOYED BY THE CLIENT)

1. DEFINITIONS

1.1. In these Terms of Business the following definitions apply:

“Applicant” means the person introduced by the Agency to the Client for an Engagement including any officer or employee of the Applicant if the Applicant is a limited company and members of the Agency’s own staff;

“Client” means the person; firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to which the Applicant is introduced; or for whose benefit the Applicant’s services are provided.

“Agency” means IRS Recruitment a Registered Business Name of Industry Resource Services Limited, acting as an Employment Agency in the introduction of Permanent or Contract staff to be directly employed by the Client.

“Employee of the Agency” means an individual, not being an Applicant or a person, in respect of whom the Agency is providing work finding services, who is engaged by the Agency under a contract of employment.

“Engagement” means the engagement, employment or use of the Applicant by the Client or any third party, whether directly or indirectly on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the Applicant is an officer or employee. “Engage” “Engaged” or “Engages” shall have the corresponding meaning.

“Introduction” means (i) the Client’s interview of an Applicant in person or by telephone, following the Client’s instruction to the Agency to search for an Applicant; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Applicant; “Introduce”, “Introduced” or “Introduces” shall have the corresponding meanings.

“Remuneration” includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client. Where the Client provides a company car, a notional amount of £5,000 will be added to the salary in order to calculate the Agency’s fee.

1.2. Unless the context requires otherwise, references to the singular include the plural.

1.3. The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

1.4. At all times, under these Terms of Business the Agency shall be operating as an Employment Agency. (As defined in the Conduct of Employment Agencies and Employment Business Regulations 2003)

2. THE CONTRACT

2.1. These Terms of Business constitute the contract between the Agency and the Client and are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant or the passing of any information about the Applicant to any third party following an Introduction.

2.2. These Terms of Business contain the entire agreement between the parties and unless otherwise agreed in writing by a director of the Agency, these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client.

2.3. No variation or alteration to these Terms of Business shall be valid unless the details of such variation are agreed between the Agency and the Client and are set out in writing and signed by a director of the Agency 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. NOTIFICATION AND FEES

3.1. The Client agrees:

a) To notify the Agency immediately and in any event within 7 days of any action taken in respect of an Applicant Introduced by the Agency up to and including any Engagement of the Applicant, such actions to include but not limited to any interview, Introduction to a third party or Engagement, whether such an Engagement be via the Agency or not.

b) To notify the Agency immediately and in any event within 7 days of the Engagement of an Applicant and provide details of the Remuneration to the Agency; and

c) To pay the Agency’s fee within 14 days of the date of invoice.

3.2. Except in the circumstances set out in clause 5.1 below, no fee is incurred by the Client until the Applicant commences the Engagement when the Agency will render an invoice to the Client for its fees.

3.3. The Agency reserves the right to charge interest on invoiced amounts unpaid for more than 14 days at the rate of 4% per annum above the base rate from time to time of the National Westminster Bank Plc from the due date of the invoice(s) until the date of payment.

3.4. The fee payable to the Agency by the Client on the Engagement of an Applicant, following an Introduction by the Agency is the amount equal to 15% of the Remuneration applicable during the first 12 months of the Engagement. VAT will be charged on the fee if applicable. For the avoidance of doubt there is no implied term that the Introduction be the effective cause of the Engagement.

3.5. In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 3.4 will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 6 calendar months from the date of termination of the first Engagement the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner.

3.6. If the Client subsequently engages or re-engages the Applicant within the period of 6 calendar months from the date of termination of the Engagement, withdrawal of the offer or the Introduction of an Applicant, a full fee calculated in accordance with clause 3.4 above becomes payable by the Client.

4. REFUNDS

4.1. In order to qualify for the following refund, the Client must pay the Agency’s fee within 14 days of the date of invoice and must notify the Agency in writing of the termination of the Engagement within 7 days of its termination.

4.2. If the Engagement terminates before the expiry of 12 weeks from the commencement of the Engagement (except where the Applicant is made redundant, constructively or unlawfully dismissed) a refund of 8% will be allowed against the Agency’s fee for each complete week of the initial 12 week period not worked by the Applicant.

4.3. In circumstances where clause 3.6 applies the full fee stated in clause 3.4 is payable and there shall be no entitlement to a refund.

facilities are subject to status and completion of relevant documentation etc. The Employment Business reserves the right to charge interest on any overdue invoices or amounts at the rate of 4% per annum above the base rate from time to time of the National Westminster Bank plc from the due date of the invoice(s) until the date of payment.

3.5. In the event of the cost to the Employment Business of supplying the Temporary Worker’s or Contractor’s services to the Client increasing at any time by reason of the introduction, imposition or variation of any National Insurance or other social security contribution or of any tax, levy and/or other governmental impost payable or becoming payable by the Employment Business, then the charges made by the Employment Business to the Client shall be increased by any such part of such additional cost as shall not be recoverable by the Employment Business from the Temporary Worker or Contractor.

3.6. 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 or Contractor to the Client the Employment Business shall inform the Client of the information received in order to check; the identity of the Temporary Worker or Contractor; that the Temporary Worker or Contractor 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 or Contractor will be engaged by the Employment Business under a contract of service or apprenticeship or a contract for services; and that the Temporary Worker or Contractor is willing to work in the Assignment.

4.2. When such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank Holiday) following, save where the Temporary Worker or Contractor is being introduced for an Assignment in the same position as one in which the Temporary Worker or Contractor had previously been supplied within the previous five business days and such information has already been given to the Client, unless the Client requests that the information be resubmitted.

4.3. The Employment Business and the Client mutually agree that neither party shall disclose directly or indirectly to any Temporary Worker or Contractor or to any third party business information relating to one another. All Introductions and details of any Temporary Worker or Contractor are and shall at all times remain entirely confidential. The Engagement of a Temporary Worker or Contractor, whether directly or indirectly by the Client or any third party to whom the Client has passed any information regarding the Temporary Worker or Contractor renders the Client liable for payment of the Employment Business’ fee as set out in clause 7.

4.4. Where the Temporary Worker or Contractor is required by law, or any professional body to have 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 and offer to provide the Client:

- (i) Copies of any relevant qualifications or authorisations of the Temporary Worker or Contractor, and,
- (ii) Two references from persons not related to the Temporary Worker or Contractor who have agreed that the references they provide may be disclosed to the Client; and has taken all reasonably practicable steps to confirm that the Temporary Worker or Contractor 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.

4.5. To enable the Employment Business to comply with its obligations under this agreement and the Conduct of Employment Agencies and Employment Business Regulations 2003, the Client undertakes to provide to the Employment Business full details of the position which the Client seeks to fill, including

- the type of work that the Temporary Worker or Contractor would be required to do;
- the location and hours of work;
- the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Temporary Worker to possess in order to work in the position;
- any risks to health or safety known to the Client and what steps the

Client has taken to prevent or control such risks.

- whether the Assignment involves dealing with or working with vulnerable persons:-
 - i.e persons under the age of 18 years or persons in need of care and attention by reason of age, infirmity or other circumstances.
- the date the Client requires the Temporary Worker or Contractor to commence,
- the duration or likely duration of the work;
- the minimum rate of remuneration, expenses and any other benefits that would be offered;

5. VERIFICATION OF EXECUTION

5.1. At the end of each week of an Assignment (or at the end of an 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’ timesheet verifying the number of hours/days worked by the Temporary Worker or Contractor during the preceding week (or such lesser period).

5.2. Signature of the timesheet by the Client is confirmation of the number of hours/days worked. If the Client is unable to sign a timesheet submitted for authentication by the Temporary Worker or Contractor because the Client disputes the hours 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 hours, if any, were worked by the Temporary Worker or Contractor. Failure to sign the timesheet does not remove the Client’s obligation to pay the charges in respect of the hours/days worked.

5.3. The Client shall not be entitled to decline to sign a timesheet, or sign conditionally, on the basis that he is dissatisfied with the work performed by the Temporary Worker or Contractor. In cases of unsuitable work the Client should apply the provisions set out in the Agreement for the Supply of Services.

6. PAYMENT OF THE TEMPORARY WORKER OR CONTRACTOR

6.1. The Employment Business assumes responsibility for paying the Temporary Worker or Contractor and, where appropriate, for the deduction and payment of taxes or other such statutory deductions applicable to the Temporary Worker or Contractor as required by law.

7. TRANSFER AND INTRODUCTION FEES

7.1. Where there has been a supply: In the event of the Engagement by the Client of a Temporary Worker or Contractor supplied by the Employment Business for an Assignment either (1) directly) or (2) pursuant to being supplied by another employment business, during the Assignment or within whichever is the longer of either:

- 14 weeks from the start of the first Assignment (each new Assignment where there has been a break of more than 42 days (6 weeks) since the end of a previous Assignment shall be considered to be the “first Assignment” for these purposes), or,
- 8 weeks from the day after the last day the Temporary Worker or Contractor worked on the Assignment. the Client shall be liable, subject to electing by giving 3 days prior notice, to either:

- (a) **An extended period of hire** of the Temporary Worker or Contractor being six weeks during which the Client shall pay the current hourly charge agreed pursuant to clause 3.1 for each hour/day the Temporary Worker or Contractor is so employed or supplied; or,
- (b) **A Transfer Fee** calculated as 15% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges agreed pursuant to clause 3.1 multiplied by 250. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

7.1.2. However, where the Client does not give such notice before the Temporary Worker or Contractor is Engaged the parties agree that the Transfer Fee shall be due.

7.2. Where there has been an Introduction but no supply:

7.2.1. In the event that there is an Introduction of a Temporary Worker or Contractor to the Client which does not result in the supply of that Temporary Worker or Contractor by the Employment Business to the Client, but which leads to an Engagement of the Temporary Worker or Contractor by the Client either directly or pursuant to being supplied by another employment business within 6 months from the date of Introduction the Client shall be liable, subject to electing upon giving 3 days notice, to either: