

## Absolute Accountancy Recruitment Limited

A company incorporated in England and Wales under company number 9290602

("The Employment Agency");

### TERMS OF BUSINESS FOR THE SUPPLY OF TEMPORARY STAFF SERVICES

#### 1 DEFINITIONS

##### 1.1 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 or associated Company as defined by the Companies Act 1985 to whom the Temporary Worker is supplied

**"Engagement"** means any employment or use of the Temporary Worker 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 either 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 Agency to the Client.

**"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.

**"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.

**"Introduction"** means the Client's interview of a Temporary Worker in person or by telephone, following the Client's instruction to The Employment Agency to search for a Temporary Worker; or the passing to a Client of a Curriculum Vitae or other information which identifies the Temporary Worker and which leads to an Engagement of that Temporary Worker by the Client.

**"Remuneration"** includes base salary or fees, guaranteed and / or anticipated bonus and commission earnings, allowance, 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 Temporary Worker for services rendered to or on behalf of the Client or any third party. Where a company car is provided, a notional amount of £6,000 will be added to the salary in order to calculate The Employment Agency' fee.

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 are for convenience only and do not affect their interpretation.

#### 2 THE CONTRACT

2.1 These terms govern the supply of the Temporary Worker's services by The Employment Agency 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 No variation or alteration to these Terms shall be valid unless approved by The Employment Agency in writing.

2.3 Unless otherwise agreed in writing by The Employment Agency, these Terms prevail over any terms of business or purchase conditions proffered by the Client.

#### 3 CHARGES

3.1 The Client agrees to pay the hourly charges of The Employment Agency 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 hours worked by the Temporary Worker (to the nearest quarter hour). The charges are comprised mainly of the Temporary Worker's remuneration but also include The Employment Agency' commission, employer's National Insurance contributions and any travel, hotel or other expenses as may have been agreed with the Client 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 7 days. Details of interest charges are available on application.

3.3 There are no rebates payable in respect of the charges of The Employment Agency.

#### 4 INFORMATION TO BE PROVIDED

- 4.1 When making an introduction of a Temporary Worker to the Client The Employment Agency 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 authorization required by law or a professional body to work in the Assignment; whether the Temporary Worker will be employed by The Employment Agency under a contract of service or apprenticeship or a contract for services; and that the Temporary Worker is willing to work in the Assignment.
- 4.2 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 and any public or Bank Holiday) following, save where the Temporary Worker is being introduced for an Assignment in the same position as one in which the Temporary Worker 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.

#### 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 approve The Employment Agency' time sheet via the timesheet portal or email the employment agency verifying the number of hours worked by the Temporary Worker during that week.
- 5.2 Approval of the time sheet by the Client is confirmation of the number of hours worked. If the Client is unable to approve a time sheet produced for authentication by the Temporary Worker because the Client disputes the hours claimed, the Client shall inform The Employment Agency as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with The Employment Agency to enable The Employment Agency to establish what hours, if any, were worked by the Temporary Worker. Failure to approve the time sheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.
- 5.3 The Client shall not be entitled to decline to approve a timesheet on the basis that he is dissatisfied with the work of the Temporary Worker. In cases of unsuitable work, the Client should apply the provisions of clause 9.1 below.

#### 6 REMUNERATION

- 6.1 The Employment Agency 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.

#### 7 TRANSFER AND INTRODUCTION FEES

- 7.1 Transfer Fees where a worker has been supplied

- 7.1.1 In the event of the Engagement by the Client of a Temporary Worker supplied by The Employment Agency 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 also be considered to be the 'first Assignment' for these purposes); or
- 8 weeks from the day after the last day the Temporary Worker worked on the Assignment the Client shall be liable, subject to electing by giving 7 days' prior notice, to either:
  - a) **An extended period of hire** of the Temporary Worker being 26 weeks during which the Client shall pay the current hourly charge agreed pursuant to clause 3.1 for each hour the Temporary Worker is so employed or supplied; or
  - b) **A Transfer Fee** calculated on the full time annual equivalent remuneration as follows:
    - 20% + VAT of the annual (FTE) remuneration up to and including salaries of £34,999; or
    - 25% + VAT of salaries between £35,000 to £69,999; or
    - 30% + VAT of salaries £70,000 & above;

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 200. 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. However, where the client does not give such notice before the Temporary Worker is engaged the parties agree that the Transfer Fee shall be due.

- 7.2 Introduction Fees where a worker is introduced but not supplied

- 7.2.1 In the event that there is an Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by The Employment Agency to the Client, but which leads to an Engagement of the Temporary Worker 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 7 days' notice, to either:

- a) **A period of hire** of the Temporary Worker being 26 weeks during which the client shall pay the hourly charges agreed pursuant to clause 3.1 above for each hour the Temporary Worker is so employed or supplied; or

b) **An Introduction Fee** calculated on the full time annual equivalent remuneration as follows:

- 20% + VAT of the annual (FTE) remuneration up to and including salaries of £34,999; or
- 25% + VAT of salaries between £35,000 to £69,999; or
- 30% + VAT of salaries £70,000 & above;

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 200. 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. However, where the client does not give such notice before the Temporary Worker is engaged the parties agree that the Transfer Fee shall be due.

7.3 Inability to supply during the period of hire

7.3.1 If the Client elects for a period of hire, as set out in clauses 7.1.1 (a) or 7.2.1 (a), but before the end of such period Engages the Temporary Worker supplied by The Employment Agency either directly or pursuant to being supplied by another employment business or the Temporary Worker chooses not to be supplied for the 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 any period of hire already undertaken by the Temporary Worker and paid for by the Client.

7.3.2 Where period(s) of absence due to illness or injury prevent the Temporary Worker from being employed or supplied for 4 or more days, which shall be qualifying days for the purposes of Statutory Sick Pay (SSP), during the period of hire as set out above, the period of hire shall be extended by a period equivalent to the total period of absence. Where The Employment Agency pays the Temporary Worker SSP during the period of hire an equivalent amount shall be charged to and be payable by the Client in addition to the charges agreed pursuant to clause 3.1.

7.4 Transfer Fees where there has been an Introduction to and Engagement by a Third Party

7.4.1 In the event that a Temporary Worker supplied to a Client is **introduced by the Client to a third party** which results in the Engagement of the Temporary Worker 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 worked on the Assignment The Client shall be liable to pay a Transfer Fee calculated in accordance with clause 7.1.1 (b)

7.5 Introduction Fees where there has been an Introduction but no Supply resulting in an Engagement by a Third Party

7.5.1 In the event that there is an Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by The Employment Agency to the Client, **but the Temporary Worker is introduced by the Client to a third party** which results in the Engagement of the Temporary Worker by the third party within 6 months from the date of Introduction the Client shall be liable, to **an Introduction Fee** calculated in accordance with clause 7.2.1 (b)

## 8 LIABILITY

8.1 Whilst every effort is made by The Employment Agency 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 Clients booking details, The Employment Agency 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. For the avoidance of doubt, The Employment Agency does not exclude liability for death or personal injury arising from its own negligence.

8.2 Temporary Workers are engaged by The Employment Agency under contracts for services. They are not the employees of The Employment Agency 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, 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. The Client shall also advise the Employment Business of any special health and safety matters about which The Employment Agency is required to inform the Temporary Worker. The Client will assist The Employment Agency in complying with The Employment Agency's duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by The Employment Agency and the client will not do anything to cause The Employment Agency 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 Agency of this requirement before the commencement of that week.

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

8.4 The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Temporary Worker to fill the Assignment.

**9 TERMINATION**

- 9.1 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 Agency to remove the Temporary Worker. The Employment Agency 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 of 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 Agency within 48 hours of the termination of the Assignment.
- 9.2 Any of the Client, The Employment Agency or the Temporary Worker may terminate an assignment at any time without prior notice and without liability.
- 9.3 The Client shall notify The Employment Agency 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.
- 9.4 The Employment Agency 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 be entitled to terminate the Assignment forthwith by notice in writing without prior notice and without liability.

**10 LAW**

- 10.1 These terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.

Signed for and on behalf of the Client.....

PRINT NAME.....

Company Name.....

Date.....

OR

**ACCEPTED VIA EMAIL**