

# Terms & Conditions of Business

## For the Introduction of Contract/Temporary Staff



### 1. DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

**"Agency Regulations"** means the conduct of Employment Agencies and Employment Businesses Regulations 2003

**"Assignment"** means the period during which the Contractor is supplied to render services to the Client.

**"Client"** means the person, firm or corporate body together with any subsidiary company (as defined in the Companies Act 1985) or associated company (as defined in the Income and Corporation Taxes Act 1988 to whom the Applicant is supplied;

**"The Employment Business"** means People First Group Ltd of Sceptre House, 1 Hornbeam Square North, Harrogate, HG3 2QP.

**"Engagement"** means any employment or use of the Contractor on a permanent or temporary basis whether under contract of services or for services; an agency, licence, franchise or partnership agreement; or any other engagement.

**"Contractor"** means the individual whose services are supplied by the Employment business to the Client

**"Introduction"** means (i) the client's interview of a Contractor in person or by telephone, following the Client's instruction to the Employment Business to search for a contractor; or (ii) the passing to the Client of a curriculum vitae or other information which identifies the Contractor

**"Introduction Fee"** means the fee payable in accordance with clauses 6 and 8 below and regulation 10 of the Employment Agencies and Employment Business Regulations 2003

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

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

1.4 For the avoidance of doubt, when providing services pursuant to these terms and conditions the Employment Business is acting as an employment business pursuant to the Employment Agencies Act 1973.

1.5 These Terms shall apply to the supply of both PAYE and limited company contractors save that in the case of limited company contractors who have contracted-out of the Agency Regulations, clause 6 shall be substituted for clause 6A

### 2. THE CONTRACT

2.1 These Terms from the Employment Business constitute the contract between the Employment Business and the Client for the supply of the Contractor's services by the Employment Business to the Client and are deemed to be accepted by the Client by virtue of its instruction to the Agency, request for, interview with, or Engagement of the Contractor.

2.2 No variation or alteration of these Terms of Business shall be valid unless approved in writing 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.

2.3 These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of the Employment Business, these Terms of Business shall prevail over any other terms of business or purchase conditions put forward by the Client. Where any clause or provision of these Terms of Business conflicts with any clause or provision of any subsequent contract or agreement between the Employment Business and the Client, these Terms of Business shall prevail, unless the subsequent contract or agreement specifically provides in writing that its terms shall prevail over these Terms of Business.

2.4 When requesting the Employment Business to provide details of Contractors for an Assignment, the Client shall provide details of; the identity of the Client, dates and likely duration of the Assignment, the services to be provided (including the location and the hours to be worked, the potential health and safety risks together with steps taken to prevent or control such risks), the training, qualifications or authorisations considered necessary, any expenses payable, the rate payable and the length of notice required

2.5 The Client agrees to the Employment Business advertising each vacancy which the Client issues to the Employment Business unless the Client specifies otherwise in writing

2.6 The Client agrees that upon the Employment Business providing details of a potential applicant, the Employment Business will be given priority over any duplicated applications by or on behalf of the same potential applicant. Should the Client receive a duplicated application, the Client shall not engage that potential applicant outside this agreement without the written permission of the Employment Business

### 3 CHARGES

3.1 The Client agrees to pay the hourly charge of the Employment Business 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 Contractor (to the nearest quarter hour). The charges are comprised mainly of the Contractor's remuneration but also include The Employment Business commission, Employer's National Insurance Contributions, holiday pay (where applicable) and any travel, hotel or other expenses that 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. The charges are to be paid without deductions (other than deductions which the Client is required by law to make)

3.2 The charges are invoiced to the Client on a weekly basis and are payable within 14 days from the date of the invoice.

The Employment Business reserves the right:

i) To charge interest on any overdue amounts at the rate of 4% per annum above the base rate from time to time of Natwest Bank PLC from the due date until the date of payment, and the client will accept this charge for payment upon receipt of invoice.

ii) Where the Client has failed to make payment of an invoice on time, to claim immediate payment of all invoices rendered including those within the 14 day period.

### 4 TIME SHEETS

4.1 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 sign the Employment Business' time sheet verifying the number of hours worked by the Contractor during that week. The Client shall not be entitled to decline to sign a timesheet on the basis that it is dissatisfied with the work performed by the contractor. However, if the Client is unable to sign a timesheet produced for authentication by the Contractor because the Client disputes the hours claimed, the Client shall inform the Employment Business as soon as is reasonably practicable and shall cooperate fully and in a timely fashion with the Employment Business to establish what hours, if any, were worked by the contractor.

4.2 Failure to sign the Employment Business timesheet in accordance with clause 4.1 does not absolve the Client from its obligation to pay the hourly charge of the Employment Business in accordance with clause 3

### 5 REMUNERATION

5.1 The Employment Business assumes responsibility for payment of the Contractor's remuneration and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Contractor.

### 6 INTRODUCTION FEES

6.1 The direct Engagement by a Client of a Contractor introduced by the Employment Business, or the introduction by the Client of a Contractor to any third party resulting in an Engagement (or, where applicable, if the Contractor has become incorporated under a limited company, the Engagement of that limited company) renders the Client subject to the payment of an introduction fee calculated in accordance with the accompanying scale of fees for permanent introductions ("the Introduction Fee") provided that the Engagement takes place within the Relevant Period. No refunds will be made payable for such placements as the ability of the worker is deemed proven.

- 6.2 For the purposes of this clause 6 the relevant period shall mean if there was no Assignment, within 12 months of the introduction of the Contractor by the Employment Business or if there was an Assignment the Relevant Period shall be the later of;
- 6.2.1 8 weeks commencing on the day that the Contractor last performed services for the Client pursuant to the Assignment; and
- 6.2.2 14 weeks commencing on the first day that the Contractor first provided services to the Client pursuant to an Assignment with the Client (provided that if there is a period of more than 42 days between Assignments this period shall commence on the first day of the Assignment following such period between Assignments).
- 6.3 In the case of the direct Engagement by the Client the Client can, instead of paying the Introduction Fee, elect to extend the period of hire by the Extended Period after which time the Contractor shall be able to be engaged directly by the Client, or through another agency, without payment of the Introduction Fee
- 6.4 Where the Client elects to extend the period of hire in accordance with clause 6.3 above, the Client must give the Employment Business 7 days' prior notice in writing of its intention to do so. Where the Client fails to give such notice and directly engages the Contractor, the Transfer Fee will automatically become payable in accordance with clause 6.1
- 6.5 For the purpose of this clause 6 the Extended Period shall mean 26 weeks or such other period as is specified in the referred to in clause 2.1
- 6.5.1 Where the Client fails to inform the Employment Business of the annual remuneration of the Contractor, the Introduction Fee will be calculated by multiplying the hourly charge of the Employment Business for the Contractor's services by 300. 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.
- 6A. (FOR LIMITED COMPANY CONTRACTORS WHO HAVE CONTRATED OUT OF THE AGENCY REGULATIONS)
- 6A.1 The direct Engagement by a Client of a Contractor introduced by the Employment Business, or the introduction by the Client of a Contractor to any third party resulting in an Engagement renders the Client subject to the payment of an introduction fee calculated in accordance with the accompanying scale of fees for permanent introductions ("the Introduction Fee") provided that the Engagement takes place within a period of 6 months from the termination of the Assignment under which the Contractor was last supplied or if there was no Assignment within 6 months of the introduction of the Contractor by the Employment Business. No refunds will be made payable for such placements as the ability of the workers is deemed proven.
- 6A.2 Where the Client fails to inform the Employment Business of the annual remuneration of the Contractor, the Introduction Fee will be calculated by multiplying the hourly charge of the Employment Business for the Contractor's services by 300. 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 LIABILITY**
- 7.1 Whilst every effort is made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Contractors and further to provided 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 Contractor for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Contractor. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.
- 7.2 Contractors are engaged by the Employment Business under contracts for services. They are not the employees of the Employment Business 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 Contractor, whether wilful, neglect 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, Health and Safety At Work Act etc, 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 5 above), including in particular the provision of adequate employer's and Public Liability Insurance cover for the Contractor during all Assignments.
- 7.3 The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the contractor, and shall carry out all health and safety risk assessments relevant to the Assignment. The Client will assist the Employment Business in complying with the Employment Business' duties under the Working Time Regulations by supplying any 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 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.
- 7.4 The Client shall indemnify and keep indemnified the Employment Business against and costs, claims or liabilities incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with clause 7.2 and 7.3 and/or as a result of any breach of these Terms by the Client.
- 7.5 The Client warrants that it shall not request the Employment Business to supply any contractor to perform duties normally undertaken by staff who are participating in an official strike or other industrial action or duties normally undertaken by someone who has been transferred by the Client to perform the duties of the person participating in an official strike or other industrial action.
- 7.6 The Client warrants that it knows of no reason why it would be detrimental to the interests of the Contractor or Client for any Contractor to undertake any Assignment and that it will notify the Agency immediately if it becomes aware of any such reason.
- 7.7 The Employment Business shall not be liable under any circumstances for 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 Employment Business 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 Employment Business 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
- 7.8 Where a Contractor is seconded outside the United Kingdom without the prior express written agreement of People First Group Ltd, the Client will become liable for all or any form of Taxation ( to include without limitation costs, interest and penalties) directly or indirectly referable to the secondment, imposed by any body or person, statutory or local governmental authority, in which the secondment is treated as having taken place.
- 8 TERMINATION**
- 8.1 The Client undertakes to supervise the Contractor sufficiently to ensure the Client's satisfaction with the Contractor's standards of workmanship. If the Client reasonably considers that the services of the Contractor are unsatisfactory, the Client may terminate the Assignment either by instructing the Contractor to leave the Assignment immediately or by directing the Employment Business to remove the Contractor (in each case, either immediately or, where a notice period has been agreed, by giving notice to the Contractor).The Employment Business may in such circumstances reduce or cancel the charges for the time worked by that Contractor, provided that the Assignment terminates within four hours of the Contractor commencing the Assignment and also provided that notification of the unsuitability of the Contractor is confirmed in writing to the Employment Business with 48 hours of the termination of the Assignment.
- 8.2 Subject to any notice period which may be agreed in respect of a specific Assignment any of the Client, the Employment Business or the Contractor may terminate an Assignment at any time without prior notice and without liability.
- 8.3 The Client shall notify the Employment Business immediately and without delay and in any event within 24 hours if the Contractor fails to attend work or notifies the Client that he is unable to work for any reason.
- 8.4 The Employment Business shall notify the Client if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Contractor supplied to the Client is unsuitable for the assignment and shall be entitled to terminate the Assignment without prior notice and without liability.
- 9 LAW**
- 9.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts England & Wales.