

## Client Terms of Business

### 1. DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

**Assignment** | means the period during which the Operative 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 Operative is supplied or introduced;

**The Employment Business** | means Tradeline Recruitment Ltd, Bedford Heights, Manton Lane, Bedford MK41 7PH.

**Engages/Engaged/Engagement** | means the engagement or use of the Operative, directly by the Client or any third party or via any Employment Business whether under a contract of service or for services; or any other engagement.

**Operative** | means the individual who is introduced by the Employment Business to render services to the Client.

**Transfer Fee** | means the fee payable in accordance with clause 8.1 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 8.2 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

**Introduction** | means the Client's contact with an Operative, following the Client's instruction to the Employment Business to search for Operatives to provide their services under the Assignment, which leads to an Engagement of the Operative.

**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 Operative for services rendered to or on behalf of the Client or any third party. Where a company car is provided, a notional amount of £2000 will be added to the salary in order to calculate the Employment Business' fee.

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

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 constitute the contract between the Employment Business and the Client for the supply of the Operatives 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 Operative or the passing of any information about the Operative to any third party following an Introduction.

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

2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Client and are set out in writing 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

3.1 The Client agrees to pay such hourly charges\* of the Employment Business as shall be notified to and agreed with the Client. The hourly charges are calculated according to the number of hours worked by the Operative (to the nearest quarter hour) and comprise mainly the Operative's pay but also include the Employment Business' commission calculated as a percentage of the Operative's pay, employer's National Insurance contributions, statutory holiday pay and other statutory payments 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, if applicable, 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. The Employment Business reserves the right to charge interest on any overdue amounts at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

3.3 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 an Operative to the Client the Employment Business shall inform the Client of the identity of the

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Operative; that the Operative 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 Operative will be engaged by the Employment Business under a contract of service or apprenticeship or a contract for services; and that the Operative 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, Sunday and any public or Bank holiday) following, save where the Operative is being Introduced for an Assignment in the same position as one in which the Operative 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. HIRERS OBLIGATIONS

- 5.1 The Hirer will confirm in written format where it has multiple sites and there is a reasonable expectation that an individual supplied to perform the services may be expected to work at more than one site during the engagement for provision of his services.
- 5.2 To enable the employment business to comply with the requirements of the Taxes Acts in regard to application of the Agency Legislation and the application of tax relief in regard to travel expenses the Hirer will co-operate with any request for information in regard to the right to supervise, direct or control any individual supplied to perform the services. Failure to cooperate will mean that the employment business will rely on evidence supplied by the worker unless evidence is provided to contradict this.

### 6. TIMESHEETS

- 6.1 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) the Client shall sign the Employment Business' time sheet verifying the number of hours worked by the Operative during that week.
- 6.2 Signatures of the time sheet by the Client is confirmation of the number of hours worked. If the Client is unable to sign a time sheet produced for authentication by the Operative 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 Operative. Failure to sign the time sheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.
- 6.3 The Client shall not be entitled to decline to sign a timesheet on the basis that he is dissatisfied with the work performed by the Operative. In cases of unsuitable work the Client should apply the provisions of clause 11.1 below.

### 7. PAYMENT OF THE OPERATIVE

- 7.1 The Employment Business assumes responsibility for paying the Operative and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Operative pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003.

### 8. TRANSFER AND INTRODUCTION FEES

- 8.1 In the event of the Engagement by the Client of an Operative supplied by the Employment Business 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 Operative worked on the Assignment.

The Client shall be liable, subject to electing upon giving 5 day's notice, to either:

- a) An extended period of hire calculated in proportion to the number of weeks the Operative has been supplied to the client prior to the notice date in accordance with the schedule of extended hire periods set out below, during which the Client shall pay the charges agreed pursuant to clause 3.1 above for each hour the Operative is so employed or supplied; or
- b) A Transfer Fee calculated as follows: 17.5% of the Remuneration applicable during the first 12 months of the Engagement, less any rebate applicable calculated in accordance with the schedule of Transfer Fee rebates set out below, or, if the actual amount of the Remuneration is not known, the hourly charges agreed pursuant to clause 3.1 multiplied by 300 less any rebate applicable calculated in accordance with the schedule of Transfer Fee rebates. 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.

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<b>SCHEDULE OF EXTENDED HIRE PERIODS</b>			
Number of weeks the Operative has been supplied to the Client prior to the notice date	0 to 12 weeks	13 weeks to 26 weeks	27 weeks +
Extended Hire Period (in weeks)	39 weeks	26 weeks	13 weeks

<b>SCHEDULE OF TRANSFER FEE REBATES</b>			
Number of weeks the Operative has been supplied to the Client prior to the notice date	0 to 12 weeks	13 weeks to 26 weeks	27 weeks +
Transfer Fee Rebate (as a % of the fee set out in Clause 8.1 (b))	0%	25%	50%

### 8.2 Introduction Fees where a worker is introduced but not supplied

8.2.1 In the event that there is an Introduction of an Operative to the Client which does not result in the supply of that Operative by the Employment Business to the Client, but which leads to an Engagement of the Operative 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 5 days' notice, to either:

- a) A period of hire of the Operative being 26 weeks during which the Client shall pay the hourly charges agreed pursuant to clause 3.1 above for each hour the Operative is so employed or supplied; or
- b) An Introduction Fee calculated as follows: 17.5% 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 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.

There are no rebates or reductions of extended periods in respect of charges arising under clauses 8.2.1 a) and b) above.

### 8.3 Inability to supply during an extended period of hire

8.3.1 If the Client elects for an extended period of hire, as set out above, but before the end of such period Engages the Operative supplied by the Employment Business either directly or pursuant to being supplied by another employment business or the Operative chooses not to be supplied for an extended period of hire, the Transfer or Introduction Fee calculated in accordance with either 8.1(b) or 8.2.1(b) may be charged, reduced by such percentage to reflect the period of extended hire already under taken by the Operative and paid for by the Client.

8.3.2 Where period(s) of absence due to illness or injury prevent the Operative 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 Business pays the Operative 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.

### 8.4 Where there has been an Introduction to and Engagement by a Third Party

In the event that an Operative supplied to a Client is introduced by the Client to a third party which results in the Engagement of the Operative 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 Operative worked on
- the Client shall be liable to pay a Transfer Fee calculated in accordance with clause 8.1(b) above.

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### 8.5 Where there has been an Introduction but no Supply resulting in an Engagement by a Third Party

In the event that there is an Introduction of an Operative to the Client which does not result in the supply of that Operative by the Employment Business to the Client but the Operative is introduced by the Client to a third party which results in the Engagement of the Operative 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 8.2.1 (b) above.

## 9. LIABILITY

- 9.1 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 Operatives 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 Operative for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Operative. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.
- 9.2 Operatives whose services are supplied by the Employment Business are engaged under contracts for services and accordingly the Client agrees to be responsible for all acts, errors or omissions of the Operative, whether wilful, negligent or otherwise. The client will comply at all times with any statutes, codes of practice and other legal requirements which may be applicable, including in particular the provision at adequate levels of such insurances as may be required during the Assignments under this agreement.
- 9.3 The Operative will use its own initiative in how the Projects are to be completed and will have flexibility as to the hours worked on location, but will nonetheless assist the Client by making all reasonable attempts to work within an overall agreed deadline and will comply with all reasonable operational requirements relating to working hours and security.
- 9.4 Both parties confirm that the Operative will not be subject to supervision, direction or control, or the right to supervision, direction or control over the manner in which the Services are carried out.
- 9.5 The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Operative and about any requirements imposed by law or by any professional body, which must be satisfied if the Operative 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 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 an Operative for more than 48 hours in any week, the Client must notify the Employment Business of this requirement before the commencement of that week.
- 9.6 The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Operative for the Operative to fill the Assignment.
- 9.7 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 or arising out of any non-compliance with clauses 8.2 and 8.3 and/or as a result of any breach of these Terms by the Client.

## 10. SPECIAL SITUATIONS

- 10.1 Where the Operative is required by law, or any professional body to have any 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 to the Client: (1). Copies of any relevant qualifications or authorisations of the Operative, and (2). Two references from persons not related to the Operative 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 Operative 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.

## 11. TERMINATION

- 11.1 The Client is responsible for ensuring they are satisfied with the Operative's standards of workmanship. If the Client reasonably considers that the services of the Operative are unsatisfactory, the Client may terminate the Assignment either by instructing the Operative to leave the Assignment immediately, or by directing the Employment Business to remove the Operative. The Employment Business may, in such circumstances, reduce or cancel the charges for the time worked by that Operative, provided that the Assignment terminates: -

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- a) Within four hours of the Operative commencing the Assignment where the booking is for more than seven hours; or
- b) Within two hours for bookings of seven hours or less;

And also provided that notification of unsuitability of the Operative is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.

11.2 Any of the Client, the Employment Business or the Operative may terminate an Assignment at any time without prior notice and without liability.

11.3 The Client shall notify the Employment Business immediately and without delay and in any event within 24 hours if the Operative fails to attend work or notifies the Client that the Operative is unable to attend work for any reason.

11.4 The Employment Business shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that an Operative supplied to the Client is unsuitable for the Assignment and shall terminate the Assignment under the provisions of clause 11.2.

**12. LAW**

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

**Signed for and on behalf of the Client:** \_\_\_\_\_

**Company name** .....

**Print name** .....

**Signature** ..... **Dated** ..... / ..... / .....

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