

Terms and Conditions of Business for the Introduction of Staff Employed Directly by Clients

1. Definitions

- 1.1 In these Terms and Conditions the following definitions shall 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 whom the Applicant is introduced;

Scale of Fees for the Introduction of Permanent or Contract Staff		Refund Guarantee – Scale of Rebates	
Total remuneration	Fees payable	For engagements terminating during or at the end of	Refund of fee paid
Up to £9,999	15%	Weeks 1 and 2	90%
£10,000 to £14,999	16%	Weeks 3 to 5	50%
£15,000 to £19,999	17%	Weeks 6 to 8	30%
£20,000 and upwards	20%	Weeks 9 to 10	20%
		Weeks 11 to 20	10%
All fees are payable within fourteen days of the date of invoicing		After 20 weeks	Nil

The Refund Guarantee is available on the following basis **only in the case of fees which have been paid within fourteen days of the date of invoicing** and in respect of **cancellations notified in writing within seven days of termination of the engagement.**

- “Agency” means Step Ahead Social Enterprise Community Interest Company trading as Step Ahead;
- “Engagement” means the engagement, employment or use of the Applicant by the Client or any third party on a permanent or temporary basis, whether under a contract of services 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;
- “Introduction” means (i) the Client’s interview of an Applicant in person or by telephone, following the Client’s instruction to the Company to search for an Applicant; or (ii) the passing to the Client of a curriculum vitae or other information which identifies the Applicant; and which leads to an Engagement of the Applicant by the Client;
- “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 a company car is provided by the Client, a notional amount of £2,500 will be added to the salary in order to calculate the Company’s fee.

- 1.2 Unless the context requires otherwise, 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 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 contain the entire agreement between the Agency and the Client and unless otherwise agreed in writing by the Agency, these Terms of Business prevail over any other terms of business or purchase conditions.
- 2.3 No variation or alteration of 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 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 of any offer of Engagement which it makes to the Applicant;
 - b) to notify the Agency immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Company; and
 - c) to pay the Agency’s fee within 14 days of the date of invoice.
- 3.2 The Agency reserves the right to charge interest on invoiced amounts unpaid for more than 14 days at the rate of 8% above the base rate from time to time of Bank of England from the due date until the date that payment is received by the Agency.
- 3.3 The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is calculated in accordance with the above fee structure on the Remuneration applicable during the first 12 months of the Engagement. If the Engagement is for a period of less than 12 months, the fee is calculated on the Remuneration which would be payable over a 12 month period if the Engagement were to continue. VAT will be charged on the fee if applicable. Where the Client engages one of the Agency’s own members of staff, the fee payable to the Agency by the Client will be quadrupled.

4. Refund Guarantees

- 4.1 In order to qualify for the following guarantees, 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 20 weeks from the commencement of the Engagement (except where the Applicant is made redundant) the fee will be rebated in accordance with the above Scale of Rebates.

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- 4.3 Should the Client or any subsidiary or associated company of the Client subsequently re-engage the Applicant within the period of 6 calendar months from the date of termination of the Engagement or withdrawal of the offer a full fee calculated in accordance with clause 3.3 above becomes payable with no entitlement to a refund.
- 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 2% of the annual Remuneration
- 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 3.3 with no entitlement to a refund.
- 6.2 An introduction fee calculated in accordance with clause 3.3 will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through the Agency, whether direct or indirect, within 6 months from the date of the Agency's introduction.
- 6.3 Where the amount of the actual Remuneration is not known the Agency will charge a fee calculated in accordance with clause 3.3 on the minimum level of remuneration applicable for the position in which the Applicant has been engaged with regard to any information supplied to the Agency by the Client and/or comparable positions in the market generally for such positions.
- 6.4 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 service, the Client shall be liable to pay an introduction fee to the Agency in accordance with clause 3.3.
- 7. Suitability and References**
- 7.1 The Agency endeavours to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation 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.
- 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 ensure that the Client and Applicant are aware of any requirements 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 endeavours to take all such steps as are reasonably practicable to ensure 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 shall take up any references provided by the Applicant and/or the Agency before engaging such Applicant. The Client shall be responsible for obtaining work and other permits if required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements or qualifications 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 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; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition the Client shall provide details of 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 and the length of notice that the Applicant would be entitled to give and receive to terminate the employment with the Client.
- 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. Law**
- 10.1 These terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.



Terms and Conditions of Business for the Introduction of Flexible Employees

1. Definitions

1.1 In these Terms of Business the following definitions apply:

“**Agency Workers Regulations**” means the Agency Workers Regulations 2010;

“**Assignment**” means the period during which the Flexible Employee is engaged to render services to the Client;

“**Assignment Confirmation**” means written confirmation of the assignment details agreed with the Client prior to commencement of the Assignment;

“**AWR Claim**” means any complaint or claim to a tribunal or court made by or on behalf of the Flexible Employee against the Client and/or the Employment Business for any breach of the Agency Workers Regulations;

“**Calendar Week**” means any period of seven days starting with the same day as the first day of the First Assignment;

“**Charges**” means the hourly charges of the Employment Business calculated in accordance with clause 5.1 and as may be varied from time to time in accordance with these Terms;

“**Client**” means the person, firm or corporate body together with any subsidiary or associated company to whom the Flexible Employee is supplied;

“**Client’s Group**” means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Client, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Client, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006;

“**Comparable Employee**” means as defined in Regulation 5 of the Agency Workers Regulations being an employee of the Client who: (a) works for and under the supervision of the Client and is engaged in the same or broadly similar work as the Flexible Employee having regard, where relevant, to whether the employee and the Flexible Employee have a similar level of qualification and skill; and (b) works or is based at the same establishment as the Flexible Employee or, where there is no comparable employee working or based at that establishment who satisfies the requirements of (a) above, works or is based at a different establishment and satisfies those requirements.

“**Conduct Regulations**” means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;

“**Employment Business**” means Step Ahead Social Enterprise Community Interest Company trading as Step Ahead;

“**Engages/Engaged/Engagement**” means the engagement, employment or use of the Flexible Employee directly by the Client or any third party or through any other employment business 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; directly or through a limited company of which the Flexible Employee is an officer or employee

“**First Assignment**” means:

- (a) the relevant Assignment; or
- (b) if, prior to the relevant Assignment:
 - (i) the Flexible Employee has worked in any assignment in the same role with the relevant Client as the role in which the Flexible Employee works in the relevant Assignment; and
 - (ii) the relevant Qualifying Period commenced in any such assignment, that assignment (an assignment being (for the purpose of this defined term) a period of time during which the Flexible Employee is supplied by one or more Temporary Work Agencies to the relevant Client to work temporarily for and under the supervision and direction of the relevant Client);

“**Flexible Employee**” means the individual who is introduced by the Employment Business to provide services to the Client;

“**Introduction**” means the Client’s interview of a Flexible Employee in person or by telephone, following the Client’s instruction to the Employment Business to search for a Flexible Employee; or the passing to the Client of a curriculum vitae; or a verbal description of a Flexible Employee by the Employment Business to the Client; or other information which identifies the Flexible Employee and which leads to an Engagement of that Flexible Employee by the Client.

“**Period of Extended Hire**” means any additional period that the Client wishes the Flexible Employee to be supplied for beyond the duration of the original Assignment or series of Assignments as an alternative to paying a Transfer Fee;

“**Qualifying Period**” means 12 continuous Calendar Weeks during the whole or part of which the Flexible Employee is supplied by one or more Temporary Work Agencies to the relevant Client to work temporarily for and under the supervision and direction of the relevant Client in the same role, and as further defined in regulation 7 of the Agency Workers Regulations;

“**Relevant Period**” means (a) the period of 8 weeks commencing on the day after the last day on which the Flexible Employee worked for the Client having been supplied by the Employment Business; or (b) the period of 14 weeks commencing on the first day on which the Flexible Employee worked for the Client having been supplied by the Employment Business or 14 weeks from the first day of the most recent Assignment where there has been a break of more than 6 weeks (42 days) since any previous assignment;

“**Relevant Terms and Conditions**” means terms and conditions relating to pay; the duration of working time; night work; rest periods; rest breaks; and annual leave that are ordinarily included in the contracts of employees or workers (as appropriate) of the Client whether by collective agreement or otherwise and including (for the avoidance of doubt and without limitation) such terms and conditions that have become contractual by virtue of custom and practice, including copies of all relevant documentation;

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“**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 Flexible Employee for services rendered to or on behalf of the Client or any third party. Where a company car is provided, a notional amount of £2,500 will be added to the salary in order to calculate the Employment Business’ fee;

“**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;

“**Working Time Regulations**” means the Working Time Regulations 1998.

- 1.2 Unless the context requires otherwise, references to the singular include the plural and references to the masculine include the feminine and vice versa.
1.3 The headings 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 Flexible Employee’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 Flexible Employee or the passing of any information about the Flexible Employee 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 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. Client Obligations

- 3.1 To enable the Employment Business to comply with its obligations under the Conduct Regulations the Client undertakes to provide to the Employment Business details of the position which the Client seeks to fill, including the following:
- 3.1.1. the type of work that the Flexible Employee would be required to do;
 - 3.1.2. the location and hours of work;
 - 3.1.3. the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Flexible Employee to possess in order to work in the position;
 - 3.1.4. any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
 - 3.1.5. the date the Client requires the Flexible Employee to commence the Assignment;
 - 3.1.6. the duration or likely duration of the Assignment.
- 3.2. 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. If the Client requires the services of an Flexible Employee for more than 48 hours in any week during the course of an Assignment, the Client must notify the Employment Business of this requirement before the commencement of the Assignment or at the very latest, where this is not reasonably practicable, before the commencement of the week in which the Client requires the Flexible Employee to work in excess of 48 hours.
- 3.3. The Client will comply with its obligations under Regulation 12 (Rights of agency workers in relation to access to collective facilities and amenities) and 13 (Rights of agency workers in relation to access to employment) of the Agency Workers Regulations.
- 3.4. To enable the Employment Business to comply with its obligations under the Agency Workers Regulations, the Client undertakes as soon as possible prior to the commencement of each Assignment and during each Assignment (as appropriate) and at any time at the Employment Business’ request:
- 3.4.1. to inform the Employment Business of any Calendar Weeks since 1 October 2011 in which the relevant Flexible Employee has worked in the same or a similar role with the Client via any third party prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment which count or may count towards the Qualifying Period;
 - 3.4.2. if, since 1 October 2011, the Flexible Employee has worked in the same or a similar role with the Client via any third party prior to the date of commencement of the relevant Assignment and/or works in the same or a similar role with the Client via any third party during the relevant Assignment, to provide the Employment Business with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by the Employment Business;
 - 3.4.3. to inform the Employment Business if, since 1 October 2011, the Flexible Employee has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:
 - 3.4.3.1. completed two or more assignments with the Client;
 - 3.4.3.2. completed at least one assignment with the Client and one or more earlier assignments with any member of the Client’s Group; and/or
 - 3.4.3.3. worked in more than two roles during an assignment with the Client and on at least two occasions worked in a role that was not the same role as the previous role;
 - 3.4.4. save where the Flexible Employee will not complete the Qualifying Period during the term of the Assignment, to:
 - 3.4.4.1. provide the Employment Business with written details of the basic working and employment conditions the Flexible Employee would be entitled to for doing the same job if the Flexible Employee had been recruited directly by the Client as an employee or worker at the time the Qualifying Period commenced or with those of a Comparable Employee, such basic working and employment conditions being the Relevant Terms and Conditions;

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- 3.4.4.2. inform the Employment Business in writing whether the Relevant Terms and Conditions provided are those of a hypothetical directly recruited employee or worker or those of a Comparable Employee;
- 3.4.4.3. if the Relevant Terms and Conditions provided are those of a Comparable Employee, provide the Employment Business with a written explanation of the basis on which the Client considers that the relevant individual is a Comparable Employee; and
- 3.4.4.4. inform the Employment Business in writing of any variations in the Relevant Terms and Conditions made at any time during the relevant Assignment after the Qualifying Period commenced; and
- 3.4.5. save where the Flexible Employee will not complete the Qualifying Period during the term of the Assignment, to provide the Employment Business with written details of its pay and benefits structures and appraisal processes and any variations of the same.
- 3.5. In addition, for the purpose of awarding any bonus to which the Flexible Employee may be entitled under the Agency Workers Regulations, the Client will:
 - 3.5.1. integrate the Flexible Employee into its relevant performance appraisal system;
 - 3.5.2. assess the Flexible Employee's performance;
 - 3.5.3. provide the Employment Business with copies of all documentation relating to any appraisal of the Flexible Employee, including without limitation written details of the outcome of any appraisal and the amount of any bonus awarded; and
 - 3.5.4. provide the Employment Business with all other assistance the Employment Business may request in connection with the assessment of the Flexible Employee's performance for the purpose of awarding any bonus.
- 3.6. The Client will comply with all the Employment Business' requests for information and any other requirements to enable the Employment Business to comply with the Agency Workers Regulations.
- 3.7. The Client warrants that:
 - 3.7.1. all information and documentation supplied to the Employment Business in accordance with clauses 3.4, 3.5 and 3.6 is complete, accurate and up-to-date; and
 - 3.7.2. it will, during the term of the relevant Assignment, immediately inform the Employment Business in writing of any subsequent change in any information or documentation provided in accordance with clauses 3.4, 3.5 and 3.6;
- 3.8. Without prejudice to clauses 14.7 and 14.8, the Client shall inform the Employment Business in writing of any:
 - 3.8.1. oral or written complaint the Flexible Employee makes to the Client which is or may be a complaint connected with rights under the Agency Workers Regulations; and
 - 3.8.2. written request for information relating to the Relevant Terms and Conditions that the Client receives from the Flexible Employee

as soon as possible but no later than 7 calendar days from the day on which any such oral complaint is made to or written complaint or request is received by the Client and the Client will take such action and give such information and assistance as the Employment Business may request, and within any timeframe requested by the Employment Business, in order to resolve any such complaint or to provide any such information in a written statement to the Flexible Employee within 28 days of the Client's receipt of such a request in accordance with Regulation 16 of the Agency Workers Regulations and the Client will provide the Employment Business with a copy of any such written statement.
- 3.9. The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Flexible Employee for the Flexible Employee to fill the Assignment.

4. Information To Be Provided

- 4.1. When making an Introduction of a Flexible Employee to the Client the Employment Business shall inform the Client of the identity of the Flexible Employee; that the Flexible Employee 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 Flexible Employee will be employed by the Employment Business under a contract of service, apprenticeship or a contract of employment for flexible employees; and that the Flexible Employee 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 Flexible Employee is being Introduced for an Assignment in the same position as one in which the Flexible Employee 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. Charges

- 5.1 The Client agrees to pay the hourly charges of the Employment Business as notified at the commencement of the Assignment and as agreed with the client. The hourly charges are calculated according to the number of hours worked by the Flexible Employee (to the nearest quarter hour) and are comprised mainly of the Flexible Employee's remuneration but also include the Employment Business' commission calculated as a percentage of the Flexible Employee's pay, Employers' National Insurance Contributions, any sums in respect of holiday pay or any other statutory entitlement of the Flexible Employee and any travel, hotel or other expenses as may be 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.
- 5.2 The charges are invoiced to the Client on a weekly basis and are payable within 14 days of the invoice date. The Employment Business reserves the right to charge interest in any overdue amounts at the rate of 8% per annum above the base rate from time to time of National Westminster Bank from the due date until the date of payment.

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- 5.3 Where the Assignment is for a period of less than 4 hours, the Client agrees to pay a minimum fee to the Employment Business as though the Flexible Employee had completed 4 hours' work.
- 5.4 There are no rebates payable in respect of the charges of the Employment Business.

6. Time Sheets

- 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 or is completed before the end of a week) the Client shall electronically authorise the Employment Business' online time sheet verifying the number of hours worked by the Flexible Employee during that week.
- 6.2 Electronic authorisation of the online time sheet by the Client is confirmation of the number of hours worked by the Flexible Employee and confirmation that the Client will pay in full the invoice raised by the Employment Business to the Client for those hours at the charge rate agreed.
- 6.3 If the Client is unable to electronically authorise a time sheet produced for authentication by the Flexible Employee 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 Flexible Employee. Failure to electronically authorise the time sheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.
- 6.4 The Client shall not be entitled to decline to electronically authorise a timesheet on the basis that he is dissatisfied with the work performed by the Flexible Employee. In cases of unsuitable work the Client should apply the provisions of clause 10.1 below.

7. Payment of the Flexible Employee

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

8. Introduction Fees

- 8.1 In the event of the Engagement by the Client of a Flexible Employee supplied by the Employment Business for an Assignment either (1) directly or (2) pursuant to being supplied by another employment business, within either

- The duration of the Assignment;
 - 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 Flexible Employee worked on the Assignment

The Client shall be liable, to either:

- a) Subject to electing upon giving 14 days notice, an extended period of hire of the Flexible Employee being 26 weeks during which the Client shall pay the current hourly charge agreed pursuant to clause 3.1 for each hour the Flexible Employee is so employed or supplied; or
- b) A Transfer Fee calculated as in accordance with the Scale of Fees for the Introduction of Permanent or Contract Staff 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 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 Flexible Employee is engaged the parties agree that the Transfer Fee shall be due.

- 8.2 In the event that there is an Introduction of a Flexible Employee to the Client which does not result in the supply of that Flexible Employee by the Employment Business to the Client, but which leads to an Engagement of the Flexible Employee 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, to either:

- a) Subject to electing upon giving 14 days notice, **a period of hire** of the Flexible Employee being 26 weeks during which the Client shall pay the hourly charges agreed pursuant to clause 5.1 above for each hour the Flexible Employee is so employed or supplied; **or**
- b) **An Introduction Fee** calculated as follows: A Transfer Fee calculated as in accordance with the Scale of Fees for the Introduction of Permanent or Contract Staff or, if the actual amount of the Remuneration is not known, the hourly charges agreed pursuant to clause 5.1 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.

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

- 8.3 In the event that the Engagement of the Flexible Employee is for a fixed term of less than 12 months, the fee in clause 8.1(b) or 8.2(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 Flexible Employee 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.

- 8.4 If the Client elects for an extended period of hire, as set out above, but before the end of such period Engages the Flexible Employee supplied by the Employment Business either directly or pursuant to being supplied by another employment business or the Flexible Employee chooses not to be supplied for an extended period of hire, the Introduction Fee calculated in accordance with either 8.1(b) or 8.2(b) may be charged, reduced by such percentage to reflect the period of extended hire already undertaken by the Flexible Employee and paid for by the Client.

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8.5 In the event that a Flexible Employee supplied to a Client is **introduced by the Client to a third party** which results in the Engagement of the Flexible Employee by the third party within either

- The duration of the Assignment;
 - 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 Flexible Employee worked on

the Client shall be liable to pay a Transfer Fee calculated in accordance with the Scale of Fees for the Introduction of Permanent or Contract Staff or, if the actual amount of the Remuneration is not known, the hourly charges agreed pursuant to clause 5.1 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.

8.6 In the event that there is an Introduction of a Flexible Employee to the Client which does not result in the supply of that Flexible Employee by the Employment Business to the Client, but the Flexible Employee is introduced by the Client to a third party which results in the Engagement of the Flexible Employee 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 the Scale of Fees for the Introduction of Permanent or Contract Staff or, if the actual amount of the Remuneration is not known, the hourly charges agreed pursuant to clause 5.1 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.

9. Confidentiality and Data Protection

9.1 All information relating to a Flexible Employee is confidential and subject to the Data Protection Laws and is provided solely for the purpose of providing work-finding services to the Client. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times.

9.2 The Employment Business undertakes to keep confidential all Relevant Terms and Conditions that the Client discloses to the Employment Business and not to use such information except for the purposes of compliance with the Agency Workers Regulations (including, for the avoidance of doubt and without limitation, when dealing with any request for information or complaint made by any Flexible Employee or any AWR Claim).

9.3 Information relating to the Employment Business' business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

10. Liability

10.1 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 Flexible Employees 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 Flexible Employee for all or part of the period of booking or from negligence, dishonesty, misconduct or lack of skill of the Flexible Employee. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.

10.2 Flexible Employees supplied by the Employment Business are engaged under contracts for services. They are 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 Flexible Employee, whether wilful, negligent or otherwise as though the Flexible Employee were 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, The Health and Safety at Work Act, bye-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 Flexible Employee during all Assignments.

10.3 The client shall also advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Flexible Employee and about any requirements imposed by law or by any professional body, which must be satisfied if the Flexible Employee is to fill the Assignment. The Client will assist 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 Flexible Employee for more than 48 hours in any week, the Client must notify the Employment Business of this requirement before the commencement of that week.

10.4 The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Flexible Employee for the Flexible Employee to fill the Assignment.

10.5 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 10.2 and 10.3 and/or as a result of any breach of these Terms by the Client.

11. Special Situations

11.1 Where the Flexible Employee 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:

- Copies of any relevant qualifications or authorisations of the Flexible Employee, and
- Two references from persons not related to the Flexible Employee 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 Flexible Employee 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.

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12. Termination

12.1 The Client undertakes to supervise the Flexible Employee sufficiently to ensure the Client's satisfaction with the Flexible Employee's standards of workmanship. If the Client reasonably considers that the services of the Flexible Employee are unsatisfactory, the Client may terminate the Assignment either by instructing the Flexible Employee to leave the Assignment immediately, or by directing the Employment Business to remove the Flexible Employee. The Employment Business may in such circumstances reduce or cancel the charges for the time worked by that Flexible Employee, provided that the Assignment terminates: -

- (a) within four hours of the Flexible Employee 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 providing that notification of the unsuitability of the Flexible Employee is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.

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

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

12.4 The Employment Business shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Flexible Employee supplied to the Client is unsuitable for the Assignment and shall terminate the Assignment under the provisions of clause 12.2.

13. Law

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

I hereby confirm that I have read and understood the Terms and Conditions of Business for the Introduction of Staff Employed Directly by Clients and the Terms and Conditions of Business for the Introduction of Flexible Employees and accept these as the basis of our transaction.

Signed _____ Dated _____

Name _____ Company _____

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