



## Terms and Conditions of Business for the Introduction of Temporary or Contract Staff to The Client by Pure 4 Consulting

### 1.0 DEFINITIONS

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

**The Agency:** means Pure 4 Consulting

**Assignment:** means the period during which the Temporary Worker is supplied to render services to the Client;

**The Client:** means the person; firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to which the Applicant is introduced;

**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 service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the Applicant is an officer or employee.

**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;

**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.

#### **Introduce, Introduces and Introduction:**

means (i) the Client's interview of an Applicant in person or by telephone, following the Client's instruction to the Agency to search for an Applicant; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Applicant; and which leads to an Engagement of that Applicant in any capacity whatsoever; Rebate Period: means the period during which the Agency's Scale of Refund operates in accordance with the attached Appendix to these Terms of Business.

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

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

### 2.0 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 parties and unless otherwise agreed in writing by a Director of the Agency, on the Agency's letterhead these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client.

**2.3** No Variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Agency and the Client and are set out in writing by a Director of Pure 4 Consulting on the employment agency letterhead and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

### 3.0 CHARGES

**3.1** The Client agrees to pay such hourly, daily, weekly or other charges of the Employment Business as shall be notified to and agreed with the Client. Temporary Workers are normally paid at time-and-a-half for agreed hours in excess of 40 per week Monday to Friday inclusive and at double-time for hours worked on a Saturday or Sunday. The hourly or daily charges are calculated according to the number of hours (to the nearest quarter hour) or days worked by the Temporary Worker and comprise mainly the Temporary Worker's pay but also include the Employment Business' revenue calculated as a percentage of the Temporary Worker's pay, employer's National Insurance contributions or, if there is no such agreement, such expenses as are reasonable. Holiday pay, and statutory entitlements payable to Temporary Workers (where applicable) is also included in the Employment Business' charge. VAT, if applicable, is payable on the whole of these charges.

**3.2** The charges are invoiced to the Client on a weekly basis and are payable on receipt. The Employment Business reserves the right to charge interest on invoiced amounts. Interest will be charged at a daily rate on the overdue daily balance overdue at a rate of 8% per annum above the Bank of England base rate at the previous 30 June or 31 December. This is in accordance with the Late Payments of Commercial Debts (Interest) Act 1998.

**3.3** There are no rebates payable in respect of the charges of the Employment Business.

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

### 4.0 INFORMATION TO BE PROVIDED

**4.1** When making an introduction of a Temporary Worker to the Client the Employment Business shall inform the Client of the identity of the Temporary Worker; that the Temporary Worker has the required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment; whether the Temporary Worker will be employed by the Employment Business 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, Sunday 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.

### 5.0 TIMESHEETS

**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) the Client agrees to authorise and sign the Employment Business' timesheet either hard copy or electronic in a timely fashion confirming the number of hours worked by the Temporary Worker during that week.

**5.2** Signature of the timesheet by the Client is confirmation of the number of hours worked. In signing this document the Client agrees that the hours indicated thereon have been satisfactorily worked. If the Client is unable to sign a timesheet produced for authentication by the Temporary Worker because the Client disputes the hours claimed, the Client shall inform the Employment Business immediately or otherwise as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with the Employment Business to enable the Employment Business to establish what hours, if any, were worked by the Temporary Worker. Failure to sign the timesheet 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 sign a timesheet on the basis that he is dissatisfied with the work performed by the temporary Worker. In cases of unsuitable work the Client should apply the provisions of clause 10.1 below.

## **6.0 PAYMENT OF THE TEMPORARY WORKER**

**6.1** The Employment Business assumes responsibility for paying the Temporary Worker and where appropriate for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to The Temporary worker pursuant to sections 44-47 of the Income Tax (Earnings & Pensions Act 2003.

## **7.0 TRANSFER & INTRODUCTION FEES**

**7.1** In the event of the Engagement by the Client of a Temporary Worker 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 Temporary Worker worked on the Assignment

the Client shall be liable, to either:

- a) Subject to electing upon giving one full calendar weeks notice, **an extended period of hire** of the Temporary Worker being 48 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** based on the applicable Remuneration during the first 12 months of the Engagement as found in the appendix:

or If the actual amount of the Remuneration is not known, the annual remuneration shall be calculated by taking the last hourly charge payable by the Client to the Employment Business multiplying this charge by 37.5 to give an appropriate weekly charge and then multiplying this amount by 52 to give the annual remuneration **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** 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 Business 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, to either:

- a) Subject to electing upon giving one full calendar weeks notice, **a period of hire** of the Temporary Worker being 52 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 in accordance with clause 7.1b (above). 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** In the event that the Engagement of the Temporary Worker is for a fixed term of less than 12 months, the fee in clause 7.1(b) or 7.2(b), calculated as a percentage of the Remuneration, will apply pro-rata. The minimum duration of a fixed term engagement shall be 3 months. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Temporary Worker within 3 months of the termination of the most recent Engagement, the Client shall be liable to pay a further fee based on the additional Remuneration applicable for this new period of Engagement.

**7.4** If the Client elects for an extended period of hire, as set out above, but before the end of such period Engages the Temporary Worker supplied by the Employment Business either directly or pursuant to being supplied by another employment business or the Temporary Worker chooses not to be supplied for an extended period of hire, the Introduction Fee calculated in accordance with either 7.1(b) or 7.2(b) may be charged, reduced by such percentage to reflect the period of extended hire already undertaken by the Temporary Worker and paid for by the Client.

**7.5** 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 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 Temporary Worker worked on the Client shall be liable to pay a Transfer Fee calculated in accordance with clause 7.1b above.

No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

**7.6** 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 Business 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 7.1b. 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. SUITABILITY AND REFERENCES**

**8.1** The Agency shall not be liable under any circumstances for any loss, damage or expense incurred by the Client arising from or in any way connected with the Agency searching for an Applicant for the Client or the Introduction to the Client by the Agency of any Applicant or the Engagement of any Candidate by the Client.

**8.2** The Agency endeavours to ensure the suitability of every 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.

**8.3** At the same time as proposing an Applicant to the Client the Agency shall inform the Client of such matters in clause 8.2 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.

**8.4** 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.

**8.5** The Agency endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interest of either the Client or the Applicant for the Applicant to work in the position which the Client seeks to fill.

**8.6** Notwithstanding clauses 8.1, 8.2, 8.3 and 8.4 above, the Client shall satisfy itself as to the suitability of the Applicant and is urged by the Agency to personally take up any references supplied by the Agency or the Applicant prior to the commencement of the Engagement. The Client shall always be responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/ or medical history enquiries, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.

**8.7** To enable the Agency to comply with its obligations under clauses 8.1, 8.2, 8.3 and 8.4 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.

#### **9.0 SPECIAL SITUATIONS**

**9.1** 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.

#### **10.0 LIABILITY**

**10.1** 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.

#### **11.0 Termination**

**11.1** 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 Business to remove the Temporary Worker. The Employment Business may, in such circumstances, reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates:-

- a) Within four hours of the Temporary Worker 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 the notification of the unsuitability of the Temporary Worker is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment duties and that, the Client provides evidence, if required, of the unacceptable work standards.

**11.2** Any of the Client, the Employment Business or the Temporary Worker 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 Temporary Worker fails to attend work or notifies the Client that the Temporary Worker 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 a Temporary Worker supplied to the Client is unsuitable for the Assignment and shall terminate the Assignment under the provisions of clause 10.2.

#### **12.0 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.

**Appendix to Pure 4 Consulting Terms and Conditions of Business For the Introduction of Temporary or Contract Staff to The Client by the Employment Business:**

**FEE STRUCTURE:**

In accordance with Clause 3.4 of the attached Terms and Conditions of Business, fees are payable to the Agency by the Client for Introductions resulting in an Engagement calculated as a percentage of the annual remuneration in accordance with the following:

In respect of Full Time or Part Time Permanent Engagements:

**Accountancy and Finance**

Remuneration per annum	Transfer Fee
Up to £29,999	15%
£30,000 to £44,999	18%
£45,000 upwards	20%

**Commercial**

Remuneration per annum	Transfer Fee
Up to £19,999	10%
£20,000 to £29,999	12.5%
£30,000 upwards	15%

**IT**

Remuneration per annum	Transfer Fee
Up to £29,999	20%
£30,000 to £39,999	22.5%
£40,000 upwards	25%

VAT is always charged in addition.

**Charity Donation:** 10% of the final invoice of any contract or permanent placement will be donated to the client's choice of Charity. This will only be presented when Pure 4 have received payment and the 10 week probation period is complete.

**Fixed Term Engagements:**

In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 7.0 will apply pro-rata, If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 6 calendar months from the date of termination of the most recent Engagement the Client shall be liable to pay a further fee based on the additional Remuneration applicable for this new the period of Engagement.

**Retained Search Assignment:**

In the case of a Retained Search Assignment, the Agency's fees for this service are based on Remuneration and are as follows:

33% of Remuneration, payable in three stages:

11% on agreed acceptance of the assignment

11% on presentation of short-listed Applicants

11% on completion and subsequent engagement of the Applicant

Where the precise Remuneration is not known in advance, the Remuneration will be estimated for the purposes of the first two instalments of the fee. The final instalment of the fee will be based on the actual Remuneration and any necessary adjustments will be made and no entitlement to refunds of any paid instalments arises, where the Client decides not to proceed with the search or appointment of the Applicant.

**Scale of Refunds:**

The following scale of refund only applies in the event that the Client complies with the provisions of clause 3.1 of these Terms and Conditions of Business.

1. Where the Applicant leaves during the first 10 weeks of the Engagement, a partial refund of the Introduction fee shall be refunded to the Client in accordance with the scale set out below, subject to the conditions in clause 4.1, 4.2 & 4.3 as found in the permanent Terms of Business:

A refund of 10 per cent per week for each week not worked, save that should the Applicant leave having been engaged for all or part of the 10<sup>th</sup> week, no refund will be made.