

## TERMS OF BUSINESS

1. **These are Howard James Recruitment Ltd Terms of Business and supersede all others, effective 1<sup>st</sup> Jan 2011**
2. **Definitions**

**Agency** - Howard James Recruitment Limited, PO Box 362, Northwich, Cheshire, CW8 1WB. Registered in England Number: 07057520

**Client** - means the "Employer" together with any subsidiary or associated company as defined in the Companies Act

**Candidate** - means the individual introduced to the Client via the Agency.

**Introduction** – An introduction occurs when a candidate is named to the Client, irrespective of whether the candidate is previously known to the Client. The introduction can be verbal or written (by email, fax or post).

**Temporary Assignment** – means the period which the Candidate is supplied to render services to the Client.

**Engagement** - means the individual whose services are supplied to the Client by the Agency.

**Temporary Worker** – A Candidate supplied by the agency who completes a Temporary Assignment on behalf of the Client.

**Acceptance of Terms** - The interviewing of a candidate or acceptance of any candidate as a Temporary Worker shall be deemed acceptance and agreement to these Terms of Business.
3. Unless the context otherwise requires, reference to the singular include the plural and references to the masculine include the feminine and vice versa.
4. Any business undertaken by the Agency is subject to these Terms of Business.
5. Unless otherwise agreed by a manager of the Agency, these terms prevail over any terms of business proffered by the Client.
6. No liability will be accepted by the Agency of any kind for loss, damage, injury or death arising either directly or indirectly from the acts, errors or omissions of any candidate of the Agency.
7. In respect of these Terms of Business the company will submit to the jurisdiction of the English Courts and these Terms of Business shall be interpreted in accordance with English Law.
8. Whilst all reasonable effort is made to ensure a Candidates suitability to the Client's specification, the Agency does not verify references, warrant the integrity, capability or qualifications of the candidate
9. The Agency reserve the right to charge daily interest on invoices paid late at a rate of 25% per annum.
10. All fees, Temporary or Permanent quoted will be subject to VAT at the prevailing rate at the date of invoice.
11. Should the agency amend these Terms of Business to accommodate a Client request the Client acknowledges that the amendment works in conjunction with these Terms of Business.
12. The agency acknowledges that any amendment(s) to these terms of business take preference over the standard terms. Amendments will be notified in Schedule A
13. **PERMANENT PLACEMENTS**
14. The Client will be charged an introduction fee, if the candidate who is introduced to the Client commences work with the Client at any time within 12 months of the introduction.
15. Annual Salary includes: annual basic wage, guarantee, allowances and taxable benefits. In the event of a company car being included in the package £4,000 will be added to the basic wage.
16. The Client will be liable to pay the fee if the Candidate is referred to a subsidiary, associated company or third party where an engagement resulted directly or indirectly from an introduction by the Agency. In this case the full relevant fee will be charged irrespective of any discount offered to the Client
17. If the Client engages a member of the agency staff a fee will be charged at 35% of annual salary plus benefits.
18. **TEMPORARY ASSIGNMENTS**
19. The Client agrees to pay the hourly charges of the Agency where temporary workers are used
20. Temporary fees are comprised of mainly the Temporary Workers remuneration plus the Agency commission, employer contributions and any other expenses agreed with the Client
21. All charges are invoiced to the Client on a weekly basis
22. The Agency reserves the right to charge the client statutory sick pay after a Temporary Worker has been absent for 3 consecutive days if the Client wishes to hold the assignment open for the Temporary Worker.
23. When making an Introduction of a Temporary Worker to the Client the Agency shall inform the Client of the identity of the Temporary Worker, the relevant skills that make the Temporary Worker suitable for the Temporary Assignment and that the Temporary worker is willing to work in the Temporary Assignment.
24. Where such information is not provided in written form, fax, email, or post the Client can ask for written confirmation at any point during the Assignment.
25. Timesheets – 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 the week) the Client shall sign the Agency timesheet verifying the number of hours worked by the Temporary Worker during that week.

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26. By signing the timesheet the Client indicates satisfaction with the services provided by the Temporary Worker and confirms the number of hours worked.
27. Failure to sign the timesheet does not absolve the Client's obligations to pay charges in respect of the hours worked by the Temporary Worker
28. Timesheets are available at the Agency website at [www.howardjames.co.uk](http://www.howardjames.co.uk) in the downloads section
29. The Agency assumes responsibility for payment of the Temporary Workers remuneration and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE applicable to the Temporary Worker.
30. Whilst every effort is made by the Agency to give satisfaction to the Client, by ensuring reasonable standards of skills, integrity and reliability from Temporary Workers and further provide them in accordance with the clients booking details, the Agency is not liable for any loss, expense, damage or delay arising from any failure to and Temporary Worker for all or part of the period of booking or from negligence, dishonesty, misconduct or lack of skill from the Temporary Worker. For avoidance of doubt the Agency does not exclude for death or personal injury arising from its own negligence. Temporary Workers are engaged by the Agency under Contract for Services. They are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors, or omissions of the Temporary Worker, whether wilful, negligent or otherwise as though the Temporary Worker was on the payroll of the Client. The Client will also comply in all respects will all statutes including, for avoidance of doubt, the Working Time Regulations, by-laws, codes of practice and legal requirements to which the Client's own staff (excluding the matters specifically mentioned in Clause 5), including in particular the provision of adequate Employers and Public liability Insurance cover for the Temporary Worker during all assignments. The Client shall also inform the Agency of any special Health and Safety requirement that the Agency is to inform the Temporary Worker about
31. The Client will assist the Agency in complying with the Agency' duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Agency and the Client will not do anything to cause the Employment Agency to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Temporary Worker for more than 48 hours in any week, the Client must notify the Agency of this requirement before the commencement of that week.
32. The Client shall indemnify and keep indemnified the Agency against any costs, claims or liabilities incurred by the Agency arising out of any Assignment and/or as a result of any breach of these Terms by the Client.
33. Where the Temporary Worker is required by law or any professional body to have any qualifications or authorisations to work on the Assignment, the Agency will take all reasonably practicable steps to obtain and offer to provide to the Client: Copies of any relevant qualifications or authorisations of the Temporary Worker.
34. The Client must notify the Agency in writing of any special situations before the assignment commences
35. The Client undertakes to supervise the Temporary Worker sufficiently to ensure the Clients satisfaction with the Temporary Assignment. Should this prove unsatisfactory, the Client may terminate the Assignment either by instructing the Temporary Worker to leave the Assignment, or by directing the Agency to remove the Temporary Worker.
36. In the event of cancellation of an assignment where a Temporary Worker has started an assignment the agency reserves the right to charge the Client for 8 hours
37. Any of the Client, the Agency or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability.
38. The Client shall notify the Agency immediately and without delay if the Temporary Worker fails to attend work or notifies the Client that the Temporary Worker is unable to attend work for any reason.
39. The Agency shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Temporary Worker supplied to the Client is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith by notice in writing without prior notice and without liability.
40. Should the Client wish to employ a Temporary Worker on a permanent basis a placement fee will be calculated in line with the permanent fee structure during the first 12 months of the Engagement.
41. The Client agrees to give The Agency 7 days notice before transferring the Temporary Worker to permanent employment
42. No rebate of the Placement Fee will be paid in relation to a temporary in the event that the Engagement subsequently terminates.
43. Where the client does not give notice before the Temporary Worker is engaged the parties agree that the Placement Fee shall be due in full with no rebate facility.
44. **RECRUITMENT FEES**
45. Permanent Fees, Permanent Rebate Facilities, Temporary Fees and Payment Terms are laid down in Schedule A

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