



KINGFISHER RECRUITMENT TERMS OF BUSINESS FOR TEMPORARY APPOINTMENTS

1. DEFINITION

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

ASSIGNMENT

Means the period during which the temporary worker 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 temporary worker is supplied or introduced;

THE EMPLOYMENT BUSINESS

Means Kingfisher Recruitment Services, UK Ltd, P.O Box 22, Leeds LS27 1DL

ENGAGED

Means the engagement employment or use of the temporary worker directly by client or any third party or though on a permanent or temporary basis, whether under a contract of service or services, an agency, license, franchise, or partnership arrangement, or any other engagement, directly or through a limited company of which the temporary worker is an officer or employee;

TEMPORARY WORKER

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 7.1 below and regulation 10 of the conduct of employment agencies and employment business regulations 2003.

RELEVANT PERIOD

Means the later of either the duration of the agreement, or 14 weeks from the first day on which the temporary worker was last supplied by the employment business to the client;

INTRODUCTION FEE

Means the fee payable in accordance with clause 7.2 below and regulation 10 of the conduct of employment agencies and employment business regulations 2003.

INTRODUCTION

Means (i) the clients interview of a temporary worker in person or by telephone, following the clients instruction to the employment business to supply a temporary worker or (ii) the passing to the client of a curriculum vitae or information which identifies the temporary worker, and which leads to an engagement if that temporary worker.

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) employment payable to our receivable by the temporary worker for services rendered on behalf of the client or any third party. Where the company car is provided, a notional amount of £3,000 will be added to the salary in order to calculate the employment business' fee.

1.2. In these terms words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and vice versa.

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

1.4. These Terms supersede all previous terms of business.

2. THE CONTRACT

2.1. These Terms constitute the contract between the employment business and the client for the supply of the temporary worker'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 these temporary workers to any third party following an introduction.

2.2. All and any business undertaken by or and behalf of employment business is transacted subject to these terms, all of which shall be incorporated in any agreement of business and the client.

2.3. In the event of any conflict between these terms and any other terms and conditions, these terms shall prevail unless expressly otherwise agreed in writing by a director or other authorised officer of employment business.

2.4. The complete or partial invalidity or unenforceability, or unenforceability of any provisions in these terms for any purpose shall in no way affect the validity or enforceability of such provisions for any other purpose or the remaining provisions. Any such provisions shall be deemed to be severed for that purpose subject to such consequential modification as may be necessary for the purpose of such severance.

3. CHARGES

3.1. The client agrees to pay the hourly charge of the employment business. The chargers are calculated according (to the nearest quarter hour) The chargers comprise mainly the temporary workers pay but also include the employment business' commission calculated as a percentage of the temporary workers pay, employers national insurance contributions 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 chargers 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 3% per annum above the base rate from time to of Lloyds TSB from the due date until the date of payment.

4. OBLIGATIONS OF THE EMPLOYMENT BUSINESS

4.1. The employment business with use reasonable endeavours to introduce to the client a suitable temporary worker to carryout work for the client of such a nature as the client shall notify to the employment business when placing its order for a temporary worker. The client accepts that no warranty as to the suitability of the temporary work can be given by the employment business.

4.2. Where the client has required the employment business to introduce or supply a temporary worker for purposes which include the operation of motor vehicles, the employment business shall take all reasonable steps to enquire whether the temporary worker is the holder of a current license to drive a vehicle of the class or description duly notified to the employment business by the client aforesaid.

4.3. 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 and pensions) Act 2003.

5. OBLIGATION OF THE CLIENT

5.1. The client with specify its exact requirement by providing full details of the work for which the temporary worker is required and, in particular, by notifying the employment business any special skills required for such work when placing its order.

5.2. The client will not allow any temporary worker to undertake any work other than that which has been notified by the client in accordance with clause 5.1 to the employment business in placing its order for such temporary worker.

5.3. The client will verify at the time that the temporary worker begins to render services for or on behalf of the client that the temporary worker is suitable for the purposes for which he is required, including the operation of any machinery or vehicles. The Client will be responsible for obtaining any work and other permits and for ensuring that the temporary worker satisfies any medical requirements or other qualification that may appropriate or required by law.

5.4. The Client hereby undertakes to comply with all obligations duties and regulation (whether statutory of otherwise and without prejudice to the generality of the forgoing those relating to the place, nature or system of work) in any way arising from or directly or indirectly connected with the services rendered by the temporary worker.

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 temporary worker during that week.

6.2. Signature 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 temporary worker because the client disputes the hours

claimed, the client shall inform the employment business to enable the employment to establish what hours, if any, were worked by the temporary worker. Failure to sign the time sheet does not absolve the client 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 temporary worker. In cases of unsuitable work the client should apply the provisions of clause 9.1 below.

7. TRANSFER AND INTRODUCTION FEES

- 7.1. In the event of the engagement of a temporary worker supplied by the employment business either (1) directly by the client or (2) by the client pursuant to be supplied by another employment business, either within the duration of the assignment or within the relevant period the client shall be liable, to either,
- 7.1.1. Subject to electing upon giving 7 days notice, an extended period of 30 weeks, the employment business shall be entitled to the charges set out in clause 3.1 above for each hour the temporary worker is so employment or supplied; or
- 7.1.2. A transfer fee, discounted according to clause 8.1, being an amount equal to a percentage of the remuneration offered for the first 12 months of employment according to the following scale:

Commencing Salary	Fee
Up to £15,000pa	13%
£15,000pa - £19,999pa	15%
£20,000 pa or greater	18%

If the actual amount of the remuneration is not know the hourly charges referred to in clause 3.1 multiplied by 300 hours. In the event that the engagement subsequently terminates, clause 8.2 & 8.3 below will apply. Vat is payable in addition to any fee due.

- 7.2. In the event that there is 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 the client shall be liable, to either.
- 7.2.1. Subject to electing upon giving 7 days notice, a period of hire of the temporary for a period of 30 weeks, the employment business shall be entitled to the charges set out in clause 3.1 above for each hour the temporary worker is so employed or supplied: or
- 7.2.2. An introduction Fee, discounted according to clause 8.1, being an amount equal to a percentage of the remuneration offered for the first 12 months of employment according to the following scale:

Up to £15,000pa	12%
£15,000pa - £19,999pa	14%
£20,000 pa or greater	18%

If the actual amount of the remuneration is not known, the hourly charges referred to in clause 3.1 multiplied by 300 hours. In the event that the engagement subsequently terminates, clauses 8.2 & 8.3 will apply. VAT is payable in addition to any fee 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 7.1.2or 7.2.2, calculated as a percentage of the remuneration, will apply pro-rate. If the engagement is extended beyond the initial fixed term or if the client re-engages the temporary worker with 6 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, which is sooner.
- 7.4 In the event that 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 the relevant period the client shall be liable to pay a transfer fee been an amount equal to a percentage of the remuneration offered for the first 12 months of employment according to the following scale.

Up to £15,000pa	13%
£15,000pa - £19,999pa	15%
£20,000 pa or greater	18%

If the actual amount of the remuneration is not known, the hourly charges referred to in clause 3.1 multiplied by 300 hours. In the event that the engagement subsequently terminates, clauses 8.2 & 8.3 will apply. VAT is payable in addition to any fee due.

8. REBATES & REFUNDS

- 8.1. The transfer fee and introduction fee, referred to in clauses 7.1.2 & 7.2.2 above, will be discounted according to the number of weeks the temporary worker worked prior to an engagement by the client as follows:

No. of temporary weeks worked	Discount
1 – 12 weeks	Nil
13- 25 weeks	10%
26- 39 weeks	20%
40- 52 weeks	40%
53 weeks plus	50%

- 8.2. Where an engagement within 12 weeks (excluding redundancy) is terminated and the employment business is notified in writing by the client within 7 days of the termination and the client paid the fees of the employment business within 28 days of invoice, clients will qualify for a refund of the annual salary according to the following scale:

Weeks in which engagement terminated	Refund Payable
1 + 2	70%
3 + 4	60%
5 + 6	50 %
7 + 8	40%
9 + 10	20%
11 + 12	10%
13 +	Nil

- 8.3. The annual salary, for the purpose of the clause 8.2, will be calculated by taking the highest hourly charge payable by the client to the employment business within 6 months prior to appointment. The hourly rate will then be multiplied by 37.5 to give a weekly rate and multiplied by 46 to give an annual salary

9. **UNSATISFACTORY TEMPORARY WORKER PROCEDURES**

- 9.1. If the client, acting reasonably, decides that a temporary worker is unsatisfactory to do the work required by the client (subject at all times to the client complying with its obligations set out in clause 5.1 to 5.4) (an 'unsuitable temporary worker') then the client will notify the employment business in writing of the fact giving full grounds for its dissatisfaction with the unsuitable temporary worker (a 'dissatisfaction notice')
- 9.2. Within 5 working of receipt by the employment business of dissatisfaction notice, the employment business with either:
- 9.2.1. Provide a suitable replacement for the unsuitable temporary work, in which case clause 8 will continue without interruption;
- 9.2.2. If no such suitable replacement is available, inform the client in writing of that fact, in which case clause 8 shall cease to apply in respect of the unsuitable temporary worker with effect from the date on which the employment business receives the dissatisfaction notice; or
- 9.2.3. If the employment business disagrees with the grounds as set out in the dissatisfaction notice, inform the client, in which case the assignments shall be terminated
- 9.3. The client will give the employment business such co-operation as the employment business may reasonably request (including but not limited to the production of relevant documents and the attendance of witnesses) at the clients expense in any internal disciplinary proceeding, employment tribunal proceedings in relation to any unsuitable temporary workers performance or conduct.

10. **LIABILITY**

- 10.1. Whilst every effort is made by the employment business to give satisfaction to the client by ensuring reasonable standards or skill, integrity and reliability from temporary workers and further to provide them in accordance with clients booking details, the employment business is not liable for any loss, expense, damage or delay arising from any failure to provide any temporary worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the temporary worker. For the avoidance of doubt, the employment business does not exclude liability for death or personal injury arising from it own negligence.
- 10.2. Temporary workers supplied by the employment business are engage under contracts for services. They are not the employees of the employment business but are deemed to be under the supervision, direction and control of the client from the time they report to take up duties and for the duration of the assignment. The client agrees to be responsible for all acts, errors or omissions of the 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 with all the statues including , for the avoidance of doubt, the working time regulations , Health and Safety at work act etc, by-laws, codes of practice and legal requirements to which the client is ordinarily subject in respect of the client's own staff (excluding the matters specifically mentioned in clause 6 above), including in particular the provision of adequate employers and public liability insurance cover for the temporary worker during all assignments'.
- 10.3. The Client shall advice the employment business of any special health and safety matters about which the employment business is required to inform the temporary worker and about any requirements imposed by law or by any professional body, which must be satisfied if the temporary worker 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 required or may require the services of a temporary worker for more than 48 hours in any week the client must notify the employment business of the 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 temporary worker for the temporary worker to fill the assignment.
- 10.5. The client shall indemnify and keep indemnified the employment business against any costs, claim or liabilities incurred by the employment business arising out of any assignment or arising out of any non-compliance with clause 8.2 & 8.3 and/or as a result of any breach of these terms by the client.

11. **SPECIAL INSTRUCTIONS**

- 11.1. Where the temporary worker is required by law, or any professional body to have any qualifications or authorisation to work on the assignment or the assignment involved caring for or attending one or more persons under the age of 18 or any person who by reason of age, infirmity or who is otherwise in need of care of attention, the employment business will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the temporary worker, two references from persons not related to the temporary worker who have agreed that the references they provide may be disclosed to the client of the steps it has taken to obtain this information in any event.

12. **TERMINATIONS**

The client undertakes to supervise the temporary worker sufficiently to ensure the clients satisfaction with the temporary workers standards or 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;

- 12.1.1. Within four hours of the temporary worker commencing the assignment where the booking is for more than seven hours; or
12.1.2. within 2 hours for booking of seven hours or less:

And also provided that 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.

- 12.2. Any of the client, the employment business or the temporary worker may terminate an assignment at any time without prior notifies 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 temporary worker fails to attend work or notifies the client that the temporary workers 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 temporary worker supplied to the client is unsuitable for the assignments 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.
13.2. Whilst we consider these terms are reasonable in normal circumstances, if any one or more of these terms shall be judged, to be void as going beyond what is reasonable in any particular circumstances for the protection of our legitimate business interests but would be valid if some part of these terms were deleted or a period reduced, such term shall apply with such modification as necessary to make it valid.
13.3. As a corporate member of recruitment & employment confederation (REC) we are bound by REC Code of Good Recruitment Practice, a copy of which is available on www.rec.uk.com or from our office.

Signed for and on behalf of the client by.....
(Please insert name in capital letters)

Signature.....

Date.....

Position.....

Client: Kingfisher Recruitment Service UK LTD

CLIENT COMPANY REGISTRATION NUMBER.....