

TERMS OF BUSINESS FOR THE INTRODUCTION AND SUPPLY OF AGENCY WORKERS (PAYE)

1. DEFINITIONS

1.1 In these Terms of Business ("Terms") the following definitions apply:

"Agency Worker"	means the person introduced by the Agency to render services to the Client;
"Assignment"	means the period during which the Agency 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 Acts to whom the Agency Worker is supplied or introduced;
"Agency"	means Midas Recruitment of 7 High Street, Sutton Coldfield, West Midlands B72 1XH acting as an employment business;
"Engagement"	means any engagement, employment or use of the Agency Worker in any capacity by the Client on a permanent or temporary basis, whether direct or otherwise;
"Introduction"	means (i) the Client's interview of an Agency Worker in person or by telephone, following its instruction to the Agency to search for an Agency Worker; or (ii) the Agency' passing to the Client a curriculum vitae or other information which identifies the Agency Worker; and which leads to an Engagement of that Agency Worker;
"Introduction Fee"	means the fee payable in accordance with clause 7 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
"Relevant Period"	means during an Assignment or the later of either 14 weeks from the first day* on which the Agency Worker is supplied by the Agency to work for the Client, or 8 weeks from the day after the Agency Worker is last supplied by the Agency to the Client; (*the first day of the first occasion of supply or the first day of any subsequent Assignment if more than 42 days since the end of the previous Assignment.)
"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 other taxable (and where applicable, non-taxable) emoluments payable to or receivable by the Agency Worker for services rendered to or on behalf of the Client or any third party.
"Transfer Fee"	means the fee payable in accordance with clause 7 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

1.2 Unless the context requires otherwise, references to the singular include the plural 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 Agency and the Client for the supply of Agency Worker services by the Agency to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with, or Engagement of, an Agency Worker or the passing of any information about an Agency Worker 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 one of the Agency's directors, these Terms prevail over any terms of business or purchase conditions put forward by the Client.

2.3 No variation or alteration of these Terms will be valid unless 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 given to the Client stating the date on or after which such varied terms will apply.

3. CHARGES

3.1 The Client agrees to pay the Agency's hourly charges as notified to and agreed with the Client. Charges are calculated according to the number of hours worked by an Agency Worker (to the nearest quarter hour). Charges comprise mainly Remuneration but also include the Agency's commission, employer National Insurance contributions and statutory holiday pay calculated as a percentage of Remuneration. Other reasonable expenses as may be agreed will be itemised on the Agency's invoice in addition to hourly charges. VAT is payable on the entirety of these charges and on any fees payable under these Terms.

3.2.1 If the Client reduces or cancels bookings less than 8 hours before the commencement of an Assignment, the Agency reserves the right to make a charge equivalent to 8 hours being worked by each Agency Worker booked for an Engagement, at an hourly charge rate agreed for the booking.

TERMS OF BUSINESS FOR THE INTRODUCTION AND SUPPLY OF AGENCY WORKERS (PAYE)

- 3.3 Charges are invoiced weekly and are payable within 14 days of receipt of the Agency's invoice. The Client accepts the Agency's reserved statutory right to charge interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 (together with any and all additions and/or amendments thereto) and the Late Payment of Commercial Debts Regulations 2002 (together with any and all additions and/or amendments thereto) if the Agency is not paid according to its agreed credit terms. Payment must be made without deduction or set off.
- 3.4 There are no rebates payable in respect of the Agency's charges.

4. INFORMATION TO BE PROVIDED

- 4.1 The Client will advise the Agency of any special health and safety matters about which the Agency is required to inform Agency Workers and about any requirements imposed by law or by any professional body, which must be satisfied by the Agency Workers accepting the Assignment. The Client will assist the Agency in complying with its duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by it and the Client will not do anything to cause the Agency to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of an Agency Worker for more than 48 hours in any week, it must notify the Agency of this requirement before the commencement of that week. For avoidance of doubt, a normal working week will commence on Monday.
- 4.2 The Client will undertake that it knows of no reason why it would be detrimental to the interest of the agency worker to fill the Assignment.
- 4.3 The Client will confirm that the Agency Worker will not undertake any duties normally performed by a worker who is taking part in official strike action or by any other worker assigned to replace the worker taking such action.
- 4.4 When making an Introduction of an Agency Worker to the Client, the Agency will inform the Client of the Agency Worker's identity, that they have the necessary or required experience, training, qualifications and any authorisation required by law or professional body to work in the Assignment; whether they will be engaged under a contract of service or apprenticeship or a contract for services; and that they are willing to work in the Assignment.
- 4.5 Where the Agency's information is not given in paper form or by electronic means it will be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and Public or Bank Holidays) following, save where the Agency Worker is being introduced for an Assignment in the same position as one in which the Agency Worker had previously been supplied within the previous five business days and such information has already been given to the Client.
- 4.6 During an Assignment the Agency will notify the Client immediately if it receives or otherwise obtains information which indicates that an Agency Worker supplied to the Client may be unsuitable for an Assignment; the Agency will make further enquiries as are reasonably practicable and inform the Client of the outcome of those enquiries.

5. TIME SHEETS

- 5.1 At the end of each week of an Assignment (or at the end of an Assignment where it is for a period of one week or less or is completed before the end of a week) the Client will sign the Agency's time sheet verifying the number of hours worked by the Agency Worker during that week.
- 5.2 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 because it disputes the hours claimed, it will inform the Agency as soon as is reasonably practicable and co-operate with the Agency to establish what hours, if any, were worked. Failure to sign the time sheet does not absolve the Client's obligation to pay charges in respect of the hours worked.
- 5.3 The Client is not entitled to decline to sign a time sheet on the basis that it is dissatisfied with the work performed by an Agency Worker. In cases of unsuitable work the Client should apply the provisions of clause 10.1 below.

6. PAYMENT OF AGENCY WORKERS

- 6.1 The Agency assumes responsibility for paying Agency Workers and, where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Agency Workers pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003. For the avoidance of doubt, the Agency also assumes responsibility for the payment of paid leave required under the Working Time Regulations 1998.

7. TRANSFER AND INTRODUCTION FEES

- 7.1 In the event of an Engagement (or Introduction) of an Agency Worker supplied by the Agency either (1) directly by the Client or (2) by the Client pursuant to being supplied by another employment business, within the Relevant Period, the Client will become liable to pay a Transfer Fee (or Introduction Fee) calculated as a percentage of Remuneration at the commencement of the Engagement in accordance with the Agency's accompanying Scale of Fees unless the Client elects to give the Agency 7 days' notice to take an extended period of hire (or period of hire) of the Agency Worker in accordance with its accompanying Scale of Fees, during which the Agency will be entitled to charge the fees as set out in clause 3 above for each hour the Agency Worker is so employed or supplied.
- 7.2 If an Agency Worker is introduced by the Client to a third party which results in the Engagement of an Agency Worker by the third party within the Relevant Period the Client will be liable to pay a Transfer Fee (or Introduction Fee) as detailed in clause 7.1 above.

TERMS OF BUSINESS FOR THE INTRODUCTION AND SUPPLY OF AGENCY WORKERS (PAYE)

8. LIABILITY

- 8.1 Whilst the Agency makes every effort to give satisfaction by ensuring reasonable standards of skills, integrity and reliability from Agency Workers and further to provide them in accordance with booking details, it is not liable for any loss, expense, damage or delay arising from any failure to provide any Agency Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Agency Worker. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence.
- 8.2 The Agency Workers the Agency supplies are engaged by the Agency under contracts for services. They are not the Agency's employees, and are deemed to be under the Client's supervision, direction and control 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 Agency Workers whether wilful, negligent or otherwise as if the Agency Workers were on its own payroll. The Client will also comply in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations 1998, Health and Safety At Work Act etc, bye-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of its 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 Agency Workers during all Assignments.
- 8.3 The Client will indemnify the Agency and keep it indemnified against any costs, claims and liabilities incurred by the Agency arising out of any Assignment or arising out of non-compliance with clauses 8.2 and/or as a result of any breach of these Terms by the Client.

9. SPECIAL SITUATIONS

- 9.1 Where an Agency Worker is required by law, or any professional body, to have any qualifications or authorisations to work on an Assignment or an Assignment involves caring for or attending one or more persons under the age of 18 or any person who by reason or 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, two references from persons not related to the Agency Worker who have agreed that the references they provide may be disclosed to the Client and all other reasonably practicable steps to confirm that the Agency Worker is suitable for the Assignment. If the Agency is unable to do any of the above it will inform the Client of the steps taken to obtain this information in any event.

10. TERMINATION

- 10.1 The Client undertakes to supervise the Agency Worker sufficiently to ensure its satisfaction with the Agency Worker's standards of workmanship. If the Client reasonably considers that the services of the Agency Worker are unsatisfactory, it may terminate the Assignment either by instructing the Agency Worker to leave the Assignment immediately, or by directing the Agency to remove the Agency Worker. In such circumstances the Agency may reduce or cancel the charge for the time worked by that Agency Worker, provided that the Assignment terminates within 8 hours from the commencement and the Client tells the Agency within 5 working days.
- 10.2 The Agency Worker or the Client or the Agency may terminate an Assignment at any time without prior notice and without liability.
- 10.3 The Client will notify the Agency immediately and without delay and in any event within 2 hours if the Agency Worker fails to attend work or notifies the Client that they are unable to attend work for any reason.
- 10.4 The Agency will notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe the Agency Worker supplied to the Client is unsuitable for Assignment and will terminate the Assignment under the provisions of clause 10.2.

11. LAW

- 11.1 These Terms are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.

Signed

Name Printed

For and on behalf of the Client

Date