



TERMS OF BUSINESS

DEFINITIONS

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.

“Agency”

means Pinson TM Limited, company number 14080425;

“Engagement”

means the Engagement, employment, or use of the Temporary Worker directly by the Client or any third party or through any other Agency on a 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 Temporary Worker is an officer or employee.

“Temporary Worker”

means the individual who is introduced by the Agency to render services to the Client.

“Transfer Fee/Introduction Fee”

means the fee payable in accordance with clause 8.1.2 below and Regulation 10 of the Conduct of Employment Agencies and Agency Regulations 2003 which is invoked once a Temporary Worker becomes engaged on a permanent basis with the Client.

“Relevant Period”

means the later of either 14 weeks from the first day on which the Temporary Worker was supplied by the Agency to work for the Client, or 8 weeks from the day after the Temporary Worker was last supplied by the Agency to the Client;

“Introduction”

means (i) the Client’s interview of a Temporary Worker in person or by telephone, following the Client’s instruction to the Agency 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 of that Temporary Worker.

“Remuneration”

includes base salary or fees, car allowance or company car (assumed cost an annual amount of £4,000) guaranteed bonus and commission earnings, allowances, inducement payments, and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Temporary Worker for services rendered to or on behalf of the Client;

“Scale of Fees”

as detailed in the schedule to these terms of business – available on request.

- 1.2 Unless the context otherwise requires, references to the singular include the plural.
- 1.3 The headings contained in these terms are for convenience only and do not affect their interpretation.
- 1.4 The ‘first day’ will be the first occasion on which a Temporary Worker is supplied to work for the Client.

2 THE CONTRACT

2.1 These terms constitute the contract between the Agency and the Client for the supply of the Temporary Worker’s 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 the Temporary Worker or the passing of any information about the Temporary Worker 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 representative of the Agency, 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 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 CHARGES

3.1 The Client agrees to pay the hourly charges of the Agency. These charges will be those in force at the time of the Assignment and the Agency reserves the right to review and /or increase the charges for the supply of a Temporary Worker whether during the course of an Assignment or otherwise. The Client will be notified of such review and /or increase as and when it happens. Any review or increased charges will be payable in accordance with these terms of business;

3.2 The charges are calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour). The charges comprise mainly the Temporary Worker's pay but also include the Agency's commission calculated as a percentage of the Temporary Worker's pay, employer's National Insurance contributions, holiday pay in accordance with AWR. Agency charge rates will change when there are changes in the Minimum Wage and Minimum Statutory Leave and to comply with AWR. These changes are made by government and the cost of these changes would be passed on to the Client;

3.3 The standard fee for all Engagements is available on application and is negotiable depending upon volume. It is a percentage added per hour on all placements made by the Agency.

3.4 VAT, if applicable, is payable on the entirety of these charges set out in 3.2 and 3.3;

3.5 The charges are invoiced to the Client on a weekly basis and are payable 30 days from the date of the Agency's invoice. The Agency reserves the right to charge interest on any overdue amounts at a rate of 1.5% above the Bank of England base rate. Where the Client does not settle its debt with the Agency within the terms agreed, the Agency has the right to remove all discounts and revert to standard tariff;

3.6 There are no rebates payable in respect of the charges of the Agency.

4 INFORMATION TO BE PROVIDED BY CLIENT

4.1 The Client shall provide sufficient information to the Agency to enable the Agency to introduce or supply Temporary Workers to the Client for the position(s) which the Client seeks to fill, including the following information:

4.1.1 the identity of the Client and, if applicable, the nature of the Client's business;

4.1.2 the date on which the Client requires a Temporary Worker to commence work and the duration, or likely duration, of the work;

4.1.3 the position which the Client seeks to fill, including the type of work a Temporary Worker in that position would be required to do, the location at which and the hours during which he would be required to work and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;

4.1.4 the experience, training, qualifications and any authorisation which the Client considers are necessary, or which are required by law, or by any professional body, for a Temporary Worker to possess, in order to work in that position.

5 INFORMATION TO BE PROVIDED BY AGENCY

5.1 When making an Introduction of a Temporary Worker to the Client the Agency shall inform the Client of the identity of the Temporary Worker; that the Temporary Worker has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment.

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 Agency shall provide the Client with a template timesheet which the Client shall complete and send to the Agency on a weekly basis verifying the number of hours worked by the Temporary Worker during that week;

6.2 The Client shall not be entitled to decline to submit a timesheet to the Agency on the basis that they are dissatisfied with the work performed by the Temporary Worker. In cases of unsuitable work, the Client should apply the provisions of clause 11.1 below.

7 PAYMENT OF THE TEMPORARY WORKER

7.1 The Agency 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.

8 TRANSFER AND INTRODUCTION FEES

8.1 In the event of the Engagement within the Relevant Period of a Temporary Worker supplied by the Agency to the Client, or 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 Agency 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 Agency the Client shall be liable, to either:

8.1.1 Subject to electing upon giving 14 days' notice, an extended period of hire of the Temporary Worker being 26 weeks, unless otherwise agreed in writing, during which the Agency 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

8.1.2 A Transfer Fee/Introduction Fee calculated according to the accompanying Scale of Fees as set out in the schedule to these terms, on the Remuneration payable by the Client to the Temporary Worker during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges referred to in clause 3.1 multiplied by 300. No refund of the Transfer/Introduction Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

8.3 In the event that the Engagement of the Temporary Worker is for a fixed term of less than 12 months, the fee in clause 8.1.2, 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 Temporary Worker within 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, whichever is sooner.

8.4 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 calculated according to the accompanying Scale of Fees, as set out in the schedule to these terms, on the Remuneration

payable by the Client to the Temporary Worker concerned during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges referred to in 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.

9 LIABILITY

9.1 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 to provide them in accordance with the Client's booking details, the Agency 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 Agency does not exclude liability for death or personal injury arising from its own negligence.

9.2 Temporary Workers supplied by the Agency are engaged under contracts for services. They are not the employees of the Agency 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 willful, 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 statutes including, for the avoidance of doubt, the Working Time Regulations, Health and Safety at Work Act, 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 7 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments.

9.3 The Client shall advise the Agency of any special health and safety matters about which the Agency 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 Agency in complying with the Agency's 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 Agency to be in breach of its obligations under these regulations.

9.4 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.

9.5 The Client shall indemnify and keep indemnified the Agency against any costs, claims or liabilities incurred by the Agency arising out of any Assignment or arising out of any non-compliance with clauses 9.2 and/or as a result of any breach of these terms by the Client.

10 SPECIAL SITUATIONS

10.1 Where the Temporary Worker 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 Agency 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 and has taken all reasonably practicable steps to confirm that the Temporary Worker is suitable for the Assignment. 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.

10.2 For the avoidance of doubt, a fee will be due from the Client if the Agency's own staff are directly or indirectly introduced to the Client by virtue of their employment with the Agency. This fee will be calculated at 50% of the worker's annual salary with the Client and will not be subject to any refund unless expressly agreed in writing before the placement date.

11 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 Agency to remove the Temporary Worker. The Agency may, in such circumstances, reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates: –

11.1.1 Within four hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours; or

11.1.2 Within two hours for bookings of seven hours or less;

And also provided that notification of the unsuitability of the Temporary Worker is confirmed in writing to the Agency within 48 hours of the termination of the Assignment.

11.2 The Client, the Agency or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability.

11.3 The Client shall notify the Agency 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 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 terminate the Assignment under the provisions of clause 11.2.

12 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.

I confirm that the information supplied to Pinson TM Limited may be used for recruitment and consulting purposes under the General Data Protection Regulation 2018 and that County Recruitment can advertise vacancies on my behalf.

On behalf of

Signed

Position

Date

On behalf of Pinson TM Limited.

Signed

Position

Date