

**OF FRONTLINE RECRUITMENT DERBY LIMITED ("THE COMPANY")**

1. These terms and conditions relate to:-
  - (a) the introduction and supply to the Client by the Company of temporary workers to cover short term requirements and
  - (b) the introduction to the Client by the Company of candidates for permanent positions.
2. In these terms and conditions:-
  - (a) **"the company"** includes Frontline Recruitment Derby Limited and its subsidiaries or holding companies from time to time and any subsidiary of any holding company.
  - (b) **"introduction"** means the presentation of a candidate or a temporary worker or the provision of details of a candidate or temporary worker by the Company to the Client whether or not it had knowledge of such candidate or temporary worker prior to the introduction;
  - (c) **"engagement"** includes the employment or use of a candidate or temporary worker in any capacity whatsoever whether temporary or permanent and whether under a contract of service or services or as an employee or self employed person or otherwise;
  - (d) **"total remuneration"** means a candidate's or temporary worker's annual gross salary or fees and the value of his other benefits including bonus (cars being valued at £4,000 per annum) calculated if the engagement is for less than a year by grossing up the actual salary or fees payable;
  - (e) **"candidate"** means any person introduced to the Client by the Company for a permanent post, whether or not previously known to the Client;
  - (f) **"assignment"** means the period advised by the Client to the Company for which any temporary worker is engaged by the Client at the commencement of such period;
  - (g) **"the Client"** means any company or body to whom or to which the Company introduces a candidate or a temporary worker with a view to his engagement; and
  - (h) **"temporary worker"** means any person introduced by the Company for a temporary post, whether or not previously known to the Client.

Where the context admits or requires the singular shall include the plural and the masculine shall include the feminine and vice versa.

3. These terms and conditions apply to all such supplies and introductions and by asking the Company to make any such supply or introduction the Client is deemed to have accepted these terms and conditions to the exclusion of any other terms and conditions. In the event of a conflict between these terms and conditions and any other terms and conditions these terms and conditions shall prevail unless expressly agreed otherwise in writing by a director of the Company. The Company is entitled to assume that any employee or agent of the Client has its authority to bind the Client (unless it notifies the Company otherwise in writing) and the Company is not required to seek confirmation of that authority.
4. The Company acts as an employment agency in the introduction of candidates for permanent positions and as an employment business in the introduction and supply of temporary workers (as such terms are defined in the Employment Agencies Act 1973) and any candidates or temporary workers introduced or supplied are not to be regarded as employees of the Company.
5. All introductions and candidate details are confidential and are supplied to the Client on the understanding that it will keep the information confidential and not disclose it to any third party without the Company's prior written consent.
6. The Company will not make any introduction or supply of candidates or temporary workers to the Client until it has supplied the Company with the following information:-
  - (a) details confirming the Client's personal and corporate identity and the nature of its business;
  - (b) the proposed start date for a candidate or temporary worker and the likely duration of the work;
  - (c) the position the Client is seeking to fill, together with a summary of the type of work the candidate or temporary worker would be required to do, the location and hours at which he would be expected to work, details of any potential health and safety risks and any steps the Client has taken to limit such risks including copies of any and all relevant risk assessments undertaken by the Client in respect of the position it is seeking to fill;
  - (d) details of the experience, training, qualifications and any authorisations required to be possessed by the candidate or temporary worker (either as required by law or a professional body, or as the Client considers necessary);
  - (e) any expenses payable by or to the candidate or temporary worker;
  - (f) the minimum rate of remuneration and benefits to be offered and the intervals at which payment would be made, and the length of notice a candidate in such a position would be required to give or entitled to receive, on termination of their engagement;
  - (g) written confirmation from the Client, signed by an authorised representative, confirming that it is aware of all the legal and/or professional requirements to be satisfied before the candidates or temporary workers can be supplied or engaged, together with confirmation that the supply by the Company to the Client of candidates or temporary workers will not be detrimental to the Client's interests; and
  - (h) written confirmation from the Client, signed by an authorised representative, confirming that it authorises the Company to disclose any and all information provided by the Client under this clause 6 to such of its officers and employees as the Company shall see fit, and authorising the Company and such officers and employees to disclose any of the information to candidates or temporary workers introduced or supplied by it.

**PERMANENT STAFF TERMS**

7. The Company's fee for acting as an employment agency in the introduction of a candidate for a permanent position which results, within six months of the introduction of such candidate, in an engagement is a percentage of the candidate's total remuneration calculated in accordance with the following table:

Total remuneration	% fee
£0.00 - £14,999.99	15% (minimum £1000 fee)
£15,000 - £19,999.99	17.5%
£20,000 - £24,999.99	20%
£25,000 - £39,999.99	25%
£40,000+	30%

Where the total remuneration is not known to the Company then the fee shall be equal to 200 times the Company's standard hourly rate for temporary workers of the category of the candidate. All introductions are subject to a minimum fee of £1000.

8. If the Client engages a candidate introduced by the Company in a permanent position and it lawfully terminates that engagement during a period of up to 8 weeks from the candidate commencing that engagement for the Client (except by reason of redundancy) the Client will be entitled to a rebate as follows:-
  - (i) up to two weeks worked 100% of fee paid (subject to £50 minimum charge)
  - (ii) up to three weeks worked 75% of fee paid
  - (iii) up to four weeks worked 50% of fee paid
  - (iv) up to five weeks worked 40% of fee paid
  - (v) up to six weeks worked 30% of fee paid
  - (vi) up to seven weeks worked 20% of fee paid
  - (vii) up to eight weeks worked 10% of fee paid
 No rebate will be given unless:-
  - (a) the Client has given to the Company satisfactory evidence that the candidate was incapable of performing that engagement; and
  - (b) the Company has received written notification from the Client of the engagement of the candidate within 14 days of it agreeing to that engagement; and
  - (c) the Company has received written notification from the Client within 7 days of the

- (d) the Client's account with the Company has been settled in full within 7 days of the invoice date.  
Should the Client or any subsidiary or associated company of the Client subsequently re-engage the candidate within a period of 6 calendar months from the date of termination the full fee in accordance with clause 7 will become due and payable.
9. If within six months of an introduction of a candidate to the Client by the Company acting as an employment agency the Client or any representative or employee of the Client refers such a candidate to any other person body firm or corporation which results in an engagement by that person body firm or corporation the Client must notify the Company and it will be liable:-
  - (a) if the candidate is used in a permanent capacity and the total remuneration is known to the Company for a fee as set out in Clause 7 above;
  - or
  - (b) in any other case, a fee equal to 200 times the Company's standard hourly rate for temporary workers of the category of the candidate.
 No rebate shall apply in respect of any such fee charged.
10. The Client agrees to notify the Company immediately on making an offer of engagement to a candidate introduced by the Company, and to notify the Company immediately on its acceptance by the candidate.
11. Where a candidate is engaged for a fixed period of less than 12 months then the introduction fee payable will be calculated by reference to the total remuneration which shall then be pro-rated depending on the duration of the engagement. Where the engagement continues after the expiry of the fixed period an additional fee will be payable depending on the duration of such extension, to amount to the difference between the original pro-rated fee and the fee payable on the actual period of engagement.

**TEMPORARY STAFF TERMS**

12. The Client shall pay the Company's charges for the supply of temporary workers. Rates vary according to category and grade of temporary worker supplied. The charge for the supply of a temporary worker shall be such amount as is advised to the Client at the time of booking, or if no such charge is advised, in accordance with the Company's scale of charges in force at the time, copies of which are available on request. Rates quoted are excluding VAT. These charges/rates are exclusive of any agreed travelling or other expenses which will be added to the invoice and shown separately. The Company will be responsible for any payment which may be required to be made by law by it in respect of tax and National Insurance contributions or otherwise on monies paid to the relevant temporary worker. The Company reserves the right to review and/or increase the rate chargeable for the supply of temporary workers whether during the course of an assignment or otherwise. The Client will of course be notified of such review as and when it happens. Any reviewed or increased rates will be payable in accordance with these terms and conditions.
13. Overtime charges and shift premiums will be added to the quoted charges/hourly rate, for:-
  - (a) hours worked in excess of 8 hours (standard working day) per day Monday to Friday;
  - (b) evening work and night work; and
  - (c) all hours worked on a Saturday, Sunday and Bank Holidays.
 For specific details contact the relevant recruitment consultant.
14. The Client shall countersign a completed timesheet in such form as the Company requires for each week (or part thereof) of an assignment being carried out by a temporary worker supplied by the Company showing a true record of the hours worked by the relevant temporary worker in that week and give such signed timesheet to the relevant temporary worker or return it direct to the Company to enable the Company to fulfill its contractual obligations to him. If the Client fails to sign any required timesheet the relevant temporary worker's record of hours worked may be accepted and the Client will be charged on that basis. Signature of the completed timesheet will be deemed to be conclusive evidence that the Client is satisfied with the work done by the temporary worker and that the Client agrees to pay the Company's charges without set-off, deduction or dispute. Unless and until the Company is notified of any dissatisfaction with the temporary worker, in accordance with clause 13 hereof, the Client will be deemed to be fully satisfied.
15. All temporary workers are deemed to be under the Client's direction, supervision and control. If the Client has any reasonable cause to complain that the services of a temporary worker supplied by the Company are unsatisfactory it should discontinue their services within 8 hours of the temporary worker commencing duties and inform the Company. If the Company does not provide a replacement worker no charge will be made, provided the Client gives the Company satisfactory evidence of a reasonable complaint and it has notified the Company of the temporary worker's termination orally on such termination taking place and in writing within 48 hours of the termination.
16. If, following the introduction or introduction and supply to the Client by the Company (acting as an employment business) of a temporary worker it agrees to an engagement of that worker (except directly through the Company on these terms and conditions) or the Client or a member of its staff refers that worker to some other person body firm or corporation resulting in an engagement by or through that person body firm or corporation the Client must notify the Company and it must:-
  - (a) where a worker has been introduced to the Client but not supplied by the Company, and there is an engagement of the worker either directly by the Client or through another employment business, and:
    - (i) where that worker is to be engaged in a permanent capacity and the total remuneration is known to the Company, either pay to the Company a fee as set out in Clause 7 above OR give the Company written notice that the Client will allow the Company to supply that worker to it on these terms and conditions for a fixed period of 16 weeks (where the worker works for a minimum of 37.5 hours each week), or
    - (ii) where the worker is to be used in a permanent capacity and the total remuneration is not known to the Company, or where that worker is not to be used in a permanent capacity, either pay to the Company a fee equal to 200 times the Company's standard hourly rate for that category of worker OR give the Company written notice that the Client will allow the Company to supply that worker to it on these terms and conditions for a fixed period of 16 weeks (where the worker works for a minimum of 37.5 hours each week);
  - (b) where a worker has been introduced to the Client but not supplied by the Company, and there is an engagement of the worker by a third party to whom the Client has introduced the worker; and
    - (i) where the worker is to be engaged in a permanent capacity and the total remuneration is known to the Company, pay to the Company a fee as set out in Clause 7;
    - (ii) where the worker is to be engaged in a permanent capacity and the total remuneration is not known to the Company or where that worker is not to be used in a permanent capacity, pay to the company a fee equal to 200 times the Company's standard hourly rate for that category of worker;
  - (c) where a worker has been introduced and supplied to the Client by the Company and there is an engagement of the worker either directly by it or through another employment business and:

termination of that engagement; and

- (i) where the worker is to be engaged in a permanent capacity and the total remuneration is known to the Company, either pay to the Company a fee as set out in Clause 7 above OR give the Company written notice that the Client will allow the Company to supply that worker to it on these terms and conditions for a fixed period of 16 weeks (where the worker works for a minimum of 37.5 hours each week);
  - (ii) where the worker is to be engaged in a permanent capacity and the total remuneration is not known to the Company, or where that worker is not to be used in a permanent capacity, either pay to the Company a fee equal to 200 times the Company's standard hourly rate for that category of worker OR give the Company written notice that the Client will allow the Company to supply that worker to it on these terms and conditions for a fixed period of 16 weeks (where the worker works for a minimum of 37.5 hours each week);
- (d) Where a worker has been introduced and supplied to you by the Company and there is an engagement of the worker by a third party to whom the Client has introduced the worker, and;
- (i) where the worker is to be engaged in a permanent capacity by that third party and the total remuneration is known to the Company, pay to the Company a fee as set out in Clause 7 above; or
  - (ii) where the worker is to be engaged in a permanent capacity and the total remuneration is not known to the Company or where that worker is not to be used in a permanent capacity, pay to the Company a fee equal to 200 times the Company's standard hourly rate for that category of worker;
- PROVIDED ALWAYS for the purposes of clauses (c) and (d) above that the Client shall not be required to pay a fee or give the Company written notice that it wishes to take an extended period of hire of that worker if the engagement takes place after the later of 8 weeks from the end of any earlier period of supply, or 14 weeks from the start of the first period of supply. Any gap of 6 weeks or less between periods of supply shall be included within the 14 week period, but where there is a gap of more than 6 weeks between periods of supply, the start date for the 14 week period shall be the start date of the next period of supply following the said gap of more than 6 weeks.
17. Where the circumstances outlined in Clause 16(a) or (c) apply and the Client has notified the Company that it chooses to allow the Company to supply the worker to it for a fixed period of 16 weeks (where the worker works for a minimum of 37.5 hours each week), rather than pay a fee, and where the supply of that worker does not in fact continue for the whole of that fixed period and the fact that the supply did not continue for the whole of that fixed period is not the fault of the Company, the Client shall be liable for a fee calculated in accordance with Clause 7. The Company retains its discretion to adjust the applicable fee pro rata to the actual period of supply.
  18. If the Client breaches any of these terms and conditions of business then the Company reserves the right to withdraw forthwith any temporary worker supplied to the Client without any liability being incurred on the Company's part.
- TERMS APPLICABLE TO BOTH PERMANENT AND TEMPORARY STAFF**
19. The Company's invoices are subject to VAT and all accounts are payable immediately on the date of issue of the invoice. The right is reserved in respect of any invoice not paid within 21 days to charge interest (without prior notification) at the rate of 1 per cent above the base rate from time to time in force of the Bank of England (both before and after any judgment) accruing on a daily basis on all amounts remaining outstanding from the date of the invoice until actual payment. Payment must be made without deduction or set-off. All costs charges and expenses incurred by the Company in recovering any outstanding account shall be paid by the Client on a full indemnity basis. Should any invoice be due and unpaid after twenty one days then all invoices raised shall become immediately due and payable. Save as specifically stated elsewhere in these terms and conditions, no rebates apply to the Company's charges.
  20. On receiving a request from the Client for a supply of a temporary worker or the introduction of a candidate for a permanent position the Company will endeavor to supply a suitable worker or candidate to the Client from its register. The Company however will not be responsible for the accuracy of any information supplied to the Client in respect of any candidate or temporary worker save in respect of any legal obligation on the Company to provide the Client with updated information where the same has been provided to or obtained by the Company. The Client is responsible for assessing the suitability of any candidate introduced for a permanent position and for engaging that candidate and taking up any reference supplied.
  21. The Client is responsible for ensuring that it holds any necessary licences, permits and consents etc for any work a temporary worker or candidate is required to do and in relation to any place where that work is to be carried out.
  22. The Client is responsible for ensuring that any temporary worker supplied by the Company has the necessary qualifications licences capability integrity and suitability for the purpose for which they are required other than where it is required by law that the Company obtains evidence of qualifications licences capability integrity and suitability. Temporary workers are under the direction and control of the Client from the time the temporary worker reports to take up duties and for the entire duration of the assignment and the Client agrees to be responsible for all acts, errors and omissions of the temporary worker whether willful, negligent or otherwise as though the temporary worker were an employee of the Client and the Client will in all respects comply with all statutes, byelaws and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff with particular reference to employers' and public liability insurance cover for the temporary worker (but excluding the matters specifically mentioned in clause 12). Where the temporary worker is a driver, then as far as reasonably possible the references of that temporary worker will be checked by the Company, together with all appropriate driving licences and driving permits. However, the Client agrees that it is responsible for all statutory duties as though the temporary worker were an employee of the Client, wherever applicable, in respect of driving licences and permits, drivers' hours and records, the issue and collection of tachograph cards, maintenance and safety of vehicles, health and safety legislation and liability insurances including but not limited to the provision of fully comprehensive insurance for the vehicle to be driven and its contents. If within 7 days prior to the commencement of an assignment with the Client, the temporary worker has worked for another Client of the Company as a driver, the Company will provide to the Client, on its written request, such information relating to the temporary worker and his hours of work during the previous 7 days as is available to the Company.
23. The Company does not warrant the ability, fitness or suitability of any candidate or temporary worker. Whilst the Company will endeavor to provide a temporary worker for the period of a booking this cannot be guaranteed for all or any part of the period and no liability shall attach to the Company for the failure to supply a worker for part of or the whole of the period of a booking.
  24. The Client is responsible for ensuring compliance with all health and safety and other legislation relating to any assignment and the supervision direction and control of any worker supplied to it. Accordingly any insurance cover should be arranged directly by the Client. The Client agrees that for the purpose of the Working Time Regulations 1998 all temporary workers supplied to it are to be treated by it as if they were its employees for the purpose of those Regulations and that it will at all times fully comply with those Regulations in respect of those Temporary Workers. Any duty or liability to temporary workers arising from the Regulations shall be the Client's sole duty and liability.
    - (a) Client agrees to undertake review meetings with The Employment Business to determine if any new Health and Safety risks have arisen that would affect Temporary Workers on the site. This meeting would typically be annually unless circumstances on the site materially change.
  25. The Company shall not be liable under any circumstances for any loss injury damage costs expenses or delay howsoever caused (and whether direct, indirect or consequential) arising directly or indirectly from the introduction or supply or engagement of any candidate or temporary worker and in particular without limitation to the foregoing the Company shall not be liable for any such loss injury damages costs expenses or delay arising from or in any way connected with:-
    - (a) failure of a candidate or temporary worker to meet the Client's requirements;
    - (b) any act or omission of a candidate or temporary worker whether willful negligent fraudulent dishonest reckless or otherwise.
 Provided that nothing in these terms shall be construed as purporting to exclude or restrict any liability of the Company to the Client for death or personal injury resulting from the Company's negligence as defined in the Unfair Contract Terms Act 1977.
  26. The liability of the Company to the Client for any breach by the Company of these terms and conditions or for any liability in negligence or otherwise shall not (save to the extent that such results in death or personal injury) exceed the Company's commission relating to the introduction or supply of the relevant candidate or temporary worker. In any event the Company will not be liable in relation to any matter not reported by the Client in writing to the Company within 3 working days of its occurrence.
  27. The Client shall indemnify the Company and keep it indemnified against all and any claims and liabilities howsoever arising in respect of any loss injury damage costs expenses or delays suffered or incurred by a candidate or temporary worker howsoever caused (whether arising out of the Client's acts omissions or otherwise) and against all and any claims made by any third party (arising from the Client's acts omissions or otherwise) and against all and any claims made by any third party arising directly or indirectly or in any way connected with the introduction or supply of a candidate or temporary worker to the Client or the acts or omissions of any such candidate or temporary worker whether willful reckless fraudulent negligent dishonest or otherwise. The Client shall also indemnify the Company against all and any claims made by any temporary worker supplied to it arising from or relating to The Working Time Regulations 1998.
  28. If within twelve months of the Client asking the Company to supply temporary workers or introduce permanent candidates to it or within twelve months of the completion by a temporary worker of his assignment with the Client or the engagement of a candidate by the Client (whichever shall be the later) it agrees to engage any person who is or was during that period an employee of the Company then the Client will become liable for a fee calculated in accordance with the provisions of Clause 7. No rebate shall apply in respect of any such fee charged.
  29. No variation of these Terms and Conditions is valid or binding unless approved in writing by a director of the Company.
  30. Where the Company is acting as an employment agency, unless the Client specifically authorises it in writing to do so, the Company cannot and will not, nor shall it be deemed to be authorised to, act as the Client's agent in entering into contracts on the Client's behalf with candidates or work-seekers. Where the Company is acting as an employment business it cannot and will not act as the Client's agent in entering into contracts on the Client's behalf with candidates or work-seekers in any circumstances.
  31. The Client agrees, forthwith upon demand, to provide the Company with complete and accurate written details of any candidate or temporary worker's total remuneration and hereby warrants that any such details provided by the Client are and will be complete and accurate.
  32. Where the temporary worker to be supplied will be supplied through the medium of a limited company contractor and that limited company contractor has not given notice to the Company that it and the person or persons to be supplied by it wish to opt out of the application to them of the Conduct of Employment Agencies and Employment Businesses Regulations 2003/3319 these terms and conditions shall be construed as if each reference to a temporary worker includes a reference to any person or persons supplied by the temporary worker to carry out the work.
  33. These Terms and Conditions shall be governed by and be construed in accordance with the law of England and Wales and the Client hereby submits to the non-exclusive jurisdiction of the courts of England and Wales in relation to any claim or matter arising out of these Terms and Conditions.
  34. These Terms and Conditions of Business are valid from August 2005 and supersede and replace all previous Terms and Conditions of Business of the Company.
  35. Frontline Recruitment has a formal complaints procedure as recognised by the Recruitment & Employment Confederation, the procedure is available on the Companies website at the address shown below.
  36. In the event of a change in Government legislation during the course of this agreement, both parties agree to review such changes and implement any necessary amendments to this agreement, including any increase in direct costs beyond the control of the supplier.

Agreed by ..... Signature ..... Position .....

For and on behalf of ..... Date .....