



Terms and Conditions of Business for Temporary and Contract Staff

1 Definitions

In these Terms and Conditions the following words shall have the following meanings:

- 1.1 "Assignment" shall mean the period during which the Temporary Worker is supplied by the Company to render services to the Client.
- 1.1 "Company" means DC Initiatives LLP and any associated companies.
- 1.2 "Client" means any person, firm, organisation or company as defined by the Companies Act 1985 (as amended) and Companies Act 2006 to which a Candidate is Introduced.
- 1.3 "Candidate" means the person introduced by the Company to the Client for an Assignment, any officer or employee of the Candidate, if the Candidate is a Limited Company and any member of the Company's own staff.
- 1.4 "Temporary Worker" shall mean the individual who is Introduced by the Company to render services to the Client.
- 1.5 "Contract Worker" shall mean a Candidate engaged by the Client on a fixed term Assignment and whereby the Contract Worker contracts directly with and is paid by the Client.
- 1.6 "Remuneration Package" means the projected total gross remuneration in the first year of Engagement being the aggregate value of salary, any bonus or commission payments (whether guaranteed or anticipated) car or car allowance, pension, health insurance and other emoluments. If the value of any part of the projected Remuneration Package is uncertain the best estimate available shall be used. If a car is provided to the as part of his remuneration £5,000 will be added to his total remuneration for the purposes of calculating the Remuneration Package.
- 1.7 "Engages / Engaged / Engagement" means the engagement, employment or use of the Temporary Worker directly by the client or any Third Party or through any other employment business on a permanent or 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.
- 1.8 "Introduced / Introduces / Introduction" means (i) the supply of a Candidate's CV or other information about a Candidate to the Client (or such third party at the request of the Client); (ii) the Client's interview with a Candidate which results in an Engagement of such Candidate; and/or (iii) the supply of a Candidate's identity to the Client.
- 1.9 References to the singular shall, where appropriate, be deemed to include the plural and reference to the masculine gender shall, where appropriate, include the feminine and neuter gender.

- 1.10 "Terms" and "Terms and Conditions" means this document and any other document varying these terms as provided for in this document.
- 1.11 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 Company and the Client for the supply of the Temporary Worker's services 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 The Client undertakes to notify the Company immediately of its intention to:
- Engage a Candidate Introduced by the Company;
 - Extend the Assignment of or otherwise engage directly a worker Introduced or supplied by the Company;
 - Engages (directly or indirectly) a Temporary Worker on a permanent or temporary basis or otherwise (including through another agency or Limited Company).
- 2.3 All Temporary Workers supplied by the Company are engaged by the Company under contracts for services.
- 2.4 These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a Partner or Director of the Company, will prevail over any other Terms of Business or purchase conditions put forward by the Client.
- 2.5 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Company 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 Provision of Services

- 3.1 The Company will use its reasonable endeavours to ensure that Candidates are efficient, honest and reliable but the Company gives no warranty in this regard and it remains the Client's responsibility to ensure that the Candidate is suitable for the Client's requirements.
- 3.2 During the period of each Assignment, each Temporary Worker will be under the Client's direction, supervision, management and control as to the manner in which they perform the Assignment.
- 3.3 The Client is responsible for the health and safety of each Temporary Worker and for providing adequate insurance for each Temporary Worker during the period of an Assignment.
- 3.4 If the Temporary Worker proves wholly unsatisfactory to the Client at the commencement of an Assignment so as to render the services to be of little or no worth to the Client, the Company will cancel the charge for the time worked by the Temporary Worker on that day provided that:

- The Company is notified by the Client within four hours from the commencement of work;
- The Temporary Worker leaves immediately;
- The notification is confirmed in writing.
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4 Charges

- 4.1 The Client agrees to pay the Company's Fee (which may be either hourly or daily) as shall be notified to and agreed with the Client.
- 4.2 The Fee payable will be calculated according to the number of hours (to the nearest quarter hour) or days worked by the Temporary Worker and comprise of mainly the Temporary Worker's rate but also include the Company's commission and, where appropriate, employer's National Insurance and the Temporary Worker's holiday entitlement under the Working Time (Amendment) Regulations 2002. Arrangements for SSP, SMP and other expenses including other legislative charges shall be made separately between the Company and Client.
- 4.3 Expenses incurred by the Temporary Worker whilst on the Client's business, such as travel, hotel, subsistence are not included in the Company's Fee and should be agreed separately between the Candidate and Client.
- 4.4 VAT, at the prevailing rate, is payable on all charges.
- 4.5 Fees are invoiced to the Client on a weekly basis and are payable within seven days. The Company reserves the right to charge interest on invoiced amounts unpaid for more than seven days from the due date until the date of payment, in accordance with the amended Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002
- 4.6 There are no rebates payable in respect of the charges of the Company.

5 Information to be Provided

- 5.1 When making an Introduction of a Temporary Worker to the Client the Company 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; whether the Temporary Worker will be employed by the Company under a contract of service or supply services through a Limited Company; and that the Temporary Worker is willing to work in the Assignment.
- 5.2 Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day following, save where the Temporary Worker is being Introduced for an Assignment in the same position as one in which the Temporary Worker had previously been supplied within the previous five business days and such information has already been given to the Client.

6 Time Sheets

- 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 Company's Time Sheet, verifying the number of hours or days 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 Company as soon as is reasonably practicable and shall cooperate fully and in a timely fashion with the Company to enable the Company to establish what hours, if any, were worked by the Temporary Worker. Failure to sign the Time Sheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.

- 6.3 The Client shall not be entitled to decline to sign a Time Sheet 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 3.4 above.

7 Payment of the Temporary Worker

- 7.1 The Company 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 Contract Workers

- 8.1 The Client shall pay the Company a Fee in respect of each Candidate engaged as a Contract Worker (an "Introduction Fee") whether or not the Contract Worker has been supplied to them by the Company previously. The Introduction Fee shall be calculated as a percentage of the Contract Worker's annualised Remuneration Package (for a period of either three calendar months or otherwise for the contract period agreed between the Parties (the "Contract Period"), whichever is the greater. For the avoidance of doubt, any period previously worked by the Contract Worker for the Client as a Temporary Worker or Contract Worker will not count towards the contract period for the purpose of calculating the Introduction Fee. The Client is responsible for paying the Contract Worker's charges. The Introduction Fee is calculated in accordance with our Terms and Conditions of Business for Permanent Staff, plus a 2.5% administrative charge. These Terms and Conditions are from time to time in place and available on request.
- 8.2 Where the Contract Period is extended by the Client or renewed for the Contract Worker to provide services capable of being supplied under the Standard Terms within 12 months of the end of an Assignment, the Client shall pay a further Fee to the Company in respect of the extension or renewal period calculated in accordance with the Standard Terms and Conditions of Business for Permanent Staff.
- 8.3 The Client agrees that no refund or rebate shall be payable by the Company in respect of any Fees paid to the Company pursuant to these Terms in any circumstances whatsoever.
- 8.4 All Fixed Term and Contract Engagements will be for a minimum of 13 weeks. No refunds shall be applicable to Fixed Term and Contract Engagements.

9 Transfer and Introduction Fees

- 9.1 In the event that the Client wishes to employ or otherwise engage a Temporary Worker (either directly or indirectly, including through another agency or Limited Company) or wishes to refer the Temporary Worker on to another Third Party for employment or engagement in a capacity capable of being supplied under these Standard Terms and that Temporary Worker is subsequently engaged, then the Client shall pay an Introductory Fee as set out in Appendix 1.

10 Liability

- 10.1 The Client will not bring any claim arising out of or in connection with these Terms against any individual member, partner, employee or consultant of the Company in their personal capacity. Any duty of care which would otherwise, as a matter of law, be owed to you by any of the Company's partners, employees or consultants is excluded from these Terms. However, this does not alter or reduce the liability which the Company may have to you.
- 10.2 Whilst every effort is made by the Company to give satisfaction to the Client by ensuring reasonable

Appendix 1

- 13.1 Transfer Fees where a Worker has been supplied:
In the event of the Engagement by the Client of a Temporary Worker supplied by the Company for an Assignment either (i) directly or (ii) pursuant to being supplied by another employment business, during the Assignment or within whichever is the longer of either
- 14 weeks from the start of the first Assignment (each new Assignment where there has been a break of more than 42 days (6 weeks) since the end of a previous Assignment shall also be considered to be the "First Assignment" for these purposes) or
 - 8 weeks from the day after the last day the Temporary Worker worked on the Assignment
- The Client shall be liable, subject to electing by giving seven days prior notice to either:
- (a) An extended period of hire of the Temporary Worker being an extension of the original assignment shall be calculated at the same hourly fee as previously agreed
 - (b) A Transfer Fee calculated in accordance with the Company's Terms and Conditions of Business for the supply of Permanent Staff, a copy of which is available upon request. 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.
- However, where the Client does not give such notice before the Temporary Worker is Engaged the parties agree that the Transfer Fee shall be due.
- 13.2 Introduction Fees where a Worker is introduced but not supplied:
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 Company 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 within 12 months from the date of the Introduction, the Client shall be liable, subject to electing upon giving seven days notice to either:
- (a) A period of hire of the Temporary Worker being that of the original Assignment shall be calculated at the same Fee as previously agreed
 - (b) A Transfer Fee calculated in accordance with our Terms and Conditions of Business for the supply of Permanent Staff, of copy of which is available upon request. 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.
- However, where the Client does not give such notice before the Temporary Worker is Engaged the parties agree that the Transfer Fee shall be due.
- 13.3 In the event that the Engagement of the Temporary Worker is for a fixed term of less than 12 months, the Fee in Clause 13.1(b) or 13.2(b), 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 three 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.
- 13.4 Inability to supply during the period of hire if the Client elects for a period of hire, as set out in Clauses 13.1(a) or 13.2(a), but before the end of such period Engages the Temporary Worker supplied by the Company either directly or pursuant to being supplied by another employment business or the Temporary Worker chooses not to be supplied for the period of hire, the Transfer or Introduction Fee calculated in accordance with either 13.1(b) or 13.2(b) may be charged, reduced by such percentage to reflect any period of hire already undertaken by the Temporary Worker and paid for by the Client.
- Where period(s) of absence due to illness or injury prevent the Temporary Worker from being employed or supplied for four or more days, which shall be qualifying days for the purposes of Statutory Sick Pay (SSP), during the period of hire as set out above, the period of hire shall be extended by a period equivalent to the total period of absence. Where the Company pays the Temporary Worker SSP during the period of hire an equivalent amount shall be charged to and by payable by the Client in addition to the charges agreed pursuant to Clause 4.1.
- 13.5 Transfer Fees where there has been an introduction to and Engagement by a Third Party.
In the event that a Temporary Worker supplied to a Client is introduced by the Client to a Third Party which results in the Engagement of the Temporary Worker by the Third Party during the Assignment or within whichever is the longer of either.
- 14 weeks from the start of the first Assignment (each new Assignment where there has been a break of more than 42 days (six weeks) since the end of the previous Assignment shall also be considered to be the "First Assignment" for these purposes) or
 - 8 weeks from the day after the last day the Temporary Worker worked on the Assignment
- The Client shall be liable to pay a Transfer Fee calculated in accordance with Clause 13.1(b).
- 13.6 Introduction Fees where there has been an Introduction but no supply resulting in an Engagement by a Third Party. 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 Company to the Client, but 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 12 months from the date of Introduction, the Client shall be liable to pay an Introduction Fee calculated in accordance with Clause 13.2(b).