

TERMS AND CONDITIONS OF BUSINESS

1. DEFINITIONS

- 1.1 In these terms of business the following terms of business 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.
- 'Employment Business'** means Recra Recruitment Solutions Ltd - Registration Number: 14432307
- 'Engagement'** means any employment or use of the Temporary Worker 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.
- 'Fee Structure'** the standard fee structure of the Employment Business relating to Assignments and Engagements at the then prevailing rate.
- 'Introduction'** means the client's interview of a Temporary Worker in person or by the telephone, following the clients instruction to the Employment Business to search for a Temporary Worker, or the passing to the Client of a curriculum vitae or other information which identifies the Temporary Worker and 'introduced' shall be construed accordingly.
- 'Temporary Worker'** means the person whose services are supplied or referred by the Employment Business to the client.
- 1.2 Unless the context otherwise requires references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3 The headings contained in these Terms are for convenience only and do not affect their interpretation.

2. THE CONTRACT

- 2.1 These terms govern 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 the services of, interview with or Engagement of the Temporary Worker.
- 2.2 No variation or alteration to these terms shall be valid or binding upon the Employment Business unless approved by a Director of the Employment Business in writing.
- 2.3 Unless otherwise agreed in writing by a Director of the Employment Business, these Terms prevail over any Terms of Business or purchase conditions put forward or sought to be imposed by the Client.

3. HIRER OBLIGATIONS

- 3.1 To enable the Employment Business to comply with its obligations under the Conduct Regulations the Hirer undertakes to provide to the Employment Business details of the position which the Hirer seeks to fill, including the following:
- 3.1.1. the type of work that the Agency Worker would be required to do;
- 3.1.2. the location and hours of work;
- 3.1.3. the experience, training, qualifications and any authorisation which the Hirer considers necessary or which are required by law or any professional body for the Agency Worker to possess in order to work in the position;
- 3.1.4. any risks to health or safety known to the Hirer and what steps the Hirer has taken to prevent or control such risks;
- 3.1.5. the date the Hirer requires the Agency Worker to commence the Assignment;
- 3.1.6. the duration or likely duration of the Assignment.
- 3.2. The Hirer 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 Hirer will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. If the Hirer requires the services of an Agency Worker for more than 48 hours in any week during the course of an Assignment, the Hirer must notify the Employment Business of this requirement before the commencement of the Assignment or at the very latest, where this is not reasonably practicable, before the commencement of the week in which the Hirer requires the Agency Worker to work in excess of 48 hours.
- 3.3. The Hirer will comply with its obligations under Regulation 12 (Rights of agency workers in relation to access to collective facilities and amenities) and 13 (Rights of agency workers in relation to access to employment) of the Agency Workers Regulations.
- 3.4. To enable the Employment Business to comply with its obligations under the Agency Workers Regulations, the Hirer undertakes as soon as possible prior to the commencement of each Assignment and during each Assignment (as appropriate) and at any time at the Employment Business' request:
- 3.4.1. to inform the Employment Business of any Calendar Weeks since 1 October 2011 in which the relevant Agency Worker has worked in the same or a similar role with the Hirer via any third party prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment which count or may count towards the Qualifying Period;

- 3.4.2. if, since 1 October 2011, the Agency Worker has worked in the same or a similar role with the Hirer via any third party prior to the date of commencement of the relevant Assignment and/or works in the same or a similar role with the Hirer via any third party during the relevant Assignment, to provide the Employment Business with all the details of such work, including (without limitation) details of where, when and the period(s) during which such work was undertaken and any other details requested by the Employment Business;
- 3.4.3. to inform the Employment Business if, since 1 October 2011, the Agency Worker has prior to the date of commencement of the relevant Assignment and/or during the relevant Assignment:
- 3.4.3.1. completed two or more assignments with the Hirer;
- 3.4.3.2. completed at least one assignment with the Hirer and one or more earlier assignments with any member of the Hirer's Group; and/or
- 3.4.3.3. worked in more than two roles during an assignment with the Hirer and on at least two occasions worked in a role that was not the same role as the previous role;
- 3.4.4. save where the Agency Worker will not complete the Qualifying Period during the term of the Assignment, to:
- 3.4.4.1. provide the Employment Business with written details of the basic working and employment conditions the Agency Worker would be entitled to for doing the same job if the Agency Worker had been recruited directly by the Hirer as an employee or worker at the time the Qualifying Period commenced or with those of a Comparable Employee, such basic working and employment conditions being the Relevant Terms and Conditions;
- 3.4.4.2. inform the Employment Business in writing whether the Relevant Terms and Conditions provided are those of a hypothetical directly recruited employee or worker or those of a Comparable Employee;
- 3.4.4.3. if the Relevant Terms and Conditions provided are those of a Comparable Employee, provide the Employment Business with a written explanation of the basis on which the Hirer considers that the relevant individual is a Comparable Employee; and
- 3.4.4.4. inform the Employment Business in writing of any variations in the Relevant Terms and Conditions made at any time during the relevant Assignment after the Qualifying Period commenced; and
- 3.4.5. save where the Agency Worker will not complete the Qualifying Period during the term of the Assignment, to provide the Employment Business with written details of its pay and benefits structures and appraisal processes and any variations of the same.
- 3.5. In addition, for the purpose of awarding any bonus to which the Agency Worker may be entitled under the Agency Workers Regulations, the Hirer will:
- 3.5.1. integrate the Agency Worker into its relevant performance appraisal system;
- 3.5.2. assess the Agency Worker's performance;
- 3.5.3. provide the Employment Business with copies of all documentation relating to any appraisal of the Agency Worker, including without limitation written details of the outcome of any appraisal and the amount of any bonus awarded; and
- 3.5.4. provide the Employment Business with all other assistance the Employment Business may request in connection with the assessment of the Agency Worker's performance for the purpose of awarding any bonus.
- 3.6. The Hirer will comply with all the Employment Business' requests for information and any other requirements to enable the Employment Business to comply with the Agency Workers Regulations.
- 3.7. The Hirer warrants that:
- 3.7.1. all information and documentation supplied to the Employment Business in accordance with clauses 3.4, 3.5 and 3.6 is complete, accurate and up-to-date; and
- 3.7.2. it will, during the term of the relevant Assignment, immediately inform the Employment Business in writing of any subsequent change in any information or documentation provided in accordance with clauses 3.4, 3.5 and 3.6;
- 3.8. Without prejudice to clauses 14.7 and 14.8, the Hirer shall inform the Employment Business in writing of any:
- 3.8.1. oral or written complaint the Agency Worker makes to the Hirer which is or may be a complaint connected with rights under the Agency Workers Regulations; and
- 3.8.2. written request for information relating to the Relevant Terms and Conditions that the Hirer receives from the Agency Worker as soon as possible but no later than 7 calendar days from the day on which any such oral complaint is made to or written complaint or request is received by the Hirer and the Hirer will take such action and give such information and assistance as the Employment Business may request, and within any timeframe requested by the Employment Business, in order to resolve any such complaint or to provide any such information in a written statement to the Agency Worker within 28 days of the Hirer's receipt of such a request in accordance with Regulation 16 of the Agency Workers Regulations and the Hirer will provide the Employment Business with a copy of any such written statement.
- 3.9. The Hirer undertakes that it knows of no reason why it would be detrimental to the interests of the Agency Worker for the Agency Worker to fill the Assignment.

- 4. INFORMATION TO BE PROVIDED BY THE EMPLOYMENT BUSINESS TO THE HIRER**
- 4.1. When Introducing an Agency Worker to the Hirer the Employment Business shall inform the Hirer:
- 4.1.1. of the identity of the Agency Worker;
- 4.1.2. that the Agency Worker has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment;
- 4.1.3. that the Agency Worker is willing to work in the Assignment; and
- 4.1.4. the Charges.
- 4.2. 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 (excluding Saturday, Sunday and any Public or Bank Holiday) following, save where the Agency Worker is Introduced for an Assignment in the same position as one in which the Agency Worker had previously been supplied within the previous 5 business days and such information has already been given to the Hirer, unless the Hirer requests that the information be resubmitted.
- 5. CHARGES & PAYMENT TERMS**
- 5.1. The Client agrees to pay hourly charges to the Employment Business as notified at the commencement of the Assignment and as may be varied from time to time during the Assignment. The charges are calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour). The charges are composed mainly of the Temporary Workers remuneration but also include the Employment Business' commission, employers national Insurance Contributions (where relevant) 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 is payable on the entirety of these charges.
- 5.2. These charges are invoiced to the client on a weekly basis and are payable 7 Days from the end of month dated on the invoice unless the Employment Business otherwise agrees in writing with the Client that an alternative time period for payment applies.
- 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 less than one week or is completed before the end of a week) the Client shall sign the Employment Business' time sheet verifying the number of hours worked by the Temporary Worker during that week For the avoidance of doubt the hours indicated in the time sheets represent the hours for which the Client will be invoiced and do not represent any break or rest periods of the Temporary Worker.
- 6.2. Signature of the time sheet by the Client indicates satisfaction with the services provided by the Temporary Worker and confirmation of the hours worked. Failure to sign the time sheet does not absolve the Client's obligation to [pay the charges in respect of the hours worked by the Temporary Worker.
- 7. REMUNERATION**
- 7.1. The Employment Business assumes responsibility for payment of the Temporary Workers remuneration and where appropriate for the deduction and payment of National Insurance Contributions and PAYE Income Tax or other sums required by law applicable to the Temporary Worker.
- 8. INTRODUCTION FEES**
- 8.1. If the Client engages a Temporary Worker introduced by the Employment Business, or introduces a Temporary Worker to any third party who then engages the Temporary Worker (or, where applicable, if the Temporary Worker has become incorporated under a limited company, engages that limited company) the Employment Business reserves the right to charge an introduction fee calculated at up to 20% of the annual gross taxable remuneration and emoluments payable to the Temporary Worker provided that the engagement takes place within a period of 8 weeks from the last date of the termination of the Assignment or 14 weeks from the first date of the assignment under which the Temporary Worker was last supplied, or if there was no Assignment, within 6 months of the introduction of the Temporary Worker by the Employment Business. Where the client fails to inform the Employment Business of the annual remuneration, the introduction fee will be calculated by multiplying the hourly charge of the Employment Business for the Temporary Workers' services by up to 250. No refund of the introduction fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due. The Client shall be liable, to either an extended period of hire or a Transfer Fee the length or amount of which is to be agreed between the Employment Business and the Client.
- 9. LIABILITY**
- 9.1. Whilst every effort is made by the Employment Business 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 Clients booking details, the Employment Business is not liable for any loss, expense, damage or delay (whether direct, indirect or consequential) which may be suffered or incurred by the Client 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 or if the Temporary Worker terminates the assignment for any reason. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.

- 9.2 Temporary Workers are engaged by the Employment Business under Contracts for Services. They 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 the acts, errors or omissions of the Temporary Worker, whether willful, negligent or otherwise as though he/she was on the payroll of the Client. The Client will also comply in all respects with all relevant statutes including, for the avoidance of doubt, the Data Protection Act 1998, the Working Time Regulations, 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 5 above) including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments. The Client shall also advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Temporary Worker. 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 the Regulations. Where the Client requires 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 this requirement before commencement of that week.
- 9.3 The Client shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with clause 7.2 and/or as a result of any breach of these Terms by the Client.

10 TERMINATION

- 10.1 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 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.
- (a) Within four hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours, or
- (b) 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 either writing, telephone call or email to the Employment Business within 48 hours of the termination of the Assignment.

- 10.2 Any of the Client, the Employment Business or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability.
- 10.3 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 he/she is unable to attend work for any reason.

11 LIMITED COMPANIES

- 11.1 The Client acknowledges that the Employment Business may provide a limited company to supply the services to the Client. These Terms of Business shall apply equally to the supply of limited companies except as follows -
- 9.11 All references to 'Employment Business' and 'Temporary Worker' shall be replaced with 'Company' and 'Contractor' respectively.
- 9.12 'Company' shall be defined as Recra Resourcing Solutions Ltd.
- 9.13 'Contractor' shall be defined as the limited company introduced to the client by the Company and engaged by the Client to carry on the Assignment (and includes any officer, employee or representative thereof)
- 9.14 Clause 7.2 shall apply insofar as the provisions apply are relevant to the supply of services by limited companies.

12 DATA PROTECTION ACT

- 12.1 The Employment Business supplies data to the Client relating to the Temporary Worker for the purpose of performing the contract between the Employment Business and the Client. The Client shall process personal data in relation to the Temporary Workers in accordance with these purposes only and shall comply in full with the provisions of the Data Protection Act 1998. In particular but without prejudice to the generality of the foregoing, the Client shall not pass any personal data relating to Temporary Worker to any third party except to its own employees on a need to know basis.

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.

- 14 Receipt of these Terms of Business confirms agreement and understanding of all of the Terms stated. The Employment Business also reserves the right to change any of the above terms at any time giving notice to our Clients prior to this.

- 15 Recra Recruitment Solutions Ltd shall never charge any worker a fee for seeking or assisting them in seeking employment, nor shall any related costs be imposed on the worker.



I can confirm that I am authorized to sign the above terms and conditions of business.

Name of business (Client):

Company Registration Number:

X _____

X _____

Signed for and behalf of the client:

(print name here):

X _____

X _____

Position within company:

Date:

X _____

X _____

*Acceptance of a (worker / candidate / arranged introduction / interview) is confirmation of acceptance of these terms and conditions