**DEFINITIONS & INTERPRETATION**

In these Terms of Business, the following definitions apply:

**Agency** means **LucyJames Recruitment Limited** (registered in England and Wales No. 16281774 registered office: [143 Stanwell Road, Ashford TW15 3QN](https://www.bing.com/ck/a?!&&p=4fa533dc36822c03935d0d03527fd70f26bd191b90769d7e63ddbe15f70efbebJmltdHM9MTc0MTIxOTIwMA&ptn=3&ver=2&hsh=4&fclid=0db54922-5e51-6124-0267-5db75f326074&u=a1L21hcHM_Jm1lcGk9MTA5fn5Ub3BPZlBhZ2V-QWRkcmVzc19MaW5rJnR5PTE4JnE9SHVudCUyMEZvcmQlMjAlMjYlMjBDbyUyMEFjY291bnRhbnRzJnNzPXlwaWQuWU4xMDI5eDE0NTY3NDY2MDMxNjc1Mjk2MjcwJnBwb2lzPTUxLjQzMjQxODgyMzI0MjE5Xy0wLjQ3MjY2NTAxMTg4Mjc4Ml9IdW50JTIwRm9yZCUyMCUyNiUyMENvJTIwQWNjb3VudGFudHNfWU4xMDI5eDE0NTY3NDY2MDMxNjc1Mjk2MjcwfiZjcD01MS40MzI0MTl-LTAuNDcyNjY1JnY9MiZzVj0xJkZPUk09TVBTUlBM&ntb=1).

**Agency Worker** means a Temporary Worker who is introduced by the Agency to provide Services to the Client on a temporary basis under the SDC of the Client, including, where applicable, a worker directly engaged by the Agency under a contract for services, a Contractor or an employee of an umbrella company.

**Assignment** means assignment services to be performed by the Temporary Worker for the Client for a period of time during which the Temporary Worker is supplied by the Agency to work temporarily for and under the supervision and direction of the Client.

**AWR** means the Agency Workers Regulations 2010.

**Assignment Details Form** means written confirmation of the assignment details agreed with the Client prior to the commencement of the Assignment, including duration, identity of the Temporary Worker, the hourly rate charged by the Agency, and any other relevant information.

**AWR Claim** means any complaint or claim to a tribunal or court made by or on behalf of the Temporary Worker against the Client and/or the Agency for any breach of the AWR.

**Charges** means the charges made by the Agency for the supply of the Temporary Worker, including the Temporary Worker’s hourly or daily rate, Agency’s commission and, in respect of a Temporary Worker who is an Agency Worker, any Employer’s National Insurance contributions, pension contributions, holiday pay, and additional monies due pursuant to the AWR.

**Client** means the business to which the Temporary Worker is Introduced by the Agency, including, where the Client is a corporate entity, any holding, subsidiary, or associated company.

**Conduct Regulations** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended).

**Contractor** means a limited company Temporary Worker that provides the Services through its directors, employees, or subcontractors.

**Control** refers to (a) the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or similar rights of ownership; or (b) the power to direct or cause the direction of the affairs and/or general management of the company, partnership, statutory body, or other entity in question, whether through the ownership of voting capital, by contract, or otherwise.

**Data Protection Laws** means the Data Protection Act 2018, the UK General Data Protection Regulation (UK GDPR), and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data.

**BASIS OF CONTRACT**

These Terms comprise the entire agreement between the Agency and the Client for the supply of a Temporary Worker to the Client and shall prevail over any alternative terms proposed by the Client.

These Terms shall be deemed accepted by the Client upon signing the Terms to confirm acceptance, the Client acting upon an Introduction, Engaging the Temporary Worker, or otherwise utilising the Temporary Worker’s services, whichever occurs first.

The Client shall not rely on any statement, promise, or representation made by or on behalf of the Agency which is not set out in these Terms.

No variation or alteration to these Terms shall be valid unless agreed in writing between a director of the Agency and the Client.

For the purposes of the Conduct Regulations, the Agency shall be acting as an employment business and not an employment agency when introducing or supplying a Temporary Worker for an Assignment with the Client.

Unless the Agency notifies the Client that a Temporary Worker has opted out of the Conduct Regulations, the Conduct Regulations shall be deemed to apply to any Assignment carried out by a Temporary Worker.

**CLIENT OBLIGATIONS**

The Client agrees to:

1. Provide all necessary details regarding the position(s) to be filled by completing and returning the Assignment Details Form to the Agency.
2. Ensure compliance with the Working Time Regulations 1998 (WTR) by providing relevant information about the Assignment and not causing the Agency to breach WTR obligations.
3. Assist the Agency in complying with its obligations under the AWR, including:
	* Providing Agency Workers with access to collective facilities and amenities.
	* Providing information on any previous assignments the Agency Worker has undertaken.
	* Sharing relevant terms and conditions applicable to actual or hypothetical comparators.
4. Notify the Agency immediately if:
	* The Client intends to Engage a Temporary Worker.
	* An Assignment is to be extended or otherwise varied.
	* The Temporary Worker is unable to attend work.
	* There is any health and safety matter that requires notification.
5. Ensure the Temporary Worker is provided with a safe working environment, appropriate PPE, and necessary training for health and safety compliance.

**CHARGES AND PAYMENT TERMS**

1. The Client shall pay invoices within **30 days** of receipt. VAT shall be payable on all invoices.
2. The Agency may vary Charges to reflect changes in statutory obligations, including AWR compliance.
3. The Client must raise any disputes within **14 days** from the invoice date. Failure to do so will render the invoice payable in full.
4. Invoices not paid within terms will accrue interest at **8% above the Bank of England base rate**, and any collection or legal costs incurred will be chargeable to the Client.

**TRANSFER FEES**

1. The Client shall pay a **Transfer Fee** equivalent to **12.5% of the Temporary Worker’s annual remuneration** if the Client engages the Temporary Worker directly or introduces them to a third party within **6 months** of the Introduction or within the Relevant Period.
2. Alternatively, the Client may extend the Assignment for a Period of Extended Hire (26 weeks) to avoid paying a Transfer Fee.

**TERMINATION OF ASSIGNMENT**

1. Assignments may be terminated by either party with **7 days’ notice**, unless otherwise agreed.
2. Immediate termination is permitted where:
	* Either party commits a serious breach of these Terms.
	* The Client’s financial position deteriorates to the point where fulfilling contractual obligations is in jeopardy.
	* The Agency does not receive timely payment for services rendered.
3. The Client must inform the Agency immediately if a Temporary Worker fails to attend work.

**LIABILITY & INDEMNITY**

1. The Agency shall not be liable for any loss, damage, or misconduct by a Temporary Worker, nor for any failure to provide a Temporary Worker for all or part of an Assignment.
2. The Client shall indemnify the Agency against any claim, loss, or liability arising from:
	* Breach of contract, statutory duty, or negligence by the Client.
	* Any demand for PAYE/NIC contributions where the Client has incorrectly determined the Temporary Worker’s tax status.
	* Any AWR-related claim made by a Temporary Worker.

**CONFIDENTIALITY & DATA PROTECTION**

1. All information relating to Agency Workers is confidential and subject to Data Protection Laws.
2. The Client must ensure that personal data provided by the Agency is used only for work-finding services and not disclosed to third parties.
3. The Agency agrees to keep all Client information confidential and not to use such information beyond the scope of these Terms.

**GENERAL PROVISIONS**

1. These Terms are governed by **English law** and subject to the **exclusive jurisdiction of the courts of England and Wales**.
2. If any provision is found to be unenforceable, the remainder of these Terms shall continue in full force and effect.
3. The Client may not assign its rights under these Terms without the written consent of the Agency.

By signing below, the Client acknowledges acceptance of these Terms:

|  |  |
| --- | --- |
| **Company Name**  |  |
| **Client Contact**  |  |
| **Position**  |  |
| **Email Address** |  |
| **Date**  |  |
| **Digital Signature or Initial**  |  |

*Note: If these terms are not signed/initialled and returned, the signing/approval/payment of a timesheet or electronic record will constitute acceptance.*

**Please note: In line with our company policy and commitment to sustainability, LucyJames Recruitment only accepts digital signatures. We are actively working to reduce paper use within our business.**