

# VICTORY RECRUITMENT LTD

## TEMPORARY STAFF TERMS OF BUSINESS

### 1. DEFINITIONS

1.1 These Terms of Business (Terms) are between Victory Recruitment Ltd acting as an employment business (we/us) and the Client (you) and the following definitions apply:

"Assignment"	means the period during which the Contractor is supplied to render services to you;
"Client"	means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 2006 to whom the Contractor is supplied or introduced;
"Contractor"	means the limited company or self employed person supplied or Introduced to you by us to carry out an Assignment (and save where otherwise indicated, includes any officer, employee or representative thereof).
"Data Protection Legislation"	means the Data Protection Act 2018, the General Data Protection Regulation (2016/679), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy and also including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction;
"Engagement"	means any engagement, employment or use of the Contractor in any capacity on a permanent or temporary basis, whether direct or otherwise;
"Introduction"	means (i) your interview of an officer, employee or representative of the Contractor in person or by telephone, following your instruction to us to supply a Contractor; or (ii) our passing to you information which identifies the Contractor; and which leads to an Engagement;
"Remuneration"	includes fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, and all other payments taxable (and, where applicable, non-taxable) payable to or receivable by Contractor for services rendered to you or on your behalf.

1.2 Unless context requires otherwise, references to the singular include the plural and vice versa.

1.3 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 us and you for supply of Contractor services to you and are deemed to be accepted by you by virtue of your request for, interview with, or Engagement of, the Contractor or the passing of any information about the Contractor to any third party following an Introduction.

2.2 Unless otherwise agreed in writing by one of our directors, these Terms prevail over any terms of business or purchase conditions put forward by you.

2.3 No variation or alteration of these Terms shall be valid unless approved in writing by one of our directors.

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2.4 These terms DO NOT need to be signed to be deemed accepted by the client.

### 3. CHARGES

- 3.1 You agree to pay our hourly charges of 10% + VAT as notified to and agreed with you. Charges are calculated according to number of hours worked by Contractor (to nearest quarter hour). Charges comprise mainly Remuneration and our commission calculated as a percentage of 10% + VAT Remuneration. Other reasonable expenses as may be agreed shall be itemised on our invoice in addition to hourly charges. VAT is payable on the entirety of these charges and on any fees payable under these Terms.
- 3.2 Charges are invoiced weekly and are payable (in Sterling (whilst Sterling remains legal tender in UK) within 30 days end of month of receipt of our invoice. You accept our reserved statutory right to charge interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 (together with any and all additions and/or amendments thereto) and the Late Payment of Commercial Debts Regulations 2002 (together with any and all additions and/or amendments thereto) if we are not paid according to our agreed credit terms. Payment must be made without deduction or set off.

### 4. INFORMATION TO BE PROVIDED

- 4.1 You shall advise us of any special health and safety matters about which we are required to inform Contractors and about any requirements imposed by law or by any professional body, which must be satisfied by Contractors accepting the Assignment. You will assist the Contractor in complying with legal obligations by supplying any relevant information about the Assignment requested by us. Where you require or may require the services of Contractor for more than 48 hours in any week, you must notify us of this requirement before commencement of that week. For avoidance of doubt, a normal working week shall commence Monday.
- 4.2 You confirm you know of no reason why it would be detrimental to the interests of the Contractor to fill the Assignment.
- 4.3 You confirm that the Contractor will not undertake any duties normally performed by a worker who is taking part in official strike action or by any other worker assigned to replace the worker taking such action.
- 4.4 Prior to commencement of Assignment, or if not practical, upon commencement of Assignment, we will send you written confirmation specifying duration of Assignment, identity of Contractor, our charge rate, intervals at which our invoices will be rendered to you, notice period to terminate Assignment and any other relevant information.

### 5. TIME SHEETS

- 5.1 At end of each week (or other agreed period) of an Assignment you shall sign our time sheet verifying number of hours worked by Contractor during that week or period.
- 5.2 Signature of the time sheet by you constitutes acceptance that the Contractor's services have been provided for hours indicated and that such services have been satisfactory and in accordance with these Terms. Failure to sign the time sheet does not absolve your obligation to pay charges in respect of hours worked.

### 6. PAYMENT OF CONTRACTOR

- 6.1 We are responsible for paying the Contractor.

### 7. ENGAGEMENT FEES

- 7.1 If within six months of Introduction or termination of Assignment (whichever is later), you Engage or use Contractor in any capacity (direct or otherwise) other than directly through us, or you refer Contractor to a third party who Engages or uses Contractor, unless you have our prior agreement in writing, you will become liable to pay us an Engagement fee calculated at 20% + VAT of annual gross Remuneration and emoluments payable to Contractor.

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- 7.2 If you fail to inform us of annual Remuneration, Engagement fee will be a one off fee of £5000 + VAT.
- 7.3 No refund of fee will be paid if Engagement subsequently terminates.
- 7.4 VAT is payable in addition to fee.
- 7.5 You should tell us within seven days of any Engagement as referred to in clause 7.1, but failure to do so does not invalidate these terms.

### 8. LIABILITY

- 8.1 Whilst we make every effort to give satisfaction by ensuring reasonable standards of skills, integrity and reliability from Contractors and further to provide same in accordance with Assignment details provided by you, no liability is accepted by us for any loss, expense, damage, costs or delay arising from failure to provide a Contractor for all or part of the period of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of Contractor or if Contractor terminates Assignment for any reason. For avoidance of doubt, we do not exclude liability for death or personal injury arising from our own negligence.
- 8.2 You will comply in all respects with all relevant statutes, byelaws and legal requirements including provision of adequate Public Liability insurance in respect of the Contractor.
- 8.3 You shall indemnify us and keep us indemnified against any costs, claims and liabilities incurred by us arising out of any Assignment or arising out of non-compliance with clauses 8.2 and/or as a result of any breach of these Terms by you.

### 9. TERMINATION OF ASSIGNMENT

- 9.1 You may terminate the Assignment by giving us notice specified in written confirmation.
- 9.2 Notwithstanding provisions of sub-clause 9.1 you may terminate the Assignment forthwith by notice in writing to us where:
  - 9.2.1 the Contractor is in wilful or persistent breach of obligations;
  - 9.2.2 you reasonably believe the Contractor has not observed any condition of confidentiality applicable to the Contractor from time to time; or
  - 9.2.3 for any reason the Contractor proves unsatisfactory.
- 9.3 We may terminate Assignment forthwith by notice in writing if:
  - 9.3.1 you are in wilful or persistent breach of your obligations under these Terms; or
  - 9.3.2 you become bankrupt or have a receiving order or administrative order made against you or are put into liquidation (save for purposes of solvent reconstruction or amalgamation).

### 10 DATA PROTECTION

- 10.1 The parties shall comply with the provisions of Data Protection Legislation which is in force and the Client shall provide us with such reasonable and timely assistance as the Company may require in relation to any exercise of a data subject's rights. The parties shall be data controllers in common and each party shall be responsible for their own compliance with the Data Protection Legislation. If we share any personal data with the Client about the Contractor, or otherwise, the Client will only use that personal data for the purposes of this agreement.

### 11. LAW AND PRACTICE

- 11.1 These Terms are governed by the law of England and are subject to the exclusive jurisdiction of the Courts of England.