#

# CLIENT TERMS OF BUSINESS – TEMP

# (LTD CO – DIRECTLY ENGAGED BY THE CLIENT)

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THE PARTIES

1. RLS Legal Recruitment Ltd (registered company no. 13533404) of 7 St Anthony Way, Falmouth, Cornwall, TR11 4EG (“the Agency”).
2. [Insert Client’s name] Limited/Limited Liability Partnership (registered company/LLP no. [insert registered company/LLP no.]) [trading as [insert trading name if different]] of [address] to whom the Candidate or Replacement Candidate is Introduced. For the avoidance of doubt the Client shall also include any subsidiary or associated person, firm or corporate body (as the case may be) to whom the Candidate or Replacement Candidate is Introduced (“the Client”).
3. DEFINITIONS
	1. In these Terms the following definitions apply:

“Assignment” means the period of time during which a Candidate is Engaged by the Client, following an Introduction by the Agency;

“Assignment Services” means the services to be provided by the Candidate to the Client;

“Candidate” means the person Introduced by the Agency to the Client for an Engagement including any officer, employee or other representative of the Candidate if the Candidate is a corporate body, and members of the Agency’s own staff;

“Charges” means the charge which constitutes the Agency’s commission as set out in clause 3 and as notified to the Client before an Assignment starts via the Assignment Details Form in Schedule 3 and which may be varied by the Agency from time to time during the Assignment;

“Data Protection Laws” means the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/679) and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data;

“Engagement” means the engagement, employment or use of the Candidate by the Client or by any third party to whom the Candidate has been introduced by the Client, on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement including the Candidate providing services on a self-employed basis with no direct contract in place between the Client and the Candidate; or through a limited company of which the Candidate is an officer, employee or other representative; and “Engage”, “Engages” and “Engaged” shall be construed accordingly;

“Introduction” means (i) the passing to the Client of a curriculum vitæ or information which identifies the Candidate or (ii) the Client’s interview of a Candidate (in person, by telephone or by any other means), following the Client’s instruction to the Agency to search for a Candidate; and, in either case, which leads to an Engagement of the Candidate; and “Introduces” and “Introduced” shall be construed accordingly;

“Losses” means all losses, liabilities, damages, costs, expenses, fines, penalties or interest, whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands;

“Remuneration” includes gross base salary or fees (annualised full time equivalent), guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments (taxable and non-taxable) payable to or receivable by a Candidate for services rendered to or on behalf of the Client. Where a company car is provided, a notional amount will be added to the sums paid to the relevant Candidate in order to calculate the Transfer Fee;

“Replacement Candidate” means any Candidate Introduced by the Agency to the Client to fill the Engagement following the Introduction of another Candidate whose Engagement either did not commence or was terminated at any time during the Assignment;

“Transfer Fee” means the fee set out in Schedule 1 and payable in accordance with clause 8;

“Vulnerable Person” means any person who by reason of age, infirmity, illness, disability or any other circumstance is in need of care or attention, and includes any person under the age of eighteen.

“Late Cancellation Charge” means a one off charge of £100 (plus VAT) to cover the cost of the placement administration and so that maximum effort can go into placing the Candidate elsewhere as a matter of urgency so as to avoid the Candidate as much financial loss as possible.

* 1. Unless the context requires otherwise, references to the singular include the plural and the masculine includes the feminine and vice versa.
	2. The headings contained in these Terms are for convenience only and do not affect their interpretation.
1. THE CONTRACT
	1. These terms of business and the attached Schedule(s) and any applicable Assignment Details Form constitute the contract between the Agency and the Client for the Introduction of temporary candidates (to be engaged directly by the Client) (“the Terms”) and are deemed to be accepted by the Client by virtue of an Introduction or the Engagement of a Candidate, or the passing by the Client of any information about a Candidate to any third party following an Introduction.
	2. These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of the Agency, these Terms prevail over any other terms of business or purchase conditions (or similar) put forward by the Client.
	3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a director of the Agency 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.
	4. The Agency acts as an employment agency (as defined in Section 13(2) of the Employment Agencies Act 1973) when Introducing Candidates to the Client for direct Engagement by that Client.
	5. The Client acknowledges that as the Candidate is working on a margin only basis, ie not being payrolled by the Agency as a PSC or umbrella company, not as an agency worker, but invoicing the Client directly as a Ltd Co, there will be no direct contract in place between the Agency and the Candidate. Should the Client wish to put a contract in place directly with the Candidate then this is a matter for negotiation between the Candidate and the Client.
2. CHARGES
	1. The Charges are calculated on the basis of a 25% mark up on the Candidate’s rate (usually hourly or daily), with a minimum fee of £5 per hour (/daily equivalent), unless agreed otherwise between the Parties and the final agreed rate for the Candidate’s Engagement will then be confirmed in the Assignment Details Form.
	2. These Charges apply to every hour/day the Candidate is Engaged with the Client on an Assignment and any extension of an Assignment, whilst these Terms are in place and unless agreed otherwise.
	3. The Client agrees to pay the Charges along with VAT which is payable at the applicable rate on the entirety of the Charges.
	4. Should the Client wish to extend the Candidate’s Engagement for a further period of time following the initial Engagement, it can do so on the same terms as the initial Engagement. An Assignment can be extended as many times as is required and agreed.
	5. The Agency will invoice the Client on a weekly basis. The Client will pay the Charges within 7 days of the date of the invoice.
	6. The Agency reserves the right to vary the Charges agreed with the Client, by giving written notice to the Client.
	7. The Agency reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.
	8. The Client will pay the Charges due under this clause 3 and has no right to set-off, deduct or withhold any sums due.
	9. The Agency will not refund any of the Charges.

### CONFIRMATION OF DELIVERY OF THE ASSIGNMENT SERVICES

* 1. Where the Charges are:
		1. based on time worked by a Candidate, at the end of each week of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than one week or is completed or finished before the end of a week) the Client shall sign a timesheet confirming the number of hours worked by a Candidate during the previous week – see schedule 2 for more information.
		2. not based on time worked by a Candidate, the Client shall otherwise confirm in writing the delivery of the Assignment Services (as set out in the relevant Assignment Details Form).
	2. The Client agrees that by confirming delivery of the Assignment Services it also agrees that the Assignment Services have been provided satisfactorily and in accordance with the Terms. The Client acknowledges that even if it does not sign a timesheet or confirm hours worked or services provided, it must still pay the Charges for hours worked or for the Assignment Services delivered. If the Client:
		1. is dissatisfied with the work performed by a Candidate, or considers that the Assignment Services have not been delivered satisfactorily, the provisions of clauses 9 (Unsuitability of a Candidate) and 10 (Termination of an Assignment) shall apply;
		2. disputes the time worked by a Candidate, the Client shall co-operate fully and as quickly as possible with the Agency to enable the Agency to establish what time, if any, were worked by the relevant Candidate.

### PAYING A CANDIDATE

5.1 The Client is responsible for paying the Candidate.

5.2 The Candidate will issue the Client with an invoice on a weekly basis for payment in accordance with the Candidate’s own terms, usually as stated on the invoice.

1. INTRODUCTIONS TO THIRD PARTIES

Introductions of Candidates are confidential. If a Client discloses a Candidate’s details to a third party, that will be deemed to be a “Third Party Introduction”. If that Third Party Introduction results in an Engagement of the Candidate by the third party within 6 months of the Agency’s Introduction of the Candidate to the Client, then the Client will be liable to the Agency for payment of the Charges calculated in accordance with clause 3.

1. SUITABILITY CHECKS
	1. The Agency endeavours to ensure the suitability of Candidates Introduced to the Client to work in the position which the Client seeks to fill by taking reasonably practicable steps to:
		1. ensure that it would not be detrimental to the interests of either the Client or the Candidate;
		2. ensure that both the Client and Candidate are aware of any requirements imposed by law or by any professional body;
		3. confirm that the Candidate is willing to work in the position; and
		4. obtain confirmation of the Candidate’s identity; and that the Candidate has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body.
		5. obtain and offer to provide copies to the Client of two references from persons who are not relatives of the Candidate and who have agreed that the references they provide may be disclosed to the Client; and any relevant qualifications or authorisations of the Candidate. If the Agency has taken all reasonably practicable steps to obtain such information and has been unable to do so fully it shall inform the Client of the steps it has taken to obtain this information in any event.
	2. To enable the Agency to comply with its obligations under clause 7.1 above the Client undertakes to provide to the Agency details of the position which the Client seeks to fill, including the following:
		1. the type of work that the Candidate would be required to do;
		2. the location and hours of work;
		3. the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position;
		4. any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
		5. the date the Client requires the Candidate to commence the Engagement;
		6. the duration or likely duration of the Engagement;
		7. the minimum rate offered, expenses and any other benefits that would be offered;
		8. the intervals of payment; and
		9. the length of notice that the Candidate would be entitled to give and receive to terminate their Assignment with the Client.

### TRANSFER FEES

* 1. The Client shall pay the Agency a Transfer Fee where the Agency Introduces a Candidate to the Client and the Client Engages the Candidate other than through the Agency on an Assignment under these Terms. This includes the Client Engaging the Candidate directly (whether or not an Assignment under these Terms has already taken place) or through another Agency or the Client Introducing the Candidate to a third party (including any member of the Client's Group), and the third party Engages the Candidate other than through the Agency.
	2. The period for which these Terms shall apply is 6 months from the termination of the Assignment that the relevant Candidate was supplied into, or if there was no supply, within 6 months of the Introduction of the Candidate by the Agency to the Client; or
	3. The Agency will calculate the Transfer Fee as set out in Schedule 1.
	4. Where, before the start of the Client’s Engagement of a Candidate other than through the Agency, the Agency and the Client agree that such Engagement will be on the basis of a fixed term of less than 12 months, the Agency may, in its absolute discretion, reduce the Transfer Fee as calculated in accordance with Schedule 2 pro-rata. Such reduction is subject to the Client Engaging the Candidate for the agreed fixed term. Should the Client extend the Candidate’s Engagement or re-Engage the Candidate within 12 months from the commencement of the initial Engagement the Agency reserves the right to recover the balance of the Transfer Fee.
	5. The Agency will not refund the Transfer Fee if the Engagement of the Candidate whether by the Client or a third party to which the Client introduces the Candidate, subsequently terminates or terminates before the end of the fixed term referred to in clause 8.3.
	6. VAT is payable at the applicable rate in addition to any Transfer Fee due.

### UNSUITABILITY OF A CANDIDATE

* 1. The Client undertakes to satisfy itself about a Candidate’s suitability to carry out the relevant Assignment Services. If the Client reasonably considers that the Assignment Services of a Candidate are unsatisfactory, the Client must notify the Agency in writing immediately and may terminate the Assignment in accordance with clause 10. The Agency may in such circumstances and in its absolute discretion, reduce or cancel the Charges for the time worked or the Assignment Services already delivered by that Candidate, provided that the Client has notified the Agency immediately that they have asked the Candidate to leave the Assignment or the Assignment terminates:
		1. within 4 hours of the Candidate commencing the Assignment where the Assignment is for more than seven hours; or
		2. within 2 hours for Assignments of seven hours or less;

and provided that the Client subsequently notifies the Agency in writing of the unsuitability of the Candidate (and why) within 48 hours of the termination of the Assignment.

* 1. The Client shall notify the Agency immediately and always within 4 hours if a Candidate does not provide the Assignment Services or has notified the Client that they are unable to provide the Assignment Services for any reason.
	2. The Agency shall notify the Client immediately if it receives or otherwise obtains information which gives the Agency reasonable grounds to believe that a Candidate supplied to the Client is unsuitable for the Assignment and shall be entitled to terminate the Assignment immediately without prior notice and without liability. The Client will remain liable for all such Charges incurred before the Assignment was terminated.
	3. Should an Assignment be terminated under this clause 9 and clause 10 below, the Client must exclusively give the Agency 48 hours (unless agreed otherwise) from the date of the notice of non-commencement or termination in which to find one suitable Replacement Candidate based on the original specification given for the position the Client is seeking to fill. If during this 48 hours a Replacement Candidate is found other than via the Agency, then the Agency will entitled to make a Charge for an additional week’s work based on the number of hours per week that was agreed and set out in the Assignment Details Form for the initial Candidate’s Engagement.

### TERMINATION OF AN ASSIGNMENT

* 1. Any of the Client, the Agency or the Candidate may terminate an Assignment at any time without prior notice and without liability except where the relevant Assignment Details Form provides for a specified notice period. Otherwise an Assignment will terminate when the Client confirms that the Assignment Services have been completed. However, and whenever an Assignment terminates, the Client must pay any Charges due under clause 3 (Charges) above.
	2. Notwithstanding the provisions of clause 10.1, the Client may terminate an Assignment with immediate effect by notice in writing to the Agency where:
		1. the relevant Candidate has breached of any statutory or other reasonable rules and regulations applicable to them while providing the Assignment Services; or
		2. the Client reasonably believes that the relevant Candidate has not observed any condition of confidentiality applicable to that Candidate from time to time; or
		3. the Client reasonably considers that a Candidate’s provision of the Assignment Services is unsatisfactory.
	3. The Agency may terminate an Assignment with immediate effect by notice in writing if:
		1. the Client is in wilful or persistent breach of its obligations under these Terms and where the breach is capable of being remedied, does not remedy the breach within 7 days of receiving written notice from the Agency to do so; or
		2. the Client does not pay any amount due to the Agency, in full and on the date that the payment falls due; or
		3. the Client is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared insolvent, or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; or
		4. or an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Client, or an order is made for the winding up of the Client, or where the Client passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation or amalgamation where the resulting entity will assume all the obligations of the other party under this Agreement); or
		5. the Agency knows or suspects that the Client has breached the Data Protection Laws.
	4. If an Assignment is terminated by the Client within the two weeks immediately preceding the start date of the Assignment (confirmed in Schedule 3 below) for any reason then the Agency is entitled to levy the Late Cancellation Charge.
	5. If at Assignment is terminated by the Client at any point prior to the start date of the Assignment and following receipt of these signed Terms by the Agency, and the Candidate has incurred reasonable costs in relation to accommodation or transport for the purposes of undertaking the Assignment, then the Client agrees to reimburse these reasonable costs to the Candidate.
1. CONFIDENTIALITY AND DATA PROTECTION

All information relating to a Candidate is confidential and subject to the Data Protection Laws and is provided solely for the purpose of providing work-finding services to the Client. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times. In addition information relating to the Agency’s business which is capable of being confidential must be kept confidential and not divulged to any third party, except information which is in the public domain.

1. LIABILITY
	1. The Agency shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Agency seeking a Candidate for the Client or from the Introduction to or Engagement of any Candidate by the Client or from the failure of the Agency to introduce any Candidate. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.
	2. The Client shall indemnify and keep indemnified the Agency against any Losses incurred by the Agency arising out of any non-compliance with the Data Protection Laws, and/or as a result of any breach of, these Terms by the Client.
2. NOTICES

All notices which are required to be given in accordance with these Terms shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

1. SEVERABILITY

If any of the provisions of these Terms shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

1. GOVERNING LAW AND JURISDICTION

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

Signed for and on behalf of the Agency:-

Rebecca Scadding – Director

Date

Signed for and on behalf of the Client:-

[Print name]

I confirm I am authorised to sign these Terms on behalf of the Client.

Date

# SCHEDULE 1: Transfer Fees

1. The Transfer Fee referred to in clause 8 shall be agreed in writing between the Agency and the Client. If the parties do not agree the amount of the Transfer Fee then the Agency can charge a fee calculated in accordance with the Table of Percentages below, which is calculated on the basis of the Remuneration payable to the Candidate during the first 12 months of the Engagement or that would be payable if the Engagement were to last 12 months, on an annualised full time equivalent basis.
2. If the actual amount of the Remuneration is not known, then the Transfer Fee will be calculated by multiplying the Charges by 1000 if the Candidate is working via an hourly rate. If the Candidate is working on a daily rate then the Charges will be divided by 7.5 to achieve an hourly rate which will then be multiplied by 1000.

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| --- | --- |
| **Remuneration (FTE)** | **Fee****%** |
|  |  |
| £0 – £24,999 | 15% |
| £25,000 – £49,999 | 20% |
|   £50,000 + |   25% |

# Table of Percentages (Transfer Fees):

**Schedule 2 – Timesheet and Invoicing System**

A record of the Candidate’s hours worked each week will be sent to Rebecca Scadding (Director of RLS Legal Recruitment Ltd) at the following email address:- rebecca@rlslegalrecruitment.co.uk. This will usually be sent across directly by the Candidate, however, if this is not the case then the Client will be required to forward it on instead.

This record will usually be in the form of the Candidate’s invoice, detailing hours worked, however, it could otherwise be in the form of a timesheet (as per the Agency’s template timesheet, or another timesheet provided by the Client or the Candidate) or alternatively hours detailed directly in the body of an email will also suffice.

The record will ideally include the number of hours (or days if the Candidate is being paid on a daily basis) worked per day of the week and the specific time within that day to include reference to any lunchbreak taken as well as a total figure for weekly hours (or days) worked, eg:-

 Mon: 9am – 12noon / 1pm – 5pm (Total – 7 hours)

 Tues: 9am – 1pm / 2pm – 5pm (Total – 7 hours)

 Thurs: 10am – 2pm (Total – 4 hours)

 TOTAL 18 hours

The records will be sent across on a weekly basis for the Agency to produce weekly invoices to the Client. The Client will pay the Agency’s invoice within 7 working days of receipt of that invoice.

For the avoidance of doubt, as the Candidate is working on a self employed basis, the Client will be responsible for paying the Candidate directly. The Candidate will issue the Client with an invoice on a weekly basis for payment in accordance with the Candidate’s own terms, usually as stated on the invoice.

# SCHEDULE 3 – Assignment Details Form

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| ASSIGNMENT DETAILS FORM |
| DETAILS OF CLIENT & CANDIDATE |
| Name of the Client: |  |
| Nature of the Client’s Business: | Legal services provider (law firm) |
| Name of Client’s contact to report to on arrival:  |  |
| Name of the Candidate |  |
| ASSIGNMENT DETAILS |
| Start date of assignment: |  |
| Likely duration of the assignment: |  |
| The type of work: |  |
| Location of work: |  |
| Hours of work: |  |
| The experience, training, qualifications, and any authorisation necessary or required by law or a professional body: |  |
| (a) Any known health and safety risks and (b) the steps the Client has taken to reduce those risks:  |  |
| The length of notice required to terminate assignment if any: | One week |
| CHARGES / PAY |
| Candidate rate (to be paid directly by the Client to the Candidate): |  |
| Agency Charge: | DELETE IN CANDI COPY |
| Total fee payable incl. Agency Charge and Candidate rate | DELETE IN CANDI COPY |
| Any expenses agreed: | None. |
| Intervals of invoice: | Weekly |
| PSC’s recruitment consultant’s contact details: | Rebecca Scadding - Director |