



## Terms and Conditions of Business For the Supply of Contract/Temporary Staff Services

### **1 Definitions**

1.1 In these Terms of Business the following apply:

“**Agency Regulations**” means the conduct of Employment Agencies and Employment Businesses Regulations 2003

“**Assignment**” means the period during which the Consultancy is supplied by the Employment Business to provide services to the Client

“**Client**” means the person, firm or corporate body together with any subsidiary company (as defined by the Companies Act 1985) or associated company (as defined by the Income and Corporation Taxes Act 1988) requiring the services of the Consultancy

“**Consultancy**” means the individual or the Limited Company contractor whose services are supplied by the Employment Business to the client. For the avoidance of doubt, where the consultancy is a limited company contractor “consultancy” includes any officer, employee, or representative and any third party to whom the consultancy services are carried out on behalf of the Consultancy.

“**Employment Business**” means Pyramid Recruitment Limited of Westmead House, Westmead, Farnborough, HANTS, GU14 7LP.

“**Engagement**” means the engagement, employment or use of consultancy services directly or indirectly by the client or the engagement, employment or use of the consultancy’s services by a third party as a result of an Introduction to the client whether under a contract for services or services on a permanent or temporary; an agency, license, franchise or partnership arrangement; or any other engagement.

“**Introduction**” means (i) the Client’s interview of the Consultancy (including an officer, employee, or representative of the Consultancy) in person or by telephone, following the client’s instruction to the Employment Business to search for a Consultant; or (ii) the passing to the client information which identifies the Consultancy and which leads to an Engagement of that Consultancy by the Client, or (iii) the Client passing on the details or directly introducing the Consultancy to a third party following an Introduction to the Client by the Employment Business.

“**Introduction Fee**” means the fee payable in accordance with Clause 8 or 8A below.

“**Relevant Period**” means the meaning given to it in Clause 8.5

“**Remuneration**” means (in relation to a Consultancy who is taken on by the Client or a third party) base salary or fees, guaranteed and/or anticipated bonus or commission earnings, allowances, inducement payments, and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the client. Where the Client provides a company car to a Consultancy a notional amount of £4,000 will be added to the salary in order to calculate the Introduction Fee.

1.2 Unless the context otherwise requires, reference to the singular include the plural and reference to the masculine include the feminine and vice versa.

1.3 The headings contain the Terms of Business are for the convenience only and do not affect their interpretation.

1.4 For the avoidance of doubt, when providing services pursuant to these terms and conditions the Employment Business is acting as an employment business pursuant to the Employment Agencies Act 1973.

1.5 These Terms shall apply to the supply of both PAYE and limited company contractors save that in the case of limited company contractors who have contracted-out of the Agency Regulations, Clause 8 (Extended Period of Hire and Introduction Fees) shall be substituted with Clause 8A.

### **2 The Contract**

2.1 These Terms of Business constitute the contract between the Employment Business and the Client for the supply of the Consultancy’s services and are deemed to be accepted by the Client by virtue of its request for, interview with, or Engagement of the Consultancy or the passing of any information to a third party (which includes supply the Consultancy to a third party) following an Introduction

2.2 The terms and any contract start letter which may be provided to the Client contain the entire agreement between the parties and 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 by the Client.

2.3 No variation or alteration to these Terms shall be valid unless approved by a director of the Employment Business 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 Suitability**

3.1 When requesting the Employment Business to supply the Consultancy to carry out an Assignment, the Client shall provide the Employment Business details of:

3.2 the identity of the Client and the nature of its business;

3.3 the commencement date and likely duration of the assignment;

3.4 the work to be carried out (including the location and the hours to be worked, the potential health and safety risks together with steps taken to prevent or control such risks);

3.5 the training qualifications or authorisations considered necessary and;

3.6 any other information which the client considers necessary or relevant to enable the Employment Business to assess the suitability of a Consultant to carry out the work

3.7 When requesting the Employment Business to supply a Consultancy, the Client agrees to the Employment Business advertising the vacancy.

### **4 Information to be provided**

The Employment Business endeavours to take all steps as are reasonably practicable to;

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- 4.1.1 obtain confirmation of the Consultancy's identity (and if appropriate of the person who will carry out work on behalf of the consultancy); and
- 4.1.2 confirm that the Consultancy has the experience, training, qualifications and any authorisations which the client has notified the Employment Business are required; and
- 4.1.3 ensure that it would not be detrimental to the interests of the Client or the Consultancy for the Consultancy to carry out the Assignment

## **5 Charges**

5.1 The Client agrees to pay all hourly charges of the Employment Business as are agreed on the commencement of an Assignment and as may be varied from time to time during the Assignment along with agreed expenses. The charges are calculated according to the number of hours worked by the Consultancy (to the nearest quarter hour). VAT is payable on the entirety of these charges. The charges are to be paid without deductions.

5.2 The charges are invoiced to the client on a weekly basis and are payable within 14 days

5.3 If the Client fails to pay any amount payable under these Terms of Business the Employment Business shall be entitled but not obliged to charge interest on any overdue amounts, payable by the Client immediately on demand from the due date of actual, after as well as before judgement, at the rate of 5% per annum above the base rate from time to time of the Bank of England. Such interest shall accrue daily at simple rate.

5.4 The Employment Business reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

## **6 Verification of Execution of the Services**

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 or is completed before the end of the week) the Client shall verify the fact that the Services have been carried out by signing the Employment Business' time sheet to that effect, which confirms the number of hours worked by the Consultancy during that week.

6.2 Verification of the time sheet constitutes acceptance that the Consultancy's services have been carried out satisfactorily and in accordance with these Terms of Business. If the Client is unable to sign the timesheet because the Client disputes the hours claimed, the Client shall inform the Employment Business as soon as reasonably practicable and shall cooperate fully and in timely fashion with the Employment Business to enable the Employment Business to establish what hours, if any, were worked by the Consultancy.

6.3 The Client shall not be entitled to sign a timesheet on the basis that he is dissatisfied with the work performed by the Consultancy. In the event that there is dissatisfaction, the client shall inform the Employment Business as soon as reasonably practicable and should apply the provisions of clause 10.1 below where appropriate. Failure to sign the timesheet does not affect the Employment Business' obligation to pay any fees to the Consultancy in respect of the work carried out.

## **7 Remuneration**

The Employment Business is responsible for paying the Consultancy's fees and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Consultancy.

## **8 Extended period of hire and introductory fees**

- 8.1 In the event of the Engagement of a Consultancy supplied by the Employment Business either (1) directly by the client or (2) by the Client pursuant to being supplied by another employment business, within the Relevant Period the Client can either elect:
  - 8.1.1 Subject to electing upon giving 7 days notice, have an extended period of hire of the Consultancy being 26 weeks during which the Employment Business shall be entitled to the charges set out in clause 5.1 above for each hour the Consultancy is so employed or supplied; or
  - 8.1.2 To pay an Introduction Fee calculated in accordance with Clause 8.7 below. 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.
- 8.2 In the event that there is an Introduction of a Consultancy to the Client (but no supply of the Consultancy) within the Relevant Period which leads to an Engagement of the Consultancy by the Client either directly or pursuant to being supplied by another employment business the Client can elect to either:
  - 8.2.1 Subject to electing upon giving 7 days notice, have period of hire of the Consultancy being 26 weeks during which the Employment Business shall be entitled to the charges set out in clause 5.1 above for each hour the Consultancy is so employed or supplied; or
  - 8.2.2 An Introduction Fee calculated in accordance with Clause 8.7 below. 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.
- 8.3 In the event that the Engagement of the Consultancy is for a fixed term of less than 12 months, the fee in clause 8.1.2 or 8.2.2 will apply pro-rotta. If the engagement is extended beyond the initial fix term or if the Client re-engages the Consultancy within 3 months of the termination of the first Engagement the Client shall be liable to pay 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.
- 8.4 In the event that the Consultancy is introduced (either directly or indirectly) by the Client to a third party which results in an Engagement of the Consultancy by the third party within the Relevant Period the Client shall be liable to pay an Introductory Fee calculated in accordance with Clause 8.7 below. No refund of the Introductory Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.



- 8.5 For the purposes of this clause 8 the “Relevant Period” shall mean if there was no supply of the Consultancy resulting in an Assignment within 6 months of the Introductory of the Consultancy by the Employment Business or if there was a supply resulting in an Assignment the Relevant Period shall be the later of;  
8 weeks commencing on the day that the Consultancy last performed services for the Client pursuant to the Assignment; and  
14 weeks commencing on the first day that the Consultancy first provided services to the Client pursuant to an Assignment with the Client (provided that if there is a period of more than 42 days between Assignments this period shall commence on the first day of the assignment following such a period between Assignments).
- 8.6 Where the Client elects to extend this period of hire in accordance with clause 8.1.1. above, the Client must give the Employment Business 7 days’ prior notice in writing of its intention to do so. Where the Client fails to give such notice and directly engages the Consultancy, the Introduction Fee will automatically become payable in accordance with Clause 8.1.2
- 8.7 For the purpose of this clause 8 the Introduction Fee is calculated as follows: 20% of the Remuneration applicable during the first 12 months of the Engagement or if the actual Remuneration is not known, or the Client fails to inform the Employment Business of the annual remuneration of the Consultancy, the Introduction Fee will be the hourly charge referred to in clause 5.1 multiplied by 300.
- 8A (FOR LIMITED COMPANY CONTRACTORS WHO HAVE OPTED OUT OF THE AGENCY REGULATIONS ONLY)**
- 8a.1 The direct Engagement by a Client of a Consultancy introduced by the Employment Business, or the Introduction by the Client of a Consultancy to any third party resulting in an Engagement by the third party renders the Client subject to the payment of an Introduction Fee of 20% of the Remuneration applicable during the first 12 months of the Engagement or if the Remuneration is not known, or the Client fails to inform the Employment Business of the annual remuneration of the Consultancy, the Introduction Fee will be the hourly charge referred to in clause 5.1 multiplied by 300. No refund of the Introduction Fee will be paid in the event that the engagement subsequently terminates.
- 8a.2 The above introduction fee will only be payable provided that the engagement takes place within a period of 6 months from the termination of the Assignment under which the Consultancy was last supplied or if there was no Assignment within 6 months of the introduction of the Consultancy by the Employment Business. No refunds will be made payable for such placements as the ability of the worker is deemed proven.
- 8a.3 VAT will be charged on the Introduction Fee if applicable.
- 8a.4 In the event that the Engagement is for a fixed term less than 12 months, the Introduction Fee will apply pro-rotata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 6 calendar months of the termination of the first engagement the Client shall be liable to pay further fee based on 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 the sooner.
- 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 the Consultancy and to provide the same in accordance with the Assignment details provided by the Client, no liability is accepted by the Employment Business for any loss, expense, damage, costs or delay arising from the failure to provide a Consultancy for the completion of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Consultancy or if the Consultancy 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 For the avoidance of doubt, neither the Consultancy, nor its staff, are under the supervision or control of the Employment Business.
- 9.3 The Client will comply in all respects with all relevant statutes, by-laws and legal requirements including the provision of adequate Public Liability insurance in respect of the Consultancy. Where the services are performed on the Client’s premises the Client shall indemnify the Employment Business against any costs, claims, damages and expenses incurred by the Employment Business as a result of any breach of these Terms by the Client.
- 9.4 The Client will assist the Employment Business in complying with the Employment Business’ duties under the Working Time Regulations (if any duties exist) 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 these regulations. Where the Client requires or may require the services of a Consultancy who is not a limited company for more than 48 hours in any week, the Client must notify the Employment Business of this requirement before the commencement of that week.
- 9.5 The Client warrants that it shall not request the Employment Business to supply any contractor:
- 9.5.1 perform duties normally undertaken by staff who are participating in an official strike or other industrial action; or
- 9.5.2 to perform duties for staff who are covering for another member of the Client’s staff who are participating in an official strike or industrial action.
- 9.6 The Client undertakes to supervise the Consultancy sufficiently to ensure the Client’s satisfaction with the Consultancy’s standards of workmanship.
- 9.7 The Client shall notify the Employment Business immediately and without delay and in event within 24 hours if the Consultancy fails to attend work or notifies the Client that he is unable to attend work for any reason.



**10 Termination**

- 10.1 The Client may terminate the Assignment by giving to the Employment Business the notice agreed between both parties.
- 10.2 Notwithstanding the provisions of sub clause 10.1 the Client may terminate the Assignment forthwith by notice in writing to the Employment Business where:
  - 10.2.1 the Consultancy has in the reasonable belief of the Client acted in breach of any statutory or other rules and regulations applicable to them while performing the services;
  - 10.2.2 the Client reasonably believes that the Consultancy has not observed any condition of confidentiality applicable to the Consultancy from time to time; or
  - 10.2.3 if the Client becomes insolvent or has a receiving order or administrative order made against it or is put into liquidation (save for the purposes of solvent reconstruction or amalgamation).
- 10.4 The Employment Business shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Consultancy supplied to the Client is unsuitable for the Assignment and shall terminate the Assignment immediately.

**11 Law**

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

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Signed of behalf of the Client

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Signed of behalf of Pyramid Recruitment Limited

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Dated

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