



TERMS & CONDITIONS: PERMANENT & TEMPORARY STAFF (2016)

DEFINITIONS

In these Terms & Conditions of Business the following definitions apply:

- 'Agency' means Ragged Edge Consulting Limited of 1-3 Dudley Street, Grimsby, North East Lincolnshire DN31 2AW
- 'Applicant' means the candidate introduced by the Agency to the Client for an Engagement
- 'Assignment' means the period during which the Temporary Worker is supplied to perform work and services personally for the Agency on behalf of 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 which the Applicant/Temporary Worker is introduced/supplied
- 'Engagement' means the contract to perform work and services by the Applicant/Temporary Worker on behalf of the Client on a permanent or temporary basis. This applies whether under a contract of service or for services, agency, license, franchise or partnership agreement; or under any other engagements
- 'Introduction' means the Client's interview of an Applicant/Temporary Worker in person or by telephone, following the Client's instructions to the Agency to search for an Applicant/Temporary Worker, or the passing to the Client of any Curriculum Vitæ or other information which identifies the Applicant/Temporary Worker and which leads to an Engagement of that Applicant/Temporary Worker by the Client
- 'Temporary Worker' means the Applicant supplied to the Client to carry out temporary assignments

Unless the context otherwise requires, references to the singular include the plural. The headings contained in the Terms are for convenience only and do not affect their interpretation

PERMANENT STAFF

Scale of fees:

Individual introductions. (Rates negotiable for continued business)

| | Remuneration: | Fee: |
|---|----------------------|-------------|
| Annual salary, plus other taxable emoluments: | Up to £14,000 | 15% |
| | £14,001 to £25,000 | 18% |
| | £25,001 to £40,000 | 20% |
| | £40,001 + | 25% |

VAT to be charged on all fees at the prevailing rate.

The Client agrees:

- To notify the Agency immediately an engagement is accepted
 - To provide details of the remuneration package to the Agency
 - To pay the Agency within 21 days of the invoice
- The engagement of an applicant introduced by us will be deemed an acceptance of our terms and an agreement to pay our fee.
 - For the introduction of permanent staff the fee payable to us on acceptance of the applicant (candidate) is in accordance with the above rates. A fee becomes payable by a client regardless of whether the applicant is engaged in the position originally specified and the engagement should be notified in writing to us within one month of the commencement of the appointment. If, after the offer of engagement has been accepted, and through no fault of the applicant the client decides for any reason not to proceed with the appointment, it shall be liable to pay Ragged Edge Recruitment (the Company) a £250 administration fee.
 - Where invoices are overdue we reserve the right to make an interest charge at 2.5% per month on the outstanding balance.
 - Should a permanent engagement be lawfully terminated (for any reason other than redundancy) before the expiration of 10 weeks a rebate of 10% will be allowed by Ragged Edge Recruitment against the fee for each complete week of the initial 10 week period not actually worked provided that notice in writing is given to us within 5 days of such termination and providing the invoice was paid within 21 days of commencement of employment. All rebates will be subject to a £250 administration fee. In the event of the Engagement being terminated within 2 weeks, the fee will be credited in full.
 - Introductions are confidential and personal to the client. To pass them on to other employers, resulting in an engagement renders the client liable to pay our fee, with no entitlement to any refund.
 - Whilst every effort is made to maintain high standards of integrity and a reliable service, we cannot accept any responsibility for any loss, expense, damage, delay or incompetence in any applicant (candidate) that we represent however occasioned. The final responsibility for selection and taking up references rests entirely with the client. It is also the client's responsibility to obtain a work permit for the candidate where necessary.
 - The Client shall provide detailed information as to its requirements to the Agency in respect of the person specification for a particular role or engagement.
 - Responsibility for reimbursement of expenses incurred by an applicant (candidate) in attending for interview rests entirely with the client.
 - Any additional costs incurred by Ragged Edge Recruitment (and agreed with the Client) in the recruitment and selection process will be the responsibility of the client.
 - The Client must immediately notify the Agency if they require a Temporary Worker to fill a role, which may potentially become a permanent role.
 - The acceptance of applicants introduced by us will be deemed an acceptance of our terms and an agreement to pay our fee within 21 days.

TEMPORARY STAFF

Temporary Staff – Agency Basis:

These Terms and Conditions of Business are between the Agency and the Client engaging the contract to perform work and services of the Temporary Worker and/or Applicant. The Agency acts as an agent on behalf of the Client in providing an introductory service and in entering into specific contractual arrangements with the Temporary Worker/Applicant. These Terms and Conditions are deemed to be accepted by the Client by virtue of an interview or the engagement by the Client (which term includes employment or under a contract of service or a contract to perform work and services or under an agency, license, franchise or partnership agreement) of a Temporary Worker introduced by the Agency. No variation or alteration of these Terms and Conditions shall be valid unless approved in writing by a Director of the Agency. Unless otherwise agreed in writing by the Agency, these Terms prevail over any terms of business or purchase conditions proffered by the Client.

The Agency operates as an Employment Business as defined in s13(1) and (3) of the Employment Agencies Act 1973 (the Act) in relation to the supply of Temporary Workers to the Client and as an Employment Agency as defined in section 13(1) and (2) of the Act with respect to supplying and introducing Temporary Workers/Applicants to be permanently employed by the Client. The Agency will ensure compliance with the Agency Worker Regulations of 2010.

The interviewing of an Applicant introduced by the Agency constitutes acceptance of these terms.

In the event that a Temporary Worker becomes permanently employed by the Client, the Client shall pay the Agency the appropriate percentage of the Remuneration Fee as set out in our Scale of Fees and the Terms and Conditions for Permanent Workers in this agreement shall apply, subject to the following:

Where the Client, or a third party introduced by the Client wishes to employ the Temporary Worker/Applicant in a permanent role they must give notice to the Agency and the Client or third party introduced by the Client, may elect to do either of the following:

- (a) Elect to hire the Temporary Worker/Applicant for a six-week period under the same terms as previously applied to that Temporary Worker; or
- (b) Employ the Temporary Worker directly and pay the appropriate Remuneration Fee.

Charges:

The Client agrees to pay the hourly charges of the Agency as notified at the commencement of the Assignment and as maybe 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 comprised mainly of the Temporary Worker remuneration but also include the Agency's commission, Employers National Insurance contributions and any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses that are reasonable.

The charges are invoiced to the Client on a monthly basis and are payable within 7 days. The company reserves the right to charge interest on any amounts outstanding for 30 days, from the date the invoice was submitted, at the rate of 2% per annum above the RBOS base rate at that time.

No refunds or rebates shall be payable in respect of Temporary Worker, save for the Agency's discretion to reduce or cancel charges pursuant to our Termination Clause.

Where the Temporary Worker becomes permanently employed our Terms & Conditions for Permanent Staff remuneration shall apply.

Timesheets:

At the end of the 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 sign the Agency's timesheet verifying the amount of hours worked by the Temporary Worker during the week.

Signature of such Timesheets by the Client constitutes acceptance that the Temporary Worker has provided their services for the hours indicated on the timesheet and that such services have been satisfactory. Failure to sign the timesheet does not alter the Clients liability to pay for hours worked.

Remuneration:

The Agency assumes responsibility on behalf of the Client for payment of remuneration, deduction and payment of all statutory contributions in respect of Earnings Related Insurance and the administration of Schedule E Income Tax (PAYE), applicable to the Temporary Worker.

Introduction Fees – Temporary to Permanent:

The direct Engagement by a Client of a Temporary Worker introduced by the Agency, or the introduction by the Client of a Temporary Worker to any third party resulting in an Engagement (or, where applicable, if the Temporary Worker has become incorporated under a Limited Company, the engagement, use or introduction of that Limited Company) renders the Client subject to the payment of introduction fee calculated in accordance with the accompanying scale of fees for permanent introductions provided that the Engagement takes place within the Relevant Period.

For the purpose of clarity the relevant period shall mean whichever of the following periods ends later:

- (a) the period of 10 weeks commencing on the day after the day on which the Temporary Worker last worked for the Client pursuant to being supplied by the Agency; or
- (b) subject to paragraph (c) below, the period of 16 weeks commencing on the first day on which the Temporary Worker worked for the hirer pursuant to being supplied by the Agency.
- (c) In determining for the purposes of paragraph (b) above the first day on which the Temporary Worker worked for the Agency pursuant to the supply of that Temporary Worker to the Client by the Agency, no account shall be taken of any supply that occurred prior to a period of more than 42 days during which that Temporary Worker did not work for the Client pursuant to being supplied by the Agency.

Where the introduction fee is payable Client should immediately inform the Agency of the annual remuneration agreed with the Applicant.

Liability:

Whilst every effort is made by the Agency to give satisfaction to the Client by ensuring reasonable standards of skill, integrity and reliability from Temporary Workers and further to provide them in accordance with the Client's booking details, the Agency is not liable for any loss, expense, damage or delay arising from any failure to provide any Temporary Worker for all or part of the period of the booking or from the negligence, dishonesty, misconduct or lack

of skills of the Temporary Worker. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence.

Temporary Workers are engaged by the Agency under contracts to perform work and services. They are deemed to be under 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 acts, errors, or omissions of the Temporary Worker, whether willful, negligent or otherwise as though he was on the payroll of the Client.

The Client will also comply in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations, Annual Leave by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff, 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 Agency of any special Health and Safety matters and any Health and Safety risks which exist and about which the Agency is required to inform the Temporary Worker.

The Client will assist the Agency in complying with the Agency's duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Agency and the Client will not do anything to cause the Agency to be in breach of its obligations under these 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 Agency of this requirement before the commencement of that week. The Client agrees to notify the Agency forthwith of any holiday notices received by them from the Temporary Worker.

The Client understands that after a period of 12 weeks employment in the role, the Agency Worker Regulations of 2011 will apply to the temporary worker.

The Client shall indemnify and keep the Agency indemnified against any costs, claims or liabilities incurred by the Agency arising out of any Assignment and/or as a result of any breach of these Terms and Conditions.

Termination:

The Client undertakes to supervise the Temporary Worker sufficiently to ensure the Client's satisfaction with the Temporary Workers 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 Agency to remove the Temporary Worker. The Agency may at their absolute discretion in such circumstances reduce or cancel the charges for the time worked by that Temporary Worker, provided that notification of the unsuitability of the Temporary Worker is confirmed in writing to the Employment Business within 48 hours of the termination of Assignment. This clause shall not remove the Client's liability to pay the Agency for the time worked by the Temporary Worker at the full rate of agreed charges.

Any of the Client, the Agency or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability

Law:

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

It is accepted on behalf of the Company, the terms and conditions have been read and accepted:

Date:

Name:

Signed:

Position in Company:

Ragged Edge Consulting Limited Privacy Statement

Ragged Edge Consulting Limited is committed to the privacy of all its users. The personal information you give us on registration remains private and is only used for the purposes of recruitment.

Candidates will be asked to provide personal details in certain fields on our website to achieve registration on our database. Curriculum Vitae's are requested for all job applicants and are used only to evaluate the candidate. Candidates' details are put into our database using unique record numbers and are submitted to companies with any personal or identifying details removed. Applicant's details will be reviewed after thirty days and may be subsequently held for a maximum of sixty days after which they will be disposed of.

The website server holds the Names, Addresses and Contact Persons of any company that registers using the 'company registration' page in order to submit vacancies for listing on the Ragged Edge website.

The server also holds details of any vacancies that these companies submit, each record being linked to the originating company using a unique company record number.

The site uses cookies to store the username and password that a company used to access the vacancy Submission page of the site. These cookies expire immediately on the visitor exiting the browser unless the user specified otherwise, using the 'Remember these Details' checkbox on the login page.

The site uses cookies to store the Name, Address and Contact details of a user on that users machine. These cookies expire if they are not used again within thirty days. No vacancy application details are stored anywhere on the website.

We are registered under the Data Protection Act 1998. Our Registered number is PZ6139940.