



terms & conditions of business



Recommended by You

This document sets out the terms and conditions ("Terms") upon which Randstad Financial & Professional Limited of 450 Capability Green Luton, Beds LU1 3LU ("Randstad F&P") will introduce and supply Work Seekers and Agency Workers to the Client (all as defined herein).

Client name:	
Company number:	
Signed:	
I warrant that I am authorised to sign these Terms for and on behalf of the Client	
Position:	
Date:	

Notwithstanding the absence of a signature from the Client, these Terms are deemed to be accepted by the Client by virtue of its request for, interview with or Engagement of the Work Seeker or Agency Worker, or the passing of any information by the Client about a Work Seeker or Agency Worker to any third party following an Introduction and shall prevail over any conflicting terms and conditions put forward by the Client.

**fees table**

gross annual salary	up to £24,999	£25,000 - £49,999	£50,000 +
Introduction fee	20%	25%	30%
<b>contract fees</b>			
Up to 6 months	30%	35%	40%
7 - 11 months	25%	30%	35%
12 months +	An introduction fee as above		

All fees are expressed as a percentage of the first year's "Gross Annual Remuneration Package" which term includes salary and all joining inducements, bonuses, profit share, overseas premiums, travel allowances, living accommodation allowances and any other identifiable financial benefits. (The provision of a car is valued at £5,000. Living accommodation allowances are valued at £25,000 in the absence of other information).

The Contract Fee due will be calculated as 'x'/12ths of the Gross Annual Remuneration Package multiplied by the appropriate Contract Fee percentage where 'x' denotes the contract duration in months. The minimum Contract Fee payable will be calculated on the basis of contract duration of 6 months. A further Contract Fee will be payable on each occasion that an extension of or new Contract Assignment is offered by the Client and agreed by the Work Seeker.

Retainer fees, where relevant, will be charged upon retention, at shortlist stage and at offer stage. Fees will be charged, as per the above stages, on a one third, one third, one third basis, at the prevailing rate.

**Terms applicable to permanent and contract assignments**

1. The Introduction Fee, which shall be calculated in accordance with the Fees Table shall become payable by the Client on the day the Work Seeker agrees to an Engagement with the Client. On a Retained Assignment fees will be payable as follows: a retainer fee element immediately upon commencement of the assignment and not returnable under any circumstances; a shortlist fee element, non-returnable, payable upon the presentation to the Client of a minimum of three candidates who in the reasonable opinion of Randstad F&P meet the agreed specification; a Completion Fee element payable on the day a Work Seeker agrees to an Engagement with the Client. All fees shall be calculated in accordance with the Retainer Fee, Shortlist Fee and Completion Fee.

2. In the event that any Work Seeker is rejected by the Client or the Work Seeker rejects an offer of Engagement, if the Work Seeker is subsequently engaged by the Client within six months of the Introduction, the Client shall pay an Introduction Fee to Randstad F&P calculated in accordance with clause 1.

3. If the Client introduces a Work Seeker to another person, firm or corporation resulting in the Engagement of the Work Seeker by that person, firm or corporation within six months of the Introduction, the Client shall pay an Introduction Fee in accordance with clause 1 above as if the Client had Engaged the Work Seeker.

4. If a Retained Assignment is cancelled by the Client, or if, in Randstad F&P's opinion,

the Client for any reason materially alters its requirements submitted to Randstad F&P, then, in addition to the fees payable in accordance with the scale of fees, the Client shall pay an additional fee of 10% of the Gross Annual Remuneration Package, plus all the agreed advertising costs and other expenses incurred by Randstad F&P.

5. When an offer of Engagement has been made in writing by the Client and is subsequently withdrawn by the Client after acceptance by the Work Seeker through no fault of the Work Seeker, the Client shall not be relieved of its obligation to pay the applicable Introduction Fee or Completion Fee.

6. When a Client Engages any additional Work Seeker(s) submitted within a shortlist on a Retained Assignment, an Introduction Fee is payable for each such Work Seeker.

7. For Contract Assignments only:

7.1 The Contract Fee shall be due at the start of the Engagement

7.2 If the Client wishes to extend the agreed initial period of the Contract Assignment then a further fee will be payable subject to the same conditions and calculated as if this was a new separate contract assignment with the exclusion of any replacement/rebate as defined in clause 10;

7.3 If at any time the Client wishes to employ the Work Seeker on a permanent basis, the Client shall pay an amount equivalent to an Introduction Fee.

8. The Client agrees to notify Randstad F&P immediately of any offer of an Engagement which is made to the Work Seeker and to notify Randstad F&P immediately that an offer of an Engagement to the Work Seeker has been accepted and to provide Randstad F&P with full details of the remuneration package.

9. Randstad F&P is able to provide an advertising service to the Client, for which the charges incurred by Randstad F&P are payable by the Client and such charges are available on request.

**10. Refunds/Rebates**

Subject to sub-clauses (i)-(iv), in the event that an Engagement is terminated within:

(a) in the case of Permanent Placements, 12 weeks; or

(b) in the case of Contract Assignments, 4 weeks;

of the date the Work Seeker commenced work for the Client Randstad F&P shall endeavour to find a replacement Work Seeker, suitable for the original vacancy, at no further cost to the Client except for:

(i) any additional advertising costs as may be agreed; and

(ii) any further Introduction Fee or Completion Fee which may be payable where the salary of the replacement Work Seeker is greater than that of the Work Seeker being replaced.

For Permanent Placements only, if, in the opinion of Randstad F&P, a suitable replacement cannot be found Randstad F&P shall refund a percentage of the Introduction Fee or Completion Fee as follows:

length of engagement	percentage refund
0 - 30 days	100%
31 - 60 days	30%

The Client shall only be entitled to a refund or rebate in accordance with this clause if:

(i) The Client has notified Randstad F&P in writing of the termination of the Engagement within 7 days of it taking effect;

(ii) There shall be no Engagement of that Work Seeker other than through Randstad F&P within 6 months from the date of termination;

(iii) The termination is not due to redundancy; and

(iv) All fees have been paid in accordance with these Terms.

**Terms applicable to the supply of temporary workers**

**1. Client Obligations**

1.1 The Client will assist Randstad F&P in complying with Randstad F&P's duties under the Working Time Regulations 1998.

1.2 The Client will comply with its obligations under Regulations 12 and 13 of the AWR.

1.3 The Client undertakes as soon as possible prior to the start of each Assignment and during each Assignment (as appropriate) and at any time at Randstad F&P's request to provide Randstad F&P with such reasonable information as Randstad F&P may request to enable it to comply with its obligations under the AWR including in particular Regulations 5 and 9.

1.4 For the purpose of awarding any bonus to which the Agency Worker may be entitled under the AWR, the Client will integrate the Agency Worker into its relevant performance appraisal system and provide Randstad F&P with copies of all documentation relating to any appraisal of the Agency Worker, including without limitation written details of the outcome of any appraisal and the amount of any bonus awarded.

**2. Timesheets**

2.1 At the end of each week of an Assignment (or at the end of the Assignment where

it is for a period of 1 week or less) the Client shall authorise Randstad F&P's timesheet verifying the number of hours worked by the Agency Worker during that week to the nearest quarter hour.

22 Authorisation of the timesheet by the Client is confirmation of the number of hours worked. If the Client is unable to authorise a timesheet produced for authentication by the Agency Worker because the Client disputes the hours claimed, the Client shall inform Randstad F&P as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with Randstad F&P to enable Randstad F&P to establish what hours, if any, were worked by the Agency Worker. Failure to sign the timesheet does not absolve the Client of its obligation to pay the Charges in respect of the hours worked.

23 The Client shall not be entitled to decline to authorise a timesheet on the basis that it is dissatisfied with the work performed by the Agency Worker.

### 3. Charges

3.1 The Client agrees to pay Randstad F&P's Charges as notified to and agreed with the Client. The Charges are calculated according to the number of hours worked by the Agency Worker.

3.2 In addition to the Charges, the Client will pay Randstad F&P an amount equal to any bonus that the Client awards to the Agency Worker in accordance with clause 1.4 immediately following any such award and Randstad F&P will pay any such bonus to the Agency Worker.

3.3 Randstad F&P reserves the right to vary the hourly Charges agreed with the Client, by giving written notice to the Client, in order to comply with any additional liability imposed by statute or other legal requirement or entitlement.

### 4. Payment of the agency worker

Randstad F&P assumes responsibility for paying the Agency Worker and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Agency Worker pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and for payment of statutory maternity/paternity pay and holiday.

### 5. Transfer fees

#### 5.1 If the Client:

a) Engages an Agency Worker Introduced by Randstad F&P other than through Randstad F&P; or

b) Refers an Agency Worker to a third party and such referral results in an Engagement by that third party;

the Client shall be liable to pay a Transfer Fee calculated in accordance with the Introduction Fee if such Engagement occurs:

i) within 6 months of the Introduction of the Agency Worker to the Client provided that no supply of the Agency Worker by Randstad F&P has occurred; or

ii) within the Relevant Period where the Agency Worker has been so supplied.

5.2 If the Client wishes to Engage the Agency Worker either directly or through another employment business, without liability to pay a Transfer Fee the Client may, on giving one week's written notice to Randstad F&P, engage the Agency Worker for an Extended Period of Hire.

5.3 Where prior to the commencement of the Engagement Randstad F&P and the Client agree that the Engagement will be on the basis of a fixed term of less than 12 months, Randstad F&P may, in its absolute discretion, reduce the Transfer Fee pro rata. Such reduction is subject to the Client Engaging the Agency Worker for the agreed fixed term. Should the Client extend the Agency Worker's Engagement or re-Engage the Agency Worker within 12 months from the commencement of the initial Engagement Randstad F&P reserves the right to recover the balance of the Transfer Fee being the difference between the Transfer Fee paid by the Client and the Transfer Fee which would have been payable had the original Engagement been on a full-time basis.

5.4 No refund of the Transfer Fee will be paid in the event that the Engagement by the Client either directly or through another employment business, or by a third party, terminates or terminates before the end of the fixed term.

### 6. Termination of the assignment

6.1 The Client undertakes to supervise the Agency Worker sufficiently to ensure the Client's satisfaction with the Agency Worker's standards of work. If the Client reasonably considers that the services of the Agency Worker are unsatisfactory, the Client may terminate the Assignment.

6.2 Randstad F&P shall notify the Client immediately if it receives or otherwise obtains information which gives Randstad F&P reasonable grounds to believe that an Agency Worker supplied to the Client is unsuitable for the Assignment. The Client shall remain liable for all such Charges incurred prior to the termination of the Assignment.

6.3 The Client shall notify Randstad F&P immediately and without delay and in any event within 2 hours if the Agency Worker fails to attend work or has notified the Client that they are unable to attend work for any reason.

6.4 The Client, Randstad F&P or the Agency Worker may terminate an Assignment at any time upon immediate notice and without liability (except in relation to any Charges due under clause 3 above).

### 7. Additional terms relating to limited company contractors

7.1 For the avoidance of doubt, Randstad F&P may replace any Agency Worker engaged via a limited company ("Limited Company Contractor") provided that the Client is satisfied that the proposed replacement possesses the necessary skills and expertise to carry out the Assignment.

7.2 For the avoidance of doubt, and notwithstanding anything else contained within these Terms, Limited Company Contractors are not under the supervision, direction or control of Randstad F&P or the Client, the Client does not have the right to supervise, direct and control the Limited Company Contractor and no member of the Limited Company Contractor is an agency worker as defined under the AWR.

### General terms and conditions

#### 1. Interpretation

"Agency Worker" means the individual who is engaged by Randstad F&P and Introduced by Randstad F&P to provide services to the Client;

"AWR" means the Agency Workers Regulations 2010;

"Assignment" means the period during which the Agency Worker is supplied by Randstad F&P to provide services to the Client;

"Calendar Week" means any period of seven days starting with the first day of the relevant assignment;

"Charges" means the charge payable by the Client pursuant to clause 1 of the Permanent Terms and clause 3 of the Contract Terms;

"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 Work Seeker or Agency Worker is introduced or supplied as identified on the first page of these Terms;

"Comparable Employee" means an employee of the Client who:

(a) works for and under the supervision of the Client and is engaged in the same or broadly similar work as the Agency Worker having regard, where relevant, to whether the employee and the Agency Worker have a similar level of qualification and skill; and

(b) works or is based at the same establishment as the Agency Worker or, where there is no comparable employee working or based at that establishment who satisfies the requirements of (a) above, works or is based at a different establishment and satisfies those requirements;

"Conduct Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended) or the Conduct of Employment Agencies and Employment Businesses Regulations (Northern Ireland) 2005 (as amended);

"Contract Assignment" means the Engagement by the Client of a Work Seeker for a fixed period of time.

"Engagement" means the engagement, employment or use of the Agency Worker or Work Seeker by the Client or by any third party to whom the Agency Worker or Work Seeker has been introduced by the Client on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or any other engagement; or through any other employment business; or through a corporate body of which the Agency Worker is an officer, employee or other representative; and "Engage", "Engages" and "Engaged" shall be construed accordingly;

"Extended Period of Hire" means the Client's option to continue to hire the Agency Worker for a period of 26 weeks beyond the duration of the original Assignment or series of Assignments as an alternative to paying a Transfer Fee;

"Introduction" means (i) the passing to the Client of a curriculum vitae or information which identifies the Agency Worker or Work Seeker; or (ii) the Client's interview of an Agency Worker or Work Seeker (in person or by telephone or by any other means); or (iii) The supply of an Agency Worker or Work Seeker; and "Introduces" and "Introduced" shall be construed accordingly;

"Permanent Placement" means the Engagement by the Client of a Work Seeker for an indeterminate period of time;

"Qualifying Period" means a period of 12 Calendar Weeks during which the Agency Worker works in the same role with the Client subject to the requirements and limitations set out in Regulation 7 of the AWR;

"Relevant Period" means the period set out in Regulation 10(5) of the Conduct Regulations;

"Relevant Terms and Conditions" means terms and conditions relating to:

(a) pay;

(b) the duration of working time;

(c) night work;

(d) rest periods;

(e) rest breaks; and

(f) annual leave

that are ordinarily included in the contracts of employees or workers (as appropriate) of the Client whether by collective agreement or otherwise and including (for the avoidance of doubt and without limitation) any basic working and employment conditions that have become contractual by virtue of custom and practice, including copies of all relevant documentation;

"Salary" includes gross base salary or fees, guaranteed and/or anticipated bonus and

commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Agency Worker for services provided to or on behalf of the Client or any third party;  
"Transfer Fee" means the fee payable in accordance with these Terms and Regulation 10 of the Conduct Regulations;  
"Work Seeker" means an individual Introduced by Randstad F&P to the Client for consideration for employment directly by the Client.

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

1.2 The headings contained in these Terms are for convenience only and do not affect their interpretation.

1.3 Words defined in the Permanent Terms and Contract Terms shall have the same meaning herein.

## 2. The contract

2.1 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a Director of Randstad F&P 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.

2.2 Randstad F&P shall act as an employment business when supplying Agency Workers and as an employment agency when introducing Work Seekers.

## 3. Client obligations

3.1 To enable Randstad F&P to comply with its obligations under the Conduct Regulations the Client undertakes to provide to Randstad F&P details of the position which the Client seeks to fill, including the following:

3.1.1. the type of work that the Agency Worker or Work Seeker would be required to do;

3.1.2. the location and hours of work;

3.1.3. the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Agency Worker or Work Seeker to possess in order to work in the position;

3.1.4. any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;

3.1.5. the date the Client requires the Agency Worker or Work Seeker to commence the Assignment;

3.1.6. the duration or likely duration of the Assignment;

3.1.7. the minimum rate of pay, expenses and any other benefits that would be offered.

## 4. Charges

4.1 The Charges are payable by the Client within 14 days of the date of each invoice. VAT is payable at the applicable rate on the entirety of these Charges. Randstad F&P reserves the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998 on invoiced amounts unpaid by the due date until the date of payment.

4.2 Subject to clause 10 of the Permanent Terms, no refunds are payable in respect of the Charges.

4.3 The Client's obligations under this clause 4 shall be performed without any right of the Client to invoke set-off, deductions, withholdings or other similar rights.

4.4 The Client agrees that payments made directly to Agency Workers or advance payments to Agency Workers are not permitted and shall not form grounds for discharge or redemption of the Charges.

4.5 If the Client wishes to appeal against Randstad F&P's invoice, the Client must do so in writing within seven days from the date of invoice. After this period no claim will be processed and the Client shall not have a right of appeal.

4.6 Should Randstad F&P incur any costs in recovering any overdue payment from the Client (including the full costs of legal representation and proceedings, judicial or otherwise); the Client shall pay those costs in full.

## 5. Confidentiality and data protection

5.1 All information relating to an Agency Worker is confidential and subject to the Data Protection Act 1998 ("DPA") 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 DPA in receiving and processing the data at all times.

5.2 Information relating to Randstad F&P'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. For the avoidance of doubt, the Client shall not be permitted to publish or disclose to any third party any of Randstad F&P's proprietary data, correspondence, pricing information, computer programmes or systems information without Randstad F&P's prior written consent, except to the extent that such information is public knowledge other than by reason of your breach of these Terms.

## 6. Intellectual property rights

All copyright, trademarks, patents and other intellectual property rights deriving from the Assignment shall belong to the Client. Accordingly Randstad F&P shall use its reasonable endeavours to ensure that the Agency Worker shall execute all such documents and do all such acts in order to give effect to the Client's rights pursuant to this clause.

## 7. Liability

7.1 Whilst reasonable efforts are made by Randstad F&P to give satisfaction to the Client by ensuring reasonable standards of skill, integrity and reliability from the Agency Worker or Work Seeker and to provide the same in accordance with the details as provided by the Client, no liability is accepted by Randstad F&P for any loss, expense, damage or delay incurred by the Client as result of:

7.1.1 any failure to provide any Agency Worker or Work Seeker; or

7.1.2 from the negligence, dishonesty, misconduct or lack of skill of the Agency Worker or Work Seeker.

7.2 Subject to clause 7.5 Randstad F&P's total liability for all loss, liability, expenses, damages or claims to the Client (for all causes such as but not limited to contract, tort, indemnity, strict or statutory authority or otherwise) shall not exceed the sum of the Charges paid or payable by the Client to Randstad F&P in the 12 calendar months preceding the event which gave rise to Randstad F&P's liability and in no event shall exceed an aggregate total sum of £250,000.00 per calendar year.

7.3 No liability is accepted by Randstad F&P if the Agency Worker terminates the Assignment for any reason.

7.4 Randstad F&P shall not in any circumstance be liable to the Client for indirect, financial or consequential losses, including, for the avoidance of doubt, loss of profits, reputation or anticipated savings.

7.5 For the avoidance of doubt, Randstad F&P 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.

7.6 Agency Workers supplied by Randstad F&P are engaged under contracts for services with Randstad F&P. Notwithstanding this the Agency Workers are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment. Therefore for the duration of the Assignment the Client agrees to be responsible for all acts, errors or omissions of the Agency Worker, whether willful, negligent or otherwise.

7.7 The Client shall comply in all respects with all statutory provisions as are in force from time to time including, for the avoidance of doubt by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff (excluding the matters specifically mentioned in clause 4 of the Contract Terms), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Agency Worker during all Assignments.

7.8 The Client shall indemnify and keep indemnified Randstad F&P against any costs, claims, damages, expenses or liabilities incurred by Randstad F&P arising out of any Assignment or arising out of the Client's noncompliance with, and/or as a result of its breach of, these Terms.

7.9 The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Agency Worker for the Agency Worker to fill the Assignment.

7.10 Other than those conditions, warranties and other terms set out in this Agreement all conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Agreement whether by statute, common law or otherwise are hereby excluded.

## 8. Non solicitation

The Client shall not solicit or endeavour to entice away from Randstad F&P anyone employed or engaged by Randstad F&P in the capacity of a consultant, Branch Manager, Operations Manager or other corporate capacity except with the prior written consent of a Randstad F&P Director. A breach of the clause will render the Client liable to pay a Transfer Fee in accordance with clause 5 of the Contract Terms.

## 9. 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.

## 10. Force Majeure

Neither Party shall have any liability to the other for delay or loss occasioned by war, strike, lockout, industrial dispute, fire, illness, or other circumstance which is outside of their reasonable control.

## 11. 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.