

# Summary of Terms

**THIS DOCUMENT IS NOT A CONTRACT. IT PROVIDES ONLY A GENERAL SUMMARY OF THE TERMS & CONDITIONS.**

## PART I - Employment Agency

### Option A Introduction fee single payment

1. The Client provides the Agency with details of the position which the Client seeks to fill; type of work, the location and hours of work; the experience, training, qualifications; the duration or likely duration of the work; the conditions of remuneration etc., by submission of a completed Employer Application Form (E-1).

2. The Agency supplies the documentation of suitable applicants (candidates) and then arranges contact between the Client and any applicants selected by the Client.

3. The Client agrees to notify the Agency immediately of any offer of an engagement made to the applicant and to notify the Agency immediately that its offer of an engagement to the applicant has been accepted and to provide details of the applicant's remuneration.

4. The fee for the introduction of the applicant depends on the level of his annual remuneration; It is calculated as a percentage of the remuneration during the first 12 months:

Level of Annual Remuneration	Fee Payable
Up to £11,000	8% (of the annual remuneration)
£11,001 to £15,000	9% (of the annual remuneration)
£15,001 to £20,000	10% (of the annual remuneration)
£20,001 to £25,000	11% (of the annual remuneration)
£25,001 to £30,000	12.5% (of the annual remuneration)
£30,001+	15% (of the annual remuneration)

5. Term of payment: 14 days of the date of invoice. VAT will be charged on the fee if applicable. Agency reserves the right to charge interest for any delay in payment.

6. If the engagement is for a fixed term of less than 26 weeks (app. 6 months), the rate for the fee paid weekly/monthly applies according to the actual duration of engagement.

7. The Agency reserves the right to protect its business; If the Client subsequently engages or re-engages the applicant within the period of six calendar months from the date of termination of the engagement or withdrawal of

the offer, the full fee becomes payable. If, after an offer of engagement has been made to the applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Agency a cancellation fee of 10% of the annual remuneration of the applicant.

8. If the Client is not satisfied with the candidate and the engagement terminates before the expiry of 10 weeks from the commencement of the engagement (except where the applicant is made redundant) the fee will be refunded as shown below:

Length of employment	Refund
1 or 2 weeks worked	100%
3 or 4 weeks worked	70%
5 or 6 weeks worked	50%
7 or 8 weeks worked	30%
9 weeks worked	20%
10 weeks worked	10%
11 weeks worked and more	0%

9. The Client is the employer and is responsible for all formalities required by law of the country in which the applicant is engaged to work.

### Option B Introduction fee paid weekly/monthly

10. All the rules for cooperation are as described in Option A, but remuneration is paid weekly/monthly and it is based on the remuneration of the worker in this period, as shown below:

Weekly Remuneration	Fee Payable
Up to £250 for entry level workers	16%
Up to £250 for non-entry level workers	20%
£251 to £300	22%
£301 to £350	24%
£351 to £450	26%
£451 to £550	28%
£551+	30%

In this case the refund schedule does not apply. VAT will be charged on the fee if applicable

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## **PART II Employment Business**

### **Option C Temporary service**

1. The Client provides the Agency with details of the position which the Client seeks to fill; type of work, the location and hours of work; the experience, training, qualifications; the duration or likely duration of the work; the conditions of remuneration etc., by submission of a completed Employer Application Form (E-1).

2. The Agency will submit the documentation of the candidates for temporary work and offer the price for the services of the workers, and then arranges contact between the Client and any applicants selected by the Client.

3. The Client agrees to pay such hourly charges of the Agency as shall be notified to and agreed with the Client. The charges comprise mainly the temporary worker's pay but also include the Agency' commission calculated as a percentage of the temporary worker's pay, Holiday Pay, Employer's National Insurance contributions and other costs of employment. VAT, if applicable, is payable on the entirety of these charges. The Agency's commission is calculated per job/employee and the rate is not lower than the Introduction fee when paid weekly, as described in Part I clause 10 (option B).

4. The charges are invoiced to the Client on a weekly basis and are payable within 7 days. The Agency reserves the right to charge interest on any overdue amounts.

5. 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) the Client shall sign the Agency' time sheet verifying the number of hours worked by the temporary worker during that week.

6. The Client undertakes to immediately inform the Agency of any change of any employment condition.

7. The Agency assumes responsibility for paying the temporary worker and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE.

8. The Agency reserves the right to protect its business; If the Client directly or indirectly (e.g. being provided by another employment business) engages or re-engages the worker during or after the termination of the assignment or instead of the assignment, the introduction or transfer fee becomes payable (described in detail in the full Terms and Conditions).

9. Temporary workers supplied by the Agency are engaged under contracts for services. They are the employees of the Agency but are deemed to be under the supervision, direction and control of the Client.

10. The Client will also comply in all respects with all statutes (the Working Time Directive, Health and Safety At Work Act etc.) and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff (excluding the payroll),

11. The Client agrees to be liable for the temporary workers' actions as if the temporary worker was an employee of the Client (excluding the payroll matters). The Client is responsible for the provision of adequate Employer's and Public Liability Insurance cover for the temporary worker. The Client shall submit copies of the insurance certificates upon the Agency' request.

12. The Client agrees to be responsible for all acts, errors or omissions of the temporary worker. The Agency will not be held liable for any such occurrences.

13. The Client shall advise the Agency of any special health and safety matters about which the Agency is required to inform the temporary worker and about any other requirements, which must be satisfied if the temporary worker is to fill the Assignment. The Client will assist the Agency in complying with the Agency' duties under the Working Time Directive.

14. In the event of the engagement by the Client of a temporary worker supplied by the Agency, the Client shall pay the transfer fee (as for the recruitment agency service, discounted depending on the period for which the worker was hired) or, upon giving 5 days notice, elect the extended period of hire of the temporary worker being 26 weeks; after that period the Client can employ the temporary worker without introduction fee.

15. Any of the Client, the Agency or the temporary worker may terminate an Assignment at any time without prior notice. If the Client declared a minimum period of the assignment and the abridgement of the assignment is significant, in some cases the 10% cancellation fee may apply.

16. The Agency and Client shall inform each other about the expected date of termination of the contract and about any changes of that date immediately.