

Name of Client –

1. DEFINITIONS

1.1 In these terms of business the following definitions apply:

“**Assignment**” means the period during which the Temporary Worker is supplied to render services to the Client;

“**Temporary Worker**” means the person whose services are supplied by the Employment Business to the Client;

“**Client**” means the person, firm or corporate body together with any subsidiary or associated company defined in the Companies Act 1985 to who the Temporary Worker is supplied or introduced;

“**Engagement**” means any employment or use of the Temporary Worker directly by the Client or any third party or through any other employment business on a permanent or temporary basis, whether under a contract of service or for services; an agency, licence, franchise or partnership arrangement; or any other engagement; directly or through a limited company of which the Temporary Worker is an officer or employee.

“**Employment Business**” means Mpeople Recruitment Services Limited of Premier House, Bradford Road, Cleckheaton. BD19 3TT.

“**Introduction**” means the Client’s interview of a Temporary Worker in person or by telephone, following the Client’s instruction to the Employment Business to search for a Temporary Worker; or the passing to the Client of a curriculum vitae or other information which identifies the Temporary Worker and which leads to an Engagement of that Temporary Worker by the Client.

“**Introduction Fee**” means the fee payable in accordance with clause 6.1 (b) below and regulation 10 of the Conduct of Employment Agencies and Employment Business Regulations 2003.

“**Relevant Period**” means the later of either 14 weeks from the first day (which for the purpose of this Agreement shall mean the first occasion on which a Temporary Worker is supplied to work for the Client, or the first day of an Assignment where there has been more than 42 days since the end of any previous assignment on which the Temporary Worker was supplied by the Employment Business to work for the Client), or eight weeks from the day after the Temporary Worker was last supplied by the Employment Business to the Client.

“**Transfer Fee**” means the fee payable to the Employment Business in accordance with clause 6.1 (b) and 6.2 below and regulation 10 of the Conduct of Employment Agencies and Employment Business Regulations 2003.

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

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

2. THE CONTRACT

2.1 These terms constitute the contract between the Employment Business and the Client for the supply of the Temporary Worker’s services by the Employment Business to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or Engagement of the Temporary Worker or the passing of information about the Temporary Worker to any third party following an introduction.

2.2 These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by the Managing Director or a member of the Senior Management Team of the Agency, these terms prevail over any terms of business or purchase conditions put forward by the Client.

2.3 No variation or alternation to these Terms shall be valid unless the details of such variation are agreed between 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 which such a varied terms shall apply.

3. CHARGES

3.1 The client agrees to pay an hourly charge to the Employment Business. The charges are calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour). The charges are calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour). The price comprises mainly of the Temporary Worker’s pay and also includes the Employment Business’ commission calculated as a percentage of the Temporary Workers pay, employer’s national insurance contributions, holiday and all other statutory payment that is paid to the Temporary Worker which are deemed applicable by the Employment Business and any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable. VAT is payable on the entirety of these charges.

3.2 The charges are invoiced to the Client on a weekly basis and are payable within 14 days. The Company reserves the right to charge interest on any overdue amounts at the rate of 4% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

4. TIMESHEETS

4.1 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) the Client shall sign a timesheet verifying the number of hours worked by the Temporary Worker during that week.

4.2 A signature on the timesheet by the Client is confirmation of the number of hours worked by the Temporary Worker. If the Client is unable to sign a timesheet produced for authentication by the Temporary Worker because the Client disputes the hours claimed, the client shall inform the Employment Business as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with the Employment Business to enable the Employment Business to establish what hours, if any, were worked by the Temporary Worker. Failure to sign any timesheet does not absolve the client’s obligation to pay charges in respect of the hours worked.

4.3 The Client shall not be entitled to decline to sign a timesheet on the basis that he is dissatisfied with the work performed by the Temporary Worker. In cases of unsuitable work the Client should apply the provisions of clause 8.1 below.

5. REMUNERATION

5.1 The Employment Business assumes responsibility for payment of the Temporary Worker's remuneration and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker pursuant to sections 44-47 of the Income Tax (earnings and Pensions) Act 2003.

6. TRANSFER AND INTRODUCTION FEES

6.1 In the event of the Engagement of a Temporary Worker 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 shall be liable to either

a) Subject to electing upon 7 days notice, an extension period of hire of the Temporary Worker being 26 weeks during which the Employment Business shall be entitled to the charges set out in clause 3.1 above for each hour the Temporary Worker is employed or supplied for the entire 26 week period; or

b) A Transfer fee calculated as follows; 18% of the salary applicable during the first 12 months. In the event that the Engagement is for a fixed term contract of less than twelve months and the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within six calendar months from the date of termination of the first Engagement, the Client shall be liable to pay a further fee based on the additional salary applicable. Where the Client fails to inform the Employment Business of the remuneration the introduction fee will be equivalent to a multiple of 400 times the hourly charge of the Employment Business for the Temporary Worker's service. VAT is payable in addition to any fee due.

6.2 In the event that the Temporary Worker is introduced by the Client to a third party which results in the Engagement of the Temporary Worker by the third party within the Relevant Period the Client shall be liable to pay a transfer fee set out in clause 6.1 (b). VAT is payable in addition to any fee due.

7. LIABILITY

7.1 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 Temporary Workers and further to provide them in accordance with the Client's booking details, the Employment Business 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 period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.

7.2 Temporary workers are engaged by the Employment Business under contracts for services. They 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. The Client agrees to be responsible for all acts, errors or omissions of the Temporary Worker, whether wilful, negligent or otherwise as though he was on the payroll of the Client. The Client will comply in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations, 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 5 above), 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 Employment Business of any special health and safety matters about which the Employment Business is required to inform the Temporary Worker. The Client will assist the Employment Business in complying with the Employment Business' duties under the Working Time Regulations by supplying the Employment Business with any relevant information about the Assignment prior to its commencement 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 Temporary Worker for more than 48 hours in any week, the Client must notify the Employment Business of this requirement before the commencement of that week.

7.3 The Client shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with clause 7.2 and/or as a result of any breach of these Terms by the Client.

8. TERMINATION

8.1 The Client undertakes to supervise the Temporary Worker sufficiently to ensure the Client's satisfaction with the Temporary Worker's standard 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 Employment Business to remove the Temporary Worker. The Employment Business may in such circumstances reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates:-

a) within eight hours of the Temporary Worker commencing the Assignment where booking is for more than one week; or

b) within two hours for bookings of seven hours or less and also 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.

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

8.3 The Client shall notify the Employment Business immediately and without delay and in any event within 24 if the Temporary Worker fails to attend work or notifies the Client that he is unable to attend work for any reason.

8.4 The Employment Business shall notify the Client immediately if it receives or otherwise obtains information which give it reasonable grounds to believe that a Temporary Worker supplied to the Client is unsuitable for the Assignment and shall terminate the Assignment

9. LAW

9.1 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.

Workers supplied to the hirer are to be employed under these terms and conditions of business.

The hirer agrees to inform Mpeople of any changes in circumstances, ownership or other events which may effect this agreement.

Payments are due within 14 days of invoice date.

Additional Information:

Full Company Name: _____

Company Registration Number: _____

Company Invoice Address _____

Confirmation of Rates & Terms:

Type of staff required: _____

Basic rate(s): _____

Overtime applicable (hours and rates): _____

Minimum Hours: _____

Any additional charges: _____

Signed on behalf of the client (Hirer)

SIGNED

FULL NAME

DATE

Signed on behalf of Mpeople Recruitment Limited

SIGNED

FULL NAME

DATE
