

# Terms of Business

These Terms of Business are between:-

**White Recruitment Ltd** of 320 Victory Business Centre, Portsmouth, Hampshire, PO1 1PJ (the "**Company**"), and the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 and any customer of the Client requiring the services of the **Company** ( the "**Client**")

## Whereas

- (1) these Terms are deemed to cover the supply of services by White Recruitment Ltd; and
- (2) where supplying Candidates for employment by the Client WR acts as an employment agency; where supplying Candidates for temporary engagement by the Client WR acts as an employment business; and
- (3) the Company operates in the Engineering, Sales, Business, Healthcare and associated sectors of the Recruitment Industry.

## 1. DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

**Assignment** means the period during which the Candidate is supplied to render services to the Client.

**Candidate** means the person introduced by the Company to the Client for an Engagement, including any officer or employee of the Limited Company where the individual supplied is a Limited Company Contractor. Candidates engaged on a temporary basis are not at any time considered to be employed by either the Company or the Client.

**EAA Regs** means the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

**Engagement** means the use of the Candidate by the Client on a permanent or temporary basis, whether under a contract of service or for services; under an agency, license, franchise or partnership agreement, trial, induction, or any other engagement or employment.

**Introduction** means (1) the passing to the Client of a CV or other information which identifies the Candidate following Client's instructions to the Company to search for a Candidate or (2) the interview (in person or by telephone) or Engagement of a Candidate by the Client (or any Third Party who has obtained such information through the Client's intermediation) following the passing to the Client by the Company of a speculative CV or other information which identifies the Candidate.

**Limited Company Contractor** means the Candidate, who may or may not have Opted-Out of the EAA Regs, whose services are supplied by the Company to the Client through a Limited Company which is contracted by the Company under a Contract for Services.

**Remuneration** includes 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 Candidate for services rendered to or on behalf of the Client.

## 2. GENERAL

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

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

2.3 These Terms of Business are deemed to be accepted by the Client by virtue of a request for details of or Introduction to suitable Candidates by CV or in person.

2.4 In submitting a vacancy to the Company the Client agrees that the Company may advertise that vacancy with or without naming the Client as agreed at that time.

2.5 No variation or alteration of these Terms of Business shall be valid unless approved in writing by an employee of the Company.

2.6 These Terms contain the whole agreement between the parties and supersede and replace any prior written or oral agreements, representations or understandings between the parties, and in particular shall supersede any terms set out in any purchase order or other communication issued by the Client to the Company.

## 3. CLIENT'S OBLIGATIONS

3.1 The Client agrees to provide the Company with details regarding Health & Safety on Client's site(s).

3.2 Although the Company will carry out ID checks pursuant to the EAA Regs, the client agrees to establish the Candidate's eligibility to work in the UK prior to the Candidate's commencement of services in accordance with requirements set out in the Immigration, Asylum & Nationality Act 2006 and any subsequent amendments thereof.

3.3 The Client shall satisfy itself as to the suitability of the Candidate whether it be on a temporary, permanent or contract basis and shall be responsible for obtaining work permits and other permits if required, for the arrangement of medical examinations and / or investigations into the medical history of any Candidate, and satisfying any medical and other requirements or qualifications required by law of the country in which the Candidate is engaged to work.

#### 4. LIABILITY

4.1 The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Company seeking a Candidate for the Client or from the Introduction to or Engagement of any Candidate by the Client or from the failure of the Company to introduce any Candidate. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.

#### 5. LAW

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

#### CONCERNING THE INTRODUCTION OF PERMANENT STAFF TO BE DIRECTLY EMPLOYED BY THE CLIENT

#### 6. NOTIFICATION AND FEES

6.1 The Client agrees:

6.1.1 To notify the Company immediately of any offer of Employment or engagement which it makes to the Candidate;

6.1.2 To notify the Company immediately that its offer of Employment or engagement to the Candidate has been accepted and to provide details of the Remuneration; and

6.1.3 To pay the Company's fee within 14 days from the date of the invoice;

6.2 A fee is incurred by the Client when the Candidate commences the Engagement and the Company will render an invoice to the Client for its fees.

6.3 The fee payable to the Company by the client for the introduction of a candidate is based upon the Remuneration which the Candidate is offered and which the Candidate accepts in consideration of his engagement by the client determined at the date of the offer of engagement. Additionally VAT at the current rate will be charged.

6.4 In the event that the Engagement is for a fixed term of 12 months or more, the fee payable to the Company by the Client for the Introduction of a Candidate is based upon the Remuneration which the Candidate is entitled to earn during the first 12 months of his Engagement by the Client. Additionally, VAT at the current rate will be charged.

#### Scale of Fees

Gross Remuneration (£)		% Charge
0	9,999	15
10,000	14,999	17.5
15,000	19,999	20
20,000	24,999	22.5
25,000	29,999	25
30,000+		27.5

6.5 In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 6.3 will apply pro-rata. If the Engagements is extended beyond the initial term or if the Client re-engages the Candidate within 6 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 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. If the Client subsequently engages or re-engages the Candidate within the period of 6 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 6.3 above becomes payable.

#### 7. REBATES

7.1 In order to qualify for the following rebates, the Client must pay the Company's fees as set out in clause 6.3 within 14 days of the date of invoice and must notify the Company in writing of the termination of the Engagement within 7 days of its termination. Clients accepting discounted fees do not qualify for rebate.

7.2 If the Engagement terminates before the expiry of 8 weeks (except where the Candidate is made redundant, a discount is given or payment is not received within 14 days) the fee will be rebated in accordance with the following rebate:

#### Rebate Scale

Period of Employment	% of Credit
Up to 4 weeks	75
Not exceeding 6 weeks	25
Not exceeding 8 weeks	10

7.3 In circumstances where clause 6.4 applies the full fee stated in clause 6.3 is payable and there shall be no entitlement to a refund.

#### 8. DISCOUNTS

8.1 Discounts must be agreed by the Company in writing or email.

8.2 In the case where fees have been discounted, invoices must be paid within 14 days. Payments received outside this are subject to fees as set out in clause 6.3.

#### 9. INTRODUCTIONS

9.1 Introductions of Candidates are confidential. The disclosure by the Client to a third party of any details regarding a Candidate introduced by the Company which results in an Engagement with that third party within 12 months of the Introduction renders the Client liable to payment of the Company's fee as set out in Clause 6.3 without entitlement to any refund.

9.2 An introduction fee calculated in accordance with Clause 6.3 will be charged in relation to any Candidate engaged as a consequence of or resulting from an introduction by or through the Company, whether direct or indirect, within 12 months from the date of the Company's introduction.

9.3 Where the amount of the actual Remuneration is not known the Company will charge a fee calculated in accordance with Clause 6.3 on the minimum level of remuneration applicable for the position in which the Candidate has been engaged with regard to any information supplied to the Company by the Client and / or comparable positions in the market generally for such positions.

9.4 In the event that any employee of the Company with whom the Client has had personal dealings accepts an Engagement with the Client within 3 months of leaving the Company's employment, the Client shall be liable to pay an introduction fee to the Company in accordance with Clause 6.3

## **CONCERNING THE SUPPLY OF TEMPORARY STAFF SERVICES**

### **10. NOTIFICATION AND FEES**

10.1 The Client agrees to pay the Company's hourly charges as notified at the commencement of the Assignment and as may be varied from time to time during the Assignment. The charges are comprised mainly of the Candidate's remuneration (including, if applicable, Holiday Pay under the Working Time Regulations 1998) but also include the Company's fees, any statutory contributions applicable and travel, accommodation 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. Charges are payable within 14 days from the date of a monthly submitted invoice, or within 30 days from the date of a weekly submitted invoice;

10.2 The company reserves the right to charge interest on invoiced amounts unpaid for more than 7 days pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 from the due date until the date of payment.

10.3 The Company remunerates Candidates by reference to the time sheets completed by the Candidate. Accordingly, each and every time sheet verified by an employee, officer or representative of the Client shall be conclusive evidence of the number of hours worked by the Candidate and shall be conclusive evidence of the Client's satisfaction with the services rendered by the Candidate.

10.4 For the avoidance of doubt, Candidates will not be employees of the Client or the Company and the Client should not treat them like employees.

### **11. INTRODUCTION FEES**

11.1 This clause applies to the direct Engagement by the Client of a Candidate introduced by the Company, the Introduction by the Client of a Candidate any third party resulting in the Engagement of the Candidate by that third party, and to the Candidate being supplied to the Client via another employment business in accordance with Regulation 10 of the EAA Regs.

11.2 In the circumstances described in clause 11.1 above, the Client may at its election either pay the Company an introduction fee in accordance with clause 11.3 below or commit to engage the Candidate as such for a further period in accordance with clause 11.4 below, except where the Candidate is an Opted-Out Limited Company Contractor. Where following written notice by the Company the Client fails to make such election within 7 days following service of the said notice, the right of such election shall pass irrevocably to the Company who may elect by written notice. 11.3 The introduction fee will be calculated in accordance with the Company's scale of fees for permanent engagements as per clause 6.3 above. Where the Client fails to inform the Company of the remuneration, the introduction fee will be calculated by multiplying the last known hourly charge rate of the Company for the Candidate's services by 400. No rebate of the introduction fee will be paid in the event of subsequent termination of the engagement. VAT is payable in addition to any fee due.

11.4 Alternatively, the Client may continue to use the services of the Candidate through the Company on these Terms for the period of 2 years.

### **12. SUITABILITY OF THE CANDIDATE AND LIABILITY OF THE COMPANY**

12.1 Whilst reasonable effort is made by the Company to ensure Candidates have the appropriate standards of skill, integrity and reliability, the Company is not liable for any loss, expense, damage, delay or disruption arising from the provision of a Candidate, the failure to provide or replace any Candidate for all or part of the Assignment, the negligence, dishonesty, misconduct or lack of skill of the Candidate in the course of the Assignment. Nothing in this clause 12.1 shall exclude the Company's liability for death or personal injury arising from its own negligence.

12.2 Candidates are engaged by the Company under contracts for services and are not employees of the Company.

With the exception of Limited Company Contractors they are under the reasonable supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment and any subsequent contract extensions. The Client agrees to be responsible for all direction, supervision, acts, errors or omissions of the Candidate/temporary worker, whether willful or negligent.

12.3 The Client will comply in all respects with the Health and Safety at Work Act 1974, the Working Time Regulations, the Data Protection Act 1998 and all other by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of its own staff. Where the Candidate is supplied through or incorporated under a limited company, the Candidate will decide how best to perform the Assignment and will be responsible for all acts, errors or omissions during and after the assignment. The client is responsible for arranging Employers and Public Liability for the temporary worker.

### **COMPLAINTS**

#### **13. HOW TO RAISE A COMPLAINT**

13.1 Complaints should in first instance be addressed to the WR Consultant. In the event that a complaint cannot be settled with the WR consultant the Client should contact the Directors, White Recruitment Ltd, 320 Victory Business Centre, Portsmouth, Hampshire, PO1 1PJ email: [info@whiterecruitment.com](mailto:info@whiterecruitment.com)