



# Terms and Conditions for The Introduction of Temporary and Contract Staff

## On behalf of Jigsaw Business Group

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<b>Document Saved</b>	C:\Users\TamarBowes\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\R29QNP8X\33.3 Terms and Conditions (Temp or Contractor) - Rev 4 (003).docx				
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## **1.0 Definitions**

The following definitions are used throughout these terms and conditions:

- **The Company:** Jigsaw Business Group Ltd.
- **The Client:** the person, firm or corporate body (together with any subsidiary or associated person, firm or corporate body) to which the Temporary is introduced.
- **The Temporary:** the person introduced by the Company to the Client for engagement, either on a temporary or fixed term contract basis:
  - **Introduction**
    - the passing of a Curriculum Vitae or other information that identifies the Temporary; or
    - the Temporary is interviewed by the Client (in person, by telephone or by any other means), following the Client's instruction to the company to search for a Candidate;in either case leading to the engagement of the Temporary by the Client, within 6 months from the date of introduction.
  - **Engagement** – engagement, offer of employment, employment or use of the Temporary by the client.
- **Remuneration:** The complete remuneration package agreed/accepted by the Client including fees and/or anticipated bonus.
- **Expenses:** Those costs agreed and appended to the Temporary's remuneration package.
- **Overtime:** Those hours worked outside of the contracted standard hours.

## **2.0 General Information**

By introduction or engagement of a Temporary, the client is deemed to have accepted these Terms and Conditions of business, which may only be varied subsequently by agreement in writing from both parties.

## **3.0 Fees and Notification**

### **3.1 Assignment Fees**

The fees payable to the Company by the Client for the services of a Temporary on assignment with the client are in accordance with schedules of either the agreed:

- (a) Daily rates, or
- (b) Hourly rates, which may be amended by agreement between the parties from time to time.

Unless some other basis is agreed in writing between the Company and the Client, when a Temporary is engaged on an Hourly Rate, any Overtime worked will be charged on the following basis:

Overtime period	Overtime charged at:
Week day	Time and a half
Saturday*	Time and a half
Sunday*	Double time

\*For Saturday or Sunday working a minimum charge of four (4) hours per (?) is applicable.

### 3.2 Client Engagement (including Introduction Fees)

The engagement or introduction fee payable to the Company by the Client in the event of the Client Engaging a Temporary who was introduced but not supplied on assignment by the Company or who was supplied by the Company for an assignment, either directly or pursuant to being supplied by another Employment Business shall be calculated on:

Duration:	Applicable Fee	Rate
<ul style="list-style-type: none"> <li>during the assignment; or</li> <li>within 14 weeks from the start of the first assignment (each new assignment where there has been a break of more than 42 days (6 weeks) since the end of the previous assignment shall also be considered to be the first assignment for these purposes); or</li> <li>12 weeks from the day after the last day the Temporary worked on the Assignment</li> </ul>	Engagement Fee	15% of remuneration (gross annual salary plus benefits)
<ul style="list-style-type: none"> <li>In the absence of an assignment, within 6 months from the date of introduction</li> </ul>	Introduction Fee	15% of (why is that different to the 20% we charge for Perms?) remuneration (gross annual salary plus benefits)
If the actual amount of the Remuneration is not known, the hourly charges agreed will be multiplied by 300.		



Alternatively, the client can opt to elect to give 5 days' notice, to **an extended period of hire** of the Temporary. This extended period being a minimum of 12 weeks, during which the Client shall pay the current charge agreed for the Temporary is so employed or supplied.

In the event that the Engagement of the Temporary is for a fixed term of less than 12 months, the Engagement fee calculated as a percentage of the Remuneration, will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Temporary within 3 months of the 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 sooner.

If the Client elects for an extended period of hire, as set out above, but before the end of such period Engages the Temporary supplied by The Company either directly or pursuant to being supplied by another Employment Business or the Temporary chooses not to be supplied for an extended period of hire by the Company, the Introduction Fee calculated as detailed above may be charged, but reduced by such percentage to reflect the period of extended hire already undertaken by the Temporary and paid for by the Client.

The client agrees to:

- Notify the Company in writing, within 5 working days, should a Temporary already be known to the client. Failure to do so will result in the client being liable to pay the fees in the event of the Temporary being engaged by the client.
- Notify the Company if it engages or makes use of any Temporary introduced by the Company whether the Temporary is operating in a personal capacity or through the medium of a limited company or otherwise
- Immediately notify the Company of any offer of engagement which it intends to make to Temporary. Such notification must include details of the full remuneration package.
- Immediately notify the Company of any offer accepted by the Temporary. Such notification must include details of the agreed/accepted remuneration package.
- Provide the relevant 5 days' notice should they wish to opt for the 5-day extended period of hire.

*Where the Client does not give such notice before the Temporary is engaged the parties agree that the Transfer Fee shall be due.*



An invoice for the preceding week(s) for assignment fees will be issued to the Client. All fees are subject to the addition of VAT and are payable within 30 days from the date of invoice. Late payments shall incur interest at the rate of 5% above the base rate of The Bank of England.

#### **4.0 Payment of Temporaries**

The Company assumes responsibility 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 Temporaries as required by law.

The Company will ensure they meet their requirements in confirming the Temporary's eligibility to work in the UK (or other relevant country of the client?) before a Temporary commences an assignment with the client.

#### **5.0 Refunds**

In the event of the services of a Temporary being unsatisfactory the Company, may, at its absolute discretion, reduce or cancel the charge for the time worked by that Temporary, provided that the Temporary leaves that Assignment immediately and that notification, which must be confirmed in writing within five days, is received either:

- Within four hours of the worker commencing duties where the booking is for more than seven hours; or
- Within two hours for the bookings of seven hours or less

There are no refunds available for Engagement or Introduction Fees.

#### **6.0 Suitability and references**

The Company endeavours to ensure the suitability of any Temporary introduced to the client; however the client shall satisfy itself with regard to the suitability for engagement. In instances of engagement, the client is responsible for confirming the Temporary's eligibility to work in the UK (or other relevant countries of the client?), and obtaining any relevant information required to satisfy the clients internal recruitment processes (such as references, medical examinations, qualifications etc.) or as required by law.

#### **7.0 Liability/Indemnities**

The Company shall not be liable under any circumstances for any loss, expenses, 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 connects with the Company seeking a Temporary for the client or from the introduction or engagement of a Temporary by the client or from the failure of the company to introduce a Temporary to the client.

The Client agrees to indemnify The Company against all claims, costs, expenses and any other



liabilities incurred by The Company as a result of, in connection with, or arising out of the Assignment or the provision of Services to the Client, whether such claims are brought by employees or customers of the Client or by any other person, firm or company including but not limited to members of the general public.

Temporaries are under the direction and control of the Client at all times for the duration of the Assignment and accordingly the Client agrees to be responsible for acts, errors and omissions of Temporaries at all such times as if Temporaries were employees of the Client. The Client will accordingly be responsible for maintaining at its own expense adequate insurance (including Employers and Public Liability Insurance) in relation to the Temporaries, which will apply at all times for the duration of the Assignment.

Neither party shall be liable to the other for any claim to the extent that the claim relates to loss of property, goodwill, business opportunity, injury to reputation, third party losses or indirect, consequential or special loss or damage whether in contract, strict liability, tort (including negligence) or otherwise. Neither party may make a claim of any kind more than two years after the cause of action arises.

Nothing in these terms and conditions shall limit either party's liability for death or personal injury resulting from negligence or for fraud or fraudulent misrepresentation.

### **8.0 Restricted Responsibilities**

The Client will not entrust Temporaries with the handling of cash or other valuables without the prior written consent of a Director of The Company.

The Client will not direct or procure Temporaries to drive motor vehicles, goods vehicles or powered industrial trucks without the prior written consent of The Company and any such permission will only be granted on the basis that the Client will be wholly responsible for any liabilities arising out of such use (including but not limited to bodily injury, property damage, fire, theft, or collision claims) and that the Client will take out the appropriate insurance cover (including any cover required by statute) suitably endorsed for the benefit of The Company

### **9.0 Client Responsibilities**

The Client will provide a suitable place for Temporaries to work, which shall comply with all applicable statutes, by-laws, obligations, duties, regulations and legal requirements (including, but not limited to, health and safety).

### **10.0 Confidentiality**

The Company will not disclose or use at any time during or after the termination of this agreement any confidential information of the Client except as required by the Client in



connection with the Temporary’s performance of this agreement or as required by law. Confidential information includes but is not limited to information concerning the business plans, technology, finances, know how, pricing and customers of the client.

The Client will at all times comply with the provisions of the Data Protection Act 1998.

**11.0 Introductions to Third Parties**

Introductions of Temporaries are confidential. If a client discloses a Temporary’s details to a third party, that will be deemed to be a “Third Party Introduction”. If that Third-Party Introduction results in an engagement of the Temporary by the third party, the Transfer Fee payable to the Company by the Client shall be calculated on:

Engagement by a third party:	Transfer Fee
<ul style="list-style-type: none"> <li>• during the duration of the assignment or</li> <li>• within 14 weeks from the start of the first assignment (each new assignment where there has been a break of more than 42 days (6 weeks) since the end of the previous assignment shall also be considered to be the first assignment for these purposes) or</li> <li>• 12 weeks from the day after the last day the Temporary worked on the Assignment</li> </ul>	15% of remuneration (gross annual salary plus benefits)
<ul style="list-style-type: none"> <li>• In the absence of an assignment, within 6 months from the date of introduction</li> </ul>	20% of remuneration (gross annual salary plus benefits)
If the actual amount of the Remuneration is not known, the hourly charges agreed will be multiplied by 300.	

Neither the client nor the third party shall be entitled to a refund of the Third-Party Introduction Fee in any circumstances.