

## Terms & Conditions of Business

These terms constitute the contract between KTM Recruitment [hereinafter called the AGENT for the introduction of permanent staff or EMPLOYMENT BUSINESS for the supply of temporary workers] and the CLIENT for the supply of both temporary and permanent staff.

### **TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT STAFF**

1. These Terms of Business are deemed to be accepted by the Client by virtue of an interview or the engagement [which term includes employment or use, whether under a contract for services] of an applicant introduced by the Agent.

2. Introduction fees are based on a percentage of annual commencing gross salary and taxable emoluments and are as follows [VAT will be charged at the standard rate]:

	<b>Fee</b>
Annual commencing salary up to £14,999	10.0%
From £15,000 to £24,999	12.5%
£25,000+	15.0%

3. The Client agrees to notify the Agent upon engaging any applicant introduced by the Agent and to pay the appropriate fee within 14 days of the commencement of the engagement.

Should a permanent engagement terminate before the expiry of two weeks, a credit note for the entire fee will be issued, less £100 to cover administration costs.

4. Should a permanent engagement terminate before the expiry of ten weeks, the Client must notify the Agent in writing, when the following scale of credit will apply:

Up to 2 weeks	100% (less £100 admin)
Not exceeding 4 weeks	60%
Not exceeding 6 weeks	40%
Not exceeding 8 weeks	20%
Not exceeding 10 weeks	10%

*N.B. If payment is not received within 30 days of invoice date all rights under the refund guarantee will not apply.*

5. Introductions are confidential and the passing of details of any applicant to another company which result in an engagement renders the Client liable to pay the appropriate fee as set out in paragraph 2.

6. Full fees will be charged for any applicants engaged as a consequence, or resulting from, an application to the Agent, even though the introduction is made indirectly.

The Agent will endeavour to make every reasonable effort to ensure suitability of applicants introduced to the Client but does not accept responsibility for any loss, expense, damage or delay, however occasioned. The Client is responsible for taking up references, obtaining work permits and satisfying any medical requirements or qualifications required by law.

The Agent accepts no liability of any kind for any loss or damage to property, or for any other loss, including without prejudice to the generality of the foregoing, loss or profit from any act or omission of any applicant introduced by the Agent, even if such act or omission is negligent or fraudulent or reveals dishonesty.

## **TERMS OF BUSINESS FOR THE SUPPLY OF TEMPORARY STAFF**

1. These terms are deemed to be accepted by the Client by virtue of an interview or the engagement by the Client (which term includes employment or uses whether under Contract of Service, Contract for Services, under an agency, licences franchise or partnership agreement) of a Temporary Worker introduced by the Employment Business.
2. The Employment Business assumes responsibility for payment of wages, deduction and payment of all statutory contributions in respect of Earnings Related Insurance and the administration of schedule E Income Tax (PAYE), applicable to its temporary Workers as required by law.
3. In the event of the Client engaging a Temporary Worker or former Temporary Worker supplied by the Agent or introducing such a person to a third party with a resulting engagement, the Client shall be liable to pay the appropriate introduction fee as set out in Paragraph 2 of our Terms of Business for the Introduction of Permanent Staff.
4. Whilst every effort is made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skill, integrity and reliability from workers and further to provide them in accordance with the booking details, no liability will be accepted by the Employment Business for any loss, expense, damage or delay arising from any failure to provide a particular Temporary Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Workers provided.
5. The Client undertakes to supervise the Temporary Worker(s) assigned to them sufficiently to ensure the Client's satisfaction is met with reasonable standards of workmanship at all times. However, if the services of the Temporary Worker prove to be unsatisfactory and they are asked to leave the assignment, notification in writing is required by the Employment Business from the Client. At this point every reasonable effort will be made to supply a replacement.
6. The Employment Business will endeavour to provide a Temporary Worker for the entire period of the booking, but this cannot be guaranteed. The Client accepts that no liability attaches to the Employment Business for not supplying a Temporary Worker for part of whole of the period of a booking.
7. The Client agrees to pay the hourly charge rate of the Employment Business advised at the time of the booking. The Client agrees to verify and sign the Employment Business time sheets each week. Signing of such time sheets by the Client constitutes acceptance that the Temporary Worker's services have been provided for the hours indicated on the time sheets and such services have been deemed satisfactory. Travelling, hotel or other expenses as may be agreed by the Client will be charged to the Client accordingly and will be itemised on the Employment Business invoices.
8. Temporary Workers are paid by the Employment Business one week in arrears upon receipt of authorised time sheets and invoices will be presented weekly to the Client, payable within 7 days. The Employment Business reserves the right to charge interest on any overdue amounts at the rate of 7% over Bank of England base rate. The Client is reminded that by signing the time sheet of the Temporary Worker, the Client authorises the Employment Business to make payment for total hours worked and the Client agrees to the terms of payment of the Employment Business.
9. Temporary Workers provided by the Employment Business are provided under contracts for services and are deemed to be under the direction and control of the Client from the time the Temporary Worker reports to take up their duties and for the duration of the assignment. The Client agrees to be responsible for all acts, errors, and omissions, be they willful, negligent or otherwise as though the Temporary Worker was on the payroll of the Client and the Client will in all respects comply with all statutes, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff. Including in particular the provision of adequate Employers & Public Liability Insurance cover for the Temporary Worker(s) during all assignments, but excluding the matters specifically mentioned in Paragraph 2.
10. The Client shall indemnify and keep indemnified the Employment Business against any costs, claims and liabilities incurred by the Employment Business arising out of the engagement of the Temporary Worker by the Client.
11. The minimum length of a temporary booking is 4 hours duration. In the event that the booking is less, the Client will be charged for 4 hours unless prior agreement is reached with the Employment Business, or if conditions set out in paragraph 5 apply.