



Terms and Conditions

RFC RECRUITMENT SOLUTIONS Ltd

155-156 HIGH STREET
SOUTHAMPTON
SO14 2BT
T: 02380 226644
F: 02380 227666

Email: sales@rfcsolution.com

WEB: www.rfcsolution.com

Facebook: www.facebook.com/rfcrecruitmentsolutions/

COMPETITIVE



Gangmasters &
Labour Abuse Authority

Licence Number - RFCR0001



Federation of Small Businesses

The UK's Leading Business Organisation

TERMS OF BUSINESS FOR THE SUPPLY OF AGENCY WORKERS

The Parties to this agreement dated day of, are

“The Hirer”:

..... (and its successors), a company incorporated in England and Wales under company number..... and having its registered office at, and

“the Employment Business”:

RFC Recruitment Solutions Ltd (and its successors), a company incorporated in England and Wales under company number 4378325 and having its registered office at 155-156 High Street, Southampton, Hampshire, SO14 2BT.

1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless the context otherwise requires, references to the singular include the plural, and references to the masculine include the feminine and vice versa
- 1.2 The headings in these Terms do not affect its interpretation. Save where the context otherwise requires, references to conditions, sub-clauses, clauses and schedules are to conditions, sub-clauses, clauses and schedules of these Terms. In these Terms the following definitions shall apply:
- 1.3 “**Assignment**” means the period during which the Agency Worker is supplied to the Hirer to render Services.
- 1.4 “**AWR**” means the Agency Workers Regulations 2010 as amended from time to time
- 1.5 “**Supply Service Schedule**” means the schedule to these Terms setting out details of each Assignment.
- 1.6 “**Hirer**” means the person, firm or corporate body together with any subsidiary or associated company (as defined by s. 1159 of the Companies Act 2006) to whom an Agency Worker is introduced or supplied by the Employment Business;
- 1.7 “**Engagement**” means the engagement, employment or use of the Agency Worker by the Hirer or by any Third Party to whom the Hirer Introduces the Agency Worker (with or without the Employment Business’s consent) on a permanent or temporary basis, whether under a contract of service or for services; under an agency, license, franchise or partnership agreement; or through any other engagement or agreement directly or indirectly and “Engage”, “Engages” and “Engaged” shall be construed accordingly;
- 1.8 “**Extended Hire Period**” means an additional period as set out in the Supply Service Assignment Schedule during which the Hirer wishes the Agency Worker to be supplied beyond the duration of the original Assignment or series of Assignments as an alternative to paying a **Transfer Fee**.
- 1.9 “**Introduction**” means a) the passing or disclosure of a curriculum vitae or any other information or details about the Agency Worker; b) the interview of the Agency Worker either in person, by telephone, or by other means; or c) the supply of a Agency Worker whichever is the earlier and “Introduced” and “Introduces” shall be construed accordingly.
- 1.10 “**Regulations**” means the Employment Agencies Act 1973, the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended), and/or the Gangmasters (Licensing Conditions) Rules 2009.
- 1.11 “**Relevant Period**” means the later date of either i) fourteen weeks from the first day on which the Agency Worker was first supplied to the Hirer; or ii) eight weeks from the day after the Agency Worker was last supplied to the Hirer; or 14 weeks from the first day of the Agency Worker’s latest Assignment, if there has been a break of more than 6 weeks since the previous Assignment.
- 1.12 “**Remuneration**” means the gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, any allowances, inducement payments, the benefit of a company car (notionally valued at £7.83 ph), and all other payments or emoluments payable to or receivable by the Agency Worker for services rendered to the Hirer or any Third Party, calculated on an annualised basis.
- 1.13 “**Services**” means the Services defined in the Supply Service Schedule.
- 1.14 “**Agency Worker**” means any individual assigned by the Employment Business to perform services including the Services as defined in the Supply Service Schedule to the Hirer.
- 1.15 “**Third Party**” means any company or person who is not the Hirer. For the avoidance of doubt subsidiaries of the Hirer (as defined by s. 1159 of the Companies Act 2006) are included in this definition.
- 1.16 “**Transfer Fee**” means the Transfer Fee set out in the Supply Service Assignment Schedule.

2. THE CONTRACT

- 2.1 These Terms, together with the Supply Service Schedule(s) and any attachments shall form the entire agreement between the Hirer and the Employment Business and shall supersede any previous agreement between the parties relating to the subject matter herein, and are deemed to be accepted by the Hirer by virtue of an Introduction to or Engagement by the Hirer of an Agency Worker; or the passing of any information about the Agency Worker by the Hirer to any Third Party; or the Hirer's request to interview or interview of a Agency Worker.
- 2.2 In the event of a contradiction between these Terms and the Supply Service Schedule, the Supply Service Schedule shall prevail.
- 2.3 These Terms shall apply to any Engagement of the Agency Worker irrespective of whether the services performed are the same as those for which the Agency Worker was Introduced.
- 2.4 No variation to these Terms shall be valid unless it is in writing and signed by both parties.
- 2.5 To the extent that any terms introduced by the Hirer purport to cancel these Terms or any part of them then those introduced terms or any part of them shall be ineffective and these Terms shall prevail.
- 2.6 Unless the context otherwise requires, references to the Employment Business and the Hirer include their permitted successors and assignees.

3. EMPLOYMENT BUSINESS OBLIGATIONS

- 3.1 The Employment Business agrees to use its reasonable endeavours to ensure that the Services are provided in accordance with the Supply Service Schedule.
- 3.2 The Employment Business shall use its reasonable endeavours to procure that the Agency Worker:
 - 3.2.1. uses reasonable care and skill in supplying the Services;
 - 3.2.2. complies with the Hirer's reasonable requirements as notified by the Hirer to the Employment Business from time to time;
 - 3.2.3. complies with all the Hirer's regulations, policies and procedures of the Hirer, as notified by the Hirer to the Employment Business and/or to the Agency Worker, including those covering health and safety and security; and
 - 3.2.4. uses reasonable endeavours to limit the amount of time that they are absent from an Assignment due to an authorised ante-natal appointment. Following completion of the Qualifying period as defined in Regulation 7 of the AWR, Agency Workers are entitled to paid time off to attend ante-natal appointments, and such appointments shall be authorised by the Employment Business where the Agency Worker provides evidence of the appointment in the form of a certificate from a registered medical practitioner, registered midwife, or registered nurse stating that the Agency Worker is pregnant, and an appointment card or some other document showing that the appointment has been made.
- 3.3 When making an Introduction to the Hirer, the Employment Business shall inform the Hirer of the following:
 - 3.3.1. the identity of the Agency Worker;
 - 3.3.2. that the Agency Worker has the experience, training, qualifications and any authorisations which the Hirer considers are necessary, or which are required by law to perform the Services;
 - 3.3.3. the contractual relationship between the Agency Worker and the Employment Business; and
 - 3.3.4. that the Agency Worker is willing to provide the Services.
- 3.4 Where an Agency Worker is required by law, or any professional body, to have any qualifications or authorisations to work on an Assignment which involves caring for or attending one or more persons under the age of 18 or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Employment Business will take all legally required and reasonably practicable steps to confirm the Agency Worker is suitable for the Assignment including appropriate Disclosure and Barring Service checks to obtain and offer to provide copies of any relevant qualifications or authorisations, two references from persons not related to the Agency Worker who have agreed that the reference they provide may be disclosed to the Hirer and all other reasonable practicable steps.

4. HIRER OBLIGATIONS

- 4.1 To enable the Employment Business to satisfy its obligations under the Regulations and the AWR the Hirer shall provide the Employment Business with the following information regarding each role it seeks to fill as soon as possible and certainly before any Assignment begins (and will notify the Employment Business of any changes thereto before such change occurs or where this is not possible immediately after such change occurs during any Engagement of an Agency Worker):
 - 4.1.1. the date on which the Hirer requires an Agency Worker to commence work, and the duration or likely duration of the work;
 - 4.1.2. the role for which the Hirer seeks an Agency Worker, including the type of work the Agency Worker would be required to do, the location and working hours, any issues relating to health and safety, and details of any steps taken by the Hirer to control or prevent such risk;
 - 4.1.3. the experience, training, qualifications and any authorisations which the Hirer considers are necessary or are required by law or any professional body for an Agency Worker to possess in order to work in the relevant position;
 - 4.1.4. the Remuneration, any expenses, and/or any other benefits which the Agency Worker would be paid, and the intervals at which such Remuneration or other benefits would be paid;
 - 4.1.5. the minimum rate of pay, expenses and/or other benefits that would be payable to the Agency Worker;

- 4.1.6. written details of whether or not the Agency Worker to be supplied by the Employment Business has in the 18 calendar months prior to the start of any Assignment worked for the Hirer or any hirer connected to the Hirer (as defined in Regulation 9(6) of the AWR) via another employment business or "temporary work agency" (as defined in the AWR) or third party and including details of when and in what role(s);
- 4.1.7. written details of any and all comparable employees (as defined by Regulation 5(4) of the AWR) of the Agency Worker, including all their basic working and employment conditions (as defined by Regulation 5(2) and Regulation 6 of the AWR), or where no comparable employee is identified, details of all the basic working and employment conditions (as defined by Regulation 5 (2) and Regulation 6 of the AWR) that the Agency Worker would be provided with had they been recruited directly by the Hirer. Such details shall include provision of copies of the written sources of such basic working and employment conditions where this exists and a written explanation of the basis on which the Hirer considers that the comparable employee, role or information provided is appropriate to meet the obligations under Regulation 5 and Regulation 6 of the AWR;
- 4.2 The Hirer shall for the purposes of providing the Agency Worker with any basic working and employment conditions (as defined by Regulation 5 (2) and Regulation 6 of the AWR) which are related to performance provide the Employment Business with full assistance which shall include agreeing a process for the assessment of the Agency Worker's performance with the Employment Business which is at least in line with the timescales in which they would have been assessed if directly recruited by the Hirer and carry out such assessments in line with this agreed process.
- 4.3 The Hirer warrants that the information provided to the Employment Business pursuant to clause 4.1 is true and accurate in all material respects and that it will, during the term of the relevant Assignment, immediately inform the Employment Business in writing of any subsequent change in any information or documentation provided in accordance with clause 4.1.
- 4.4 The Hirer undertakes and warrants:
 - 4.4.1. to the extent these are applicable, to provide the Employment Business and/or the Agency Worker with any rules (including health and safety, site and security regulations and IT procedures) that apply and are relevant at any site where Services are to be provided.
 - 4.4.2. to provide adequate Employer's and Public Liability Insurance for the cover of Agency Workers during Assignments;
 - 4.4.3. in the event that the Hirer is dissatisfied with the performance of the Agency Worker, to notify in writing the Employment Business immediately, giving the reasons for their dissatisfaction; and
 - 4.4.4. not to commit any act or omission which could be considered as constituting unlawful discrimination or harassment of the Agency Worker either in connection with or during the Assignment;
 - 4.4.5. by its actions it will not cause the Employment Business to be in breach of the Working Time Regulations 1998 (as amended) in respect of the Agency Worker. To assist the Employment Business in complying with its duties under the Working Time Regulations 1998 (as amended) the Hirer will supply any relevant information about the Assignment requested by it and will notify the Employment Business if they require the services of an Agency Worker for more than 48 hours in any week.
- 4.5 The Hirer undertakes and warrants:
 - 4.5.1. that it knows of no reason why it should be detrimental to the interests of the Agency Worker to undertake the Assignment;
 - 4.5.2. to notify the Employment Business immediately of any offer of an Engagement which it makes to the Agency Worker; and
 - 4.5.3. to notify the Employment Business immediately that its offer of an Engagement to the Agency Worker has been accepted and to provide details of all Remuneration to the Employment Business
- 4.6 At the end of each week of an Assignment the Hirer will record and duly authorise the agreed documentation or process to verify the number of hours worked by the Agency Worker during that week.
- 4.7 The Hirer will comply with its obligations under Regulation 12 of the AWR (Rights of agency workers in relation to access to collective facilities and amenities) and Regulation 13 of the AWR (Rights of agency workers in relation to access to employment).
- 4.8 The Hirer shall comply with its obligations under the AWR and will provide any and all information which the Employment Business may require, to enable the Employment Business to discharge its obligations under the AWR. In particular, the Hirer shall notify the Employment Business with immediate effect of any and all requests made by an Agency Worker pursuant to Regulation 16 (Right to receive information) of the AWR and will provide copies of the same to the Employment Business. The Hirer shall also provide any information requested by the Employment Business to assist the Employment Business in complying with its obligations pursuant to Regulation 16 of the AWR as soon as possible but no later than 7 calendar days from the day on which any such complaint or request is received by the Hirer.
- 4.9 The Hirer shall not structure an Assignment or Assignments for any Agency Worker in a manner which would mean that the most likely explanation for the structure of the Assignment(s) is that the Hirer or one or more hirers connected with the Hirer (as defined by Regulation 9(6) of the AWR) intended to prevent the Agency Worker from being entitled to, or from continuing to be entitled to, the rights conferred on the Agency Worker by Regulation 5 of the AWR.
- 4.10 The Hirer shall indemnify the Employment Business against all and any claims made by any Agency Worker supplied to the Hirer arising from or relating to the AWR to the extent that this is due to any act or omission of the Hirer.
- 4.11 In the event of any threatened or actual legal claim brought by the Agency Worker, the Hirer undertakes to provide such information and assistance and take such action as the Employment Business may request, within the timeframe requested and at the Hirer's own cost, to avoid, dispute, resist, mitigate, compromise or defend any such legal claim and to appeal against any judgment given in respect thereof.

5. CHARGES

- 5.1 The Hirer agrees to pay the Employment Business's charges based on the number of hours worked by the Agency Worker as authorised under Clause 4.6, calculated in accordance with the rates shown on the Supply Service Schedule.
- 5.2 The hourly charges comprise of the following:
 - 5.2.1. the Agency Worker's rate of pay, as shown on the Supply Service Schedule;
 - 5.2.2. any agreed expenses incurred by the Agency Worker during the course of the Assignment.
 - 5.2.3. an amount equal to any statutory payments to which the Agency Worker is entitled and which becomes due or has accrued during the period of the Assignment including (but not limited to) statutory leave entitlement, statutory sick pay, statutory maternity, paternity and adoption pay and statutory pension contributions;
 - 5.2.4. any other amounts to which the Agency Worker is entitled under the AWR, where applicable (including (a) amounts in relation to clause 3.2.4; (b) pay for the duration of an Assignment terminated for health and safety reasons relating to an Agency Worker's pregnancy in circumstances where the Employment Business is unable to offer the Agency Worker a suitable alternative Assignment, pursuant to sections 68A, 68B, 68C, and 70A of the Employment Rights Act 1996; and (c) where the Agency Worker is employed by the Employment Business under a contract of employment pursuant to Regulation 10 of the AWR, an amount to cover any period of time during which the Agency Worker is available for work but is not required to carry out an Assignment with the Hirer and during which period the Employment Business is obliged to continue to pay the Agency Worker)
 - 5.2.5. Employer's NI contributions;
 - 5.2.6. the Employment Business's charges to cover operating costs and margin.
- 5.3 The Employment Business reserves the right to vary the agreed charges in order to comply with additional liabilities imposed by statute or other legal requirement, including but not limited to the AWR.
- 5.4 If the Hirer reduces or cancels bookings less than 4 hours before the commencement of an Assignment the Employment Business reserves the right to make a charge equivalent to 4 hours being worked by each Agency Worker booked for an Engagement, at the hourly charge rate agreed for the Assignment.

6. PAYMENT

- 6.1 The Employment Business shall invoice the Hirer on a weekly basis for charges calculated in accordance with Clause 5.
- 6.2 VAT will be added to all charges where applicable at the rate prevailing at the current time.
- 6.3 The Hirer agrees to pay all invoices in full within 14 days of the date of the invoice.
- 6.4 The Hirer will be deemed to have accepted an invoice in full if it fails to notify the Employment Business to the contrary within 7 days from date of receipt. In the event that the Hirer reasonably disputes the hours worked or Services rendered, the Hirer shall notify the Employment Business as soon as possible, but no later than 7 days from receipt and shall co-operate with the Employment Business in establishing what hours were worked by the Agency Worker. The Hirer agrees to pay the undisputed element of any invoice on or before the due date for payment, in accordance with Clause 6.2 above, and once resolved pay any outstanding amount within 7 working days of such agreement.
- 6.5 For the avoidance of doubt, a) failure to verify hours worked does not absolve the Hirer from the obligation to pay the charges in respect of time actually worked; b) the Hirer shall not be entitled to decline to verify hours worked due to the Hirer's dissatisfaction with the Services performed by the Agency Worker.
- 6.6 In the event of delayed or overdue payment, save in circumstances where the relevant invoice is the subject of a bona fide dispute as described in Clause 6.4, the Employment Business reserves the right to charge the Hirer interest under the Late Payments of Commercial Debts (interest) Act 1998 at 13% per seven day period above the base rate of the Bank of England from time to time from the due date until date of payment.
Unless otherwise agreed by the Employment Business, there is no obligation to make any rebates or refunds of charges or other sums paid or payable to the Employment Business under these Terms.

7. PAYMENTS TO AGENCY WORKERS

- 7.1 The Employment Business is responsible for paying the Agency Worker and for making payment to the relevant authorities of any amounts it is required to deduct by law (including any applicable National Insurance, Auto-Enrolment Pension Contribution and PAYE Income Tax).

8. ENGAGEMENT OF AGENCY WORKERS BY THE HIRER OR A THIRD PARTY

- 8.1 In the event of the Engagement of a Agency Worker, Introduced by the Employment Business to the Hirer, either a) directly by the Hirer b) by the Hirer pursuant to being supplied by another employment business, or c) by a Third Party as a result of the Introduction of the Agency Worker to the Third Party by the Hirer either after the Introduction of the Agency Worker (but before the commencement of an Assignment) or during an Assignment or within the Relevant Period, the Hirer shall notify the Employment Business of its intention to Engage and shall give 7 days' written notice of its election to either:
 - 8.1.1. Enter into an Extended Hire Period of the Assignment, or if no Assignment has taken place or the Assignment has already ended, enter into a new Extended Hire Period, of 6 weeks commencing on the date of such notice, during which the Employment Business shall continue to provide the services of the Agency Worker on the same terms and conditions that apply to the Assignment at the date of such notice, unless otherwise agreed and in any case on no less favourable terms, and the Hirer shall continue to pay the charges as set out in Clause 5, and at the end of the extended period of hire, the Hirer may Engage the Agency Worker without payment of any further fee to the Employment Business; or

- 8.1.2. Pay a Transfer Fee of the basic hourly charges detailed in the current Supply Service Schedule, multiplied by 12 **OR** 25% of the Remuneration on commencement of the Engagement. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates.
- 8.2 If the Hirer fails to specify whether payment of a Transfer Fee or an Extended Hire Period is preferred, a fee calculated in accordance with Clause 8.1.2 above shall be payable by the Hirer to the Employment Business upon commencement of the Engagement of the Agency Worker.
- 8.3 Where the Hirer Engages the Agency Worker but for any reason outside its control the Employment Business is unable to supply the Agency Worker to the Hirer for the whole or any portion of the Extended Hire Period, or the terms offered by the Hirer are less favourable than those which applied to the previous Assignment the Hirer shall pay the Transfer Fee calculated in accordance with Clause 8.1.2. The Transfer Fee may be reduced to reflect any charges already paid by the Hirer where the Employment Business has supplied the Agency Worker for part of the Extended Hire Period.
- 8.4 In the event that the Hirer introduces the Agency Worker to a Third Party with whom the Agency Worker enters into an Engagement within the Relevant Period, the Hirer shall be liable to pay a Transfer Fee in accordance with Clause 8.1.2.
- 8.5 VAT, at the prevailing rate, is payable on all Transfer fees and Extended Hire Period fees.

9. UNSUITABILITY OF AGENCY WORKERS

- 9.1 The Hirer shall provide adequate supervision of the Agency Worker to ensure the Services are performed to the Hirer's satisfaction.
- 9.2 The Hirer shall notify the Employment Business immediately and in any event within 2 hours if the Agency Worker fails to attend work or has notified the Hirer that they are unable to attend work for any reason.
- 9.3 If in the reasonable opinion of the Hirer the services of the Agency Worker are unsatisfactory, the Hirer may terminate the Assignment by directing the Employment Business to remove the Agency Worker. Where the Hirer reasonably believes that immediate removal of the Agency Worker from the Assignment is necessary the Hirer may instruct the Agency Worker to leave the Assignment immediately, however in such circumstances the Hirer must inform the Employment Business as soon as possible after this action has been taken and in any event no later than 24 hours after removal of the Agency Worker.
- 9.4 In the event of the removal of an unsatisfactory Agency Worker the Hirer shall pay the charges for all hours worked by the Agency Worker in relation to the Assignment. In such circumstances subject to the Hirer fulfilling its obligations under Clause 4.1.3 the Employment Business may, at its absolute discretion, reduce charges for hours worked by the Agency Worker where services provided in relation to those hours are considered unsatisfactory by the Hirer.
- 9.5 Where the Employment Business obtains any information which gives it reasonable grounds to doubt the suitability of the Agency Worker for the Assignment it shall notify the Hirer immediately. In such circumstances the Employment Business shall be entitled to terminate the Assignment immediately without notice and without liability. Notwithstanding, the Hirer shall remain liable for the charges for all hours worked by the Agency Worker up to the termination of the Assignment.

10. TERMINATION

- 10.1 Without prejudice to Clause 9 above, these Terms These Terms and/or any related Assignment may be terminated by either party giving the other party at least 4 weeks written notice.
- 10.2 Without prejudice to Clause 9 above, these Terms These Terms and/or any related Assignment may be terminated with immediate effect and without notice in the event:
- 10.2.1. of either party being in material breach of these Terms, which is, in the reasonable opinion of the other party, not capable of remedy, or which, after written request by that party has not been remedied with 14 days of such notice;
- 10.2.2. of either party being in repeated breach of a material clause of these Terms;
- 10.2.3. if either party becomes bankrupt or has a receiving order or administrative order made against it or is put into liquidation (save for the purposes or reconstruction or amalgamation); or
- 10.2.4. the Hirer is in breach of its obligations under Clause 6.3.

11. LIABILITY

- 11.1 The Hirer acknowledges that:
- 11.1.1. the Employment Business does not supervise the Agency Worker on a day to day basis;
- 11.1.2. it may accept or reject in accordance with these Terms the Agency Worker Introduced by the Employment Business with a view to performing the Services;
- 11.1.3. it takes sole responsibility where confidential information, equipment, or other assets are entrusted to the Agency Worker;
- 11.1.4. the Hirer is solely in a position to assess and insure against risks arising during, and in respect of the Assignment, and shall indemnify the Employment Business against any costs, claims, damages, liability and expenses incurred by the Employment Business as a result of any Assignment or any breach of these terms by the Hirer; and
- 11.1.5. the charges made by the Employment Business reflect only those of Agency Worker sourcing, selection and introduction services agreed to be supplied by the Employment Business and do not indicate acceptance of any liability for the Agency Worker's acts, errors or omissions whether wilful, negligent or otherwise which shall be the responsibility of the Hirer.

- 11.2 The Employment Business shall not be liable for any losses, expenses, damages, or delay arising out of or in connection with:
- 11.2.1. any act or omission or misrepresentation (whether before or after the date of the Assignment) of the Agency Worker, including any loss, expense, damage, costs or delay arising out of the negligence, dishonesty, misconduct or lack of skill of the Agency Worker or if the Agency Worker terminates the Assignment for any reason;
 - 11.2.2. any failure by the Employment Business to provide an Agency Worker for completion of the Assignment;
 - 11.2.3. any failure by the Hirer to comply with all statutory provisions in force from time to time including but not limited to the Working Time Regulations 1998, Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1999, the AWR and legal requirements to which the Hirer is ordinarily subject in respect of the Hirer's own staff (excluding those dealt with in Clause 7);
 - 11.2.4. any special, indirect or consequential damages or loss; or
 - 11.2.5. any loss of profit, business, revenue, goodwill, anticipated savings and/or any claims made under third party contracts, arising out of any failure by the Employment Business to perform any obligations under these Terms, but so that nothing in this Clause 11.2 shall operate to exclude or limit liability for fraud, or death or personal injury arising from its own negligence.
- 11.3 Subject to the above provisions of this Clause 11, the Employment Business's maximum aggregate liability in respect of its own negligent or wrongful acts or omissions, other than fraud, or negligence resulting in death or personal injury, shall be limited (so far as is permitted by law) to £2M for public, £2M for product and £10M for employer per claim.
- 11.4 The Hirer undertakes that it will not make a request to the Employment Business to supply Agency Workers to perform services or duties where such work would normally be performed by a worker who is taking part in official industrial action or is covering the duties of a worker taking part in official industrial action.

12. INDEMNITY

- 12.1 The Hirer shall indemnify and keep the Employment Business indemnified against any costs (including legal costs), claims, expenses, damages or liabilities incurred directly or indirectly by the Employment Business arising out of or in connection with these Terms including (but not limited to) a) any breach of these Terms by the Hirer, its employees or agents; b) any breach of any applicable statutory provisions (including but not limited to those stated in Clause 11.2.3) by the Hirer or Third Party, or any of its employees or agents; or c) any unauthorised disclosure of a Agency Worker's details by the Hirer or Third Party, or any of its employees or agents.

13. CONFIDENTIALITY & INTELLECTUAL PROPERTY RIGHTS

- 13.1 The Hirer warrants to the Employment Business that it will comply with all applicable obligations and requirements under the Data Protection Legislation. In particular, the Hirer warrants that it will process any personal data which it receives from the Employment Business in accordance with the Data Protection Legislation and only for the express purpose for which it was provided to the Hirer by the Employment Business, and that the Hirer will not pass any such personal data to any third party without the written permission of the Employment Business. This clause is in addition to, and does not relieve, remove or replace, the Hirer's obligations under the Data Protection Legislation. For the purposes of this clause, Data Protection Legislation means (i) unless and until the General Data Protection Regulation ((EU) 2016/679) ("GDPR") is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998. In addition, the Hirer undertakes to keep confidential these Terms and all other information relating, or belonging to the Employment Business's business affairs, except information which is in the public domain.
- 13.2 The Employment Business undertakes that it will on its own behalf, and shall use reasonable endeavours to ensure the Agency Worker will a) keep confidential all information relating, or belonging to the Hirer's business affairs, except information which is in the public domain which becomes known to the parties as a result of the supply of Services, and not to utilise such information, except for the purposes of performing the Services; and b) not to disclose that information or any other Confidential Information to any other person, or Third Party, except if required to do so by process of law, or where it is necessary as an integral part of performing the Services.
- 13.3 All copyright, trademarks, patents and other intellectual property rights deriving from an Assignment shall belong to the Hirer. The Employment Business shall use reasonable endeavours to ensure that the Agency Worker a) enter into such confidentiality undertakings as the Hirer may reasonably require; b) enter into such assignments of Intellectual Property Rights arising from the performance of the Services, as the Hirer may reasonably require; and c) deliver up to the Hirer (or as the Hirer may direct) at the end of the Assignment all material, including copies thereof, in their possession, or control belonging to the Hirer.

14. GENERAL

- 14.1 For the purposes of the Regulations the Employment Business is acting as an employment business. In the event that a permanent or fixed term Engagement follows the Introduction of the Agency Worker to the Hirer, the Employment Business will be acting as an employment agency. Employment business and employment agency as defined in the Employment Agencies Act 1973. The Employment Business shall act as a Gangmaster (as defined in Section 4 of the Gangmasters (Licensing) Act 2004) when introducing the Agency Worker into an Assignment with the Hirer to which Gangmasters Licensing applies.
- 14.2 Neither party's rights under these Terms shall be prejudiced or restricted by any concession, delay or forbearance it extends to the other, and no waiver by either party in respect of any breach by the other shall operate as a waiver in

respect of any subsequent breach. Rights and remedies provided under these Terms are cumulative and not exclusive of any rights or remedies provided by law.

14.3 No provision of these Terms shall be enforceable by any person who is not a party to it pursuant to the Contract (Rights of Third Parties) Act 1999.

14.4 If at any time any clause in these Terms becomes illegal, invalid or unenforceable in any respect for any reason that shall not affect or impair the legality, validity or enforceability of any other clauses in these Terms

15. NOTICES

15.1 Any notice to be given hereunder shall be in writing. Notices may be given by either party by personal delivery, post, email or by fax addressed to the other party at its registered office for the time being and any such notice given by letter email, or fax shall be deemed to have been served at the time at which the letter was delivered personally or transmitted or if sent by post would be delivered in the ordinary course of post.

16. LAW

These Terms are governed by and shall be construed in accordance with the law of England and the parties hereto submit to the exclusive jurisdiction of the Courts of England in respect of any dispute arising from these Terms or its subject matter.

Signed by and on behalf of the Parties as follows:

Signature:

Signature:

Name:

Name:

Position:

Position:

For and on behalf of:

For and on behalf of RFC Recruitment Solutions Ltd

Date:

Date:

Supply Service Schedule

Hirer Name					
Nature of Hirer's business					
The Services					
Job titles to be supplied					
Description of the roles to be supplied					
Necessary experience, training, qualifications and any other authorisation, which the Hirer considers necessary, or is required by law or professional body.					
Location/s where the work is to be performed					
Assignment Start Date		End date or likely duration of Assignment			
Hirer Hiring / Line Manager		Phone		Email	
Invoicing Address					
Role Details (complete for each job title and shift)			Pay rate £/ hr	Charge rate £/ hr	Paid\Unpaid Break
Basic Rate					
Overtime / Premium rate 1					
Overtime / Premium rate 2					
Overtime payable after					
Other benefits/payments/charges					
Annual Leave Holiday Pay					
Annual Leave Year & Entitlement					
Piece Rate Details NB NMW/NLW rates based on hours worked will always apply			Pay		Charge
Verification of hours worked process		Timesheets / Clock in-out / Other			
Agency Workers Regulations		Are there Comparable Employees?	Y / N	Are Comparable Terms & Conditions applied from Day 1	Y / N
Shift Details after Qualifying Period			Pay rate £/ hr	Charge rate £/ hr	Paid\Unpaid Break
Basic Rate					
Overtime / Premium rate 1					
Overtime payable after					
Additional Paid or Unpaid Annual Leave Entitlement (if any)					
Other benefits/payments/charges					
Health & Safety		Employers Liability Insurance expiry date		On File	Y / N
Health & Safety Competent Person		Name		Job Title	
		Phone		Email	
Risk Assessments available?		Y / N	Access to First Aid		Y / N
Generic Induction delivered by		Hirer / Employment Business		Paid by	Hirer / Employment Business
Role specific training delivered by		Hirer / Employment Business		Paid by	Hirer / Employment Business
HSE Reporting		Hirer / Employment Business		Location of Accident Book	
PPE Required		Detail			
				Provided by	Hirer / Employment Business

Notes

Signed by and on behalf of the Parties as follows:

Signature Signature:

Name: Name:

Position: Position:

For and on behalf of: For and on behalf of RFC Recruitment Solutions Ltd

Date: Date:

Terms of Business for the Introduction of Candidates for Direct Employment or Engagement (Permanent)

The Parties to this agreement dated day of, are

“The Client”:

.....(and its successors), a company incorporated in England and Wales under company number and having its registered office at and

“the Employment Business”:

RFC Recruitment Solutions Ltd (and its successors), a company incorporated in England and Wales under company number 4378325 and having its registered office at 155-156 High Street, Southampton, Hampshire, SO14 2BT.

1. DEFINITIONS AND INTERPRETATION

- 1.1. Unless the context otherwise requires, references to the singular include the plural, and references to the masculine include the feminine and vice versa.
- 1.2. The headings in these Terms do not affect its interpretation. Save where the context otherwise requires, references to conditions, sub-clauses, clauses and schedules are to conditions, sub-clauses, clauses and schedules of this Agreement.
- 1.3. In these Terms the following definitions shall apply:
 - 1.3.1. “**Candidate**” means the individual Introduced by the Employment Agency to the Client for an Engagement including, but not limited to, any officer, employee or other representative of the Candidate if the Candidate is a limited company, and members of the Employment Agency’s own staff;
 - 1.3.2. “**Client**” means the person, firm or corporate body together with any subsidiary or associated company (as defined by s. 1159 of the Companies Act 2006) to whom a Candidate is introduced or supplied by the Employment Agency;
 - 1.3.3. “**Engagement**” means the engagement, employment or use of the Candidate by the Client or by any Third Party to whom the Client Introduces the Candidate (with or without the Employment Agency’s consent) on a permanent or temporary basis, whether under a contract of service or contract for services; under an agency, licence, franchise or partnership agreement; or through any other engagement or agreement directly or indirectly and “Engages” and “Engaged” shall be construed accordingly;
 - 1.3.4. “**Introduction**” means a) the passing or disclosure of a curriculum vitae or any other information or details about the Candidate; or b) the interview of the Candidate either in person, by telephone, or by other means, whichever is the earlier, by the Client or a Third Party and “Introduced” and “Introduces” shall be construed accordingly.
 - 1.3.5. “**Regulations**” means the Employment Agencies Act 1973; the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended), and the Gangmasters (Licensing Conditions) Rules 2009.
 - 1.3.6. “**Remuneration**” includes gross base salary or fees, guaranteed and/or anticipated bonus and commission earnings, any allowances, inducement payments, the benefit of a company car and all other payments or emoluments payable to or receivable by the Candidate for services rendered to the Client or any Third Party, calculated on an annualised basis. Where a company car is provided, a

notional amount by negotiation or £5000 will be added to the annual salary (or equivalent) in order to calculate the Employment Agency's fee;

1.3.7. "Terms" means these Terms of Business;

1.3.8. "Third Party" means any company or person who is not the Client. For the avoidance of doubt subsidiaries of the Client (as defined by s. 1159 of the Companies Act 2006) are included in this definition.

2. THE CONTRACT

- 2.1. These Terms and any attachments annexed to these terms shall form the entire agreement between the Client and the Employment Agency and shall supersede any previous agreement between the parties relating to the subject matter herein.
- 2.2. These Terms are deemed to be accepted by the Client by virtue of an Introduction to or Engagement by the Client of a Candidate; or the passing of any information about the Candidate by the Client to any Third Party; or the Client's request to interview or interview of a Candidate.
- 2.3. These Terms shall apply to any Engagement of the Candidate irrespective of whether such Engagement is for the same type of work as the work for which the Candidate was introduced.
- 2.4. No variation to these Terms shall be valid unless it is in writing and signed by both parties.
- 2.5. To the extent that any terms or conditions introduced by the Client purport to cancel these Terms or any part of them they shall be ineffective, and these Terms shall prevail.
- 2.6. Unless the context otherwise requires, references to the Employment Agency and the Client include their permitted successors and assigns.

3. EMPLOYMENT AGENCY OBLIGATIONS

- 3.1. The Employment Agency shall use reasonable skill and care in providing suitable Candidates to the Client during the term of this Agreement.
- 3.2. The Employment Agency shall use its reasonable endeavours to ensure that it provides the Client with accurate information regarding Candidates.

4. CLIENT OBLIGATIONS

- 4.1. To enable the Employment Agency to satisfy its obligations under the Regulations the Client shall provide the Employment Agency with the following information regarding each role it seeks to fill:
 - 4.1.1. The date on which the Client requires a Candidate to commence work, and the duration or likely duration of the work;
 - 4.1.2. The role for which the Client seeks a Candidate, including the type of work the Candidate would be required to do, the location and working hours, any issues relating to health and safety, and details of any steps taken by the Client to control or prevent such risk;
 - 4.1.3. The experience, training, qualifications and any authorisations which the Client considers are necessary or are required by law or any professional body for a Candidate to possess in order to work in the relevant position;
 - 4.1.4. The remuneration, any expenses, and/or any other benefits which the Candidate would be paid, and the intervals at which such remuneration or other benefits would be paid; and the length of notice which the Candidate would be required to give and entitled to receive to terminate the Engagement.
- 4.2. The Client shall inform the Employment Agency of any information that may affect a Candidate's decision to accept a position, immediately upon the Client becoming aware of such information.
- 4.3. The Client confirms that it has all appropriate licences, certificates, and/or other authorities necessary and required by law to undertake the work for which the Candidate is required. It is the Client's responsibility to immediately inform the Employment Agency should any licence, certificate and/or other authority required lapse or be rescinded.

- 4.4. It is the Client's sole responsibility to satisfy itself of the Candidate's suitability for the work required to be undertaken.
- 4.5. The Client is responsible for ensuring that the Candidate has the legal right to work in the country in which the work will be undertaken, which will include any necessary work permits or other permissions as may be required by law, and for the arrangement of medical examinations and/or investigations into the medical history of any Candidate, and satisfying other requirements, qualifications or permissions required for the Candidate to work in the position.
- 4.6. The Client shall notify the Employment Agency within 3 working days if it has previously received details of a Candidate which are subsequently provided by the Employment Agency for the same role. Where no such notification is provided by the Client to the Employment Agency, in the event of an Engagement the Client agrees that the fee set out in Clause 5 will be payable in full and in line with the Client's obligations under these Terms.
- 4.7. The Client shall notify the Employment Agency immediately of any offer of an Engagement which it makes to the Candidate and the terms of that offer.
- 4.8. The Client shall also notify the Employment Agency immediately of the acceptance by the Candidate of an offer of an Engagement and provide details of the Remuneration to the Employment Agency necessary to calculate the correct Fee. The Client shall provide documentary evidence of the Remuneration if so requested by the Employment Agency; and
- 4.9. The Client shall pay the Employment Agency's fee as calculated in accordance with Clause 5, and within the period specified under Clause 6.2.

5. FEES

- 5.1. The Fee shall become due immediately an offer of Engagement is accepted by a Candidate or alternatively upon the commencement of an Engagement (whichever first occurs).
- 5.2. [The Fee per accepted The Fee shall be calculated as a percentage of the Candidate's projected Remuneration in the first 12 months of the Engagement as shown below:

Remuneration	Percentage Fee Payable
£0 - £14,999	17%
£15,000 - £19,999	20%
£20,000 - £24,999	22%
£25,000+	25%

Search and selection (all levels) 30%

- 5.3. The Employment Agency will charge VAT on all fees where applicable.
- 5.4. Where the Client fails to notify the Employment Agency of the Remuneration applicable to the Engagement, the Employment Agency shall calculate the Fee in accordance with Clause 5.2 based on the maximum proposed remuneration for the applicable vacancy as notified by the Client, or if no remuneration was notified the Employment Agency shall use the comparable current market rate.
- 5.5. Where the Client (or a Third Party to whom details of the Candidate have been disclosed by the Client) Engages a Candidate within [6] months of the Introduction of the Candidate to the Client by the Employment Agency, the Client shall pay a fee to the Employment Agency as calculated in Clause 5.2 and in accordance with Clause 5.1.
- 5.6. If the Engagement shall be for a fixed term of less than 12 months, then the fee calculated in accordance with Clause 5.2 shall apply pro-rata.
- 5.7. Where the Client extends the Engagement after the initial term or where the Client re-Engages the Candidate within [6] months from the date of termination of the initial Engagement, the Client shall pay a further fee based on the Remuneration applicable for the extended Engagement or re-Engagement, and any subsequent Engagements until the Candidate has been Engaged by the Client for a total of 12 months,

after which no further fees will be due.

6. PAYMENT

- 6.1. The Employment Agency shall render an invoice to the Client on or after commencement of the Engagement.
- 6.2. The Client agrees to pay all invoices within 14 days of the date of the invoice.
- 6.3. The Client will be deemed to have accepted an invoice in full if it fails to notify the Employment Agency to the contrary within 7 days from date of receipt. In the event that the Client reasonably disputes an invoice, or any element of an invoice, then the Client agrees to pay the undisputed element of such invoice on or before the due date for payment, in accordance with Clause 6.2 above, co-operate fully with the Employment Agency to reach agreement in relation to the disputed element as quickly as possible, and once resolved pay such outstanding amount within 7 working days of such agreement.
- 6.4. In the event of delayed or overdue payment, save in circumstances where the relevant invoice is the subject of a bona fide dispute as described in Clause 6.3, the Employment Agency reserves the right to charge the Client interest under the Late Payment of Commercial Debts (interest) Act 1998 on invoiced amounts unpaid by the due date at the rate of 13% above the Bank of England base rate from time to time from the due date until date of payment.

7. REBATES

- 7.1. Subject to the Client having fulfilled its obligations under Clauses 5 and 6, should the Candidate's Engagement be terminated by either the Client or the Candidate subject to Clause 7.2, the Client will be due a rebate of the fee in accordance with the timescales and percentage rebate shown below.

Length of Engagement	Rebated Fee Percentage
Up to 4 weeks	75%
Not exceeding 8 weeks	50%
Not exceeding 12 weeks	25%

- 7.2. The Client will not qualify for a rebate of the fee where the Client terminates the Engagement due to redundancy or reorganisation of the Client's business; or where the Candidate terminates the Engagement because the role, in their reasonable opinion was substantially different to the one for which the Candidate had been engaged.
- 7.3. To qualify for a rebate of the Employment Agency's fee, the Client must inform the Employment Agency in writing within 7 days of the Engagement ending, of the termination of the Engagement.
- 7.4. Where the Client subsequently re-engages the Candidate, howsoever engaged, either directly or indirectly, then the Client shall repay any rebate within 7 days of the re-engagement.

8. TERMINATION

- 8.1. Either party may terminate these Terms immediately if there is a material or persistent breach by the other party of any of the Terms which is not remediable, or if it is remediable it has not been remedied within fourteen (14) days of the service of written notice to the defaulting party specifying the breach and requiring it to be remedied.
- 8.2. Either party may terminate these Terms forthwith in the event that either party goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or has a receiver or administrator appointed.

9. INDEMNITY AND LIABILITY

- 9.1. Neither party's liability is excluded or limited by these Terms for a) death or personal injury caused by its negligence or the negligence of its employees or agents; or b) anything which cannot be excluded or limited at law.

- 9.2. Subject to Clause 9.1 the Employment Agency 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 Employment Agency 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 Employment Agency to Introduce any Candidate.
- 9.3. Subject to Clause 9.1, the Client shall indemnify and keep indemnified on a continuing basis the Employment Agency against any actions, costs (including but not limited to legal costs), expenses, damages, claims and all other liabilities incurred either directly or indirectly by the Employment Agency howsoever arising out of or in connection with these Terms, including but not limited to a) any breach of these Terms by the Client, its employees, or agents; b) any breach of any statutory provisions by the Client, its employees, agents, or any Third Party; and/or c) any unauthorised disclosure of any information or details about the Candidate by the Client, its employees, agents, or any Third Party.

10. CONFIDENTIALITY & DATA PROTECTION

- 10.1. The Hirer warrants to the Employment Business that it will comply with all applicable obligations and requirements under the Data Protection Legislation. In particular, the Hirer warrants that it will process any personal data which it receives from the Employment Business in accordance with the Data Protection Legislation and only for the express purpose for which it was provided to the Hirer by the Employment Business, and that the Hirer will not pass any such personal data to any third party without the written permission of the Employment Business. This clause is in addition to, and does not relieve, remove or replace, the Hirer's obligations under the Data Protection Legislation. For the purposes of this clause, Data Protection Legislation means (i) unless and until the General Data Protection Regulation ((EU) 2016/679) ("GDPR") is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998."
- 10.2. These Terms and any information relating to the Employment Agency which is capable of being confidential shall remain confidential and the Client shall not divulge them to any Third Party save for its professional advisers and as may be required by law.

11. GENERAL

- 11.1. For the purposes of these Terms the Employment Agency is acting as an Employment Agency and in the event that a temporary Engagement follows the Introduction of the Candidate to the Client, the Employment Agency will be acting as an Employment Business within the meaning of the Employment Agencies Act 1973. The Employment Agency shall be acting within the legal definition as a Gangmaster (as defined in Section 4 of the Gangmasters (Licensing) Act 2004) when introducing the Candidate to the Client into a role to which Gangmasters Licensing applies.
- 11.2. Neither party's rights under these Terms shall be prejudiced or restricted by any concession, delay or forbearance it extends to the other and no waiver by either party in respect of any breach by the other shall operate as a waiver in respect of any subsequent breach. Rights and remedies provided under these Terms are cumulative and not exclusive of any rights or remedies provided by law.
- 11.3. No provision of these Terms shall be enforceable by any person who is not a party to it pursuant to the Contract (Rights of Third Parties) Act 1999.
- 11.4. If at any time any clause in these Terms becomes illegal, invalid or unenforceable in any respect for any reason that shall not affect or impair the legality, validity or enforceability of any other clauses in these Terms.

12. NOTICES

- 12.1. Any notice to be given hereunder shall be in writing. Notices may be given by either party by personal delivery, post, email or by fax addressed to the other party at its registered office for the time being and any such notice given by letter email, or fax shall be deemed to have been served at the time at which the letter was delivered personally or transmitted or if sent by post would be delivered in the ordinary course of post.

13. EQUAL OPPORTUNITIES

13.1. The Employment Agency operates equal opportunities policies governing all its dealings. Copies of those policies are available from the Employment Agency's registered office on request.

14. NON TRANSFERABLE

14.1. No contract into which these Terms are incorporated shall be assigned or transferred by the Client without the Employment Agency's prior written consent.

15. NON-CORRUPTION

15.1. The Employment Agency and the Client shall fully comply with the Bribery Act 2010, and neither party shall offer or solicit any bribe, inducement, payment or gift which would be a breach of the Act.

16. NON- SOLICITATION

16.1. In the event that any employee of the Employment Agency with whom the Client has had personal dealings accepts an Engagement with the Client within six (6) months of leaving the Employment Agency's employment, the Client shall be liable to pay an introduction Fee to the Employment Agency as defined and in accordance with Clause 5.

17. LAW

17.1. This Agreement is governed by and shall be construed in accordance with the law of England and the parties hereto submit to the exclusive jurisdiction of the Courts of England in respect of any dispute arising from these Terms or its subject matter.

Signed by and on behalf of the Parties as follows:

Signature:

Signature:

Name:

Name:

Job Title:

Job Title:

For and on behalf of:

For and on behalf of: RFC Recruitment Solutions Ltd

Date:

Date: