



RFC Recruitment Solutions Ltd

TERMS AND CONDITIONS OF BUSINESS

FOR THE INTRODUCTION OF CONTRACT/TEMPORARY STAFF

1. These terms and Conditions of Business are between **RFC Recruitment Solutions Ltd** (The Company) and the Hirer, hiring the Contractor (see clause 2) hereinafter called the 'Client'.
2. These Terms and Conditions are deemed to be accepted and agreed by the Client by virtue of an interview or hire or use of a member of the Company's workforce or 'Limited Company or employee thereof supplied by the Company (the Contractor), in absence of express or implied prior acceptance.
3. The Client agrees to pay the hourly charge (plus VAT) to the Company for the Contractor advised at this time of the booking and shown on the Confirmation of Terms of Business for all hours actually worked plus traveling or other expenses as agreed with the Client which will be shown separately on the Company's invoice in addition to the hourly charge.
4. The Company will endeavor to provide a Contractor for the period of a booking, but this cannot be guaranteed whether for all or any of the period. The Client accepts that no liability attaches to the Company for not supplying a worker for part or the whole of the period of a booking.
5. Contractors are paid by the Company upon receipt of signed time sheets and invoices will be presented weekly to the Client. **PAYMENT IS DUE ACCORDING TO THE PAY BY DATE ON THE INVOICE.** The Client is reminded that by signing the timesheet for the Contractor the Client authorizes the Company to make payment for hours shown in the Total Hours box thereon.
6. The Company assumes responsibility of payment of wages deductions and payment of all statutory contributions in respect of Earnings Related Insurance and the administration of Schedule E Income Tax (PAYE), and WTD applicable to its Contractors as required by law.
7. Whilst the Company does its best to select Contractors which it considers are Likely to be suitable to the Clients needs, the Company does not warrant the ability of the Contractors, whose work is the Client's sole responsibility and which is done under the Client's sole control. The Client shall notify the Company within 4 hours of a Contractor commencing work in the event of such Contractor proving unsatisfactory. Providing this is confirmed in writing then no charge will be levied by the Company for this period.
8. Where a Contactor supplied by the Company is engaged (as defined in Clause 1 of the Terms and Conditions for the introduction of Permanent Staff) on a direct temporary or permanent basis with the Client or any subsidiary or associated Company of the Client, or the Client, or a member of the Client's staff refers a Contractor to some other persons or body, and that body or person engages the Contractor on a direct temporary or permanent basis within six months cessation of a temporary assignment with the Client, then an introduction fee in accordance with the scale (as outlined in Clause 9 of the Terms and Conditions for the introduction of Permanent Staff), of the Contractors annual salary (based on a 40 hour week for hourly paid workers) with the Client become payable by the Client of the Company. An invoice will be rendered by the Company which is subject to our Permanent Staff Conditions and no refunds will be made payable for such placements as the ability of the worker is deemed proven. In the event that total remuneration including all taxable emoluments cannot be accurately established then the introductory fee shall be an amount equal to 160 times the hourly charge rate made by the Company for Contractors of the category in which the applicant, employee or Contractor was last employed or registered with the Company
9. Contractors provided by the Company are deemed to be under the direction and control of the Client from the time the worker reports to take up his/her duties and for all the duration of assignment and the Client agrees to be responsible for all acts, errors and omissions of the Contractor be they willful, negligent or otherwise as though the Contractor were on the payroll of the Client and was the Clients servant.
10. Without prejudice to the Terms and Conditions of Business here stated the Client undertakes to indemnify and at all times to keep indemnified the Company against all liabilities suffered or incurred by the Company or Client arising out of use or engagement of Contractors supplied to the Client.
11. The Client accepts responsibility in respect of all statutes, bye-laws and legal requirements to which the client is ordinarily subject in respect of the Client's own staff with particular reference to the Health and Safety at Work Act 1974 but excluding the matters specifically mentioned in paragraph (6).

12. All Contractors supplied are under the Client's control and supervision and the Client is responsible for adequately insuring all Contractors supplied by the Company against all EMPLOYER'S LIABILITIES AND THIRD PARTY risks arising during or relating to the supply of Contractors to the Client.
13. Contractors to be supplied to the Client are to be employed under Contract for Services with the Company or Self-employed.
14. The Company reserves the right to invoice a surcharge to the Client of 13% per seven day period or part thereof for delays in payment after 14 days has elapsed from the invoice date and the Client will accept this charge for payment on receipt of invoice.
15. If any legal costs are incurred by the Company as a result of non-or late payment of invoice, the Client Company will become liable to pay such costs.
16. If an employee of the Company is engaged by the Client then an introduction fee in accordance with the scale (As outlined in Clause 9 of the Terms and Conditions for the introduction of Permanent Staff) shall be due immediately and no rebate will be made as the ability or the applicant is deemed proven.
17. If you instruct us as a director of a Limited or Public Company or a partner of a limited liability partnership you hereby accept that you will be held personally responsible for the payment of our costs and expenses in the event that your company is, for whatever reason, unable to pay. Directors and Members are deemed act with full authority of all other current directors or members, and any future directors or members are deemed to have constructive notice of their obligations in this respect.
18. Where the Contractor is a driver as far as reasonably possible reference of the driver will be checked. Whilst appropriate driving licenses and permits and other documentation appertaining to a driver are in order before permitting a driver to charge of a vehicle.
19. Tachographs and driver logbooks remain solely under the control of the Client and the Company will not accept responsibility for any loss or damage incurred.
20. The Contract shall be governed by, and construed in accordance with English law. The Courts of England & Wales shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning our contract and any matter arising from it. Each party irrevocably waives any right it may have to object to an action being brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction.
21. Changes to these terms of business, We reserve the right to make changes to these terms of business to reflect new legislation, practice and procedures, or changes in market conditions. If any changes become necessary then we will notify you with details in writing wherever practicable before the change takes effect.

Acceptance

Your continuing instructions will amount to your acceptance of these terms of business.

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Signature:

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Name:

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Date:

April 2010



RFC Recruitment Solutions Ltd

TERMS AND CONDITIONS OF BUSINESS

FOR THE INTRODUCTION OF PERMANENT STAFF

1. "Permanent Staff" shall be deemed to mean applicants engaged for employment by the Client or on any associated firm or corporation (hereinafter called "the Client") and who shall be paid by that Client.
2. These Terms and Conditions are deemed to be accepted and agreed by the Client by virtue of an interview or the engagement (which term includes employment or use, whether under a contract of service or for services) of an applicant introduced by RFC Recruitment Solutions Ltd.
3. The introduction fee is payable by the Client for the introduction of an applicant resulting in an engagement in any capacity designated by the Client. Such a fee shall be subject to the addition of Value Added Tax.
4. The appropriate introduction fee is payable by the Client upon receipt of invoice and RFC Recruitment Solutions Ltd reserves the right to invoice a surcharge to the Client of 13% per seven day period for delays in payment after 14 days have elapsed from the invoice date, and the Client will accept this charge for payment on receipt of invoice.
5. If any legal costs are incurred by RFC Recruitment Solutions Ltd as a result of non-or late payment of invoice, the Client Company will become liable to pay such costs.
6. Although RFC Recruitment Solutions Ltd endeavors to ensure appropriate introductions RFC Recruitment Solutions Ltd does not warrant applicants suitability and the Client is recommended to take up references prior to engagement.
7. Introductions by RFC Recruitment Solutions Ltd are confidential and if the Client refers the applicant to any other person within six months of the initial introduction then the same introduction fee as detailed below will become payable by the Client.
8. RFC Recruitment Solutions Ltd can accept no liability of any kind for losses incurred arising directly or indirectly from any applicant introduced by RFC Recruitment Solutions Ltd even if such act or omission is negligent, fraudulent or dishonest. Introductory fees shall be calculated in accordance with the scale detailed below.

9. Total Annual Salary	% Charge
£0 - £14,999	17 ½
£15,000 - £ 19,999	20
£20,000 - £24,999	22 ½
£25,000+	25

Search and selection (all levels) 30

10. RFC Recruitment Solutions Ltd fees are based on first year's salary of the applicant. The salary includes all guaranteed income, bonuses and shift allowances. The Client is obliged to advise RFC Recruitment Solutions Ltd of the total re-numeration offered to the applicant, immediately an offer of employment has been made by the Client to the applicant.
11. Should the applicant having taken up employment subsequently leave the following credit will be allowed by RFC Recruitment Solutions Ltd.

Period of Employment	% of Credit
Up to 4 weeks	75%
Not exceeding 8 weeks	50%
Not exceeding 12weeks	25%

Applications for credit should be received in writing within 14 days after the day the applicant left the Clients employment. Otherwise no credit will be recognized.

12. After the applicant has been in the Clients employment for longer than the above guarantee period, no requests for credit will be considered by RFC Recruitment Solutions Ltd