

These Detailed Terms of Business of RC Recruitment Ltd apply to all business conducted between the parties from the date you the Client receive notice of these terms, whether or not they are signed, unless otherwise agreed in accordance with the procedure for variations set out herein.

If you wish to reject or amend any of the terms hereof please contact us immediately upon receipt with your proposals, no later than the day before the first supply.

1. Definitions

In these Terms, the following words shall have the following meanings -

- 1.1. "Assignment" means the services to be performed by the Temporary Worker on behalf of and under the full supervision, control and direction of the Client for a period of time during which a Temporary Worker shall be supplied by the Employment Business;
- 1.2. "Assignment Confirmation" means a written document or set of documents including e-mails and attachments setting out the details of the Assignment and providing details of the Temporary Worker;
- 1.3. "Charges" means the Rates charged by the Employment Business during an Assignment multiplied by the amount of time worked;
- 1.4. "Client" means you, the person, firm or corporate body to whom the Employment Business is to Introduce Candidates and Temporary Workers;
- 1.5. "Employment Business" shall mean us RC Recruitment Ltd
- 1.6. "End User" means any other company or entity that is a subsidiary or associate of or is connected with the Client in accordance with s. 1159 of the Companies Act 2006, s. 249 of the Insolvency Act 1986 and s.416 of the Income and Corporation Taxes Act 1988 and which in any way uses or Engages the Candidate, in any role and for any period of time;
- 1.7. "Period of Extended Hire" means an additional period defined herein for which the Client requires the Temporary Worker to be supplied after an initial Assignment and prior to an Engagement as the sole alternative to paying a Transfer Fee.
- 1.8. "Rate" means the daily net charge-out rate for a Temporary Worker used for calculating Charges and, where appropriate, Remuneration, and shall include the amount payable by the Employment Business to the Temporary Worker and the Employment Business's charge for its administrative services and services as intermediary without any breakdown into its constituent parts;
- 1.9. "Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 as amended and/or the Agency Worker Regulations 2010;
- 1.10. "Relevant Period for a Transfer Fee" means a) 8 weeks from the end of the latest Assignment or b) 14 weeks from the commencement of the latest Assignment provided that there has been break of more than 6 weeks (42) days since any previous Assignment
- 1.11. "Remuneration" means the Candidate's annualised base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, shift allowances, location weighting and call-out allowances, the benefit of a company car and all other payments or emoluments payable to or receivable by the Candidate for services rendered to or on behalf of the Client. Where the Client provides a company car, a notional amount of £5000 will be added to the salary in order to calculate the Employment Business's Fee;
- 1.12. "Temporary Worker" means any individual Introduced by the Employment Business to the Client to perform services on a temporary basis and includes any limited company or partnership of which such an individual is a director or shareholder;

1.13. "Transfer Fee" means a fee payable where a Temporary Worker is Engaged by the Client or End User within the Relevant Period for a Transfer Fee;

2. General Terms

2.1. These Terms constitute the entire agreement between the Employment Business and the Client in relation to the subject-matter hereof and are deemed to be accepted by the Client and to apply by virtue of (a) their provision to the Client by e-mail or otherwise or being made available to the Client by providing an electronic link or by reference, without negotiation, amendment or replacement with alternative, expressly agreed terms; or (b) any supply to or Engagement by the Client of a Candidate or Temporary Worker; or (c) the Client's interview or request to interview a Candidate or Temporary Worker; or (d) the Client's signature at the end of these Terms, in which case the person signing on behalf of the Client shall be deemed to have actual authority to sign them on the Client's behalf; or (e) any other written expressed acceptance of these Terms, whether by e-mail or otherwise; or (f) payment of any Fee to the Employment Business. The Terms supersede all previous agreements between the parties in relation to the subject matter hereof.

2.2. These Terms prevail over any other terms of business or purchase conditions proposed by the Client, unless agreed otherwise in writing.

3. Assignments

3.1. From time to time the Client may notify the Employment Business of a requirement for a Temporary Worker to perform services of a specified type on a temporary basis for a specified period or on an on-ongoing basis.

3.2. The Client shall provide exhaustive details of the temporary vacancy to be filled including the nature of its business and location, the type of work, any experience training, qualification and authorisation required, working time, start date and duration, any risks to health and safety and steps taken to prevent or control them, any expenses payable by or to the Temporary Worker, whether the role it includes work with Vulnerable Persons and sufficient details of the Temporary Worker being sought to enable the Employment Business to identify suitable Temporary Workers to meet the client's requirements.

3.3. The Employment Business shall use its reasonable endeavours to introduce suitable Temporary Workers to meet the client's requirements and specify the relevant Rate for supplying them, which shall include the amount payable to the Temporary Worker, commission, National Insurance contributions, any amount equal to holiday leave under the Working Time Regulations and Agency Worker Regulations and other expenses agreed.

3.4. An introduction shall include confirmation of the Temporary Worker's identity, that s/he has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment, that s/he is willing to perform the Assignment and whether s/he is employed by the Employment Business under a contract of service, apprenticeship or contract for services.

3.5. If the Client deems a Temporary Worker to be suitable and agrees to the Rates, the Employment Business shall issue an Assignment Confirmation specifying the details of the Assignment and the Temporary Worker to be supplied.

3.6. The Client represents that it knows of no reason why it would be detrimental to the Temporary Worker's interests to perform the Assignment.

3.7. The Employment Business assumes full responsibility for paying the Temporary Worker, unless agreed otherwise;

3.8. The commencement of an Assignment by a Temporary Worker shall constitute acceptance of the Assignment by the Client, including Rates and confirmation that it deems the Temporary Worker to be suitable to perform the Assignment.

3.9. The Employment Business reserves the right to reasonably vary the Rates and Charges by giving written notice to the Client to comply with any additional liability imposed by statute, legal requirements or entitlements, including without limitation under the Agency Worker Regulations to bring the Temporary Worker's rights in line with the Client's equivalent permanent employees after 12 weeks in the same role and the Client shall cooperate with and assist the Employment Business and Temporary Worker by providing accurate information to ensure compliance in such respect.

3.10. During an Assignment, the Client shall:

3.10.1. provide all means, tools, devices, vehicles and support for the Temporary Worker to perform the

- Assignment, whilst ensuring that all the above are in safe and in good working order and compliant with all legislation, norms and standards;
- 3.10.2. be solely responsible for training, supervising and instructing the Candidate as regards the work to be undertaken under the Assignment to the extent reasonably necessary to ensure that the Client's objectives are being achieved;
 - 3.10.3. be solely responsible for the Temporary Worker's health and safety;
 - 3.10.4. perform a workplace risk assessment and remove any risk if a risk to health and safety is likely;
 - 3.10.5. comply with the Client's Day 1 obligations to Temporary Workers under the AWR;
 - 3.10.6. comply with the Employment Business's enquiries by providing accurate information regarding pay and basic working conditions in the Client's workplace as required by the AWR once it becomes clear that that the Temporary Worker will perform the same work for a period of 12 weeks or more;
 - 3.10.7. not allow the Temporary Worker to perform any dangerous or hazardous work without first ensuring compliance with all health and safety at work procedures and obtaining the Temporary Worker's consent to perform such work;
 - 3.10.8. maintain sufficient insurance cover including but not limited to Employer's insurance for Temporary Workers;
 - 3.10.9. ensure that it has made contingency plans for any period of annual leave or sick leave to be taken the Temporary Worker, provided that the Temporary Worker should notify you as soon as practicable of any absence due to sickness;
 - 3.10.10. maintain and respect the confidentiality of the terms of the Assignment and any other aspect of the Temporary Worker's relationship with the Employment Business, in particular by refraining from discussing the Charges and Rates with the Candidate;
 - 3.10.11. except in agreement with the Employment Business and save for the information requirements under the AWR, not to discuss any temporary or permanent work or employment opportunities with the Temporary Worker at the Client's or any other employer's workplace nor treat the Temporary Worker as an employee or take any steps vis a vis the Temporary Worker which may be regarded as the act of an employer towards an employee, for any purpose except in performance of the Assignment or as required by law.

4. Remedies if a Temporary worker is deemed unsuitable

- 4.1. If the Client reasonably believes that a Temporary Worker is in any way no longer suitable to perform the Assignment, it shall notify the Employment Business immediately in writing with full details of its grounds, at the latest by the end of the same business day, suspend performance of the Assignment by the existing Temporary Worker and allow the Employment Business 2 business days to introduce a replacement Temporary Worker ("Replacement Temporary Worker") to continue performance of the Assignment, without right to any reduction of the Charges;
- 4.2. For the avoidance of doubt, the Client shall be liable to pay all Charges up to the moment the Employment Business is notified of the Temporary Worker's alleged unsuitability and the suspension of performance of the Assignment by the existing Temporary Worker.

5. Charges and Records of time

- 5.1. Charges shall be calculated based on the amount of time spent by the Temporary Worker at the Client's place of work ("Working Time") multiplied by the Rate set for the Assignment.
- 5.2. The Employment Business will charge VAT on Charges where applicable.
- 5.3. The Client shall confirm the Working Time contained in Timesheets by i) signing them or ii) otherwise approving them to the Temporary Worker and/or Employment Business or iii) not raising any query regarding them in writing to the Employment Business within 2 working days of receipt (the "Query Deadline") with reliable documentary evidence of a shorter Working Time on particular days, which the

Client agrees is reasonable in light of the fact that the Temporary Worker is under its direct supervision, control and direction at all times during the Assignment.

5.4. Any person who signs the Timesheets on the Client's behalf shall be deemed to have had sufficient knowledge of the Temporary Worker's Working Time to verify them and to have actual authority to sign them on behalf of the Client.

5.5. If the Client queries any Timesheet correctly within the Query Deadline, it shall promptly pay the Charges for any unqueried part of any Timesheet within the payment terms and the Employment Business will consider the query as soon as possible. If the Employment Business believes that the query is clearly groundless, for example due to the absence of reliable documentary evidence in support or confirmation of the number of hours worked by means of a tachograph reading, the Charges will be payable within the payment deadline as usual, otherwise the parties shall attempt to resolve the dispute in good faith as soon as possible and within 2 weeks at the latest.

5.6. For the avoidance of doubt, as the Temporary Worker has been accepted as suitable to perform the Assignment and is under the Client's direct supervision, control and direction at all times during the Assignment, the Client may not query the Working Time in the Timesheet on the grounds that the Temporary Worker was unsuitable or has not performed his/her duties under the Assignment correctly. The Client's sole remedy if it believes a Temporary Worker to be unsuitable or unable to perform the Assignment to the necessary standard is to request a Replacement Temporary Worker from the Employment Business immediately as set out above.

5.7. The Client shall keep any documentary evidence regarding the Temporary Worker's Working Time for a period of at least 3 years after the Assignment and provide the same upon request by the Employment Business.

6. Transfer (Temp-to-Perm) Fees

6.1. If during the course of an Assignment the Client wishes to Engage a Temporary Worker, the Client shall give prior notice to the Employment Business of its intention to do so before Engaging the Temporary Worker and either a) pay the Agency a Transfer Fee of 25% of Remuneration or b) agree to an Extended Period of Hire of the Temporary Worker amounting to 12 weeks, unless agreed otherwise;

6.2. If the Client elects for an Extended Period of Hire from the Employment Business but Engages the Temporary Worker before the end of such period, a Transfer Fee may be charged, which may at the Employment Business's discretion be reduced by the period of extended hire already undertaken by the Temporary Worker and already paid for by the Client.

6.3. Where the Client Engages a Temporary Worker on a permanent basis without prior notice to the Employment Business, a Transfer Fee shall be payable to the Employment Business.

6.4. Where a Temporary Worker is Engaged by an End User rather than the Client, the Temporary Worker shall be deemed to have been introduced to such End User by the Client and the Employment Business may charge the Client a Transfer Fee in view of the fact that the Temporary Worker was not supplied to the End User.

6.5. For the purposes of calculating the Transfer Fee, Remuneration may be calculated on the basis of the following, at the Employment Business's sole discretion: a) the Employment Business's latest Rate for the Temporary Worker during the Engagement multiplied by 40 hours and 52 weeks to obtain annualised Remuneration; or b) the highest, annual or annualised Remuneration payable on the market for the work performed in the course of the Assignment; or (c) the highest, annual or annualised Remuneration payable on the market for the work performed in the post in which the Temporary Worker has been engaged.

6.6. Transfer Fees for Engaging Temporary Workers are not subject to refund or rebate on any basis.

6.7. For the avoidance of doubt, any Engagement of the Temporary Worker in any role whatsoever with the Client or End User, for any period of time during the Relevant Period, either directly or via another agency, shall give rise to a Transfer Fee.

7. Confidentiality

7.1. All information contained within these Terms any Introduction and correspondence between the parties shall remain confidential and the Client shall not divulge it to any Candidate or End User save as reasonably necessary for its own employees and professional advisers and as may be required by law.

7.2. The Client shall not without the prior written consent of the Employment Business provide any information in respect of the Candidate to any third party or End User whether for employment purposes or otherwise.

8. Payment Terms

- 8.1. Charges will be invoiced on a weekly basis, unless agreed otherwise in writing.
- 8.2. In the event that the Client notifies the Employment Business that it disputes part of an invoice, the Client shall pay the undisputed part of the invoice without set-off within the payment terms and shall co-operate fully with the Employment Business in order to resolve the dispute as quickly as possible.
- 8.3. The Employment Business may withdraw credit at any time and demand immediate payment of any outstanding amount.
- 8.4. The Client may not claim to set-off any amount purportedly payable by the Employment Business or any purported rebate against any amount due to the Employment Business hereunder.

9. Liability and Indemnity

- 9.1. The Client's acceptance or Engagement of a Candidate constitutes confirmation that the Client has performed all necessary checks and tests and taken up all necessary references to deem that the Temporary Worker or Candidate is suitable for an Engagement, after which the Temporary Worker or Candidate shall be under the Client's sole supervision, control and direction and the Client shall be solely responsible for the Candidate's performance at work and length of the Candidate's Engagement.
- 9.2. The Employment Business 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 search for a Candidate, the failure of the Employment Business to introduce any Candidate, the Introduction, supply or Engagement of any Candidate, the performance of work by a Candidate, or the Client's disclosure to an End User of any details regarding a Candidate.
- 9.3. Without prejudice to the foregoing, the Employment Business's liability for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client shall be limited to the value of the fees paid by the Client.
- 9.4. Notwithstanding the foregoing, nothing in these Terms shall be deemed to exclude or restrict any liability of the Employment Business to the Client for personal injury or death.
- 9.5. The Employment Business shall not be liable for failure to perform its obligations under these Terms if such failure arises from any cause beyond its reasonable control.
- 9.6. The Client shall indemnify the Employment Business and keep it indemnified on a full indemnity basis, against any costs (including legal fees, debt recovery and other legal costs, including in claims allocated to the Small Claims Track), claims or liabilities incurred directly or indirectly by the Employment Business arising out of or in connection with these Terms including (without limitation) as a result of,

9.6.1. any breach of these Terms by the Client or by its employees or agents, in particular a failure to pay any Introduction Fee hereunder; and/or

9.6.2. any breach by the Client or End User, or any of its employees or agents, of any applicable statutory provisions (including, without limitation, any statutory provisions prohibiting or restricting discrimination or other inequality of opportunity, immigration legislation and the Regulations); and/or

9.6.3. any unauthorised disclosure of a Candidate's details by the Client or End User, or any of its employees or agents.

10. Termination

10.1. These Terms may be terminated by either party by giving to the other immediate notice in the event that either the Employment Business or Client goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or has a receiver or administrator appointed or where the Employment Business has reasonable grounds to believe the Client will not pay the Employment Business's invoice within the above payment terms.

10.2. Termination shall be without prejudice to any Introductions or supplies made by the Employment Business prior to the date thereof and its right to an Introduction or Transfer Fee if the Client or End User subsequently Engages a Candidate after the date of termination within the Effective Period.

11. GDPR Compliance

11.1. The Employment Business's Introduction of a Candidate and/or supply of a Temporary Worker may involve the transfer of data that is subject to protection under the General Data Protection Regulation ("GDPR");

11.2. The Employment Business shall act as data controller and the Client shall act as a data processor for the purposes of GDPR in respect of any Introductions and shall implement appropriate technical and organisational measures in such a manner that the data processing will meet the requirements of the GDPR and ensure the protection of the rights of the data subject;

11.3. The Client shall provide any and all information requested by the Employment Business in a timely manner to assist the Employment Business to respond to a Data Subject access request (as defined within the GDPR or any substitute legislation) and undertakes to:

11.3.1. process personal data exclusively for the purposes of the assessing the Candidate's suitability for Engagement;

ensure that the persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

11.3.2. take all security measures required pursuant to Article 32 GDPR;

11.3.3. refrain from engaging any other data processor without the controller's written consent;

11.3.4. take into account the nature of the processing and assist the controller by using appropriate technical and organisational measures, insofar as possible, for the fulfilment of the controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III GDPR;

11.3.5. assist the controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of GDPR taking into account the nature of processing and the information available to the Client;

11.3.6. at the choice of the controller, delete or return all the personal data to the controller after the end of the provision of services relating to processing, and delete existing copies unless required by law or a court order;

11.3.7. make available to the controller all information necessary to demonstrate compliance with the obligations laid down in this clause and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller.

12. Miscellaneous

12.1. Any failure by the Employment Business to enforce at any particular time any one or more of these Terms shall not be deemed a waiver of such rights or of the right to enforce these Terms subsequently.

12.2. 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.

12.3. Notwithstanding anything to the contrary contained herein, neither party shall be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, pandemic, acts of war or terrorism, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labour difficulties or civil unrest. Notwithstanding the foregoing, in the event of such an occurrence, each party agrees to make a good faith effort to perform its obligations hereunder.

12.4. If any provision, clause or part-clause of these Terms is held to be invalid, void, illegal or otherwise unenforceable by any judicial body, the remaining provisions of these Terms shall remain in full force and effect to the extent permitted by law.

12.5. Any reference to legislation, statute, act or regulation shall include any revisions, re-enactments or amendments that may be made from time to time.

13. Notices

13.1. Any notice required to be given under these Terms (including the delivery of any information or invoice) shall be delivered by hand, sent by facsimile, e-mail or prepaid first class post to the recipient at its fax number or address specified in these Terms (or as otherwise notified from time to time to the sender by the recipient for the purposes of these Terms).

13.2. Notices shall be deemed to have been given and served

13.2.1. if delivered by hand, at the time of delivery if delivered before 5.00pm on a business day or in any other case at 10.00am on the next business day after the day of delivery; or

13.2.2. if sent by facsimile or e-mail, at the time of despatch if despatched on a business day before 5.00 p.m. or in any other case at 10.00 a.m. on the next business day after the day of despatch, unless the transmission report indicates a faulty or incomplete transmission or, within the relevant business day, the recipient informs the sender that the facsimile or e-mail message was received in an incomplete or illegible form; or

13.2.3. if sent by prepaid first-class post, 48 hours from the time of posting.

14. Variation

No variation or alteration of these Terms shall be valid unless expressly agreed and approved in writing by the Client and an authorised officer of the Employment Business.

15. Applicable Law

These Terms shall be construed in accordance with the Law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

16. **Confirmation of Receipt**

I hereby confirm that I have received and understood the above terms of Business. I understand that any arrangement outside of these terms must be notified to me in writing by the managers of the employment business or any of its associated companies. I confirm I am authorised to sign these Terms for and on behalf of the Hirer.

Signed for and on behalf of: