

## Terms and Conditions - For the introduction of permanent staff

### 1. Definitions

In these terms and conditions the following definitions apply.

"The Employment Agency": means VALYOU RECRUITMENT LIMITED.

"The Client": means the person, firm or corporate body to whom the Applicant is introduced.

"The Applicant": means the person introduced by the Employment Agency to the Client for an Engagement.

"Engagement": means the appointment of the Applicant to perform services for or on behalf of the Client whether under a contract of services or for services.

"Remuneration": means the total taxable emolument payable or receivable by the Applicant to the Engagement.

### 2. The Contract

a) These Terms and Conditions are deemed to be accepted by the Client by virtue of an interview with or the Engagement of the Applicant.

b) No variation or alteration to these Terms and Conditions shall be valid unless approved in writing by a Director of the Employment Agency.

### 3. Notification & Fees

a) In the event that the Engagement is accepted by the Applicant the Client shall notify the Employment Agency immediately and provide details of the Remuneration.

b) The Client shall pay the Employment Agency's fee for the introduction of the Applicant within 14 days of date of invoice. The fee payable by the Client is calculated in accordance with the accompanying scale of fees according to the Remuneration payable to or receivable by the Applicant during the first calendar year of the Engagement. All fees are subject to the addition of VAT.

c) The Employment Agency reserves the right to charge interest on invoiced amounts unpaid for more than 7 days at the rate of 5% per annum above the base rate of the Bank of England from the due date until the date of payment.

### 4. Indirect Introductions

The Client shall be liable to pay the Employment Agency's fee in accordance with Clause 3b if it engages the Applicant or if it refers the Applicant to any third party and that third party engages the Applicant within 6 months of the initial introduction; or in any event where an engagement results directly or indirectly from the introduction of the Employment Agency. The Replacement and Refund Guarantee shall not apply in these cases.

### 5. Replacement & Refund Guarantee

a) If the Client pays the Employment Agency's fees within the periods prescribed in the accompanying Replacement and Refund Guarantee and the Engagement terminates within the specified periods and written notification of termination is received within 14 days the Client will be entitled either to a Replacement Applicant or Refund in accordance with the provisions of the Guarantee.

b) In the event that the original Applicant is subsequently re-engaged by the Client, its subsidiary or associated companies or any third party introduced by the Client within the period of three months from the date of termination of the Employment Agency's fee calculated in accordance with Clause 3b and shall not be entitled to the Replacement and Refund Guarantee.

### 6. Suitability

The Employment Agency endeavours to ensure the suitability of the Applicant. Notwithstanding this the Client shall take such steps as it deems necessary to satisfy itself as to the suitability of the Applicant and is responsible for taking up any references provided by the Applicant and/or the Employment Agency before engaging the Applicant. The Client shall be responsible for obtaining work and other permits, for the arrangement of medical examinations and/or investigations into the medical history of the Applicant, and satisfying any medical and other requirements or qualifications required by law.

### 7. Liability

The Employment Agency shall not be liable under any circumstances for any loss, expense or damage suffered or incurred by the Client arising from or in any way connected with the introduction or Engagement of any Applicant or from the failure of the Employment Agency to introduce an Applicant.

Scale of Fees For the introduction of permanent staff

Total Remuneration inc. all taxable emoluments per annum:-

Salaries up to £19,999 12% (minimum fee £1,000)

£20,000 - £29,999 14%

£30,000 - £39,999 16%

£40,000 - £49,999 18%

£50,000+ 20%

#### Refund Guarantee

We offer our Clients a Refund Guarantee if the Engagement terminates prematurely

If the Engagement terminates at any time within 8 weeks we will provide a refund in accordance with the scale below provided that:

- Payment is received within the terms of payment
- That the Client notifies ValYou Recruitment within 14 days of the date of termination.

Refunds for Engagements terminating during or at the end of:

Weeks 1 and 2	100%
Weeks 3 thru 5	50%
Weeks 6 thru 8	25%

NOTE: If payment is not received within the terms of payment the Refund Guarantee shall not apply.

#### 8. Data Protection notices to partnership and sole trader debtors:-

To partnership and sole trader debtors

We may transfer information about you to our bankers/financiers for the purposes of providing services and for the following purposes:-

- Obtaining credit insurance
- Making credit reference agency searches
- Credit control
- Assessment and analysis (including credit scoring, market, product and statistical analysis)
- Securitisation
- Protecting our interests.

We will provide you with details of our bankers/financiers and that of any credit reference agencies used on request.

## Terms and Conditions - For the supply of operatives

### A Definitions

In these Terms and Conditions the following definitions apply:

"The Employment Business": means VALYOU RECRUITMENT LIMITED.

"The Client": means the person, firm or corporate body requiring the services of the operative.

"The Operative": means the person or limited company including any officer, employee or agent thereof introduced to the Client by the Employment Business and engaged by the Client to carry out the assignment.

"The Assignment": means the period during which the Operative is engaged to render services to the Client.

### B The Contract

- 1) These Terms and Conditions are deemed to be accepted by the Client by virtue of its interview with the Employment Business or the Operative or the engagement by the Client of the services of the Operative.
- 2) No variation or alteration of these Terms and Conditions shall be valid unless approved in writing by the Director of the Employment Business.

### C Timesheets

- 1) At the end of each week of the Assignment (or, where the Assignment is for a period of less than one week or is completed before the end of the week, at the end of the Assignment) the Client shall sign the timesheet of the Employment Business verifying the number of hours worked by the Operative during that week.
- 2) Signature of the timesheet by the Client constitutes acceptance that the Operative's services have been provided for the hours indicated and that such services have been satisfactory and in accordance with these Terms.

### D Charges

- 1) The Client shall pay the hourly charges of the Employment Business current at the commencement of the Assignment which may be varied by the Employment Business with immediate effect from time to time during the Assignment.
- 2) The charges are calculated by reference to the number of hours worked by the Operative (to the nearest quarter hour) plus VAT and are invoiced to the Client on a weekly basis, payable within 14 days. Travelling, hotel and other expenses as may be agreed shall be added to the invoice. Details of our charges are available on request.
- 3) The Employment Agency reserves the right to charge interest on invoiced amounts unpaid for more than 7 days at the rate of 5% per annum above the base rate of the Bank of England from the due date until the date of payment.

#### E Remuneration & Deductions

The Employment Business is responsible for paying the Operative's remuneration where applicable or fees and for the deduction and payment of National Insurance Contributions and Schedule E Income Tax (PAYE), applicable to the Operative as required by law.

#### F Introduction Fees

1) In the event that there is an Introduction of the Operative to the Client which does or does not result in the supply of that Operative by the Employment Business to the Client, but which leads to an engagement by the Client of the Operative either directly or pursuant to being supplied by another employment business within six months the Client shall be liable to a Transfer Fee calculated in accordance with clause 7 of the Permanent Terms and Conditions of Business. No refund of the Introduction Fee will be paid in the event that the engagement subsequently terminates.

2) In the event that the Operative is engaged on a temp to perm basis, the engagement shall last for a minimum of 13 weeks, each week constituting a minimum of 35 hours, after which a fee in line with clause 7 of the Permanent Terms and Conditions of Business shall apply. No refund of the Introduction Fee will be paid in the event that the engagement subsequently terminates. Should the client wish to extend the hire period he may do so with terms being calculated in line with the accompanying schedule, after which the operative worker will transfer to the client without further charge.

#### SCHEDULE OF EXTENDED HIRE PERIODS

Number of weeks the operative worker has been supplied to the client in the week prior to the notice period	13 – 18	19 – 26	27 plus
Extended hire period in weeks	14	8	4

3) In the event that the Operative is introduced by the Client to a third party which results in the engagement of the Operative by the third party within the relevant period the Client shall be liable to pay a Transfer Fee as shown in clause 7 of the Permanent Terms and Conditions of Business. No refund of the Transfer Fee will be paid in the event that the engagement subsequently terminates.

#### G Liability

1) Whilst every effort is made by the Employment Business to give satisfaction to the Client by ensuring standards or skills, integrity and reliability from the Operative and to provide them in accordance with the booking details provided by the Client, no liability is accepted by the Employment Business for any loss, expense, damage or delay arising from the failure to provide an Operative for all or part of the period of the Client's booking or from the negligence, dishonesty, misconduct or lack of skill of the Operative or if the Operative terminates the Assignment for any reason.

2) **Operatives** provided by the Employment Business to the Client are provided under contracts for services. The Client is accordingly responsible for all acts, errors and omissions of the **Operative** whether wilful, negligent or otherwise & the Client will comply in all respects with all statutes, bye-laws and legal requirements to which the client is ordinarily subject, including in particular the provision of adequate Public Liability Insurance cover for the **Operative** during Assignments, but excluding the matters referred to in paragraph E. The Client shall indemnify the Employment Business against any costs, claims, damages and expenses incurred by the Employment Business arising out of the engagement or use of the **Operative** by the Client.

- 1) The Client shall supply the Employment Business with any information required by the Employment Business under the Health and Safety Legislation (including,
- 2) Without limitation, any requisite special occupational qualifications or skills and any special features of the assignment affecting health and safety). The Client shall also ensure that it complies with all relevant Health and Safety Legislation in respect of the **Operative** and that the **Operative** complies with any obligations to which it is subject under such Legislation.
- 3) The Client shall indemnify the Employment Business against any costs, claims, damages and expenses incurred by the Employment Business arising out of use of the services of the **Operative** by the Client.
- 4) The Client shall report to the Employment Business any accident resulting in injury or death of the Operative worker whilst carrying out an assignment.

#### H Termination

The Client shall supervise the Operative sufficiently to ensure its satisfaction with skills and standards of workmanship but if the services of the Operative are

- 1) unsatisfactory, the Employment Business may reduce or cancel the charge for the time worked by the Operative with the Client provided that the Client terminates the Assignment and notifies the Employment Business of the termination within the same day as commencement of the assignment.
- 2) Each of the Client, the Operative or the Employment Business may terminate the Assignment at any time without prior notice.

#### I Data Protection notices to partnership and sole trader debtors:-

To partnership and sole trader debtors

R.P may transfer information about you to our bankers/financiers for the purposes of providing services and for the following purposes:-

- Obtaining credit insurance
- Making credit reference agency searches
- Credit control
- Assessment and analysis (including credit scoring, market, product and statistical analysis)
- Securitisation
- Protecting our interests

We will provide you with details of our bankers/financiers and that of any credit reference agencies used on request.