**CPR Recruitment Ltd Terms of Business**

**CONDITIONS OF BUSINESS FOR TEMPORARY CONTRACTORS SUPPLIED TO CLIENTS**

1. **DEFINITIONS**

In these Conditions (and in any document to which reference is made to these Conditions)

* 1. “the Client” means any person, firm or company to whom the Company provides the service of Temporary Contractors
	2. “the Employment Business” means CPR Recruitment Ltd or it’s successors or assigns from time to time.
	3. “the Temporary Contractor” means any firm or company supplied by the Employment Business to the Client.
	4. “the Contract” means the contract for the provision of for the provision of the services of the Temporary Contractor to the Client.
	5. “the Rates” means the rates at which fees will be payable by the Client to the Employment Business in respect of the provision of the Temporary Contractors services as more particularly set out over leaf.
	6. “the WTR” shall mean Working Time Regulations 1998.
1. **GENERAL**
	1. These Conditions shall govern all Contracts to the exclusion of any other conditions made or purported to be made by the Client.
	2. Unless previously agreed in writing and signed by a director of the Employment Business the allocation of work by the Client to a Temporary Contractor will be deemed acceptance by the Client of these Conditions.
	3. No variation of these Conditions shall be effective unless agreed in writing and signed by a director of the Employment Business and no other action on the part of the Employment Business shall be construed as an acceptance of any other conditions.
	4. These Conditions (as modified in accordance with Condition 2.3 above and together with the matters referred to overleaf) embody the entire understanding of the parties and supersede any prior promises, representations, undertaking, implications or agreements.

**3. THE TEMPORARY CONTRACTORS SERVICES**

1. The Employment Business does not warrant the competence of the Temporary Contractor. The Client shall satisfy itself as to the competence of the Temporary Contractor before allocating work to the Temporary Contractor. Temporary Contractors are not employees of the Employment Business and during the execution of work and for the duration of the assignment, the Client is responsible for all acts, errors and emissions of the Temporary Contractor.
2. The Temporary Contractor is an independent contracting company and may utilise such persons as is necessary in the performance of the services, and make substitutions thereof, provided any such individuals possess, in the reasonable opinion of the client, the necessary skills, qualifications and experience to provide the services.
3. As an independent contractor the Temporary Contractor’s method of work shall be its own. Neither the Employment Business or the Client shall, or have any right to, supervise, direct or control the manner in which the Temporary Contractor provides the Services
4. The Client shall notify the Employment Business within the first 4 hours of the Temporary Contractor reporting for work if it, in its reasonable opinion, believes the Temporary Contractor to be unsuitable or not competent to perform the services.
5. The Client reserves the right to oversee the quality and standard of the services delivered by the Temporary Contractor and may contact the Employment Business with 1 days notice to arrange for a replacement Temporary Contractor should the quality or standard of the services fail to meet reasonable standards.
6. The Employment Business shall not be liable to the Client in any manner whatsoever for any claim, loss, injury, damage, cost or expense incurred by the Client or any third party arising otherwise in connection with any act, omission, neglect or default on the part of the Temporary Contractor howsoever arising.
7. The Employment Business is not liable for the lack of punctuality or the non-attendance of the Temporary Contractor.
8. **FEES AND EXPENSES**
	1. The Rates are calculated on the reasonable expectation that the Temporary Contractor should complete all work allocated to the Temporary Contractor by the Client within the period for the Completion estimated by the Client and should do so by working during the Client’s normal business hours.
	2. In the event that the cost to the Employment Business of providing the Temporary Contractors services by reason of the introduction, imposition or variation of any National Insurance or other social security contribution or of any tax, levy or other Governmental impost payable or becoming payable by the Employment Business, the Rates shall be increased by any such part of such contribution, tax levy, or impost as shall not be recoverable by the Employment Business from the Temporary Contractor.
	3. Unless otherwise stated the Rates are exclusive of any applicable Value Added Tax and/or any other applicable duties which the Client shall be liable to pay to the Employment Business. Value Added Tax and/or any other applicable duties will be charged at the rate effective on the date on which the Employment Business issues the relevant invoice to the Client.
	4. The Employment Business will submit invoices on a weekly basis to the Client for the fees (calculated at the Rates) and expenses (together “the Charges”) payable by the Client to the Employment Business in respect of the Temporary Contractor’s services. The Client shall promptly sign timesheets or confirm by email all hours worked by the Temporary Contractor and such signature or email constitutes acceptance by the Client that the Temporary Contractor’s services have been provided for the hours indicated on the time sheet or email and that such services have been satisfactory. In order to assist the Employment Business in preparing such invoices the Client shall supply the Employment Business with such written information as the Employment Business may from time to time request relating to work performed by the Temporary Contractor.
	5. The Charges are payable in full by the Client (subject to 3.4 above) for all hours worked by the Temporary Contractor.
	6. The Client will be responsible for the payment of only those hotel, travelling and similar expenses incurred by the Temporary Contractor which have been approved in writing by the Client prior to those expenses being incurred.
	7. In the event that the Client requires the Temporary Contractor to perform work other than that for which the Temporary Contractor was originally engaged or in the event of the Client introducing changes to the work to be carried out by the Temporary Contractor, the Employment Business may increase the Rates, including any overtime Rates, and such increased charges shall be payable by the Client in accordance with the provisions of Condition 6.
9. **SUPPLY OF SERVICES**
10. Any dates quoted for supply of the Temporary Contractors services are approximate only and the Employment Business shall not be liable for any delay howsoever caused and the Client shall not be entitled to terminate the contract by reason of such delay. Time for supply of the Temporary Contractor’s services shall not be of the essence unless previously agreed in writing and signed by a director of the Employment Business. The Employment Business will endeavour to provide a Temporary Contractor for the period of a booking but this cannot be guaranteed for all or part of a booking period and the Client accepts that no liability attaches to the Employment Business for not supplying a worker for part or the whole of the period of a booking. No liability is assumed by the Employment Business for the fulfilment of any special times of supply if no such commitment has been expressly given in writing signed by a director of the Employment Business.
11. The Employment Business reserves the right to withhold the supply of Temporary Contractors services if the Client:
12. fails to comply with these conditions
13. becomes bankrupt or insolvent or an order is made or a resolution past for its winding up otherwise as a part of a bona fide amalgamation or reconstruction without insolvency or makes a composition with it’s creditors or has an administrator or administrative receiver appointed over any part of it’s undertakings or assets.
14. In the event that within the first four hours of the performance of the Contract by the Temporary Contractor the Client considers that the Temporary Contractors services fail to meet reasonable standards, then the client will not be charged for those four hours provided that the Client has ceased and continues to cease the use of the Temporary Contractor’s Services and has notified the Employment Business in writing of the fact within the first four hours of the performance of the Contract by the Temporary Contractor. The Employment Business shall not be obliged to find a replacement for the Temporary Contractor.
15. **PAYMENT OF FEES AND EXPENSES**
	1. The Client shall pay all invoices rendered for the charges within 30 days from the specified invoice date unless agreed otherwise. CPR invoice clients on a weekly basis.
	2. Time for payment of the Charges shall be of the essence.
	3. If the Client fails to make payments in full on the due date then without prejudice to any other right or remedy available to the Employment Business the Employment Business shall be entitled to:

(6.3.1) withdraw all Temporary Contractors without notice and

(6.3.2) charge the Client interest (both before and after judgement) on the amount unpaid at the rate of 7% per annum above the Metro Bank base rates from time to time calculated on a daily basis until payment in full is made. The Employment Business shall not be liable in any way whatsoever for any loss or damage caused or sustained by the Client or any other person through the withdrawal of the Temporary Contractors.

* 1. Where the Employment Business agrees to supply the service of Temporary Contractors in instalments each instalment shall be paid for in full under these Conditions and failure to pay any instalments in full shall entitle the Employment Business to refuse to supply any further instalments of the services due under this or any other Contract and to exercise its rights under Condition 6.3.
1. **INSURANCE**
2. During the currency of every Contract the Client is responsible for and will arrange with it’s insurers for the Temporary Contractors to be insured against all liabilities including Employer’s Liability, Public Liability and third party risks during or relating to the supply of Temporary Contractors and work performed by them.
3. The Client hereby undertakes to indemnify and to keep indemnified the Employment Business and The Temporary Contractor at all times against any and all liabilities, claims, losses, damages, costs, expenses or actions which may be incurred by or brought against the Employment Business or the Temporary Contractor arising out of the supply to or engagement of Temporary Contractors by the Client or the act, omission, neglect or default of any Temporary Contractor.

**8. HEALTH AND SAFETY AT WORK**

1. The Client shall at all times discharge all statutory and common law duties which the Client may from time to time owe to, or to which the client may from time to time be subject in respect of the safety, health and protection from injury to the person and property of the Temporary Contractor and the Client will at all times indemnify the Employment Business and hold the Employment Business fully indemnified against all liabilities, claims, losses, damages, costs or expenses incurred by the Employment Business or arising otherwise in connection with any breach of such duty.

**9. USE OF MOTOR VEHICLE**

1. The Client shall not cause or permit the Temporary Contractor to use any motor vehicle or heavy goods vehicle for any business purposes in connection with the work allocated to the Temporary Contractor unless there exists adequate third party insurance cover in respect of such user and the driver has a current full driving licence to drive such a motor vehicle and, in the case of a heavy goods vehicle a current full driving licence of the appropriate class and description.
2. The Client will at all times keep the Employment Business Indemnified against any liability (whether in respect of any insured risk or otherwise) incurred by or attributable or arising otherwise in connection with the use by the Temporary Contractor of any motor vehicles for any business purposes.
3. **LIMITATION ON LIABILITIES**

All warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law and in particular but not by way of limitation of the Employment Business shall be under no liability in any respect of any act, omission, neglect or default on the part of the Temporary Contractor.

1. **TERMINATION**
	1. If the Temporary Contractor should fail to render the services with that degree of competence as was reasonably anticipated by the Client agreeing the rates then the Client may give notice to the Employment Business terminating the use of the Temporary Contractor’s services forthwith.
	2. Subject as aforesaid the Employment Business or the Client may terminate any Contract at any time by giving to the other no less than 1 working days notice (excluding weekends, Bank Holidays, or Client’s close down periods) of termination.
	3. Upon any such termination as foresaid the Client shall be liable to the Employment Business for the Charges payable by the client in respect of the Temporary Contractor’s service up to the expiry of notice of such termination.
2. **OFFER TO ENGAGE OR EMPLOY**

During the duration of the Contract and for the period of six months from the termination of the Contract the Client shall not and shall procure that no subsidiary or associated company of the Client (as defined in section 736 of the of the Companies Act 1985 and section 416 of the Income and Corporation Taxes Act1988 respectively, or any statutory modification or re-enactment thereof) shall not offer to engage employ or introduce to other employers the Temporary Contractor without first:

obtaining the written consent of the Employment Business; and

paying to the Employment Business such a sum as represents 15% of the annual commencing gross taxable emoluments payable by the Client (or any subsidiaries or associated company of the Client)or any other employer to the Temporary Contractor concerned at the time such offer to engage or employ is made. No refund of the sum paid will be made in the event of subsequent termination of the engagement. 3. INTRODUCTION FEES

(12.2) In the event the Client at any time within six (6) months of the introduction of, or within fourteen (14) weeks from the commencement of the relevant Engagement, or within twelve (12) weeks from the expiry or termination of the relevant Engagement (whichever is the later) engage, employ, utilise the services of or introduce to another business, either temporarily or permanently, directly or indirectly, any Applicant supplied under this Agreement then the Client shall pay to CPR a sum equivalent to 25% of the annualized Fee Rate.

(12.3) Where the Client fails to inform CPR of the annual remuneration, the introduction fee will be calculated by multiplying the hourly charge (or equivalent hourly charge if on price work) of CPR for the Applicant’s services by five hundred [500]. No refund of the introduction fee will be paid in the event that the Engagement subsequently terminates.

1. **MISCELLANEOUS**
2. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at it’s registered address or principal place of business or such other address as may at the relevant time be notified pursuant to these Conditions to the party giving notice by registered mail

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected hereby.

1. These Conditions shall be governed by and construed in all respects in accordance with the laws of England & Wales and the parties hereby submit themselves to the non exclusive jurisdiction of the English Courts.
2. These Conditions shall survive repudiation or other termination of any contract.
3. The Employment Business is an employment agency and nothing herein contained shall constitute the relationship of employer and employee or of any partnership between the Client and the Employment Business or between the Client and the Temporary Contractor or between the Employment Business and the Temporary Contractor. Nor shall anything herein contained constitute the Employment Business a labour only sub – contractor.
4. Acceptance of these terms and conditions is deemed as authority for the Employment Business to advertise any vacancy for the client by whichever means is deemed necessary, eg Newspapers, Job Centre, Jobcentre plus

Signed for and on behalf of the Client

Print name

If these terms are not signed and returned within 3 working days they will be deemed to be accepted.

**TERMS OF BUSINESS for the supply of PERMANENT staff by CPR Recruitment Ltd**

1. DEFINITIONS

* 1. In these Terms of Business (“Terms”) the following definitions apply:-
	2. “Agency” means CPR Recruitment Limited (hereinafter referred to as CPR) “Applicant” means the person introduced by the Agency to the Client for Employment or an Engagement. “Engagement” means any employment or engagement directly or indirectly or hiring the services of the Applicant or its personnel on a permanent or temporary basis, whether under a contract of service or contract for services. “Introduction” means (i) the Client’s interview of an Applicant in person or by telephone, following the Client’s instruction to CPR to search for an Applicant; or (ii) the passing to the Client of a curriculum vitae and or qualifications or other information which identifies the Applicant; and which leads to Employment or an Engagement of that Applicant by the Client or any third party to whom the Applicant is introduced by the Client.
	3. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

2. THE AGREEMENT

* 1. These Terms constitute the entire agreement between CPR and the Client for the supply of an Applicant by CPR to the Client and are deemed to be accepted by the Client by virtue of its request for interview with, or Engagement of the Applicant.
	2. Variation or alteration to these Terms shall not be valid unless approved by CPR in writing.
	3. Unless otherwise agreed in writing by CPR, these Terms prevail over any terms of business or purchase conditions proffered by the Client.
	4. The headings contained in these Terms are for convenience only and do not affect their interpretation.
	5. The Client is deemed to have accepted these Terms, if the Client or any of the Client’s employees or representatives interviews or engages an Applicant. In these Terms, "Engages", ”Engaged" or “Engagement” means the direct or indirect engagement or employment or use of an Applicant under a contract of services or contract for services.

3. INTRODUCTION FEES

* 1. In the event the Client at any time within six (6) months of the introduction of, or within fourteen (14) weeks from the commencement of the relevant Engagement, or within twelve (12) weeks from the expiry or termination of the relevant Engagement (whichever is the later) engage, employ, utilise the services of or introduce to another business, either temporarily or permanently, directly or indirectly, any Applicant supplied under this Agreement then the Client shall pay to CPR a sum equivalent to 25% of the annualized Fee Rate.
	2. Where the Client fails to inform CPR of the annual remuneration, the introduction fee will be calculated by multiplying the hourly charge (or equivalent hourly charge if on price work) of CPR for the Applicant’s services by five hundred [500]. No refund of the introduction fee will be paid in the event that the Engagement subsequently terminates.

4. LIABILITY

* 1. Whilst reasonable effort is made by CPR to ensure the qualifications, and experience of the Applicant by providing them in accordance with the Client’s requirements, CPR shall not be liable for any loss, expense, damage or delay arising from any failure to provide any Applicant for all or part of the period of an Engagement or from the negligence, dishonesty, misconduct or lack of skill of the Applicant.
	2. The Client will comply in all respects with all statutes including, for the avoidance of doubt, the Health and Safety At Work Act etc., by-laws, codes of practice and legal requirements to which the Client is ordinarily subject.
	3. The Client shall advise CPR of any special health, safety and operational matters about which CPR should inform the Applicant.
	4. The Client shall indemnify and keep indemnified CPR against any costs, claims or liabilities incurred by CPR arising out of any Engagement or arising out of any non-compliance with clause 4.2 and 4.3 and/or as a result of any breach of these Terms by the Client.
	5. CPR does not exclude liability for death or personal injury arising from its own negligence.
	6. It is the Clients’ responsibility to satisfy itself as to the suitability of an Applicant including but not limited to the take up of necessary references, medical information and confirming any professional or academic qualifications of the Applicant prior to his or her commencing work and for obtaining work permits.

5. GENERAL

* 1. Each party agrees that it shall maintain as confidential all information of a confidential or commercially sensitive nature that it obtains from the other party and shall use such information solely to fulfil its obligations under this contract or as may be required by law. CPR shall at the request of the Client endeavour to procure that the Applicant signs such confidentiality undertakings in favour of the Client as it may reasonably require.
	2. CPR shall not be liable for any failure to fulfil its obligations where such failure is due to circumstances beyond its reasonable control.
	3. Both parties agree that this contract shall not be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 1999 and this contract can be rescinded or varied by agreement between the parties without the consent of any such third party.

6. LAW

* 1. These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts in England and Wales.

7. SEVERABILITY AND ILLEGALITY

* 1. If any provision or term of this agreement or any part thereof shall become or be declared illegal, invalid or unenforceable for any reason whatsoever including but without limitation by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision or any Court or other body or authority having jurisdiction over the parties or this agreement including the EEC Commission and the European Court of Justice, such terms or provisions shall be divisible from this agreement in the jurisdiction in question.

8. PERMANENT PLACEMENTS

* 1. Permanent placements will be subject to a fee in accordance with the following scale of fees as a proportion of the starting salary and are subject to VAT at the prevailing rate (unless otherwise agreed in writing):

|  |  |
| --- | --- |
| Annual salary (£)  | Percentage fee |
| £0 - £30,000 | 15% |
| £30,001 - £50,000 | 14% |
| £50,001 - £70,000 | 13% |
| * £70,000
 | 12.5% |

Payment of invoices is due within 14 days from the date of invoice.

This rate is applicable provided payments are made within the payment terms as stated above. If it is deemed necessary to recover debt due to late payment or for breaches of any other Terms within the contract then the appropriate rates specified in clause 3 will apply.

* 1. The direct and indirect costs associated with any advertising placed by CPR on behalf of the Client at the Client’s request will be paid for by the Client whether or not an Applicant is engaged.
	2. Provided that CPR is notified in writing within seven days of termination of employment and provided that the Client has paid the fee within 14 days of the date of the invoice, CPR shall endeavour to seek a replacement at no extra cost to the Client. If CPR is unable to find a replacement within 4 weeks, the Client shall receive a credit against the fee paid, which shall be calculated as a proportion of the introduction fee as follows:
	3. Rebate structure:

If the Applicant is found to be unsuitable and their employment is terminated, during the first **4 weeks** of engagement, the Agency will either reimburse **50%** of the fee paid, **or provide a FREE REPLACEMENT**. After which the following refund will apply up to 8 weeks.

|  |  |
| --- | --- |
| Period of Engagement  | Percentage of Refund  |
| Week 5  | 40%  |
| Week 6  | 30%  |
| Week 7  | 20%  |
| Week 8  | 10%  |

* 1. In the event of such termination within the 8 week period and CPR has found a replacement that is acceptable to the Client, then no fee will be charged and no rebate given.

9. NON SOLICITATION

* 1. Both parties agree not to approach or induce with offers of employment, directly or indirectly, any of the other parties staff that it has direct contact with under these Terms without prior written agreement of the other party.

10. ACCEPTANCE

|  |
| --- |
| * 1. Acceptance on site by the Client, of an Applicant supplied by CPR shall be deemed to constitute acceptance by the Client of all of these terms and conditions without any variation.
	2. Requesting of CV’s for any role by the client is deemed to constitutes acceptance by the Client of all of these terms and conditions without any variation.Payment of any ‘permanent placement’ invoice from CPR constitutes acceptance by the Client of all of these terms and conditions without any variation.
 |

Schedule of Terms:

This Agreement is made between **CPR Recruitment Ltd** acompany incorporated whose registered office is at: The Business Terrace, Maidstone House, King Street, Maidstone, Kent, ME15 6JQ.

I hereby confirm the acceptance to the Terms above and any schedules attached:

Signed on behalf of our Client:

………………………………………………

Duly Authorised Signatory (The Client)

If these terms are not signed and returned within 3 working days they will be deemed to be accepted.