



## **CLIENT TERMS & CONDITIONS**

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Registration Number: 07131163

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## CONTRACT WITH THE CLIENT (CLIENT TERMS OF BUSINESS) FOR THE SUPPLY OF LIMITED COMPANY CONTRACTORS (OPT IN VERSION)

### 1. DEFINITIONS

1.1. In these Terms of Business the following definitions apply:

<b>“Assignment”</b>	means the period during which the Contractor is supplied by the Employment Business to render services to the Client
<b>“Client”</b>	means the person, firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to whom the Contractor is supplied or introduced;
<b>“Contractor”</b>	means the limited companies employing the Contractor(s) including any representative, employee, or officer thereof (and shall include the Contractor(s) introduced to the Client by the Employment Business and includes the Contractor with whom the Employment Business contracts to carry out the Services.
<b>“Employment Business”</b>	means Empire ML Limited, T/A Empire Locums, Empire of 80 – 83 Long Lane, London, EC1A 9ET
<b>“Engagement”</b>	means the engagement, employment or use of the Contractor’s services or the services of any officer, employee or representative of the Contractor, directly by the Client or any third party or through any other employment business on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or any other engagement;
<b>“Introduction”</b>	means (i) the Client’s interview of an officer, employee, or representative of the Contractor, in person or by telephone, following the Client’s instruction to the Employment Business to supply a Contractor or (ii) the passing to the Client of information which identifies a Contractor; and which leads to an Engagement
<b>“Introduction Fee”</b>	means the client agrees a fee is payable by the Client to the Employment Business of the amount equal to 25% of the the Contractors anticipated first years remuneration; or £30,000 should the client fail to advise the Employment Business of the Contractors engagement with 7 days from the start date.



**"Regulations"** means The Conduct of Employment Agencies and Employment Businesses Regulations 2003 as amended from time to time.

**"Restriction Period"** means the 12 months following either:

1. the Introduction of the Contractor; or
2. the termination or expiration of the Agreement; whichever expires last.

Save that if the Contractor(s) have not opted out of the Regulations and there has been a Supply then the Restriction Period shall mean the relevant period stated in the Regulations.

**"Remuneration"** includes fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, and all other payments taxable, (and, where applicable, non-taxable) payable to or receivable by the Contractor for services rendered to or on behalf of the Client.

**"Transfer Fee"** means the client agrees a fee is payable by the Client to the Employment Business of the amount equal to 25% of the the Contractors anticipated first years remuneration if transferred into a permanent position; or the final weekly rate multiplied by 12 paid by the client to the Employment Business for the Contractor(s) services. VAT will be charged on the fee if applicable

1.2 Unless the context otherwise requires, references to the singular include the plural.

1.3 The headings contained in these Terms are for convenience only and do not affect their interpretation.

## 2. THE CONTRACT

2.1. These Terms constitute the contract between the Employment Business and the Client for the supply of the Contractor's services to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or engagement of a Contractor or the passing of any information about the Contractor to any third party following an Introduction.

2.2. These terms contain the entire agreement between the parties and unless otherwise agreed in writing [*by a Director of*] the Employment Business, these Terms prevail over any terms of business or purchase conditions put forward by the Client.

2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

## 3. CHARGES



- 3.1. The Client agrees to pay the hourly charges of the Employment Business. The charges are calculated according to the number of hours worked by the Contractor (to the nearest quarter hour). The charges comprise mainly the Contractor's hourly rate but also include the Employment Business's commission calculated as a percentage of the Contractor's hourly rate, and any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable. VAT, if applicable, is payable on the entirety of these charges.
- 3.2 The charges are invoiced to the Client on a weekly basis and are payable within 28 days. The Employment Business reserves the right to charge interest on any overdue amounts at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.
- 3.3 There are no rebates payable in respect of the charges of the Employment Business.

#### **4. INFORMATION TO BE PROVIDED**

- 4.1. When making an Introduction of a Contractor to the Client the Employment Business shall inform the Client of the identity of the Contractor; that the Contractor has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment; whether the Contractor will be employed by the Employment Business under a contract of service or apprenticeship or a contract for services; and that the Contractor is willing to work in the Assignment.
- 4.2. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following, save where the Contractor is being Introduced for an Assignment in the same position as one in which the Contractor had previously been supplied within the previous five business days and such information has already been given to the Client, unless the Client requests that the information be resubmitted.

#### **5. TIME SHEETS**

- 5.1. At the end of each week of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than one week the Client shall sign the Employment Business's time sheet verifying the number of hours worked by the Contractor during that week.
- 5.2 Signature of the time sheet by the Client is confirmation of the number of hours worked. If the Client is unable to sign a time sheet produced for authentication by the Contractor because the Client disputes the hours claimed, the Client shall inform the Employment Business as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with the Employment Business to enable the Employment Business to establish what hours, if any, were worked by the Contractor. Failure to sign the time sheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.



5.3 The Client shall not be entitled to decline to sign a timesheet on the basis that s/he is dissatisfied with the work performed by the Contractor. In cases of unsuitable work the Client should apply the provisions of clause 10.1 below.

## 6. PAYING THE CONTRACTOR

6.1. The Employment Business is responsible for paying the Contractor.

## 7. TRANSFER AND INTRODUCTION FEES

7.0 Should the Client, within the Restriction Period, wish to Engage the services of the Contractor(s) other than through the Employment Business either in a permanent or temporary position, directly, indirectly or via another third party Limited Company or Agency/Employment Business then it shall;

- (a) if the Service Provider has not opted out of the Regulations have the option to elect by 14 days' written notice to utilise the services of the Contractor(s) for the appropriate Extended Period of Hire on the terms and conditions specified in the Agreement, or in the event of no Supply on terms as are agreed at the time; or
- (b) in the event of no Supply, pay the Introduction Fee; or following termination or expiration of the Agreement, pay the appropriate Transfer Fee.

7.1 In the event the Client fails to specify whether payment of an Introduction Fee, Transfer Fee or Extended Hire Period is preferred, an Introduction Fee or Transfer Fee (as applicable) shall be charged upon Engagement by the Client.

Sub clauses 7 (a) and (b) and 7.1 shall survive the termination of the Agreement for the Restriction Period.

### 7.2 Where there has been an introduction but no supply

7.2.1 In the event that there is an Introduction of a Contractor to the Client which does not result in the supply of that Contractor by the Employment Business to the Client, but which leads to an Engagement by the Client of the Contractor by the Client either (1) directly or (2) pursuant to being supplied by another employment business within 6 months of the date of the Introduction the Client shall be liable, to either an extended period of hire or an Introduction Fee the length or amount of which is to be agreed between the Employment Business and the Client.

7.2.2 The Client must give the Employment Business 7 days' written notice in advance of the Engagement of whether it has elected to take the period of extended hire or to pay the Introduction Fee.

7.2.3 If the client does not give such notice before the Contractor is Engaged the parties agree that the Introduction Fee shall be due.

7.2.4 If the parties do not agree a period of extended hire or an Introduction Fee in accordance with

7.2.1 then the following shall be deemed to have been agreed:

- a) The length of the extended period of hire shall be 8 weeks during which the Client shall pay the current hourly charge agreed pursuant to clause 3.1 for each hour the Contractor is so employed.



### **Inability to supply during the period of hire**

7.2.5 If the Client elects for an extended period of hire, as set out above, but before the end of such period Engages the Contractor supplied by the Employment Business either directly or pursuant to being supplied by another employment business or the Contractor chooses not to be supplied for an extended period of hire, the Introduction Fee calculated in accordance with 7.2.2 may be charged, reduced by such percentage to reflect the period of extended hire already undertaken by the Contractor and paid for by the Client.

### **7.3 Where there has been Introduction to and Engagement by a Third Party**

7.3.1 In the event that the **Contractor supplied to a Client is introduced by the Client to a third party, which results in the Engagement of the Contractor by the third party** during the Assignment or within whichever is the longer of either

- 14 weeks from the start of the first Assignment (the first Assignment being each new assignment where there has been a break of more than 42days (6 weeks) since the end of the previous Assignment); or
  - 8 weeks from the day after the last day the Contractor worked on the Assignment
- the Client shall be liable, to pay a Transfer Fee the length of which is to be agreed between the Employment Business and the Client.

7.3.2 If the parties do not agree a Transfer Fee in accordance with 7.3.1 then the Client will be liable to pay a Transfer Fee calculated as follows: 20% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges agreed pursuant to clause 3.1 multiplied by 300

7.3.3 No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates.

7.3.4 VAT is payable in addition to any fee due.

7.4 In the event that there is an Introduction of a Contractor to the Client which does not result in the supply of that Contractor by the Employment Business to the Client, but the Contractor is introduced by the Client to a third party which results in the Engagement of the Contractor by the third party within 6 months from the date of Introduction the Client shall be liable, to an Introduction Fee calculated as follows: 20% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges agreed pursuant to clause 3.1 multiplied by (REC recommends a figure of 300 times the hourly charge which would equate to a figure of 20% of the annual remuneration)] No refund of the Introduction Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

## **8. LIABILITY**

8.1. Whilst every effort is made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from the Contractor and to provide the same in accordance with the Assignment details provided by the Client, no liability is accepted by the Employment Business for any loss, expense, damage, costs or delay arising from the failure to



provide a Contractor for all or part of the period of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Contractor or if the Contractor terminates the Assignment for any reason. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.

- 8.2. Contractors provided by the Employment Business to the Client are deemed to be under the direction and control of the Client for the duration of the Assignment. The Client will comply in all respects with all relevant statutes, by-laws and legal requirements including provision of adequate Public Liability insurance in respect of the Contractor. The Client shall indemnify the Employment Business against any costs, claims, damages and expenses incurred by the Employment Business as a result of any breach of these Terms by the Client.
- 8.3 The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Contractor and about any requirements imposed by law or by any professional body, which must be satisfied if the Contractor is to fill the Assignment. The Client will assist the Employment Business in complying with the Employment Business' duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Employment Business and the Client will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Contractor for more than 48 hours in any week, the Client must notify the Employment Business of this requirement before the commencement of that week.
- 8.4 The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Contractor for the Contractor to fill the Assignment.
- 8.5 The Client undertakes not to request the supply of a Contractor to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed someone who has been transferred by the Client to perform the duties of the person on strike or taking official industrial action.
- 8.6 The Client shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with clauses 8.2, 8.3 and 8.5 and/or as a result of any breach of these Terms by the Client.

## 9. SPECIAL SITUATIONS

- 9.1 Where the Contractor or the person supplied to do the work is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment or the Assignment involves caring for or attending one or more persons under the age of eighteen 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 reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Contractor or the person supplied to do the work, two references from persons not related to the Contractor or the person supplied to do the work who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Contractor or the person supplied to do the work is suitable for the Assignment. If the Employment Business is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.



## 10. TERMINATION OF THE ASSIGNMENT

10.1 The Client may terminate the Assignment by giving to the Employment Business [in writing] the period of notice specified in the written confirmation.

10.2 Notwithstanding the provisions of sub-clause 10.1 the Client may terminate the Assignment forthwith by notice in writing to the Employment Business where:

10.2.1 The Contractor is in wilful or persistent breach of its obligations;

10.2.2 The Client reasonably believes that the Contractor has not observed any condition of confidentiality applicable to the Contractor from time to time:

10.2.3 for any other clinical reason the Contractor proves unsatisfactory to the Client.

10.3 The Employment Business may terminate an Assignment forthwith by notice in writing:

10.3.1 If the Client is in wilful or persistent breach of its obligations under these Terms;

10.3.2 If the Client becomes bankrupt or has a receiving order or administrative order made against it or is put into liquidation (save for the purposes of solvent reconstruction or amalgamation).

10.4 The Employment Business shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Contractor supplied to the Client is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith by notice in writing without prior notice and without liability.

## 11. LAW

11.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

\_\_\_\_\_  
*Signed on behalf of the Employment Business*

\_\_\_\_\_  
*Signed on behalf of the Client*

Date \_\_\_\_\_



## **CLIENT PAYE TERMS & CONDITIONS**

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**CONTRACT WITH THE CLIENT (SUPPLYING TEMPORARY STAFF SERVICES/CLIENT TERMS OF BUSINESS)**

*For use when supplying Temporary Workers paid by you subject to deductions for PAYE and NI contributions*

**1. DEFINITIONS**

1.1. In these Terms of Business the following definitions apply:

<b>“Assignment”</b>	means the period during which the Temporary Worker is supplied by the Employment Business to render services to the Client;
<b>“Client”</b>	means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Temporary Worker is supplied or introduced;
<b>“The Employment Business”</b>	means Empire ML Limited, T/A Empire Locums, Empire of 80 – 83 Long Lane, London, EC1A 9ET.
<b>“Engagement”</b>	means the engagement, employment or use of the Temporary Worker directly by the Client or any third party or through any other employment business on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or any other engagement; directly or through a limited company of which the Temporary Worker is an officer or employee
<b>“Temporary Worker”</b>	means the individual who is introduced by the Employment Business to render services to the Client.
<b>“Transfer Fee”</b>	means the fee payable in accordance with clause 7.1 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.
<b>“Introduction Fee”</b>	means the fee payable in accordance with clause 7.2 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.
<b>“Introduction”</b>	means (i) the Client’s interview of a Temporary Worker in person or by telephone, following the Client’s instruction to the Employment Business to supply a Temporary Worker; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Temporary Worker; and which leads to an Engagement of that Temporary Worker.



**“Remuneration”**

includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Temporary Worker for services rendered to or on behalf of the Client or any third party.

1.2. Unless the context otherwise requires, references to the singular include the plural.

1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.

**2. THE CONTRACT**

2.1. These Terms constitute the contract between the Employment Business and the Client for the supply of the Temporary Worker’s services by the Employment Business to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or Engagement of the Temporary Worker or the passing of any information about the Temporary Worker to any third party following an Introduction.

2.2. These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by [*a director of*] the Employment Business, these Terms prevail over any terms of business or purchase conditions put forward by the Client.

2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Employment Business and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

**3. CHARGES**

3.1 The Client agrees to pay such hourly charges\* of the Employment Business as shall be notified to and agreed with the Client. The hourly charges are calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour) and comprise mainly the Temporary Worker’s hourly rate but also include the Employment Business’ commission calculated as a percentage of the Temporary Worker’s hourly rate, employer’s National Insurance contributions and any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable. VAT, if applicable, is payable on the entirety of these charges\*\*.

3.2 The charges are invoiced to the Client on a weekly basis and are payable within 28 days. The Employment Business reserves the right to charge interest on any overdue amounts at the rate of 8% per annum above the base rate from time to time of the Bank of England or specify your own Bank from the due date until the date of payment.

3.3 There are no rebates payable in respect of the charges of the Employment Business



#### **4. INFORMATION TO BE PROVIDED**

- 4.1. When making an Introduction of a Temporary Worker to the Client the Employment Business shall inform the Client of the identity of the Temporary Worker; that the Temporary Worker has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment; whether the Temporary Worker will be employed by the Employment Business under a contract of service or apprenticeship or a contract for services; and that the Temporary Worker is willing to work in the Assignment.
- 4.2. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following, save where the Temporary Worker is being Introduced for an Assignment in the same position as one in which the Temporary Worker had previously been supplied within the previous five business days and such information has already been given to the Client, unless the Client requests that the information be resubmitted.

#### **5. TIME SHEETS**

- 5.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less) the Client shall sign the Employment Business' time sheet verifying the number of hours worked by the Temporary Worker during that week.
- 5.2 Signature of the time sheet by the Client is confirmation of the number of hours worked. If the Client is unable to sign a time sheet produced for authentication by the Temporary Worker because the Client disputes the hours claimed, the Client shall inform the Employment Business as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with the Employment Business to enable the Employment Business to establish what hours, if any, were worked by the Temporary Worker. Failure to sign the time sheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.
- 5.3 The Client shall not be entitled to decline to sign a timesheet on the basis that he is dissatisfied with the work performed by the Temporary Worker. In cases of unsuitable work the Client should apply the provisions of clause 10.1 below.

#### **6. PAYMENT OF THE TEMPORARY WORKER**

- 6.1 The Employment Business assumes responsibility for paying the Temporary Worker and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003\*.

#### **7. TRANSFER AND INTRODUCTION FEES**

##### **7.1 Transfer fees where a worker has been supplied**

- 7.1.1 In the event of the Engagement by the Client of a Contractor supplied by the Employment Business either (1) directly or (2) pursuant to being supplied by another employment business, during the Assignment or within whichever is the longer of either



- 14 weeks from the start of the first Assignment (the first Assignment being each new assignment where there has been a break of more than 42 days (6 weeks) since the end of the previous Assignment); or
  - 8 weeks from the day after the last day the Contractor worked on the Assignment
- the Client shall be liable, to either an extended period of hire or a Transfer Fee the length or amount of which is agreed between the Employment Business and the Client as per term 7.1(b).

7.1(b) Should you engage the candidate either directly, indirectly or via a third party at any time with 14 weeks from the start of the first Assignment (the first Assignment being each new assignment where there has been a break of more than 42 days (6 weeks) since the end of the previous Assignment); or

8 weeks from the day after the last day the Contractor worked on the Assignment you agree to pay the transfer/introduction fee of 300 x the agreed hourly charge.

- 7.1.1 The Client must give the Employment Business 7 days' written notice in advance of the Engagement if the Client elects to take the worker for the period of extended hire.
- 7.1.2 If the client does not give such notice before the Temporary Worker is Engaged the parties agree that the Transfer Fee shall be due.
- 7.1.3 If the parties do not agree a period of extended hire or a Transfer Fee in accordance with then the following shall be deemed to have been agreed:
  - a) The length of the extended period of hire shall be 8 weeks during which the Client shall pay the current hourly charge agreed pursuant to clause 3.1 for each hour the Temporary Worker is so employed.

## 7.2 Introduction Fees where a worker is introduced but not supplied

- 7.2.1 In the event that there is an Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by the Employment Business to the Client, but which leads to an Engagement by the Client of the Temporary Worker by the Client either (1) directly or (2) pursuant to being supplied by another employment business within 6 months of the date of the Introduction the Client shall be liable, to either a period of hire or an Introduction Fee the length or amount of which is to be agreed between the Employment Business and the Client.
- 7.2.2 The Client must give the Employment Business 7 days' written notice in advance of the Engagement if the Client elects to take the worker for the period of hire.
- 7.2.3 If the client does not give such notice before the Temporary Worker is Engaged the parties agree that the Introduction Fee shall be due.
- 7.2.4 If the parties do not agree a period of hire or an Introduction Fee in accordance with 7.2.1 then the following shall be deemed to have been agreed:
  - b) The length of the period of hire shall be 8 weeks during which the Client shall pay the hourly charge agreed pursuant to clause 3.1] for each hour the Temporary Worker is so employed.

7.3 In the event that the Engagement of the Temporary Worker is for a fixed term of less than 12 months, the fee in clause 7.1.1(b) or 7.2.1(b), calculated as a percentage of the Remuneration, will



apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Temporary Worker within 3 months of the termination of the first Engagement the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is sooner.

#### 7.4 Inability to supply during the period of hire

- 7.4.1 If the Client elects for a period of hire, as set out above in clause 7.1 or 7.2, but before the end of such period Engages the Temporary Worker supplied by the Employment Business either directly or pursuant to being supplied by another employment business or the Temporary Worker chooses not to be supplied for the period of hire, the Transfer or Introduction Fee set out in clauses 7.1 or 7.2 may be charged, reduced by such percentage to reflect any period of extended hire already undertaken by the Temporary Worker and paid for by the Client.
- 7.4.2 Where period(s) of absence due to illness or injury prevent the Temporary Worker from being employed or supplied for 4 or more days, which shall be qualifying days for the purposes of Statutory Sick Pay (SSP), during the period of hire as set out above, the period of hire shall be extended by a period equivalent to the total period of absence. Where the Employment Business pays the Temporary Worker SSP during the period of hire an equivalent amount shall be charged to and be payable by the Client in addition to the charges agreed pursuant to clause 3.1.

#### 7.5 Transfer Fees where there has been Introduction to and Engagement by a Third Party

- 7.5.1 In the event that the **Temporary Worker supplied to a Client is introduced by the Client to a third party which results in the Engagement of the Temporary Worker by the third party** during the Assignment or within whichever is the longer of either
- 14 weeks from the start of the first Assignment (each new Assignment where there has been a break of more than 42 days (6 weeks) since the end of a previous Assignment shall also be considered to be the 'first Assignment' for these purposes); or
  - 8 weeks from the day after the last day the Temporary Worker worked on the Assignment

the Client shall be liable, to pay a Transfer Fee the amount of which is to be agreed between the Employment Business and the Client.

- 7.5.2 If the parties do not agree a Transfer Fee in accordance with 7.5.1 then the Client will be liable to pay a Transfer Fee calculated in accordance with clause 7.1.4 (b) above.

#### 7.6 Introduction Fees where there has been an Introduction but no Supply resulting in an Engagement by a Third Party

In the event that there is an Introduction of a Temporary Worker to the Client which does not result in the supply of that Temporary Worker by the Employment Business to the Client, but **the Temporary Worker is introduced by the Client to a third party** which results in the Engagement of the Temporary Worker by the third party within 6 months from the date of Introduction the Client shall be liable, to **an Introduction Fee** calculated in accordance with clause 7.2.4 (b) above.



## 8. LIABILITY

- 8.1 Whilst every effort is made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Temporary Workers and further to provide them in accordance with the Client's booking details, the Employment Business is not liable for any loss, expense, damage or delay arising from any failure to provide any Temporary Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.
- 8.2 Temporary Workers supplied by the Employment Business are engaged under contracts for services\*. They are not the employees of the Employment Business but are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors or omissions of the Temporary Worker, whether wilful, negligent or otherwise as though the Temporary Worker was on the payroll of the Client. The Client will also comply in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations, Health and Safety At Work Act etc, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff (excluding the matters specifically mentioned in Clause 6 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments.
- 8.3 The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Temporary Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Temporary Worker is to fill the Assignment. The Client will assist the Employment Business in complying with the Employment Business' duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Employment Business and the Client will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Temporary Worker for more than 48 hours in any week, the Client must notify the Employment Business of this requirement before the commencement of that week.
- 8.4 The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Temporary Worker for the Temporary Worker to fill the Assignment.
- 8.5 The Client undertakes not to request the supply of a Temporary Worker to perform the duties normally performed by a worker who is taking part in official industrial action or duties normally performed someone who has been transferred by the Client to perform the duties of the person on strike or taking official industrial action.
- 8.6 The Client shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with clauses 8.2, 8.3 and 8.5 and/or as a result of any breach of these Terms by the Client.



## 9. SPECIAL SITUATIONS

9.1 Where the Temporary Worker is required by law, or any professional body to have any qualifications or authorisations to work on the Assignment or the Assignment involves caring for or attending one or more persons under the age of eighteen 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 reasonably practicable steps to obtain and offer to provide to the Client:

- Copies of any relevant qualifications or authorisations of the Temporary Worker, and
- Two references from persons not related to the Temporary Worker who have agreed that the references they provide may be disclosed to the Client

and has taken all reasonably practicable steps to confirm that the Temporary Worker is suitable for the Assignment. If the Employment Business is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

## 10. TERMINATION

10.1 The Client undertakes to supervise the Temporary Worker sufficiently to ensure the Client's satisfaction with the Temporary Worker's standards of workmanship. If the Client reasonably considers that the services of the Temporary Worker are unsatisfactory, the Client may terminate the Assignment either by instructing the Temporary Worker to leave the Assignment immediately, or by directing the Employment Business to remove the Temporary Worker. The Employment Business may, in such circumstances, reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates: -

- a) Within four hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours; or
- b) Within two hours for bookings of seven hours or less;

And also provided that notification of the unsuitability of the Temporary Worker is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.

10.2 Any of the Client, the Employment Business or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability.

10.3 The Client shall notify the Employment Business immediately and without delay and in any event within [24] hours if the Temporary Worker fails to attend work or notifies the Client that the Temporary Worker is unable to attend work for any reason.

10.4 The Employment Business shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Temporary Worker supplied to the Client is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith by notice in writing without prior notice and without liability.



## **11. LAW**

11.1 These Terms are governed by the law of [\*England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales

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**Signed for and on behalf of the Client**

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**Dated**



## **CLIENT PERMANENT TERMS & CONDITIONS**

Empire ML Ltd  
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London, UK  
EC1A 9ET  
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## CLIENT TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT OR CONTRACT STAFF

### (TO BE DIRECTLY EMPLOYED BY THE CLIENT)

#### 1. DEFINITIONS

1.1. In these Terms of Business the following definitions apply:

<b>“Applicant”</b>	means the person introduced by the Agency to the Client for an Engagement including any officer or employee of the Applicant if the Applicant is a limited company and members of the Agency’s own staff;
<b>“Client”</b>	means the person; firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to which the Applicant is introduced;
<b>“Agency”</b>	means Empire ML Limited, T/A Empire Locums, Empire of 80 – 83 Long Lane, London, EC1A 9ET.
<b>“Engagement”</b>	means the engagement, employment or use of the Applicant by the Client or any third party on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the Applicant is an officer or employee
<b>“Introduction”</b>	means (i) the Client’s interview of an Applicant in person or by telephone, following the Client’s instruction to the Agency to search for an Applicant; or (ii) the passing to the Client of a curriculum vitæ or information which identifies the Applicant; and which leads to an Engagement of that Applicant;
<b>“Remuneration”</b>	includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client.

1.2. Unless the context requires otherwise, references to the singular include the plural.

1.3. The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.



## 2. THE CONTRACT

- 2.1. These Terms constitute the contract between the Agency and the Client and are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant or the passing of any information about the Applicant to any third party following an Introduction.
- 2.2. These terms contain the entire agreement between the parties and unless otherwise agreed in writing by [*a director of*] the Agency, these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client.
- 2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Agency and the Client and are set out in writing and a copy of the varied terms is given to the Client stating the date on or after which such varied terms shall apply.

## 3. NOTIFICATION AND FEES

- 3.1. The Client agrees:
  - a) To notify the Agency immediately of any offer of an Engagement which it makes to the Applicant;
  - b) To notify the Agency immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Agency;
  - c) To pay the Agency a minimum fee of 20% of the Remuneration where the annual Remuneration is £20,000 or less and 25% of the Remuneration where the annual Remuneration is £20,001 or more.
  - d) To pay the Agency's fee within 28 days of the date of invoice.
- 3.2. Except in the circumstances set out in clause 5.1 below, no fee is incurred by the Client until the Applicant commences the Engagement when the Agency will render an invoice to the Client for its fees.
- 3.3 - The fee payable to the Agency by the Client for an Introduction resulting in an Engagement either in a permanent or temporary position is the amount equal to 25% of the candidates anticipated first years remuneration. VAT will be charged on the fee if applicable.
  - b) Should the client fail to advise the Agency within 7 days of the start date of the Applicant, the client agrees a fee is payable to the Agency at 40% of the Applicant's anticipated first years remuneration or £20,000.00 whichever is the greater.
- 3.4 In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 3.4 will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 6 calendar months from the date of termination of the first Engagement the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner.



- 3.4 (b) Should the client fail to advise the Agency within 7 days of the start date of the Applicant's extension or new contract, the client agrees to pay the Agency the fee in accordance with clause 3.3 (b).
- 3.5 Should the Client following Introduction of the Applicant, engage his/her services or subsequently re-engages the Applicant either directly, indirectly or via another third party including but not limited to; another Agency, Limited Company or Third Party Service Provider, other than via the Agency within a period of 6 calendar months from the (i) date of termination of the Engagement; or (ii) Introduction; (iii) or withdrawal of the offer, the client agrees a full fee becomes payable at 40% of the Applicant's anticipated first years remuneration or £20,000.00 whichever is the greater.
- 3.6 The Agency reserves the right to charge interest on invoiced amounts unpaid for more than 28 days at the rate of 8% above the base rate of the Bank of England per annum from the due date until the date of payment.

*All businesses have a statutory right to claim 8% above the base rate of the Bank of England, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998*

#### **4. REFUNDS**

- 4.1. In order to qualify for the following refund, the Client must pay the Agency's fee within 28 days of the date of invoice and must notify the Agency in writing of the termination of the Engagement within 7 days of its termination.
- 4.2. If the Engagement terminates before the expiry of 8 weeks from the commencement of the Engagement (except where the Applicant is made redundant) the fee will be refunded in accordance with the accompanying Scale of Refund set out in the schedule to these Terms of Business.
- 4.3. In circumstances where clause 3.6 applies the full fee stated in clause 3.4 is payable and there shall be no entitlement to a refund.

#### **5. CANCELLATION FEE**

- 5.1 If, after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Agency a minimum fee of 20% of the Remuneration where the annual Remuneration is £20,000 or less and 25% of the Remuneration where the annual Remuneration is £20,001 or more.

#### **6. INTRODUCTIONS**

- 6.1. Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Agency which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Agency's fee as set out in clause 3.4 with no entitlement to any refund.
- 6.2. An introduction fee calculated in accordance with clause 3.5 will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through the Agency, whether direct or indirect, within 6 months from the date of the Agency's Introduction.



- 6.3. Where the amount of the actual Remuneration is not known the Agency will charge a fee calculated in accordance with clause 3.4 on the minimum level of remuneration applicable for the position in which the Applicant has been engaged with regard to any information supplied to the Agency by the Client and/or comparable positions in the market generally for such positions.
- 6.4. In the event that any employee of the Agency with whom the Client has had personal dealings accepts an Engagement with the Client within 3 months of leaving the Agency's employment, the Client shall be liable to pay an introduction fee to the Agency in accordance with clause 3.4.

## **7. SUITABILITY AND REFERENCES**

- 7.1. The Agency endeavours to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation of the Applicant's identity; that the Applicant has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and that the Applicant is willing to work in the position which the Client seeks to fill.
- 7.2. At the same time as proposing an Applicant to the Client the Agency shall inform the Client of such matters in clause 7.1 as they have obtained confirmation of. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following save where the Applicant is being proposed for a position which is the same as one in which the Applicant has worked within the previous five business days and such information has already been given to the Client.
- 7.3. The Agency endeavours to take all such steps as are reasonably practicable to ensure that the Client and Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position which the Client seeks to fill.
- 7.4. The Agency endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Applicant for the Applicant to work in the position which the Client seeks to fill.
- 7.5. Notwithstanding clauses 7.1, 7.2, 7.3 and 7.4 above the Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant to it or the Agency before engaging such Applicant. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.
- 7.6. To enable the Agency to comply with its obligations under clauses 7.1, 7.2, 7.3 and 7.4 above the Client undertakes to provide to the Agency details of the position which the Client seeks to fill, including the type of work that the Applicant would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Applicant to possess in order to work in the position; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition the Client shall provide details of the date the Client requires the Applicant to commence, the duration or likely duration of the work;



the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that the Applicant would be entitled to give and receive to terminate the employment with the Client.

## **8. SPECIAL SITUATIONS**

8.1 Where the Applicant is required by law, or any professional body to have any qualifications or authorisations to work in the position which the Client seeks to fill; or the work involves caring for or attending one or more persons under the age of eighteen, or any person who by reason of age, infirmity or who is otherwise in need of care or attention, the Agency will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Applicant, two references from persons not related to the Applicant who have agreed that the references they provide may be disclosed to the Client and has taken all reasonably practicable steps to confirm that the Applicant is suitable for the position. If the Agency is unable to do any of the above it shall inform the Client of the steps it has taken to obtain this information in any event.

## **9. LIABILITY**

9.1 The 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 Agency seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of the Agency to introduce any Applicant. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence.

## **10. LAW**

10.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

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**Signed for and on behalf of the Client**

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**Dated**



## SCHEDULE: SCALE OF REFUND

1. The following scale of refund only applies in the event that the Client complies with the provisions of clause 3.1 of these Terms of Business.
2. Where the Applicant leaves during the first 8 weeks of the Engagement, a partial refund of the introduction fee shall be paid to the Client in accordance with the scale set out below, subject to the conditions in clause 4.1.

Week in which the Applicant leaves	% of introduction fee refunded
1 - 2	75%
3 - 4	50%
5 - 6	25%
7 - 8	10%

3. There will be no refund where the Applicant leaves during or after the 9th week of the Engagement.
4. In the event of the Client cancelling the Engagement after an offer of an Engagement has been made to the Applicant the minimum fee specified in clause 5 shall become payable, which shall be calculated as follows: 20% of the Remuneration where the annual Remuneration is £20,000 or less and 25% of the Remuneration where the annual Remuneration is £20,001 or more.