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PART 1: Client terms of business for supplying temporary staff services

1. DEFINITIONS

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

- 1.1.1. "Assignment" means the period during which the Temporary Worker is supplied to render services to the Client;
- 1.1.2. "Client" 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;
- 1.1.3. "The Employment Business" means DTW Recruitment Ltd.
- 1.1.4. "Engages/Engaged/Engagement" 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;
- 1.1.5. "Temporary Worker" means the individual who is introduced by the Employment Business to render services to the Client.
- 1.1.6. "Transfer Fee" 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.
- 1.1.7. "Introduction Fee" 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.
- 1.1.8. "Introduction" 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.
- 1.1.9. "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. Where a company car is provided, a notional amount of £3000 will be added to the salary in order to calculate the Employment Business' fee.

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 21 days. The Employment Business reserves the right to charge interest on any overdue amounts at the rate of 4% 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 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. In the event of the Engagement by the Client of a Temporary Worker supplied by the Employment Business for an Assignment either (1) directly or (2) pursuant to being supplied by another employment business, during the Assignment or within whichever is the longer of either
 - 7.1.1. 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
 - 7.1.2. 8 weeks from the day after the last day the Temporary Worker worked on the Assignment the Client shall be liable, subject to electing by giving 14 days prior notice, to either:
 - 7.1.2.1. An extended period of hire of the Temporary Worker being 12 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 or supplied or
 - 7.1.2.2. A Transfer Fee calculated as follows: 15% 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 235 No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

However, where the client does not give such notice before the Temporary Worker is Engaged, the parties agree that the Transfer Fee shall be due.

- 7.2. 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 of the Temporary Worker by the Client either directly or pursuant to being supplied by another employment business within 6 months from the date of Introduction the Client shall be liable, subject to electing upon giving 14 days notice, to either:
 - 7.2.1. A period of hire of the Temporary Worker being 12 weeks during which the Client shall pay the hourly charges agreed pursuant to clause 3.1 above for each hour the Temporary Worker is so employed or supplied or
 - 7.2.2. An Introduction Fee calculated as follows: 15% 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 235. 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.

However, where the client does not give such notice before the Temporary Worker is Engaged the parties agree that the Transfer Fee shall be due.

- 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(b) or 7.2(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. If the Client elects for an extended period of hire, as set out above, 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 an extended period of hire, the Transfer or Introduction Fee calculated in accordance with either 7.1(b) or 7.2(b) may be charged, reduced by such percentage to reflect the period of extended hire already undertaken by the Temporary Worker and paid for by the Client.
- 7.5. In the event that a 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;
 - 7.5.1. 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 the previous Assignment shall also be considered to be the 'first Assignment' for these purposes); or
 - 7.5.2. 8 weeks from the day after the last day the Temporary Worker worked on the the Client shall be liable to pay a Transfer Fee calculated as follows: 15% 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 235. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.
- 7.6. 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 as follows: 15% 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 235. 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 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 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 and 8.3 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:

- 9.1.1. Copies of any relevant qualifications or authorisations of the Temporary Worker, and

- 9.1.2. 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:



- 10.1.1. Within four hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours; or
 - 10.1.2. 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.

PART 2: Locums - Paye Version

1. DEFINITIONS

- 1.1. In these Terms of Engagement the following definitions apply:
 - 1.1.1. "Assignment" means the period during which the Temporary Worker is supplied to render services to the Client;
 - 1.1.2. "Client" means the person, firm or corporate body requiring the services of the Temporary Worker together with any subsidiary or associated company as defined by the Companies Act 1985;
 - 1.1.3. "Employment Business" means The DTW Recruitment Ltd.;
 - 1.1.4. "Temporary Worker" means the individual whose service are supplied by the Employment Business to the Client..
 - 1.1.5. "Relevant Period" means the longer period of either 14 weeks from the first day on which the Temporary Worker worked for the Client, or 8 weeks from the day after the Temporary Worker was last supplied by the Employment Business to the Client.
- 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 a contract for services between the Employment Business and the Temporary Worker and they govern all Assignments undertaken by the Temporary Worker. However, no contract shall exist between the Employment Business and the Temporary Worker between Assignments.
- 2.2. For the avoidance of doubt, these Terms shall not give rise to a contract of employment between the Employment Business and the Temporary Worker. The Temporary Worker is engaged as a self-employed worker, although the Employment Business is required to make statutory deductions from the Temporary Worker's remuneration in accordance with clause 4.1.
- 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 Temporary Worker and set out in writing and a copy of the varied terms is given to the Temporary Worker stating the date on or after which such varied terms shall apply.

3. ASSIGNMENTS

- 3.1. The Employment Business will endeavour to obtain suitable Assignments for the Temporary Worker with Clients. The Temporary Worker shall not be obliged to accept an Assignment offered by the Employment Business.
- 3.2. The Temporary Worker acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees: that the suitability of the work to be offered shall be determined solely by the Employment Business; that the Employment Business shall incur no liability to the Temporary Worker should it fail to offer opportunities to work in the above category or in any other category; and that no contract shall exist between the Temporary Worker and the Employment Business during periods when the Temporary Worker is not working on an Assignment.
- 3.3. At the same time as an Assignment is offered to the Temporary Worker the Employment Business shall inform the Temporary Worker of the identity of the Client, and if applicable the nature of their business; the date the work is to commence and the duration or likely duration of the work; the type of work, location and hours during which the Temporary Worker would be required to work; the rate of remuneration that will be paid and any expenses payable by or to the Temporary Worker; and any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks. In addition the Employment Business shall inform the Temporary Worker what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work in the Assignment.
- 3.4. 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 offered 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 Temporary Worker.
- 3.5. For the purpose of calculating the average number of weekly hours worked by the Temporary Worker on an Assignment, the start date for the relevant averaging period under the Working Time Regulations shall be the date on which the Temporary Worker commences the first Assignment.
- 3.6. If, before the first Assignment, during the course of an Assignment or within the Relevant Period the Client wishes to employ the Temporary Worker direct or through another employment business, the Temporary Worker acknowledges that the Employment Business will be entitled either to charge the Client a fee or to agree an extension of the hiring period with the Client at the end of which the Temporary Worker may be engaged directly by the Client or through another employment business without further charge to the Client. In addition the Employment Business will be entitled to charge a fee to the Client if the Client introduces the Temporary Worker to a third party who subsequently engages the Temporary Worker within the Relevant Period.



4. REMUNERATION

- 4.1. The Employment Business shall pay to the Temporary Worker remuneration based on the agreed rate, that will be notified on a per Assignment basis, for each hour worked during an Assignment (to the nearest quarter hour) to be paid weekly in arrears, subject to deductions in respect of PAYE pursuant to Sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003 and Class 1 National Insurance Contributions and any other deductions which the Employment Business may be required by law to make.
- 4.2. Subject to any statutory entitlement under the relevant legislation, the Temporary Worker is not entitled to receive payment from the Employment Business or Clients for time not spent on Assignment, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed.

5. STATUTORY LEAVE

For the purposes of calculating entitlement to paid annual leave pursuant to Working Time Regulations 1998 under this clause, the leave year commences on the 1st of January.

- 5.1. Under the Working Time Regulations 1998, the Temporary Worker is entitled to 4 weeks' paid leave per leave year. All entitlement to leave must be taken during the course of the leave year in which it accrues and none may be carried forward to the next year.
- 5.2. Where a Temporary Worker wishes to take paid leave during the course of an assignment s/he should notify the Employment Business of the dates of his/her intended absence giving notice of at least twice the length of the period of leave that s/he wishes to take. In certain circumstances the Employment Business may give counter-notice to the Temporary Worker to postpone or reduce the amount of leave that the Temporary Worker wishes to take and in such circumstances the Employment Business will inform the Temporary Worker in writing giving at least the same length of notice as the period of leave that has been requested.
- 5.3. Entitlement to payment for leave accrues in proportion to the amount of time worked continuously by the Temporary Worker on Assignment during the leave year. The amount of payment which the Temporary Worker will receive in respect of periods of annual leave taken during the course of an Assignment will be calculated in accordance with and paid in proportion to the number of hours which the Temporary Worker has worked on Assignment.
- 5.4. In the course of any Assignment during the first leave year the Temporary Worker is entitled to request leave at the rate of one-twelfth of the Temporary Worker's total holiday entitlement in each month of the leave year.
- 5.5. Where this contract is terminated by either party and a P45 is requested, the Temporary Worker shall be entitled to a payment in lieu of any untaken leave where the amount of leave taken is less than the amount accrued in accordance with clause 5.4 above.
- 5.6. None of the provisions of this clause regarding the statutory entitlement to paid leave shall affect the Temporary Worker's status as a self-employed worker.

6. SICKNESS ABSENCE

- 6.1. The Temporary Worker may be eligible for Statutory Sick Pay provided that s/he meets the relevant statutory criteria.
- 6.2. For the purposes of the Statutory Sick Pay scheme there is one qualifying day per week during the course of an assignment and that qualifying day shall be the Wednesday in every week.



7. TIME SHEETS

- 7.1. 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 or is completed before the end of a week) the Temporary Worker shall deliver to the Employment Business a time sheet duly completed to indicate the number of hours worked during the preceding week (or such lesser period) and signed by an authorised representative of the Client.
- 7.2. Subject to clause 7.3 The Employment Business shall pay the Temporary Worker for all hours worked regardless of whether the Employment Business has received payment from the Client for those hours.
- 7.3. Where the Temporary Worker fails to submit a properly authenticated time sheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Temporary Worker and the reasons that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Temporary Worker. The Employment Business shall make no payment to the Temporary Worker for hours not worked.
- 7.4. For the avoidance of doubt and for the purposes of the Working Time Regulations, the Temporary Worker's working time shall only consist of those periods during which s/he is carrying out activities or duties for the Client as part of the Assignment. Time spent travelling to the Client's premises; lunch breaks and other rest breaks shall not count as part of the Temporary Worker's working time for these purposes.

8. CONDUCT OF ASSIGNMENTS

- 8.1. The Temporary Worker is not obliged to accept any Assignment offered by the Employment Business but if s/he does so, during every Assignment and afterwards where appropriate, s/he will:
 - 8.1.1. Co-operate with the Client's reasonable instructions and accept the direction, supervision and control of any responsible person in the Client's organisation;
 - 8.1.2. Observe any relevant rules and regulations of the Client's establishment (including normal hours of work) to which attention has been drawn or which the Temporary Worker might reasonably be expected to ascertain;
 - 8.1.3. Take all reasonable steps to safeguard his or her own health and safety and that of any other person who may be present or be affected by his or her actions on the Assignment and comply with the Health and Safety policies and procedures of the Client;
 - 8.1.4. Not engage in any conduct detrimental to the interests of the Client;
 - 8.1.5. Not at any time divulge to any person, nor use for his or her own or any other person's benefit, any confidential information relating to the Client's or the Employment Business' employees, business affairs, transactions or finances.
- 8.2. If the Temporary Worker is unable for any reason to attend work during the course of an Assignment s/he should inform the Client and/or the Employment Business within one hour of the commencement of the Assignment or shift.
- 8.3. If, either before or during the course of an Assignment, the Temporary Worker becomes aware of any reason why he may not be suitable for an Assignment, he shall notify the Employment Business without delay.



9. TERMINATION

- 9.1. The Employment Business or the Client may terminate the Temporary Worker's Assignment at any time without prior notice or liability.
- 9.2. The Temporary Worker may terminate an Assignment at any time without prior notice or liability.
- 9.3. If the Temporary Worker does not inform the Client or the Employment Business [in accordance with clause 8.2] should they be unable to attend work during the course of an assignment this will be treated as termination of the assignment by the Temporary Worker in accordance with clause 9.2 unless the Temporary Worker can show that exceptional circumstances prevented him or her from complying with clause 8.2.
- 9.4. If the Temporary Worker is absent during the course of an assignment and the contract has not been otherwise terminated under clauses 9.1, 9.2 or 9.3 above the employment business will be entitled to terminate the contract in accordance with clause 9.1 if the work to which the absent worker was assigned is no longer available for the Temporary Worker.
- 9.5. If the Temporary Worker does not report to the Employment Business to notify his/her availability for work for a period of three weeks, the Employment Business will forward his/her P45 to his/her last known address.

10. LAW

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

PART 3: Limited Company Contractors

1. DEFINITIONS

- 1.1. In these Terms of Engagement the following definitions apply:
 - 1.1.1. "Assignment" means the period during which the Contractor is engaged by the Employment Business to render services to the Client.
 - 1.1.2. "Client" means the person, firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 requiring the services of the Contractor;
 - 1.1.3. "Contractor" means the Limited Company engaged by the Employment Business to provide the services of its employees, officers or representatives to the Client;
 - 1.1.4. "Employment Business" means DTW Recruitment Ltd
 - 1.1.5. "Relevant Period" means the longer period of either 14 weeks from the first day on which the Contractor worked for the Client, or 8 weeks from the day after the Contractor was last supplied by the Employment Business to the Client.
- 1.2. Unless the context requires otherwise 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 a contract for services between the Employment Business and the Contractor upon being signed on behalf of the Contractor and they govern all Assignments undertaken by the Contractor. However no contract shall exist between the Employment Business and the Contractor between Assignments.
- 2.2. For the avoidance of doubt these Terms shall not be construed as a contract between any individual supplied or any representative of the Contractor and any of the liabilities of an employer arising out of the Assignment shall be the liabilities of the Contractor.
- 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 Contractor and set out in writing and a copy of the varied terms is given to the Contractor stating the date on or after which such varied terms shall apply.

3. ASSIGNMENTS

- 3.1. The Employment Business will endeavour to obtain suitable Assignments for the Contractor with Clients. The Contractor shall not be obliged to accept an Assignment offered by the Employment Business.
- 3.2. The Contractor acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees: that suitability of the work to be offered shall be determined solely by the Employment Business; that the Employment Business shall incur no liability to the Contractor should it fail to offer opportunities to work in the above category or in any other category; and that no contract shall exist between the Contractor and the Employment Business during periods when the Contractor is not working on an Assignment.
- 3.3. At the same time as an Assignment is offered to the Contractor the Employment Business shall inform the Contractor of the identity of the Client, and if applicable the nature of their business; the date the work is to commence and the duration or likely duration of the work; the type of work, location and hours during which the Contractor would be required to work; the rate of remuneration that will be paid and any expenses payable by or to the Contractor; and any risks to health and safety known to the Client in relation to the Assignment and the steps the Client has taken to prevent or control such risks. In addition the Employment Business shall inform the Contractor what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work in the Assignment.
- 3.4. 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 offered 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 Contractor.
- 3.5. If before the first Assignment, during the course of an Assignment or within the Relevant Period the Client wishes to employ the Contractor direct or through another employment business, the Contractor acknowledges that the Employment Business will be entitled either to charge the Client a fee or to agree an extension of the hiring period with the Client at the end of which the Contractor may be engaged directly by the Client or through another employment business without further charge to the Client. In addition the Employment Business will be entitled to charge a fee to the Client if the Client introduces the Contractor to a third party who subsequently engages the Contractor within the Relevant Period.

4. FEES

- 4.1. The Contractor will receive payment from the Employment Business based on the agreed rate, that will be notified on a per Assignment basis, for each hour worked during an Assignment (to the



nearest quarter hour). The actual rate will be notified on a per Assignment basis, for each hour worked during an Assignment (to the nearest quarter hour) to be paid weekly in arrears.

- 4.2. Subject to any agreement by the parties to the contrary the Contractor shall not be entitled to receive payment from either the Employment Business or the Client for time not spent on Assignment whether in respect of holidays, illness or absence for any other reason.
- 4.3. All payments will be made to the Contractor and the Contractor shall be responsible for any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of its employees, officers or representatives ("Staff") for any Assignment.

5. TIMESHEETS

- 5.1. At the end of each week of an Assignment (or at the end of the Assignment where an Assignment is for a period of less than one week or is completed before the end of a week the Contractor shall deliver to the Employment Business the Employment Business's timesheet duly completed to indicate the number of hours worked by the Contractor during the preceding week signed by an authorised representative of the Client. Such timesheets must be received by the Employment Business by no later than 12.00pm on Monday following the week to which they relate. This timesheet must be accompanied by an invoice from the Contractor for the amount due from the Employment Business to the Contractor for the hours worked in that week. Such invoice should bear the Contractor's name, VAT number, and should state any VAT due on the invoice.
- 5.2. Subject to clause 5.3 the Employment Business shall pay the Contractor for all hours worked regardless of whether the Employment Business has received payment from the Client for those hours.
- 5.3. Where the Contractor fails to submit a properly authenticated time sheet the Employment Business shall, in a timely fashion, conduct further investigations into the hours claimed by the Contractor and the reasons that the Client has refused to sign a timesheet in respect of those hours. This may delay any payment due to the Contractor. The Employment Business shall make no payment to the Contractor for hours not worked.

6. LIABILITY

- 6.1. The Contractor shall be liable for any loss, damage or injury to any party resulting from the negligent acts or omissions of its Staff during an Assignment.
- 6.2. The Contractor shall ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance [Professional Indemnity Insurance] and any other suitable policies of insurance in respect of the Contractor and its Staff during an Assignment and shall make a copy of the policy available to the Employment Business upon request.

7. CONTRACTOR'S OBLIGATIONS

- 7.1. The Contractor agrees on its own part and on behalf of its Staff as follows:
 - 7.1.1. Not to engage in any conduct detrimental to the interests of the Employment Business or the Client which includes any conduct tending to bring the Employment Business or the Client into disrepute or which results in the loss of custom or business.
 - 7.1.2. To be present during the times or for the total number of hours during each day and/or week of the Assignment as may be agreed with the Employment Business or the Client.
 - 7.1.3. To take all reasonable steps to safeguard its own health and safety and the health and safety of



any other person who may be affected by its actions on the Assignment.

- 7.1.4. To comply with all statutory obligations and codes of practice to which the Contractor is subject in respect of its Staff including but not limited to the Working Time Regulations.
- 7.1.5. To comply with any rules or obligations in force at the premises where services are performed during Assignments to the extent that they are reasonably applicable.
- 7.1.6. To co-operate with the Client's staff and accept the direction of any person in the Client's organisation to whom it is required to report and comply with all reasonable and lawful instructions within the scope of the Assignment made by the Client.
- 7.1.7. To furnish the Employment Business with any progress reports as may be requested from time to time.
- 7.1.8. Not to sub-contract to any third party any of the services which it is required to perform under any Assignment.
- 7.1.9. To notify the Employment Business forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition.
- 7.1.10. To comply with all the requirements of VAT legislation and the Companies Act 1981.
- 7.1.11. If, either before or during the course of an Assignment, the Contractor becomes aware of any reason why the individual supplied to do the work may not be suitable for an Assignment, s/he shall notify the Employment Business without delay.

8. ACKNOWLEDGEMENT

- 8.1. The Contractor acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by the Contractor and its Staff for the Client during the Assignment shall belong to the Client. Accordingly the Contractor shall (and shall procure that any relevant member of its Staff shall) execute all such documents and do all such acts as the Employment Business shall from time to time require in order to give effect to its rights pursuant to this clause.

9. COMPUTER EQUIPMENT WARRANTY

- 9.1. The Contractor shall ensure that any computer equipment and associated software that it provides to its Staff for the purpose of providing the services contains anti-virus protection with the latest released upgrade from time to time.

10. CONFIDENTIALITY

- 10.1. In order to protect the confidentiality and trade secrets of any Client and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Contractor agrees on its own part and on behalf of its Staff as follows:
 - 10.1.1. Not at any time whether during or after an Assignment (unless expressly so authorised by the Client or the Employment Business as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or confidential information of the Client;
 - 10.1.2. To deliver up to the Client or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Client (and all copies) which are in its possession including documents and other materials created by it or the Staff during the



course of the Assignment;

- 10.1.3. Not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Client or the Employment Business as appropriate.

11. TERMINATION

- 11.1. An Assignment may be terminated by either the Employment Business or the Contractor by giving the other party in writing 1 week's notice.
- 11.2. Notwithstanding sub-clauses 11.1 and 11.5 of this Agreement, where required by the Client, the Employment Business may without notice and without liability instruct the Contractor to cease work on an Assignment at any time, where:
 - 11.2.1. The Contractor has acted in breach of the rules and regulations applicable to the Client's own staff;
 - 11.2.2. The Client reasonably believes that the Contractor has not observed any condition of confidentiality applicable to the Contractor from time to time; or
 - 11.2.3. The Contractor becomes insolvent, dissolved or subject to a winding up petition
 - 11.2.4. For any reason the Contractor proves unsatisfactory to the Client.
- 11.3. Failure by the Contractor to give notice of termination as required in the assignment confirmation note shall constitute a breach of contract and shall entitle the Employment Business to claim damages from the Contractor for any resulting loss suffered by the Employment Business.
- 11.4. If the Staff are unable for any reason to work on an Assignment the Contractor should inform the Employment Business by no later than 10.00 am on the first day of absence to enable alternative arrangements to be made.
- 11.5. The Contractor acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Client. In the event that the contract between the Employment Business and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability to the Contractor.

12. RELATIONSHIP BETWEEN EMPLOYMENT BUSINESS AND CONSULTANCY

- 12.1. The Contractor acknowledges to the Employment Business that its services are supplied to the Employment Business as an independent contractor and that accordingly the responsibility of complying with all statutory and legal requirements relating to the staff of the Contractor (including the payment of taxation) shall fall upon and be discharged wholly and exclusively by the Contractor. In the event that any person should seek to establish any liability or obligation upon the Employment Business on the grounds that the staff are an employee of the Employment Business, the Contractor shall upon demand indemnify the Employment Business and keep it indemnified in respect of any such liability or obligation and any related costs expenses or other losses which the Employment Business shall incur.

13. NOTICES

- 13.1. All notices which are required to be given hereunder shall be in writing and shall be sent to the registered office from time to time of the party upon whom the notice is to be served. Any such notice may be delivered personally or by first class prepaid post or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours and if by



facsimile transmission when dispatched.

14. LAW

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



DTW RECRUITMENT

Delivering Value

Terms & Conditions