

The Facilities Recruitment Limited Mission Statement

"It is the mission of our company to achieve the vision of our client candidates and companies by delivering best practice recruitment and HR services to the Facilities Management and associated industries".

To achieve this philosophy, Facilities Recruitment Limited (FRL) provides a high quality level of service, which offers a conditional guarantee facility for client satisfaction. These Terms and conditions of business are based upon the standard template and ratified by The Recruitment and Employment Confederation.

Scope of Services covered by these Terms of Business

Permanent Staff Recruitment

FRL acts as an Employment Agency providing a "Success Only" Fee service for the recruitment of Permanent Staff by means of a unique and highly developed pre-selection facility with close matching of the needs of client and candidate. Appointment of candidates by Retained Assignments are covered by additional terms for this service. Introducing permanent employees or employees on a fixed term contract is achieved by means of a detailed Job Briefing process, following which suitable candidates are short-listed, having been fully interviewed, tested and reference checked where possible (using the unique FRL method, which is the most powerful referencing system available), and each fully supported with Evaluation Notes. Prior to their interviews with our clients the candidates are taken through a thorough pre-briefing to ensure they are fully prepared and in possession of all the relevant information supplied by the client regarding the organisation, the job and the package available.

Provision of Temporary Staff

FRL acts as an Employment Business with each Temporary Assignment being individually priced (which figure is advised to the client in advance) based on an hourly rate + VAT. Temporaries are supplied either chosen by FRL or submitted on a short-list basis if time permits. Either way all temporaries will have been thoroughly vetted by means of interviews, testing and referencing before submission. FRL will conduct internal audits on a regular basis to monitor satisfaction levels with temporaries supplied. As all FRL temporaries know this process can enhance their C.V. for the future, they are keen to give of their very best to achieve client satisfaction.

1. DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

- "Assignment" means the period during which the Temporary Worker is supplied to render services to the Client;
 - "Candidate" means the person introduced by the Consultancy to the Client for an Engagement including any officer or employee of the Candidate if the Candidate is a limited company and members of the Consultancy's own staff;
 - "Client" means the person, firm, organisation, public or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to which the Candidate is introduced;
 - "Consultancy" means Facilities Recruitment Limited of Fairfax House, 15 Fulwood Place, London, WC1V 6AY, trading as an Employment Agency and an Employment Business;
 - "Engages/Engaged/Engagement" means the engagement, employment or use of the Candidate or Temporary Worker directly by the Client or any third party or through any other Consultancy 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 candidate or Temporary Worker is an officer or employee.
 - "Fixed Term Contract" means an Engagement whereby the Client employs the Candidate or temporary worker for a fixed term contract of less than 12 months;
 - "Introduction Fee" means the fee payable in accordance with clause 3.2 below and Regulation 10 of the Conduct of Employment Agencies and Businesses Regulations 2003.
 - "Introduction" means (i) the Client's interview of a candidate or Temporary Worker in person or by telephone, following the Client's instruction to the Consultancy to supply a candidate or Temporary Worker; or (ii) the passing to the Client of a curriculum vitae or information which identifies the candidate or Temporary Worker; and which leads to an Engagement of that person.
 - "Remuneration" includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car or car allowance and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Candidate for services rendered to or on behalf of the Client. Where the Client provides a company car, a notional amount of 15% of salary will be added to the salary in order to calculate the Consultancy's fee.
 - "Temporary Worker" means the individual who is introduced by the Consultancy to render services to the Client.
 - "Transfer Fee" means the fee payable in accordance with clause 3 below and Regulation 10 of the Conduct of Employment Agencies and Businesses Regulations 2003.
- 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 FRL and the Client for the engagement of a candidate or the supply of the Temporary Worker's services by FRL to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or Engagement of the candidate or Temporary Worker or the passing of any information about the candidate or 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 FRL, 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 FRL 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. No such variation of these Terms is valid unless such variation is signed by a Director of FRL.

3. NOTIFICATION OF FEES AND CHARGES

3.1 The client agrees to:

- a) To notify FRL immediately of any offer of an Engagement which it makes to the Candidate or temporary worker.
- b) To notify FRL immediately that its offer of an Engagement to the Candidate has been accepted and to provide details of the Remuneration to FRL; and except in the circumstances set out in clause 5.1 below, no fee is incurred by the Client until the Candidate commences the Engagement, when FRL will render an invoice to the Client for its fees.
- c) To pay FRL's fee in full within 14 days of the date of invoice. Failure to meet this deadline removes the Client's entitlement to the unconditional Financial Guarantee, as detailed in 4 below.
- d) For the provision of temporary workers, the Client agrees to pay such hourly charges of FRL 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 pay but also include FRL's commission calculated as a percentage of the total of the Temporary Worker's pay, employer's National Insurance contributions and Working Time Directive requirements. In addition 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, are payable. V.A.T, if applicable, is payable on the entirety of these charges.

3.2 The fee payable to FRL by the Client for an Introduction resulting in an Engagement and the Guarantees applied are as follows:

<u>Permanent</u>			<u>Fixed Term Contract</u>	
Remuneration in the Range:	Fee Applied:	Guarantee:	Fee applied	Fixed Term Length:
Under £19,999	15%	12 months:	To annual salary:	(including weekends/ public holidays)
£20,000 to £24,999	18%	100% Refund	25% of permanent fee	0 - 90 days
£25,000 - £34,999	20%	or Free	50% of permanent fee	91 - 180 days
£35,000 and over	25%	Replacement	75% of permanent fee	181 - 270 days
			100% of permanent fee	271 - 365 days

- 3.3 Engagement for a Permanent or fixed term contract position, the percentage fees shown are applied to the Remuneration applicable during the first 12 months of the Engagement.
- 3.4 For an Engagement under a Fixed Term Contract for a fixed term of less than 12 months, the fee in clause 3.2 (Fixed Term Contract) will apply. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Candidate 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.
- 3.5 VAT will be charged on all the above fees.

- 3.6 If the Client subsequently engages or re-engages the Candidate within the period of 6 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 3.2 above becomes payable, without any entitlement to a refund or replacement.
- 3.7 The charges for temporary workers are invoiced to the Client on a weekly basis and are payable within 14 days. The Consultancy 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 Lloyds TSB Bank Plc from the due date until the date of payment. There are no rebates payable in respect of charges for the provision of Temporary workers.
4. UNCONDITIONAL FINANCIAL GUARANTEES
- 4.1 In order to qualify for the following unconditional Financial Guarantee, the Client must pay the Consultancy's fee in full within 14 days of the date of invoice and Must notify the Consultancy in writing of the termination of the Engagement within 7 days of its termination. If the invoice is not paid within 14 days of its date, there will be no entitlement to any refund or rebate. If the introduction fee has been discounted due to a volume business or preferred supplier agreement and the invoice is not settled within 14 days of date of invoice then the standard fee scales in 3.2 apply and an addendum invoice will be supplied.
- 4.2 If a permanent Engagement terminates before the expiry of the Guaranteed period (as stated in 3.2 above) from the commencement of a Permanent Engagement (except when the Candidate is made redundant, or has a valid claim for unfair dismissal) the consultancy will provide candidates for a free replacement. If the client has a valid business reason not to require a free replacement then the consultancy will provide a refund of 100% of the fee.
- 4.3 If a discounted fee from the standard fees above is agreed and paid, then the guarantee period is 100 days.
- 4.4 In circumstances where clause 3.6 applies the full fee stated in clause 3.2 is payable and there shall be no entitlement to a refund or replacement.
- 4.5 If a candidate terminates a fixed term contract within the fixed term, then a guarantee is applicable provided compliance with clause 4.1. The guarantee period for any fixed term contract not paid at standard fees is 30% of the fixed term.
5. CANCELLATION FEE
- 5.1 If, after an offer of Engagement has been made to the Candidate, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Consultancy a fee of 75% of the anticipated Introduction Fee as calculated in clause 3.4 without any valid claim of the candidate unsuitability, such fee to be payable within 14 days with interest at the rate shown in clause 3.3.
6. INTRODUCTIONS
- 6.1 Introductions of Candidates are confidential. The client undertakes not to cause a breach of confidentiality compromising the candidate's confidentiality. The disclosure by the Client to a third party of any details regarding a Candidate introduced by the Consultancy which results in an Engagement with that third party within 6 months of the Introduction, renders the Client liable to payment of the Consultancy's fee as set out in clause 3.2 with no entitlement to any refund or replacement.
- 6.2 An introduction fee calculated in accordance with clause 3.2 will be charged in relation to any Candidate engaged as a consequence of or resulting from an introduction by or through the Consultancy, whether direct or indirect, within 6 months from the date of the Consultancy's Introduction.
- 6.3 Where the amount of the actual Remuneration is not known, the Consultancy will charge a fee calculated in accordance with clause 3.4 on the average level of remuneration applicable for the position in which the Candidate has been engaged with regard to any information supplied to the Consultancy by the Client and/or comparable positions in the market generally for such positions.
- 6.4 In the event that any employee of the Consultancy with whom the Client has had personal dealings accepts an Engagement with the Client within 6 months of leaving the Consultancy's employment, the Client shall be liable to pay an introduction fee to the Consultancy in accordance with clause 3.2.
7. SUITABILITY AND REFERENCES
- 7.1 FRL endeavours to ensure the suitability of any Candidate introduced to the Client by obtaining confirmation of the Candidate's identity; that the Candidate 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 Candidate is willing to work in the position which the Client seeks to fill.
- 7.2 The Consultancy endeavours to take all such steps as are reasonably practicable to ensure that the Client and Candidate are aware of any requirements imposed by law or any professional body to enable the Candidate to work in the position which the Client seeks to fill.
- 7.3 Notwithstanding clauses 7.1 and 7.2 above the Client shall satisfy itself as to the suitability of the Candidate and the Client shall take up any references provided by the Candidate to it or the Consultancy before engaging such Candidate. 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 Candidate, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Candidate is engaged to work.
- 7.4 To enable the Consultancy to comply with its obligations under clauses 7.1 and 7.2 above the Client undertakes to provide to the Consultancy details of the position, which the Client seeks to fill, including the type of work that the Candidate 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 Candidate 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 Candidate 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 Candidate would be entitled to give and receive to terminate the employment with the Client.
8. INFORMATION TO BE PROVIDED ON TEMPORARY WORKERS
- 8.1 When making an Introduction of a Temporary Worker to the Client the Consultancy 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 Consultancy under a contract of service or apprenticeship or a contract for services; and that the Temporary Worker is willing to work in the Assignment.
- 8.2 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.
- 8.3 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 7 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Temporary Worker during all Assignments.
- 8.4 The liability of the Employment Business howsoever occasioned under these Terms and Conditions shall not exceed an aggregate of £10,000,000 provided that nothing in this clause shall limit or exclude or attempt to limit or exclude the liability of the Employment Business for personal injury or death caused by the negligence of the Employment Business.
9. TEMPORARY WORKERS' TIME SHEETS
- 9.1 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 Consultancy's time sheet verifying the number of hours worked by the Temporary Worker during that week, and provide any relevant purchase order number.
- 9.2 Signature of the time sheet by the Client is confirmation of the number of hours worked and the quality of the service provided. 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 Consultancy before 12.00 noon on the Tuesday following the weekending on a Sunday and shall co-operate fully and in a timely fashion with the Consultancy to enable the Consultancy 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.
- 9.3 The Client shall not be entitled to decline to sign a time sheet 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 14.1 below.
10. PAYMENT OF THE TEMPORARY WORKER
- 10.1 The Consultancy 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.
11. TRANSFER AND INTRODUCTION FEES
- 11.1 In the event of the Engagement by the Client of a Temporary Worker, who was supplied by the Consultancy for an Assignment either (1) directly or (2) indirectly pursuant to being supplied by another Consultancy, within either:-
- The duration of the Assignment;
 - 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 either:
- a) Subject to electing, upon giving 14 days notice, an extended period of hire of the Temporary Worker, this being 13 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
- b) 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 3.2 multiplied by 250. 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.

- 11.2 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 Consultancy 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 Consultancy within 6 months from the date of Introduction the Client shall be liable, to either:
- Subject to electing, upon giving 14 days notice, a period of hire of the Temporary Worker being 13 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
 - 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 250. 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 Introduction Fee shall be due.
- 11.3 In the event that a temporary worker supplied or introduced 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 14 weeks from the start of the assignment or 8 weeks since the end of the assignment with the client, whichever is the longer, the client will be liable to a transfer fee as calculated in clause 11.2(b).
- 11.4 In the event that the Engagement of the Temporary Worker is for a fixed term of less than 12 months, the fee in clause 11.1(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.
- 11.5 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 Consultancy either directly or pursuant to being supplied by another Consultancy or the Temporary Worker chooses not to be supplied for an extended period of hire, the 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.

12. LIABILITY

- 12.1 The Consultancy 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 Consultancy seeking an Candidate for the Client or from the Introduction to or Engagement of any Candidate by the Client or from the failure of the Consultancy to introduce any Candidate. For the avoidance of doubt, the Consultancy does not exclude liability for death or personal injury arising from its own negligence.
- 12.2 Whilst every effort is made by the Consultancy 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 Consultancy 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 Consultancy does not exclude liability for death or personal injury arising from its own negligence.
- 12.2 Temporary Workers supplied by the Consultancy are engaged under contracts for services. They are not the employees of the Consultancy 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.
- 12.3 The Client shall advise the Consultancy of any special health and safety matters about which the Consultancy 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 Consultancy in complying with the Consultancy's duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Consultancy and the Client will not do anything to cause the Consultancy 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 Consultancy of this requirement before the commencement of that week.
- 12.4 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.
- 12.5 The Client shall indemnify and keep indemnified the Consultancy against any costs, claims or liabilities incurred by the Consultancy arising out of any Assignment or arising out of any non-compliance with clauses 8.2 and 8.3 or as a result of any breach of these Terms by the Client.

13. SPECIAL SITUATIONS

- 13.1 Where the Candidate or 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 Consultancy 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 Consultancy 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.

14. TERMINATION OF A TEMPORARY ASSIGNMENT

- 14.1 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 Consultancy to remove the Temporary Worker. The Consultancy may, in such circumstances, reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates: -
- Within four hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours; or
 - 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 Consultancy within 48 hours of the termination of the Assignment.
- 14.2 Any of the Client, the Consultancy or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability.
- 14.3 The Client shall notify the Consultancy 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.
- 14.4 The Consultancy 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 terminate the Assignment under the provisions of clause 9.2.
- 14.5 There are no rebates payable in respect of the charges of FRL acting as an Employment Business.

15. LAW

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

Signed for & on behalf of

Client Accepting the above Terms of Business

Name in Block Capitals

Job title

Dated