



The Search Core (trading name) a company incorporated in England and Wales under the company number **10518968** and whose Registered Office is at **63 St Mary Axe, London. EC3A 8AA** ("the Employment Agency")

Terms of Business – Temporary

1. Definitions

In these Terms –

1.1 "Assignment" means the period during which the Temporary Worker provides services to the Client.

1.2 "Client" means the person, firm or corporate body to whom the Employment Agency Introduces a Candidate or Temporary;

1.3 "Candidate" means the person Introduced by the Employment Agency to the Client for an Engagement including, but not limited to, any officer or employee of the Candidate if the Candidate is a limited company, any member or employee of the Candidate if the Candidate is a limited liability partnership, and members of the Employment Agency's own staff;

1.4 "Engagement" means the engagement, employment or use of the Candidate by the Client or by any Third Party to whom or to which the Candidate was Introduced by the Client (whether with or without the Employment Agency's knowledge or consent) on a permanent or temporary basis, howsoever engaged (whether directly or indirectly) and "Engages" and "Engaged" shall be construed accordingly;

1.5 "Introduction" means

- a) the interview of a Candidate in person or by telephone; or
- b) the passing of a curriculum vitae or information about the Candidate.

The time of the Introduction shall be taken to be the earlier of (a) and (b) above; and "Introduced" and "Introduces" shall be construed accordingly;

1.6 "Minimum Wage" The minimum wage for workers over the age of 21 is £6.50 per hour The development Rate for 18-20 year olds is £5.13 per hour

1.7 "Regulations" means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 and references to a particular Regulation are references contained therein;

1.8 "Relevant Period" means where the Temporary worker has been the subject of an Assignment, the later of 14 weeks from the first day of such assignment or 8 weeks from the last day of such assignment. The first day of the Assignment shall be the first day of any Assignment with the Client provided there has been no subsequent break in the supply of the Temporary Worker exceeding 6 weeks.

1.9 "Remuneration" includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, shift allowances, location weighting and call-out allowances, the benefit of a company car and all other payments or 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 £5000 will be added to the salary in order to calculate the Employment

Agency's fee;

1.10 "Temporary Worker" means The Person, prior briefed on a particular job vacancy, Introduced to the Client by the Employment Agency

1.11 "Terms" means these Terms of Business as further defined with clause 2;

1.12 "Third Party" means any company or person who is not the Client. For the avoidance of doubt, subsidiary and associated companies of the Client (as defined by s. 1159 of the Companies Act 2006 and s.416 of the Income and Corporation Taxes Act 1988 respectively) are included in this definition.

2. These Terms

2.1 These Terms constitute the entire agreement between the Employment Agency and the Client in relation to the subject matter hereof and are deemed to be accepted by the Client and to apply by virtue of (a) an Introduction to the Client of, or the Engagement by the Client of, a Candidate or (b) the passing of information about the Candidate by the Client to any Third Party or (c) the Client's interview or request to interview a Candidate or (d) the Client's signature at the end of these Terms or (e) any other written expressed acceptance of these Terms. For the avoidance of doubt, these Terms apply whether or not the Candidate is Engaged by the Client for the same type of work as that for which the Introduction was originally effected.

2.2 The Terms supersede all previous agreements between the parties in relation to the subject matter hereof.

2.3 These Terms prevail over any other terms of business or purchase conditions put forward by the Client.

2.4 The Client authorises the Employment Agency to act on its behalf in seeking Candidates and, if the Client so requests, shall advertise for such Candidates through such methods as are agreed with the Client.

2.5 For the purposes of these terms, the Employment Agency acts as an employment agency as defined within the Regulations.

3. Responsibilities & Obligations

3.1 The Employment Agency will use reasonable endeavours to ensure that each Temporary Worker introduced to the client has the necessary or required experience training, qualifications or any other authorisation to work in the UK, subject to the Client notifying the Employment Agency of such requirements.

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3.2 Where the Temporary Worker is required by law or regulatory body to hold a qualification or authorisation to work on the Assignment, the Employment Agency will use reasonable endeavours to obtain a copy of the relevant qualifications, and authorisation and where it has been unable to do so, advise the client of the steps it has taken.

3.3 The Client shall satisfy itself as to the suitability of the Candidate.

3.4 Temporaries are engaged by the Employment Agency under contracts for services and as such are not deemed to be employees of either the Client or of the Company. The Client agrees to use all reasonable endeavours to prevent the Temporary Worker obtaining employment status with the Client or the Employment Agency. Whilst the level of supervision and control exercised by the Client over the Temporary Worker may vary dependant on the nature of the Assignment, the Client accepts that the Temporary Worker is not under the supervision or Control of the Employment Agency. The Client agrees to notify the Temporary Worker on commencement of the assignment, of any control it wishes to exercise over the work of the Temporary Worker. The client agrees to be responsible for all acts, errors or omissions of the Temporary Worker, whether wilful, negligent or otherwise. The client will also comply in all respects with all applicable laws, regulatory requirements and codes of practice of all competent authorities including, for the avoidance of doubt, the Working Time Regulations, to which the Client is ordinarily subject in respect of the Client's own staff, including in particular the provision of adequate public liability insurance cover for the Temporary Worker during all assignments.

3.5 The Client will comply with, and assist the Employment Agency of any special Health and Safety matters about which the Employment Agency is required to inform the Temporary Worker. In addition, the Client shall without delay notify the Employment Agency of any special risks to the health and safety of a Temporary Worker who is a new or expectant mother and any steps taken to comply with the Management of Health and Safety at Work Regulations 1999.

3.6 The Client will comply with and assist the Employment Agency in complying with the Employment Agencies duties under, the Working time Regulations, the Conduct of Employment Agencies and Employment Business Regulations 2003 and the Agency Workers Regulations 2010, including, but not limited to supplying without delay, any relevant information requested by the company about (a) the Assignment; (b) the Basic Working and Employment Conditions in force at the Client; (c) the Basic Working and Employment Conditions that apply to any employee of the Client who is considered a Comparable Employee (as defined by the Agency Workers Regulations 2010) to the Temporary Worker; and (d) the basis on which any employee of the Client is considered a Comparable Employee to the Temporary Worker. The Client will also update the Employment Agency without delay if any of this information changes during the course of the assignment. The Client will also supply on request to the Employment Agency relevant information about any collective facilities and amenities provided by the Client and any information about Permanent vacancies provided by the Client to its workers. If the Employment Agency supplies a Temporary Worker to the Client who has previously worked for the Client through another Temporary Worker work agency [in the six months preceding the Assignment] the Client will notify the Employment Agency without delay.

3.7 The Client indemnifies the Employment Agency for any liability, cost, claim, award or any other expense incurred by the Employment Agency as a result of any breach by the client of the Agency Worker Regulations 2010 or any failure by the Client to provide accurate information, or to update the information provided as set out in clause 3.5.

3.8 The Client shall not, and shall not seek to cause the Employment Agency to, unlawfully discriminate in relation to the services provided by the Employment Agency to the Client in connection with these Terms and shall disclose any and all information requested by the Employment Agency in the event a Candidate makes a complaint to the Employment Agency.

4. Termination of Assignment

4.1 The Client, Employment Agency or Temporary Worker may terminate an assignment for any reason without notice at any time. Unless otherwise agreed prior to the commencement of an individual Assignment.

5. Timesheets

5.1 On the last day or at the end of each week of an Assignment the Client shall sign the Employment Agency's timesheet verifying the number of hours worked by the Temporary Worker during that week.

5.2 The signing of a timesheet by the client confirms the Client's agreement to pay for the services provided by the Temporary Worker and the number of hours worked by the Temporary Worker.

5.3 The Client warrants that whoever signs the timesheet has the necessary authority to do so.

6. Charges/Fees & Invoicing

6.1 The Client agrees to pay the Temporary Fees of the Employment Agency for the duration of the assignment. The number of hours worked will be rounded up to the nearest quarter of an hour. The Temporary Fee may be varied by the Employment Agency at any time with immediate effect.

6.2 Temporary Fees will be invoiced to the Client on a weekly basis and are payable within 7 days.

6.3 The Employment Agency reserves the right to charge interest on invoiced amounts overdue in accordance with clause 6.2 at the statutory rate as prescribed pursuant to Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 (as may be calculated using the calculator on the website: www.payontime.co.uk).

6.4 All invoices will be deemed to be accepted in full by the Client in accordance with the payment terms stated within clause 6.2 unless the Client notifies the Employment Agency in writing within 5 days of the amount the Client disputes and the reason the Client disputes that amount. In the event the Client does so notify the Employment Agency that it wishes to dispute part of an invoice, the Client shall pay the undisputed part of the invoice within the agreed payment terms and shall co-operate fully with the Employment Agency in order to resolve the dispute as quickly as possible.

6.5 The Employment Agency is responsible for the payment of the Temporary Worker's remuneration and where appropriate for the deduction and payment of National Insurance Contributions and PAYE as required by law.

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6.6 All charges are subject to VAT.

6.7 Temporary to Permanent Conversion:

If during the Relevant Period the Client engages any Temporary Worker on a Permanent or Fixed Term Contract basis, then a fee will be payable according to the scale of charges below.

Candidate Remuneration	Up to 13 weeks	14 to 26 weeks	27 to 39 weeks	40+ weeks
0 - £29,999	20%	18%	15%	12.5%
£30,000 to £39,999	22.5%	20%	17.5%	15%
£40,000 to £59,999	25%	22.5%	20%	17.5%
£60,000 to £79,999	27.5%	25%	22.5%	20%
£80,000 and above	30%	27.5%	25%	22.5%

6.8 Should as the result of an Introduction a Candidate be engaged directly on either a Permanent or Fixed Term basis, within 12 months of that introduction, a fee calculated in accordance with the table above will be charged.

6.9 Introductions of Candidates are confidential. Where the Client discloses to a Third Party any details regarding a Candidate Introduced to the Client by the Employment Agency that Third Party subsequently Engages the Candidate within 12 months from the date of the Introduction, the Client shall pay the Employment Agency's fee as set out in clause 6.7

6.10 Where the Employment Agency is unable to ascertain the level of Remuneration it will be calculated by multiplying the Temporary Worker's hourly rate by 2080.

6.11 In lieu of the fee, the Client may elect, and must confirm in writing to the Employment Agency, to extend the assignment for a fixed period of 52 weeks, from the date of the election (the Fixed Assignment) the Employment Agency undertakes to maintain the supply of the Temporary Worker for the Fixed Assignment subject to the Temporary Worker's right to terminate in Clause 4

6.12 Charges incurred by the Employment Agency at the Client's written request in respect of advertising or any other matters will be charged to the Client in addition to the fee and such charges will be payable whether or not the Candidate is Engaged.

7. Guarantee

7.1 If the Temporary Worker proves unsatisfactory for any reason, the Employment Agency may reduce or cancel its charges provided that the client has terminated the assignment, informed the Employment Agency of the termination within 7 hours of the commencement of the assignment and confirmed the same in writing within two days.

8. Liability and Indemnity

8.1 The Client shall indemnify and keep indemnified the Employment Agency against any costs (including legal costs), claims or liabilities incurred directly or indirectly by the Employment Agency arising out of or in connection with these Terms including (without limitation) as a result of,

- any breach of these Terms by the Client or by its employees or agents; and/or
- any breach by the Client or Third Party, or any of its employees or agents, of any applicable statutory provisions (including, without limitation, any statutory provisions prohibiting or restricting discrimination or other inequality of opportunity, immigration legislation and the Regulations); and/or
- any unauthorised disclosure of a Candidate details by the Client or Third Party, or any of its employees or agents.

8.2 The Employment 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 Employment Agency seeking a Candidate for the Client or from the Introduction or Engagement of any Candidate by the Client or from the failure of the Employment Agency to introduce any Candidate or from the Client's disclosure to a Third Party of any details regarding a Candidate.

8.3 Notwithstanding clause 8.1 above, nothing in these Terms shall be deemed to exclude or restrict any liability of the Employment Agency to the Client for personal injury or death.

8.4 The Employment Agency shall not be liable for failure to perform its obligations under these Terms if such failure results by reason of any cause beyond its reasonable control.

9. Termination of Terms and Conditions

9.1 These Terms may be terminated by either party by giving to the other immediate notice in the event that either the Employment Agency or the Client goes into liquidation, becomes bankrupt or enters into an arrangement with creditors or has a receiver or administrator appointed or where the Employment Agency has reasonable grounds to believe the Client will not pay the Employment Agency's invoice within the payment terms agreed within clause 6.2.

10. Equal Opportunities

10.1 The Employment Agency is committed to equal opportunities and expects the Client to comply with all anti-discrimination legislation as regards the selection and treatment of Candidates.

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11. Confidentiality

11.1 All information contained within these Terms shall remain confidential and the Client shall not divulge it to any Third Party save for its own employees and professional advisers and as may be required by law.

11.2 The Client shall not without the prior written consent of the Employment Agency provide any information in respect of the Candidate to any Third Party whether for employment purposes of otherwise.

11.3 The Client agrees to comply with the Data Protection Act 1988 ("the Act") and shall not cause or seek to cause the Employment Agency to breach the Act in connection with these Terms and shall provide any and all information requested by the Employment Agency in a timely manner to assist the Employment Agency to respond to a Data Subject access request (as defined with the Act).

12. General

12.1 Any failure by the Employment Agency to enforce at any particular time any one or more of these Terms shall not be deemed a waiver of such rights or of the right to enforce these Terms subsequently.

12.2 Headings contained in these Terms are for reference purposes only and shall not affect the intended meanings of the clauses to which they relate.

12.3 No provision of these Terms shall be enforceable by any person who is not a party to it pursuant to the Contract (Rights of Third Parties) Act 1999.

12.4 If any provision, clause or part-clause of these Terms is held to be invalid, void, illegal or otherwise unenforceable by any judicial body, the remaining provisions of these Terms shall remain in full force and effect to the extent permitted by law.

12.5 Any reference to legislation, statute, act or regulation shall include any revisions, re-enactments or amendments that may be made from time to time.

13. Notices

13.1 Any notice required to be given under these Terms (including the delivery of any information or invoice) shall be delivered by hand, sent by, e-mail or prepaid first class post to the recipient at its address specified in these Terms (or as otherwise notified from time to time to the sender by the recipient for the purposes of these Terms).

13.2 Notices shall be deemed to have been given and served,

a) if delivered by hand, at the time of delivery if delivered before 5.00pm on a business day or in any other case at 10.00am on the next business day after the day of delivery; or

b) if sent by e-mail, at the time of despatch if despatched on a business day before 5.00 p.m. or in any other case at 10.00 a.m. on the next business day after the day of despatch, within the relevant business day, the recipient informs the sender that the e-mail message was received in an incomplete or illegible form; or

c) if sent by prepaid first class post, 48 hours from the time of posting.

14. Variation

14.1 No variation or alteration of these Terms shall be valid unless approved in writing by a Director of the Employment Agency.

15. Applicable Law

15.1 These Terms shall be construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

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