



## CLIENT TERMS OF BUSINESS FOR THE SUPPLY OF CONTRACT RECRUITMENT SERVICES

### 1. DEFINITIONS

1.1 In these terms of business (“the **Agreement**”) the following definitions apply:-

“**Assignment**” means the period during which the Contractor is supplied by Consol to render services to the Client;

“**AWR**” means the Agency Worker Regulations 2010;

“**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 Contractor is Introduced and who is the recipient of the Services;

“**Conduct Regulations**” means the Conduct of Employment Agencies and Employment Business’s Regulations 2003 (as amended);

“**Consol**” means Consol Partners Ltd, whose registered address is 2 Mountview Court, 310 Friern Barnet Lane, London N20 0YZ, England

“**Contractor**” means a person working through a Limited Company (including any personal services company or umbrella company) or any other individual introduced to the Client by Consol and Engaged by the Client to carry out an Assignment (and save where otherwise indicated, includes any officer, employee or representative thereof). For the avoidance of doubt the Contractor is not employed by Consol;

“**Employment Business**” means Consol Ltd. whose registered office is 2 Mountview Court, 310 Friern Barnet Lane, London, N20 0YZ, United Kingdom;

“**Engagement**” means the engagement, employment or use of the Contractor’s services or the services of any officer, employee or representative of the Contractor, directly by the Client or any third party or through any other employment business on a permanent, contract or temporary basis whether under a contract of service or for services, or an agency, licence, franchise or partnership arrangement; or any other engagement. “**Engage**” or “**Engaged**” shall be construed accordingly;

“**Introduction**” means (i) the Client’s interview of an officer, employee, or representative of the Contractor, in person or by telephone, following the Client’s instruction to Consol to supply a Contractor or (ii) the passing to the Client of information which identifies a Contractor; and which leads to an Engagement. “**Introduced**” or “**Introduce**” shall be construed accordingly;

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

“**Services**” means the services provided by Consol as set out in this Agreement and for the avoidance of doubt does not include the services or work performed by the Contractor for the Client pursuant to the Assignment Schedule;

**“Third Party”** means any third party person, firm or company who, directly or indirectly, Engages any Contractor: (i) following an Introduction, directly or indirectly, by the Client, or (ii) directly or indirectly, from, by, with or through the Client, or (iii) in circumstances where the Client has, directly or indirectly, been wholly or partly instrumental in introducing such Contractor to such third party person, firm or company, or to any other person, firm or company, has, directly or indirectly, Engaged such Contractor.

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 (including any Assignment Schedule) constitute the contract between Consol and the Client for the supply of the Contractor’s services to the Client and are deemed to be accepted and agreed to by the Client by virtue of : (a) an Introduction to or the Engagement by the Client of a Contractor; or (b) the passing of information about the Contractor by the Client to any Third Party; or (c) the Client’s interview or request to interview a Contractor; or (d) any written (including email or text) or other expressed acceptance of these terms; or (e) the signature by the Client of an Assignment Schedule, timesheet or invoice of a Contractor. For the avoidance of doubt these terms apply whether or not the Contractor is Engaged for the same type of work as that for which the Introduction was originally effected.

2.2. For the avoidance of doubt in the event that the Client fails to sign the relevant Assignment Schedule (including any extension or renewal of the same) within 24 hours preceding the Contractor commencing work for the Client, then the terms of the Assignment Schedule will be deemed to have been accepted and agreed to by the Client who agrees to be legally bound by the same.

2.3. These terms (including the Assignment Schedule) contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of Consol, these terms prevail over any terms of business or purchase conditions put forward by the Client.

2.4. No variation or alternation to these terms shall be valid unless approved by a Director of Consol in writing.

## **3. THE SERVICES**

3.1 The Services to be provided by Consol consist of the provision to the Client for the Engagement a Contractor on a temporary or contract basis (including any Contractor’s subsequent conversion to permanent employment).

3.2 Should the Client decide to Engage a Contractor then it shall notify Consol immediately. In the case where a Client wishes to Engage a Contractor on a permanent basis the Client shall also provide details of:

- (a) the Remuneration offered;
- (b) the terms of Engagement; and
- (c) anticipated start date for the Contractor.

3.3 Subject to a satisfactory credit check rating, fees will be invoiced upon Engagement start date and are payable within 14 days of the date of the invoice. In the event of insufficient credit rating to cover the estimated value of our fees then all fees will be invoiced at the beginning of the engagement (or immediately if the Engagement has already begun) and will be payable immediately. Consol reserves the right to terminate this Agreement if up front payment is required and is not made by the Client. In the event of late payment, Client shall incur interest at the rate of 8% per day of the amount owed, with interest accruing starting with the date of the invoice.

#### **4. CLIENT OBLIGATIONS**

4.1 The Client shall give to Consol such information as Consol may reasonably request from time to time in order to comply with its legal obligations under the Conduct Regulations, AWR or any other relevant legislation.

4.2 Where a Contractor that is in scope of the AWR has been engaged in an Assignment for 7 continuous weeks and is likely be engaged for more than 12 continuous weeks (as defined in the AWR), the Client is required to inform Consol, in writing, with information regarding the working and employment conditions of comparator employees who are employed directly by the Client, if any. Where the Client fails to provide Consol with the required information before the expiry of 13 continuous weeks worked by the relevant Contractor, or fails to provide the correct information within the same timeframe, then the Client will fully indemnify Consol for any loss, damage, penalty, fine, action (including legal costs) or demand that Consol suffers as a result of the same. Furthermore Consol will be entitled to terminate the Contractor's contract immediately without notice or liability should the Client fail to provide the correct and required information within the requisite timeframe.

4.3 The Client shall be responsible for providing the necessary resources and facilities for the Contractor and acknowledges that only the Client is in the position to monitor the quality and delivery of the Assignment services on a day to day basis.

4.4 The Client shall ensure that it complies with all relevant health and safety legislation and acknowledges that it is solely liable for the provision of a safe place of work.

4.5 The Client undertakes to notify Consol immediately of its, or any member of the Client's group's intention to: (1) engage a Contractor Introduced by Consol; or (2) extend an Assignment or otherwise Engage directly or indirectly a Contractor Introduced or supplied by Consol .

4.6 The Client acknowledges that it is solely responsible and liable for the provision of access to its collective facilities, amenities and job vacancies on the first day of a Contractor commencing an Assignment with the Client where such Contractor is in scope of the AWR.

#### **5. ASSIGNMENT SCHEDULE DETAILS**

5.1. Prior to the commencement of the Assignment, or if this is not practical, upon commencement of the Assignment, Consol will send to the Client written confirmation of the Assignment specifying the duration of the Assignment, the identity of the Contractor, the hourly or daily rate charged by Consol together with such expenses as may have been agreed, any notice period to terminate the contract, the intervals at which invoices shall be rendered to the Client by Consol and any other relevant information.

#### **6. CHARGES**

6.1. The Client agrees to pay the hourly, daily or monthly charges of Consol as notified at the commencement of the Assignment and which may be varied from time to time during the Assignment. The charges are calculated according to the number of hours or days worked by the Contractor (to the nearest quarter hour) and comprise mainly the Contractor's hourly or daily rate but also include Consol's commission 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. A standard working day is defined as 7.5 hours per day.

6.2. Value Added Tax (VAT), if applicable, is payable on the entirety of these charges.

6.3. Overtime will be charged at time and half after 7.5 hours worked per day and double time for weekends and public holidays.

6.4. The charges are invoiced to the Client on a **weekly or monthly** basis as specified in the Assignment Schedule Details and are payable within **14 days**.

6.5. Consol reserves the right to charge interest on any overdue amounts at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

6.6. There is no rebate payable in respect of the charges of Consol.

6.7. If the Client is unable to sign a timesheet produced for approval by the Contractor because the Client disputes the amount of time claimed, then the Client shall notify Consol within 2 working days of such refusal to sign the timesheet and shall co-operate fully and in a timely fashion with Consol to enable Consol to establish the veracity of the time and work claimed.

6.8. The Client acknowledges that Consol may increase its Charges where the cost of supply of the Contractor increases due to a change in legislation including where the cost of the Assignment Services increases due to equal pay entitlements under the AWR.

## **7. TIMESHEETS**

7.1. At the end of each month of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than one month or is completed or finished before the end of a month) the Client shall sign/authorise Consol's time sheet verifying the number of hours or days worked by the Contractor during that period of the Assignment.

7.2. For assignments where a daily charge rate is agreed, please note charges will be made for each half day or part thereof worked by the candidate.

7.3. Signature/authorisation of the timesheet (whether in writing, by email or text message) by the Client is confirmation of the number of hours or days worked and constitutes acceptance that the Contractor's services have been provided for the hours or days indicated in accordance with these terms. Failure to sign the time sheet (or the relevant Assignment Schedule) does not affect the Client's obligation to pay the charges set out in these terms in respect of the hours or days worked.

## **8. PAYING THE CONTRACTOR**

8.1 Consol is responsible for paying the Contractor and for deducting any sums as may be required by law.

## **9. INTRODUCTION FEES**

9.1. At the clients request Consol can consider changing the Engagement from contract to permanent. The introduction fee to transfer a Contractor to a permanent/full time Engagement is 17% of first year annual Remuneration with fees payable within the timeframe stipulated in these terms.

9.2. The Engagement by a Client of a Contractor that has been introduced or supplied by Consol, without the prior written agreement of Consol (either directly or indirectly through a Third Party), or the introduction by the Client of a Contractor to any Third Party resulting in an Engagement renders the Client subject to the payment of a 30% introduction fee calculated by multiplying the hourly, daily or monthly fee on a pro rata basis to provide an annualised charge, provided the engagement takes place within a period of 6 months from the termination of the Assignment under which the Contractor was last supplied, or if there was no Assignment, within 6 months of the introduction of the Contractor by

Consol . 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.

## **10. LIABILITY**

10.1. Whilst every effort is made by Consol to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Contractors and to provide the same in accordance with the Assignment details provided by the Client, no liability is accepted by Consol for any loss, expense, damage, costs or delay arising from the failure to provide a Contractor for all or part of the period of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Contractor or if the Contractor terminates the Assignment for any reason. For the avoidance of doubt, Consol does not exclude liability for death or personal injury arising from its own negligence.

10.2. Contractors provided by Consol to the Client are deemed to be under the supervision of the Client for the duration of the Assignment. The Client will comply in all respects with all relevant statutes, by-laws and legal requirements including provision of adequate Public Liability insurance in respect of the Contractor. The Client shall indemnify Consol against any costs, claims, damages and expenses incurred by Consol as a result of any breach of these terms by the Client.

10.3 The Client shall advise Consol of any special health and safety matters about which Consol is required to inform the Contractor and about any requirements imposed by law or by any professional body, which must be satisfied if the Contractor is to fill the Assignment. Where applicable, the Client will assist Consol in complying with Consol ' duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by Consol and the Client will not do anything to cause Consol to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Contractor for more than 48 hours in any week, the Client must notify Consol of this requirement before the commencement of that week.

10.4 The Client shall fully indemnify and keep indemnified Consol against any costs, claims or liabilities incurred by Consol arising out of any act or omission of the Client (or its employees, agents, officers or contractors) or arising out of any breach of the applicable law or these terms by the Client.

10.5 The total liability of Consol (including that assumed under any indemnity) under this Agreement (or arising under statute, tort or for any other reason) shall not exceed the total amount paid by the Client to Consol for the relevant Contractor during the one calendar month period preceding such costs, claims or liabilities arising. For the avoidance of doubt this amount does not include any amounts relating to the wages paid to the Contractor.

10.6 Consol will not be liable for any indirect and consequential loss including (but not limited to) loss of profits, sales, revenue, hardware, software, data or waste of management or staff time.

## **11. TERMINATION OF THE ASSIGNMENT**

11.1. The Client may terminate the Assignment by giving to Consol [in writing] the period of notice specified in the Assignment Details Schedule.

11.2. Notwithstanding the provisions of sub-clause 11.1 the Client may terminate the Assignment forthwith by notice in writing to Consol where:

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

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. For any reason the Contractor proves unsatisfactory to the Client.

11.3. Consol may terminate an Assignment forthwith by notice in writing:

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

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

## **12. LAW**

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

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Client Company Name:

Client Address:

Name:

Position:

Date:

***Signature on behalf of the Client***

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Name:

Position:

Date:

***Signature on behalf of the Employment Business:***

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Name:

Position:

Date:

***Authorised by a Director of the Employment Business:***

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**ASSIGNMENT SCHEDULE DETAILS**

IN ACCORDANCE WITH AGREEMENT NUMBER **xxxxxx**

**Name:** xxxxxx

Assignment Number:	xxxxxx
Client Name:	xxxxxx
Start date of assignment:	xxxxxx
End date of assignment:	xxxxxx
Nature of services	xxxxxx
Location of work:	xxxxxx
Hours of work:	xxxxxx
Charge rate:	xxxxxx
Intervals of Invoicing:	xxxxxx
Notice Period:	xxxxxx

Name:	Company:
Position:	Name:
Date:	Position:
	Date:
<i>Signed on behalf of Consol</i>	<i>Signed on behalf of the Client</i>

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