

**TERMS AND CONDITIONS OF BUSINESS OF  
BENNETT SECRETARIAL SERVICES LIMITED t/a BENNETT STAFF BUREAU ("THE COMPANY")**

**Head office: 51a/52 Market Street, Hyde, Cheshire SK14 2AB - Telephone: 0161 368 5511**

1. These terms and conditions relate to:

- (a) the introduction and supply to you by the Company of Work Seekers to cover short term requirements and
- (b) the introduction to you by the Company of Work Seekers for permanent positions.

2. In these terms and conditions:-

- (a) **"Introduction"** means the presentation of a Work Seeker being a Work Seeker for permanent positions or a Work Seeker on a temporary assignment or the provision of details of a work seeker by the Company to you whether or not you had knowledge of such work seeker prior to the introduction.
- (b) **"Engagement"** includes employment or use of a work seeker in any capacity whatsoever whether temporary or permanent and whether under a contract of service or services or as an employee or self employed person or otherwise.
- (c) **"Total remuneration"** means a work seeker's annual salary or fees and the value of his other benefits including bonus calculated if the engagement is for less than a year by grossing up the actual salary or fees payable. Where a Company car is provided, a notional amount of £7,000 will be added to the salary in order to calculate the employment business fee.
- (d) **"Work Seeker"** means any person or candidate introduced to you by the Company regardless of whether otherwise known to you; and any temporary worker introduced to you and engaged by you regardless of whether otherwise known to you; including members of the Company's own staff.
- (e) **"Assignment"** means the period during which the Work Seeker is supplied to render services to you.
- (f) **"Employment Agency"** is defined as the business (whether or not carried on with a view to profit and whether or not carried on in conjunction with any other business) of providing services (whether by the provision of information or otherwise) for the purpose of finding persons employment with employers or of supplying employers with persons for employment with them.
- (g) **"Employment Business"** is defined as the business (whether or not carried on with a view to profit and whether or not carried on in conjunction with any other business) of supplying persons in the employment of the person carrying on the business, to act for, and under the control of, other persons in any capacity.

3. These terms and conditions apply to all such supplies and introductions and by asking the Company to make any such supply or introduction you are deemed to have accepted these terms and conditions to the exclusion of any terms and conditions that you may have. In the event of a conflict between these terms and conditions and any other terms and conditions these terms and conditions shall prevail unless expressly agreed otherwise in writing by a Director of the Company. The Company are entitled to assume that any employee or agent of yours has your authority to bind you (unless you notify the Company otherwise in writing) and the Company are not required to seek confirmation of that authority.

4. The Company act as an employment agency in the introduction of Work Seekers for permanent positions and as an Employment Business in the introduction and supply of Work Seekers on temporary assignments such Work Seekers introduced or supplied are not to be regarded as employees of the Company.

**PERMANENT WORK SEEKER TERMS**

5. You shall pay the Company's fee for the introduction of a Work Seeker for a permanent position which results in an engagement such fee being a percentage of the candidate's total remuneration as follows:

**FEE STRUCTURE - SCALE OF CHARGES - % of Annual Salary**

LEGAL SECRETARIES .....	15	GENERAL COMMERCIAL STAFF .....	10
SECRETARIES .....	12	INDUSTRIAL STAFF (SKILLED).....	10
EXECUTIVE & MANAGEMENT STAFF.....	15	GENERAL HOTEL & CATERING STAFF .....	10
HEAD CHEFS & CHEFS .....	12	RETAIL OCCUPATION .....	10

The minimum introduction fee is £1000.00

Where the total remuneration is not known to the Company then the fee shall be equal to 200 times the Company's standard hourly rate for temporary workers of the category of the candidate.

6. If you engage a Work Seeker introduced by the Company in a permanent position and you lawfully terminate that engagement during a period of up to six weeks from the Work Seeker commencing that engagement for you (except by reason of redundancy) you will be entitled to a rebate as follows: -

up to one week after the Work Seeker starts work -	100% of the fee paid (less £50.00)
up to two weeks worked -	70% of the fee paid
up to three weeks worked -	50% of the fee paid
up to four weeks worked -	40% of the fee paid
up to five weeks worked -	20% of the fee paid
up to six weeks worked -	10% of the fee paid

No rebate will be given unless: -

- (a) You have given to the Company satisfactory evidence that the Work Seeker was incapable of performing that engagement; and

- (b) the Company have received written notification from you of the engagement of the Work Seeker within 14 days of you agreeing to that engagement; and
- (c) the Company have received written notification from you within 7 days of the termination of that engagement; and
- (d) your account with the Company has been settled in full within 7 days of the invoice date.

At the Company's discretion if such termination takes place within the first four weeks of the engagement the Company may provide another suitable candidate in place of a rebate.

Should you or any subsidiary or associated company subsequently re-engage the Work Seeker within a period of three calendar months from the date of termination the full fee in accordance with paragraph 5 will become due and payable.

7. All introductions and Work Seekers details are confidential. If within 6 months of an introduction of a Work Seeker to you by the Company you or any representative or employee of yours refers such a Work Seeker to any other person body Company or corporation which results in an engagement by that person body Company or corporation you must notify the Company and you will be liable for: -

- (a) If the Work Seeker is used in a permanent capacity and the total remuneration is known to the Company a fee as set out in Clause 5 above; or
- (b) in any other case, a fee equal to 200 times the Company's standard hourly rate for Work Seekers of the category of the Work Seeker. No rebate shall apply in respect of any such fee charged.

### **TEMPORARY WORK SEEKER TERMS**

8. You shall pay the Company's charges for the supply of Work Seekers. Rates vary according to category and grade of work Seeker supplied. The charge for the supply of a Work Seeker shall be such amount as is advised to you at the time of booking, or if no such charge is advised, in accordance with the Company's scale of charges ruling at the time, copies of which are available on request. Rates quoted are excluding VAT. These charges/rates are exclusive of any travelling or other expenses. The Company will be responsible for any payment which may be required to be made by law be it in respect of tax and National Insurance contributions or otherwise on monies paid to the relevant Work Seeker. The Company reserves the right to review and/or increase the rate chargeable for the supply of Work Seekers whether during the course of an assignment or otherwise. You will of course be notified of such review as and when it happens. Any reviewed or increased rates will be payable in accordance with these terms and conditions.

9. Overtime charges and shift premiums will be added to the quoted charges/hourly rate, for hours worked in excess of 8 hours per day Monday to Friday, evening work and night work and all hours worked on a Saturday and Sunday. For specific details contact your recruitment consultant.

10. You shall countersign a completed timesheet in such form as the Company requires for each week of an assignment being carried out by a Work Seeker supplied by the Company showing a true record of the hours worked by the relevant Work Seeker in that week and give such signed timesheet to the relevant Work Seeker to enable the Company to fulfil its contractual obligations to him. If you fail to sign any required timesheet the relevant Work Seeker's record of hours worked will be accepted and you will be charged on that basis.

11. All Work Seekers on temporary assignments are deemed to be under your supervision and control. If you have any reasonable cause to complain that the services of a Work Seeker supplied by the Company are unsatisfactory you should discontinue their services within 4 hours of the Work Seeker commencing duties and inform the Company. No charge will be made provided you give the Company satisfactory evidence of a reasonable complaint and you have notified the Company of the Work Seeker's termination verbally on such termination taking place and in writing within 48 hours of the termination.

12. Any rebate in respect of a cancelled or amended (whether as to time or grade or otherwise) booking of a temporary worker shall be at the entire discretion of the Company.

13. If, following the Introduction or Introduction and supply to you by the Company (acting as an employment business) of a Work Seeker you agree to an Engagement of that Work Seeker (except directly through the Company on these terms and conditions) or you or a member of your staff refer that Work Seeker to some other person, body, firm or corporation resulting in an Engagement by or through that person, body, firm or corporation you must notify us and you must: -

- (a) where a Work Seeker has been Introduced to you but not supplied by the Company, and there is an Engagement of the Work Seeker either directly by you or through another employment business, and:
  - (i) where that Work Seeker is to be Engaged in a permanent capacity and the Total Remuneration is known to the Company, either pay to the Company a fee as set out in Clause 5 above OR give the Company written notice that you will allow the Company to supply that Work Seeker to you on these terms and conditions for a minimum period of 4 weeks or such other period agreed in writing with a Director of the Company (where the work Seeker works for a minimum of 35 hours each week), or
  - (ii) where the Work Seeker is to be Engaged in a permanent capacity and the Total Remuneration is not known to the Company, or where that Work Seeker is not to be Engaged in a permanent capacity, either pay to the Company a fee equal to 200 times the Company's standard hourly rate for that category of Work Seeker OR give the Company written notice that you will allow the Company to supply that Work Seeker to you on these terms and conditions for a minimum period of 4 weeks or such other period agreed in writing with a Director of the Company (where the Work Seeker works for a minimum of 35 hours each week);
- (b) where a Work Seeker has been Introduced to you but not supplied by the Company, and there is an Engagement of the Work Seeker by a third party to whom you have Introduced the Work Seeker; and
  - (i) where the Work Seeker is to be Engaged in a permanent capacity and the Total Remuneration is known to the Company, pay to the Company a fee as set out in Clause 5;
  - (ii) where the Work Seeker is to be Engaged in a permanent capacity and the Total Remuneration is not known to the Company or where that Work Seeker is not to be Engaged in a permanent capacity, pay to the Company a fee equal to 200 times the Company's standard hourly rate for that category of Work Seeker;

- (c) where a Work Seeker has been Introduced and supplied to you by the Company and there is an Engagement of the Work Seeker either directly by you or through another employment business and:
- (i) where the Work Seeker is to be Engaged in a permanent capacity and the Total Remuneration is known to the Company, either pay to the company a fee as set out in Clause 5 above OR give the Company written notice that you will allow the Company to supply that Work Seeker to you on these terms and conditions for a minimum period of 4 weeks or such other period agreed in writing with a Director of the Company (where the Work Seeker works for a minimum of 35 hours each week);
  - (ii) where the Work Seeker is to be Engaged in a permanent capacity and the Total Remuneration is not known to the Company, or where that Work Seeker is not to be Engaged in a permanent capacity, either pay to the Company a fee equal to 200 times the Company's standard hourly rate for that category of Work Seeker OR give the Company written notice that you will allow the Company to supply that worker to you on these terms and conditions for a minimum period of 4 weeks or such other period agreed in writing with a Director of the Company (where the Work Seeker works for a minimum of 35 hours each week);
- (d) where a Work Seeker has been Introduced and supplied to you by the Company and there is an Engagement of the Work Seeker by a third party to whom you have Introduced that worker, and:
- (i) where the Work Seeker is to be Engaged in a permanent capacity by that third party and the Total Remuneration is known to the Company, pay to the Company a fee as set out in Clause 5 above; or
  - (ii) where the Work Seeker is to be Engaged in a permanent capacity and the Total Remuneration is not known to the Company or where that Work Seeker is not to be Engaged in a permanent capacity, pay to the Company a fee equal to 200 times the Company's standard hourly rate for that category of Work Seeker;  
PROVIDED ALWAYS for the purposes of clauses 13 (c) and 13 (d) above that you shall not be required to pay a fee or give the Company written notice that you wish to take an extended period of hire of that Work Seeker if the Engagement takes place after the later of 8 weeks from the end of any earlier period of supply, or 14 weeks from the start of the first period of supply. Any gap of 6 weeks or less between periods of supply shall be included within the 14 week period, but where there is a gap of more than 6 weeks between periods or supply, the start date for the 14 week period shall be the start date of the next period of supply following the said gap of more than 6 weeks.

14. Where the circumstances outlined in Clause 13(a) or (c) apply and you have notified the Company that you choose to allow the Company to supply the Work Seeker to you for a minimum period of 4 weeks or such other period agreed in writing with a Director of the Company (where the Work Seeker works for a minimum of 35 hours each week), rather than pay a fee, and where the supply of that Work Seeker does not in fact continue for the whole of that extended period and the fact that the supply did not continue for the whole of that extended period is not the fault of the Company, you shall be liable for a fee calculated in accordance with Clause 5. The Company retains its discretion to adjust the applicable fee pro rata to the actual period of supply.

15. If you breach any of these terms and conditions of business then the Company reserves the right to withdraw forthwith any Work Seeker supplied to you without any liability being incurred on the Company's part.

16. Where the temporary Work Seeker is a driver the following conditions will apply:

- (a) Temporary Work Seeker drivers are supplied by the Company on the understanding that you hold an operators licence under the Transport Act 1968 where required. The Company will as far as reasonably possible check references of the driver. Whilst where possible appropriate driving licences and driving permits will be examined by the Company you must satisfy yourself that all licences and other documentation appertaining to a driver are in order before permitting a driver to take charge of a vehicle and you are responsible for ensuring that drivers and vehicle comply with all provisions of the Transport Act 1968 and all other road transport and road traffic legislation and you must take proper steps in relation to the insurance, maintenance and safety of vehicles and legality of documents and effect all other necessary liability insurances (including Employers Liability and Third Party Risks and fully Comprehensive Insurance) for the vehicle its contents and the driver.
- (b) You accept that as user of the driver you have sole responsibility and control over the driver's duties, journeys and hours of work and all statutory duties in respect of driving licences and where appropriate tachographs. [The Company takes pride in its careful selection of drivers introduced to clients and with regard to the nature of the duties to be performed and the vehicles they are required to drive.] However the Company must emphasise that it may be impractical for it to obtain references in every case owing to the time factor and the human element involved and the Company cannot accept liability of any kind whether in contract or in tort or at all for any loss or damage to property or for any other loss (including without prejudice to the foregoing loss of profits) or for any injury to persons or third party arising directly or indirectly from any act or omission of any driver introduced by the Company even if such act or omission is negligent or fraudulent or reveals dishonesty or lack of skill on the part of the driver.

NOTE - IT IS YOUR RESPONSIBILITY TO COMPLY WITH ALL LEGAL AND STATUTORY REQUIREMENTS IN RESPECT OF THE USE AND RETURN OF TACHOGRAPHS.

#### **ALL TEMPORARY ASSIGNMENTS MINIMUM 6 HOUR CHARGE**

#### **TERMS APPLICABLE TO BOTH PERMANENT AND TEMPORARY WORK SEEKERS**

17. The Company's invoices are subject to VAT and all accounts are payable seven days from the date of the invoice. The right is reserved in respect of any invoice not paid within seven days to charge interest (without prior notification) at 8% above the base rate from time to time of Barclays Bank plc pursuant to the Late Payments of Commercial Debts (Interest) Act 1998 (or any revised rate that may come into force from time to time under this legislation) (both before and after any judgement) accruing on a daily basis on all amounts remaining outstanding from the date of the invoice until actual payment. Payment must be made without deduction or set-off. All costs charges and expenses incurred by the Company in recovering any outstanding account shall be paid by you on a full indemnity basis. Should payment become overdue the Company will be entitled to charge (in addition to interest and any legal costs ordered by the Court and without prejudice to any rights or remedies available to them) the sum of £90.00 plus VAT or 10% of the total debts whichever is the greater by way of liquidated damages and as a contribution to the administrative costs incurred together with any such other sums as may reasonably be incurred by the Company in taking steps to secure payment.

(a) If the debt is significantly overdue and the Company deems it appropriate to collect monies in person, then a one off payment of £30.00 + VAT will be charged to cover staff costs.

18. On receiving a request for a supply of a Work Seeker on a temporary assignment or the introduction of a Work Seeker for a permanent position the Company will endeavour to supply a suitable Work Seeker to you from its register. The Company however will not be responsible for the accuracy of any information supplied to you in respect of any Work Seeker. You are responsible for assessing the suitability of any Work Seeker introduced for a permanent position or for engaging that Work Seeker and taking up any reference supplied.

19. You are responsible for ensuring that you hold any necessary licences, permits and consents etc for any work a Work Seeker on a temporary basis or permanent Work Seeker is required to do and in relation to any place where that work is to be carried out.

20. You are responsible for ensuring that any Work Seeker on a temporary basis supplied by the Company has the necessary qualifications licences capability integrity and suitability for the purpose for which they are required.

21. The Company does not warrant the ability of any permanent Work Seeker or Work Seeker on a temporary assignment. Whilst the Company will endeavour to provide a Work Seeker on a temporary assignment for the period of a booking this cannot be guaranteed for all or any part of the period and no liability shall attach to the Company for the failure to supply a Work Seeker on a temporary assignment for part of or the whole of the period of a booking.

22. You are responsible for ensuring compliance with all health and safety and other legislation relating to any assignment and the supervision direction and control of any Work Seeker supplied to you. Accordingly any insurance cover should be arranged directly by yourselves. You agree that for the purpose of the Working Time Regulations 1998 all Work Seekers supplied to you are to be treated by you as if they were your employees for the purpose of those Regulations and that you will at all times fully comply with those Regulations in respect of those Work Seekers. Any duty or liability to Work Seekers arising from the Regulations shall be your sole duty and liability.

23. The Company shall not be liable for any loss injury damage costs expenses or delay howsoever caused (and whether direct, indirect or consequential) arising directly or indirectly from the introduction or supply of any permanent Work Seeker or Work Seeker on a temporary assignment and in particular without limitation to the foregoing the Company shall not be liable for any such loss injury damages costs expenses or delay arising from or in any way connected with: -

- (a) failure of a permanent Work Seeker or Work Seeker on a temporary assignment to meet your requirements;
- (b) any act or omission of a permanent Work Seeker or Work Seeker on a temporary assignment whether wilful negligent fraudulent dishonest reckless or otherwise.

Provided that nothing in these terms shall be construed as purporting to exclude or restrict any liability of the Company to you for death or personal injury resulting from its negligence as defined in the Unfair Contract Terms Act 1977.

24. The liability of the Company to you for any breach by it of these terms and conditions or for any liability in negligence or otherwise shall not (save to the extent that such results in death or personal injury) exceeds the Company's commission relating to the introduction or supply of the relevant Work Seeker. In any event the Company will not be liable in relation to any matter not reported by you in writing to the Company within 3 working days of its occurrence.

25. You shall indemnify the Company against all and any claims and liabilities howsoever arising in respect of any loss injury damage costs expenses or delays suffered or incurred by a permanent Work Seeker or Work Seeker on a Temporary Assignment howsoever caused (whether arising out of your acts omissions or otherwise) and against all and any claims made by any third party arising from your acts omissions or otherwise) and against all and any claims made by any third party arising directly or indirectly or in any way connected with the introduction or supply of a permanent Work Seeker or Work Seeker on a temporary assignment to you or the acts or omissions of any such permanent Work Seeker or Work Seeker on a temporary assignment whether wilful reckless fraudulent negligent dishonest or otherwise. You shall also indemnify the Company against all and any claims made by any Work Seeker on a temporary assignment supplied to you arising from or relating to The Working Time Regulations 1998.

26. If within fourteen weeks of you asking the Company to supply Work Seekers on temporary assignments or the introduction of permanent Work Seekers to you or within eight weeks of the completion by a Work Seeker on a temporary assignment with you or the engagement of a Work Seeker by you (whichever shall be the later) you agree to engage any person who is or was during that period an employee of the Company then you will become liable for a fee calculated in accordance with the provisions of clause 13. No rebate shall apply in respect of any such fee charged.

27. No variation of these Terms and Conditions is valid or binding unless approved in writing by a Director of the Company.

28. These Terms and Conditions shall be governed by and be construed in accordance with the law of England and Wales and you submit with the Company to the jurisdiction of the courts of England and Wales in relation to any claim or matter arising out of these Terms and Conditions.

29. These Terms and Conditions of Business are valid from 01 April 2008 and supersede all previous Terms and Conditions of Business.

Agreed by		Position	
(Signature)			
For and on behalf of		Date	