



## **TERMS AND CONDITIONS OF BUSINESS INTERIM EMPLOYMENT**

- (a) These Terms and Conditions of Business between Professional Recruitment Ltd (“the Consultancy”) and the Client are deemed to be accepted by the Client by virtue of the engagement (whether under a contract of service or a contract for services) or use of an applicant (“the Interim”) introduced by the Consultancy.
- (b) A contract for services exists between the Consultancy, the Interim and the Client with the Client being responsible for the payment of the Interim’s wages.
- (c) The Client shall also pay the Consultancy’s daily charges for all days actually worked by the Interim. The Consultancy’s charges are invoiced monthly at the rate of 25% of the Interim’s remuneration and are payable within 7 days of invoice. All invoices are subject to VAT at the prevailing rate.
- (d) The Interim is engaged to carry out the services specified by the Client and as agreed by the Consultancy. During the term of the Interim’s engagement the Interim will be subject to the rules and authority of the Client as if he were an employee of the Client.
- (e) If during engagement or within 6 months of the Interim ceasing to be engaged by the Client via the Consultancy there is made any offer resulting in the Interim directly or indirectly entering into a contract of service, a contract for services or a contract of employment with the Client, or any person or company associated with the Client, or introduced to the Interim by the Client, the Client undertakes immediately to inform the Consultancy and to pay the full amount of the introduction fee as if the Interim has been introduced to the Client as a permanent employee. The engagement would be subject to the Consultancy’s terms of business for the introduction of permanent employees and charged at the rate of 25% of annual remuneration.
- (f) The term of the engagement of the Interim may be extended by agreement between the Client and the Consultancy reserves the right to substitute another Interim at any time, with the agreement of the Client, such agreement not to be unreasonably withheld. The Consultancy shall not be liable for any failure on its part to provide an Interim in accordance with the Client’s stated requirements for all or part of the period of the assignment.
- (g) The Consultancy will endeavour that its Interim’s are efficient, honest and reliable but the Client hereby acknowledges that no warranty can be given by the Consultancy in this regard and it is the entire responsibility of the Client to ensure that the Interim is suitable for its requirement, and the Client further acknowledges that during the period of the engagement the Interim will be under the sole direction, supervision and control of the Client.
- (h) In the event that the services of the Interim prove to be unsatisfactory or otherwise fail to meet the stated requirements of the Client the Consultancy may at its discretion reduce or cancel the charge for the time worked by the Interim provided that notification (which must be confirmed in writing) is received by the Consultancy within one day of the Interim commencing duties.
- (i) The liability of the Consultancy howsoever occasioned under this Agreement shall not exceed, in aggregate, an amount equal to the monies received by the Consultancy from the Client in respect of the engagement of the Interim under this Agreement provided that this shall not be deemed to limit the liability of the Consultancy for personal injury or death caused only by the negligence of the Consultancy.
- (j) These terms cannot be varied save in writing and signed by a Director of the Consultancy.