

TERMS OF BUSINESS FOR THE SUPPLY OF LIMITED COMPANY CONSULTANCY SERVICES

1. DEFINITIONS

1.1. In these Terms of Business the following definitions apply:-

- “Assignment”** means the period during which the Consultancy is supplied by the Employment Business to render services to the Client;
- “Client”** means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 requiring the services of the Consultancy;
- “Employment Business”** means Redwood Professionals Ltd and its Trading Styles as described in Schedule 1 attached whose registered address is 12-13 Beaumont Gate, Shenley Hill, Radlett, Hertfordshire. WD7 7AR
- “Consultancy”** means the limited company introduced to the Client by the Employment Business to carry out an Assignment (and save where otherwise indicated, includes any officer, employee or representative thereof and any third party to whom the provision of consultancy services is assigned or sublet with the prior approval of the Client).
- “Engages/Engaged/Engagement”** means the engagement, employment or use of the Consultancy’s services or the services of any officer, employee or representative of the Consultancy, directly by the Client or any third party or through any other employment business on a permanent or temporary basis whether under a contract of service or for services; an agency, licence, franchise or partnership arrangement; or any other engagement
- “Introduction”** means (i) the Client’s interview of an officer, employee, or representative of the Consultancy, in person or by telephone, following the Client’s instruction to the Employment Business to supply a Consultancy or (ii) the passing to the Client of information which identifies a Consultancy and which leads to an Engagement.
- “Transfer Fee”** means the fee payable in accordance with clause 7.1(b) below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.
- “Relevant Period”** means the longer period of either 14 weeks from the ¹first day on which the Consultancy worked for the Client, or 8 weeks from the day after the Consultancy was last supplied by the Employment Business to the Client.
- “Introduction Fee”** means the fee payable in accordance with clause 7.2(b) below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.
- “Remuneration”** includes fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, and all other payments taxable, (and, where applicable, non-taxable) payable to or receivable by the Consultancy for services rendered to or on behalf of the Client.

1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3. The headings contained in these Terms are for convenience only and do not affect their interpretation.

¹ The ‘first day’ will be the first occasion on which a Consultancy is supplied to work for the Client or the first day of an assignment where there has been more than 42 days since the end of any previous assignment

2. THE CONTRACT

- 2.1. These Terms constitute the contract between the Employment Business and the Client for the supply of the Consultancy's services and are deemed to be accepted by the Client by virtue of its request for, interview with or Engagement of a Consultancy or the passing of any information about the Consultancy 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 the Employment Business, 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 the Employment Business 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.

3. INFORMATION TO BE PROVIDED

- 3.1. When making an Introduction of a Consultancy to the Client the Employment Business shall inform the Client of the identity of the Consultancy and the person to be supplied to do the work; and confirm that the Consultancy and the person to be supplied to do the work has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment.
- 3.2. 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 Consultancy is being proposed for an Assignment in the same position as one in which the Consultancy had previously been supplied within the previous five business days and such information has already been given to the Client.

4. CHARGES

- 4.1. The Client agrees to pay the hourly charges of the Employment Business. The charges are calculated according to the number of hours worked by the Consultancy (to the nearest quarter hour). The charges comprise mainly the Consultancy's fee but also include the Employment Business's commission calculated as a percentage of the Consultancy's fee, 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. The standard commission rate is 20% of the Consultancy's hourly rate. VAT, if applicable, is payable on the entirety of these charges. VAT is payable on the Employment Business's commission in accordance with "HMCE Business Brief 10/04"
- 4.2. The charges are invoiced to the Client on a weekly basis and are payable within 14 days of date of invoice. The Employment Business will charge interest on any overdue amounts at the rate of 6.5% per annum above the base rate from time to time of Lloyds TSB Bank from the due date until the date of payment.
- 4.3. Where the Client requests copies of invoices or timesheets a fee of £5 per invoice or timesheet will be charged.
- 4.4. There are no rebates payable in respect of the charges of the Employment Business.

5. VERIFICATION OF EXECUTION OF THE SERVICES

- 5.1. At the end of each week of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than one week or is completed or finished before the end of a week, the Client shall verify the execution of the services provided by the Consultancy by signature of a form provided to the Consultancy for this purpose.
- 5.2. Verification of the execution of the services by the Client constitutes acceptance that the Consultancy's services have been provided satisfactorily and in accordance with these Terms. If the Client is unable to verify execution of the services provided by the Consultancy because the Client disputes the hours claimed, the Client shall inform the Employment Business as soon as is reasonably practicable and shall co-operate fully and in a timely fashion with the Employment Business to enable the Employment Business to establish what hours, if any, were worked by the Consultancy. Failure to verify execution in writing does not affect the Client's obligation to pay the charges in respect of the work done.

6. REMUNERATION

6.1. The Employment Business is responsible for paying the Consultancy's fees and for deducting any sums as may be required by law.

7A. TRANSFER AND INTRODUCTION FEES RELATING TO CONSULTANCIES WORKING WITHIN THE CONDUCT REGULATIONS 2003 (the EAA)

7.1 Transfer fees where a consultancy has been supplied

7.1.1 In the event of the Engagement of a Consultancy supplied by the Employment Business either (1) directly by the Client or (2) by the Client pursuant to being supplied by another employment business, within the Relevant Period the Client shall be liable, to either:

- a) Subject to electing to give 7 days' notice, an extended period of hire of the Consultancy during which the Employment Business shall be entitled to the charges set out in clause 4.1 above for each hour the Consultancy is so employed or supplied; or
- b) A Transfer Fee calculated as follows: a % of the Remuneration applicable during the first 12 months of the Engagement according to the fees set out in Schedule 2 attached, or, if the actual Remuneration is not known, the charges referred to in clause 4.1 multiplied by 300 the hourly charge rate. 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.

7.1.2 If the client does not give 7 days' notice before the Consultancy is Engaged the parties agree that the Transfer Fee shall be due.

7.2 Introduction fees where a consultancy is introduced but not supplied

7.2.1 In the event that there is an Introduction of a Consultancy to the Client which does not result in the supply of that Consultancy by the Employment Business to the Client, but which leads to an Engagement of the Consultancy by the Client either directly or pursuant to being supplied by another employment business the Client shall be liable, to either:

- a) Subject to electing to give 7 days' notice, an extended period of hire of the Consultancy during which the Employment Business shall be entitled to the charges set out in clause 4.1 above for each hour the Consultancy is so employed or supplied; or
- b) A Transfer Fee calculated as follows: a % of the Remuneration applicable during the first 12 months of the Engagement according to the fees set out in Schedule 2 attached, or, if the actual Remuneration is not known, the charges referred to in clause 4.1 multiplied by 300 the hourly charge rate. 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.

7.2.2 If the client does not give 7 days' notice before the Consultancy is Engaged the parties agree that the Transfer Fee shall be due.

7.3 In the event that the Engagement of the Consultancy is for a fixed term of less than 12 months, the fee in clause 7.1(b) or 7.2(b) will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Consultancy 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.

7.4 In the event that the Consultancy is introduced by the Client to a third party with whom the Consultancy takes up employment within the Relevant Period the Client shall be liable to pay a transfer fee calculated as follows: a % of the Remuneration applicable during the first 12 months of the Engagement according to the fees set out in Schedule 2 attached, or, if the actual Remuneration is not known, the charges referred to in clause 4.1 multiplied by 300 the hourly charge rate. 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.

7B RE-ENGAGEMENT FEES RELATING TO CONSULTANCIES WHO HAVE OPTED OUT OF THE CONDUCT REGULATIONS 2003 (the EAA)

The direct Engagement by a Client of a Consultancy or any of its staff introduced by the Employment Business, or the Introduction by the Client of a Consultancy to any third party resulting in an Engagement renders the Client subject to the payment of an introduction fee calculated in accordance with fees set out in Schedule 2 attached provided that the Engagement takes place within a period of 6 months from the termination of the Assignment under which the Consultancy was supplied, or if there was no Assignment, within 6 months of the Introduction of the Consultancy by the Employment Business.

Where the Client fails to inform the Employment Business of the fee or annual remuneration payable to the Consultancy, the introduction fee will be calculated by multiplying the weekly/monthly charge of the Employment Business for the Consultancy's services by 300. 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.

8. LIABILITY

- 8.1. Whilst every effort is made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from the Consultancy and to provide the same in accordance with the Assignment details provided by the Client, no liability is accepted by the Employment Business for any loss, expense, damage, costs or delay arising from the failure to provide a Consultancy for completion of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Consultancy or if the Consultancy terminates the Assignment for any reason. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.
- 8.2. For the avoidance of doubt, neither the Consultancy, nor its Staff, are under the supervision or control of the Employment Business. 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 Consultancy. Where the services are performed on the Client's premises the Client shall indemnify the Employment Business against any costs, claims, damages and expenses incurred by the Employment Business as a result of any breach of these Terms by the Client.
- 8.3. The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Consultancy and about any requirements imposed by law or by any professional body, which must be satisfied if the Consultancy is to fill the Assignment.
- 8.4. The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Consultancy for the Consultancy to fill the Assignment.

9. SPECIAL SITUATIONS

- 9.1. Where the Consultancy or the person supplied to do the work 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 Employment Business will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Consultancy or the person supplied to do the work, two references from persons not related to the Consultancy or the person supplied to do the work 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 Consultancy or the person supplied to do the work is suitable for the Assignment. If the Employment Business 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.

10. TERMINATION OF THE ASSIGNMENT

- 10.1. The Client may terminate the Assignment by giving to the Employment Business the notice specified in the written confirmation.
- 10.2. Notwithstanding the provisions of sub-clause 9.1 the Client may terminate the Assignment forthwith by notice in writing to the Employment Business where:
 - 10.2.1. the Consultancy has acted in breach of any statutory or other reasonable rules and regulations applicable to them while performing the services;

- 10.2.2 the Client reasonably believes that the Consultancy has not observed any condition of confidentiality applicable to the Consultancy from time to time; or
- 10.2.3 for any reason the Consultancy proves unsatisfactory to the Client.

10.3 The Employment Business may terminate an Assignment forthwith by notice in writing: -

- 10.3.1 if the Client is in wilful or persistent breach of its obligations under these Terms; or
- 10.3.2 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).

10.4 The Employment Business shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Consultancy supplied to the Client is unsuitable for the Assignment and shall terminate the Assignment under the provisions of clause 10.3.

11 LAW

11.2 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 and on behalf of **Redwood Professionals Ltd**

Signature_____ Print Name_____

Position_____ Date_____

Acceptance of the above Temporary Terms of Business. Signed for and on behalf of the Client

Signature_____ Print Name_____

Position_____ Date_____

Company Name _____

Company Registration Number _____

Registered Office Address _____

NB: Following their receipt, the Client will be deemed to have accepted these Terms of Business, even where a signed copy is not returned, by requesting or accepting candidate introductions, conducting any form of interview or offering work of any type to a candidate introduced by the Employment Business.

SCHEDULE 1: TRADING STYLES

The following are trading styles of Redwood Professionals Ltd and these terms of business will apply to placements made by any of the following:

PRS Executive Search
Redwood Building Services
Redwood Construction
Redwood Education
Redwood Engineering Recruitment
Redwood IT Professionals
Redwood Publishing Recruitment
Redwood Sales Professionals
Redwood Safety Professionals
Redwood Steel Services

The registered office of Redwood Professionals Ltd and its trading styles is 12-13 Beaumont Gate, Shenley Hill, RADLETT, Hertfordshire. WD7 7AR. Registered in England & Wales, Company Registration: 2525196

SCHEDULE 2: FEE STRUCTURE

The fees the Agency will charge the Client for the introduction of an applicant are calculated as set out in the following scales of fees on the gross remuneration which the Applicant is entitled to earn during the first 12 months of their Engagement by the Client. Remuneration includes all salary, guaranteed payments, company car (add nominal £3500 to basic salary) and other taxable emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the client. VAT will be charged in addition to the fee.

Up to £24,999 pa	20.0%
£25,000 – 34,999 pa	22.5%
£35,000 pa and above	25.0%

Health & Safety Questionnaire

It is a requirement of the Employment Agencies Act 1976, Conduct of Employment Businesses Regulations 2003 (amended 2008) and the DTI that we ask all Clients to provide us with details of Health & Safety related to their site (Regulations 18c). To ensure the welfare of our Candidates whilst working on client site we require that all our Clients comply with current Health & Safety legislation.

Please complete the questionnaire below and provide copies of any relevant documentation. If you have any queries regarding completing the questionnaire, please contact Julia Pyburn, Assistant Company Secretary on 01923 851210.

Please would you provide us with copies of all relevant documentation.

	YES	NO
Health & Safety Policy		
Public & Employers liability certificates		

Please also complete the following Health & Safety Questionnaire:

	YES	NO
1. Do you have any Site specific Health & Safety Risks		
2. Are you aware of any other potential Health & Safety risks that candidates supplied by Redwood Professionals Ltd may be exposed to during the course of their work?		
3. Have all relevant risk assessments been carried out?		
4. Will you ensure that all candidates supplied or introduced by Redwood Professionals Ltd receive Health & Safety inductions?		
5. Who in your Company is responsible for Health & Safety? Name _____ Position _____		

Company Name: _____

Address: _____

Signed: _____ Name: _____

Position: _____ Date: _____

Please return the completed form together with a copy of your Health & Safety Policy statement and any relevant documentation to:

Julia Pyburn
Redwood Professionals Ltd, 12-13 Beaumont Gate, Shenley Hill, Radlett, Herts., WD7 7AR
or email to julia.pyburn@redwood-grp.com