



Terms of Engagement

E3 Recruitment

T 01484 645 269
F 01484 500 385
E info@e3recruitment.com
W www.e3recruitment.com

TERMS OF ENGAGEMENT OF LIMITED COMPANY CONTRACTORS FOR SUPPLY TO CLIENTS

Between [E3 Recruitment Limited]

and

Limited

1. DEFINITIONS

1.1 In these Terms of Engagement ("Terms") the following definitions apply:

"Assignment"	means the period during which the Contractor is engaged by the Company 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 Acts requiring the services of the Contractor;
"Client"	means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Acts requiring the services of the Contractor;
"Company"	means E3 Recruitment Limited;
"Contractor"	means the Limited Company engaged by the Company to provide the services of its employees, officers or representatives to the Client;
"Relevant Period"	means during an Assignment or the later of either 14 weeks from the first day* on which the Agency Worker is supplied by the Agency to work for the Client, or 8 weeks from the day after the Agency Worker is last supplied by the Agency to the Client; (*the first day of the first occasion of supply or the first day of any subsequent Assignment if more than 42 days since the end of the previous Assignment.)
"Staff"	means employees, officers or representatives of the Contractor;
"AWR"	means the Agency Workers' Regulations 2010.

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

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

2. CONTRACT

2.1 These Terms constitute a contract for services between the Company and the Contractor upon being signed on behalf of the Contractor and they govern all Assignments undertaken by the Contractor. However no contract shall exist between the Company and the Contractor between Assignments.

2.2 For the avoidance of doubt these Terms shall not be construed as a contract between any individual supplied or any representative of the Contractor and the Company and/or the Client and any and all liabilities of an employer arising out of any and all Assignments shall be liabilities of Contractor.

2.3 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between the Company and the Contractor and are set out in writing and a copy of the varied terms given to the Contractor stating the date on or after which such varied terms shall apply.

2.4 The Contractor agrees to notify the Company in writing of its work history and/or the work history of the Staff for the 2 weeks or earliest period prior to the commencement of this contract and hereby warrants the accuracy of any such information provided.

2.5 The Contractor is not obliged to provide the services of a named individual in respect of the Assignment and may provide a substitute to perform the services. The Contractor acknowledges that the Client has the right to refuse the substitute if in the reasonable view of the Client, the substitutes have insufficient qualifications and expertise to carry out the work. It is also agreed that the Contractor will remain liable for all acts and/or omissions of any substitute(s) provided.

3. ASSIGNMENTS

3.1 The Company will endeavour to obtain suitable Assignments for the Contractor to work in the categories applied for. The Contractor shall not be obliged to accept an Assignment offered by the Company.

3.2 The Contractor acknowledges the nature of temporary work means there may be periods when no suitable work is available and agrees: that suitability shall be determined solely by the Company; that the Company shall incur no liability to the Contractor should it fail to offer opportunities to work in the category applied for and/or in any other category; and that no contract shall exist between the Contractor and the Company during periods when the Contractor is not working on an Assignment.

3.3 When an Assignment is offered to the Contractor, the Company shall inform the Contractor of the identity of the Client and, if applicable, the nature of their business; the date that work is to commence and the duration or likely duration of the work; the type of work; the location and hours during which the Contractor or its Staff is required to work; the rate of remuneration that will be paid and pay intervals and any expenses payable by or to the Contractor; the notice period (if any); any risks to health and safety known to the Client in relation to the Assignment and steps the Client has taken to prevent or control such risks, and any and all entitlements which the Contractor and/or the Staff has or may have pursuant to Regulations 5, 6, 12 and 13 of the AWR. In addition the Company shall inform the Contractor what experience, training, qualifications and any authorisation required by law or a professional body the Client considers necessary or which are required by law to work on the Assignment.

3.4 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 Public or bank holidays) following, save where the Contractor is being offered an Assignment in the same position as one in which the Contractor has been supplied in the previous 5 business days and such information has already been given to the Contractor.

3.5 If, before the first Assignment, during the course of an Assignment or within the Relevant Period, the Client wishes to employ or engage the Contractor directly or through another employment business, the Contractor acknowledges that the Company will be entitled either to charge the Client a fee or to agree an extension of the hiring period with the Client, at the end of which the Contractor may be employed or engaged directly by the Client or through another employment business without further charge to the Client. In addition the Company will be entitled to charge a fee to the Client if the Client introduces the Contractor to a third party who

4. TIME SHEETS

4.1 At the end of each calendar month or other agreed shorter period of an Assignment the Contractor shall deliver to the Company by 10.00am on the first working day thereafter the Company's time sheet duly completed to indicate the number of hours worked by the Contractor during the preceding period signed by an authorised representative of the Client. The time sheet must be accompanied by an invoice from the Contractor for the amount due from the Company to the Contractor for hours worked in the period. Such invoice should bear the Contractor's name, company registration number, company registered office address, name or names of Staff carrying out the Assignment, VAT number (if applicable), and should state any VAT due on the invoice.

4.2 Subject to clause 4.3 the Company shall pay the Contractor for all hours worked regardless of whether the Company has received payment from the Client for those hours.

4.3 Where the Contractor fails to submit a properly authenticated time sheet the Company shall, in a timely fashion, conduct further investigations into the hours claimed by the Contractor and the reasons why the Client has refused to sign time a time sheet for those hours. This may delay payment due to the Contractor. The Company shall make no payment to the Contractor for hours not worked.

5. PAYMENT

5.1 Subject to any rights or entitlements pursuant to the AWR the Contractor will receive payment from the Company in respect of its Staff calculated at the National Minimum Wage or National Living Wage hourly rate or at any higher rate the Company reasonably expects to achieve for all hours worked. The actual rate will be notified on a per Assignment basis, for each hour worked during an Assignment (to the nearest minute) to be paid in arrears at intervals notified when an Assignment is offered to the Contractor, plus VAT where appropriate.

5.2 Subject to any prior written agreement between the parties to the contrary, the Contractor shall not be entitled to receive payment from either the Company or the Client for time not spent on an Assignment whether in respect of holidays, illness or absence for any other reason.

5.3 All payments will be made to the Contractor and the Contractor shall be responsible for any and all PAYE Income tax and National Insurance contributions and any other taxes and deductions payable in relation to the Staff for any and all Assignments.

6. LIABILITY

6.1 The Contractor shall be liable for any loss, damage or injury to any party resulting from negligent acts or omissions of the Staff during an Assignment.

6.2 The Contractor shall ensure the provision of Public Liability Insurance £2m minimum indemnity, Employer's Liability Insurance and any other suitable policies of insurance in respect of the Contractor and its Staff in respect of every Assignment and shall make copies of the policies available to the Company upon request.

6.3 The Contractor shall indemnify the Company in respect of any liability between it, its Staff and the Company in respect of any tax liability specifically but not exhaustively, related to current IR35 tax avoidance legislation.

7. CONTRACTOR'S OBLIGATIONS

7.1 The Contractor agrees on its own part and on behalf of its Staff as follows:

7.1.1 Not to engage in any conduct detrimental to interests of the Company or the Client which includes any conduct tending to bring the Company or the Client into disrepute or which results in loss of custom or business;

7.1.2 To be present during the times or total number of hours during each day and/or week of an Assignment as may be agreed with the Company or the Client;

7.1.3 To take all reasonable steps to safeguard the safety of the Staff and the safety of any other person affected by its actions on an Assignment;

7.1.4 To comply with all statutory obligations and codes of practice to which the Contractor is subject in respect of its Staff including but not limited to the Working Time Regulations 1998;

7.1.5 To comply with any rules or obligations in force at premises where the services are performed during Assignments to the extent they are reasonably applicable;

7.1.6 Neither the Company nor the Client shall seek to or exercise any supervision, direction and/or control over the Contractor or its Staff in the manner or execution of the Assignment.

7.1.7 To furnish the Company with any progress reports as may be requested from time to time;

7.1.8 Not to use telephone, fax or computer systems belonging to the Client for personal gain or benefit;

7.1.9 Not to sub-contract to any third party any services which it is required to perform under any Assignment without the prior written consent of the Company;

7.1.10 To notify the Company forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition;

7.1.11 To comply with all requirements of VAT legislation and the Companies Acts; and

7.1.12 To notify the Company if, either before or during the course of an Assignment, the Contractor becomes aware of any reason why the Staff may not be suitable for the Assignment.

8. ACKNOWLEDGEMENT

8.1 The Contractor acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by the Contractor and its Staff for the Client during an Assignment shall belong to the Client. Accordingly the Contractor shall (and shall procure any relevant member of its Staff to) execute all such documents and do all such acts as the Company shall from time to time require in order to give effect to its rights pursuant to this clause.

E3 Recruitment Ltd

Heritage Exchange, Wellington Mills, 70 Plover Road, Lindley, Huddersfield, HD3 3HR

Registration No 8432579



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9. COMPUTER EQUIPMENT WARRANTY

9.1 The Contractor shall ensure any computer equipment and associated software which it provides to its Staff for purpose of providing the services contains anti-virus protection with the latest released upgrade from time to time.

10. CONFIDENTIALITY

10.1 Confidentiality:

Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs except as permitted at (b) below:

- (a) No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement
 - (b) All information relating to a Temporary Worker is confidential and subject to the obligations in clause (a) and is provided solely for the purpose of providing work-finding services to the Client. Such information must not be used for any other purpose nor divulged to any third party and the Client undertakes to abide by the provisions of clause (a) in receiving and processing the data at all times.
- Each party may disclose the other party's confidential information: to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under the agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with clause a and as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.2 In order to protect the confidentiality and trade secrets of the Client and the Company and without prejudice to every other duty to keep secret all information given to it or gained in confidence, the Contractor agrees on its own part and on behalf of its Staff as follows:
- 10.2.1 Not at any time whether during or after an Assignment (unless expressly so authorised by the Client or the Company as a necessary part of the performance of its duties) to disclose to any person or to make use of any trade secrets or confidential information of the Client;
- 10.2.2 To deliver up to the Client or the Company (as directed) at the end of each Assignment all documents and other materials belonging to the Client (and all copies) which are in its possession including documents and other materials created by its Staff during Assignments;
- 10.2.3 Not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Client or the Company as appropriate;
- 10.2.4 Not at any time to remove from Client premises any items, information or materials belonging to the Client except with express written permission of the Client;
- 10.2.5 Not at any time to disclose to the Client or induce the Client to use any confidential information or materials belonging to others; and
- 10.2.6 To comply fully with all Client requirements relating to security including (but not limited to) confidential information belonging to the Client, howsoever it be created or wheresoever it be.

11. DATA PROTECTION

- 11.1 All information relating to an individual is subject to the "Data Protection Legislation" (which shall mean all applicable data protection and privacy legislation, regulations and guidance including, without limitation the Data Protection Act 1998, the GDPR (Regulation (EU) 2016/679) (as amended or re-enacted from time to time and including any replacement or subordinate legislation). Terms in this Agreement shall, so far as the context permits and unless otherwise stated, have the meanings given to them in the Data Protection Legislation). Both parties shall (and shall procure that any of its directors, officers, employees and any permitted agents, licensees and contractors) comply with all applicable obligations and requirements under the Data Protection Legislation. Each party will ensure that it has in place appropriate administrative, organisational, technical, training and contractual measures to ensure compliance with the requirements of the Data Protection Legislation and in particular the security of the personal data (and to guard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data). Both parties will cooperate in relation to personal data and the Data Protection Legislation, including in relation to any complaint, request, breach, audit (and shall maintain a record of any processing and retain and make available all information required to demonstrate compliance with the Data Protection Legislation). Each party shall notify the other immediately if it becomes aware of or reasonably suspects a breach of this clause. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 11.2 Without prejudice to the generality of the foregoing, the parties will ensure that they have the legal basis and all necessary appropriate consents (if any) and notices in place to enable lawful transfer and processing of personal data to the other in accordance with the Data Protection Legislation for the duration and purposes of these Terms. The Contractor warrants that it will provide a copy of the Company's privacy notice to its Staff.

12. TERMINATION

- 12.1 An Assignment may be terminated by either the Company or the Contractor giving the other party the notice as specified when an Assignment is offered to Contractor.
- 12.2 Notwithstanding clauses 11.1 and 11.5 of these Terms, where required by the Client the Company may without notice and without liability instruct the Contractor to cease work on an Assignment at any time, where:
- 12.2.1 the Contractor has acted in breach of rules and regulations applicable to the Client's own staff;
 - 12.2.2 the Client reasonably believes that the Contractor has not observed any condition of confidentiality applicable to the Contractor from time to time;
 - 12.2.3 if for any reason the Contractor proves unsatisfactory to the Client; or
 - 12.2.4 the Contractor becomes insolvent, dissolved or subject to a winding up petition.
- 12.3 Failure by the Contractor to give notice of termination as notified when an Assignment is offered shall constitute a breach of contract and shall entitle the Company to claim damages from the Contractor for any resulting loss suffered by the Company.
- 12.4 If Staff are unable for any reason to work an Assignment the Contractor should inform the Company by no later than 10.00am on the first day of absence to enable alternative arrangements to be made.
- 12.5 The Contractor acknowledges that the continuation of an Assignment is subject to and conditional upon continuation of the contract entered into between the Company and the Client. If the contract between the Company and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability to the Contractor.

13. RELATIONSHIP BETWEEN THE COMPANY AND THE CONTRACTOR

- 13.1 The Contractor acknowledges to the Company that its services are supplied to the Company as an independent contractor and accordingly responsibility for complying with all statutory and legal requirements relating to its Staff (including payment of taxation) shall fall upon and be discharged wholly and exclusively by the Contractor. If any person should seek to establish any liability or obligation upon the Company on grounds that the Staff are employees of the Company, the Contractor shall upon demand indemnify the Company and keep it indemnified in respect of any such liability or obligation and any related costs, expenses or other losses which the Company shall incur.

14. NOTICES

- 14.1 All notices required to be given hereunder shall be in writing and shall be sent to the registered office from time to time of the party upon whom notice is to be served. Any such notice may be delivered personally or by first class prepaid post or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting and if by facsimile transmission when dispatched.

15. LAW

- 15.1 These Terms are governed by the laws of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

Signed on behalf of the Contractor by Director or authorised signatory

Date: