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BUILDING SERVICES - BUILDING SURVEYING - CIVIL/STRUCTURAL - CONSTRUCTION - ENGINEERING - OIL & GAS - PROPERTY - PQS

T.E.D. (Recruitment) Limited - Our Terms of Business

Permanent Staff

1. These Terms and Conditions of Business are between T.E.D. (Recruitment) Limited and / or any subsidiaries or associates (or names) hereinafter called the Company and the Client Employers named on the form of Introduction hereinafter called the Client.
2. The interviewing of an applicant introduced by the Company will be deemed an acceptance by the Client of the Terms and Conditions set out herein.
3. The Client agrees: a) to notify the Company immediately an engagement is accepted, and b) to pay the fee of the Company within seven days of the commencement of the engagement (unless otherwise agreed).
4. The fee payable to the Company by the Client for the introduction of an applicant is in accordance with the scale fees as advised.
5. In the event of an employee's leaving the Client employ within 13 weeks of commencement, the placement fee will be refunded in the same proportion as the unworked period has to 13 weeks provided that the Company is notified in writing within seven days of termination of employment.
6. If any invoices are not paid by the Client to the Company in full within seven days of the invoice date the Company reserves the right to charge interest as follows: 5% over the Lloyds TSB Bank plc base rate at the time of the date of invoice.
7. Introductions are confidential. The passing on of, and introduction to another employer which results in an engagement renders the Client liable to payment of the Company's fee as set out in Paragraph Four.
8. In the event that the Client is put into Receivership or Liquidation or Bankruptcy before the Company's fee is paid and passes on the applicant/employee to another Client or to a Client which buys out or takes over the original Client which results in an engagement or continuation or employment, this renders the subsequent Client liable to payment of the Company's fee as set out in Paragraph Four.
9. Full fees will be charged for any employee engaged as a consequence of or resulting from an application to the Company even though the introduction is made indirectly in the case of a Contract Worker who is currently working at / for the Client and who then applies for a permanent position from either an internal or external advertisement and is subsequently employed by the Client on either a permanent or contract basis.
10. The Company agrees to make every reasonable effort to ensure the suitability of applicants on behalf of clients but cannot accept responsibility for any loss, expense, damage or delay, however occasioned, and the Client agrees to take up references, obtain work permits and satisfy any medical requirements or qualifications as are required by law.

Overseas

1. Terms and Conditions of Business please see Paragraphs One to Ten as seen under Permanent Staff with the addition of :
2. The fee payable to the Company by the Client for the introduction of an applicant to work overseas is in accordance with the scale fees as advised. The fees are calculated as a percentage of the annual salary as paid to the employee at their overseas location. The fee is to be paid to the Company in £ Sterling.

T.E.D. (Recruitment) Limited - Our Terms of Business... continued

Contract Staff

These Terms and Conditions will apply to and govern all contracts for Works to be performed for the Client by Sub-contractors engaged by the Company.

Unless previously accepted otherwise, the allocation of work by a Client to a Sub-contractor engaged by the Company will be deemed acceptance by that Client of these terms and conditions.

No variation of these terms and conditions shall be effective unless agreed in writing and signed by a Director or the General Manager of the Company.

1) Definitions

- a) "The Company" shall mean T.E.D. (Recruitment) Limited
- b) "The Client" shall mean yourselves
- c) "The Rates" shall mean the Rates at which fees will be payable to the Company in respect of those classes of Sub-Contractor as are specified on front of the Confirmation Order issued at the time of engagement or as agreed between The Company and the Client at the time of booking on the telephone. The Rates are calculated on the reasonable expectation that the Sub-contractor will complete the Works within the period for completion reasonably estimated by the Client. In the event that the cost to the Company of engaging the Sub-contractor's services shall be increased at any time during the continuance of the Works by reason of the introduction, imposition or variation of any National Insurance or other social security contribution or of any tax, levy or other governmental impost payable or becoming payable by the Company the Rates shall be increased by any part of such contribution, tax, levy or impost. The calculation of the increases for hourly rates shall be made by dividing the weekly statutory increase by the Client's standard working week
- d) "The Sub-contractor" shall mean any limited company or individual which is engaged by the Company to carry out Works for the Client.
- e) "The Works" shall mean the work from time to time allocated to the Sub-contractor by the Client.

2) The Sub-Contractor's Services

The Company does not warrant the technical or professional competence of the Sub-contractor and the Client will satisfy itself as to the competence of the Sub-contractor before allocating work to it. The Client will be solely responsible for allocating work to the Sub-contractor and for supervising the execution of the Works by the Sub-contractor. The Company shall not be liable to the Client in any manner whatsoever for any claim, loss, damage, cost or expense incurred by the Client or arising otherwise in connection with any act, omission, or neglect on the part of the Sub-contractor in executing the Works.

3) The Payment of Fees

The Company will be solely responsible for the payment of all fees and expenses to the Sub-contractor. The Company will submit invoices on a weekly basis for the fees (calculated at the Rates) and expenses payable by the Client in respect of the Works. In order to assist the Company in preparing such invoices the Client will supply the Company with such written information as the Company may from time to time request relating to the execution of the Works. All accounts rendered by the Company must be settled within seven days (unless otherwise agreed). All signed timesheets whether it be a Company timesheet, Client timesheet or timesheet signed in lieu of a Client timesheet in the case of a site based Sub-Contractor agrees to full payment by the Company to the Sub-Contractor and by the Client to the Company for all hours as performed by the Sub-Contractor. Signing of any such timesheet or even letterhead in lieu agrees to full payment by the Client to the Company.

4) Expenses

The Client will be responsible for the payment to the Company of those travelling and other expenses incurred by the Sub-contractor as shall have been previously approved either verbally or in writing with the Company.

5) Health and Safety at Work

The Client will at all times discharge all statutory and common law duties which the Client may from time to time owe to, or to which the Client may from time to time be subject in respect of the safety, health and protection from injury of the persons and property of employees of the Sub-contractor engaged on the Works and the Client will at all times indemnify the Company and hold the Company indemnified against all claims, loss, damage, cost incurred by the Company or arising otherwise in connection with any breach of any such duty.

T.E.D. (Recruitment) Limited - Our Terms of Business... continued

6) Use of Motor Vehicles

The Client shall not cause or permit the Sub-contractor of any of its employees engaged on the Works to use any motor vehicle for any business purposes in connection with Works unless the Client has previously been satisfied that adequate third party insurance cover is in force in respect of such user. The Client will at all times keep the Company indemnified against any liability (whether in respect of any insured risk or otherwise) in connection with use of any motor vehicles for any business purposes connected with the Works.

7) Termination

- a) If the Works shall not be performed with that degree of technical and professional skill as was reasonably anticipated by the Client in agreeing the Rates, or if any employee of the Sub-contractor engaged on the Works shall be guilty of any criminal act, gross default or other misconduct in connection with or affecting the Works, then the Client may give notice to the Company terminating the use of the Sub-contractor's services forthwith.
- b) Subject to paragraph (a), above, the Client or the Company may terminate any contract relating to the provision of the Sub-contractor's services at any time by giving to the other not less than seven days notice before noon on Monday of such termination.
- c) Upon any such termination as aforesaid, the Client shall be liable to the Company for any fees and expenses payable hereunder up to the termination.

8) Other Fees

In the event of the Client engaging directly or indirectly the services of any Sub-contractor or Temporary Worker within a period of 6 months from the date of which works were last performed by such Sub-contractor or Temporary Worker for the Client the Client shall pay the Company a fee based on the prevailing charges at the time of commencement. No refund is available for such placements where the ability of the worker is already proven.

9) Value Added Tax

The Rates and all other fees mentioned herein are quoted exclusive of Value Added Tax unless expressly stated to the contrary.

10) Relationship between the Parties

Nothing herein contained shall constitute the relationship of Master and Servant or any partnership between the Client and the Company or the Client and the Sub-contractor or any of its employees who are engaged on the works.

11) Additional Terms

Notice should be taken of numbers 6, 7 and 8 in the section marked **Permanent Staff** as these terms are also applicable for **Contract Staff**.

12) Insurance

The Client agrees that any Sub-contractor hired from the Company will be fully covered by the Client's own professional indemnity insurance.