

TERMS AND CONDITIONS OF BUSINESS – June 2014

The following Terms and Conditions of Business are in accordance with the Employment Agency Act and we would draw your attention to the following:

Under this Act when QUBE Recruitment is supplying staff to be directly employed by the Client then Qube Recruitment is acting as an Employment Agency. Under this Act when QUBE Recruitment is supplying temporary staff to be paid by QUBE then QUBE is acting as an Employment Business.

DEFINITIONS

In these Terms of Business the following definitions apply

“Candidate”

means the person introduced by the Agency to the Client for an Engagement including any officer or employee of the Candidate if the Candidate is a limited company and member s of the Agency's own staff; or the individual who is introduced 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 to which the Candidate is supplied or introduced

“QUBE Recruitment”

means QUBE Recruitment and/or any subsidiaries or associates or licensees.

“Engages/Engaged/Engagement”

means the engagement, employment or use of the Candidate 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; under an agency, licence, franchise or partnership agreement; or any other engagement; directly or through a limited company of which the Candidate is an officer or employee.

“Introduction”

means (i) the Client's interview of a Candidate in person or by telephone, following the Client's instruction to QUBE Recruitment to search for or supply a Candidate; or (ii) the passing to the Client of a curriculum vitæ or information which identifies the Candidate, and is proceeded with as a primary introduction; and which leads to an Engagement of that Candidate within the time limits specified

“Remuneration”

includes base salary or fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Candidate for services rendered to or on behalf of the Client or any third party. Where the Client provides a company car, a notional amount of £1000 will be added to the salary in order to calculate QUBE Recruitment's fee.

“Assignment”

means the period during which the Candidate is supplied to render services to the Client;

“Transfer Fee”

means the fee payable in accordance with clause E.1 below and Regulation 10 of the conduct

of Employment Agencies and Employment Businesses regulations 2003.

“Introduction Fee”

means the fee payable in accordance with clause E.2 below and Regulation 10 of the conduct

of Employment Agencies and Employment Businesses Regulations 2003.

Unless the context requires otherwise, references to the singular include the plural.

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

THE CONTRACT

These Terms constitute the contract between QUBE Recruitment and the Client and are deemed to be accepted by the Client by virtue of its request for temporary staff, or an interview with or engagement of the Candidate or an Introduction to, or the Engagement of a Candidate or the passing of any information about the Candidate to any third party following an Introduction.

- 1.1. These Terms constitute the contract between the Employment Business and the Client for the supply of the Temporary Worker's services by the Employment Business to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or Engagement of the Temporary Worker or the passing of any information about the Temporary Worker to any third party following an Introduction.

These terms contain the entire agreement between the parties and unless otherwise agreed in writing by a *director* of QUBE Recruitment, these Terms of Business prevail over any other terms of business or purchase conditions put forward by the Client.

No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between QUBE Recruitment 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.

A. CLIENT TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT OR CONTRACT STAFF TO BE DIRECTLY EMPLOYED BY THE CLIENT 1 NOTIFICATION AND FEES

1.1. The Client agrees:

- a) To notify QUBE Recruitment immediately of any offer of an Engagement which it makes to the Candidate;
- b) QUBE Recruitment have taken all such steps, as are reasonably practicable, to ensure that the introduction of a work-seeker is the primary introduction to the client, and is not duplicated in any way. If you have received any introduction from any other source, please advise QUBE Recruitment, in writing, immediately by return. If notification is not received from the client, we shall continue on the basis that QUBE Recruitment's is the primary introduction of each applicant and QUBE Recruitment's standard terms of business apply.
- c) To notify QUBE Recruitment immediately that its offer of an Engagement to the Candidate has been accepted and to provide details of the Gross Remuneration to QUBE Recruitment; and
- d) To pay QUBE Recruitment's fee within 28 days of the date of invoice.

- 1.2. Except in the circumstances set out in clause 1.5 below, no fee is incurred by the Client until the Candidate commences the Engagement when QUBE Recruitment will render an invoice to the Client for its fees.

- 1.3. QUBE Recruitment reserves the right to charge interest on invoiced mounts unpaid for more than 28 days at the rate of 4% per annum above the base rate from time to time of National Westminster Bank from the due date until the date of payment.

- 1.4 The fee payable to QUBE Recruitment by the Client for an Introduction resulting in an Engagement is calculated in accordance with the accompanying scale on the Gross Remuneration applicable during the first 12 months of the Engagement. VAT will be charged on the fee if applicable.

Scale of Fees for the introduction of Permanent Staff	
Up to £20,000	12%
£20,001 TO £25,000	15%
£25,001 TO £30,000	20%
£30,001	22%
Minimum fee £250	Fees subject to VAT

- 1.5 If the Client subsequently engages or re-engages the Candidate within the period of 6 calendar months from the date of termination of the Engagement or Withdrawal of the offer, a full fee calculated in accordance with clause 1.4 above becomes payable.

2. REPLACEMENT - REFUND

- 2.1 In order to qualify for the following refund, the Client must pay QUBE Recruitment's fee within 28 days of the date of invoice and must notify QUBE Recruitment in writing of the termination of the Engagement within 7 days of its termination and have allowed QUBE Recruitment no less than 21 days from receipt of the written notification to replace the Candidate. If no suitable Candidate can be found then the following refund levels apply. Only one replacement Candidate is allowed.
- 2.2 If the Engagement terminates before the expiry of 10 weeks from the commencement of the Engagement (except where the Candidate is made redundant) the fee will be refunded in accordance with the accompanying Scale of Refund. The first £250 plus vat of the original engagement fee is excluded from the rebate option.

Weeks Worked	1&2	3&4	5&6	7&8	9	10
Refund	100%	70%	50%	30%	20%	10%

- 2.3 In circumstances where clause 1.5 applies the full fee stated in clause 1.4 is payable and there shall be no entitlement to a refund. There will be no refund where the Applicant leaves during or after the 11th week of the Engagement.

3. CANCELLATION FEE

- 3.1 If, after an offer of Engagement has been made to the Candidate, the Client decides for any reason to withdraw it, the Client shall be liable to pay QUBE Recruitment a minimum fee of 9% of the Gross Remuneration.

4. INTRODUCTIONS

- 4.1 Introductions of Candidates are confidential. The disclosure by the Client to a third party of any details regarding a Candidate introduced by QUBE Recruitment which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the QUBE Recruitment's fee as set out in clause 1.4 with no entitlement to any refund. Should the engagement take place within 7 to 12 months from the date of introduction, a set charge of £1000.00, with the same terms and conditions will apply.
- 4.2 An introduction fee calculated in accordance with clause 1.4 will be charged in relation to any Candidate engaged as a consequence of or resulting from an introduction by or through QUBE Recruitment, whether direct or indirect, within 6 months from the date of QUBE Recruitment's Introduction.
- 4.3 Where the amount of the actual Remuneration is not known QUBE Recruitment will charge a fee calculated in accordance with clause 1.4 on the maximum level of gross remuneration applicable for the position in which the Candidate has been engaged and or introduced which-ever is the higher with regard to any information supplied to QUBE Recruitment by the Client and/or comparable positions in the market generally for such positions.
- 4.4 In the event that any employee of QUBE Recruitment with whom the Client has had personal dealings accepts an Engagement with the Client within 3 months of leaving QUBE Recruitment's employment, the Client shall be liable to pay an introduction fee to QUBE Recruitment in accordance with clause 1.4

5. SUITABILITY AND REFERENCES

- 5.1 QUBE Recruitment will endeavour to ensure the suitability of any Candidate introduced to the Client by obtaining confirmation of the Candidate's identity; that the Candidate has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and that the Candidate is willing to work in the position which the Client seeks to fill.
- 5.2 At the same time as proposing a Candidate to the Client QUBE Recruitment shall inform the Client of such matters in clause 5.1 as they have obtained confirmation of. 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 Candidate is being proposed for a position which is the same as one in which the Candidate has worked within the previous five business days and such information has already been given to the Client.
- 5.3 QUBE Recruitment will endeavour to take all such steps as are reasonably practicable to ensure that the Client and Candidate are aware of any requirements imposed by law or any professional body to enable the Candidate to work in the position which the Client seeks to fill.
- 5.4 QUBE Recruitment will endeavour to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Candidate for the Candidate to work in the position which the Client seeks to fill.
- 5.5 Notwithstanding clauses 5.1, 5.2, 5.3 and 5.4 above the Client shall satisfy itself as to the suitability of the Candidate and the Client shall take up any references provided by the Candidate to it or QUBE Recruitment before engaging such Candidate. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Candidate, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Candidate is engaged to work.
- 5.6 To enable QUBE Recruitment to comply with its obligations under clauses 5.1, 5.2, 5.3 and 5.4 above the Client undertakes to provide to QUBE Recruitment details of the position which the Client seeks to fill, including the type of work that the Candidate would be required to do; the location and hours of work; the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Candidate to possess in order to work in the position; and any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks. In addition the Client shall provide details of the date the Client requires the Candidate to commence, the duration or likely duration of the work; the minimum rate of remuneration, expenses and any other benefits that would be offered; the intervals of payment of remuneration and the length of notice that the Candidate would be entitled to give and receive to terminate the employment with the Client.

6. SPECIAL SITUATIONS

- 6.1 Where the Candidate is required by law, or any professional body to have any qualifications or authorisations to work in the position which the Client seeks to fill; or the work 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, QUBE Recruitment will take all reasonably practicable steps to obtain and offer to provide copies of any relevant qualifications or authorisations of the Candidate, two references from persons not related to the Candidate 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 Candidate is suitable for the position. If QUBE Recruitment 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.

7. LIABILITY

- 7.1 QUBE Recruitment shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with QUBE Recruitment seeking an Candidate for the Client or from the Introduction to or Engagement of any Candidate by the Client or from the failure of QUBE Recruitment to introduce any Candidate. For the avoidance of doubt, QUBE Recruitment does not exclude liability for death or personal injury arising from its own negligence.

8. LAW

- 8.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales

B. SUPPLYING TEMPORARY STAFF SERVICES – CLIENT TERMS OF BUSINESS

A. CHARGES

- A.1 The Client agrees to pay such hourly charges of the QUBE Recruitment as shall be notified to and agreed with the Client. The hourly charges are calculated according to the number of hours worked by the Candidate (to the nearest quarter hour) and comprise mainly the Candidate's pay but also include the QUBE Recruitment's commission calculated as a percentage of the Candidate's pay, employer's National Insurance contributions 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. VAT, if applicable, is payable on the entirety of these charges.
- A.2 The charges are invoiced to the Client on a weekly basis and are payable within 14 days. QUBE Recruitment reserves the right to charge interest on any overdue amounts at the rate of 4% per annum above the base rate of the National Westminster Bank from the due date until the date of payment.

A. INFORMATION TO BE PROVIDED

- B.1 When making an Introduction of a Candidate to the Client QUBE Recruitment shall inform the Client of the identity of the Candidate; that the Candidate has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment; whether the Candidate will be employed by the Employment Business under a contract of service or apprenticeship or a contract for services; and that the Candidate is willing to work in the Assignment.
- B.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 Candidate is being Introduced for an Assignment in the same position as one in which the Candidate had previously been supplied within the previous five business days and such information has already been given to the Client, unless the Client requests that the information be resubmitted.

C. TIME SHEETS

- C.1 At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or less) the Client shall sign QUBE Recruitment's time sheet verifying the number of hours worked by the Candidate during that week.
- C.2 Signature of the time sheet by the Client is confirmation of the number of hours worked. If the Client is unable to sign a time sheet produced for authentication by the Candidate because the Client disputes the hours claimed, the Client shall inform QUBE Recruitment as soon as is reasonably practicable and shall cooperate fully and in a timely fashion with QUBE Recruitment to enable QUBE Recruitment to establish what hours, if any, were worked by the Candidate. Failure to sign the time sheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.
- C.3 The Client shall not be entitled to decline to sign a timesheet on the basis that he is dissatisfied with the work performed by the Candidate. In cases of unsuitable work the Client should apply the provisions of clause H.1 below.

D. PAYMENT OF THE TEMPORARY WORKER

- D.1 QUBE Recruitment assumes responsibility for paying the Candidate and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Candidate pursuant to sections 44-47 of the Income Tax (Earnings and Pensions) Act 2003*.

E. TRANSFER AND INTRODUCTION FEES

E.1 Where there has been a supply

- E.1.1 In the event of the Engagement by the Client of a Candidate supplied by QUBE Recruitment either (1) directly or (2) pursuant to being supplied by another Employment business/employment agency, within either
- The duration of the Assignment; or
 - 14 weeks from the start of the first Assignment (the first Assignment being each new assignment where there has been a break of more than 42 days (6 weeks) since the end of the previous Assignment); or
 - 8 weeks from the day after the last day the Candidate worked on the Assignment the Client shall be liable, to either an extended period of hire or a Transfer Fee the length or amount of which is to be agreed between QUBE Recruitment and the Client.
- E.1.2 The Client must give QUBE Recruitment 7 days' written notice in advance of the Engagement of whether it has elected to take the period of extended hire or to pay the Transfer Fee.
- E.1.3 If the client does not give such notice before the Candidate is Engaged the parties agree that the Transfer Fee shall be due.
- E.1.4 If the parties do not agree a period of extended hire or a Transfer Fee in accordance with E.1.1 then
- a) The length of the extended period of hire shall be 26 weeks during which the Client shall pay the current hourly charge agreed pursuant to clause A.1 for each hour the Candidates so employed or supplied or
 - b) A Transfer Fee calculated as per clause 1.4 of the Gross Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Gross Remuneration is not known, the hourly charges agreed pursuant to clause A.1 multiplied by 300. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

However, where the client does not give such notice before the Candidate is engaged the parties agree that the Transfer Fee shall be due.

E.2 Where there has been an introduction but no supply

- E.2.1 In the event that there is an Introduction of a Candidate to the Client which does not result in the supply of that Candidate by QUBE Recruitment to the Client, but which leads to an Engagement by the Client of the Candidate by the Client either (1) directly or (2) pursuant to being supplied by another employment business/employment agency within 6 months of the date of the Introduction the Client shall be liable, to either an extended period of hire or an Introduction Fee the length or amount of which is to be agreed between QUBE Recruitment and the Client.
- E.2.2 The Client must give QUBE Recruitment 7 days' written notice in advance of the Engagement of whether it has elected to take the period of extended hire or to pay the Introduction Fee.

- E.2.3 If the client does not give such notice before the Candidate is Engaged the parties agree that the Introduction Fee shall be due.
- E.2.4 If the parties do not agree a period of extended hire or an Introduction Fee in accordance with E.2.1 then
- a) The length of the extended period of hire shall be 26 weeks during which the Client shall pay the current hourly charge agreed pursuant to clause A.1 for each hour the Candidate is so employed or supplied; or
- A Transfer Fee** calculated as per clause 1.4 of the Gross Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Gross Remuneration is not known, the hourly charges agreed pursuant to clause A.1 multiplied by 300. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due. However, where the client does not give such notice before the Candidate is engaged the parties agree that the Transfer Fee shall be due.
- E.3 Where there has been Introduction to and Engagement by a Third Party**
- E.3.1 In the event that the **Candidate supplied to a Client is introduced by the Client to a third party which results in the Engagement of the Candidate by the Third party** within either
- The duration of the Assignment;
 - 14 weeks from the start of the first Assignment (the first Assignment being each new assignment where there has been a break of more than 42days (6 weeks) since the end of the previous Assignment); or
 - 8 weeks from the day after the last day the Candidate worked on the Assignment the Client shall be liable, to pay a Transfer Fee the length of which is to be agreed between QUBE Recruitment and the Client.
- E.3.2 If the parties do not agree a Transfer Fee in accordance with E.3.1 then the Client will be liable to pay a Transfer Fee calculated as per clause 1.4 of the Gross Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Gross Remuneration is not known, the hourly charges multiplied by 300.
- E.3.3 No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates.
- E.3.4 VAT is payable in addition to any fee due.
- E.4 In the event that there is an Introduction of a Candidate to the Client which does not result in the supply of that Candidate by QUBE Recruitment to the Client, but the Candidate is introduced by the Client to a third party which results in the Engagement of the Candidate by the third party within 6 months from the date of Introduction the Client shall be liable, to an Introduction Fee calculated as per clause 1.4 of the Gross Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Gross Remuneration is not known, the hourly charges agreed pursuant to clause A.1 multiplied 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.
- F. LIABILITY**
- F.1 Whilst every effort is made by QUBE Recruitment to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Candidates and further to provide them in accordance with the Client's booking details, QUBE Recruitment is not liable for any loss, expense, damage or delay arising from any failure to provide any Candidate for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Candidate. For the avoidance of doubt, QUBE Recruitment does not exclude liability for death or personal injury arising from its own negligence.
- F.2 Candidates supplied by QUBE Recruitment are engaged under contracts for services. They are not the employees of QUBE Recruitment but are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors or omissions of the Candidate, whether wilful, negligent or otherwise as though the Candidate was on the payroll of the Client. The Client will also comply in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations, Health and Safety At Work Act etc, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff (excluding the matters specifically mentioned in Clause 6 above), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Candidate during all Assignments.
- F.3 The Client shall advise QUBE Recruitment of any special health and safety matters about which the QUBE Recruitment is required to inform the Candidate and about any requirements imposed by law or by any professional body, which must be satisfied if the Candidate is to fill the Assignment. The Client will assist QUBE Recruitment in complying with QUBE Recruitment's duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by QUBE Recruitment and the Client will not do anything to cause QUBE Recruitment to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Candidate for more than 48 hours in any week, the Client must notify QUBE Recruitment of this requirement before the commencement of that week.
- F.4 The Client undertakes that it knows of no reason why it would be detrimental to the interests of the Candidate for the Candidate to fill the Assignment.
- F.5 The Client shall indemnify and keep indemnified QUBE Recruitment against any costs, claims or liabilities incurred by QUBE Recruitment arising out of any Assignment or arising out of any non-compliance with clauses F.2 and F.3 and/or as a result of any breach of these Terms by the Client.
- G. SPECIAL SITUATIONS**
- G.1 Where the Candidate 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, QUBE Recruitment will take all reasonably practicable steps to obtain and offer to provide to the Client:
- Copies of any relevant qualifications or authorisations of the Candidate, and
 - Two references from persons not related to the Candidate 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 Candidate is suitable for the Assignment. If QUBE Recruitment 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.
- H. TERMINATION**
- H.1 The Client undertakes to supervise the Candidate sufficiently to ensure the Client's satisfaction with the Candidate's standards of workmanship. If the Client Reasonably considers that the services of the Candidate are unsatisfactory, the Client may terminate the Assignment either by instructing the Candidate to leave the Assignment immediately, or by directing QUBE Recruitment to remove the Candidate. QUBE Recruitment may, in such circumstances, reduce or cancel the charges for the time worked by that Candidate, provided that the Assignment terminates: -
- a) Within four hours of the Candidate commencing the Assignment where the booking is for more than seven hours; or
- b) Within two hours for bookings of seven hours or less;
- And provided that notification of the unsuitability of the Candidate is confirmed in writing to QUBE Recruitment within 48 hours of the termination of the Assignment.
- H.2 Any of the Client, QUBE Recruitment or the Candidate may terminate an Assignment at any time without prior notice and without liability.
- H.3 The Client shall notify QUBE Recruitment immediately and without delay and in any event within 2 hours if the Candidate fails to attend work or notifies the Client that the Candidate is unable to attend work for any reason.
- H.4 QUBE Recruitment shall notify the Client immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Candidate supplied to the Client is unsuitable for the Assignment and shall terminate the Assignment under the provisions of clause H.2.
- I. LAW**
- I.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales