



TERMS AND CONDITIONS OF BUSINESS FOR THE SUPPLY OF ALL STAFF

1. In these Terms and Conditions the following words shall have the following meanings:
 - 1.1 "Company" means Jennings Morton Friel Associates Ltd. The Company acts as an Employment Agency in relation to the placement of Permanent candidates, and as an Employment Business in relation to the supply of Temporary staff.
 - 1.2 "Client" means any person firm organisation or company concerned with the Engagement of any Applicant and which deals with the Company.
 - 1.3 "Contract Staff" means the Engagement of an Applicant which the Company or Group do not employ but is contracted on a fixed term basis (whether or not that contract is renewable) and otherwise than permanently employed.
"Contract Period" means the initial fixed period during which the Applicant is Engaged and if there is any extended or renewed period then each such extended or renewed period will be a separate contract period.
 - 1.4 "Permanent Staff" means an Applicant engaged by the Client other than as Temporary Staff or Contract Staff.
 - 1.5 "Temporary Staff" means the use of an Applicant employed by the Company or the Group.
 - 1.6 "Engagement" shall mean the engagement or re-engagement or use or employment of any Applicant or the provision of services of any Applicant or any agreement with the Applicant to do any of these things.
 - 1.7 "Applicant" shall mean any person or company whether or not acting through a company introduced to the Client by the Company or Group or any employee officer or consultant of the Company or Group.
 - 1.8 "Salary" shall mean:
 - 1.8.1 the agreed annual grossed up remuneration including all emoluments that form part of gross taxable pay and where fees are agreed to be paid to the Applicant in respect to the engagement of gross fees exclusive of VAT and
 - 1.8.2 all income, guaranteed commissions, bonus, shift allowance etc including value of company shares, motor cars provided to the Applicants will be assessed as additional remuneration at the minimum rate of £4000 per annum; Live in accommodation will be assessed as additional remuneration of £4000 pa and when accommodation or a monetary allowance is given this will be assessed as additional remuneration at the minimum rate of £5000 pa and
 - 1.8.3 in the case of an overseas Engagement it will be calculated on the same terms as aforesaid although the assessment of annual remuneration shall be grossed up for tax and National Insurance purposes to the UK equivalent assessment.
 - 1.8.4 in the case of a part time engagement, the Fee will be calculated on the applicable pro-rata salary. For the purposes of calculating the appropriate Fee percentage, the engagement will be treated as if it were on a full time basis and the salary pro-rated on an annual basis accordingly.
 - 1.9 "Enhanced Salary" means increase in the Salary during the first year of Engagement which additional sum shall be averaged over the year from the date of Engagement.
 - 1.10 "The Fee" means the sum due to the Company plus VAT calculated:
 - 1.10.1 as to Permanent Staff in relation to the Salary and of the Enhanced Salary:

£0 - £75,000	20% + VAT
£75,001+	25% + VAT

- 1.10.2 On the Engagement of an Applicant the Fee is based upon the offer of the Salary agreed with the Client and the Applicant PROVIDED THAT in the event of there being Enhanced Salary the Company at that time will also be entitled to the Fee.
- 1.10.3 as to Contract Staff by calculating the daily rate of the Contract Period and multiplying it by 365 and that sum by the appropriate percentage payable based upon the equivalent annual salary payable in respect of Permanent Staff.
- 1.10.4 as to Temporary Staff the rate per hour which the Company where practical advised to the Client in writing prior to the utilisation of the Applicant for all hours actually worked for the Client during each week subject to variation as set out in Clauses 7 and 16 of these Terms and Conditions.
- 1.11 "Introduce" "Introduces" and "Introduction" shall include without limitation the provision by the Company or Group of any details whether written or oral of an Applicant as well as any personal or any other form of introduction.
- 1.12 "The Group" Jennings Morton Friel Associates Ltd the Company and any other companies associated with Jennings Morton Friel Associates Ltd
- 1.13 "The First Interest Rate" means the rate of 4% above the base-lending rate of the HSBC Bank Plc as it is from time to time or 14% per annum which ever is the higher which interest is compounded quarterly.
- 1.14 "The Second Interest Rate" means the rate of 2.5% per 28 days or part of 28 days.
- 1.15 "Terms and Conditions" means this document and any other document varying these terms as provided for in this document.
- 1.16 References to the singular shall where appropriate be deemed to include the plural and references to the masculine gender shall where appropriate include the feminine and neuter gender.
2. These Terms and Conditions take effect from the first day of January 2022. The Terms and Conditions are between the Company and the Client and are deemed to be accepted by the Client by virtue of the Introduction of an Applicant.
3. The Client agrees to notify the Company immediately of any Engagement and of the Salary together with copy of any letter of offer and Contract of Employment and to pay the Fee to the Company in accordance with these Terms and Conditions.

PERMANENT STAFF

4. The Client shall be liable to pay the Fee (together with VAT at the prevailing rate) to the Company upon the written receipt of acceptance from the applicant of the engagement or 28 days from the date of invoice in respect of an Engagement.
5. Provided that the Company receives payment of its account within the sooner of 28 days of the date of invoice or Engagement and the Client complies with all terms of business and the Applicant was not engaged previously as Temporary Staff or Contract Staff the Company shall give the following guarantee:
If the applicant leaves for any other reason than redundancy within the first 12 weeks of their official start date, the following rebate terms apply:

Rebate Period	Refund
0 to 4 weeks	100% refund or free replacement
4 to 8 weeks	50% refund or free replacement
8 to 12 weeks	25% refund or free replacement

For clarification – a 'free replacement' is an applicant who replaces the originally placed candidate in the same position and the same salary at no additional cost to the client. Please note that the rebate period does not apply to a free replacement.

6. If the Fee is not received by the Company within 28 days from the date of invoice the Client will be liable for interest from the date of the invoice on the full value of the invoice at the First Interest Rate until actual date of receipt by the Company of the payment calculated at a daily rate.

TEMPORARY STAFF

7. 7.1 The Client agrees to pay the Fee. The current scale of charges may be obtained by the Client from the Company but the charges may be varied periodically with immediate effect during the assignment upon notice from the Company. Arrangements for travelling hotel and other expenses shall be made separately between the Applicant and the Client and are not included in the Company's hourly charge. The Company guarantees to pay the Temporary Staff hourly rates at or above the minimum wage
7.2 Temporaries will be paid weekly and will accrue annual holiday at the rate of 5 minutes and 32 seconds per hour worked, giving a holiday entitlement of 23 days per year in line with current legislation
8. Charges representing remuneration fees and expenses due to the Company are invoiced weekly and must be paid within 7 days of the date of invoice. The Company may charge interest at the Second Interest Rate from the date of invoice until the date of payment in full calculated at a daily rate.
9. The Client is responsible for providing adequate insurance during the period that the Applicant is under the Client's direction and control to the extent that any Applicant and the Company have full benefit of coverage for any liability, which might arise out of any Engagement and/or as a result of any breach of these Terms by the Client. Temporary Staff are engaged by the Company under contracts for services and as such responsibility shall include and be limited to payment of wages deductions and payment of all statutory contributions regarding earnings related insurance and administration of Schedule E Income

Tax (PAYE). They are deemed to be under the supervision, direction and control of the Client for the entire duration of the Engagement and the Client will do nothing which may result in the Company being in breach of any of its obligations to the Applicant forthwith providing such information about the Applicant as the Company reasonably requires to enable the Company to comply with its obligations.

10. Whilst every effort is made by the Company to ensure standards of skill integrity and reliability of Applicants according to details given to the Company in writing prior to the Engagement no liability will be accepted by the Company for any loss damage or delay arising from failure to provide a particular member of staff for all or any part of the period of Engagement.

11. The Client undertakes to supervise the Applicant assigned to it sufficiently to ensure and be aware of its satisfaction with reasonable standards of workmanship. That any of the client, employment business or temporary worker may terminate the assignment at any time without notice or liability. In the event that the Client considers an Applicant supplied under these Terms and Conditions to be negligent so as to render the services to be of little or no worth to the Client the Company will reduce or cancel the charge for the time worked by the Applicant on that day provided that:

11.1 The Company is notified within 4 hours from the commencement of work by the Client and

11.2 That the Applicant leaves immediately and

11.3 That the notification is confirmed in writing and

11.4 If the Company so requires the Client immediately provides evidence of the negligence complained of.

12. The Client will sign the daily/weekly time sheets supplied by the Company or such charge sheet or other formal confirmation of the completed Engagement and this shall be deemed to be conclusive evidence:

12.1 That the Client is satisfied with the work completed by the Applicant concerned and

12.2 That the Client will pay the Fee in full and without dispute or deduction.

However failure by the Client to sign any time sheet or charge sheet shall not preclude charging by the Company of the Fee in full for all time actually worked by the Applicant in accordance with these Terms and Conditions.

If the Client fails to register any complaint it may have in writing to the Company within 1 working day of its dissatisfaction then the Client shall be deemed to be fully satisfied with the Applicant.

13. In respect of Temporary Staff supplied, the Client agrees to comply in all respects with all statutes including, for the avoidance of doubt, The Working Time Regulations 1998 (as amended from time to time), by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff (including so far as applicable the matters specifically mentioned in clause 9 above). Without prejudice to Clause 9 and the above matters The Client shall also advise the Company of all health and safety matters about which the Company is required to inform the Temporary Staff. The Client will assist the Company in complying with the Company's duties under The Working Time Regulations by supplying any relevant information about the Engagement requested by the Company and the Client will not do or omit to do anything to cause the Company to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of Temporary Staff for more than 48 hours in any week, the Client must notify the Company of this requirement before the commencement of that week.

14. The Client will undertake its obligations referred to herein without cost to the Company and in the event that the Client is in breach of any of its obligations it will fully and effectually indemnify and keep indemnified the Company against any loss claim damage costs actions howsoever arising (including costs in the event of settlement not adjudicated upon and whether or not the matter has formal proceedings issued) by reason of the Client's failure to comply strictly with its obligations.

15. An overtime premium of:

15.1 50% will be applied to any hours worked above 37.5 hours per week Monday to Friday and any hours worked on Saturdays and

15.2 100% of the hours worked will be applied to any hours worked on Sundays and Bank Holidays or Public Holidays.

16. In the event of the Engagement by the Client of a Temporary Worker supplied by the Company for an Assignment either (1) directly or (2) pursuant to being supplied by another employment business, during the Assignment or within whichever is the longer of either 14 weeks from the start of the first Assignment (each new Assignment where there has been a break of more than 42 days (6 weeks) since the end of a previous Assignment shall also be considered to be the 'first Assignment' for these purposes); or 8 weeks from the day after the last day the Temporary Worker 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 the Employment Business and the Client.

- 16.1 .1 The Client must give the Company 7 days' written notice in advance of the Engagement if the Client elects to take the worker for the period of extended hire.

- 16.2 If the client does not give such notice before the Temporary Worker is engaged the parties agree that the Transfer Fee shall be due.

- 16.2.1 If the parties do not agree a period of extended hire or a Transfer Fee in accordance with 16.1 then the following shall be deemed to have been agreed:
- a) The length of the extended period of hire shall be a agreed number of weeks during which the Client shall pay the current hourly charge agreed for each hour the Temporary Worker is so employed or supplied; **or**
 - b) The amount of the Transfer fee shall be calculated in accordance with 1.10 above

CONTRACT STAFF

- 17 Where the Client Engages Contract Staff the Client will be liable for the Contract Staff as if it had Engaged Permanent Staff save that:
- 17.1 The Client will pay the Fee for the Contract Staff at the commencement of and on the renewal of each Contract Period and clause 5 will not apply and
 - 17.2 The Conditions referred to for Permanent Staff shall otherwise apply save that:
 - 17.2.1 The Fee must be received within 7 days of the sooner of the date of the Engagement and the invoice of the Client and
 - 17.2.2 in the event of the Fee not having been received in accordance with 17.2.1 above the Second Rate of interest shall accrue to the Fee.

GENERAL PROVISIONS FOR ALL CATEGORIES OF STAFF

- 18 Details of Applicants disclosed by the Company to the Client are confidential. The passing of an Applicant or his details to another person or Company, which results in an Engagement, renders the Client liable to full payment of the Fees in accordance with these Terms and Conditions.
19. The Client agrees to be liable for the Fee which will be charged for any Applicant Engaged as a consequence of or resulting from the Introduction directly or indirectly of an Applicant by a Client to a third party.
20. Whilst every effort is made by the Company to ensure the suitability of the Applicant selected on behalf of the Client the Company does not personally establish references and cannot accept responsibility for any loss expense damage or delay however occasioned arising from the Engagement. The Client is responsible for taking up references concerning the Applicant's skills qualifications and general integrity obtaining work permits and satisfying medical requirements or other matters required by law.
21. Any written information or Curriculum Vitae supplied to the Client by the Company is supplied in good faith and on information conveyed to the Company by the Applicant and the Company cannot represent or warrant the same to be true or to be implied as a term of this Contract but it is for the Client to make full investigations and require evidence of such information from the Applicant. No liability whatsoever is accepted by the Company therefore in respect of the matters referred to in this
- Clause.
22. If the Client entrusts an Applicant with money securities valuables or negotiable documents or access to any such matters then this will be at the sole risk of the Client and the Company will not be liable for any loss actions proceedings claims demands or liabilities arising from the acts omissions negligence fraud or other default on the part of the Applicant.
23. In the event of the Engagement by a Client otherwise than through the Company or Group of an Applicant or former applicant on any basis or in any capacity whatsoever including via another Agent or Agency whether for a definite or indefinite period or the Introduction of such an Applicant to other employers with a resulting Engagement or whether during or within 12 months after the termination of an Applicant's Engagement the Client shall notify the company and provide the Company with full and written details of such Engagement and the Salary and will be liable to the Company for the Fee but the Rebate Period will not be allowed in the circumstances as the ability and disposition of the worker is already proven PROVIDED THAT if the Client fails to give notice and details of the Salary by the date of the Engagement the Company shall be entitled to treat the Engagement in any event as if it were Permanent Staff and the Salary will be calculated by multiplying the hourly daily or monthly or other rate as the case may be at which the Company last charged or was due Fee for the Applicant to the Client on a Pro rata annual basis. For the purpose of this calculation a day is deemed to be 7.5 hours a week 37.5 working hours and a year 52 weeks.
24. The Client agrees that no claims demands or liabilities whatsoever which may arise by reason of negligence fraud or dishonesty in connection with any Applicant will be made against the Company.
25. Only the Company is entitled to assign charge or otherwise deal with the benefit and/or the burden of the agreement with the Client and in case of the assignment notice in writing will be given to the Client.
26. Whilst the parties consider the Terms and Conditions to be reasonable in all the circumstances it is agreed that if any one or more of the terms is considered to go beyond what is reasonable in all the circumstances to protect the legitimate interests of the Company or Group but would be adjudged reasonable if any particular term were deleted or if any of the wording were deleted restricted or limited in any particular manner then the parties agree that the same will apply with such deletions restrictions or limitations as the case may be.
27. No variation can be made to these Terms and Conditions without the written consent of a Director of the Company and such variation will only have effect provided the Fee is paid within the payment period for the relevant type of Engagement.