RAYMENT RECRUITMENT LIMITED:
Terms and Conditions of Agreement

1. Definitions
1.1 In these Terms and Conditions the following definitions apply:

"Rayment" means Rayment Recruitment Limited of 4a Tindal Square, Chelmsford, CM1 1EH operating as an employment business for the purposes of providing Candidates and as an employment business for the purposes of providing Temporaries.

"Client" means ( ) of ( ) or any subsidiary or associate company thereof to whom the Candidate or Temporary is introduced.

"Candidate" means the person introduced by Rayment to the Client for an engagement by the Client.

"Temporary" means the person or Limited Company under contract with Rayment (including any officer, employee or agent thereof) which is introduced to the Client by Rayment to carry out the Assignment for the Client.

"Assignment" means the period during which the Temporary is assigned to render services to the Client, including any extension thereto.

"Engagement" means the direct employment or use of the Candidate by the Client in the Client's business whether under a contract of service or for services or under an agency, licence, franchise or partnership agreement or otherwise or by some other person to whom the Candidate has been referred by the Client.

"Remuneration" means the gross annual remuneration payable to or receivable by the Candidate from the Client pursuant to the Engagement including any salary and the equivalent value of any other relevant benefits.

"Services" means the provision by Rayment to the Client of an Employment Agency or Employment Business service ("the Service").

2. Terms of Business
2.1 The Client is provided with these terms of business prior to the provision of Services by Rayment. Immediately that any services are requested by the Client, the terms of business are deemed agreed and accepted by the Client and shall govern all subsequent dealings between Rayment and the Client unless agreed otherwise in writing. For the avoidance of doubt, a request for an introduction (as defined below) of a Candidate or a Temporary by Rayment is a request for the Services.

3. Notification and Fees
3.1 In the event that the offer of Engagement is accepted by the Candidate, the Client shall notify Rayment immediately and provide details of the Remuneration. In the event that the Client does not provide such details, Rayment will work and invoice on the basis of the details of the Remuneration provided by the Candidate.

3.2 Payment of accounts for the engagement of the Candidate should be made payable to Rayment and should be made within 28 days from the date of invoice.

3.3 In the event that a Temporary is accepted for the Assignment, the Client shall notify Rayment immediately.

3.4 Payment for work carried out by a Temporary should be made payable to Rayment and should be made within 7 days from the date of invoice.

3.5 Payments should be sent to the Head Office at 4a Tindal Square, Chelmsford, CM1 1EH. VAT is payable on all our fees and charged at the current rate applicable from time to time.

3.6 Without prejudice to any other right or remedy that it may have, if the Client fails to pay Rayment on the due date, Rayment may charge interest on such sum on a daily basis from the due date for payment at the current rate under the Late Payment of Commercial Debts (Interest) Act 1998 and the Client shall pay the interest (together with the relevant statutory compensation) immediately on demand. Time for payment shall be of the essence of the Contract and Rayment may, without prejudice to any other rights it may have, set off any liability of the Client to Rayment against any liability of Rayment to the Client.

4. Pre-engagement and continuing obligations
4.1 In all instances the Client shall, prior to any introduction by Rayment, provide Rayment with full details of the nature of its business and of the position which it seeks to fill including start date, duration of position, job duties, hours of work job location, any known risks to health and safety involved in the job (including steps taken to prevent or control such risks) and experience, training and qualifications required.

4.2 Where Rayment is supplying a Temporary to the Client, the Client shall:

(a) prior to any introduction by Rayment, also provide Rayment with:
  (i) the terms and conditions of any employee who is a comparable employee to the Temporary (as defined under the Agency Workers Regulations 2010) including pay (which for the avoidance of any doubt includes any fee, bonus, commission, holiday pay or other emolument referable to the employment, whether payable under contract or otherwise), the duration of working time, night work, rest periods, rest breaks and annual leave; and
  (ii) details of the collective facilities and amenities provided by the Client to any employee who is a comparable employee to the Temporary (as defined under the Agency Workers Regulations 2010) during the Assignment including, but not limited to, access to shared facilities such as canteens, creches, gyms.
(b) during the Assignment inform the Temporary of any relevant vacant posts with the Client and afford the Temporary the same opportunity as a comparable worker to find permanent employment with the Client unless such vacancy arises as a result of a restructuring.

4.3 The Client agrees to protect, indemnify, defend and hold harmless Rayment, and to the extent required from time to time by Rayment, its officers, agents, and employees, from and against any and all expenses, damages, claims (whether valid or invalid), suits, losses, actions, judgments, liabilities, and costs whatsoever (including legal fees on a full indemnity basis) arising out of, connected with, or resulting from, the Client's negligence, misrepresentation or failure to accurately disclose the relevant details or any part thereof set out at clauses 4.1 and, where applicable, 4.2 above.

4.4 Rayment, prior to any introduction to the Client, shall obtain confirmation from the Candidate or Temporary: (i) of the identity of the Candidate or Temporary (ii) that he or she has the experience, training and skills considered necessary by the Client and (iii) that he or she is willing to work in the job envisaged. Rayment shall not be liable to the Client in respect of any claim or loss arising as a result of any false/inaccurate information supplied by a Candidate or Temporary.

4.5 Rayment shall, prior to the introduction of the Candidate or Temporary to the Client, make enquiries of the Candidate or Temporary to try to ensure that (in the light of the information about the job supplied by the Client) it would not be detrimental to his or her interests to work in the job concerned.

5. Candidates
5.1 All Candidates are interviewed where possible and details of experience, training and qualifications are recorded. If the Client

requests the provision of references, Rayment will, if possible, take up two references with the Candidate's consent.

5.2 The Client is responsible for the verification of qualifications, capabilities, integrity and medical history of the Candidate.

5.3 The final decision regarding the suitability of a Candidate for employment is left to the Client. If a work permit or visa is required then it is up to the Client to request one.

5.4 If a Candidate is introduced by Rayment and that person is engaged by the Client (or by anyone to whom the Candidate has been referred by the Client) within one year of introduction, the Client is liable for the full introductory fee in accordance with clause 7.1. This includes if the Client dismisses the Candidate and reengages him or her in any capacity whatsoever within a period of one year.

5.5 In the event of termination of the engagement of a Candidate either by the Client on the grounds of non-performance/capability or misconduct within the specified period (as per the Rebate Guarantees table below) or when the Candidate resigns within the specified period, a rebate will be given to the Client in accordance with the specified scales PROVIDED THAT in accordance with the timescales stated in clause 8.3 below the Client both (i) informs
Rayment in writing of the fact, and (ii) makes payment to Rayment

5.6 The rebate provisions will not apply in circumstances where either the Client makes the Candidate redundant or releases the
Candidate for commercial reasons beyond the Candidate's control nor where the Client has withheld any information relating to the successful engagement of a Candidate.

5.7 A Candidate shall be considered introduced to the Client by Rayment if Rayment has provided details of the Candidate directly to the Client by any means whatsoever including by telephone, fax, post or email or by hand (save in circumstances where the Client can show that it has already received the Candidate's details from another source before Rayment) or indirectly where a third party has passed to the Client details of the Candidate received from Rayment. If the Client upon receiving Candidate details from Rayment contacts the Candidate directly by any means whatsoever including by telephone, email, social media or LinkedIn this shall be considered as introduced to the Client by Rayment. For the avoidance of doubt, the introductory fee remains payable in the event of engagement within the twelve months of introduction even if the Candidate subsequently submits a CV or application for engagement directly to the Client or if there is a subsequent introduction from another source.

5.8 Rayment shall not be liable under any circumstances, for any loss, expense or damage suffered or incurred by the Client arising from or in any way connected with the introduction or engagement of any Candidate, or from the failure of Rayment to introduce a Candidate.

6. Temporary Staff

6.1 All Temporaries supplied are under a contract for services with Rayment unless otherwise stated by Rayment in writing.

6.2 Subject to clause 6.3, if either (a) during the period of the Assignment or (b) before the end of the period of 8 weeks commencing on the day after the day on which the Temporary last worked for the Client through Rayment (or, if the end of the period is later, before the end of the period of 14 weeks from the date on which the Temporary commences work for the Client pursuant to this Agreement), the Temporary begins a direct Engagement with the Client (for meaning of Engagement, see paragraph 1) or begins working for the Client pursuant to being supplied by another employment business, or begins an engagement with any other person or entity to whom an introduction has been made by the Client, then the Client shall be liable to pay to Rayment a full introductory fee in accordance with the scale of fees for the introduction of permanent staff. In calculating the date on which the Temporary commenced work for the Client pursuant to this Agreement, no account shall be taken of any previous assignments provided that, between the date of the last assignment completing and the date of the present assignment beginning, a period of more than 6 weeks has elapsed during which time the Temporary has provided no services to the Client through Rayment. For the purposes of calculating the introductory fee, if the Remuneration per annum is not known, it shall be taken as the applicable hourly rate charged by Rayment multiplied by 37.5 hours multiplied by 46.

6.3 In the case of a Temporary beginning a direct Engagement with the Client or of a Temporary beginning work for the Client pursuant to being supplied by another employment business the Client may, instead of paying the introductory fee referred to, elect by notice in writing to Rayment to have an extended hire period for the Temporary of a further 14 weeks and the same terms and conditions of hire shall apply as applied immediately prior to receipt of the notice by Rayment. In the event of such an election, the introductory fee shall remain payable if Rayment is unable to supply the temporary through no fault of its own.

6.4 Subject to clause 6.5, an introductory fee shall be similarly payable if, following the introduction of a Temporary by Rayment to the Client, the Client within 12 months of the date of introduction directly engages the Temporary or the Temporary within the same period commences work for the Client pursuant to being supplied by another employment business or begins an engagement with someone else to whom an introduction has been made by the Client. The introductory fee shall again be in accordance with the scale of fees for the introduction of permanent staff but the relevant percentage of annual remuneration payable in each band of the scale shall be increased by 10% so that the lowest percentage payable shall be 28% and the rebate provisions will not apply.

6.5 Where the Client directly engages the Temporary or the Temporary commences work for the Client pursuant to being supplied by another employment business, the Client shall have the right (instead of paying the introductory fee) to elect by notice in writing to Rayment to have a hire period for the Temporary of 22 weeks beginning from the date of receipt of the notice by Rayment on terms and conditions of hire as set out in this Agreement. In the event of such an election, an introductory fee as defined in this paragraph shall remain payable if Rayment is unable to supply the Temporary through no fault of its own.

6.6 When a Temporary worker is taken on by the Client, the Client will agree to pay the hourly rate advised at the time of Engagement by Rayment. The hourly rate is calculated to the nearest quarter of an hour. No charge will be made for lunch breaks provided that these are marked by the Client on the signed timesheets (see below). Charges will be inclusive of Employer's National Insurance contributions and holiday pay which Rayment is required to pay to the Temporary worker. Employee's National Insurance Contributions, Income Tax and any other statutory costs will be deducted from the Temporary's wages by law and payable by Rayment under the current P.A.Y.E scheme.

6.7 The Client will be responsible for adequate insurance cover whilst the Temporary is under the Client's direction and command, to the extent that the Temporary has full benefit of coverage from any liability which might arise. If a work permit or visa is required then it is up to the Client to request one. It is the Client's responsibility to ensure compliance with all requirements of the law relating to the employment of foreign nationals and the prevention of illegal working including (without limitation) ensuring that overseas students do not exceed permitted hours of work.

6.8 Temporaries are under the supervision and control of the Client at all times whilst under contract from Rayment. If, for any reason the Client is not satisfied with the Temporary provided, then they should notify Rayment within 4 hours of the Temporary commencing, if the booking is for more than 7 hours. If the booking is for less than 7 hours the Client should notify Rayment within 2 hours. In each case if Rayment is notified within these time scales then no charge will be made. Outside of these time scales, a charge will be made for all hours worked as per the standard terms outlined above. Notification should be made by the Client to one of Rayment's branch managers in the event of the Client not being satisfied with the Temporary's conduct and/or performance.

Where a confirmed booking for a Temporary is cancelled by the Client with 24 hours' notice or less prior to the agreed start time, Rayment Recruitment Ltd reserves the right to charge the Client the full cost of the booking, calculated in accordance with the agreed charge rates and hours for that booking

6.9 If Rayment receives information which gives it reasonable grounds to believe that a Temporary is unsuitable for a position to which he or she has been supplied, then Rayment shall notify the Client of the situation and end the supply of that Temporary to the Client.

6.10 Rayment will make every effort to give satisfaction to the Client by ensuring reasonable standards of skill, integrity and reliability but will not be responsible for any loss, expense, damage or delay arising from failure to provide a Temporary for all or part of the period of the Client's booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary or if the Temporary terminates the booking for any reason.

6.11 After each week of a Temporary contract, Rayment will issue an invoice to the Client. The Client is required to sign timesheets each week. The signature of such timesheets constitutes acceptance that the Temporary has worked satisfactorily for the hours indicated on the timesheet. Failure to sign the timesheet does not alter the Clients liability to pay for hours worked. Where a timesheet is not signed, Rayment will obtain the number of hours worked from the Temporary.

6.12 Failure to pay within the specified time will incur interest and compensation charges at the relevant rates prescribed under the Late Payment of Commercial Debts (Interest) Act 1998 from time to time.

6.13 Overtime will be calculated on a daily basis and will be charged at the following rates on the normal hourly rate. For :-

Office Staff
Monday to Friday - times over 8 hours / day 1 ½
Saturday - times on all hours 1 ½
Sunday and Bank Holidays - times on all hours 2

Non Office Staff
Monday to Friday - times over 8 hours / day and Midnight to 6am 1 ½ Saturday - times on all hours 1 ½
Sunday and Bank Holidays - times on all hours 2

6.14 Evidence of Right To Work checks completed by Rayment Recruitment, are available on request for chosen candidate.

7. Scale of Fees for the Introduction of Candidates

7.1 Unless otherwise agreed in writing between us, the following rates based upon the Candidate's Remuneration (including benefits) will apply ("the Standard Rate") plus VAT:

Up to £14,999	18%
£15,000 to £24,999	22%
£25,000 to £49,999	25%
£50,000 to £99,999	30%
£100,000 upwards	33%

Temporary rates are available upon request.

7.2 A notional £5,000 will be added to the Candidates salary for the purposes of calculating the gross annual remuneration if a motor vehicle is provided.

7.3 If after accepting these Terms and Conditions it is found in Rayment's reasonable opinion that the Client has withheld any material information relating to the successful placement of a Candidate either temporary or permanent, the Client will incur an additional 10% charge against the Standard Rate charges and any previous agreements to vary such Standard Rate fees will void. In such circumstances, no relevant rebate shall apply either.

7.4 For any Candidates employed or retained by the Client on either a self-employed or commission only basis a minimum flat fee of £5,000 (plus VAT) will be payable by the Client.

8. Rebate Guarantee

8.1 If any Candidate's engagement is terminated in accordance with clause 5.5 above within the period specified below, a rebate will be given according to the scale shown below.

8.2 For an Engagement terminating during or at the end of:

		Rebate
Week	1	75%
Weeks	2 - 3	60%
Weeks	4 - 5	50%
Weeks	6 - 7	25%
Weeks	8 - 9	10%
Weeks	10 - 12	5%

8.3 As per clause 5.5 above, any rebate will only apply if payment of Rayment's entire invoice has been made within the specified 28 day period. Should any Candidate's engagement be terminated within 28 days of the start of the Engagement, in order to qualify for a rebate the Client must (i) inform Rayment in writing (email being sufficient for this purpose) within 3 days of the Candidate's termination, and (ii) make payment of the relevant fee allowing for the rebate which applies as per clause 8.2 above to Rayment within 5 working days of the date Rayment is so informed of the termination.

8.4 The rebate period does not include trial periods, sickness or holidays taken within this time limit.

8.5 Furthermore, where Rayment has given a discounted rate (in writing) beyond the Standard Rate set out at clause 7.1 above for any reason, it is agreed that such discount is conditional upon payment of Rayment's invoice by the due date. It is agreed that the discount will be lost and that payment will be due at the full Standard Rate once the due date on the invoice has passed without payment having been received by Rayment. Interest will also be payable on unpaid sums as stated under clause 3.6 above.

8.6 For the avoidance of any doubt, if after accepting these terms and conditions of business it is found that the Client has withheld any information relating to the Engagement of a Candidate, neither any discounted rate nor any Rebate Guarantee will apply.

9. General

9.1 Rayment reserves the right, in its sole discretion, to terminate this Agreement at any time without liability to the Client.

9.2 These standard terms and conditions of business are subject to any changes agreed between the parties at the outset and no variation of these Terms and Conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

9.3 Nothing in these Terms and Conditions limits or excludes the liability of Rayment (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) for death or personal injury resulting from negligence, or for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by Rayment.

9.4 Rayment shall not be liable (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of contract, loss of corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses arising from the Engagement of the Client.

9.5 Rayment's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise

arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the price paid for the Services.

9.6 Rayment and the Client are committed to anti-discriminatory practice in the recruitment, employment of staff and in delivery of services.

9.7 Both parties will treat as confidential all information made available by one to the other in whatever format and, in particular, neither party shall use or disclose to any third party (except as required by law or with the written consent of the other) any information disclosed to it and will not utilise that information for any purpose other than the implementation of this agreement.

9.8 To the extent that any personal data or information belonging to the client is their personal data within the meaning of the General Data Protection Regulation 2018 or any equivalent legislation. Rayment Recruitment Ltd will collect, process and store such data and information only in accordance with the clients /candidates consent, for the purposes of employment.

9.9 The Client shall not, without the prior written consent of Rayment, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under these Terms and Conditions.

9.10 Rayment may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights under these Terms and Conditions and may subcontract or delegate in any manner any or all of its obligations under these Terms and Conditions to any third party or agent.

9.11 The parties agree that neither of them will either on their own account or in partnership or association with any person, firm, company or organisation, or otherwise and whether directly or indirectly during, or for a period of 12 months from, the end of the term of this agreement, solicit or entice away or attempt to entice away or authorise the taking of such action by any other person, any key executive of the other party who has worked on the Services provided under this agreement at any time during the term of this agreement.

9.12 Each party that has rights under these Terms and Conditions is acting on its own behalf and not for the benefit of another person.

9.13 Nothing in these Terms and Conditions is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

9.14 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part that wholly or partially invalid or unenforceable provision shall, to the extent required, be deemed severed from these Terms and Conditions but the validity of the other provisions of these Terms and Conditions and the remainder of the provisions in question shall not be affected thereby and shall continue in full force and effect.

9.15 These Terms and Conditions constitute the whole agreement between the parties and supersede all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into these Terms and Conditions, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these Terms and Conditions. Nothing in this clause shall limit or exclude any liability for fraud.

9.16 A person who is not a party to this agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999

9.17 These Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of England and subject to the exclusion jurisdiction of the English courts.

Signed for and on behalf of Rayment Recruitment Limited (Rayment)	Signed for and on behalf of
Signed:	Signed:
Name:	Name:
Position:	Position:
Date:	Date: