## SHERIDAN MAINE SOUTH EAST LIMITED

### TERMS AND CONDITIONS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT OR CONTRACT STAFF TO BE DIRECTLY EMPLOYED BY THE CLIENT

**1. DEFINITIONS**

1.1. In these Terms and Conditions of Business the following definitions apply:

**"Applicant"** means the person introduced by the Agency to the Client for an Engagement including any officer or employee of the Applicant if the Applicant is a limited company and members of the Agency's own staff;

**"Agency"** means the employment agency Sheridan Maine South East Limited, Meriden Hall, Main Road, Meriden, Warwickshire, CV7 7PT;

**"Contract"** means these Terms and Conditions of Business between the Agency and the Client;

**"Client"** means the person; firm or corporate body together with any Client Associated Company to which the Applicant is introduced;

**"Client Associated Company"** means, any holding company or undertaking of the Client and any subsidiaries and subsidiary undertakings of the Client or such holding company or undertaking, where a "subsidiary", "subsidiary undertaking" and "holding company" have the meanings ascribed to them by the Companies Act 2006

**"Data Protection Legislation"** means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended

**"Engagement"** means the engagement, employment or use of the Applicant by the Client or any third party 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 Applicant is an officer or employee;

**"Introduction"** means (i) the Client's interview of an Applicant in person or by telephone, following the Client's instruction to the Agency to search for an Applicant; or (ii) the passing to the Client of a curriculum vitæ or information which identifies the Applicant; and which leads to an Engagement of that Applicant;

**"Introduction Fee"** means the fee payable by the Client to the Agency for an Introduction resulting in an Engagement;

**"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 Applicant for services rendered to or on behalf of the Client. Where the Client provides a company car, a notional amount of £5000 will be added to the salary in order to calculate the Agency's fee.

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

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

**2. THE CONTRACT**

2.1. These Terms and Conditions of Business constitute the contract between the Agency and the Client ("the Contract") and are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant or the passing of any information about the Applicant to any third party following an Introduction.

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

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

2.4 Sheridan Maine South East Limited has assigned its invoices to Network Ventures Limited and therefore all payments will be made to Network Ventures Limited.

2.5 These Terms are valid from 1st August 2017 and supersede any previous terms of business that may be in force.

**3. NOTIFICATION AND FEES**

3.1 The Client agrees:

a) To notify the Agency immediately in writing of any offer of an Engagement which it makes to the Applicant;

b) To notify the Agency immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Agency; and



c) To pay the Agency's fee within 21 days of the date of invoice.

3.2 Except in the circumstances set out in clause 3.4.2 and 5.1 below, no Introduction fee is incurred by the Client until the Applicant commences the Engagement when the Agency will render an invoice to the Client for its fees.

3.3 The Agency reserves the right to charge interest on invoiced amounts unpaid for more than 21 days at the rate of 4% per annum above the base rate of the Bank of England at the time being in force on any such invoice amounts calculated on a daily basis.

3.4 Introduction Fees:

3.4.1 The Introduction Fee payable to the Agency by the Client for an Introduction resulting in an Engagement is in accordance with the following scale of fees expressed as a percentage of the anticipated first year's gross annual remuneration plus VAT

| | |
|---|---|
| Salary up to £40,000 | 20% |
| Salary from £40,001 to £74,999 | 25% |
| Salary from £75,000 | 30% |

3.4.2 Where the Client engages the Agency on a retained basis the fees outlined in clause 3.4.1 remain however the fee structure is 25% of the total assumed fee on agreement (7 day payment terms and non-refundable) and the remaining 75% on commencement of the Engagement.

3.5 In the event that the Engagement is for a fixed term of less than 12 months, the Introduction Fee in clause 3.4.1 will apply but will be 150% of the pro-rated permanent fee. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 6 calendar months from the date of termination of the first Engagement, the Client shall be liable to pay a further Introduction Fee (calculated in the same way) based on the additional Remuneration applicable for the period of Engagement following the initial fixed term. If the Client subsequently engages or re-engages the Applicant within the period of 6 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full Introduction Fee calculated in accordance with clause 3.4.1 above becomes payable.

3.6 Fees for part-time Engagements (which are deemed to be 27 hours or less per week) are 70% of the relevant fee above.

**4. REFUNDS**

4.1. In the event that an Engagement terminates within eight weeks of its commencement date, the Agency shall provide a refund provided that:

(a) The Agency has received payment of all invoices in accordance with the Terms of Business;

(b) The Agency receives written notification from the Client of the termination of Engagement within seven days of such termination;

(c) The termination is not due to redundancy.

4.2. There will be no refund where the Applicant leaves during or after the 9th week of Engagement.

4.3. The refund payable subject to clause 4.1 and the date on which termination occurred will be as follows:-

| | |
|---|---|
| Commencement date to fourth week | 100% refund |
| Fifth to eighth week | 50% refund |
| Ninth week and beyond | 0% refund |

4.4. For the avoidance of doubt only one refund will be provided per role.

4.5. All requests for refunds must be addressed in writing or email for the attention of the Managing Director.

4.6. For the avoidance of doubt this clause, clause 4, does not apply to fixed term contracts.

**5. CANCELLATION FEE**

5.1 If, after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Agency a minimum fee of 7% of the annual Remuneration.

**6. INTRODUCTIONS**

6.1. Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Agency which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Agency's fee as set out in clause 3.4 with no entitlement to any refund.

6.2 An Introduction fee calculated in accordance with clause 3.4 will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through the Agency, whether direct or indirect, within 6 months from the date of the Agency's introduction.

6.3 Where the amount of the actual Remuneration is not known the Agency will charge a fee calculated in accordance with clause 3.4 on the minimum level of remuneration applicable for the position in which the Applicant has been engaged with regard to any information supplied to the Agency by the Client

and/or comparable positions in the market generally for such positions.

6.4 In the event that any employee of the Agency with whom the Client has had personal dealings accepts an Engagement with the Client within 3 months of leaving the Agency's employment, the Client shall be liable to pay an Introduction Fee to the Agency in accordance with clause 3.4.1.

**7. SUITABILITY AND REFERENCES**

7.1 The Agency endeavours to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation of the Applicant's identity; that the Applicant 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 Applicant is willing to work in the position which the Client seeks to fill.

7.2 At the same time as proposing an Applicant to the Client the Agency shall inform the Client of such matters confirmed and referred to in clause 7.1 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, except where the Applicant is being proposed for a position which is the same as one in which the Applicant had worked within the previous five business days and such information has already been given to the Client.

7.3 The Agency endeavours to take all such steps as are reasonably practicable to ensure that the Client and Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position which the Client seeks to fill.

7.4 The Agency endeavours 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 Applicant for the Applicant to work in the position which the Client seeks to fill.

7.5 Notwithstanding clauses 7.1, 7.2, 7.3 and 7.4 above the Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant to it or the Agency before engaging such Applicant. 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 Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.

7.6 To enable the Agency to comply with its obligations under clauses 7.1, 7.2, 7.3 and 7.4 above the Client undertakes to provide to the Agency details of the position which the Client seeks to fill, including the type of work that the Applicant 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 Applicant 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 Applicant 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 Applicant would be entitled to give and receive to terminate the employment with the Client.

**8. LIABILITY**

8.1 The Agency 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 the Agency seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of the Agency to introduce any Applicant. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence.

**9. LAW**

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

**10. FORCE MAJEURE**

10.1 Except as otherwise provided, neither party shall be obligated to perform hereunder and neither shall be deemed to be in breach if performance is prevented by (i) fire, earthquake, flood, wind, typhoon, water, act of God, riot, civil commotion, or other matter or condition of like nature, or (ii) any law, ordinance, rule, regulation or order of any public, governmental or military authority stemming from the existence of economic controls, riot, hostilities, war or governmental law and regulations.

**11. ASSIGNMENT**

11.1 The Client or Agency shall not without the consent in writing of the other party assign or transfer the Contract or any part, share or ( interest therein.

**12. CONFIDENTIAL INFORMATION**

12.1 The Client agrees to treat the Contract as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any person or otherwise make use of or permit to be ( made use of any unpublished information relating to the Agency's technology, or other know-how, business plans or finances or any such information relating to a subsidiary, supplier, customer or client of the Agency where the information was received during the period of the Contract and upon termination of the Contract for whatever reason the Client shall deliver up to the Agency all working papers, computer disks and tapes or other material and copies provided to or prepared by the Client pursuant either to the Contract or to any pervious obligation owed to the Agency.

**13. DATA PROTECTION**

13.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

13.2 Without prejudice to the generality of clause 13.1, the Client shall, in relation to any personal data processed in connection with the performance by the Client of its obligations under this agreement:

a) Ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

b) Ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

c) not transfer any personal data outside of the European Economic Area unless such transfer is permitted under Data Protection Legislation.

**14. PARTNERSHIP**

14.1 The provisions of the Contract shall not be deemed to constitute a partnership between the parties.

**15. ECONOMIC AND MONETARY UNION**

15.1 A decision by the United Kingdom to join or not to join the Economic and Monetary Union will not itself cause this Agreement to be terminated or entitle one party unilaterally to vary or terminate it.

**16. THIRD PARTY RIGHTS**

16.1 No provision in the Contract is intended to or does confer upon any third party any benefit or right enforceable by the third party.

**17. DISPUTE RESOLUTION**

17.1 Any question or difference which may arise concerning the Terms and Conditions of Business will be dealt with as follows:

a) The first instance between the Agency Recruitment Consultant and the relevant Client;

b) If not resolved, the issue may be escalated to an Agency Director and the relevant Client's' Senior Representative;

c) If the issue cannot be resolved at either of the first two levels, the matter will be escalated to the Agency's Managing Director.

**18. SEVERABILITY**

If any term of the Contract is found to be illegal, invalid or unenforceable under any applicable law, such terms shall, insofar as it is severable from the remaining terms, be deemed omitted from the Contract and shall in no way affect the legality, validity or enforceability of the remaining terms.

**19. WAIVER**

No failure to exercise, nor delay or omission by any party in exercising any right, power or remedy conferred on it under this Agreement or provided by law shall affect that right or remedy; or operate as a waiver of it nor will any partial exercise by any party of any right or remedy prevent any further exercise of that right or remedy or the exercise of any other right or remedy.

## SHERIDAN MAINE SOUTH EAST LIMITED

## TERMS AND CONDITIONS OF BUSINESS FOR THE SUPPLY OF TEMPORARY WORKERS

**1. DEFINITIONS**

In these Terms and Conditions of Business the following definitions shall apply:-



"**Assignment**" means the period during which the Worker is supplied to provide services to the Hirer;

**"AWR"** means the Agency Workers Regulations 2010;

**"Engages/Engaged/Engagement"** means the engagement, employment or use of the Worker directly by the Hirer 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; an agency, license, franchise or partnership arrangement; or any other engagement, directly or through a limited company of which the Worker is an officer or employee;

**"Introduction"** means (i) the Hirer's interview of a Worker in person, through the internet or by telephone, following the Hirer's instruction to Sheridan Maine to supply a Worker; or (ii) the passing to the Hirer of a curriculum vitae or information which identifies the Worker; and which leads to an Engagement of that Worker;

**"Introduction Fee"** means the fee payable in accordance with clause 8.1 below and Regulation 10 of the Conduct of Employment Agencies and Employment Business Regulations 2003;

"**Hirer**" means the person, firm or company to whom Sheridan Maine supplies a Worker;

**"Hirer Associated Company"** means any holding company or undertaking of the Hirer and any subsidiaries and subsidiary undertakings of the Hirer or such holding company or undertaking, where a

"subsidiary", "subsidiary undertaking" and "holding company" have the meanings ascribed to them by the Companies Act 2006

"**Sheridan Maine**" means the employment business Sheridan Maine South East Limited, Meriden Hall, Main Road, Meriden, Warwickshire, CV7 7PT;

**"Data Protection Legislation"** means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended

**"Remuneration"** includes base salary, 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 Worker for services rendered to or on behalf of the Hirer or any third party. Where a Company Car is provided, a notional amount of £5,000 will be added to the salary in order to calculate Sheridan Maine's fee.

"**Services**" means the introduction and/or provision of a Worker(s) to the Hirer in accordance with these Terms;

"**Terms**" means these Terms and Conditions of Business;

**"Transfer Fee"** means the fee payable in accordance with clause 8.1 below and Regulation 10 of the Conduct of Employment Agencies and Employment Business Regulations 2003;

**"Contract"** means these Terms between Sheridan Maine and the Hirer;

"**Worker**" means any person, firm, business or limited company employed or engaged by Sheridan Maine and introduced to or supplied to the Hirer for the purpose of carrying out work.

**2. THE TERMS**

2.1 These Terms shall govern the supply of Workers to the Hirer by Sheridan Maine and are effective from the date a Worker commences an Assignment with the Hirer.

2.2 The hire or use of a Worker by the Hirer shall be deemed to constitute acceptance by the Hirer of these Terms.

2.3 These Terms contain the entire agreement between the parties ("the Contract") and shall prevail over any other terms and conditions or purchase conditions put forward by the Hirer.

2.4 All Workers supplied to the Hirer shall be engaged by Sheridan Maine under a contract for services.

2.5 In supplying the Services Sheridan Maine is acting as an employment business in terms of section 13 of the Employment Agencies Act 1973.

2.6 In the event that any employee of Sheridan Maine with whom the Hirer has had personal dealings accepts an Engagement with the Hirer within 3 months of leaving Sheridan Maine, the Hirer shall be liable to pay an introduction fee to Sheridan Maine in accordance with clause 9.

2.7 No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between a Director of Sheridan Maine and the Hirer and are set out in writing and a copy of the varied terms is given to the Hirer stating the date on or after which such varied terms shall apply.

2.8 These Terms are valid from 1st August 2017 and supersede any previous terms of business that may be in force.

2.9 Sheridan Maine may consult credit reference agencies in order to assess the credit worthiness of the Hirer by appropriate authorised and trained personnel.

2.10 Sheridan Maine South East Limited has assigned its invoices to Network Ventures Limited and therefore all payments will be made to Network Ventures Limited.

**3. THE CHARGES**

3.1 The Hirer agrees to pay such charges of Sheridan Maine as shall be notified to and agreed with the Client. The charges are calculated according to the number of hours/days worked by the Worker (to the nearest quarter hour, if appropriate) and comprise mainly the Worker's remuneration but also Sheridan Maine's commission calculated as a percentage of the Worker's hourly/daily rate, Employer's National Insurance contribution, any sums in respect of holiday pay or any other statutory entitlement of the Worker and any travel, hotel or other expenses as may have been agreed with the Hirer or, if there is no such agreement, such expenses as are reasonable. VAT, if applicable, is payable on the entirety of these charges.

3.2 Sheridan Maine shall be entitled at any time during the course of an Assignment to notify the Hirer of any increase to the charges that are required to comply with any additional liability imposed by statute or other legal requirement or entitlement, including but not limited to the AWR.

3.3 Sheridan Maine's charges invoiced to the Hirer are payable not later than 21 days from the date of the invoice. Sheridan Maine reserves the right to charge interest on any invoices unpaid after such date at a rate equal to 4% above the base rate of the Bank of England at the time being in force calculated on a daily basis.

3.4 Sheridan Maine will, where appropriate, be responsible for the payment of remuneration, and for the deduction and payment of all statutory contributions, National Insurance contributions and the administration of Schedule E Income Tax (P.A.Y.E.) in respect of the Worker where appropriate.

3.5 There are no rebates or refunds payable in respect of the charges made by Sheridan Maine hereunder unless these have been previously agreed in writing by a Director of Sheridan Maine.

3.6 If the Hirer fails to pay any invoices by the due date Sheridan Maine reserve the right to terminate the Contract and upon such termination, all unpaid invoices which have not as yet become due for payment, shall immediately become payable in full.

3.7 Sheridan Maine understand and will exercise its statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if Sheridan Maine is not paid in accordance with the agreed payment terms.

3.8 All bonus payments authorised by the Hirer and paid by Sheridan Maine on behalf of the Hirer are subject to standard charges as per clause 3.1.

**4 TIMESHEETS**

4.1 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 Hirer shall sign and pass to Sheridan Maine the Sheridan Maine time sheet verifying the number of hours worked by the Worker during that week.

4.2 Signature of the timesheet by the Hirer is confirmation of the number of hours worked. If the Hirer is unable to sign a timesheet produced for authentication by the Worker because the Hirer disputes the hours claimed, the Hirer shall inform Sheridan Maine within 48 hours and shall co-operate fully and in a timely fashion with Sheridan Maine to enable Sheridan Maine to establish what hours were worked by the Worker. Failure to sign the timesheet does not absolve the Hirer's obligation to pay the charges in respect of the hours worked.

4.3 The Hirer shall not be entitled to decline to sign a timesheet on the basis that he is dissatisfied with the work performed by the Worker. In cases of unsuitable work the Hirer shall apply the provision of Clause 5 below.

**5 COMPLAINTS**

5.1 In the event that the Hirer has any reasonable cause to complain to Sheridan Maine about a Worker or the standard of work carried out by a Worker, the Hirer must notify Sheridan Maine of the complaint within 4 hours of the Worker commencing the Assignment. In those circumstances Sheridan Maine will make no charge for the Worker up to a maximum of 4 hours, providing the complaint is received within the said 4 hour period and confirmed in writing by the Hirer and such confirmation is received by Sheridan Maine within 48 hours of the original complaint.

**6 STANDARD OF WORK**

6.1 All Workers are deemed to be under the exclusive direction, supervision and control of the Hirer from the time the Worker first reports at the Hirer's premises to take up duties and for the duration of the Assignment.

6.2 During the Assignment the Hirer shall:-

6.2.1 specify the manner in which the Worker carries out the work; and undertake to supervise the Worker sufficiently to ensure the Hirer's satisfaction with the standard of work.

**7 INFORMATION TO BE PROVIDED BY THE HIRER**

7.1 Before Sheridan Maine will supply a Worker to the Hirer, the Hirer must provide Sheridan Maine with the following information:-

7.1.1 confirmation of the identity of the Hirer and the nature of the Hirer's business

7.1.2 the date on which the Hirer wants the Worker to start work and the duration or likely duration of the Assignment

7.1.3 the number of hours per week which the Hirer will require the Worker to work in order that Sheridan Maine can comply with its duties under the Working Time Regulations 1998

7.1.4 the position, including the type of work the Worker will be required to do, and the location at which the Worker will be required to work

7.1.5 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 Worker is being introduced for an Assignment in the same position as one in which the Worker had previously been supplied within the previous five business days and such information has already been given to the Hirer, unless the Hirer requests that the information be resubmitted.

7.1.6 Any risks to health and safety known to the Hirer and the steps taken by the Hirer to prevent or control such risks. The Hirer must carry out appropriate risk assessments and inform Sheridan Maine of all known risks relevant to any Worker, site, equipment and working conditions relevant to the Assignment and the controls that have been put in place to prevent or control such risks.

7.1.7 The experience, training, qualifications and any Authorisation which the Hirer considers necessary or the Worker requires to have by law or by the requirements of any professional body in order to carry out the Assignment.

7.1.8 Full and accurate information concerning the pay; the duration of working time; night work; rest periods; rest breaks and annual leave (as these terms are defined in the AWR) applicable to any worker or employee that would be recruited directly by the Hirer to do the same job as the Worker;

7.1.9 Any expenses payable by or to the Worker.

7.1.10 Any other information considered necessary by Sheridan Maine in order to comply with all statutory requirements from time to time.

**8. TRANSFER AND INTRODUCTION FEES**

8.1 In the event of the Engagement by the Hirer of a Worker supplied by Sheridan Maine 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 Worker worked on the Assignment the Hirer shall be liable, to either:

(a) Subject to electing by 7 days prior written notice, an extended period of hire of the Worker being 26 weeks during which the Hirer shall pay the current charge agreed pursuant to clause 3.1 for each hour/day the Worker is so employed or supplied; or

(b) A Transfer Fee calculated as in accordance with the Scale of Fees for the introduction of permanent or Contracted Staff, as stated below and expressed as a percentage of the anticipated first year's gross annual remuneration plus VAT.

Salary up to £40,000 20%
Salary from £40,001 to £74,999 25%
Salary from £75,000 30%

If the actual amount of the remuneration is not known, the charges agreed pursuant to clause 3.1 multiplied by 300

No refund of the Transfer Fee shall be paid in the event that the Engagement subsequently terminates.

VAT is payable in addition to any fee due.

8.2 In the event that there is an Introduction of a Worker to the Hirer which does not result in the supply of that Worker by Sheridan Maine to the Client, but which leads to an Engagement of the Worker by the Hirer either directly or pursuant to being supplied by another Employment Business within 6 months from the date of introduction the Hirer shall be liable, to either:

(a) Subject to electing upon giving 7 days' notice, a period of hire of the Worker being 26 weeks during which the Hirer shall pay the charges agreed pursuant to clause 3.1 above for each hour/day the Worker is so employed or supplied; or

(b) An Introduction Fee calculated as follows: As a transfer fee calculated as in accordance with the Scale of Fees for the
introduction of Permanent or Contracted Staff, as per

(c) 8.1 (b) or, if the actual amount of the Remuneration is not known, the charges agreed pursuant to clause 3.1 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.

Where the Hirer does not give such notice before the Worker is Engaged the parties agree that the Transfer Fee shall be due.

8.3 In the event that the Engagement of the Worker is for a fixed term less than 12 months, the fee in clause 8.1 (b) or 8.2 (b), calculated as a percentage of the Remuneration, will 150 % of the pro-rated permanent fee. If the Engagement is extended beyond the initial fixed term or if the Hirer re-engages the Worker within 6 months of the termination of the first Engagement the Hirer shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is sooner.

8.4 If the Hirer elects for an extended period of hire, as set out in clauses 8.1 (a) or 8.2 (b), but before the end of such period Engages the Worker supplied by Sheridan Maine either directly or pursuant to being supplied by another



employment business or the Worker chooses not to be supplied for the period of hire, the Introduction Fee calculated in accordance with either 8.1 (b) or 8.2 (b) may be charged, reduced by such percentage to reflect any period of hire already undertaken by the Worker and paid for by the Hirer.

8.5 In the event that a Worker supplied to a Hirer is introduced by the Hirer to a third party which results in Engagement of the Worker by the third party 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 the 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 Worker worked on the Assignment. The Hirer shall be liable to pay a Transfer Fee calculated in accordance with clause 8.1 (b).

8.6 In the event that there is an Introduction of a Worker to the Hirer which does not result in the supply of that Worker by Sheridan Maine to the Hirer but the Worker is introduced by the Hirer to a third party which results in the Engagement of the Worker by the third party within 6 months from the date of Introduction the Hirer shall be liable, to an Introduction Fee calculated in accordance with clause 8.2 (b).

**9. LIABILITY**

9.1 Whilst every effort is made by Sheridan Maine to ensure the reasonable standards of skill and reliability of the Worker provided to the Hirer and to provide the Worker in accordance with the assignment details and requirements of the Hirer, Sheridan Maine shall not be liable for:-

(a) any losses, damages, costs, expenses or delay arising directly or indirectly from Sheridan Maine's failure to provide any Worker for all or part of the period of the assignment;

(b) any losses, damages, costs, expenses or delay arising directly or indirectly from any act or omission whatsoever of the Worker.

9.2 Notwithstanding any other provision contained herein (save for death or personal injury) Sheridan Maine's entire liability under these Terms shall not exceed the annual value of the fees received by it from the Hirer arising from Sheridan Maine's provision of the Services pursuant to these Terms.

9.3 Save as expressly provided for under these Terms, Sheridan Maine shall not be liable for any incidental, indirect, special, punitive or consequential loss or damage, including but not limited to any loss of business, revenue, profits, loss of or use of data, loss of savings or anticipated savings, loss of investment, loss of goodwill, loss of extra administrative cost whether or not foreseeable or cost of capital arising out of or in connection with the provision of the Services and/or these Terms.

9.4 The Hirer shall advise Sheridan Maine of any special health and safety matters about which Sheridan Maine is required to inform the Worker and about any requirements imposed by law or by any professional body, which must be satisfied if the Worker is to fill the Assignment. The Hirer will assist Sheridan Maine in complying with Sheridan Maine's duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by Sheridan Maine and the Hirer will not do anything to cause Sheridan Maine to be in breach of its obligations under these Regulations. Where the Hirer requires or may require the service of a Worker for more than 48 hours in any week, the Hirer must notify Sheridan Maine of this requirement before the commencement of that week.

9.5 When making a request for a Worker, the Hirer shall provide the following information to Sheridan Maine: specific details of the role or position to be filled, nature of the work, the location and working conditions, the experience and qualifications required, the requested commencement date and the duration or likely duration.

9.6 The Hirer undertakes not to request the supply of a Worker to perform the duties normally performed by a Worker who is taking part in official Industrial action or duties normally performed by someone who has been transferred by the Hirer to perform the duties of the person on strike or taking official Industrial action.

9.7 The Hirer undertakes that it knows of no reason why it would be detrimental to the interests of the Worker for the Worker to fill the Assignment.

**10. INDEMNITY**

10.1 The Hirer shall indemnify and keep indemnified Sheridan Maine on demand from and against any and all losses, claims, damages, costs (including legal costs on a full and unqualified indemnity basis) charges, expenses, liabilities or demands, proceedings and actions which Sheridan Maine may sustain or incur or which may be brought or established against Sheridan Maine by any person (including a Worker) arising out of or in relation to the supply (or attempted supply) of the Worker to the Hirer or the breach of any of these Terms by the Hirer. For the avoidance of doubt this includes any personal injury claims of whatsoever nature and shall also include any claim by any Worker against Sheridan Maine arising out of any breach of the AWR.

10.2 Any exclusion or limitation clause or right of indemnity in these Terms shall inure not only to the

benefit of Sheridan Maine but also of its directors, servants and agents.

**11. UNDERTAKINGS BY THE HIRER**

11.1 The Hirer undertakes to comply in all respects with all statutes, statutory instruments, codes of practice and other legal obligations and requirements to which the Hirer is ordinarily subject in respect of the Hirer's own staff in relation to any Worker assigned to the Hirer.

11.2 The Hirer undertakes, at all times, to comply in full with the requirements of the AWR and shall notify Sheridan Maine immediately in the event that any Worker intimates a claim or a questionnaire under the AWR to the Hirer. Without prejudice to the terms of the indemnity under Clause 11.1 above in the event of any claim by any Worker under Regulations 5 and 6 of the AWR the Hirer shall provide, at its own cost, such reasonable assistance as Sheridan Maine may require to assist in the defence of any such claim.

11.3 The Hirer undertakes to effect and maintain adequate levels of insurance cover in order to meet its obligations herein, including but not limited to Employer's Liability and Public Liability insurance cover.

11.4 The Hirer undertakes not to instruct any Worker to carry out duties outside the scope of the Assignment nor to carry out any duties for which particular skills and experience are required and which have not been previously specified to Sheridan Maine. Where Sheridan Maine provides its consent, such consent shall only be granted on the basis that the Hirer has in place appropriate insurance to the satisfaction of Sheridan Maine and which has been endorsed for Sheridan Maine's benefit.

11.5 The Hirer shall not give to the Worker any cash, cheque or other valuables without the prior written approval of Sheridan Maine. In the event that Sheridan Maine provide written approval under this sub-clause they shall not be responsible for any loss that the Hirer incurs by virtue of providing such cash, cheque or other valuables.

11.6 The Hirer shall notify Sheridan Maine immediately in the event that a Worker fails to attend work when expected.

11.7 The Hirer shall notify the Health & Safety Executive under RIDDOR immediately in the event that the Worker is involved in any accident or sustains any injury whilst on Assignment to RIDDOR.

11.8 Where Sheridan Maine supplies a Worker who is requested to drive a Hirer's vehicle, the Hirer shall check references of Temporary Drivers, and will examine driving licences and permits. Notwithstanding this the Hirer agrees to take direct responsibility for all statutory duties where applicable in respect of driving licence, maintenance and safety of vehicles, Health and Safety Regulations, and Road Traffic liability insurances: including but not limited to fully comprehensive insurance for the vehicle to be driven and its contents.

11.9 The Hirer shall immediately provide to Sheridan Maine notification of any changes to the information which it has provided to Sheridan Maine under clause 8 as soon as the Hirer becomes aware of any such changes.

11.10 Where any Worker has been provided to the Hirer or any Hirer Associated Company (whether by Sheridan Maine or any other party) to carry out broadly the same role as required under the Assignment the Hirer shall immediately notify Sheridan Maine of both that fact and the dates upon which any such Worker was so supplied.

11.11 The Hirer shall not give a Worker keys to their premises or key holder responsibilities without the prior written consent of Sheridan Maine.

**12. TERMINATION**

12.1 The Hirer undertakes to supervise the Worker sufficiently to ensure the Hirer's satisfaction with the Worker's standards of workmanship. If the Hirer reasonably considered that the services of the Worker are unsatisfactory, the Hirer may terminate the Assignment either by instructing the Worker to leave the Assignment immediately, or by directing Sheridan Maine to remove the Worker. Sheridan Maine may, in such circumstances, reduce or cancel the charges for the time worked by that Worker, provided that the Assignment terminates:-

(a) Within four hours of the Worker 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 also provided that notification of the unsuitability of the Worker is confirmed in writing to Sheridan Maine within 48 hours of the termination of the Assignment.

12.2 Any of the Hirer, Sheridan Maine or the Worker may terminate an Assignment at any time without prior notice and without liability.

12.3 The Hirer shall notify Sheridan Maine immediately and without delay and in any event within 24 hours if the Worker fails to attend work or notifies the Hirer that the Worker is unable to attend work for any reason.

12.4 Sheridan Maine shall notify the Hirer immediately if it receives or otherwise obtains information which gives it reasonable grounds to believe that a Worker supplied to the Hirer is unsuitable for the Assignment and shall be entitled to terminate the Assignment forthwith by notice in writing without prior notice and without liability.

**13 VARIATION TO TERMS**

13.1 Save in relation to the items specified in clause 14.2 any variation of these Terms must be agreed in writing by a Managing Director of Sheridan Maine to be effective. In the event that a variation to these Terms is agreed,



Sheridan Maine will provide the Hirer with a new set of Terms setting out the details of the changes and stating the date on which the varied terms take effect within 7 working days of the date of agreement to the variation.

13.2 Any variation to the charges and any rebates or refunds will only be valid if previously agreed in writing by a manager of Sheridan Maine.

**14. LAW**

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

**15. FORCE MAJEURE**

15.1 Except as otherwise provided, neither party shall be obligated to perform hereunder and neither shall be deemed to be in breach if performance is prevented by (i) fire, earthquake, flood, wind, typhoon, water, act of God, riot, civil commotion, or other matter or condition of like nature, or (ii) any law, ordinance, rule, regulation or order of any public, governmental or military authority stemming from the existence of economic controls, riot, hostilities, war or governmental law and regulations.

**16. TRANSFER OF CONTRACT**

16.1 The Hirer or Sheridan Maine shall not without the consent in writing of the other party assign or transfer the Contract or any part, share or interest therein.

**17. CONFIDENTIAL INFORMATION**

17.1 The Hirer agrees to treat the Contract as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any unpublished information relating to Sheridan Maine technology, or other know-how, business plans or finances or any such information relating to a subsidiary, supplier, customer or client of Sheridan Maine where the information was received during the period of the Contract and upon termination of the Contract for whatever reason the Hirer shall deliver up to Sheridan Maine all working papers, computer disks and tapes or other material and copies provided to or prepared by the Hirer pursuant either to the Contract or to any pervious obligation owed to Sheridan Maine.

**18. DATA PROTECTION**

18.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 18 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

18.2 Without prejudice to the generality of clause 18.1, the Hirer shall, in relation to any personal data processed in connection with the performance by the Hirer of its obligations under this agreement:

a) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

b) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

c) not transfer any personal data outside of the European Economic Area unless such transfer is permitted under Data Protection Legislation.

**19. PARTNERSHIP**

19.1 The provisions of the Contract shall not be deemed to constitute a partnership between the parties.

**20. ECONOMIC AND MONETARY UNION**

20.1 A decision by the United Kingdom to join or not to join the Economic and Monetary Union will not itself cause the Contract to be terminated or entitle one party unilaterally to vary or terminate it.

**21. THIRD PARTY RIGHTS**

21.1 No provision in the Contract is intended to or does confer upon any third party any benefit or right enforceable by the third party.

**22. DISPUTE RESOLUTION**

22.1 Any question or difference which may arise concerning the Terms will be dealt with as follows:

(a) The first instance between the Sheridan Maine Branch and the relevant Hirer;

(b) If not resolved, the issue may be escalated to a Sheridan Maine Director and the relevant Hirers' Senior Representative;

(c) If the issue cannot be resolved at either of the first two levels, the matter will be escalated to the Sheridan Maine Managing Director.

**23. SEVERABILITY**

23.1 If any term of the Contract is found to be illegal, invalid or unenforceable under any applicable law, such terms shall, insofar as it is severable from the remaining terms, be deemed omitted from the Contract and shall in no way affect the legality, validity or enforceability of the remaining terms.

**24. WAIVER**

24.1 No failure to exercise, nor delay or omission by any party in exercising any right, power or remedy conferred on it under the Contract or provided by law shall affect that right or remedy; or operate as a waiver of it nor will any partial exercise by any party of any right or remedy prevent any further exercise of that right or remedy or the exercise of any other right or remedy.

**We hereby acknowledge receipt of these Terms and Conditions of Business and agree to be bound by them.**

_____

**Signed for and on behalf of the Client/ Hirer:**

**Print Name** _____

**Position** _____

**Dated** _____

**Company Name** _____

Sheridan Maine Operate an Equal Opportunities Policy