Law Staff Limited

Terms and Conditions of Business for the introduction of permanent staff or the supply of temporary/freelance and contract workers

1. DEFINITIONS

1.1 In the Conditions the following definitions apply:

"Agency"	means Law Staff Limited, according to context.
"Candidate"	means a person introduced by the Agency to the Client to be considered for an Engagement (including any officer or employee of the Candidate where the Candidate is a limited company, limited liability partnership or other independent entity).
"Client"	means any person, firm, limited company, limited liability partnership or other independent entity, together with any associated company as defined in the Companies Act 1985 to whom a Candidate is Introduced by or through the Agency on the Conditions, and any Third Party.
"Conditions"	means the entirety of these terms and conditions.
"Acceptance of these Terms & Conditions"	These Terms are deemed to have been accepted and incorporated by the Client when (i) any Information (including a CV containing name or other identifying details and which is supplied at the request of the Client, whether in response to a mailshot or email newsletter or other promotion from or by the Agency, or otherwise) is received (by post, email, facsimile or other means) by, or discussed orally with, the Client, or (ii) when the client instructs the agency by oral or written communication to source candidates for either a permanent, temporary or consultancy position or to provide any other services.
"Engagement"	means the Client's engagement of a Candidate during the Introduction Period and pursuant to an Introduction or by any other means howsoever to perform any work or services in any role or position for the benefit of the Client, including, by way of example but not limitation, full time or part time, permanent or temporary employment, contract work, partnership, joint venture, consultancy, or other business arrangement, whether under contract of employment, and regardless whether or not the Engagement is in respect of the position originally envisaged by the Client, (and also includes the provision by the Agency of services by supply of a Candidate under a contract for services) or otherwise howsoever, and "engages" and "engaged" and "permanent engagement" means an Engagement where the parties intend it to be permanent from the outset and "non-permanent engagement" means an Engagement lacking such an intention.
"Information"	means any and all information whatsoever belonging to or in the possession of the Agency concerning a Candidate and including, but not limited to, a Candidate's Curriculum Vitae ("CV").
"Introduction"	means (i) the interview of a Candidate by a Client in person or by telephone or other means whatsoever, or (ii) the provision of any Information by the Agency to the Client which enables the Client to identify a Candidate, and "introduce" is construed accordingly.
"Introduction Fee"	means a fee or fees calculated pursuant to clause 4 (for both permanent and non-permanent Engagements) below and for which the Client is liable upon the commencement of an Engagement.
"Introduction Period"	means (i) the period of 12 months from the later of (a) an Introduction, or (b) the ending of a non-permanent Engagement, or (ii) any time where the Introduction is the effective cause of the Engagement.
"Month"	means a calendar month.

"Salary/Package"	means the total annual compensation package payable by the Client to the Candidate and includes the base salary, fees, bonuses, commissions, benefits in kind (including a car or car allowance, mobile phone or mobile phone allowance, private health care premiums, critical illness cover premiums, life assurance premiums, Client contributions to the Candidate's pension fund), guaranteed and/or conditional bonuses, allowances of any sort, options and any other economic benefit whatsoever.
"Third Party"	means any third party to whom Information is provided by the Client following an Introduction and where the third party enters into any Engagement with a Candidate.
"Week"	means seven consecutive days.

INTERPRETATION

1.2 In the Conditions words importing the masculine gender shall include the feminine gender and vice versa and the singular shall include the plural and vice versa.

1.3.1 The Conditions supersede all previous conditions of business.

1.3.2 Save as otherwise provided or envisaged in these Conditions the Conditions contain the entire agreement between the Agency and the Client and, unless otherwise agreed in writing and signed by the Agency, or confirmed by the Agency's email, the Conditions prevail over any others put forward by the Client.

1.3.3 No variation of the Conditions is valid unless the details of such variation are agreed between the Agency and the Client and set out in writing and signed by the Agency, or confirmed by the Agency's email.

1.4 Invalidity or unenforceability of any of the Conditions for any reason does not affect the validity or enforceability of the remaining provisions. Any invalid or unenforceable Condition (or part of a Condition), is deemed severed from the Conditions and the remaining Conditions remain in full force and effect and are unaffected by such severed Conditions.

1.5 Where anything in the Conditions or any notice under the Conditions is required to be given in writing, such thing or notice is sufficiently done or given if given in writing and sent by email.

1.6 Nothing in these Conditions constitutes or implies any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. Neither Party has, nor shall represent that it has, any authority to make any commitments on the other Party's behalf.

2. THE AGENCY'S OBLIGATIONS

2.1 The Agency agrees to use its best endeavors to source Candidates for the Client and to make Introductions with a view to achieving Engagements for positions identified and detailed by the Client from time to time.

2.2 The Agency agrees to take all reasonably practicable steps to obtain and supply to the Client: (i) confirmation of a Candidate's identity, experience, training, and qualifications; (ii) any authorisation stipulated by law, professional bodies or the Client; (iii) confirmation that the Candidate is willing to work in the position which the Client seeks to fill; and (iv) if the Client so requests, employment references for the Candidate. If the client requests further identification checks, please refer to the charges set out in clause 7.4.

2.3 The Agency agrees to provide such other work or services for the Client as the Client shall request of the Agency from time to time and on such terms as the Agency and the Client agree.

2.4 The Agency does not guarantee that it will procure a suitable Candidate for any given vacancy, assignment or other position. The Client agrees and accepts that no warranty as to the suitability of any Candidate is given by the Agency.

3. THE CLIENT'S OBLIGATIONS

3.1 The Client agrees to provide to the Agency details of the position which the Client seeks to fill, and to include:

- role or position to be filled
- nature of work/duties
- expected start date and whether permanent or temporary position
- working conditions and location
- health and safety issues if any
- experience and qualifications expected/required of the Candidate
- requirements of law or professional bodies for the work

- confirmation that the Client has appropriate regulatory licences, certificates and or permissions for the work
- any other relevant information which may affect the Candidate's decision regarding the position

3.2 The Client agrees:

3.2.1 to notify the Agency immediately of any offer of Engagement made by the Client to a Candidate, and

3.2.2 to notify the Agency immediately of the Candidate's acceptance of any such offer, and

3.2.3 to provide the Agency with details of the Salary/Package offered to or agreed with the Candidate

3.3 The Client agrees to promptly inform the Agency of the start and finish dates of an Engagement

3.4 At the Agency's request the Client must provide details of any offer made by it to a Candidate and, where applicable, a copy of any written offer of Engagement and/or contract entered into by the Client and the Candidate.

3.5 Notwithstanding clause 2.2 above, the Client must satisfy itself as to the suitability of any Candidate for an Engagement. Without prejudice to the generality of the foregoing, it is acknowledged by the Client that it is for the Client to take up references prior to entering into an Engagement with the Candidate and to check the validity of qualifications of any Candidate. The Client is responsible for assessing the suitability of the Candidate for an Engagement and for obtaining any work and/or such other permits as may be required, for checking a Candidate's qualifications, including Practising Certificates and for ensuring that the Candidate satisfies any medical requirements or other qualifications that may be appropriate or required by law.

3.6 The Client agrees that if the Client whether directly, indirectly or inadvertently passes Information about a Candidate to a Third Party and an Engagement occurs the Client must immediately inform the Agency and is liable to forthwith pay to the Agency an Introduction Fee calculated in accordance with clause 4 below

3.7 The Client agrees to provide the agency full disclosure on the annual salary and benefits after 12 months.

4. PERMANENT ENGAGEMENTS

4.1 The Client agrees that upon commencement of an Engagement an Introduction Fee (calculated according to the Agency's fee table below, or by reference to the provisions of clause 4.6 below) is due from and payable by the Client to the Agency and the Agency is entitled to deliver an invoice to the Client for the Introduction Fee. The Introduction Fee is exclusive of Value Added Tax (or any similar tax replacing it) and where applicable VAT is added to the Introduction Fee.

INITIAL INSTRUCTION RECRUITMENT FEE

On instruction the Agency will deliver an invoice for an initial recruitment project fee for £1,800.00 ex vat. On receipt of this payment, the Agency will create the project and advertise the instruction on all mediums at its disposal, the Agency will utilise all its resources to attract suitable candidates to the Client for review.

When the Agency arranges the engagement the project fee will be deducted off the final invoice.

THE STANDARD FEE TABLE FOR PERMANENT ENGAGEMENTS:

Salary/Package as defined in clause 1 above	Introduction Fee
Less than £30,000 per annum	**Eighteen percent (18%) of Salary/Package**
£30,000 per annum and above	**Twenty five percent (25%) of Salary/Package**

PLEASE REFER TO THE TOP OF THESE TERMS FOR THE AGREED VARIATION

Please note: Failure to sign these agreed terms will result in our accounts department issuing an invoice for our standard fees

4.1.1 All Permanent engagements are subject to a minimum fee charge of £3,500.00.

4.2 The Client agrees to pay all Introduction Fees within 14 days of delivery of the Agency's invoice

4.3 Where, in any discussions or other communications between the Agency and the Client with reference to an anticipated Engagement, and subject always to clauses 1.3.2 and 1.3.3, the Agency offers and agrees with the Client a discount on any Introduction Fee due pursuant to the Conditions, such discount is agreed for the Client's benefit strictly on condition that the Client pays the said discounted Introduction Fee within seven days from delivery of the invoice and for the purpose of this clause time is of the essence, and for the avoidance of doubt if payment is made by the Client outside the said seven day period then the discount is forfeited and the full Introduction Fee is due and payable and the Agency is entitled to deliver an invoice for the forfeited discount.

4.4 If a job offer made by the Client and accepted by the Candidate is withdrawn by the Client prior to the Candidate's commencement of the Engagement, an administration fee is owed to the Agency by the Client of £5,000 exclusive of VAT.

4.5 Where the Client or the Candidate refuse to inform the Agency of the Salary/Package payable to a Candidate on commencement of an Engagement, the Agency is entitled to charge the Client a fee of £10,000.00 exclusive of VAT.

4.6 Where the Salary/Package cannot be ascertained by the Agency for any reason whatsoever including, for example only, the fact that the Client has offered the Candidate a self-employed position, a freelance position or a consultancy, or a partnership, or any another Engagement arrangement, or where no starting salary has been agreed, a fee of £10,000.00 exclusive of VAT applies to the Engagement and the Agency is entitled to charge the Client accordingly.

4.6.1 4.6.1 If the Candidate withdraws their application and the Client has issued an engagement letter or contract of employment, which states a clause, the candidate will be liable for the Agency engagement fee if the candidate resigns within 12 months of the start date, or words to this effect, the client agrees to pay the Agency an administration fee of £5,000 exclusive of VAT

4.7 In relation to the Salary/Package as defined in clause 1 above the following provisions apply:

4.7.1 the Client's obligation at clause 3.2.3 above (disclosure of Salary/Package information) is a continuing obligation, and

4.7.2 the Agency reserves the right to request from the Client after 12 months from the date the Candidate is Engaged a Salary/Package figure for the period of 12 months since the Engagement, including salary and any revised salary, benefits, bonus and commissions and all other elements making up the same, and the Client agrees to provide the same (together with supporting documents) forthwith upon such demand, and

4.7.3 the Client agrees not to oppose any application to the Court by the Agency for disclosure of the information and documents at clause 4.7.2 above, and

4.7.4 where such disclosed information and documents show that the Candidate's Salary/Package is greater than that previously notified to the Agency, or established by the Agency under clauses 4.5 and 4.6 above, the Agency is entitled to raise a further invoice for the balance of the Introduction Fee and the Client must pay this forthwith upon receipt of the said invoice.

5. TERMINATION OF ENGAGEMENT AND REPLACEMENT OF PERMANENT CANDIDATE

5.1 In the event of a permanent Candidate or the Client lawfully terminating the Engagement within the first 100 days of employment and provided that:

5.1.1 all monies due hereunder have been paid by the Client in accordance with clause 4 hereof; and the invoice value including vat has been paid in full within 14 days of the date of the invoice and

5.1.2 such termination is not as a result of age, redundancy, pregnancy, injury or ill-health or by reason of the Candidate's race, sex or any disability, and such termination has not arisen through any fault beyond the candidates control and

5.1.3 such termination has not arisen where the Client has entered into the Engagement with the prior intention of dispensing with the Candidate's services or of terminating the Engagement either without proper cause or with a view to just obtaining a replacement candidate and

5.1.4 the Client serves written notice of the termination of the Engagement to the Agency at its usual place of business within seven days from the date the candidate has left the engagement

5.1.5 then during the period of 13 weeks after being notified of the departure of the Candidate, the Agency will use their best endeavors' to introduce one like for like Candidate, provided always that the introduced Candidate is as that of the departing Candidate.

5.2 Subject to clause 5.1, and all sub-clauses thereof, the Agency agrees that if the Agency is unsuccessful in introducing a Candidate, the Client will be entitled to receive the following rebate from the Agency which will be paid 35 days after the 13 weeks of the candidates last working day as stated in 5.1.5 if the Agency are unable to introduce a candidate. The Agency reserves the right to reject a claim for a rebate if the Agency has deemed to have introduced a suitable candidate.

65 % if the departure is less than 14 days following commencement of the relevant Engagement
50% if the departure is within 15 to 49 days of commencement of the relevant Engagement
20% if the departure is within 50 to 74 days of commencement of the relevant Engagement
10% if the departure is within 75 to 99 days of commencement of the relevant Engagement
0% if the departure is from 100 + of commencement of the relevant Engagement

5.3 For the avoidance of doubt the Agency obligations imposed by clauses 5.1.5 and 5.2 only apply when:

5.3.1 the fee is for the standard percentage of 18% or 25% respectively and not where any discount has been agreed, nor where any agreed discount is forfeited due to late payment or any other reason for withholding payment and the full fee has become payable, or

5.3.2 the Engagement is not made pursuant to clause 4.6. or

5.3.3 the Engagement is for a Candidate who is a member of the Criminal Litigation Accreditation Scheme (CLAS) or gains this qualification within six months of the start of the Engagement

5.4 No proportional rebate will be paid by the agency if the salary offered and accepted by a replacement candidate is lower than the replaced candidate's salary. However please note a further fee will be due if an increase in the salary is offered to the replacement candidate and accepted.

5.5 Due to the nature of the recruitment process of Crime Duty engagements, we are unable to offer any replacement candidate or refund, this applies to Permanent, Freelance, Temporary or Consultancy engagements if you the client engage a candidate for this area of law.

6. LIABILITY AND INDEMNITY

6.1 The Client agrees that the Agency is not liable to the Client for any loss, injury, damage, expense or delay caused to or suffered by the Client arising directly or indirectly from or by an Engagement and, in particular, but without prejudice to the generality of the foregoing, any such loss, injury, damage, expense or delay arising from or in any way connected with:

6.1.1 failure of the Candidate to meet the requirements of the Client for all or any of the purposes for which he is required by the Client, or

6.1.2 any act or omission of a Candidate, whether willful, negligent, fraudulent, dishonest, reckless or otherwise, or

6.1.3 any loss, injury, damage, expense or delay caused to or suffered by a Candidate in connection with an Engagement provided that nothing in this clause 6.1 shall be construed to purport to exclude or restrict liability of the Agency to the Client for claims arising for compensation for personal injury loss and damage resulting from negligence (as defined in the Unfair Contract Terms Act 1977) or by reason of breach of any statutory liability

6.2 The Client acknowledges that the limitations and exclusions of the obligations and liabilities of the Agency set out above are reasonable and are reflected in the fee payable to the Agency under the Conditions and the Client acknowledges this and agrees that it may insure against or take other appropriate precautions in respect of such risk

7. MISCELLANEOUS

7.1 The Agency reserves the right to review and to revise the Conditions at any time without prior notice and upon new or amended Conditions being served on the Client the said new or amended Conditions are immediately effective for all matters arising thenceforth

7.2 These Conditions are governed by and construed in accordance with the laws of England and Wales

7.3 All information including but not limited to Candidate details supplied by the Agency either in written or oral form is confidential and must not be disclosed to any other party without the prior written consent of the Agency

7.4 ID/Anti-Money Laundering Check £10.00. Credit Screen £13.50. Combined AML & Credit Screen £16.50
International ID Check £13.50. HR Screen £17.50. Travel Visa Check £13.75. Company Business Report £17.50
Lawyer Bank Account Check £20.00. Company Director Search £13.00. Driver Check £18.50
Money Laundering Policy £500. Basic criminal record check £139.00. Standard DBS (formerly CRB) £149.00
Enhanced DBS (formerly CRB) £161.00. AML Training Course £145. All prices are exclusive of VAT (please note these checks must be requested, before the candidate is engaged, if a request is made after the candidate is engaged and the engagement is terminated due to a unsuitable check, no rebate or replacement candidate will be due by the agency).

Terms and Conditions for the supply of Temporary/Freelance/Contract workers or Consultants

A PERMANENT ENGAGEMENT FEE WILL BE DUE WHEN A CANDIDATE ENGAGED ON A NON-PERMANENT (TEMPORARY/FREELANCE/CONTRACT WORKER/CONSULTANCY) ENGAGEMENT, IS SUBSEQUENTLY ENGAGED ON A PERMANENT BASIS.

8. DEFINITIONS

8.1 The Conditions and interpretation provisions in clause 1 apply here as if they were repeated here and in the Conditions the following definitions apply:

"Assignment"	means the period during which the Temporary Worker is supplied to provide services to the Client and whether the Temporary Worker is supplied under a contract for services or engaged directly by the Client whereby the Employment Business provides cover for the Client's staffing requirements
"Client"	means the person, firm, company or other entity requiring the services of the Temporary Worker

"Employment Business"	means Law Staff Limited, acting as an Employment Business within the provisions of the Employment Agencies Act 1973
"Temporary Worker"	means the person or limited company (including any officer, employee or agent thereof) engaged to carry out the Assignment

9. ASSIGNMENT DETAILS

9.1 At the end of each week of the Assignment (or, where the Assignment is for a period of less than one week or is completed before the end of the week or at the end of the Assignment) the Client must sign the timesheet of the Employment Business verifying the number of hours worked by the Temporary Worker during that week and fax or email it to the Employment Business by noon on the second working day after the ending of the Assignment, and must also promptly post a copy of the timesheet to the Employment Business

9.2 Signing of the timesheet by the Client or any other written confirmation of the hours worked by the Temporary Worker constitutes acceptance that the Temporary Worker services have been provided for the hours indicated and such services have been satisfactory and in accordance with the Conditions

9.3 The Client is responsible for retaining copies of all timesheets signed or submitted by the Temporary Worker in order to validate the amounts shown on any invoice

9.4 The failure of the Client to sign, fax a timesheet or otherwise confirm the hours worked by the Temporary Worker will result in the Employment Business raising an invoice calculated on the basis of the Temporary Worker having worked 35 hours at the agreed charge rate unless the Client has previously advised the Employment Business of the unsuitability of the Temporary Worker in accordance with clause 13 of the Conditions

9.5 In regard to the clients failure to sign the timesheet due to a dispute over the hours worked or the candidate unsuccessfully completing the assignment. The client agrees to notify the employment business via email or orally within 48 hours of the assignment terminating, reporting the situation. The client also agrees to inform the employment business in writing giving the full extent of the reasons why the client is declining to sign the timesheet, or if the client has signed the timesheet and wishes to suspend payment to the temporary worker due to anomalies, again the agency requires written evidence within seven days of the last day of the engagement. Failure to notify the employment business will result in payment being released from the employment business to the temporary worker and the invoice will sent and due as previously sent in the confirmation letters.

10. COMMISSIONS/CHARGES/FEES FOR TEMPORARY WORKERS ENGAGED FOR LESS THAN 12 WEEKS

10.1 For Temporary workers engaged for less than 12 weeks. The Client must pay to the Employment Business the hourly charges for supply of the Temporary Worker as agreed. The Employment Business will charge a further fee of 30% of the agreed Temporary Workers hourly charge plus VAT, regardless of the hours worked by the Temporary Worker where the agreement is based on weekly timesheet invoicing.

10.2 For Temporary workers engaged for less than 12 weeks. The Client will be invoiced on a weekly basis, and the invoice is payable within fourteen days. Travelling, hotel and other expenses as may be agreed in connection with the Assignment shall be added to the invoice.

10.3 For Temporary workers engaged for less than 12 weeks. The Employment Business reserves the right to make a minimum charge equivalent of four hours of the hourly rate previously advised in respect of assignments if the assignment is less than four hours in duration.

10.4 For Temporary workers engaged for less than 12 weeks. In the event that payment is not made in accordance with this clause 10, the Employment Business reserves the right to charge interest on outstanding balances of debt at the rate applicable from time to time of the Late Payment of Commercial Debts (Interest) Act 1998.

10.5 For Temporary workers engaged for less than 12 weeks, The Employment Business is responsible for paying the Temporary Worker's remuneration where applicable or fees and for any deduction and payment of National Insurance Contributions and Schedule E Income Tax (PAYE), applicable to the Temporary Worker as required by law, and agrees to indemnify the Client in respect of the same.

10.6 Where, in any discussions or other communications between the Agency and the Client with reference to an anticipated Engagement, and subject always to clauses 1.3.2 and 1.3.3, the Agency offers and agrees with the Client a prompt payment discount on any daily fee due pursuant to the Conditions, such

discount is agreed for the Client's benefit strictly on condition that the Client pays all invoices within seven days from delivery and for the purpose of this clause time is of the essence, and for the avoidance of doubt if payment is made by the Client outside the said seven day period then the full fee under clause 10.1 is due and payable without reduction by the said or any discount.

10.7 If a job offer is made by the Client either orally or in writing and accepted by the Candidate, is withdrawn by the Client prior to the Candidate's commencement of the Engagement, an administration fee is owed to the Agency by the Client of £5,000 exclusive of VAT.

11. COMMISSIONS/CHARGES/FEES FOR TEMPORARY WORKERS ENGAGED FOR MORE THAN 12 WEEKS.

11.1.1 For assignments/fixed term contracts booked for longer than twelve weeks. (such as this) We charge a fee of **18% ex VAT** on the salary/package for that period based on an annual salary, at the start of the assignment (payable within fourteen days). You the client will pay the candidate directly.

11.1.2 For assignments/fixed term contracts booked for longer than twelve weeks. If in the unfortunate event you the client or the candidate terminate this assignment during one of these longer fixed term contracts, we will endeavour to source you one replacement candidate within fourteen days to continue the assignment, subject to the fee paid within the agreed fourteen day term.

11.1.3 For assignments/fixed term contracts booked for longer than twelve weeks. If we are unable to introduce a candidate within seven days, we will provide a rebate of 25% of the fee paid by you the client. This fee will be paid within 35 days from the date the candidates last working day.

11.1.4 CVs submitted following this communication will be accompanied by our standard terms of business and will be subject to those terms.

11.1.5 Should the Assignment/Fixed Term Contract be extended or converted into a Permanent Engagement a further Fixed Term Contract fee will be due or a Permanent Engagement will be due. Please see our standard terms of business for permanent fees.

12. TERMINATION

12.1 The Client shall supervise the Temporary Worker/Freelancer/Contract Worker or Consultant sufficiently to ensure its satisfaction with skills and standards of workmanship but if the services of the Temporary Worker/Freelancer/Contract Worker or Consultant are unsatisfactory, the Employment Business may, in its sole and absolute discretion, reduce or cancel the charge for the time worked by the Temporary Worker/Freelancer/Contract Worker or Consultant with the Client provided that the Client terminates the Assignment and notifies the Employment Business of the termination within the same day as the commencement of the Assignment. Should the Client give such notification to the Employment Business, the Employment Business will investigate the Client's allegations and shall act reasonably when making a decision on the matter.

12.2 Each of the Client, the Temporary Worker/Freelancer/Contract Worker or Consultant or the Employment Business may terminate the Assignment at any time on seven days written notice to the other parties.

12.3 In the event that the Client wishes to terminate the Assignment on less than seven days written notice the Client must pay to the Employment Business a cancellation fee calculated by reference to the hourly charges applicable to the Assignment for the period by which the actual notice given is less than seven days.

12.4 The Client must promptly (within 48 hours) advise the Employment Business that the Temporary Worker/Freelancer/Contract Worker or Consultant has left the Assignment and failure to do so shall render the Client liable for any costs or losses incurred by the Employment Business or any third party as a result of such a failure.

12.5 In the event that the Client wishes to cancel a booked Assignment prior to its commencement the Client must give 48 hours written notice to the Employment Business failing which the Employment Business is entitled to charge a fixed cancellation fee equivalent to 10 hours at the hourly rate agreed for the intended booked Assignment. Plus an administration fee of £50.00 ex vat.

12.6 Under no circumstances will the agency provide a rebate or replacement candidate where the Temporary Worker/Freelancer/Contract Worker or Consultant was previously engaged in any capacity by the Client through the Agency, or if the candidate were to be engaged as a permanent member of staff after being engaged as a Temporary Worker/Freelancer/Contract Worker or Consultant.

13 TERMINATION OF ENGAGEMENT AND REPLACEMENT OF FIXED TERM CANDIDATE ASSIGNMENT

13.1 In the event of a Candidate or the Client lawfully terminating the assignment within the first 7 days of engagement and provided that:

13.1.1 all monies due hereunder have been paid by the Client in accordance with clause 4 hereof; and the invoice value including vat has been paid in full within 14 days of the date of the invoice and

13.1.2 such termination is not as a result of age, redundancy, pregnancy, injury or ill-health or by reason of the Candidate's race, sex or any disability, and such termination has not arisen through any fault beyond the

13.1.3 candidates control and such termination has not arisen where the Client has entered into the assignment with the prior intention of dispensing with the Candidate's services or due to a lack of work for the Candidate, terminating the Engagement either without proper cause or with a view to just obtaining a replacement candidate and the Client serves written notice of the termination of the Engagement to the Agency at its usual place of business within seven days from the date the candidate has left the engagement then during the period of seven days after being notified of the departure of the Candidate,

13.1.4 the Agency will use their best endeavors' to introduce one Candidate, provided always that the Candidate is that of the departing Candidate.

13.1.5 Subject to clause 14.1, and all sub-clauses thereof, the Agency agrees that if the Agency is unsuccessful introducing one Candidate, the Client will be entitled to receive the following rebate from the Agency, 25% of the paid fee. This rebate will be paid 35 days after the departing candidates last working day.

14. ASSIGNMENTS AND ADDITIONAL FEES

14.1 For the purpose of this clause 14 the Client agrees that according to context, the Employment Business may be acting as an Employment Agency as envisaged in clauses 1 – 7 of the Conditions.

14.2 The Employment Business is entitled to charge the Client an Introduction Fee on the commencement of an Engagement or on the use by the Client, for any length of time, of the services of a Temporary Worker within the period of 12 months from the end of the Temporary Worker's last Assignment, or the introduction of the Temporary Worker to any third party resulting in any use of the Temporary Worker or any Engagement by that third party within that period.
The Introduction Fee is calculated in accordance with the table at clause 4 above and according to the Salary/Package payable to the Temporary Worker during the first 12 months of such Engagement.

14.3 An Introduction Fee is also payable where a Temporary Worker delivers services to the Client through the incorporation of a limited company or any other vehicle for delivery of services.

14.4 Where the amount of the Salary/Package cannot be ascertained, the Introduction Fee is calculated as a multiple of 250 times the hourly rate at which the Temporary Worker was last engaged by or supplying services to the Client, if the Employment business is unable to establish an hourly rate then a fixed fee of £10,000.00 exclusive of VAT will be due.

14.5 Where a Temporary Worker has signed or lodged relevant CDS/CRM forms in relation to any freelance/consultancy position or Assignment, the fee payable by the Client is £10,000.00 exclusive of VAT subject to any discount agreed between the Agency and the Client, and the fee agreed must be paid on the signing of the relevant forms and when the Engagement of the Temporary Worker commences.

14.6 A further fee calculated on the same basis as set out in clause 11.1.5 above is payable on (i) a re-signing or resubmitting of any CDS/CRM form by a Client, or (ii) on any allocation of a candidate's Legal Services Commission ("LSC") crime duty slots to the Client by reason of the involvement of a candidate with the Client' or (iii) each renewal or continuation of the Engagement (and for the avoidance of doubt in the absence of other agreement or evidence to the contrary a continuation of the Engagement is treated as a renewal for the period of the LSC slot allocation period).

14.7 Where any discount from the standard fee of £10,000.00 exclusive of VAT is agreed, the preservation of that discount is subject to payment therefor being received within seven days from the date of the invoice failing which the balance of the standard fee of £10,000.00 exclusive of VAT is due and payable.

14.8 Due to the nature of the recruitment process of Crime Duty engagements, we are unable to offer any replacement candidates or refunds, this applies to Permanent, Freelance, Temporary or Consultancy engagements if you the client engage a candidate for this area of law.

15. GENERAL

15.1 Whilst every effort is made by the Employment Business to satisfy the Client by ensuring reasonable standards of skill, integrity and reliability from the Temporary Worker and to provide such standards in accordance with the Assignment details provided by the Client, no liability is accepted by the Employment Business for any loss, expense, damage, or delay arising from the failure to provide a Temporary Worker for all or part of the period of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker or if the Temporary Worker terminates the Assignment for any reason.

15.2 Temporary workers supplied by the Employment Business to the Client are under the supervision, direction and control of the Client for the duration of the Assignment and the Client shall not direct a Temporary Worker to undertake any duties outside the scope of the original Assignment or the Conditions or for which special skills or experience are required unless satisfied that the Temporary Worker is competent and qualified to undertake such duties and unless the Client has previously advised the Employment Business of such a change.

15.3 The Client is responsible for all acts, errors and omissions of the Temporary Worker whether willful, negligent or otherwise as if the Temporary Worker were an employee of the Client, and the Client will comply in all respects with all statutes including for the avoidance of doubt, the Health & Safety Legislation, the Working Time Regulations, by-laws and legal requirements to which the Client is ordinarily subject in respect of its own employees and staff, including in particular the provision of

adequate Employer's and Public Liability Insurance Cover for the Temporary Worker during Assignments, but excluding the matters referred to in clause 11.5.

15.4 The Client must supply the Employment Business with any information required by the Employment Business under the Health & Safety Legislation (including, without limitation, any requisite special occupational qualifications, skills or features of the Temporary Worker or the Assignment potentially affecting health and safety). The Client must also comply with all relevant Health and Safety Legislation in respect of the Temporary Worker as if the Temporary Worker was an employee of the Client and ensure that the Temporary Worker complies with any obligations to which it is subject under such legislation.

15.5 The Client must indemnify the Employment Business against any costs, including legal costs, claims, damages and expenses incurred by the Employment Business arising out of or in connection with the Assignment or the use of the Temporary Worker by the Client.

15.6 The Client shall report to the Employment Business any accident resulting in injury to or death of the Temporary Worker whilst carrying out an Assignment.

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