

## **Terms & Conditions of Business**

### **Fee Scale - Permanent & Fixed Term Placements**

<b><u>Salary</u></b>	<b><u>Fee</u></b>	<b><u>Guarantee</u></b>
To £24,999	20%	70 Calendar days
From £25,000	25%	80 Calendar days

Salary is deemed to include the annual basic salary plus any allowances or payment forming part of taxable emoluments unless otherwise agreed.

1. These terms and conditions of business are between Prime Personnel ("The Agency") and the employer ("The Client") and are deemed to be accepted by the client by virtue of an interview or the engagement (which term includes employment or use, whether under a contract for service or for services) of a candidate introduced by the agency or the use by the Client of a Temporary Worker and are deemed to be in force for all subsequent introductions made by Prime, whether by provision of written or verbal details.
2. Upon commencement of employment the Client shall pay forthwith to Prime Personnel, within 30 days of invoice, a fee determined in accordance with the scale set out above.
3. The Client shall immediately notify Prime Personnel should an applicant introduced by Prime Personnel be engaged by the Client or by any third party to whom the Client has referred the applicant.
4. The provision of applicant details verbally or in written form by email or any other delivery service, shall constitute an introduction. The Client shall immediately notify Prime Personnel should an applicant introduced by Prime Personnel be engaged by the Client or by any third party to whom the Client has referred the applicant.
5. Introductions by Prime Personnel are confidential. If the Client or any representative agent or employee of the Client refers the applicant to any person, firm, body, association, company or corporation, then upon engagement of the applicant by the third party, the fee shall become payable forthwith by the Client to Prime Personnel as if the Client has engaged the applicant themselves.
6. Should an applicant, introduced by Prime Personnel be engaged by the Client within 40 weeks of our introduction our fees will be payable. This time period will apply to clause 4.
7. Prime Personnel makes every reasonable effort to ensure the suitability of applicants introduced to the Client but shall not be liable whatsoever for any loss, damages, costs or expenses suffered by the Client (including claims by a third party) arising by virtue of the introduction of the applicant or directly or indirectly from any act or omission of any applicant whether before during or after his or her engagement.

### **Terms of Guarantee – Permanent Staff Placements**

1. Our guarantee period commences on the first day of employment and is calculated up to the last day of employment – either actual or contractual whichever is the longest
2. The client shall notify Prime Personnel immediately in writing or email, should an applicant introduced by Prime Personnel terminate his/her employment or prove unsatisfactory to the Client and such employment be terminated, at which point a credit will be raised in accordance with the scale as set out below. This credit may be redeemed against the next invoice raised by Prime Personnel either by way of a replacement or other permanent placing.
3. A credit will only be applicable if the fee has been paid in full, within 30 days from the date of invoice.

### **Scale of Credits – Permanent Staff Placements**

Up to 29 days	75%
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Between 30 and 59 days	50%
Between 60 and 90 days	25%



## **Fee Scale – Temporary Contract Placements**

<b><u>Pay Rate</u></b>	<b><u>Fee</u></b>
All	20%

Should the Client wish to process a direct hire temporary worker through Prime Personnel, a fee of 8% will be charged. All referencing will be undertaken by Prime Personnel. Costs of referencing will be met by Prime Personnel except in extreme cases.

## **TEMPORARY STAFFING & TEMPORARY TO PERMANENT CONVERSIONS**

1. The engagement by the Client of a temporary worker on a permanent basis or the use on a temporary basis but remunerated directly by the Client or by another party for the Client, or the introduction by the Client of such temporary worker to other employers resulting in an engagement, or the use on a temporary basis by such other employer renders the Client liable to pay a fee in accordance with the previous temporary arrangement or the terms for Permanent Staff depending on the position offered. This is provided that the engagement takes place within 40 weeks from the termination of the temporary assignment
2. The Client shall pay the hourly / daily charges of the Agency for all hours / days actually worked by the temporary worker. Travelling, hotel or other expenses as may be agreed shall be itemised on our invoice in addition to these charges. These charges will be those in force at the time of the assignment and may be varied from time to time with immediate effect. No charge is made for lunch hours and charges are inclusive of all National Health, Social Security and statutory costs.
3. Charges, which largely represent wages paid are invoiced weekly due immediately and are payable within 1 month of receipt of our invoice. VAT will be charged at the prevailing rate.
4. Prime Personnel is responsible for the payment of wages to each temporary worker, the deduction and payment of all statutory contributions in respect of National Insurance and all other appropriate taxes borne by an employer.
5. Temporary Workers assigned by Prime Personnel are provided under contracts for services and are deemed to be under the supervision, direction and control of the Client from the time the worker reports to take up duties and for the duration of the assignment and the Client agrees to be responsible for all the acts, errors and omissions be they wilful, negligent or otherwise as through the worker were on the payroll of the Client and the Client will in all respects comply with all the statutes, bye-laws and legal requirements to which the Client is ordinarily subject in the respect of the Client's own staff, but excluding the matters specifically mentioned in the paragraph four above.
6. Should the services of the temporary worker prove to be unsatisfactory; Prime Personnel will reduce or cancel the charge by arrangement.

## **General**

These Terms and Conditions of Business are between Prime Personnel ("the Agency") and the Employer Client ("the Client"). They are deemed to be accepted by the Client by virtue of an interview or the engagement (which term includes employment or use, whether under a contract or service or for services) of a candidate introduced by the Agency or the use by the Client of a Temporary Worker and are deemed to be in force for all subsequent introductions made by Prime Personnel whether by provision of written or verbal details.