



CLIENT TERMS OF BUSINESS FOR THE SUPPLY OF UK CONTRACT RECRUITMENT SERVICES
AGREEMENT NUMBER:

1. DEFINITIONS

1.1 In these terms of business (“the **Agreement**”) the following definitions apply: -

“**Agreement**” means the agreement between the Company and the Client, incorporating the terms and conditions contained herein, its schedules and timesheets;

“**Assignment**” means the period during which the Contractor is supplied by Consol to render services to the Client as set out in an Assignment Schedule;

“**AWR**” means the Agency Worker Regulations 2010;

“**Client**” means the person, firm or corporate body together with any subsidiary, holding, affiliated or associated company defined by the Companies Act 2006 to whom the Contractor is Introduced and who is the recipient of the Services;

“**Commencement Date**” means the start date as set out in an Assignment Schedule;

“**Conduct Regulations**” means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended);

“**Confidential Information**” means information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) in respect of Consol, the Client and its end clients, relating to their business methods, plans, systems, finances or projects, training and development and research or development projects, their trade secrets, the identity and business affairs of their customers and clients, potential customers and clients, the provision of products or services to which they attach confidentiality or in respect of which they hold an obligation to a third party which comes to either parties attention or possession and which is regarded or could reasonably be regarded as confidential, whether or not any such tangible information is marked ‘confidential’;

“**Consol**” means Consol Partners Ltd, whose registered address is Old Church House Sandy Lane, Crawley Down, Crawley, England, RH10 4HS;

“**Contractor**” means a freelancer or limited company (including any personal services company or umbrella company) through which a consultant introduced to the Client by Consol is supplied and Engaged by the Client to carry out an Assignment (and save where otherwise indicated, includes any officer, consultant, employee or representative thereof) and any third party to whom the performance of the Assignment is sub-contracted. For the avoidance of doubt the Contractor is not employed by Consol;

“**Employee**” means an employee of Consol;

“**Employment and Intermediaries Legislation**” means provisions in the Income Tax (Earnings and Pensions) Act 2003 (ITEPA 2003), the Social Security (Categorisation of Earners) Regulations 1978 and enabling Regulations regulating employment intermediaries’ provisions and agency legislation, as enacted, amended or re-enacted and from time to time in force;

“**Employment Business**” means Consol;

“Engagement” means the engagement, employment or use of the Contractor’s services, the services of any officer, consultant, employee or representative of the Contractor, or of an Employee directly by the Client or any third party to whom they have been introduced by the Client or through any other employment business on a permanent, contract or temporary basis whether under a contract of service or for services, or an agency, licence, franchise or partnership arrangement; or any other engagement. **“Engage”** or **“Engaged”** will be construed accordingly;

“Force Majeure” means, acts, events, omissions or accidents beyond a party’s reasonable control, including strikes or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, breakdown of equipment, fire, flood or storm;

“Intellectual Property” means, patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights and rights to use, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“Introduction” means (i) the Client’s interview of an officer, employee, or representative of the Contractor, in person or by telephone, following the Client’s instruction to Consol to supply a Contractor or (ii) the passing to the Client of information which identifies an Individual; and which leads to an Engagement. **“Introduced”** or **“Introduce”** will be construed accordingly;

“Off Payroll” means Chapter 10, Part 2 ITEPA 2003;

“Remuneration” includes the agreed charge rate, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement or Assignment completion payments, and all other payments taxable, (and, where applicable, non-taxable) payable to or receivable by the Contractor or an Employee for services rendered to or on behalf of the Client or a Third Party;

“Services” means the services provided by Consol as set out in this Agreement and for the avoidance of doubt does not include the services or work performed by the Contractor for the Client pursuant to the Assignment Schedule;

“Third Party” means any third-party person, firm or company who, directly or indirectly, engages any Contractor or Employee: (i) following an Introduction, directly or indirectly, by the Client, or (ii) directly or indirectly, from, by, with or through the Client.

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

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

1.4 A reference to a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted from time to time.

1.5 If any term herein conflicts with any term in the schedules, then the schedules will take precedence, and the terms in the Assignment Schedule will prevail in the event of conflict between terms in the schedules.

2. THE CONTRACT

2.1 This Agreement constitutes the contract between Consol and the Client for the supply of the Contractor's services to the Client and is deemed to be accepted and agreed to by the Client by virtue of: (a) an Introduction to or the Engagement by the Client of a Contractor; or (b) the passing of information about the Contractor by the Client to any Third Party; or (c) the Client's interview or request to interview a Contractor; or (d) any written (including email or text) or other express acceptance of these terms; or (e) the signature by the Client of an Assignment Schedule, timesheet or invoice of a Contractor.

This Agreement will apply whether or not the Contractor is Engaged for the same type of work as that for which the Introduction was originally affected.

2.2 For the avoidance of doubt in the event that the Client fails to sign the relevant Assignment Schedule (including any extension or renewal of the same) within 24 hours preceding the Contractor commencing work for the Client, then the terms of the Assignment Schedule will be deemed to have been accepted and agreed to by the Client who agrees to be legally bound by the same.

2.3 This Agreement contain the entire agreement between the parties and unless otherwise agreed in writing by a Director of Consol, these terms prevail over any terms of business or purchase conditions put forward by the Client and will supersede all previous terms of business issued by Consol.

2.4 No variation or alternation to these terms will be valid unless approved by a Director of Consol in writing.

2.5 This Agreement is a framework agreement, the terms of which will apply to any and each Assignment Schedule agreed to by the parties.

3. THE SERVICES

3.1 The Services to be provided by Consol consist of the Introduction of Contractors to the Client for Engagement on a temporary or contract basis (including any Contractor's subsequent conversion to permanent employment).

3.2 Should the Client decide to Engage a Contractor then it will notify Consol immediately. In the case where a Client wishes to Engage a Contractor on a permanent basis the Client will also provide details of:

- (a) the Remuneration offered;
- (b) the terms of Engagement; and
- (c) anticipated start date for the Contractor.

3.3 Where Consol and the Client have agreed that the Contractor will be engaged on contract or temporary basis then Consol will provide the Client with an Assignment Schedule confirming the name of the Contractor, the agreed charge rate, term of the Assignment, notice periods and any other relevant details communicated and agreed between the parties. The Contractor should be treated as having opted out of the Conduct Regulations unless the Client is notified otherwise by Consol.

4. CLIENT

4.1 The Client will give to Consol such information as Consol may reasonably request from time to time in order to comply with its legal obligations under the Conduct Regulations, AWR or any other relevant legislation.

4.2 Where a Contractor that is in scope of the AWR has been engaged in an Assignment for 7 continuous

weeks and is likely be engaged for more than 12 continuous weeks (as defined in the AWR) the Client is required to inform Consol, in writing, with information regarding the working and employment conditions of comparator employees who are employed directly by the Client. Where the Client fails to provide Consol with the required information before the expiry of 13 continuous weeks worked by the relevant Contractor or fails to provide the correct information within the same timeframe, then the Client will fully indemnify Consol for any loss, damage, penalty, fine, action (including legal costs) or demand that Consol suffers as a result of the same. Furthermore, Consol will be entitled to terminate the Contractor's contract immediately without notice or liability should the Client fail to provide the correct and required information within the requisite timeframe.

4.3 The Client will be responsible for providing the necessary resources and facilities for the Contractor and acknowledges that only the Client is in the position to monitor the quality and delivery of the Assignment services on a day- to- day basis. The Client must take steps to ensure that the Contractor is treated as an independent contractor and should not be given employee style instructions or privileges.

4.4 The Client will ensure that it complies with all relevant health and safety legislation and acknowledges that it is solely liable for the provision of a safe place of work. The Client warrants that it has provided sufficient information to Consol on any risks to health and safety known to it relevant to an Assignment and the steps taken by it to prevent or control such risks.

4.5 The Client undertakes to notify Consol immediately of its, or any member of the Client's group's intention to: (1) Engage a Contractor Introduced by Consol; or (2) extend an Assignment or otherwise Engage directly or indirectly a Contractor Introduced or supplied by Consol.

4.6 The Client acknowledges that it is solely responsible and liable for the provision of access to its collective facilities, amenities and job vacancies on the first day of a Contractor commencing an Assignment with the Client where such Contractor is in scope of the AWR.

4.7 The Client acknowledges that if the Contractor is unable to provide any part of the Assignment services for whatever reason the Contractor will be entitled to provide a replacement consultant or sub-contract the performance of the Assignment services provided that Consol and the Client are reasonably satisfied that the replacement Contractor has the required skills and qualifications.

4.8 The Client acknowledges that Consol does not supervise, direct or control the Contractor's assignment services and it is for the Client to oversee the quality of the Contractor's assignment services, its satisfactory performance and to inform the Contractor of its reasonable requirements relating to working hours, health and safety, and any other operational requirements in relation to the Client's site.

4.9 Nothing in the Agreement will serve to create any employer/employee relationship or principal/agent relationship between; the Client and the Company; or the Contractor, the Consultant(s) and the Client.

4.10 The Client will notify Consol if it is a public authority or if an end client is a public authority upon an Introduction being made for an assignment and if Off Payroll is in scope then it will inform Consol of whether an Assignment is inside or outside IR35 as soon as practicable but prior to the Assignment's start date and will notify Consol if the IR35 status changes during an Assignment.

5. ASSIGNMENT SCHEDULE DETAILS

5.1 Prior to the commencement of the Assignment, or if this is not practical, upon commencement of the Assignment, Consol will send to the Client written confirmation of the Assignment specifying the duration of the Assignment, the identity of the Contractor, the hourly or daily rate charged by Consol together with such expenses as may have been agreed, any notice period to terminate the contract, the intervals at which invoices will be rendered to the Client by Consol and any other relevant information. The Client will notify Consol of any experience, training, qualifications or authorisations the Client requires the Contractor to hold or which are required by law or any professional body.

6. CHARGES

6.1 The Client agrees to pay the hourly, daily or monthly charges of Consol as notified at the commencement of the Assignment and which may be varied from time to time during the Assignment. The charges are calculated according to the number of hours or days worked by the Contractor (to the nearest quarter hour) and comprise mainly the Contractor's hourly or daily rate but also include Consol's commission and any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable. A standard working day is defined as 7.5 hours per day.

6.2 Value Added Tax (VAT), if applicable, is payable on the entirety of these charges.

6.3 Overtime will be charged at time and half after hours worked per day and double time for weekends and public holidays.

6.4 The charges are invoiced to the Client on a monthly or weekly basis as specified in the Assignment Schedule Details and are payable within 14 days.

6.5 Consol reserves the right to charge interest on any overdue amounts at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the date of payment.

6.6 There is no rebate payable in respect of the charges of Consol.

6.7 If the Client is unable to sign a timesheet produced for approval by the Contractor because the Client disputes the amount of time claimed, then the Client will notify Consol within 2 working days of such refusal to sign the timesheet and will co-operate fully and in a timely fashion with Consol to enable Consol to establish the veracity of the time and work claimed.

6.8 The Client acknowledges that Consol may increase its Charges where the cost of supply of the Contractor increases due to a change in legislation including where the cost of the Assignment Services increases due to equal pay entitlements under the AWR.

6.9 Without prejudice to Consol's termination rights, in the event of late payment of any invoice it will have the right to immediately suspend performance of this Agreement, including all Assignments, until such time as the Client pays all invoices due to Consol together with providing such security, whether financial or otherwise, as Consol reasonably considers necessary to secure its position in respect of future Fees.

6.10 All invoices will be deemed to be accepted in full by the Client in accordance with the payment terms stated unless the Client notifies Consol in writing within five days of receipt of any dispute and the reason for dispute. In the event the Client does so notify Consol that it wishes to dispute part of an invoice, the Client will pay the undisputed part of the invoice within the agreed payment terms and will co-operate fully with Consol in order to resolve the dispute as quickly as possible.

6.11 The Client will indemnify Consol from and against any and all loss, damage, cost or expenses (including legal expenses) which Consol may incur as a failure of the client to pay Consol's account on time or in taking steps to effect recovery of sums due from the Client.

7. TIMESHEETS

7.1 At the end of each month of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than one month or is completed or finished before the end of a month) the Client will sign or otherwise authorise Consol's time sheet verifying the number of hours or days worked by the Contractor during that period of the Assignment.

7.2 For assignments where a daily charge rate is agreed, please note charges will be made for each half day or part thereof worked by the candidate.

7.3 Signature/authorisation of the timesheet (whether in writing, by email or text message) by the Client is confirmation of the number of hours or days worked and constitutes acceptance that the Contractor's services have been provided for the hours or days indicated in accordance with these terms. Failure to sign the time sheet (or the relevant Assignment Schedule) does not affect the Client's obligation to pay the charges set out in these terms in respect of the hours or days worked.

8. PAYING THE CONTRACTOR

8.1 Consol is responsible for paying the Contractor and for deducting any sums as may be required by law.

9. INTRODUCTION FEES

9.1 At the Client's request Consol can consider changing the Engagement from contract to permanent or direct hire. The introduction fee to transfer a Contractor to a permanent or direct hire Engagement is 25% of first year annual Remuneration with fees payable within the timeframe stipulated in these terms.

9.2 The Engagement by a Client of a Contractor that has been Introduced and/or supplied by Consol without the prior written agreement of Consol (either directly or indirectly through a Third Party), or the introduction by the Client of a Contractor to any Third Party resulting in an Engagement, renders the Client subject to the payment of an introduction fee of 30% of the annualised charge, calculated by multiplying the hourly, daily or monthly fee to provide an annualised charge. The introduction fee will be payable provided the Engagement takes place within a period of 6 months from the termination of the Assignment under which the Contractor was last supplied, or if there was no Assignment, within 6 months of the Introduction of the Contractor by Consol. 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.

9.3 In the case of an Assignment for the supply of a Contractor who has not opted out of the Conduct Regulations, the restriction period will be the Relevant Period as defined in Regulation 10, clause 5 of the Conduct Regulations. The client may elect, by giving 28 written days' notice, to an extended period of hire (Extended Period of Hire) of 52 weeks, rather than payment of an introduction fee. Should the Extended Period of Hire terminate prior to its expiry or the Contractor refuse or be unable to continue to perform the Services, then Consol reserves the right to charge an appropriate introduction fee as an alternative.

9.4 If the Engagement follows an Introduction but no supply by Consol and Consol has insufficient information to calculate an annualized charge then a flat introduction of £24,000 plus applicable sales tax shall apply.

9.5 Clause 9 will survive the termination of this Agreement for the respective restriction period.

10. LIABILITY

10.1 Whilst every effort is made by Consol to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Contractors and to provide the same in accordance with the Assignment details provided by the Client, no liability is accepted by Consol for any loss, expense, damage, costs or delay arising from the failure to provide a Contractor for all or part of the period of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Contractor or if the Contractor terminates the Assignment for any reason. For the avoidance of doubt, Consol does not exclude liability for death or personal injury arising from its own negligence or any other liability it cannot exclude under any applicable law.

10.2 The Client will comply in all respects with all relevant statutes, by-laws and legal requirements including provision of adequate Public Liability insurance in respect of the Contractor. The Client will indemnify Consol against any costs, claims, damages and expenses incurred by Consol as a result of any breach of these terms by the Client.

10.3 The Client will fully indemnify and keep indemnified Consol against any costs, claims or liabilities incurred by Consol arising out of any act or omission of the Client (or its employees, agents, officers or contractors) or arising out of any breach of applicable law or these terms by the Client, including such liability Consol may incur pursuant to the Intermediaries Legislation if the Client is reasonably believed to have exercised supervision, direction or control over the Consultant.

10.4 The total liability of Consol (including that assumed under any indemnity) under this Agreement (or arising under statute, tort or for any other reason) will not exceed the total margin amount paid by the Client to Consol for the relevant Contractor during the Assignment in which the alleged claims or liabilities arise. For the avoidance of doubt this amount does not include any amounts relating to the fees paid to the Contractor.

10.5 Consol will not be liable for any indirect, special and consequential losses including such losses relating to hardware, software, data, waste of management or staff time or any loss of profit, business, opportunity, revenue, goodwill or anticipated savings of the Client or any third party.

11. TERMINATION OF AN ASSIGNMENT

11.1 Either party may terminate the Assignment by giving to the other in writing the period of notice specified in the Assignment Details Schedule.

11.2 Notwithstanding the provisions of sub-clause 10.1 the Client may terminate the Assignment forthwith by notice in writing to Consol where:

11.2.1 The Contractor is in wilful or persistent breach of its obligations, suspected of fraud, dishonesty or misconduct;

11.2.2 The Client reasonably believes that the Contractor has not observed any condition of confidentiality applicable to the Contractor from time to time; or

11.2.3 The Contractor's services are deemed unsatisfactory by the Client and in the case of poor performance which is non-material and capable of remedy, the Contractor fails to remedy it within 5 working days of receiving notice from the Client giving full particulars of the poor performance and requiring the same to be remedied.

11.3 Consol may terminate an Assignment forthwith by notice in writing and claim all monies due under all Assignments including work in progress unsupported by signed timesheets if:

11.3.1 the Client is in wilful or persistent breach of its obligations under this Agreement;

11.3.2 the Client fails to pay any amount which is due to the Company in full and on the date that the payment falls due; or

11.3.3 the Client is dissolved, ceases to conduct all or substantially all of its business, is or becomes unable to pay its debts as they fall due, goes into liquidation or a receiver, administrative receiver, or someone of similar office be appointed to the Client or any part of its assets or undertakings.

12. INTELLECTUAL PROPERTY RIGHTS, CONFIDENTIALITY AND DATA PROTECTION

12.1 The parties agree that all Intellectual Property produced by or on behalf of the Contractor in connection with or relating to this Agreement will vest in and belong to the Client. Consol will seek to procure, by contracting with the Contractor on the same terms as stated herein, that the Contractor irrevocably assigns to the Client all present and future rights with full title guarantee throughout the world, free from all encumbrance, save such rights as may be expressly owned or retained by the Contractor and set out in an Assignment Schedule.

12.2 Both parties will use reasonable endeavours to ensure that they will at all times keep confidential (and take reasonable steps to procure that the Contractors, their employees and agents will keep confidential) and will not at any time for any reason disclose, publish or permit to be disclosed to any person, or published, or otherwise make use of, or permit to be made use of, any Confidential Information.

12.3 The Client will observe the provisions of all relevant data protection laws and regulations and consents to Consol processing relevant personal data connected to its employment business services, including receipt of relevant marketing, and exporting and /or processing personal data outside of the European Economic Area, which will include storage of the personal data.

13. GENERAL

13.1 If any of the provisions of this Agreement be determined by any competent authority to be unenforceable to any extent, such provision will, to that extent, be severed from the remaining provisions, which will continue to be valid to the fullest extent permitted by applicable laws.

13.2 Except as expressly provided in this Agreement a person who is not a party to this Agreement will have no rights to enforce any term of this Agreement.

13.3 Consol may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under this Agreement. The Client may do likewise with Consol's consent, not to be unreasonably withheld.

13.4 Neither party will be liable to the other or be deemed to be in breach of this Agreement by reason of any delay in relation to the Services, if the delay or failure is due to Force Majeure.

13.5 No failure or delay by either party in exercising any of its rights under this Agreement will be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of the same or any other provision.

13.6 All notices required to be given under this Agreement will be in writing and may be delivered personally, by post to each parties' registered office or by email. Any such notice will be deemed to be served if by hand when delivered, if by post 48 hours following posting and if by email when that email is sent or 9am the following business day of the sender if sent out of business hours.

14. BRIBERY AND MODERN SLAVERY

14.1 The Client will comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti- corruption (Anti Bribery Laws) which will include compliance with the Anti Bribery Laws of the United Kingdom.

14.2 The parties will comply with all applicable anti-slavery and human trafficking laws and regulations from time to time in force which will include the Modern Slavery Act 2015.

15. NON-SOLICITATION

15.1 The Client agrees not to directly or indirectly Engage with an Employee for a period of 12 months from the date of the expiry of this Agreement, or the date of first Introduction whichever is the latest. In the event of an Engagement with and Employee, the Client will be liable to pay a fee equal to either; 30% of the Employee's anticipated Remuneration with the Client or 100% of the gross profit invoiced on placements or assignments made by the Employee in the 12 months prior to the Employee's termination date, whichever is the greater. VAT will be charged in addition to the fee. No guarantee will be provided.

16. LAW

16.1 These terms are governed by the laws of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.

Client Company Name:

Name:

Position:

Date:

Authorised Signature on behalf of the Client:

Name:

Position:

Date:

Authorised Signature on behalf of the Employment Business:



ASSIGNMENT SCHEDULE DETAILS

Name: contractor name

Signature of this Assignment Schedule reconfirms acceptance of CLIENT TERMS OF BUSINESS FOR THE SUPPLY OF CONTRACT RECRUITMENT SERVICES

AGREEMENT NUMBER:

Assignment Number:	xxxxxx
Client Name:	client name
Start date of assignment:	start date
End date of assignment:	end date
Nature of services:	job title
Location of work:	site location
Hours of work:	00
Charge rate:	£
Intervals of Invoicing:	00
Notice Period:	00
Special Conditions (if applicable):	

Name:	Company:
Position:	Name:
Date:	Position:
	Date:
<i>Authorised Signatory of Consol</i>	<i>Authorised Signatory of the Client</i>

