

Fixed Term Contracts

If the client agrees to engage a Candidate on a fixed term contract, then the following fees shall apply:

Agreed Contract Duration	Introduction Fee
Up to 6 months	50% of permanent introduction fee (not on a pro rata basis)
6 to 12 months	50% - 100% of permanent introduction fee (apportioned on a pro rata basis)

For the purpose of calculating the permanent introduction fee, the total first year's remuneration is the Candidate's gross taxable pay (i.e. the gross emoluments and benefits before applying any exemptions, allowances or deductions for income tax purposes) for the period of the fixed term contract extrapolated (on a directly proportional basis) to the amount payable over a 12 month period.

If the contract duration is extended, or the Client engages or makes use of the Candidate in any capacity within 12 months of introduction, the Client shall be liable for the balance of the permanent introduction fee.



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Terms & Conditions of Business



DK Associates Ltd

Permanent Recruitment

Total Annual Salary	Permanent Introduction Fee %
0,000 – 9,999	14
10,000 – 14,999	16
15,000 – 19,999	18
20,000 – 29,999	23
30,000+	28

Rebate Periods

It is important to note that the Company does not recognise 'trial periods'. However, should the applicant, having taken up employment, subsequently leave, the following credit will be allowed by the Company, provided that the fee due for the applicant has been paid in full within 14 days from the relevant invoice date.

Period of Employment	Percentage of Credit
Up to 2 weeks	85% <small>subject to £50 minimum charge</small>
Not exceeding 3 weeks	60%
Not exceeding 4 weeks	40%
Not exceeding 5 weeks	30%
Not exceeding 6 weeks	20%
Not exceeding 7 weeks	10%
Not exceeding 8 weeks	5%

1. DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

Applicant	means any staff introduced by the Company, whether or not known to the Client previously and whether or not engaged by the Client.
Assignment	means the period during which the Temporary Worker is supplied to render services to the Client.
Client	means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Temporary Worker is supplied or details of the Applicant are supplied.
Company Engagement	means D K Associates Limited .
	means the engagement, employment or use of an Applicant or Temporary Worker by the Client 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.
Introduction	means passing to the Client a curriculum vitae or any other information identifying an Applicant or Temporary Worker, the Client's interview of an Applicant or Temporary Worker in person or by telephone which leads to an Engagement of that Applicant or Temporary Worker by the Client whether or not the Client knew of the Applicant or Temporary Worker previously.
Introduction Fee	means the fee payable by the Client in the circumstances outlined in clauses 6.3 and 11 calculated pursuant to the provisions contained in clause 6.5.
Temporary Worker	means the individual whose services are supplied by the Company to the Client

- 1.2 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.3 The headings contained in these Terms are for convenience only and do not affect their interpretation.

2. GENERAL

- 2.1 The following terms and conditions apply to all Introductions to or Engagements of Applicants or Temporary Workers by the Client. These terms and conditions apply to the exclusion of any terms of business or purchase conditions of the Client unless otherwise agreed in writing.
- 2.2 These terms and conditions are deemed to be accepted by the Client by virtue of an Introduction to or Engagement of any Applicant or Temporary Worker.
- 2.3 No alteration of these terms and conditions shall be effective unless agreed in writing and signed by a Director of the Company. No other agent or employee of the Company has the authority to vary or qualify these terms in any way.
- 2.4 The Company has no authority to enter into binding contracts on behalf of any Applicant. Any Engagement by the Client may create a relationship of employer and employee between the Client and the Applicant (as defined in the Employment Rights Act 1996).

3. LIABILITY TO PAY FEES

- 3.1 All fees, charges and accounts are payable within 14 days of receipt of the relevant invoice. VAT is payable on all charges.
- 3.2 If the invoice is not paid in full within the 14 day period set out in clause 3.1 the Company is entitled to charge interest on any outstanding amount at the rate of 8% above the base rate of the Bank of England from time to time prevailing from the date payment is due until the actual lending date of payment.
- 3.3 The Client agrees to pay an Introduction Fee to the Company in any of the circumstances referred to in clauses 6.3 and 11.

PERMANENT STAFF

4. PROVISION OF INFORMATION

- 4.1 At the time of requesting an Applicant for a vacancy, the Client shall (except to the extent that it has already done so) provide to the Company the following Information:
- 4.1.1 the identity of the Client and the nature of its business;
- 4.1.2 the proposed date of commencement and duration of the vacancy;
- 4.1.3 the position, type of work, location and hours of the vacancy;
- 4.1.4 details of any risks to health and safety connected to the vacancy;
- 4.1.5 the experience, training, ability, qualifications and authorisation (if any) required of the Applicant;
- 4.1.6 any other details reasonably requested by the company.

5. SUITABILITY AND LIABILITY

- 5.1 Whilst the Company will use all reasonable endeavours to introduce a suitable Applicant to the Client, it cannot guarantee to find a suitable Applicant for every vacancy.

- 5.2 The Company will use all reasonable endeavours to ensure the suitability of Applicants introduced to the Client. However, it is essential that the Client establishes references concerning the Applicants skills, qualifications and general integrity. The Client shall be responsible for ensuring such qualifications as are required by law and the Company does not warrant the Applicants suitability and/or qualifications.
- 5.3 Except under the terms outlined in these terms and conditions, no liability whatsoever is accepted by the Company in relation to the Applicants suitability and/or his/her qualifications nor will the Company assume any liability whatsoever 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 Company 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 Company to introduce any Applicant. The Company does not exclude liability for death or personal injury arising from its own negligence.
- 5.4 The Client acknowledges that the limitations and exclusions of the obligations and liabilities of the Company set out in these terms and conditions are reasonable and reflected in the fee payable to the Company, and the Client shall accept risk and/or insure accordingly.

6. NOTIFICATION AND FEES

- 6.1 The Client agrees:
- 6.1.1 to notify the Company immediately of any offer of an Engagement which it makes to an Applicant;
- 6.1.2 to notify the Company immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the remuneration to the Company; and
- 6.2 No Introduction Fee is incurred by the Client until the Applicant accepts the offer of the Engagement when the Company will render an invoice to the Client for its fees.
- 6.3 The Introduction Fee payable by the Client is for the Introduction of an Applicant resulting in an Engagement in accordance with the Company scale of fees which appear at clause 6.5, depending upon the salary payable for the Engagement. Salary is deemed to include the annual basic salary or wage or retainer paid, plus any allowances or other payments forming part of taxable emoluments. In the event that any salary is guaranteed for a period of less than 12 months then annual salary will be calculated as if such payment were guaranteed for the entire 12 month period, pro rata.
- 6.4 An Introduction made by the Company is confidential. If the Client or any representative or employee of the Client refers an Applicant to any other person, firm or corporation within three months of the initial Introduction leading to the engagement of that Applicant by such third party, then the Introduction Fee, calculated under clause 6.5, will become payable by the Client as though the Client themselves had engaged the Applicant.
- 6.5 The Introduction Fee is to be calculated on a percentage basis of the salary as defined in clause 6.3 on the following scale:-

Total Annual Salary	Permanent Introduction Fee %
0,000 – 9,999	14
10,000 – 14,999	16
15,000 – 19,999	18
20,000 – 29,999	23
30,000+	28

7. REBATES

- 7.1 In order to qualify for the following rebates, the Client must pay the Company's Introduction Fee in full within 7 days from the date of delivery of the invoice and must notify the Company in writing of the termination of the Engagement within 7 days of its termination.
- 7.2 If the Engagement terminates before the expiry of 8 weeks from the commencement of the Engagement, then subject to clause 7.3 the fee will be rebated in accordance with the following scale:-

	Period of Employment	Percentage of Credit
Rebate Periods	up to 2 weeks	85% subject to £50 minimum charge
	Not exceeding 3 weeks	60%
	Not exceeding 4 weeks	40%
	Not exceeding 5 weeks	30%
	Not exceeding 6 weeks	20%
	Not exceeding 7 weeks	10%
	Not exceeding 8 weeks	5%

- 7.3 No rebate is payable in the following circumstances:
- 7.3.1 The Applicant is/was an employee of the Company.
- 7.3.2 The Client refers the Applicant to another person, firm or Company within three months of the initial Introduction by the Company.
- 7.3.3 The Applicant having been previously engaged on a temporary assignment by the Client is re-engaged on a direct temporary or permanent basis by the Client or any subsidiary or associate Company of the Client within three months of the termination of the temporary assignment.
- 7.3.4 The Applicant is made redundant or unlawfully dismissed by the Client.
- 7.4 Should the Client or any subsidiary or associate Company of the Client subsequently re-engage the Applicant within the period of 3 calendar months from the date of termination of the Engagement or withdrawal of the offer, a further Introduction Fee calculated in accordance with clause 6.5 becomes payable, with no entitlement to the refund.
- 7.5 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 Company a minimum fee of £50.

8. FIXED TERM CONTRACTS

- 8.1 If the client agrees to engage a Candidate on a fixed term contract, then the following fees shall apply:

Agreed Contract Duration	Introduction Fee
Up to 6 months	50% of permanent introduction fee (not on a pro rata basis)
6 to 12 months	50% - 100% of permanent introduction fee (apportioned on a pro rata basis)

- 8.2 For the purpose of calculating the permanent introduction fee, the total first year's remuneration is the Candidate's gross taxable pay (i.e. the gross emoluments and benefits before applying any exemptions, allowances or deductions for income tax purposes) for the period of the fixed term contract extrapolated (on a directly proportional basis) to the amount payable over a 12 month period.
- 8.3 If the contract duration is extended, or the Client engages or makes use of the Candidate in any capacity within 12 months of introduction, the Client shall be liable for the balance of the permanent introduction fee.

TEMPORARY WORKERS

9. PROVISION OF INFORMATION

- 9.1 At the time of requesting a Temporary Worker for an Assignment, the Client shall (except to the extent that it has already done so) provide to the Company the following information:
- 9.1.1 the identity of the Client and the nature of its business;
- 9.1.2 the proposed date of commencement and duration of the Assignment;
- 9.1.3 the position, type of work, location and hours of the Assignment;
- 9.1.4 the experience, training, ability, qualifications and authorisation (if any) required of the Temporary Worker;
- 9.1.5 any other details reasonable requested by the Company.
- 9.2 The Client will assist the Company in complying with the Company's duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Company and the Client will not do anything to cause the Company to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Temporary Worker for more than 48 hours in any week the Client must notify the Company of this requirement before the commencement of that week.

10. CHARGES

- 10.1 The Client agrees to pay the hourly charges of the Company as notified at the commencement of the Assignment and as may be varied from time to time during the Assignment. The charges are calculated according to the number of hours worked by the Temporary Worker (to the nearest quarter hour). The charges are comprised mainly of the Temporary Workers remuneration but also include the Company's commission, employers national insurance contributions 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.

11. TIME SHEETS

- 11.1 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 or is completed before the end of a week) the Client shall sign the Company's time sheet verifying the number of hours (to the nearest quarter of an hour) worked by the Temporary Worker during that week.

- 11.2 Signature of the time sheet by the Client indicates satisfaction with the services provided by the Temporary Worker and confirmation of the number of hours worked. Failure to sign the time sheet does not absolve the Clients obligation to pay the charges in respect of the hours worked.

12. REMUNERATION

The Company assumes responsibility for payment of the Temporary Workers remuneration and where appropriate for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker.

13. INTRODUCTION FEE

- 13.1 The direct or indirect Engagement by a Client of a Temporary Worker introduced by the Company or the introduction by the Client of a Temporary Worker to any third party resulting in an Engagement (or, where applicable, if the Temporary Worker has become incorporated under a limited company, the Engagement by that limited company) renders the Client subject to the payment of an Introduction Fee calculated in accordance with clause 6.5 provided that the Engagement takes place within a period of 6 months from the termination of the Assignment under which the Temporary Worker was last supplied, or if there was no Assignment, within 6 months of the Introduction of the Temporary Worker by the Company. Where the client fails to inform the Company of the annual remuneration, the Introduction Fee will be calculated by multiplying the hourly charge of the Company for the Temporary Workers services by 200 times. No refund of the Introduction Fee will be paid in the event that the Engagement subsequently terminates.

14. HOLIDAYS

- 14.1 The Client accepts that a Temporary Worker may be entitled to paid holiday in line with the Working Time Regulations.
- 14.2 Any holiday which the Temporary Worker may be entitled to shall be taken within the holiday year of the Company which runs between 1 January - 31 December.
- 14.3 Where the Temporary Worker is entitled to paid holiday the Company shall be responsible for paying the remuneration of the Temporary Worker in full for that period.

15. LIABILITY

- 15.1 Whilst every effort is made by the Company to give satisfaction to the Client by ensuring reasonable standards of skill, integrity and reliability from Temporary Workers and further provide them in accordance with the Clients booking details the Company is not liable for any loss, expense, damage or delay arising from any failure to provide any Temporary Worker for all or part of the period of the booking or from negligence, dishonesty, misconduct or lack of skill of the Temporary Worker. For the avoidance of doubt, the Company does not exclude liability for death or personal injury arising from its own negligence.
- 15.2 Temporary Workers are engaged by the Company under a contract of service. They are deemed to be under the supervision, direction and control of the Client from time to time they report to take up duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors or omissions of the Temporary Worker, whether willful, negligent or otherwise as though he was on the payroll of the Client. The Client will also comply in all respects with all statutes including for the avoidance of doubt, the Working Time Regulations, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Clients own staff including in particular the provision of adequate Employers and Public Liability Insurance Cover for the Temporary Worker during all Assignments.
- 15.3 The Client shall indemnify and keep indemnified the Company against any costs, claims or liabilities incurred by the Company arising out of any Assignment and/or as a result of any breach of these Terms by a Client.
- 15.4 The Client acknowledges that the limitations and exclusions of the obligations and liabilities of the Company are set out in these terms and conditions are reasonable and reflected in the fee payable to the Company and the Client shall accept risk and/or insure accordingly.

16. TERMINATION

- 16.1 The Client undertakes to supervise the Temporary Worker sufficiently to ensure the Clients satisfaction with the Temporary Workers standards of workmanship. If the Client reasonably considers that the services of the Temporary Worker are unsatisfactory the Client may terminate the Assignment either by instructing the Temporary Worker to leave the Assignment immediately or by directing the Company to remove the Temporary Worker. The Company may in such circumstances reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates:-
- 16.1.1 within four hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours;
- 16.1.2 within two hours for bookings of seven hours or less and also provided that notification of the unsuitability of the Temporary Worker is confirmed in writing to the Company within 48 hours of the termination of the Assignment.

17. LAW

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