

TERMS & CONDITIONS OF BUSINESS OF SOLUTIONS ENGINEERING RECRUITMENT LTD (SER LTD) FOR TEMPORARY STAFFING

Date:

Client: (The Client)

Contact:

Applicant/Engineer: (The Engineer or Applicant)

Consultant:

Assignment length:

Expected assignment start date:

File Reference:

1. The sending of these terms by Solutions Engineering Recruitment Ltd to the Client either by post or email shall be deemed as acceptance of these terms whether or not the Client has signed these terms, unless the Client notifies Solutions Engineering Recruitment Ltd before the commencement date.

2. Charges are made on an hourly basis, the hours worked will be verified by the client either verbally, written or via Email. A minimum of ten hours in any one-week will be charged. The hourly rate will be quoted in advance, and is inclusive of all statutory payroll charges.

The agreed hourly rate for normal working hours for the worker: £.....per hour

The agreed hourly rate for overtime will be charged as per **The Clients** standard contract of employment.

The agreed hourly rate for Sunday and bank holiday work will be charged as per **The Clients** standard contract of employment.

Expenses will be reimbursed at cost to the engineer/applicant by Solutions Engineering Recruitment Ltd and included in the weekly invoice raised to the Client.

The Client must agree all expenses before the engineer/applicant is reimbursed.

Should the Applicant/Engineer be unable to work due to sickness for any working day up to a maximum of 5 consecutive days the standard hourly rate of pay is payable for 8 hours per day for each day off due to sickness, this is only applicable after three continual months service has been completed.

Should the engineer be unable to continue work after five consecutive days off work then this contract and the contract between Solutions Engineering Recruitment Ltd and the Applicant/Engineer can be terminated.

3. All rates are inclusive of National Insurance contributions and holiday pay and exclusive of VAT.

4. The hourly rate quoted will apply to the Clients' **standard working week of 40 hours**. Payments for overtime, shift working, call out, travelling and other special payments will be agreed with the Client beforehand and charged at the agreed overtime rate unless otherwise agreed with Solutions Engineering Recruitment Ltd.
5. Solutions Engineering Recruitment Ltd invoices will be raised on a weekly basis with a **£00.00 Admin fee** and are payable within seven days from the date of invoice.
6. All invoices will be raised and submitted to the Client on the day the applicants' commencement of employment or as soon as is practicable and payment is to be made within 7 days of the invoice date.
7. All invoices not paid within 30 days will be subject to a further 5% charge based on the initial fee. This will continue at a further 5% per month for the period that the invoice is outstanding. Should the services of a debt collection company be used by Solutions Engineering Recruitment Ltd then a fee of £500.00 will be charged to the client over and above any interest which may be payable.
8. **Temporary to Permanent Fee Rate**
Once the initial temporary period of employment has been successfully completed and providing that the applicant wishes to continue working for the Client, and the Client wishes to employ the applicant then the Client may make an offer of full time employment to the applicant via Solutions Engineering Recruitment Ltd.

Once the offer of employment is accepted by the applicant then Solutions Engineering Recruitment Ltd standard terms for permanent placements will be applicable.
9. If during or within twelve months of the completion of an assignment with a particular client, a temporary worker who was introduced by us to the Client is offered and accepts an engagement, then our normal agency introduction fee is payable by the Client concerned irrespective of whether the employment is for an indefinite or limited period. The fee will be **20%** of the annual starting basic salary. Solutions Engineering Recruitment Ltd terms and conditions for permanent staff placements will then apply.
10. Whilst we make every effort to provide and maintain reliable staff of the highest quality and in accordance with the standards required by our Clients, no liability will be accepted by us for any loss, damage costs or expenses however arising consequent upon the failure to provide staff or the dishonesty, negligence, misconduct or lack of skill of the staff so provided.
11. All temporary staff provided are engaged by us under contracts for services by us but shall be under the direction and control of the Client from the time of entering the premises at which they are employed to work to take up their duties until the end of their assignment, and the Client shall comply with all legal obligations imposed on an employer whether by statute or at common law or otherwise in relation to such temporary staff as if such temporary staff were the direct employees of the Client and the Client shall indemnify Solutions Engineering Recruitment Ltd against all claims, demands and liability arising out of any failure by the Client or the Clients employees to comply with such legal obligations.
12. The supervision, direction and control of a temporary worker assigned to the Client are the responsibility of the Client for the duration of the assignment. The Client will also comply in all respects with all statutes including, for the avoidance of doubt, the working time regulations, bye-laws, codes of practice and legal requirements which the client is ordinarily subject to in respect of the client's own staff including in particular the provision of adequate Employer's and Public Liability insurance cover for the temporary worker during all assignments.
13. In making use of our temporary staff services the Client will be deemed to have accepted these terms of business which can only be varied by Solutions Engineering Recruitment Ltd agreement in writing.

Signed on behalf of Solutions Engineering Recruitment Ltd:

By:

Name:

Title:

Date:

Signed on behalf of the client:

By:

Name:

Title:

Date: