

**GPW - TERMS OF BUSINESS FOR THE SUPPLY OF PERMANENT AND TEMPORARY STAFF**

In these Terms of Business the following expressions shall have the following meanings:-

“GPW”	means GPW Design Services Limited of Worsley House, North Road, St Helens, England, WA10 2BL or any of its associated or subsidiary companies or divisions.
“the Client”	Any person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Candidate or Temporary Worker is introduced by GPW.
“the Candidate”	Any person introduced to the Client by GPW for a permanent post.
“the Temporary Worker”	Any person introduced to the Client by GPW for a temporary assignment.
“Remuneration”	means the annual total of all taxable emoluments, including guarantees, bonuses, commissions etc. payable to or receivable by the Candidate or Temporary Worker pursuant to the Engagement.
“Engagement”	means the appointment of the Candidate or Temporary Worker to provide services for or on behalf of the Client whether temporary or permanent or under a contract of service or for services, or under an agency, licensee, franchise or partnership agreement and whether for the post in respect of which the introduction was made or otherwise.
“Introduction”	means the presentation of a Candidate or Temporary Worker or the provision of identifying details of a Candidate or Temporary Worker by GPW to the Client, whether or not the Client had knowledge of such Candidate or Temporary Worker prior to the Introduction.

1. All Introductions made by GPW shall be subject to these Terms of Business and no variation thereof will be valid unless expressly agreed in writing by an authorised representative of the Managing Director of GPW. The interviewing by the Client of a Candidate or Temporary Worker or the request by the Client for an Introduction of one or more Candidates or Temporary Workers will be deemed to be acceptance by the Client of these Terms of Business to the exclusion of any other terms of business. These Terms of Business contain the entire agreement between the parties and in the event of a conflict between these Terms of Business and any other terms of business these Terms of Business shall prevail. GPW is entitled to assume that any employee or agent of the Client has its authority to bind the Client (unless the Client notifies GPW otherwise in writing) and GPW is not required to seek confirmation of that authority.

**INTRODUCTION**

2. GPW acts as an employment agency in the introduction of Candidates for permanent positions and as an employment business in the introduction and supply of Temporary Workers (as such terms are defined in the Employment Agencies Act 1973) and any Candidates or Temporary Workers introduced or supplied are not to be regarded as employees of GPW.
3. The Client undertakes to keep all documents provided by GPW relating to the Candidate or Temporary Worker confidential and not disclose them to any third party without GPW’s consent and will indemnify GPW against all losses, costs, claims, demands, liabilities and expenses incurred by GPW arising from any breach of this undertaking by the Client.
4. Information which GPW has received in writing or verbally from a Candidate or Temporary Worker is accepted in good faith. GPW will make all reasonable endeavours to ensure the accuracy of such information. GPW does not, however accept liability for any loss or damage, however caused, arising in any way from, or in connection with, the introduction or engagement of a Candidate or Temporary Worker. GPW shall not be liable for any loss or damage suffered by the Client or incurred by the Client arising as a result of the negligence, dishonesty or fraud of the Candidate or Temporary Worker or the negligence of GPW SAVE THAT nothing in these Terms of Business shall be construed as purporting to exclude or restrict any liability of GPW to the client for death or personal injury resulting from its negligence as defined in the Unfair Contract Terms Act 1977.
5. The Client is responsible for taking up the references (if any) offered by the Candidate, however the Client undertakes not to approach the Candidate’s present employer without the Candidate’s express permission. The Client shall be responsible for conducting any medical, aptitude or other tests as the Client considers necessary in respect of the Candidate or Temporary Worker and obtaining any permits, licences or other permissions which the Client may require before lawfully employing the Candidate or Temporary Worker.
6. GPW will not make any introduction or supply of Candidates or Temporary Workers to the Client until the Client has supplied GPW with the following information:-
  - (a) details confirming the Client’s personal and corporate identity and the nature of its business;



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- (b) the proposed start date for a Candidate or Temporary Worker and the likely duration of the work;
- (c) the position the Client is seeking to fill, together with a summary of the type of work the Candidate or Temporary Worker would be required to do, the location and hours at which he would be expected to work, details of any potential health and safety risks and any steps the Client has taken to limit such risks including copies of any and all relevant risk assessments undertaken by it in respect of the position it is seeking to fill;
- (d) details of the experience, training, qualifications and any authorisations required to be possessed by the Candidate or Temporary Worker (either as required by law or a professional body, or as the Client considers necessary);
- (e) any expenses payable by or to the Candidate or Temporary Worker;
- (f) the minimum rate of remuneration and benefits to be offered and the intervals at which payment would be made, and the length of notice a Candidate in such a position would be required to give or entitled to receive, on termination of their engagement;
- (g) written confirmation from the Client, signed by an authorised representative, confirming that it is aware of all the legal and/or professional requirements to be satisfied before the Candidate or Temporary Workers can be supplied or engaged, together with confirmation that the supply by GPW to the Client of Candidates or Temporary Workers will not be detrimental to its interests; and
- (h) written confirmation from the Client signed by an authorised representative, confirming that it authorises GPW to disclose any and all information provided by it under this clause 6 to such of GPW's officers and employees as GPW shall see fit, and authorising GPW and such officers and employees to disclose any of the information to Candidates or Temporary Workers introduced or supplied by GPW.

#### **PERMANENT STAFF TERMS**

7. The Placement Fee payable to GPW by the Client for the introduction of a Candidate for a permanent position which results (whether directly or indirectly) in an Engagement is calculated at 25% of Remuneration. The minimum Placement Fee in all cases is £2,500. Where the Remuneration is not known to GPW then the Placement Fee shall be equal to 300 times GPW's standard hourly Charge Rate for Temporary Workers of the category of the Candidate. In the event that the Engagement is for a fixed term of less than 12 months, the Placement Fee will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Candidate within 6 calendar months from the date of termination of the first Engagement the Client shall be liable to pay a further fee based on the conditional Remuneration applicable for the period of Engagement following the initial fixed term up to the Termination of the second Engagement or the first anniversary of its commencement whichever is the sooner.

The Client agrees:

- (a) to notify GPW immediately of any offer of Engagement which it makes to a Candidate;
- (b) to notify GPW immediately that its offer of Engagement to the Candidate has been accepted and to provide details of the Remuneration to GPW; and
- (c) to pay GPW's fees within 28 days of the date of invoice.

If, after an offer of Engagement has been made to the Candidate, the Client decides for any reason to withdraw it before the commencement of the Engagement, the Client shall be liable to pay the Agency two-thirds of the Placement Fee payable to the Agency by the Client as calculated in accordance with clause 7.

8. If within 12 months of an Introduction of a Candidate to the Client by GPW acting as an employment agency the Client or any representative or employee of the Client refers such a Candidate to any other person body firm or corporation (whether or not associated with the Client) which results in an Engagement by that person body firm or corporation the Client must notify GPW and it will be liable:-
- (a) if the Candidate is used in a permanent capacity and the Remuneration is known to GPW for a Placement Fee as set out in clause 7 above; or
  - (b) in any other case, a fee equal to 300 times GPW's standard hourly Charge Rate for Temporary Workers of the category of the Candidate.

No rebate shall apply in respect of any such fee charged.

#### **INTERVIEW EXPENSES**

9. The Client shall undertake to pay reasonable charges of GPW when attending interviews at the request of the Client, where the time expended in total exceeds more than three hours (including travelling time).

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A Division of GPW Design Services Ltd.  
Registered Offices: Worsley House, North Road, St Helens, WA10 2BL  
Registered in England No: 1248003 VAT Registration No GB 374 0528 55



Certificate No. 0377

10. The Client undertakes to pay all expenses in connection with the Introductions including, but not limited to,:
- All reasonable travelling expenses claimed by Candidates attending interviews with the Client.
  - All expenses incurred by GPW (including travelling and hotel expenses).
  - Costs of any advertising including production costs (to be agreed in writing as between GPW and the Client).
  - Psychometric assessment and any similar tests, medical examinations or assessment (if required by Client).

#### **REFUND OF PLACEMENT FEES**

11. If the Client Engages a Candidate introduced by GPW for a permanent position and the Engagement is lawfully terminated within the first 12 weeks of the commencement of the Engagement (other than by transfer of that Candidate to an associated firm or company or where that Candidate is made redundant), GPW may in its sole discretion grant the Client a refund of any Placement Fee charged as set out herein:-

Up to 4 weeks worked - 50% refund of Placement Fee.

Between 5 and 8 weeks worked - 30% refund of Placement Fee.

Between 9 and 12 weeks worked - 10% refund of Placement Fee.

More than 12 weeks worked – 0% refund of Placement Fee.

Applications for refund must be made in writing and sent by registered post to GPW giving the starting and finishing dates of the Engagement and the circumstances of the termination, and will only be considered by GPW if the Client has settled GPW's invoice within 28 days of the invoice date and has notified GPW in writing by registered post within seven days of the date of termination.

If the Client or any subsidiary or associated company of the Client subsequently re-engages the Candidate within twelve calendar months from date of termination, a full fee will become payable.

#### **TEMPORARY STAFF TERMS**

12. The Client shall pay GPW's charges for the supply of Temporary Workers. Rates vary according to category and grade of Temporary Workers supplied. The charge for the supply of a Temporary Worker shall be such amount as is advised to the Client at the time of booking, or if no such charge is advised, in accordance with GPW's scale of charges in force at the time, copies of which are available on request. Rates quoted are excluding VAT. These charges/rates are exclusive of any travelling or other expenses. GPW will be responsible for any payment which may be required to be made by law by it in respect of tax and National Insurance contributions or otherwise on monies paid to the relevant Temporary Worker. GPW reserves the right to review and/or increase the rate chargeable for the supply of Temporary Workers whether during the course of an assignment or otherwise. The Client will of course be notified of such review as and when it happens. Any reviewed or increased rates will be payable in accordance with these Terms of Business.
13. The Client shall countersign a completed timesheet in such form as GPW requires for each week (or part thereof) of an assignment being carried out by a Temporary Worker supplied by GPW showing a true record of the hours worked by the relevant Temporary Worker in that week and give such signed timesheet to the relevant Temporary Worker to enable GPW to fulfil its contractual obligations to him. Signature by the Client or its authorised representative of the completed timesheet in such form as is required by GPW shall be deemed to constitute acceptance of these Terms of Business to the exclusion of any other terms of business. If the Client fails to sign any required timesheet the relevant Temporary Worker's record of hours worked may be accepted and the Client will be charged on that basis.
14. All Temporary Workers supplied are deemed to be under the Client's direction, supervision and control. If the Client has any reasonable cause to complain that the services of a Temporary Worker supplied by GPW are unsatisfactory it should discontinue their services within 2 hours of the Temporary Worker commencing duties and inform GPW. Provided the Client gives GPW satisfactory evidence of a reasonable complaint, and it has notified GPW of the Temporary Workers termination orally immediately following such termination taking place and in writing within 48 hours of the termination, GPW may waive or reduce its charges for the time worked by the Temporary Worker provided that the supply terminates:-
- Within 4 hours of the Temporary Worker commencing the assignment where the booking is for more than 7 hours; or
  - within 2 hours of the Temporary Worker commencing the assignment where the booking is for 7 hours or less.
15. If, following the Introduction or Introduction and supply to the Client by GPW (acting as an employment business) of a Temporary Worker the Client agrees to an Engagement of that Temporary Worker (except directly through GPW on these Terms of Business) or the Client or a member of its staff refers that Temporary Worker to some other person body firm or corporation resulting in an Engagement by or through that person body firm or corporation the Client must notify GPW and it must:-
- where a Temporary Worker has been introduced to the Client but not supplied by GPW, and there is an Engagement of the Temporary Worker either directly by the Client or through another employment business; and:
    - where that Temporary Worker is to be Engaged in a permanent capacity and the Remuneration is known to GPW, either pay to GPW a Placement Fee as set out in clause 7 above **OR** give GPW written notice that the Client will allow GPW to supply that Temporary Worker to the Client on these Terms of Business for a fixed period of 24 weeks (where the Temporary Worker works for a minimum of 37.5 hours each week), or

- ii) where the Temporary Worker is to be used in a permanent capacity and the Remuneration is not known to GPW, or where the Temporary Worker is not to be used in a permanent capacity, either pay to GPW a fee equal to 300 times GPW's standard hourly rate for that category of Temporary Worker OR give GPW written notice that the Client will allow GPW to supply that Temporary Worker to the Client on these Terms of Business for a fixed period of 24 weeks (where the Temporary Worker works for a minimum of 37.5 hours each week);
- (b) where a Temporary Worker has been introduced to the Client but not supplied by GPW, and there is an Engagement of the Temporary Worker by a third party to whom the Client has introduced the Temporary Worker; and
  - i) where the Temporary Worker is to be Engaged in a permanent capacity and the Remuneration is known to GPW, pay to GPW a Placement Fee as set out in clause 7;
  - ii) where the Temporary Worker is to be Engaged in a permanent capacity and the Remuneration is not known to GPW or where the Temporary Worker is not to be used in a permanent capacity, pay to GPW a fee equal to 300 times GPW's standard hourly Charge Rate for that category of Temporary Worker;
- (c) where a Temporary Worker has been Introduced and supplied to the Client by GPW and there is an Engagement of the Temporary Worker either directly by the Client or through another employment business and:
  - i) where the Temporary Worker is to be Engaged in a permanent capacity and the Remuneration is known to GPW, either pay to GPW a Placement Fee as set out in clause 7 above OR give GPW written notice that the Client will allow GPW to supply that Temporary Worker to the Client on these Terms of Business for a fixed period of 24 weeks (where the Temporary Worker works for a minimum of 37.5 hours each week);
  - ii) where the Temporary Worker is to be Engaged in a permanent capacity and the Remuneration is not known to GPW, or where the Temporary Worker is not to be used in a permanent capacity, either pay to GPW a fee equal to 300 times GPW's standard hourly rate for that category of Temporary Worker OR give GPW written notice that the Client will allow GPW to supply that Temporary Worker to the Client on these Terms of Business for a fixed period of 24 weeks (where the Temporary Worker works for a minimum of 37.5 hours each week);
- (d) where a Temporary Worker has been Introduced and supplied to the Client by GPW and there is an Engagement of the Temporary Worker by a third party to whom the Client has introduced the Temporary Worker, and:
  - i) where the Temporary Worker is to be Engaged in a permanent capacity by that third party and the Remuneration is known to GPW, pay to GPW a Placement Fee set out in clause 7 above; or
  - ii) where the Temporary Worker is to be Engaged in a permanent capacity and the Remuneration is not known to GPW or where that Temporary Worker is not to be used in a permanent capacity, pay to GPW a fee equal to 300 times GPW's standard hourly Charge Rate for that category of Temporary Worker;

PROVIDED ALWAYS for the purposes of clauses 15 (c) and 15 (d) above that the Client shall not be required to pay a fee or notify GPW that it chooses to take an extended period of hire of that Temporary Worker if the Engagement takes place after the later of 8 weeks from the end of any earlier period of supply, or 14 weeks from the start of the first period of supply. Any gap of six weeks or less between periods of supply shall be included within the 14 week period, but where there is a gap of more than 6 weeks between periods of supply, the start date for the 14 week period shall be the start date of the next period of supply following the said gap of more than 6 weeks.

- 16. Where the circumstances outlined in Clause 15(a) or (c) apply and the Client has given GPW notice that it chooses to allow GPW to supply the Temporary Worker to it for a fixed period of 24 weeks (where the Temporary Worker works for minimum of 37.5 hours each week), rather than pay a Placement Fee, and where the supply of that Temporary Worker does not in fact continue for the whole of that fixed period and the fact that the supply did not continue for the whole of that fixed period is not the fault of GPW, the Client shall be liable for a Placement Fee calculated in accordance with clause 7. GPW retains its discretion to adjust the applicable fee pro rata to the actual period of supply.
- 17. If the Client breaches of any of these Terms of Business then GPW reserves the right to withdraw forthwith any Temporary Worker supplied to it without any liability being incurred on GPW's part.

#### **TERMS APPLICABLE TO BOTH PERMANENT AND TEMPORARY STAFF**

- 18. GPW's invoices are subject to VAT and all accounts are payable within 28 days of the date of the invoice. The right is reserved to GPW in respect of any invoice not paid within 28 days to charge interest (without prior notification) at the rate of 4 per cent per annum above the base rate from time to time in force of Barclays Bank plc (both before and after any judgement) accruing on a daily basis on all amounts remaining outstanding from the date of the invoice until actual payment. Payment must be made without deduction or set-off. All costs charged and expenses incurred by GPW in recovering any outstanding account shall be paid by the Client on a full indemnity basis. Should any invoice be due and unpaid after 28 days then all invoices raised shall become immediately due and payable. Save as specifically stated in these terms and conditions, no rebates apply to GPW's charges.

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19. On receiving a request for the Introduction or supply of a Temporary Worker or of a Candidate for any position GPW will endeavour to supply a suitable Temporary Worker or Candidate to you from its register. GPW however will not be responsible for the accuracy of any information supplied to you in respect of any Candidate or Temporary Worker save in respect of any legal obligation on GPW to provide the Client with updated information where the same has been provided to or obtained by GPW.
20. The Client is responsible for ensuring that any Temporary Worker supplied by GPW has the necessary qualifications licenses capability integrity and suitability for the purpose for which they are required other than where it is required by law that GPW obtains evidence of qualifications licenses capability integrity and suitability.
21. GPW does not warrant the ability of any Candidate or Temporary Worker. Whilst GPW will endeavour to provide a Temporary Worker for the period of a booking this cannot be guaranteed for all or any part of the period and no liability shall attach to GPW for the failure to supply a Temporary Worker for part of or the whole of the period of a booking.
22. The Client is responsible for ensuring compliance with all health and safety and other legislation relating to any assignment and the supervision direction and control of any Temporary Worker supplied to it. Accordingly any insurance cover should be arranged directly by the Client. The Client agrees that for the purpose of the Working Time Regulations 1998 all Temporary Workers supplied to it are to be treated by it as if they were its employees for the purpose of those Regulations and that the Client will at all times fully comply with those Regulations in respect of those Temporary Workers. Any duty or liability to Temporary Workers arising from the Regulations shall be the Client's sole duty and liability.
23. The liability of GPW to the Client for any breach by it of these Terms of Business or for any liability in negligence or otherwise shall not (save to the extent that such results in death or personal injury) exceed GPW's commission relating to the Introduction or supply of the relevant Candidate or Temporary Worker. In any event GPW will not be liable in relation to any matter not reported by the Client in writing to GPW within 3 working days of its occurrence.
24. The Client shall indemnify GPW against all and any claims and liabilities howsoever arising in respect of any loss injury damage costs expenses or delays suffered or incurred by a Candidate or Temporary Worker howsoever caused (whether arising out of the Client's acts omissions or otherwise) and against all and any claims made by any third party (arising from the Client's acts omissions or otherwise) and against all and any claims made by any third party arising directly or indirectly or in any way connected with the introduction or supply of a Candidate or Temporary Worker to the Client or the acts or omissions of any such Candidate or Temporary Worker whether wilful reckless fraudulent negligent dishonest or otherwise. The Client shall also indemnify GPW against all and any claims made by any Temporary Worker supplied to it arising from or relating to The Working Time Regulations 1998.
25. If within twelve months of the Client asking GPW to Introduce or supply Temporary Workers or Introduce Candidates to it or within twelve months of the completion by a Temporary Worker of his assignment with the Client or the Engagement of a Candidate or Temporary Worker by the Client (whichever shall be the later) it agrees to Engage any person who is or was during that period an employee of GPW then the Client will become liable for a Placement Fee calculated in accordance with the provisions of clause 7. No rebate shall apply in respect of any such fee charged.
26. Where GPW is acting as an employment agency, unless the Client specifically authorises GPW in writing to do so, GPW cannot and will not, nor shall it be deemed to be authorised to, act as the Client's agent in entering into contracts on its behalf with Candidates or Temporary Workers. Where GPW is acting as an employment business it cannot and will not act as the Client's agent in entering into contracts on its behalf with Candidates or Temporary Workers in any circumstances.
27. The Client agrees forthwith upon demand, to provide GPW with complete and accurate written details of any Candidate or Temporary Worker's Remuneration and it hereby warrants that any such details it provides are and will be complete and accurate.
28. Where the Temporary Worker is to be supplied through the medium of a limited company contractor and that limited company contractor has not given notice to GPW that it and the person or persons to be supplied by it wish to opt out of the application to them of the Conduct of Employment Agencies and Employment Businesses Regulations 2003/3319 these Terms of Business shall be construed as if each reference to a Temporary Worker includes a reference to any person or persons supplied by the Temporary Worker to carry out the work.
29. These Terms of Business shall be governed by and be construed in accordance with the laws of England and Wales and the Client hereby submits to the non-exclusive jurisdiction of the courts of England and Wales in relation to any claim or matter arising out of these Terms of Business.
30. These Terms of Business are valid from 6 April 2005 and supersede and replace all previous Terms of Business of GPW in relation to the subject matter hereof.