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Terms of Business: Supply of Permanent & Temporary Staff

Recital: These are the conditions upon which the Agency provides temporary workers to Clients

1 Interpretation

1.1 In these conditions:

'ASSIGNMENT' means the period during which the Temporary Worker is supplied to render services to the client.

'Business' means Mango Solutions Recruitment Group Limited. (Company number 15895309) whose registered office is at 10 Atlanta BLVD, Romford, Essex, RM1 1TB and or any company which is a parent, subsidiary or associated company of that Mango Solutions Recruitment Group Limited, as agreed in respect of the relevant Contract to provide the Service.

'BUSINESS' STANDARD CHARGES' means the charges notified to the Client in response to a request for the Service (or, if none are notified, charges equivalent to and calculated on the same basis as those generally charged by the Business for comparable services at the relevant dates) relating to the introduction or supply of Temporary Staff from time to time.

'CLIENT' means a person to whom the Business introduces and supplies or has agreed to introduce and or supply Temporary Staff (and includes any company which is an associate of or in the same group of companies as the Client)

'CONTRACT' means the contract which arises between the Business and the Client from and in respect of each introduction and/or supply of a Temporary Staff Member.

'REMUNERATION' includes without limitation the gross amount of any salary, emoluments and all payments and benefits in kind payable to or receivable by a Temporary Staff Member for services rendered to or on behalf of the Client and/or, if relevant, a third party employer.

'SERVICE' means the introduction and/or supply of Temporary Staff by the Business to the Client.

'TEMPORARY STAFF' means one or more temporary workers introduced or supplied by the Business under a contract for services (or recruited/solicited from the Business's own staff) and 'TEMPORARY STAFF MEMBER' means a member of the Temporary Staff.

1.2 The headings in these conditions are for convenience only and will not affect their interpretation.

2 Introduction/supply of Temporary Staff

2.1 The Service is provided subject to these conditions, which are deemed to be accepted by the Client when the Client requests, or accepts an offer by the Business of, the Service. No changes or additions to the Service or these conditions may be made unless agreed in writing by a Director of the Business and an appropriately authorised representative of the Client.

2.2 The Service will, subject to clause 7.2, be provided at such time(s) and for such period(s) as may be agreed between the Business and the Client.

3 Charges

3.1 Subject to any special terms agreed, the Client will pay the Business' Standard Charges for the provision of the Service and any additional sums (including without limitation travelling, accommodation or other expenses) which are agreed between the Business and the Client in advance or are of an agreed type and are reasonable in amount.

3.2 The Business will be entitled to vary the Business' Standard Charges from time to time by giving not less than fourteen days written notice to the Client and, for the avoidance of doubt, any such variation shall apply to Temporary Staff already subject to an Assignment with effect from the date of the notification.

3.3 All charges quoted to the Client for the provision of the Service are exclusive of any Value Added Tax, for which the Client will be additionally liable at the applicable rate from time to time.

3.4 The Business will be entitled to invoice the Client on a weekly basis during the week following each week in which the Service is provided, or at other times agreed with the Client.

3.5 The Business's Standard Charges (including without limitation any additional sums payable) will be paid by the Client (together with any applicable Value Added Tax, and without any set-off or other deduction) within 14 days of the date of the Business's invoice or unless otherwise specifically agreed on separate documentation.

3.6 The Business's Standard Charges will include a sum equal to the remuneration payable to, and any employers National Insurance payable in respect of, Temporary Staff, for which the Business will be responsible.

3.7 If payment is not made on the due date, the Business will be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount for the time being (both before and after any judgment) at the rate of 7.25% per week, per invoice from the applicable due date until the outstanding amount is paid in full. We also reserve the right to include all additional charges made liable to ourselves with the assignment and introduction of a debt collection agency / bailiffs as a third party in the event of non payment from yourselves to Mango Solutions Recruitment Group Ltd

4 Information

4.1 The Client agrees to provide the Business with all relevant information pertinent to the work to be completed by the Temporary Staff prior to the commencement of the Service, to enable a suitable Temporary Staff Member to be appointed to fulfil the Service. In particular, the Client will notify the Business of:

4.1a the nature of the Client's business;

4.1b the date upon which the Assignment is to commence;

4.1c any licenses, training and/or qualifications the Client considers necessary for the Assignment;

4.1d any expenses payable by or to the Temporary Staff Member;

4.2 The Client will provide the Business with a copy of a current risk assessment of health and safety risks relevant to the location at which the Service is to take place.

4.3 Prior to the provision of the Service, the Business will inform the Client of the identity of the Temporary Staff Member, together with detail of his/her relevant/ required experience and/or necessary qualifications regarding the Service to be provided.

5 Timesheets

5.1 The Client will, at the end of each week in which the Service has been provided, sign a official record (in a form provided or agreed by the Business, fax, email, Eversign or E Document third party authorised software document text message, timesheet, whatsapp or any other electronic software verification , company letterhead) detailing the Service provided (including without limitation the hours worked by the relevant Temporary Staff Member) during that week. Signature of such record constitutes confirmation both of the relevant hours worked and of satisfaction by the Client with the work provided by the Business and the relevant Temporary Staff Member. Failure to sign the record does not relieve the Client of his obligation to pay for the Service.

5.2 If the Client does not notify the Business in writing, within 72 hours of the time record being signed in accordance with clause 5.1 above, of any dispute regarding the relevant hours worked or regarding satisfaction with the work provided by the Business, the hours worked will be deemed to be accurate and, if it subsequently transpires that the number of hours worked were inaccurately recorded and/or claimed by the Temporary Staff Member, the Client will be responsible for reimbursing the Business for any overpayment made to the Temporary Staff Member.

6 Liability

6.1 Whilst every effort is made by the Business to give satisfaction to the Client by ensuring reasonable standards of skill, reliability and integrity from the Temporary Staff and to provide Temporary Staff in accordance with the Client's booking details and information provided in accordance with paragraph 4, the Business does not guarantee that it will be able to supply Temporary Staff and does not make any representations in respect of the Temporary Staff whether, without limitation, as to their personal or professional attributes or their suitability for any purpose and the Business will, therefore, not be liable for any loss (whether direct or indirect), expense, damage or delay arising from any failure to provide any Temporary Staff for all or part of the period of booking or from negligence, dishonesty, misconduct, or lack of skill of the Temporary Staff. This does not affect any liability the Business may have for personal injury or death caused by the negligence of the Business.

6.2 The Business will not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims, (whether caused by the negligence of the Business, its servants or agents, the Temporary Staff or otherwise) which arise out of or in connection with the provision of the Service or the use by the Client of Temporary Staff and the entire liability of the Business under or in connection with the Contract will not exceed the amount of the Business's Standard Charges payable for the provision of the relevant Temporary Staff Member for the Assignment concerned, except as expressly provided in these conditions.

6.3 The Business shall not be liable for any breach of contract by reason of any delay in performing or completing any Assignment if the delay or failure was due to any cause beyond the Business's reasonable control.

6.4 For the duration of any Assignment to a Client, Temporary Staff are deemed to be under the direction, supervision and control of the Client from the point at which they report to take up duties. The Client agrees to be responsible for all acts, omissions and errors (whether wilful, negligent or otherwise) of the Temporary Staff assigned to him as though such Temporary Staff were employees of the Client. Temporary Staff supplied by the Business are engaged under contracts for services. They are not the employees of the Business.

6.5 The Client agrees to comply with all relevant regulations, codes of practice and statutory and common law requirements to which the Client is ordinarily subject in respect

of his own staff, except insofar as the Business has, in writing, specifically undertaken responsibility for compliance with the same. In particular but without limitation the Client will maintain adequate Employers Public Liability insurance and other relevant insurance to protect Temporary Staff throughout all Assignments. (We reserve the right to be provided with upon reasonable request a copy of the relevant documents). The Client undertakes not to require or permit the Temporary Staff to work in circumstances where the Business would thereby be in breach of the Working Time Regulations, to provide the Business with prompt and accurate records of the hours worked by each Temporary Staff Member and to notify the Business prior to the commencement of any week in which the Client will or might desire a Temporary Staff Member to work for more than 48 hours.

6.6 The Client indemnifies and agrees to keep fully and effectively indemnified the Business from and against all costs claims obligations liabilities damages and expenses which may be imposed on or suffered by the Business by reason of any act or omission of the Client in relation to Temporary Staff and/or any breach by the Client of its obligations hereunder.

6.7 The Client agrees to carry out inductions with all Temporary Staff supplied for the healthcare sector prior to commencement of any shift which must covering; health & safety, fire procedures, moving & handling equipment, recording information onto care plans, recording and reporting of accidents, emergency contact details and complaints procedure. The client also agrees to conduct and perform the required DVLA Licence check either prior to the shift / assignment commencing or upon the said driver arriving for their shift, in addition to full access for the downloading of of their digital tachograph print outs reading and monitoring of the said assignment shift.

7. Termination of Assignments of Temporary Staff

7.1 The Client undertakes to supervise the Temporary Staff assigned to him sufficiently to ensure the Client's satisfaction with reasonable standards of workmanship. If the services of Temporary Staff prove to be unsatisfactory, the Client may terminate the relevant Assignment by giving the Business at least [two] working hours written notice to remove the relevant Temporary Staff Member. The Business may in such circumstances reduce or cancel the charge for the time worked by the relevant Temporary Staff Member provided that the Assignment of such Temporary Staff Member ends:-

- (a) within four hours of the relevant Temporary Staff Member commencing duties where the booking is for more than seven hours; or
- (b) within two hours for bookings of seven hours or less;

7.2 The Business at any time with or without notice, may decline to provide or may suspend or withdraw the Service, including without limitation by terminating an Assignment early. If a Temporary Staff Member leaves an Assignment prior to completion of the Assignment, the Service will be deemed to have been withdrawn. This does not relieve the Client from his obligation to pay for hours actually worked pursuant to such an Assignment.

7.3 The Client agrees to give the Business a minimum of 12 working hours written notice when cancelling pre-booked shifts for Temporary Staff supplied. In the event that 12 hours written notice is not given the Client will be charged for the number of hours for which the Temporary Staff Member was requested at the pre-agreed rate.

8 Restrictions and Introduction Charges for Permanent Placements

8.1 The Client will not without prior written consent of the Business, either during an Assignment or throughout a 13 week period following the First Assignment (defined below) or within 8 weeks of the end of the last Assignment, whether directly or indirectly, and whether by or itself through or for the benefit of any firm or company:

- (a) introduce the relevant Temporary Staff Member to another employment agency, employment business or other competitor of the Business.
- (b) introduce the relevant Temporary Staff Member to another employer who subsequently interviews with a view to engaging (and/or engages) the relevant Temporary staff Member whether as an employee, consultant, partner, agent or otherwise.

A "First Assignment" is an unbroken Assignment with the Client/hirer. Where there has been a gap of more than 42 days following the end of the previous Assignment, a new First Assignment will be created.

8.2 In the event of a breach by the Client of clause 8.1 above, the Client shall be liable, at the Business's discretion for either:-

(a) A liquidated damages sum in respect of each relevant Temporary Staff Member equal to the Relevant Percentage of the annual commencing gross taxable remuneration (and emoluments) payable to such Temporary Staff Member by his/her new employer or, if such sum is not readily ascertainable.

(b) A sum equal to the Assignment being extended for a period of up to 14 weeks on the same terms as those used preceding the breach.

8.3 If a Temporary Staff Member is introduced to a Client but such introduction does not result in the supply of the Temporary Staff Member but does, within 6 months from the date of the introduction, lead to the Client, either directly or indirectly, or following an introduction to the Client from another employment business, engaging (directly or indirectly) the Temporary Staff Member then the client will be liable for a fee equal to the Relevant Percentage of the annual commencing gross taxable remuneration (and emoluments) payable to such Temporary Staff Member by his/her new employer. The Relevant Percentage for the purpose of this clause 8.3 is 14% if the relevant annual remuneration is up to £18,000, 20.5% if the relevant annual remuneration is between £18,000 and £25,999, 25% if the relevant annual remuneration is between £26,000 and £34,999.00 and 31% if the relevant remuneration is above £35,000.00 per annum

8.4 The Client will not at any time whether before or after the termination of this agreement do or say anything which is harmful to the reputation of the Business without fair and just "cause" or which may lead any person to cease to deal with the Business on substantially equivalent terms to those previously offered or at all.

8.5 Standard Permanent Placement Fees in where our client and Mango Solutions Recruitment Group Ltd have agreed a fee : The Relevant Percentage for the purpose of these clauses are as follows;

If the Annual remuneration is up to £18,000.00 the percentage Charged to our client is 10%

If the Annual remuneration is between £18,000 and £25,999.99 the percentage charged to our client is 15%

If the Annual remuneration is between £26,000 and £34,999.00 the percentage charged to our client is 20%

If the Annual remuneration is above £35,000 the percentage charged to our client is 25%

Any permanent placement fees that are agreed outside of our terms of business will be signed by our client on our separate document " Notice of Permanent Placement Agreement" Whilst the above clauses 8.5 is our " standard " introduction fees, it is worth noting that in 99.9% cases we can offer a flexible agreement / placement deal.

Termination of a Permanent Placement and Rebate Structure

8.6 In the event of a Candidate terminating or the Client lawfully terminating an Engagement within 12 weeks of the date upon which such Candidate commenced work for the Client and provided that:

8.6.1 all moneys due hereunder have been paid by the Client in

accordance with the 14 day payment terms or confirmed agreed payment terms

- 8.6.2 such termination is not as a result of redundancy, pregnancy, injury or ill-health or by reason of the Candidate's race, sex or any disability;
- 8.6.3 such termination has not arisen where the Client has entered into the Engagement with the prior or likely intention of disposing with the Candidate's services or terminating employment either without proper cause or with a view to obtaining a refund unfairly;
- 8.6.4 the Client serves notice on Mango Solutions Recruitment Group Ltd in writing at its registered office of the termination of the Engagement within 7 days thereof; and
- 8.6.5 neither the Client nor any subsidiary, associated or holding company of the Client shall commence Engagement of the Candidate within 12 months from the date of the termination of the Engagement;

then the Client shall receive a rebate calculated in accordance with clause 5.2. Under no circumstances will any expenses be refunded.

5.2 Subject to the provisions of clauses 5.3, 5.4 and 5.5 the rebate shall be an amount calculated as a percentage of the introduction fee (net of VAT) in accordance with the following scale:

- if termination occurs in the first to second week after engagement 100%
- if termination occurs in the third to fourth week after Engagement 80%
- if termination occurs in the fifth to sixth week after Engagement 60%
- if termination occurs in the seventh to eighth week after Engagement 40%
- if termination occurs in the ninth to tenth week after Engagement 20%
- if termination occurs in eleventh to twelfth week after engagement 10%

In each case less an administration charge of £165.00 exclusive of VAT

5.3 No rebate shall be payable by Mango Solutions Group Recruitment in the event of failure by the Client to adhere to the time limits provided for in clause 8.6.1 above.

5.4 No rebate shall be made in respect of an Engagement where the Candidate was previously engaged in any capacity by the Client through Mango Solutions Group Recruitment Ltd

- 5.5 The rebate shall be repayable in full where the Client subsequently re-engages the Candidate in any capacity.
- 5.6 Any Rebate that is due is subject to our company administrative fee of £165.00

9 Confidentiality

9.1 The Client will at all times during the Contract and after the termination of this agreement keep secret (except to the extent that disclosure is authorised by the Business) and not use (except for the exclusive benefit of the Business) any information obtained by the Client during the term of this agreement which is of a confidential nature and of value to the Business including without limitation;

(a) business methods and information of the Business (including fees charged, discounts given to Clients, wage rates paid, expense rates, costings, budgets, turnover, targets or other financial information);

(b) lists and particulars of the Business's customers and the individual contacts at such customers and of the Business's employees, agents and, without limitation Temporary Staff.

(c) secret and/or proprietary methods, processes and know-how employed by the Business; whether or not in the case of documents that are or were marked as confidential. This restriction will apply without limit in point of time but will cease to apply to information and knowledge which comes (otherwise than by breach of this clause) into the public domain.

8.2 Clauses 6, 8, 9 and 10 shall survive termination of these conditions.

10 General

10.1 Each Contract incorporating these conditions constitutes the entire agreement between the relevant parties, supersedes any previous agreement or understanding and may not be varied except in writing between the relevant parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

10.2 Any notice required or permitted to be given by either party to the other under these conditions will be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

10.3 No failure or delay by the Business in exercising any of its rights under a Contract will be deemed to be a waiver of that right, and no waiver by the Business of any breach of a Contract by the Client will be considered as a waiver of any subsequent breach of the same or any other provision.

10.4 If any provision of this agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provision in question will not be affected.

10.5 If by virtue of these conditions or the provisions of the Contract, a Contract is notifiable pursuant to the Competition Act 1998 such Contract will not take effect until the day after particulars of it have been furnished to the Office of Fair Trading.

10.6 English Law will apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.

10.7 Nothing in this agreement is intended to confer on any person or any rights to enforce any term of this agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

11.0 "AWR" means the Agency Workers Regulations 2010

Client / Company Full Legal Name

Contact name & Position

Signature..... Date.....

Please sign and fax or email back to Mango Solutions Group Recruitment Limited on 0844 844 0904 or accounts@mangosolutions.net to confirm you are in agreement with these terms and conditions.

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