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## Redline Group Ltd – Terms of Business (Contract)

### DEFINITIONS

In these Terms of Business the following definitions apply:

<b>“Assignment”</b>	means the period during which the Consultancy staff/Temporary Worker is supplied to render services to the Client.
<b>“Assignment Details Form”</b>	means written confirmation of the Assignment details agreed with the Client prior to commencement of the Assignment;
<b>“Client”</b>	means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Consultancy staff/Temporary Worker is supplied or introduced.
<b>“Consultancy Staff”</b>	means a worker with the verified status of Limited Company.
<b>“Data Protection Laws”</b>	means the Data Protection Act 1998, the General Data Protection Regulation (EU 2016/679) and any applicable statutory or regulatory provisions in force from time to time relating to the protection and transfer of personal data.
<b>“Employment Business”</b>	means <b>Redline Group Ltd of 230 The Village, Butterfield, Great Marlings, Luton, Bedfordshire, LU2 8DL.</b>
<b>“Engagement”</b>	means the engagement, employment or use of the Consultancy staff/Temporary Worker directly by the Client or any third party or through any other employment business 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; directly or through a limited company of which the Temporary Worker is an officer or employee.
<b>“Intermediary”</b>	means the person, firm or corporate body Introduced to the Client by The Employment Business to carry out an Assignment (and, save where otherwise indicated, includes the Temporary Worker);
<b>“Introduction”</b>	means (i) the Client’s interview of a Consultancy staff/Temporary Worker in person or by telephone, following the Client’s instruction to The Employment Business to supply a Consultancy staff/Temporary Worker; or (ii) the passing to the Client of a curriculum vitae or information which identifies the Consultancy staff/Temporary Worker; and which leads to an Engagement of that Consultancy staff/Temporary Worker.
<b>“Introduction Fee”</b>	means the fee payable in accordance with clause 22.2 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.
<b>“Relevant Period”</b>	means the later of either 14 weeks from the first day on which the Temporary Worker was supplied by The Employment Business to work for the Client, or 8 weeks from the day after the Consultancy staff/Temporary Worker was last supplied by The Employment Business to the Client.
<b>“Remuneration”</b>	means the amount calculated as a percentage of the first year’s gross salary; this includes all emoluments that form the gross taxable pay (e.g. shift allowance, guarantee, guaranteed bonus, location weighting, car allowance, on-call allowance and any form of retainer).
<b>“Special Term”</b>	means any additional agreements or authorised deviations that are not otherwise defined as standard within the Assignment Details Form.
<b>“Temporary Worker”</b>	means the individual who is introduced by The Employment Business to render services to the Client or any officer, employee, worker, or representative of the Intermediary supplied to provide the Intermediary Services.
<b>“Transfer Fee”</b>	means the fee payable in accordance with clause 22.1 below and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.



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**1. ACCEPTANCE OF TERMS**

These terms and conditions of business are between The Employment Business and The Client and together with the Assignment Details Form govern the provision of any services by The Employment Business to The Client. These terms are deemed to be accepted by The Client when it interviews, engages or offers to engage a Consultancy staff/Temporary Worker introduced by The Company.

**2. SUITABILITY OF A CONSULTANCY STAFF/TEMPORARY WORKER**

The Client will have the right to interview all Consultancy staffs/Temporary Workers offered by The Employment Business and The Client's decision as to the suitability of such staff shall be final. The allocation of work to The Consultancy staff/Temporary Worker by The Client shall be deemed as acceptance by The Client of The Consultancy staff/Temporary Worker's suitability to perform the tasks specified by The Client to The Employment Business.

**3. DURATION**

The Consultancy staff/Temporary Worker will be contracted by The Employment Business to The Client from the date and for the period specified in the Assignment Details Form. Should The Client wish to extend the duration of The Contract or vary any other Special Term then such extension or variation must be agreed in writing between The Employment Business and The Client. For the avoidance of doubt The Employment Business shall be entitled to refuse to extend the duration of The Contract, and/or may re-negotiate the fee charged for The Consultancy staff/Temporary Worker's services, in the event of a variation to a Special Term.

**4. CHARGES**

The Client will pay the hourly/daily charge of The Employment Business agreed in the Assignment Details Form for the appropriate Consultancy staff/Temporary Worker for all hours actually worked. VAT will be added to The Employment Business's invoice.

**5. LOCATION**

The Consultancy staff/Temporary Worker will be assigned to The Client at the location specified in the Assignment Details Form. Any change in the location of the work must be agreed in writing between The Employment Business and The Client.

**6. EXPENSES**

Expenses incurred by The Consultancy staff/Temporary Worker with the authority of The Client on The Client's business shall be reimbursed directly to The Consultancy staff/Temporary Worker by The Client unless otherwise stated in the Assignment Details Form.

**7. OVERTIME**

Overtime may be worked at the request of The Client and with The Consultancy staff/Temporary Worker's consent. Overtime hours will be charged at the rate agreed in the Assignment Details Form.

**8. TIME-SHEETS**

The Client will authorise all time-sheets & verification of services properly presented in respect of hours worked by The Consultancy staff/Temporary Worker. The time-sheet once authorised by The Client, or upon his behalf by an authorised person, is binding.

**9. ABSENCES**

The Client shall not be liable for payment to The Employment Business for any hours which are not worked if The Consultancy staff/Temporary Worker is absent due to:

- a) Annual or other leave.
- b) Sickness or other incapacity (subject to clause 22.4)
- c) Any other reason except absence on duty with the agreement of The Client or the inability of The Client to provide facilities for working other than instances of Force Majeure.

**10. PAYMENT AND RATES**

The Employment Business is responsible for paying the Consultancy staff/Temporary Worker and in no circumstances should The Client make any payment to the Consultancy staff/Temporary Worker direct. Under no circumstances shall information regarding the rates charged by The Employment Business to The Client be disclosed to The Consultancy staff/Temporary Worker by The Client. An invoice for the work carried out by The Consultancy staff/Temporary Worker shall be presented to The Client for payment and become payable within 14 days of it being tendered. The invoice shall include VAT (where applicable). All invoices shall be paid in the currency in which they are tendered.



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**11. DEFAULT ON PAYMENT**

Without prejudice to the rights of The Employment Business under Clause 16 hereof in the event that sums due under The Contract are not received by The Employment Business by the settlement date specified in the Assignment Details Form The Employment Business reserves the right to charge interest daily, from the date of invoice(s), at the rate of 8% above the base rate of Barclays Bank PLC for the time being. In the event that payment is not received within a further 10 working days after the settlement date The Employment Business reserves the right to terminate The Contract with immediate effect and without notice.

**12. TERMINATION**

The Client or The Employment Business may terminate The Contract in relation to any Consultancy staff/Temporary Worker at any time during the first week of hire forthwith. Thereafter, The Contract may be terminated by either party in accordance with the periods of notice specified in the Assignment Details Form.

**13. SUMMARY DISMISSAL**

The Client would not be restricted by Clause 12 above in exercising his right to terminate without notice, The Contract of any Consultancy staff/Temporary Worker who commits an act for which The Consultancy staff/Temporary Worker could be summarily dismissed if employed by The Client under a contract of service.

**14. INVOICES ON TERMINATION**

If The Employment Business shall terminate the contract pursuant to either of Clauses 11 and 16 hereof then The Employment Business shall, without prejudice to any other rights accruing or remedies available to The Employment Business, be entitled to render invoices in an amount or amounts equal to the sum which The Client would in the normal course of events have been required to pay to The Employment Business under the terms of the contract in respect of the period from the date of termination referred to above until the date of expiry of the minimum notice period referred to in the Assignment Details Form; such amount or amounts to be calculated by multiplying the normal weekly charge (hourly charge multiplied by the length of a normal working week) by the number of weeks which are stipulated as being the minimum notice period in the Assignment Details Form.

**15. EFFECTS OF TERMINATION**

The expiration or termination of this Contract howsoever arising shall not operate to affect any of the provisions hereof as are expressed to operate or have effect thereafter and shall be without prejudice to any other accrued rights or remedies of the parties.

**16. BREACH OF CONTRACT**

Either party may, without prejudice to any remedy it may have against the other party for the breach or non-performance of any of the provisions of this Contract and to the provisions of Clause 12 hereof, by notice in writing forthwith terminate this Contract.

- a) If the other party is in breach of any of the terms of this Contract which in case of a breach capable of remedy is not remedied by the party in default within fifteen days (including weekdays and Bank Holidays) of receipt by him/her of a notice from the other party specifying the breach and requiring its remedy.
- b) If any distress or execution shall be levied upon the other party's property or assets or if the other party shall make or offer to make any arrangement or composition with creditors or commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against him/her or if the other party is a limited company and any resolution or petition to wind up such company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented or if as Receiver of such companies undertaking property or assets or any part thereof shall be appointed.

**17. CLIENT RESPONSIBILITIES & INFORMATION TO BE PROVIDED**

17.1 The Client will be solely responsible for allocating work to The Consultancy staff/Temporary Worker and for the supervision, direction and control of The Consultancy staff/Temporary Worker from the time he or she reports to take up duties and for the duration of The Contract and The Client agrees to be responsible for all acts, errors and omissions of The Consultancy staff/Temporary Worker throughout the performance of this contract be they wilful negligent or otherwise and The Client will to all respects comply with all statutes by-laws and legal requirements to which The Client is ordinarily subject in respect of The Client's own staff.

17.2 When making an introduction of a Temporary Worker to the Client The Employment Business shall inform the Client of the identity of the Temporary Worker: that the Temporary Worker has the necessary or required experience, training, qualifications and any authorisation required by law or a professional body to work in the Assignment: whether the Temporary Worker will be employed by The Employment Business under a contract of service or contract for services: and that the Temporary Worker is willing to work in the Assignment.



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17.3 Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank Holiday) following, save where the Temporary Worker is being introduced for an Assignment in the same position as one in which the Temporary Worker had previously been supplied within the previous five business days and such information has already been given to the Client, unless the Client requests the information be resubmitted.

**18. LIABILITY**

In no circumstances shall The Employment Business be liable in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof:

- (i) For any increased costs or expenses.
- (ii) For any loss of profit, business, contracts, revenues, or anticipated savings, or
- (iii) For any special indirect or consequential damage of any nature whatsoever arising directly or indirectly out of the provision of the services, or of the performance, non-performance or delayed performance by The Employment Business of the Agreement.

Notwithstanding anything contained in the Agreement by The Employment Business's liability to The Client in respect of the Agreement, in contract, tort (including negligence or breach of statutory duty) shall be limited to the price paid by The Employment Business by The Client in respect of the Agreement. The services provided by The Employment Business are provided on the basis that they are not for the sole use of The Client. Should The Client utilise the services for any third party The Client shall be solely liable to such third party for any error or defect arising as a result of the services. All Consultancy staff/Temporary Workers supplied are under The Client's control and supervision and The Client is responsible for adequately insuring all Consultancy staff/Temporary Worker supplied by The Employment Business against all EMPLOYER'S LIABILITIES AND THIRD PARTY risks arising during or relating to the supply of Consultancy staff/Temporary Worker to The Client.

**19. MOTOR VEHICLES**

The Client will not allow the use of any motor vehicle or permit the use of any mechanised equipment owned, hired, leased or controlled by The Client without providing full insurance cover and accepting total responsibility. The provision of any transport will be at The Client's own risk and cost.

**20. FORCE MAJEURE**

Neither party shall be liable for failure to perform its obligations if such failure results from force majeure, Act of God, Governmental Act, fire, explosion, accident, industrial dispute or anything beyond the party's reasonable control.

**21. CONFIDENTIALITY**

The Employment Business will not use or disclose to a third party any information gained by the provision of services to The Client. The Employment Business will also endeavour to ensure that all Consultancy staff/Temporary Workers observe this provision.

**22. TRANSFER AND INTRODUCTION FEES**

22.1 In the event of the Engagement of a Consultancy staff/Temporary Worker supplied by The Employment Business either (1) directly by the Client or (2) by the Client pursuant to being supplied by another employment business, within the Relevant Period the Client shall be liable, to either:

- a) Subject to electing upon giving 14 days notice, an extended period of hire of the Consultancy staff/Temporary Worker being 26 weeks during which The Employment Business shall be entitled the charges set out in the Assignment Details Form above for each hour the Consultancy staff/Temporary Worker is so employed or supplied or
- b) A Transfer Fee calculated as follows: 25% of the Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the Remuneration is not known, the hourly charges referred to in the Assignment Details Form multiplied by 200 No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

22.2 In the event that there is an Introduction of a Consultancy staff/Temporary Worker to the Client which does not result in the supply of that Consultancy staff/Temporary Worker by The Employment Business to the Client, but which leads to an Engagement of the Consultancy staff/Temporary Worker by the Client either directly or pursuant to being supplied by another employment business the Client shall be liable, to either:

- a) Subject to electing upon giving 7 days notice, a period of hire of the Consultancy staff/Temporary Worker being 26 weeks during which The Employment Business shall be entitled to the charges set out in the Assignment Details Form above for each hour the Consultancy staff/Temporary Worker is so employed or supplied; or



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b) An Introduction Fee calculated as follows: 25% of the guaranteed Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the guaranteed Remuneration is not known, the hourly charges referred to in the Assignment Details Form multiplied by 200. 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.

22.3 In the event that the Engagement of the Consultancy staff/Temporary Worker is for a fixed term of less than 12 months, the fee in clause 22.1 or 22.2, calculated as a percentage of the guaranteed Remuneration, will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Consultancy staff/Temporary Worker within 6 months of the termination of the first Engagement the Client shall be liable to pay a further fee based on the additional 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 sooner.

22.4 In the event that the Consultancy staff/Temporary Worker is introduced by the Client to a third party which results in the Engagement of the Consultancy staff/Temporary Worker by the third party within the Relevant Period the Client shall be liable to pay a Transfer Fee calculated as follows: 25% of the guaranteed Remuneration applicable during the first 12 months of the Engagement or, if the actual amount of the guaranteed Remuneration is not known, the hourly charges referred to in the Assignment Details Form multiplied 200. No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates. VAT is payable in addition to any fee due.

22.5 Where period(s) of absence due to illness or injury prevent the Temporary Worker from being employed or supplied for 4 or more days, which shall be qualifying days for the purpose of Statutory Sick Pay (SSP), during the period of hire as set out above, the period of hire shall be extended by a period equivalent to the total period of absence. Where The Employment Business pays the Temporary Worker SSP during the period of hire and equivalent amount shall be charged to and be payable by the Client in addition to the charges agreed pursuant to clause 4.

### 23. DATA PROTECTION

23.1 Where personal data of a Consultancy Staff/ Temporary Worker is transferred to the Client, both parties acknowledge that both the Client and the Employment Business will be data controllers in respect of such data within the meaning of any applicable UK data protection legislation (**Data Protection Legislation**).

23.2 Each party will comply with its respective obligations under Data Protection Legislation in force from time to time.

23.3 The Client shall indemnify the Employment Business against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Employment Business arising out of or in connection with a breach of the Client's obligations under Clause 23.2.

### 24. INTERPRETATION

Any contract to which these conditions apply will in all respects be construed and operated according to English Law and will be subject to the jurisdiction of the English Courts. No variation may be made in these terms without the written consent of a Director of The Employment Business. The headings in the Agreement are inserted for convenience only and shall not affect the construction thereof.

**THESE TERMS OF BUSINESS ARE GOVERNED BY AND SUBJECT TO ENGLISH LAW**