

CONTRACT WITH THE CLIENT (CLIENT TERMS OF BUSINESS) FOR THE SUPPLY OF LIMITED COMPANY CONTRACTORS (OPT OUT VERSION)

1 DEFINITIONS

1.1 In these Terms of Business the following definitions apply:

“Assignment”	means the period during which the Contractor is supplied by the Employment Business to render services to the Client;
“Client”	means _____ of
“Employment Business”	means _____ of
“Contractor”	means the Limited Company introduced to the Client by the Employment Business and engaged by the Client to carry out an Assignment (and save where otherwise indicated, includes any officer, employee or representative thereof);
“NM”	means New Millennia Payroll Services Limited or any of its subsidiary, associated or holding companies, on whose behalf the Employment Business acts as duly authorised agent for the purpose of binding NM to clauses 4.2 and 6 below which are the only Terms which bind NM;
“Engagement”	means the engagement, employment or use of the Contractor’s services or the services of any officer, employee or representative of the Contractor, 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, or an agency, licence, franchise or partnership arrangement; or any other engagement;
“Introduction”	means (i) the Client’s interview of an officer, employee, or representative of the Contractor, in person or by telephone, following the Client’s instruction to the Employment Business to supply a Contractor or (ii) the passing to the Client of information which identifies a Contractor; and which leads to an Engagement.
“Remuneration”	includes fees, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, and all other payments taxable, (and, where applicable, non-taxable) payable to or receivable by the Contractor for services rendered to or on behalf of the Client.

1.2 Unless the context otherwise requires, references to the singular include the plural.

1.3 The headings contained in these Terms are for convenience only and do not affect their interpretation.

2 THE CONTRACT

- 2.1 These Terms constitute the contract between the Employment Business and the Client for the supply of the Contractor's services to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or engagement of a Contractor or the passing of any information about the Contractor to any third party following an Introduction.
- 2.2 These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a Director or other authorised officer of the Employment Business and NM, these Terms prevail over any terms of business or purchase conditions put forward by the Client.
- 2.3 No variation or alternation to these Terms shall be valid unless approved by a Director or other authorised officer of the Employment Business and NM in writing.
- 2.4 These Terms supersede all previous terms of business issued to the Client by the Employment Business and/or NM and together with any documents referred to in these Terms contain the entire agreement between the parties.

3 CONFIRMATION OF ASSIGNMENTS

- 3.1 Prior to the commencement of the Assignment, or if this is not practical, upon commencement of the Assignment, the Employment Business will send to the Client written confirmation of the Assignment specifying the duration of the Assignment, the identity of the Contractor, the hourly rate charged by the Employment Business together with such expenses as may have been agreed, any notice period to terminate the contract, the intervals at which invoices shall be rendered to the Client by the NM and any other relevant information.

4 CHARGES

- 4.1 The Client agrees to pay, directly to NM, the hourly charges of the Employment Business as notified at the commencement of the Assignment and which may be varied from time to time during the Assignment with the agreement in writing by the Client and by a Director of the Employment Business. The Employment Business hereby directs the Client to make all such payments directly to NM. The charges are calculated according to the number of hours worked by the Contractor (to the nearest quarter hour) and comprise mainly the Contractor's hourly rate but also include the Employment Business's commission calculated as a percentage of the Contractor's hourly rate, 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. VAT is payable in addition at the prevailing rate where and to the extent applicable.
- 4.2 The charges will be invoiced to the Client on a weekly basis and are payable to NM within 30 days of the date of NM's invoice. There are no rebates payable in respect of the charges of the Employment Business. All amounts due under this clause 4 shall be paid by the Client to NM in full without any deduction or withholding (other than any deduction or withholding of tax as required by law), and the Client shall not be entitled to claim set-off or to counterclaim against NM in relation to the payment of the whole or part of any such amount. Any breach of the payment obligations in this clause 4 shall entitle the Employment Business to terminate without prior notice each and every Assignment concluded under these Terms between the Employment Business and the Client.

- 4.3 NM reserves the right to charge the Client interest on any overdue amounts (both before and after any judgment) at the rate of 3% per annum above the Bank of England base rate from time to time from the due date until the date of payment. All collection costs incurred by NM and/or the Employment Business will be payable by the Client.

5 TIME SHEETS

- 5.1 At the end of each week of the Assignment (or at the end of the Assignment where the Assignment is for a period of less than one week or is completed or finished before the end of a week) the Client shall sign the Employment Business's time sheet verifying the number of hours worked by the Contractor during that week of the Assignment. Time sheets may be authorised electronically where such procedures have been agreed.
- 5.2 Signature of the time sheet by the Client is confirmation of the number of hours worked and constitutes acceptance that the Contractor's services have been provided for the hours indicated in accordance with these Terms. If the Client has any cause for dissatisfaction with performance of the services provided by the Contractor it must note the relevant time sheet accordingly and promptly provide any requested further details. Failure to sign the time sheet does not affect the Client's obligation to pay the charges in respect of the hours worked.

6 PAYING THE CONTRACTOR

- 6.1 NM is responsible for paying the Contractor and for deducting any sums from this as may be required by law (save for any income tax, national insurance contributions or other statutory contributions which are the responsibility of the Contractor).

7 INTRODUCTION FEES

- 7.1 The direct engagement by a Client of a Contractor introduced and/or supplied by the Employment Business, or the introduction by the Client of a Contractor to any third party resulting in an Engagement renders the Client subject to the payment of an introduction fee calculated at 15% of the annual gross taxable Remuneration and emoluments payable to the Contractor provided that the engagement takes place within a period of 6 months from the termination of the Assignment under which the Contractor was last supplied, or if there was no Assignment, within 6 months of the introduction of the Contractor by the Employment Business. Where the Client fails to inform the Employment Business of the annual Remuneration, the introduction fee will be calculated by multiplying the hourly charge of the Employment Business for the Contractor's services by 300. 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.

8 LIABILITY

- 8.1 Whilst every effort is made by the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Contractors and to provide the same in accordance with the Assignment details provided by the Client, no liability is accepted by the Employment Business for any loss, expense, damage, costs or delay arising from the failure to provide a Contractor for all or part of the period of the Assignment or from the negligence, dishonesty, misconduct or lack of skill of the Contractor or if the Contractor terminates the Assignment for any reason. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.

- 8.2 Contractors provided by the Employment Business to the Client are deemed to be under the direction and control of the Client for the duration of the Assignment. The Client will comply in all respects with all relevant statutes, by-laws and legal requirements including provision of adequate Public Liability insurance in respect of the Contractor. The Client shall indemnify the Employment Business and NM against any costs, claims, damages and expenses incurred by the Employment Business or NM (as applicable) as a result of any breach of these Terms by the Client.
- 8.3 The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Contractor and about any requirements imposed by law or by any professional body, which must be satisfied if the Contractor is to fill the Assignment. The Client will assist the Employment Business in complying with the Employment Business' duties under the Working Time Regulations by supplying any relevant information about the Assignment requested by the Employment Business and the Client will not do anything to cause the Employment Business to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Contractor for more than 48 hours in any week, the Client must notify the Employment Business of this requirement before the commencement of that week.
- 8.4 The Client acknowledges that NM is a provider of payroll services (on whose behalf the Employment Business acts as duly authorised agent for the purpose of binding NM to certain Terms only, as specified in clause 1.1 above) and has no responsibility for supplying the services of the Contractor.
- 8.5 The Client shall indemnify and keep indemnified the Employment Business and NM against any costs, claims or liabilities incurred by the Employment Business or NM arising out of any Assignment or arising out of any non-compliance with clauses 8.1 to 8.3 and/or as a result of any breach of these Terms by the Client.

9 TERMINATION OF THE ASSIGNMENT

- 9.1 The Client may terminate the Assignment by giving to the Employment Business in writing the period of notice specified in the written confirmation.
- 9.2 Notwithstanding the provisions of clause 9.1 above, the Client may terminate the Assignment forthwith by notice in writing to the Employment Business where:
- 9.2.1 the Contractor is in wilful or persistent breach of its obligations;
 - 9.2.2 the Client reasonably believes that the Contractor has not observed any condition of confidentiality applicable to the Contractor from time to time; or
 - 9.2.3 for any reason the Contractor proves unsatisfactory to the Client.
- 9.3 The Employment Business may terminate an Assignment forthwith by notice in writing:
- 9.3.1 if the Client is in wilful or persistent breach of its obligations under these Terms; or
 - 9.3.2 if the Client becomes bankrupt or has a receiving order or administrative order made against it or is put into liquidation (save for the purposes of solvent reconstruction or amalgamation).

10 THIRD PARTY RIGHTS

10.1 Neither these Terms nor any contract which incorporates these Terms creates any rights enforceable by a person who is not a party, except that:

10.1.1 these Terms and the rights under clauses 2, 4, 5, 8.2, 8.4 and 8.5 and this clause 10 may be enforced by NM subject to and in accordance with these Terms and the Contracts (Rights of Third Parties) Act 1999; and

10.1.2 a person who is the permitted successor to or assignee of the rights of a party is deemed to be a party to the contract and the rights of such successor or assignee shall, subject to and upon any permitted succession or assignment, be regulated by these Terms.

10.2 Except to the extent that variation, suspension, cancellation, termination or rescission expressly requires the consent of a third party, these Terms or any contract to which these Terms apply may be varied, suspended, cancelled, terminated or rescinded, by agreement in writing between the parties, without the consent of any such third party.

11 LAW

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

Signed on behalf of the Employment Business

(Authorised Signature)

(Print Name)

Title:

Date:

[Where the Schedule is to be attached to the Client contract, include the signature block below]

Signed on behalf of the Client

(Authorised Signature)

(Print Name)

Title:

Date: