



**PI RECRUITMENT LIMITED**  
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For Work Completed  
 Week Ending \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Please return to  
 1st Copy to:- Bishop House, 48 Carden Place, Aberdeen AB10 1UP  
 2nd Copy for your records  
 3rd Copy give to client

PI Recruitment continually aims to provide high calibre individuals. How would you rate the performance of your temporary worker?.

Excellent  Good  Satisfactory  Poor

| Days  | Standard Hours | Overtime Time & 1/2 | Overtime Double | Total |
|-------|----------------|---------------------|-----------------|-------|
| Mon   |                |                     |                 |       |
| Tue   |                |                     |                 |       |
| Wed   |                |                     |                 |       |
| Thurs |                |                     |                 |       |
| Fri   |                |                     |                 |       |
| Sat   |                |                     |                 |       |
| Sun   |                |                     |                 |       |
| Total |                |                     |                 |       |

Temporary Workers Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Work Tel: \_\_\_\_\_  
 Client Name: \_\_\_\_\_  
 Client Address: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_  
 Purchase Order No.: \_\_\_\_\_

I hereby certify the above hours worked are a correct record of the hours worked by me under the terms of the assignment with PI Recruitment Ltd acting as principal as stated in my assignment letter.

Temporary Worker's Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

I hereby certify the above hours worked are a correct record of the hours worked by me under the terms of the assignment with PI Recruitment Ltd acting as principal as stated in my assignment letter.

Client Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**PI Recruitment Limited Terms & Conditions of Business for Engagement of Candidates and Scale of Fees:**

**DEFINITIONS AND MISCELLANEOUS**

In this document the following words and expressions shall have the following meanings:-

- (a) **"Agreement"** means this Terms and Conditions of Business and Scale of Fees.
- (b) **"Assignment"** means the period during which the candidate is supplied to render services to the client.
- (c) **"Candidate"** means an individual who has registered with the Company and who is seeking to be placed for work by the Company.
- (d) **"Client"** means the person, firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to which the Applicant is introduced.
- (e) **"The Company"** means PI Recruitment Limited of 48 Carden Place, Aberdeen, AB10 1UP
- (f) **"Contract Candidates"** means candidates who are initially placed with the Client for a fixed period. The period may be extended subject to the agreement of the candidate and the client.
- (g) **"Contract Fee"** means the fee payable by the Client to the Company when a Contract Candidate is placed with the Client.
- (h) **"Employer"** means an individual who is taken into the permanent employment of a client and the Company is no longer involved.
- (i) **"Engaged/Engaged/Engagement"** means the engagement, employment or use of a Candidate directly by the Client or any third party or through a Limited Company of which the Candidate is an officer or employee, a contract of service or for services, an agency or license franchise or partnership arrangement or any other engagement directly or through a Limited Company of which the Candidate is an officer or employee.
- (j) **"Fee"** means any fee payable by the Client to the Company in terms of this Agreement.
- (k) **"Full annualised salary"** means the gross annual salary paid to a permanent candidate by a Client.
- (l) **"Introduction Fee"** means the fee payable in accordance with clauses 23 and 25 and regulation 10 of the Conduct of Employment Agencies and Employment Business Regulations 2003.
- (m) **"Permanent Candidate"** means a Candidate who remains with the Client for a period of 12 months or more in the United Kingdom or any part of the United Kingdom or any part of the United Kingdom or any part of the United Kingdom with a Client at a place of business outside the United Kingdom.
- (n) **"Permanent Fee"** means the fee payable by the Client to the Company for placing a Candidate under the terms of this Agreement.
- (o) **"Percentage Fee"** means the fee payable to the Client to the Company for placing a Candidate under the terms of this Agreement.
- (p) **"Permanent Candidate Fee"** means a Candidate who has been permanently engaged by the Client and the Company has been notified of this.
- (q) **"Retained Assignment"** means an agreement between the Client and the Company whereby the Client agrees to pay one third of the agreed Fee to the Company on signing of the contract between the Company and the Client, a further one third on production of the shortest of Candidates and the final one third on placement of a Candidate(s).
- (r) **"Temporary Worker"** means Candidates supplied to the Client at an agreed hourly rate.
- (s) **"Temporary Worker Fee"** means the Fee payable weekly to the Company for the supply of a Temporary Worker.
- (t) **"Transfer Fee"** means the Fee payable in accordance with clauses 23 and 25 and Regulation 10 of the Conduct of Employment Agencies Business Regulations 2003.

For the purposes of the Employment Agencies Act 1972 the Company is an "employment business" and an "agency".

The Company is acting as an "agency" when it is in the business (whether or not for profit and whether or not in conjunction with any other business of providing services, whether by provision of information or otherwise) of finding Candidates employment with employers or of supplying employers with persons for employment by them.

The Company is acting as an "employment business" when it is in the business (whether for profit and whether or not in conjunction with any other business) of supplying candidates in the employment of the person carrying on the business, to act for, and under the control of other persons in any capacity.

Overseas Recruitment of Permanent Candidates – there is a minimum Fee of £5,000. Fees are based on the Sterling equivalent, using the exchange rate ruling at time of invoicing.

**GENERAL TERMS**

- 1) **Acceptance of Terms** - This Agreement is entered into between the Company and the Client to govern the Terms and Conditions upon which the parties shall undertake the business of the placement of Candidates with the Client. The Terms and Conditions contained herein are deemed to be accepted by the Client and shall apply in the exclusion of all previous Terms and Conditions between the Company and the Client with respect to the subject matter hereof.
- 2) **Placing on introductions** – Introductions are confidential. Any information passed to a Third Party which results in the Engagement of a Candidate, or use of a Candidate, whether temporary or permanent, renders the Client liable to payment of a Fee as set out in clauses 24 and 25. Where any candidate introduced to the Client by the Company is not engaged or about the line of introduction but is subsequently engaged whether directly, indirectly or otherwise within 12 months from the date of the original introduction by the Company, then this engagement will qualify as an introduction by the Company and the Client will be liable to pay to the Company the full fee as calculated in accordance with clauses 24 and 25.
- 3) **Recruitment of Candidates by the Client** – The Engagement of any Candidate by the Client will render the Client liable to payment of the Company's Contract Fee, Permanent Candidates Fee, Temporary Worker Fee Transfer Fee or Introduction Fee (as the case may be) calculated in accordance with this Agreement.
- 4) **Delayed offer of Engagement** – In the event of time elapsing between the original introduction and the final Offer of Engagement, a fee in accordance with these Terms if the offer is made within 12 months of the introduction.
- 5) **Client's duty to advise the Company** – The Client will make the Company aware of all risks to health and safety to the Candidate known to the Client and what steps the Client has taken to control such risks. The Client will also advise the Company, if appropriate, of any professional body requirements that the candidate will require to have to work in the relevant profession.
- 6) **Unsustainability of a Candidate – For Permanent Candidates.** If within 12 weeks from date of introduction of a Permanent Candidate to a Client, the Company receives information from any source that the Candidate is or may be unavailable, the Company will, without delay, advise the Client of this.

If the Company, within 12 weeks of introduction, receives information from any source that may make the Candidate unsuitable, but after further investigation, does not give the Company reasonable grounds to believe that the Candidate is unsuitable it will inform the Client of that information. For Temporary Workers, if the Company receives information during the course of an Assignment that gives the Company reasonable grounds to believe that a Temporary Worker is unsuitable it will inform the Client and end the Assignment.

7) **Liability** - The Company shall not be liable under any circumstances for any loss, damage, delay or expense suffered or incurred by the Client arising from, or in any way connected with, the Company seeking a Candidate for the Client or the introduction by the Company to the Client of any Candidate or the Engagement of any Candidate by the Client, or from the provision of, or failure to provide, any Temporary Worker, for all or part of a particular booking, or from negligence, dishonesty, misconduct or lack of skill of any Temporary Worker. It is understood and agreed that Temporary Workers supplied by the Company will not be entrusted with the handling of any money, securities, valuables or negotiable documents, except at the sole risk of the Client. Unless the Client is prepared to accept full liability and has satisfied himself that the Temporary Worker has the appropriate licence, and is adequately insured, he/she shall not be instructed to drive motor vehicles.

8) **References** – While the Company endeavours to ensure the suitability of all Candidate introductions to the Client, the Client shall satisfy itself as to the suitability of any Permanent Candidate or Contract Candidate, and shall take up any relevant references. The Client shall, where relevant, be responsible for obtaining work and other permits for any Permanent Candidate or Contract Candidate, for the arrangement of medical examinations and/or investigations into the medical history of any Permanent Candidate or Contract Candidate and satisfying any medical and other requirements or qualifications required for any Permanent Candidate or Contract Candidate.

9) **Interviewing and Advertising Expenses** – Where the Company reimburses a Candidate with reasonable expenses for attending an interview with the Client or incurs other expenses such as advertising or travel under a retained assignment or other agreement of the Client, the Client shall reimburse these to the Company within 7 days of the date of invoice.

10) **VAT** – VAT at the ruling rate is added to all Fees and expenses due by the Client to the Company hereunder where applicable, except for exempt or partial exempt companies where special arrangements apply.

11) **Governing Law** – The conditions of these terms shall be governed by and construed with the laws of Scotland and the parties hereby submit to the non exclusive jurisdiction of the Scottish Courts.

12) **Variation of terms** – No variations can be made to these terms without the written consent of an authorised representative of the Company.

13) **Payment Terms** – The Client agrees to pay the Fee of the Company, immediately upon the commencement of the engagement, within 30 days of the date of invoice.

**PERMANENT CANDIDATES**

14) **Notification of Engagement** - The Client agrees to notify the Company immediately an offer of Engagement is accepted in respect of a Permanent Candidate and to supply full and accurate details of the relevant Permanent Candidates appointment.

15) **Calculation of Permanent Candidate Fee**

| Annual Remuneration | Percentage Fee Payable |
|---------------------|------------------------|
| £0 – 14,999         | 15%                    |
| £15,000 – 24,999    | 20%                    |
| £25,000 – 49,999    | 25%                    |
| £50,000 – 100,000   | 30%                    |
| £100,000 +          | 35%                    |

There is a minimum fee of £1,000 plus VAT.

Where a Client takes on a Candidate for less than a year, the Permanent Candidate Fee is calculated on the full annualised salary, not merely on earnings over the period of actual engagement, unless the Client has elected to take the Candidate on a Contract in which case the Contract terms as set out in clause 17 below apply.

16) **Refund of Permanent Candidate Fee** - In the event of a Candidate leaving the Client's employment within 12 weeks of commencement for any reason other than redundancy, provided the Client notifies the Company in writing within 7 days of the termination of employment and has paid the Company's fee, within 30 days of the date of invoice, the Company shall endeavour to seek a replacement at no extra cost to the Client. If a replacement is not required, a partial refund of the introduction fee shall be paid to the Client in accordance with the scale set out below.

| Week in Which Candidate Leaves | Percentage of Introduction Fee Refunded |
|--------------------------------|---|
| 1 to 2                         | 90%                                     |
| 3 to 4                         | 80%                                     |
| 5 to 6                         | 60%                                     |
| 7 to 8                         | 40%                                     |
| 9 to 10                        | 20%                                     |
| 11 to 12                       | 10%                                     |

Should the Client or any subsidiary or associated Company of the Client, subsequently re-engage the Candidate within the period of 12 calendar months from the date of termination in any capacity, a full fee in accordance with these terms becomes payable (with no entitlement to a refund).

There will be no refund where the Candidate leaves, during or after the 13th week of the engagement. Any changes to these standard terms and conditions of business will render this clause null and void.

**CONTRACT STAFF**

17) **Calculation of Fee** – At the time of Engagement of the Contract Candidate the Client agrees to pay the Contract Fee to the Company which will be equivalent to x12ths of the appropriate remuneration package below multiplied by the relevant fee percentage below (where x denotes the duration of the contract in months).

| Annual Remuneration | Contracts up to 6 months | Contracts more than 6 months |
|---------------------|--------------------------|------------------------------|
| £0 – 14,999         | 25%                      | 20%                          |
| £15,000 – 24,999    | 30%                      | 25%                          |
| £25,000 – 49,999    | 35%                      | 30%                          |
| £50,000 – 99,999    | 40%                      | 35%                          |
| £100,000 +          | 45%                      | 40%                          |

This is subject to our minimum fee of £1,000 plus VAT

The contract Fee will be invoiced in full at the start of the fixed period. The minimum length of contract governed by these terms is 3 months. If the Client wishes to extend the agreed initial period of the contract then a further Contract Fee will be payable subject to the same conditions and calculated as if this was a new separate contract, with the Client. Only when a Candidate is engaged permanently by the Client and the Client has paid the full Permanent Candidate Fee will the Company refund to the Client the portion of the Contract Fee which relates to the period of the contract not completed by the employee.

The Client will be responsible for the Employee's remuneration and deductions and payments of all National Insurance Contributions, PNE and holiday pay in respect of the Employee.

**TEMPORARY WORKERS**

18) **Charge and Timesheets** – Temporary Workers are supplied at an hourly rate to be agreed with the client. A 4 hour minimum charge will apply to all engagements of Temporary Workers and in the absence of any other written agreement, weekly overtime above the Client's standard working hours, and Saturday hours will be charged by the Company at time and one half, and Sunday hours and bank holiday hours at double time. The Company is responsible for paying the Temporary Worker's wages and all relevant National Insurance and PNE. Travel time and lunch breaks are not chargeable hours, unless otherwise arranged. All other expenses, if relevant, are to be borne by the Client. The Client must provide a written timesheet to the Company for each day of engagement, which must be signed by the Client's representative. The Client must also provide a written authorisation to the Company to pay that person's salary and recharge the Client at the rate quoted by the Company. Failure to sign the timesheet does not absolve the Client's obligation to pay the charges in respect of the hours worked.

19) **Notice of Unsuitability** – In the event of a Temporary Worker supplied by the Company for more than one day, proving unsatisfactory, and provided the Company is notified on the first day, the Company will waive the charge for the first 4 hours of employment, and endeavour to supply a suitable replacement. For Temporary Workers engaged for only one day, the first 2 hours charge only will be waived provided the Company is notified within these 2 hours. Otherwise all hours worked will be charged.

20) **Client's Responsibility for Temporary Workers** – Temporary workers provided by the Company are deemed to be under the full direction and control of the Client from the time each Temporary Worker reports to take up duties and for the duration of the Assignment. The Client is responsible for conducting any disciplinary procedures in relation to the Temporary Worker should this become necessary, as this will not be conducted by the Company. The Client agrees to be responsible and indemnify the Company against liability for all acts, errors and omissions for the full, negligent or otherwise) of the Temporary Workers while they are under the direction of the Client, as though the Worker were an employee of the Client and with regard to such Temporary Workers the Client will in all respects comply with all statutes, bye-laws and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff. The Client shall take all reasonable steps to safeguard the safety of Temporary Workers and other persons who may be affected by his/her actions of work. Temporary Workers should be made fully aware of the Client's Health and Safety regulations on arrival at the Client's premises. The Client will assess the Company in complying with the Client's duties under the Working Time Regulations 1998, as amended, by supplying any relevant information about the relevant Assignment requested by the Company and the Client will not do anything to cause the Company to be in breach of its obligations under these Regulations. Where the Client requires or may require the services of a Temporary Worker for more than 48 hours in any week, the Client must notify the Company of this requirement before the commencement of that week.

21) **Supply of a Temporary Worker to a Client** – Subject to the terms of clause 22.1 to 22.3 inclusive in the event of:  
(i) a Temporary Worker who has been supplied by the Client being directly engaged with the Client for the purposes of the Employment Agencies Act 1973;  
(ii) the Client's failure to provide the Client with a written copy of the Assignment or being supplied, as the case may be, during one of the following periods whichever is longer:  
(a) 8 weeks commencing on the day after the day on which the Temporary Worker last worked for the Client; or  
(b) 14 weeks commencing on the first day on which the Temporary Worker worked for the Client;

then a Transfer Fee (the amount of such Fee to be agreed between the Company and the Client) will become payable by the Client.

If a Transfer Fee is payable by the Client under the terms of this clause, instead of paying this Transfer Fee the Client can elect to Engage the Temporary Worker for an extended period of hire (the length of such extended period of hire to be agreed between the Company and the Client). After any such extended period of hire there will be no Transfer Fee charged to the Client. The Client must give the Company 7 days prior written notice in advance of the Engagement of whether it has elected to take the extended period of hire or to pay a Transfer Fee. If the Client does not give such notice before the Temporary Worker is Engaged, a Transfer Fee shall be payable by the Client.

If the parties are unable to agree the length of the period of extended hire or the amount of the Transfer Fee in accordance with the clause then:  
- The length of the extended period of hire shall be 9 months during which the Client shall pay the current agreed rate for each hour the Temporary worker is so engaged pursuant to clause 18.  
- The amount of the Transfer Fee shall be calculated in accordance with the following formula:  
X% of the remuneration applicable during the first 12 months of the Engagement. X shall be determined in accordance with the remuneration bands as set out in clause 15 with reference to the remuneration applicable during the first 12 months of the Assignment.

No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates.

22) 1) If there is a break of 42 days or more between one Assignment and the next, then the relevant date to be used in calculation of the period specified in clause 22(b) above is the start date of the most recent Assignment.  
2) Where the period between Assignments is less than 42 days the relevant date for the purposes of calculating the period specified in clause 22(b) above shall be the date of the first Assignment with the Client.  
22.2 For the avoidance of doubt, Permanent employment is offered to the Temporary Worker outside the relevant time periods as outlined in clause 22(a) and 22(b) above then no Transfer Fee or any other Fee will become payable by the Client.

22.3 If the Client elects to take the Temporary Worker for an extended period of hire pursuant to clause 22, and the company is unable, through no fault of its own, to supply the Candidate for the full extended period of hire, the Transfer Fee will then become payable.

23) **Introduction and Engagement by a Client within 6 months** – Subject to the provisions of clause 22 above if a Temporary worker has been introduced (but not supplied) to a Client by the Company, and this introduction leads to an Engagement by the Client either directly or through another Employment Business then if this Engagement is within 6 months of the date of the introduction, the Client shall be liable to pay an Introduction Fee or to Engage the Temporary Worker for an extended period of hire amount or length of which shall be agreed between the Company and the Client.

23.1 If the parties are unable to agree on the length of the period of extended hire or on the level of the Introduction Fee, then:  
(i) The length of the extended period of hire shall be 9 months during which the Client shall pay the current agreed for each hour the Temporary worker is so engaged pursuant to clause 18.  
(ii) The amount of the Introduction Fee shall be calculated as follows:  
X% of the remuneration applicable during the first 12 months of the Engagement. X shall be determined in accordance with the remuneration bands as set out in clause 15 with reference to the remuneration applicable during the first 12 months of the Assignment.

No refund of the Introduction Fee will be paid in the event that the Engagement subsequently terminates.

24) **Introduction of Temporary Worker by a Client to and Engagement by a third party** – If a Temporary Worker is supplied to a Client by the Company and is subsequently introduced by the Client to a third party and this results in the Engagement of such Temporary Worker by the third party during the Assignment or during either of the periods as set out in clause 22(a) and (b) above the Client shall be liable to pay a Transfer Fee the amount of which is agreed between the Company and the Client.

24.1 If the parties do not agree a Transfer Fee then the Client will be liable to pay a Transfer Fee in accordance with the formula set out in clause 22.

24.2 No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates.

25) **Introduction of a Temporary Worker by a Client to a third party and Engagement by third party within 6 months**

25.1 If a Temporary Worker is introduced but not supplied to a Client by the Company and the Temporary Worker is then introduced by the Client to a third party and this introduction results in the Engagement of the Temporary Worker by such third party within 6 months from the date of the original introduction, the Client shall be liable to an Introduction Fee calculated in accordance with the formula set out in clause 23.1.

25.2 No refund of the Transfer Fee will be paid in the event that the Engagement subsequently terminates