

**These terms and conditions of business apply where Clement May, trading as Clement May Ltd introduces the Client to a Candidate for the Client to take on as Temporary Contractor. They are deemed to be accepted by virtue of the engagement or use of a Temporary Contractor introduced by Clement May Ltd.**

1. All Temporary Contractors introduced by Clement May Ltd to the Client are intended by Clement May Ltd and the Client to be self employed contractors and are introduced and supplied by Clement May Ltd in its capacity as an employment business.
2. Clement May Ltd shall pay the fees of the Temporary Contractor and shall make statutory deductions in respect of income tax and national insurance contributions (as appropriate).
3. The Client shall pay Clement May Ltd a maximum 35% gross margin fee which shall be charged on the Temporary Contractor's hourly or daily pay rate for all hours or days actually worked by the Temporary Contractor. Such charge rates shall be agreed upon receipt by the Client of the Temporary Contractor's CV. Charges shall be invoiced weekly unless otherwise agreed. Overdue accounts will be subject to a surcharge of 2.5% of the sums overdue per month or part thereof. VAT at the prevailing rate shall be charged on such aspects of these fees and charged as is required by law.

All Fixed Term Contracts shall, however, be charged in line with Clement May Ltd fees for permanent placements, which are as follows:

**Salary Package Database Search**

Up to £74,999 25%

£75,000 and above 33%

4. Where the rate Clement May Ltd pays the Temporary Contractor increases, Clement May Ltd may request a corresponding increase in the rate payable by the Client. If the Client refuses such increase, Clement May Ltd may serve notice terminating this agreement immediately by giving written notice.
5. The Temporary Contractor will carry out the agreed services for the Client for an agreed period, ("the assignment") during which time the Temporary Contractor will be subject to the rules and authority of the Client.
6. Subject to clauses 9 and 10, where a prospective Temporary Contractor has been introduced by Clement May Ltd to the Client and,
  - (a) No initial Assignment results but the Temporary Contractor is subsequently employed or engaged by the Client in any capacity either 14 weeks from the assignment start date or 8 weeks from the assignment end date (whichever is the later),  
Or
  - (b) Whether or not engaged by the Client, if the Temporary Contractor is subsequently introduced by the Client to a third party within either 14 weeks from the assignment start date or within 8 weeks from the end of the Assignment (whichever is the later), resulting in employment or engagement of the Temporary Contractor by the third party,  
Or
  - (c) During an Assignment or Fixed Term Contract, or either 14 weeks from the Assignment start date or Fixed Term Contract commencing or 8 weeks from the Assignment or Fixed Term Contract end date (whichever is the later), there is an offer

made resulting in the Temporary Contractor directly or indirectly entering into a contract of employment with or undertaking services with the Client or any person or company associated with the Client.

Or

- (d) If, any of 6 (a), (b) or (c) applies and a Temporary Contractor has subsequent to an introduction offered his/her services through a limited company.
- (e) Where Clement May Ltd introduce, submit a CV or other details of a Temporary Contractor to the Client (and irrespective of whether that Client interviews the Temporary Contractor or not), a fee will be due to Clement May Ltd should the Client employ or otherwise engage the Temporary Contractor, either through Clement May Ltd or another third party, for a period of 12 months following the introduction date.

The Client in such cases will inform Clement May Ltd and will pay the normal Clement May Ltd fee for the introduction of permanent staff (“the Introduction Charge”) as specified in Clement May Ltd standard terms and conditions for Permanent Placements. Should the Temporary Contractor subsequently leave, no rebate will be given since the Client will have had the benefit of a trial period.

- 7. If, (either initially, during an Assignment or within either 14 weeks from the Assignment or Fixed Term Contract commencing or 8 weeks from the Assignment or Fixed Term Contract end date (whichever is the later), the Client offers a Fixed Term contract to the Temporary Contractor, whereby the Temporary Contractor is paid directly by the Client, a charge will be payable by the Client. The charge will be, pro rata for the length of the contract, as specified in Clement May Ltd standard terms and conditions for permanent placements.
- 8. In the event that the period of the Fixed Term Contract, in clause 7, is subsequently extended, Clement May Ltd reserves the right to make an additional charge in respect of the extended period.
- 9. As an alternative to paying any fee under clauses 6, 7 or 8 the Client may give Clement May Ltd written notice that the temporary worker is now on an extended hire period. At the end of the extended hire period no fee will be payable should the temporary worker provide services to the Client other than through Clement May Ltd. The extended hire period shall be 12 months from when notice is received by Clement May Ltd from the Client.
- 10. The time limits in clauses 6, 7 and 8 during which Clement May Ltd are entitled to charge a fee shall be extended to 12 months if the temporary worker provides his/her services to the Client via a Limited Company that has “opted out” of the Employment Agencies and Employment Businesses Regulations 2003.
- 11. Temporary Contractors provided by Clement May Ltd are deemed to be under the discretion and control of the Client, from the time the Temporary Contractor reports to take up duties with the Client and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors or omissions of the Temporary Contractor be they wilful, negligent or otherwise.

The Client will in all respects comply with the statutes, bylaws and legal requirements to which the Client is ordinarily subject in respect of the Client’s own staff, but excluding the matters specifically mentioned in clause (2) above.

- 12. The Client will supervise the Temporary Contractor sufficiently to ensure the Client’s satisfaction with the Temporary Contractor’s ability. If the Temporary Contractor’s service is unsatisfactory, Clement May Ltd may in its sole discretion reduce or cancel its fee, provided that the Client notifies Clement May Ltd within 24 hours of the Temporary Contractor commencing duties, and promptly confirms that notification in writing, and that the Temporary Contractor ceases to work for the Client immediately.
- 13. The Client will sign the Temporary Contractor’s correct time sheet on the Temporary Contractor’s request. Signature of a time sheet or email confirmation by a Client is conclusive evidence of satisfaction with the Temporary Contractor (unless

otherwise indicated in writing on the time sheet or via email) and constitutes agreement to pay for the hours recorded on the time sheet.

14. Clement May Ltd gives no representation or warranty that any Temporary Contractor is or will be available to accept any Assignment.
15. Both parties acknowledge that they and their employees may acquire information that is confidential to the other party. Both parties agree to hold such information, including the details of this contract, in strict confidence and not to disclose such information other than in the party's normal course of business.
16. Should the Temporary Contractor terminate the Assignment (by giving the notice, in writing, specified at the time of the placement) Clement May Ltd may give the Client the same notice terminating the agreement between Clement May and the Client to provide services.
17. Either party may terminate the Assignment immediately by written notice if,
  - (a) the other party commits any material breach of this agreement that is incapable of being remedied or
  - (b) the other party commits any other breach that is not remedied within 5 days of written notice of the breach having been given to the other party or
  - (c) the other party becomes insolvent, is adjudicated bankrupt, has a receiver appointed, has a resolution passed or order made for its liquidation or
  - (d) a Temporary Contractor commits any act of dishonesty, serious misconduct or gross negligence.
18. If any of these terms are held by a Court to be illegal or unenforceable, that term will be severed from all other terms without affecting the validity or enforceability of all other terms.
19. If either party is prevented in the performance of this Agreement by an Act of God or by war, riot, storm or such other circumstances that are completely beyond the control of that party then that party will not be liable for such breach of that party's obligations under this Agreement.
20. No failure or delay in exercising any right or remedy by Clement May Ltd will constitute a waiver of that or any other right or remedy and not waiver will be effective unless it is in writing and signed by Clement May Ltd
21. The Temporary Contractors Charge is a gross amount but does include the Temporary Contractors entitlement to holiday pay under the Working Time Regulations 1998.
22. These terms and conditions will only apply where Clement May is trading as Clement May Ltd. If Clement May Ltd is trading under another brand these terms and conditions will not apply.
23. All Clement May Ltd charges are payable within 7 days of receipt of an invoice for such charge.
24. If the Client wishes to dispute any charges invoiced it will do so within 7 days of receipt of the invoice. The Client will be deemed to have accepted the invoice if no specific dispute is raised. Any dispute will not affect payment of any non-disputed charges appearing on the same invoice or the payment of any other invoices due under these Terms and Conditions.

Clement May Ltd may send Client statements from time to time. If the Client wishes to request any copy invoices which it believes it has not received in the normal course of business, it will do so within 7 days of receipt of the statement. The Client will be deemed to agree the completeness of the invoices scheduled in the statement unless any copies are requested.

25. Should Clement May Ltd incur any costs in recovering amounts overdue under these terms and conditions, the costs may be charged to the Client in addition to the underlying value of invoices due. Costs in this clause include, but are not limited to: interest charged, legal fees incurred or any other third part debt recovery fees.
26. Where a Candidate supplies his/her services on a PAYE basis Clement May Ltd are obliged to pay Employers National Insurance on the Temporary Contractors pay to the government.

The parties agree that Clement May Ltd are entitled to charge the Client 12.8% of the Temporary Contractors pay rate for National Insurance to cover this cost, prior to applying Clement May Ltd gross margin fee of 35%.

27. Where a Candidate supplies his/her services through a Limited Company the Temporary Contractor will take responsibility for paying all tax and National Insurance that is payable by the Limited Company and the Candidate. Clement May Ltd will not charge the Client a further amount for National Insurance as in the example above.
28. The laws of England shall govern any disputes over these terms and conditions. The parties submit to the exclusive jurisdiction of the English Courts.