
GORDON · YATES

RECRUITMENT TERMS OF PARTNERSHIP

Introduction

Whether providing people to work for you through our payroll or through yours, we are here to help you recruit quickly and efficiently. These terms set out the basis on which we do so.

Please note that by interviewing or engaging an applicant or employing or using someone introduced by us, you hereby accept these terms and agree to pay the charges set out below.

Working for you through our payroll

When we provide people to work for you through our payroll we act in law as an employment business and people working for you in this way do so under contracts for services.

Before each assignment we agree a charge rate with you. This is usually an hourly rate, designed to cover hourly pay, statutory holiday pay/pension, employers' National Insurance and a margin to cover our own costs.

We need you to confirm hours worked each week and, regardless of the existence or otherwise of a signed timesheet, to pay the agreed rate for all hours properly worked and charged.

Please note that people working for you through our payroll are entitled to several specific employment rights under Agency Workers Regulations. We may need you to provide us with pay and other data in order to ensure that both you and we comply with statutory obligations.

We do our best to ensure that each assignment meets your needs. However things can sometimes go wrong. **If someone provided by us proves unsatisfactory, tell us at any point during the first week and we will reduce or waive all charges entirely at your discretion.**

Should you decide to transfer someone to your payroll during or after an assignment this may give rise to an engagement fee. Our engagement fee rates are set out in the section below ('Working for you through your payroll'), and apply if the transfer happens within 14 weeks from start or 8 weeks from end of the assignment

Reductions in fee apply (other than for transfers to fixed-term contract) so that each week worked gives rise to a reduction of 1/50th of the fee, to a maximum reduction of 25/50^{ths}, or 50% of the fee. A break of 6 weeks or more will be held as ending the assignment, and resumption thereafter treated as a new assignment.

In the absence of confirmation of annual commencing salary, the salary will be calculated as 1,750 x the last hourly charge rate. As an alternative to paying a fee you may extend the assignment. The period of extension is 50 weeks, reduced by 1 week for every week already worked in the assignment, to a maximum reduction of 25 weeks.

Working for you through your payroll

When we introduce people to work for you through your payroll we act as an employment agency. No fee arises until start date, at which point we charge an engagement fee. On confirmation of appointment we need you to let us know employment details including start date and annual commencing salary.

In the absence of confirmation of annual commencing salary, the salary will be taken as the maximum of the salary range advised to us during the course of the recruiting assignment. Our engagement fee is calculated as a percentage of annual commencing salary:-

- to £24,000 - 20%
- to £48,000 - 25%
- to £72,000 - 30%
- Above £72,000 - 35%

For fixed-term contracts of less than 12 months, we charge pro rata the annual salary (e.g. 6-month contract calculated on half the annual salary) but add a short-contract premium of 5% of the fee for contracts of 6 months or less, and 2.5% for contracts over 6 months.

Continued employment or use of a contractor beyond the agreed duration of a fixed-term contract gives rise to a full engagement fee as above. Where continuation is pre-agreed a fee reduction may apply at our discretion (see 'Working for you through our payroll').

We do our best to ensure every appointment meets your needs. Over time however our influence over the success of an appointment diminishes and our guarantee, covering the first 10 weeks of every new appointment, reflects this. Please note that appointments arising on transfer from a prior assignment with you are made at a discounted rate and excluded from guarantee.

For fixed-term contracts the guarantee period is one week per month of contract to a maximum of 10 weeks.

Should the employment end within the guarantee period for any reason other than redundancy, we will refund 50% of the fee, provided payment has been made within our terms.

General points

Payment terms are 30 days. Please pay within this time. Late payments are subject to statutory interest.

In this agreement the term 'annual commencing salary' includes gross pay, guaranteed cash bonuses and the taxable value of any non-cash benefits.

People working for you through our payroll are held in law to be under your direction and control and you must comply with all legal requirements to which employers generally are subject ordinarily in respect of their own staff, but we take responsibility for paying net wages and for deducting and paying PAYE and NI contributions.

Introductions are confidential. Passing on an introduction or transferring an assignment to anyone else gives rise to a liability on your part to pay us an engagement fee.

We regret that we are unable to accept responsibility for any loss, damage or delay however occasioned resulting from an introduction or assignment or from a failure to provide the people requested.

No alteration to these terms is valid unless confirmed in writing by a Director of Gordon Yates.

**GORDON YATES RECRUITING & TRAINING LTD
October 2016**