



CLIENT TERMS OF BUSINESS FOR THE SUPPLY OF LIMITED COMPANY CONTRACTORS INTERIM MANAGERS

1 DEFINITIONS

1.1 In these Terms of Business the following definitions apply:-

“Assignment” means the period during which the Contractor is supplied by Denny Executive Resourcing to render services to the Client;

“Client” means the person, firm or corporate body together with any subsidiary or associated Company as defined by the Companies Act 1985 to whom the Contractor is introduced;

“DER” means Denny Executive Resourcing of 8 Cotswold Business Village, Moreton-in-Marsh, Gloucestershire, GL56 0JQ

“Contractor” means the Limited Company introduced to the Client by DER and engaged by the Client to carry out an Assignment (and save where otherwise indicated, includes any officer, employee or representative thereof).

“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 DER 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 DER 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 of DER, 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 the DER in writing.

3 CONFIRMATION OF ASSIGNMENTS

3.1 Prior to the commencement of the Assignment, or if this is not practical, upon commencement of the Assignment, DER will send to the Client written confirmation of the Assignment specifying the duration of the Assignment, the identity of the Contractor, the daily rate charged by DER, confirmation of payment of expenses such expenses that have been agreed for the contractor, any notice period to terminate the contract, the intervals at which invoices shall be rendered to the Client by DER and any other relevant information.

4 CHARGES

4.1 The Client agrees to pay the daily rate charged by DER as notified at the commencement of the Assignment. The charges are based on the daily rate charged by the Contractor, and also include DER commission calculated as a percentage of the Contractor’s daily rate. All charges stated are exclusive of VAT, which will be charged by DER to the Client at the prevailing rate.

4.2 The charges are invoiced to the Client weekly in arrears. The Client agrees to make the full payment in respect of such invoices either by BACS or by cheque within seven days. DER reserves the right to charge interest on any overdue amounts at the rate of 0.1% per day from the due date until the date of payment.

4.3 There are no rebates payable in respect of the charges of DER.

5 EXPENSES

5.1 Where agreed, the client agrees to reimburse directly to the sub-contractor all and any necessary and reasonable travel and/or out of pocket expenses, properly incurred by the contractor in providing the services, and in accordance with the Client’s normal reimbursement of expense rules and procedures.

6 INTRODUCTION FEES

6.1 The direct engagement by a Client of a Contractor introduced and/or supplied by DER, 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 20% of the annual gross remuneration payable to the contractor. Provided that the engagement takes place within a period of six months from the termination of the Assignment under which the Contractor was last supplied, or if there was no Assignment, within six months of the introduction of the Contractor by DER. Where the Client fails to inform DER of the annual Remuneration, the introduction fee will be calculated by multiplying the daily charge of DER for the Contractor’s services by 20. 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.

7 LIABILITY

7.1 Whilst every effort is made by DER 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 DER 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, DER does not exclude liability for death or personal injury arising from its own negligence.

7.2 Contractors provided by DER 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 DER against any costs, claims, damages and expenses incurred by DER as a result of any breach of these Terms by the Client.

7.3 The Client shall advise DER of any special health and safety matters about which DER 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.

7.4 The Client shall indemnify and keep indemnified DER against any costs, claims or liabilities incurred by DER arising out of any Assignment or arising out of any non-compliance with clauses 8.1 and 8.3 and/or as a result of any breach of these Terms by the Client.

8 TERMINATION OF THE ASSIGNMENT

8 During the first sixty days from the Assignment commencement date, neither DER nor the Client shall have the right to terminate this Agreement. However following the expiry of such sixty day period, this Agreement may be terminated by DER or the Client by either giving to the other not less than five working days written notice. If it is agreed at outset that the Assignment is to be for less than a sixty day period, then the agreement may be terminated automatically at the end of the Assignment or before provided that five working days notice in writing is given either by DER or the Client.

8.2 Notwithstanding the provisions of sub-clause 9.1 the Client may terminate the Assignment forthwith by notice in writing to the Employment Business where:

8.2.1 The Contractor is in wilful or persistent breach of its obligations;

8.2.2 The Client reasonably believes that the Contractor has not observed any condition of confidentiality applicable to the Contractor from time to time; or

8.2.3 For any reason the Contractor proves unsatisfactory to the Client.

8.3. DER may terminate an Assignment forthwith by notice in writing:

8.3.. If the Client is in wilful or persistent breach of its obligations under these Terms; or

8.3.2 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).

9 LAW

9.1 These Terms are governed by the law of England, Wales & Scotland, and are subject to the exclusive jurisdiction of the Courts of England, Wales & Scotland.

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Signed on behalf of Denny Executive Resourcing

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Signed on behalf of the Client

Dated:/...../.....



Inspiring people to greater achievement

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