

# Client Terms of Business

## **1. DEFINITIONS**

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

- Assignment: Means the period during which the Operative is supplied to render services to the Client.
- Client: Means any person, firm or corporate body, together with any subsidiary or associated company (as defined by the Companies Act 2006), to whom the Operative is supplied or introduced.
- The Employment Business: Means Delton Contracts Services Ltd.
- Engages / Engaged / Engagement: means the engagement, employment or use of the Operative directly by the Client or by any third party, whether under a contract of service, contract for services, apprenticeship, or any other arrangement.
- Operative: means the individual introduced or supplied by the Employment Business to render services to the Client.
- Introduction: means the Client's contact with an Operative following an instruction to the Employment Business, which leads to an Engagement of the Operative.
- Transfer Fee: means the fee payable in accordance with Clause 8.1 and Regulation 10 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.
- Introduction Fee means the fee payable in accordance with Clause 8.2 and Regulation 10 of the Conduct Regulations.

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- Remuneration: includes base pay or fees, bonuses, commission, allowances, inducements, company car benefits and all other taxable or non-taxable emoluments payable to the Operative. Where a company car is provided, a notional amount of £2,000 shall be added for fee calculation purposes.

1.2 Words in the singular include the plural and vice versa.

1.3 Headings are for convenience only and do not affect interpretation.

## **2. THE CONTRACT**

2.1 These Terms constitute the entire agreement between the Client and the Employment Business for the supply or introduction of Operatives and are deemed accepted by the Client by:

- requesting services,
- interviewing an Operative,
- engaging an Operative, or
- passing Operative details to any third party.

2.2 These Terms prevail over any Client terms unless expressly agreed in writing by a Director of the Employment Business.

2.3 No variation shall be valid unless agreed in writing and issued to the Client stating the effective date.

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## **3. CHARGES**

3.1 The Client agrees to pay the hourly charges notified and agreed. Charges are calculated based on hours worked (to the nearest quarter hour) and include:

- Operative pay
- Employer National Insurance
- Holiday pay
- Statutory payments
- Employment Business margin
- Approved expenses (travel, accommodation, etc.)

VAT is payable on all charges where applicable.

3.2 Invoices are issued weekly and payable within 7 days of invoice date.

3.3 Interest may be charged on overdue amounts at 8% above the Bank of England base rate.

3.4 No rebates are payable in respect of charges.

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## **4. INFORMATION TO BE PROVIDED**

4.1 When introducing an Operative, the Employment Business shall inform the Client of:

- Operative identity
- Relevant experience, training, qualifications and authorisations
- Employment status
- Willingness to work

4.2 Where not provided immediately in writing, confirmation shall be supplied within 3 business days, unless the Operative has worked in the same role within the previous 5 business days.

## **5. CLIENT (HIRER) OBLIGATIONS**

5.1 The Client shall confirm if Operatives may work across multiple sites.

5.2 The Client shall cooperate with requests relating to Supervision, Direction or Control (SDC) for tax compliance purposes. Failure to cooperate allows reliance on Operative evidence.

## **6. TIMESHEETS**

6.1 Timesheets must be signed weekly or at Assignment end.

6.2 If disputed, the Client must notify the Employment Business immediately and cooperate to resolve

the issue. Failure to sign does not remove payment obligations.

6.3 Dissatisfaction with work is not grounds for refusal to sign a timesheet.



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## 7. PAYMENT OF THE OPERATIVE

7.1 The Employment Business is responsible for paying the Operative.

## 8. TRANSFER & INTRODUCTION FEES

### 8.1 Transfer Fees (Post-Supply Engagement)

If the Client engages an Operative during or within the defined period after supply, a Transfer Fee applies.

The Client may elect either:

- an Extended Hire Period, or
- payment of a Transfer Fee.

### Extended Hire Periods

| Prior Supply Period | Extended Hire |
|---------------------|---------------|
| 0–12 weeks          | 39 weeks      |
| 13–26 weeks         | 26 weeks      |
| 27+ weeks           | 13 weeks      |



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### **8.2 Introduction Fees (No Supply)**

If an Introduction leads to Engagement within 6 months without supply, the Client must elect within 5 days:

- a) 26-week hire period, or
- b) Introduction Fee of 17.5% of Remuneration or hourly charge × 300 No refunds apply.

8.3 Inability to Complete Extended Hire Fees may be adjusted pro-rata where extended hire is partially completed. SSP absences extending beyond 4 qualifying days extend the hire period accordingly.

8.4 Third-Party Engagement After Supply Transfer Fees apply where Operatives are introduced to third parties within:

14 weeks from first Assignment start, or  
8 weeks from last working day.

### **8.5 Third-Party Engagement Without Supply**

Introduction Fees apply where third-party engagement occurs within 6 months.

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## 9. LIABILITY

9.1 The Employment Business is not liable for losses arising from Operative acts, omissions, delays or failure to attend.

9.2 Operatives are independent contractors. The Client is responsible for supervision, insurance and legal compliance.

9.3 Operatives are not subject to supervision, direction or control over how services are performed.

9.4 The Client shall comply with health & safety, Working Time Regulations and provide all relevant information.

9.5 The Client shall indemnify the Employment Business against all losses arising from breach of these Terms.

## 10. SPECIAL SITUATIONS

Where Assignments involve regulated work, vulnerable persons or legal qualifications, the Employment Business shall take reasonable steps to obtain:

Qualifications

Authorisations

Two references

Any inability to obtain such information will be disclosed.

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## 11. TERMINATION

11.1 Unsuitable Operatives may be removed immediately. Charges may be reduced if termination occurs:

within 4 hours (bookings over 7 hours), or  
within 2 hours (7 hours or less), and confirmed in writing within 48 hours.

11.2 Any party may terminate an Assignment at any time without notice.

11.3 Non-attendance must be reported within 24 hours.

11.4 The Employment Business shall terminate Assignments where suitability concerns arise.

## 12. GOVERNING LAW

These Terms are governed by the law of England & Wales and subject to exclusive jurisdiction of its courts.

### **Signed for and on behalf of Client:**

Company Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_