

3.2. Except in the circumstances set out in clause 5.1 below, no fee is incurred by the Client until the Applicant commences the Engagement when the Agency will render an invoice to the Client for its fees.

3.3. The Agency reserves the right to charge interest on invoiced amounts unpaid for more than 14 days at the rate of 5% per annum above the base rate from time to time of Lloyds Bank from the due date until the date of actual payment.

3.4. The fee payable to the Agency by the Client for an Introduction resulting in an Engagement is the amount equal to 20% of the Remuneration applicable during the first 12 months of the Engagement. VAT will be charged on the fee if applicable.

3.5. In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 3.4 will apply pro-rata. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 3 months of the termination of the first Engagement the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner.

4. REFUNDS

4.1. In order to qualify for the following refund, the Client must pay the Agency's fee within 14 days of the date of invoice and must notify the Agency in writing of the termination of the Engagement within 7 days of its termination.

4.2. If the Engagement terminates before the expiry of 12 weeks from the commencement of the Engagement (except where the Applicant is made redundant) the fee will be refunded in accordance with the accompanying Scale of Refund set out in the schedule to these Terms of Business or a refund of% will be allowed against the Agency's fee for each complete week of the initial (12) week period not worked by the Applicant.]

4.3. Should the Client or any subsidiary or associated Agency of the Client subsequently engage or re-engage the Applicant within the period of 6 calendar months from the date of termination of the Engagement or withdrawal of the offer, a full fee calculated in accordance with clause 3.4 above becomes payable, with no entitlement to the refund.

5. CANCELLATION FEE

5.1. If, after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay the Agency a minimum fee [*of 2.5% of the annual Remuneration or as indicated on the Scale of Refund set out in the schedule to these Terms of Business]

6. INTRODUCTIONS

6.1. Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by the Agency which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of the Agency's fee as set out in clause 3.4 with no entitlement to any refund.

6.2. An introduction fee calculated in accordance with clause 3.4 will be charged in relation to any Applicant engaged as a consequence of or resulting from an introduction by or through the Agency, whether direct or indirect, within (6 months)* from the date of the Agency's Introduction.

6.3. Where the amount of the actual Remuneration charge is not known the Agency will charge a fee calculated in accordance with clause 3.4 on the minimum level of remuneration applicable for the position in which the Applicant has been engaged with regard to any information supplied to the Agency by the Client and/or comparable positions in the market generally for such positions.

6.4. In the event that any employee of the Agency with whom the Client has had personal dealings accepts an Engagement with the Client within (3) months of leaving the Agency's employment, the Client shall be liable to pay an introduction fee to the Agency in accordance with clause 3.4.]

7. SUITABILITY AND REFERENCES

7.1. The Agency endeavours to ensure the suitability of any Applicant introduced to the Client. Notwithstanding this the Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant to it or the Agency before engaging such Applicant. The Client shall be responsible for obtaining work and other permits if required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements or qualifications required by law of the country in which the Applicant is engaged to work.

8. LIABILITY

8.1. The Agency shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with the Agency seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of the Agency to introduce any Applicant. For the avoidance of doubt, the Agency does not exclude liability for death or personal injury arising from its own negligence.

9. LAW

9.1. These Terms are governed by the law of [*England & Wales/ Scotland/ Northern Ireland] and are subject to the exclusive jurisdiction of the Courts of [*England & Wales/Scotland/Northern Ireland]

Signed for and on behalf of (NAME OF EMPLOYMENT AGENCY) *

Date -----

Signed for and on behalf of (NAME OF CLIENT) *

Date -----

SCHEDULE: SCALE OF REFUND

1. The following scale of refund only applies in the event that the Client complies with the provisions of clause 3.1 of these Terms of Business.
2. Where the Applicant leaves during the first 12 weeks of the Engagement, a partial refund of the introduction fee shall be paid to the Client in accordance with the scale set out below, subject to the conditions in clause 4.1.

Week in which the Applicant leaves	% of introduction fee refunded
1 - 2	90%
3 - 4	80%
5 - 6	60%
7 - 8	40%
9 - 10	20%
11 - 12	10%

3. There will be no refund where the Applicant leaves during or after the 13th* week of the Engagement.
4. [The above scale of refund does not apply to the fee set out in clause 5 being a minimum Fee in the event of the Client cancelling the Engagement after an offer of an Engagement has been made to the Applicant which shall be calculated as follows: -

*.....% of the Remuneration where the annual Remuneration is £(20,000) or less and% of the Remuneration where the annual Remuneration is £(20,001) or more].

COMPLAINTS POLICY

PJ Locums is committed to providing a high level service to our customers. If you do not receive satisfaction from us we need you to tell us about it. This will help us to improve our standards.

Complaints Procedure

If you have a complaint, please contact Julieanne Murray. You can write to her at: 3a Archway Mews, Putney Bridge Road, London, SW15 2PE.

Next steps

- 1.We will send you a letter acknowledging your complaint and asking you to confirm or explain the details set out. We will also let you know the name of the person who will be dealing with your complaint. You can expect to receive our letter within 5 working days of us receiving your complaint.
- 2.We will record your complaint in our central register within a day of having received it.
- 3.We will acknowledge your reply to our acknowledgment letter and confirm what will happen next. You can expect to receive our acknowledgement letter within 5 working days of your reply.
- 4.We will then start to investigate your complaint. This will normally involve the following steps:
- We may ask the member of staff who dealt with you to reply to your complaint within 5 days of our request;
 - We will then examine the member of staff's reply and the information you have provided for us. If necessary we may ask you to speak to them. This will take up to 4 days from receiving their reply.

- 5.Julieanne Murray will then invite you to meet her to discuss and hopefully resolve your complaint. She will do this within 5 days of the end of our investigation.
- 6.Within 2 days of the meeting Julieanne Murray will write to you to confirm what took place and any solutions she has agreed with you.
- If you do not want a meeting or it is not possible, Julieanne Murray will send you a detailed reply to your complaint. This will include his/her suggestions for resolving the matter. She will do this within 5 days of completing her investigation.
7. At this stage, if you are still not satisfied you can write to us again. Another Director of the company will review Julieanne Murray's decision within 10 days.
- 8.If you are still not satisfied, you can contact the Employment Agencies Standards Office at the Department of Trade and Industry or the REC, the industry trade association, of which we are a member by writing to the Professional Standards Manager, REC, 36-38 Mortimer Street, London W1W 7AG.
- If we have to change any of the time scales above, we will let you know and explain why.

Client Information

Terms and Conditions



3A Archway Mews
Putney Bridge Road
Putney, London SW15 2PE
Tel: 020 8874 6111
Fax: 020 8874 7222
Email: info@pjlocums.co.uk
www.pjlocums.co.uk

SUPPLYING TEMPORARY STAFF SERVICES

CLIENT TERMS OF BUSINESS

1. DEFINITIONS

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

‘Assignment’ means the period during which the Temporary Worker is supplied 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 which the Temporary Worker is supplied;

‘The Employment Business’ means PJ Locums Limited of 3a Archway Mews Putney Bridge Road London SW15 2PE;

‘Engagement’ means any employment or use of the Temporary Worker on a permanent or temporary basis, whether under a contract of service or for services; an agency, license, franchise or partnership arrangement; or any other engagement; directly or through a limited company of which he is an officer or employee

‘Temporary Worker’ means the individual whose services are supplied by the Employment Business to the Client.

‘Introduction’ means (i) the Client’s interview of a Temporary Worker in person or by telephone, following the Client’s instruction to the Employment Business to search for a Temporary Worker; or (ii) the passing to the Client of a curriculum vitae or other information which identifies the Temporary Worker; and which leads to an Engagement of that Temporary Worker by the Client.

1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

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 the Employment business and the Client for the supply of the Temporary Worker’s services by the Employment Business to the Client and are deemed to be accepted by the Client by virtue of its request for, interview with or Engagement of the Temporary Worker.

2.2. No variation or alteration to these Terms shall be valid unless approved by the Employment Business in writing.

2.3. Unless otherwise agreed in writing by the Employment Business, these Terms prevail over any terms of business or purchase conditions proffered by the Client.

3. CHARGES

3.1. The Client agrees to pay the hourly charges of the Employment Business as notified at the commencement of the Assignment and as may be varied from time to time during the Assignment. The charges are calculated according to the number of hours worked by the Temporary Worker. The charges are comprised mainly of the Temporary Worker’s remuneration but also include the Employment Business’ commission, employer’s national insurance contributions and any travel, hotel or other expenses as may have been agreed with the Client or, if there is no such agreement, such expenses as are reasonable. VAT is payable on the entirety of these charges.

3.2. The charges are invoiced to the Client on a weekly basis and are payable within 30 days. The Company reserves the right to charge interest on any overdue amounts at the rate of 5% per annum above the base rate from time to time of Barclays Bank from the due date until the date of payment.

4. TIME SHEETS

4.1. At the end of each week of an Assignment (or at the end of the Assignment where it is for a period of one week or

less or is completed before the end of a week) the Client shall sign the Employment Business’ time sheet verifying the number of hours worked by the Temporary Worker during that week.

4.2. Signature of the time sheet by the Client indicates satisfaction with the services provided by the Temporary Worker and confirmation of the number of hours worked. Failure to sign the time sheet does not absolve the Client’s obligation to pay the charges in respect of the hours worked.

5. REMUNERATION

5.1. The Employment Business assumes responsibility for payment of the Temporary Worker’s remuneration and where appropriate, for the deduction and payment of National Insurance Contributions and PAYE Income Tax applicable to the Temporary Worker.

6. INTRODUCTION FEES

6.1. The direct Engagement by a Client of a Temporary Worker introduced by the Employment Business, or the introduction by the Client of a Temporary Worker to any third party resulting in an Engagement (or, where applicable, if the Temporary Worker has become incorporated under a limited company, the Engagement of that limited company) renders the Client subject to the payment of an introduction fee calculated in accordance with the accompanying scale of fees for permanent introductions.

6.2. Where the Client fails to inform the Employment Business of the annual remuneration, the introduction fee will be calculated by multiplying the hourly charge of the Employment Business for the Temporary Workers’ services by a figure of 150. 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 the Employment Business to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Temporary Workers and further to provide them in accordance with the Client’s booking details, the Employment Business is not liable for any loss, expense, damage or delay arising from any failure to provide any Temporary Worker for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Temporary Worker. For the avoidance of doubt, the Employment Business does not exclude liability for death or personal injury arising from its own negligence.

7.2. Temporary Workers are engaged by the Employment Business under contracts for services. They are not the employees of the Employment Business but are deemed to be under the supervision, direction and control of the Client from the time they report to take up duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors or omissions of the Temporary Worker, whether wilful, negligent or otherwise as though he was on the payroll of the Client. The Client will also comply in all respects with all statutes including, for the avoidance of doubt, the Working Time Regulations, Health and Safety At Work Act etc, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client’s own staff (excluding the matters specifically mentioned in Clause 5 above), including in particular the provision of adequate Employer’s and Public Liability Insurance cover for the Temporary Worker during all Assignments.

7.3. The Client shall advise the Employment Business of any special health and safety matters about which the Employment Business is required to inform the Temporary Worker. The Client will assist the Employment Business in complying with the Employment Business’ duties under the Working Time Regulations by supplying any relevant

information about the Assignment requested by the Employment Business and the Client will not do anything to cause the Employment Business 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 Employment Business of this requirement before the commencement of that week.

7.4. The Client shall indemnify and keep indemnified the Employment Business against any costs, claims or liabilities incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with clause 7.2 and 7.3 and/or as a result of any breach of these Terms by the Client.

8. TERMINATION

8.1. The Client undertakes to supervise the Temporary Worker sufficiently to ensure the Client’s satisfaction with the Temporary Worker’s standards of workmanship. If the Client reasonably considers that the services of the Temporary Worker are unsatisfactory, the Client may terminate the Assignment either by instructing the Temporary Worker to leave the Assignment immediately, or by directing the Employment Business to remove the Temporary Worker. The Employment Business may in such circumstances reduce or cancel the charges for the time worked by that Temporary Worker, provided that the Assignment terminates: -

a) within four hours of the Temporary Worker commencing the Assignment where the booking is for more than seven hours; or

b) within two hours for bookings of seven hours or less; and also provided that notification of the unsuitability of the Temporary Worker is confirmed in writing to the Employment Business within 48 hours of the termination of the Assignment.

8.2. Any of the Client, the Employment Business or the Temporary Worker may terminate an Assignment at any time without prior notice and without liability.

8.3. The Client shall notify the Employment Business immediately and without delay and in any event within [24] hours if the Temporary Worker fails to attend work or notifies the Client that he is unable to attend work for any reason.

9. LAW

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

CLIENT TERMS OF BUSINESS
FOR THE INTRODUCTION OF PERMANENT STAFF

TO BE DIRECTLY EMPLOYED BY THE CLIENT

1. DEFINITIONS

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

‘Applicant’ means the person introduced by the Agency to the Client for an Engagement including any members of the Agency’s own staff;

‘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;

‘Agency’ means PJ Locums Limited of 3a Archway Mews, Putney Bridge Road, London SW15 2PE

‘Engagement’ means the engagement, employment or use of the Applicant by the Client or any third party on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement; directly or through a limited company of which he is an officer or employee

‘Introduction’ means (i) the Client’s interview of an Applicant in person or by telephone, following the Client’s instruction to the Agency to search for an Applicant; or (ii) the passing to the Client of a curriculum vitae or other information which identifies the Applicant; and which leads to an Engagement of that Applicant by the Client;

‘Remuneration’ includes base salary, guaranteed and/or anticipated bonus and commission earnings, allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client. Where a company car is provided by the Client, a notional amount of [specify] will be added to the salary in order to calculate the Agency’s fee.

1.2. Unless the context requires otherwise, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3. The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

2. THE CONTRACT

2.1. These Terms of Business are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of an Applicant.

2.2. Unless otherwise agreed in writing by a director of the Agency, these Terms of Business shall prevail over any other terms of business or purchase conditions put forward by the Client.

2.3. No variation or alteration of these Terms of Business shall be valid unless approved in writing by a director of the Agency.

3. NOTIFICATION AND FEES

3.1. The Client agrees:

a) to notify the Agency immediately of any offer of an Engagement which it makes to the Applicant;

b) to notify the Agency immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to the Agency; and

c) to pay the Agency’s fee within 14 days of the date of invoice.