



SharpFutures
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We are: SharpFutures Manchester CIC (throughout 'we', 'us', 'our' and 'ours') of The Sharp Project, Newton Heath, M40 5BJ.

You are: the recipient of these terms and as such you and a Connected Person are our client for the purpose of these Client Terms (throughout 'you', 'your' and 'yours').

Summary of terms

1. We will use our reasonable endeavours to connect you with a New Entrant who is signed up the SharpFutures POD and who fits most accurately the brief you have given.
2. We only charge fees for the Introduction of Candidates to you that you use, unless you have retained us for any payable Additional Service which we have agreed in advance. Except for Temporary Assignments, our fees are calculated as a percentage of total Remuneration as shown in the table.

TABLE - FEES

Fee1 – Fee for POD: People on Demand

Our fee, being £11 +VAT per hour

Fees 2 - Fee for Introductions to Permanent Placements and Engagements except where otherwise specified

Our fee, being a percentage of that total Remuneration, is 20%

Fee 3 – Cancellation fee

If a booking is cancelled within 12 hours of the booking confirmation being sent, is £50

3. Our Payment Terms for are set out in the fees are payable within 14 days of the Engagement.

Important - Acceptance

Once you have received this document, any act by you of accepting or retaining employees that were introduced through SharpFutures or using in any way information from us relating to a Candidate, is deemed to be and shall constitute your acceptance of the Client Terms. Upon your acceptance, and in consideration of the mutual benefits set out, these terms apply.

These Detailed Terms of Business of SharpFutures CIC Manchester apply to all business conducted from the date you receive these terms unless otherwise specified. They relate to the Introduction and/or supply of Candidates for permanent or temporary roles. Note that for the purpose of Conduct Regulations where your requirement is for the supply of a Candidate on a Temporary Assignment we shall be acting as a Supplier but for all other requirements we operate as an Introducer.

SECTION 1 DEFINITIONS AND MEANINGS

Assignment - an Engagement negotiated and agreed through us, of which you tell us about prior to its commencement, being: (a) a permanent placement ('Permanent Placement') where the Candidate is Engaged by you or an End User for an intended permanent role (b) a temporary placement ('Temporary Placement') where the Candidate is Engaged by you or an End User on a temporary basis (c) a temporary assignment ('Temporary Assignment'), where we supply to you a Candidate who or which we employ or otherwise engage.

POD - any new entrant employed by SharpFutures.

Connected Person - a person with whom we conduct business, being (a) a subsidiary company (as defined by s.1159 Companies Act 2006) or associated bodies corporate (as defined by s.256 Companies Act 2006) of yours, or (b) a business



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(whether corporate or unincorporated) (a) which is a member of, director of, or partner in, your company or business, or (b) of which you are a member, or director or partner, or (c) for which either you, or a representative of yours is authorised by you (whether expressly or impliedly) to, undertake work (other than solely in a professional capacity).

DTOB - this document comprising our current terms and conditions

End User - any third party to whom you provide information concerning a Candidate following an Introduction and for whose benefit the Candidate provides any services, and any associate (as defined by s.435 Insolvency Act 1986) of that third party

Engagement - any engagement or employment of any description (including as defined by s.13(1)(a) of the Employment Agencies Act 1973) under an Assignment or otherwise, whether direct or indirect, under which a Candidate is due to provide any services for the benefit of you or to an End User including, but not limited in meaning to, an engagement or employment which is temporary or permanent in nature or through the intermediary of a limited company or by contract through a third party, and 'Engage' and 'Engaged' shall have corresponding meaning

Expenses - any agreed expenses to be paid by you

Offer - an offer to Engage the Candidate communicated either by you or us at your request, and which is accepted by the Candidate.

Payment Terms - as specified in the PCT, with a default period of 7 days from the date of our invoice under an Assignment or for any other Additional Service and in all cases of an **Engagement where** there is no Assignment, within 14 days of commencement of the Engagement, the sum due in respect of the fee being a debt due to us, whether or not we have submitted an invoice. If payment is late you shall pay interest on any overdue sum calculated at the rate of 2% per month

SECTION 2 – Working with POD

All POD requests from you, the Client, will be considered by SharpFutures against the most appropriate skillset available. It is the expectation of SharpFutures that as part of the request submission, that the following guidance has been considered:

- Consider the expectations and skillsets required from Talent Pool, when submitting a request for Talent Pool services. This will take into account the age, ability and experience of Talent Pool when directing tasks for the individual.
- The SharpFutures team will be able to advise on the suitability of content, pace and expected outcomes with you.
- You, the client should provide adequate information, instruction and training for the POD member.
- You, the client should provide adequate safety measures that are explained to the POD member in question.
- Never attempt to connect with Talent Pool members through social media channels, except those that are endorsed through SharpFutures. Guidance will be provided on request.
- Maintain all direct communications and briefings with SharpFutures, until such a time when a handover to the Talent Pool member is applicable.
- All Bookings must have a current employer's liability insurance policy and if applicable, other insurance cover in place as appropriate to the business' undertaking (e.g. Public Liability, Professional Indemnity and vehicle insurance) Copies of this must be forwarded to SharpFutures.
- All equipment and resources conform to current Health & Safety legislation.
- A current Health & Safety policy in place.
- Cancellation within 12hours of booking confirmation being received will automatically incur a cost of £50

SECTION 3 – remuneration

- Remuneration referred to in the Tables, for the purposes of our fee, is calculated as follows:



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- The remuneration is the total proposed or projected sum (whichever is higher), payable by you under an Engagement for one calendar year from the earlier of the proposed or actual commencement of the service,
- together with the value attributable by HM Revenue & Customs, or for the avoidance of doubt, would be attributed by HM Revenue & Customs were the benefit subject to tax in the UK, of all taxable benefits provided under the Engagement.
- Calculation is on an annualised basis so that where the sum proposed or projected sum payable relates to a period of less than a full calendar year the rate.
- If you do not inform us of the relevant Remuneration within 14 days of enquiry from us: the highest amount achievable in the market place for a person of similar experience to work in the position that has been filled - such amount is to be determined by us and based upon appropriate evidence.

SECTION 4– fees generally and invoices

- You agree to pay our fees referred to in these Client Terms in accordance with the Payment Terms without any deduction, set off or counterclaim.
- Our fees are due and payable by you whenever you make an Offer or you Engage a Candidate previously introduced by SharpFutures.

SECTION 5- terms applicable to temporary supply

- The provisions in this section apply to circumstances where we are to supply talent/New entrant to you for the purposes of a Temporary Assignment.

Where we supply talent/New entrant you agree as an on-going obligation throughout the Temporary Assignment to be responsible for the health and safety of the talent/New entrant as if directly engaged by you, and, without limiting that responsibility in any way, you shall:

- undertake risk assessments of the activities required to be undertaken by the talent/New entrant and provide a notification to the talent/New entrant and us immediately of any specific or potential hazards relating to the Assignment and the precautions that the talent/New entrant should take relating to that risk.
- not allow the talent/New entrant to undertake any work that is hazardous without first undertaking the assessment and providing the Notification and ensuring that the work complies with all health and safety procedures and requirements relevant to that work.
- ensure that any equipment or vehicles provided by you for use in relation to the Temporary Assignment are in good order, suitable and safe and compliant with all relevant regulations and safety requirements
- maintain adequate insurances, including but not limited to Employer's and Public Liability Insurance which provides cover for Candidates
- to notify us as soon as possible in writing if you are not satisfied with the talent/New entrant, giving details of your reasons for that dissatisfaction, and in this event you must allow us at least 2 working days to find and supply a suitable person for the purposes of a replacement Temporary Assignment, and you agree to adopt the new Temporary Assignment as continuing the original
- to ensure that the talent/New entrant is aware of regulations applicable to external contractors
- to be solely responsible for providing instructions to the talent/New entrant as to the work to be undertaken and for monitoring performance and compliance with such instructions to the extent reasonably necessary to ensure your objectives are being achieved, but without conflicting with any other provision in these Client Terms
- to provide such instructions and suitable facilities to the talent/New entrant as are necessary to enable the services of the talent/New entrant to be provided and to comply with any obligation to provide Day 1 Rights.
- To allow us to suspend the services of the POD member if:
 - the talent/New entrant or a person supplied by the talent/New entrant wishes to take annual leave and you have agreed a period of leave in advance.



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- to refrain from discussing with the talent/New entrant the terms of the talent/New entrant engagement with us, other than strictly as required for the proper objectives of the work required under the Assignment or as required by law.
- that the talent/New entrant is not an employee of yours and that neither the talent/New entrant nor you has any obligation to the other to perform or provide work for any specific period; accordingly you shall
- not integrate the talent/New entrant into your workforce or treat the talent/New entrant as an employee or do any act or thing towards the talent/New entrant which may be regarded as the act of an employer towards an employee, for any purpose, but not so that this shall prejudice your obligations in relation to health and safety, the AWR or other specific obligations under this Agreement.
- We shall include in our contract with the talent/New entrant, which shall be a contract for services unless we inform you otherwise, the talent/New entrant agreement
- to perform the work required under an Assignment in good faith, and with due care and skill, and not perform any work during the Temporary Assignment for any third party which is in conflict with your interests
- upon termination of the Temporary Assignment to deliver up to either you or an End User any documents and other materials of yours or the End User's held by the talent/New entrant.

SECTION 6 – fees and records for Temporary Assignments and Agency Worker Regulations compliance

- You agree:
 - at the end of each week, to verify and confirm a correct record of hours worked by the talent/New entrant, whether using the talent/New entrant time record or your own or, in the case of project work services chargeable upon deliverables, verify the objectives achieved at the relevant time on records provided by the talent/New entrant or us, in either case your confirmation or authorisation, whether by way of signature or otherwise being conclusive evidence of the acceptance of time spent and/or works undertaken by the talent/New entrant for the relevant period
 - In the event of any query or dispute relating to the time spent to cooperate with us with a view to resolving the issue promptly and to pay us the amount due for any undisputed time without any delay, delay in such payment amounting to a material breach of these Client Terms.
 - to keep all the records until all matters under the Temporary Assignment are concluded.
 - For the avoidance of doubt your failure to verify or sign a record shall amount to a breach of contract and you shall not be entitled to refuse payment to us on the sole basis of such failure or alleged dissatisfaction with the quality of work – if there is any dispute about time spent you shall produce to us your own record of time spent.

SECTION 7– Transfer Fees and additional arrangements

- Where you have asked/or accepted introductions to supply talent/New entrant, and we have Introduced a talent/New entrant for that purpose, but you then wish to use the talent/New entrant other than by supply through us, our fee due and should be paid within 14 days.

SECTION 8 - termination of Temporary Assignments

- We may terminate a Temporary Assignment immediately without liability and without prejudice to any right for relief if you are
 - in breach of any of the terms herein, or
 - if we form the opinion for any reason, which need not be reasonable, that
 - you may not meet your obligations to us or a talent/New entrant or
 - our talent/New entrant may no longer be willing, able or suitable to undertake work for you.

SECTION 7 - liability and confidentiality

- You shall at all times comply with all applicable laws and regulations relevant to your relationship with us or a talent/New entrant and you agree that you shall not take any action which would cause us to be in breach of our obligations under any applicable legislation.
- By reason of your agreement to we shall not be liable for any loss or damage arising out of any representation, including any mistake or misrepresentation, made by us in good faith that may have induced you to accept an Assignment, or for any breach of contract, negligence or tort of the talent/New entrant.



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- You agree that the liability terms and limits set out in this section are reasonable.
- Neither you nor we shall divulge to any other party, or use for your or our own benefit, any information capable of being confidential relating to the affairs of your or our business or business methods, or confidential information,

received from each other, except that which is in the public domain or is trivial or obvious or authorised to be released or required by Court Order to be disclosed.

- **Neither party ('the first party') shall, for the duration of these Client Terms or for a period of 12 months following the termination of an Assignment, directly or indirectly solicit or entice into their employment any person employed by the other party ('the second party') with whom the first party has had any dealings arising from these Client Terms, without the second party's prior written consent.**

SECTION 8 - general terms

- The definitions and meanings herein apply throughout, and each portion of these Client Terms, defined by punctuation, paragraphs, sections or numbering, is separate, distinct and severable and to give meaning to the intention of you and us the Court may modify any portion that may otherwise be void; subject thereto, any void portion may be severed and the remaining provisions shall continue in force.
- The laws of England and Wales govern these Client Terms and the English Courts shall have sole jurisdiction.

