

# Prisma

## TERMS AND CONDITIONS OF BUSINESS

- (1) These Terms and Conditions of Business are between Prisma Recruitment Ltd, hereinafter called the Company and the Employer Hirer, hereinafter called the Client.
  - (2) No charge will or may be made under any circumstances by the Company or the Client to an applicant either directly or indirectly. No charge will be made to the Client until any personnel introduced by the Company commences into employment or hire with the Client.
  - (3) Acceptance of personnel into employment in any capacity by the client, will be deemed to be acceptance of these Terms and Conditions of Business in their entirety and override any condition, order or terms stated by the Client unless expressly agreed in writing by two directors of the Company.
  - (4) Unless otherwise expressly agreed in writing by a director of the Company, the Company invoices will become due for payment seven days from the date of the invoice. The Company reserves the right to charge interest at a rate of 8% per annum above the published Bank of England base lending rate relevant at the time payment becomes due, on any overdue accounts.
  - (5) The Company will make every reasonable effort to ensure the suitability of all personnel it introduces, but accepts no liability of any kind for any loss, injury, damage or harm to persons or to property (including any consequential loss of any kind), arising directly or indirectly from any act or omission by any personnel introduced by the Company to the Client, even if the act or omission is negligent or fraudulent or reveals dishonesty.
  - (6) The Company will at its discretion allow variation on these Terms and Conditions of Business subject to the provisions of clause 3 and provided that agreement is reached prior to an applicant or temporary worker commencing employment with the Client. Any verbal agreement made in these, or any other circumstances between the Client and the Company will be deemed as binding in the Company's favour and any default on payments due under such an agreement will deem that all fees payable will be as stated in Clause 9 of these Terms and Conditions of Business.
  - (7) The Company reserves the right to vary these Terms and Conditions of Business but undertakes to give notice of any changes in writing at least one week before any changes are effected following which any such variations are deemed to be binding.
  - (8) These Terms and Conditions of Business are effective from the 11th day of May 2021 and replace all previous Terms and Conditions of Business in use. Failure or inability statutory or otherwise by the Company to exercise any of its rights within these Terms and Conditions of Business shall in no way constitute a waiver of those and or other rights or release the Client from any of its obligations under these Terms and Conditions of Business.
  - (9) In the case of applicants introduced as permanent personnel, the Company's fee payable by the Client will be charged at 15% (Fifteen per cent) of the applicant's first year annual salary, on commencement of employment with the Client. The fee is standard unless agreed otherwise beforehand in writing by a director of the Company.
  - (10) Where a fee has been charged in accordance with Clauses 9 of these Terms and Conditions of Business, should a successful applicant leave the employment within twelve weeks of commencement, for any reason except redundancy, the full fee less £450 administration costs will be refunded at the rate of 1/12 (one twelfth) for each full week remaining of the initial twelve week period following commencement.
  - (11) In the event of non payment within the prescribed period (Clause 4) the refunds referred to in Clause 10 will not apply and the Company reserves the right to terminate any ongoing arrangement with the Client without notice and invoice at full rate under Clause 9 of these Terms and Conditions of Business.
  - (12) The Company's introduction fee, referred to in Clauses 9 and 20 is payable by the Client, as if the Client was the person, firm or company described below, in the event of commencement of employment of the applicant with that person, firm or company if they are:
    - (a) A client or any servant or agent or employee of the Client.
    - (b) Any associate or subsidiary of the Client or any agent or employee of such associate or subsidiary.
    - (c) Any other person, firm or company to whom the Client or any of those referred to in Clause (a) or (b) hereof, introduced the applicant or temporary personnel.
  - (13) The Client will undertake to interview all personnel introduced to them, and their decision as to the suitability and competence of the personnel concerned will be considered final.
  - (14) In the case of temporary personnel, payrolled via the Company, the Client will have the right to terminate the contract in respect of any particular temporary personnel without notice if dissatisfied with his/her suitability during the first week of service. Thereafter by giving the Company five working days notice or by negotiation at the discretion of the Company. The Company undertakes on receipt of notice from the Client to provide to the Client the temporary personnel for a period of 5 years on terms no less favourable to the Client than those that applied prior to receipt of such notice after which Clause 20 (introduction fee) will not apply.
  - (15) In the case of temporary personnel, payrolled via the Company, the Client, at any time will have the right to terminate the contract without notice if the temporary personnel commits any act of dishonesty or acts in a manner where the Client reasonably believes he/she could be dismissed immediately.
  - (16) All personnel introduced will adhere to the Client's normal working time and operating procedures and unless otherwise expressly agreed in writing by a director of the Company, the Client will be responsible for all technical supervision of the temporary personnel. The Client is wholly responsible for direction of all personnel with regard to statutory working hours, health and safety and all other statutory obligations and all personnel introduced to the Client by the Company will be under the exclusive control of the Client in all respects. The Client undertakes to treat all personnel introduced by the Company in the same manner as the Client's own staff and in accordance with the law. The Company has no power to direct, or control any personnel, temporary or otherwise, subject only to Clause 22 of these Terms and Conditions of Business.
  - (17) The Client undertakes to reimburse the Company for all payments the Company makes to or for temporary personnel made either via authorised timesheet or by the law at the charge rate agreed prior to the commencement of the temporary personnel into employment.
  - (18) The Client will not provide encashment facilities or make loans of money, materials or equipment to any personnel introduced by the Company other than at the Client's own risk.
  - (19) Subject to clauses 17 and 22 herein any payment by the Company to temporary personnel is made only on the express instruction of the Client or prevailing law and the Client is responsible for payment of temporary personnel via the return of weekly timesheets to be processed by the Company, and authorised by the Client's representative, either in writing or electronically. Where the Company assumes this responsibility and other statutory obligations pursuant to Clause 22 of these Terms and Conditions of Business no mutuality of obligations is deemed to be present between the temporary personnel and the Company.
  - (20) In the event that any temporary personnel introduced by the Company to the Client, enter into a contract of or for services with the Client, within 8 weeks after the temporary personnel last worked for the Client or within 14 weeks after the temporary personnel first worked for the Client, whichever period ends the latest a fee equal to that payable under Clause 9 herein will become due. This is subject to Clauses 12 and 14 but not to the provisions of Clause 10 of these terms.
  - (21) If the Client engages any personnel, temporary or otherwise who has been introduced by the Company into employment in any capacity other than one previously agreed with the Company, then the Client will pay to the Company the introduction fee referred to in Clauses 6 and 9 an 20.
  - (22) Subject to Clauses 5, 16 and 17 and 19 of these Terms and Conditions of Business, where the Company has introduced temporary workers, the Company will act and assume responsibility of an Employment Business for the limited purpose only of payment of wages, deductions and payments in respect of Income Tax, National Insurance and other statutory contributions or payments which may from time to time become due.
  - (23) The Company reserves the right to add to or amend the rate charged to the Client in accordance with Clauses 7, 17 and 22 of these Terms and Conditions of Business with regard to any changes in rates of Taxation, National Insurance or other statutory contributions or payments which may become payable by the Company relating to temporary personnel supplied to the Client and payrolled by the Company.
  - (24) The Company will at its discretion supply personnel to the Client either as:
    - (a) permanent staff.
    - (b) temporary personnel via the Company's payroll employed by and charged to the Client at an agreed rate and subject to clause 23 of these Terms and Conditions of Business.
    - (c) temporary personnel employed directly by the Client following an introduction by the Company, and charged on a weekly, monthly or lump sum basis.
- Clause 22 does not apply to applicants introduced under the terms of (a) of this Clause. Clauses 10 and 22 do not apply to applicants introduced under the terms of (c) of this clause.
- (25) For the purpose of these Terms and Conditions of Business, personnel introduced into employment or hire (an applicant, personnel or temporary personnel) includes any person, firm or company who enters into any arrangement involving the actual or intended exchange of services for payment with the Client, (and subject to clause 12 of these Terms and Conditions of Business) without regard to duration, level of remuneration, method of payment or taxation, where this was a consequence of or subsequent to information being supplied by the Company to the Client pertaining to an applicant, or as a consequence of or subsequent to information being supplied by the Company to the applicant pertaining to the requirement of the Client.
  - (26) For the purposes of these Terms and Conditions of Business 'Employment' has the meaning assigned by section 13(1) of the Employment Agencies Act 1973 and 'Employment Business' has the meaning assigned by section 13(3) of the Employment Agencies Act 1973.
  - (27) This is a contract between the Client and the Company and does not give or intend to give rights to anyone else. Any person or company who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party which exists or is available apart from that Act.