

Terms of Engagement
for PAYE & Limited Company Contractors



Name: _____

Job Category

Rates of Pay

Minimum Rate of Pay £ _____ per hour

1. Definitions

i) In these Terms of Engagement, the following definitions apply: -

'Assignment' means each and any period during which the Candidate/Company is engaged by the Employment Business to render services to the Client.

'Client' means the person, firm or corporate body requiring the services of the Company;

'Candidate/ Company' means the Candidate or Limited Company engaged by the Employment Business to provide the services of its employees, officers or representatives to the Client;

'Claims' means any alleged or actual claims brought or made against the Employment Business or any of its directors, officers, shareholders, employees, workers or representatives, whether under contract, tort or statutory protection of employees or workers including all or any associated costs, damages, adviser's fees, tax and expenses.

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

iii) The headings contained in these Terms are for convenience only and do not affect their interpretation.

2. The Contract

i) These Terms constitute a contract for the supply of services between the Employment Business and the Candidate/Company upon being signed on behalf of the Candidate/Company and govern Assignments undertaken by the Candidate/Company with the Client.

ii) No variation or alteration to these Terms shall be valid unless approved by a Director of the Employment Business in writing.

iii) For the avoidance of doubt these terms shall not be construed, as a contract between any individual supplied or any representative of the Candidate/Company and any of the liabilities of an employer arising out of the assignment shall be the liabilities of the Candidate/Company.

3. Assignments

i) The failure by the Employment Business to obtain suitable Assignments for the Candidate/Company shall not give rise to any liability on the part of the Employment Business. The Candidate/Company recognises that there may be periods between Assignments when no work is available.

ii) The Candidate/Company shall not be obliged to accept an Assignment offered by the Employment Business nor shall the Employment Business be obliged to offer ongoing Assignments to the Candidate/Company

iii) Upon the acceptance by the Candidate/Company of an Assignment the Employment Business shall supply the Candidate/Company with a Time Sheet specifying the duration of the Assignment, the identity of the Client, the hourly rate payable by the Employment Business and such expenses as may be agreed, the notice period and any other relevant information.

4. Timesheets

i) At the end of each week of an Assignment (or at the end of the Assignment where an Assignment is for a period of less than one week or is completed before the end of a week) the Candidate/Company shall deliver to the Employment Business the Employment Business's timesheet duly completed to indicate the number of hours worked by the Candidate/Company during the preceding week signed by an authorised representative of the Client. Such timesheets must be received by the Employment Business by no later than 10am on Monday following the week to which they relate. This timesheet must be accompanied by an invoice from the Limited Company or sole trader for the amount due from the Employment Business to the Candidate/Company for the hours worked in that week. Such invoice should bear the Company's name, Company registration number, VAT number, and should state any VAT due on the invoice.

ii) The Employment Business shall not be obliged to pay any fees to the Candidate/Company unless a signed timesheet and invoice have been properly submitted by the Candidate/Company in accordance with sub-clause 4.1 of these Terms.

5. Fees

i) The Candidate/Company will receive payment from the Employment Business for an Assignment at the rate specified in this agreement for each hour worked and amounts due will be paid by no later than the Friday of the following week, plus VAT where applicable. The Candidate/Company will be paid for all agreed hours worked and no funds will be withheld by WDE RECRUITMENT Ltd until such times as WDE RECRUITMENT Ltd receive payment for services provided by the candidate.

ii) WDE RECRUITMENT Ltd shall not be responsible for any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of its Limited company or Sole Trader Candidates.

iii) All payments will be made to the Candidate/Company. The Employment Business may deduct any sums that the Candidate/Company may owe the Employment Business or the Client at any time.

In the event any fee paid by the Employment Business to the Candidate/Company is disputed, the Candidate/Company must notify the Employment Business of such dispute within 14 days of the payment or the date such payment was due. In the event the Candidate/Company does not serve notice of such dispute within 14 days, the Candidate/Company is taken to have accepted the sum paid by the Employment Business as settlement of all sums owing by the Employment Business to the Candidate/Company.

You will be entitled to paid annual leave according to statutory minimum as provided by the Working Time Regulations. The current statutory entitlement to paid annual leave under the Working Time Regulations is 5.6 weeks (28 days).

6. Liability

i) The Company shall not be liable for any loss, damage or injury to any party resulting from the negligent acts or omissions of its employees during an Assignment.

ii) The Company shall ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance and any other suitable policies of insurance in respect of the Company and its employees during an Assignment and shall make a copy of the policy available to the Employment Business upon request.

- iii) The Candidate/Company shall indemnify the Employment Business and keep it indemnified at all times in respect of any Claims made by the Candidate/Company and/or any of its directors, officers, shareholders, employees, workers or representatives including, but not limited to, the Company's signatory to this Agreement.

7. Candidate/Company's obligations

- i) The Company agrees on its own part and on behalf of its employees as follows:-
- a) Not to engage in any conduct detrimental to the interests of the Employment Business or the Client which includes any conduct tending to bring the Employment Business or the Client into disrepute or which results or may result, in the reasonable opinion of the Employment Business, in the loss of custom or business from either the Client or the Employment Business.
 - b) To be present during the times or for the total number of hours during each day and/or week of the Assignment as may be agreed with the Employment Business or the Client.
 - c) To take all reasonable steps to safeguard its own safety and the safety of any other person who may be affected by its actions on the Assignment.
 - d) To comply with all statutory obligations and codes of practice to which the Company is subject in respect of its employees, workers or consultants including, but not limited to, the Working Time Regulations 1998 as amended.
 - e) To comply with any rules or obligations in force at the premises where services are performed during Assignments to the extent that they are reasonably applicable.
 - f) To co-operate with the Client's staff and accept the direction of any person in the Client's organisation to whom it is required to report and comply with all reasonable and lawful instructions within the scope of the Assignment made by the Client.
 - g) To furnish the Employment Business with any progress reports as may be requested from time to time.
 - h) The Company's obligations to provide the services pursuant to these Terms shall be performed by such suitably qualified members of the Company's employees as the Company may consider appropriate and the Company shall be entitled to substitute any such employee at any time, provided that such substitution is agreed in advance in writing with the Employment Business.
 - i) To notify the Employment Business forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition.
 - j) Subject to agreement in writing with the Employment Business, the Candidate/Company may also substitute its own performance of the services, whether by the assignment or sub-contracting of the services, providing that the Candidate/Company, the Employment Business and the relevant Client are reasonably satisfied that the substitute, assignee or sub-contractor has the necessary skills, qualifications or resources and personnel to provide the said service to the required standard and the terms of any such assignment or sub-contract are such as to enable each party to perform and comply with its obligations under this Agreement.
 - k) To comply with all the requirements of VAT legislation and the Companies Act 2006.
 - l) To provide services to the Client with all due care, skill and ability.
 - m) To comply with the Employment Businesses and/or the Client's equal opportunity policies, health and safety, no smoking, dress code, bribery act, substance misuse, anti-harassment and any other policy drawn to the attention of the Candidate/Company or of which the Candidate/Company ought reasonably to have been aware. The Candidate/Company will, on request, certify in writing to the Employment Business or the Client that the Candidate/Company has complied with all such policies.
 - n) To indemnify and keep indemnified the Employment Business or the Client (as appropriate) of the Candidate/Company's breach of this agreement, including, but not limited to, in respect of any Claims.
 - o) To promptly return at the end of any Assignment any property belonging to any Client or the Employment Business.
 - p) To consent to the Employment Business and the Client holding and processing the data, including sensitive personal data, in connection with the provision of the services by the Company to the Client.

8. Acknowledgement

- i) The Candidate/Company acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by the Candidate/Company and its employees for the Client during the Assignment shall belong to the Client or Employment Business as relevant.

9. Computer Equipment Warranty

- i) The Candidate/Company shall ensure that any computer equipment and associated software, which it provides to its employees for the purpose of providing the services, contains anti-virus protection with the latest released upgrade from time to time and will be Year 2000 compliant.

10. Confidentiality

- i) In order to protect the confidentiality and trade secrets of any Client and the Employment Business and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Candidate/Company agrees on its own part and on behalf of its employees as follows:-
- a) Not at any time whether during or after an Assignment (unless expressly so authorised by the Client or the Employment Business as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or confidential information of the Client;
 - b) To deliver up to the Client or the Employment Business (as directed) at the end of each Assignment all documents and other materials belonging to the Client (and all copies) which are in its possession including documents and other materials created by it or the employees during the course of the Assignment;

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- c) Not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of its duties under an Assignment in which event any such item shall belong to the Client or the Employment Business as appropriate

11. Termination

- i) An Assignment may be terminated by the Employment Business or the Candidate/Company by giving the other party, in writing, a period of notice of at least one working week.
- ii) Notwithstanding sub-clauses 11.1 and 11.5 of this Agreement, where required by the Client, the Employment Business may without notice and without liability instruct the Candidate/Company to cease work on an Assignment at any time, where:
 - a) The Candidate/Company, its employees, workers, consultants or subcontractors have acted in breach of the rules and regulations applicable to the Client's own staff;
 - b) the Client reasonably believes that the Candidate/Company has not observed any condition of confidentiality applicable to the Company from time to time;
 - c) The Candidate/Company or the signatory to this Agreement becomes insolvent, makes any arrangement with its creditors as an alternative to insolvency, has a county court administration order made against it/him/her, is dissolved or subject to a winding up petition;
 - d) for any reason the Candidate/Company proves unsatisfactory to the Client; or
 - e) the Candidate/Company breaches the terms of this Agreement
- iii) Failure by the Candidate/Company to give notice of termination as required in the assignment confirmation note shall constitute a breach of contract and shall entitle the Employment Business to claim damages from the Candidate/Company for any resulting loss suffered by the Employment Business.
- iv) If the Candidate/Company's employees are unable for any reason to work on an Assignment the Company should inform the Employment Business by no later than 10.00 am on the first day of absence to enable alternative arrangements to be made.
- v) The Candidate/Company acknowledges that the continuation of an Assignment is subject to and conditioned by the continuation of the contract entered into between the Employment Business and the Client. In the event that the contract between the Employment Business and the Client is terminated for any reason the Assignment shall cease with immediate effect without liability to the Candidate/Company.

12. Warranties

The Candidate/Company warrants that

- i) it understands relevant obligations under the Working Time Regulations and, where relevant, the Road Transport (Working Time) Regulations, as amended and undertakes to only accept assignments which would not cause him/her to infringe those regulations; it does not and will not at any point in time constitute a managed service company, with the meaning of Section 61B of the Income Tax (Earnings and Pensions Act 2003; and
- ii) neither the Employment Business, Client or any party related to them has promoted or facilitated the use of companies to the Candidate/Company or the signatory to this Agreement at all or in the provision of the Services.
- iii) The Candidate/Company acknowledges that the Employment Business has entered into this Agreement in reliance upon the warranties contained in this Clause 12 and will indemnify and keep indemnified the Employment Business against any breach of these warranties

13. Law

- i) These Terms constitute the entire agreement between the parties, whether written or oral and are governed by the law of the country and the exclusive jurisdiction of the Courts of the country in which the Employment Business has its operational address.

I understand and agree to the above Terms of Engagement.

Sign _____

Dated: _____

Print- _____

